

AGENDA
BOARD OF CITY COMMISSIONERS
April 15, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 16.
 - b. Minutes from the April 1, 2013 regular meeting.
 - c. Authorize staff to purchase Ethernet switching equipment required for new VoIP phone system replacement, from budget line 301-5-0740-5450
 - d. Acknowledge the following minutes:
 - Shawnee Urban Renewal Authority minutes from February 5, 2013
 - Planning Committee minutes from March 6, 2013
 - License Payment Report for March 2013
 - Project Payment Report for March 2013
3. Commissioners Comments
4. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
5. Mayor Proclamations:
 - “National Public Safety Telecommunicators Week”
April 14-20, 2013

 - “Arbor Week”
April 15-19, 2013

 - “Earth Day”
April 22, 2013

6. Presentation by Dr. Don Turton of the OSU Oklahoma Water Resources Research Institute on the impact of Redcedars on stream flow.

RECESS CITY COMMISSION MEETING TO CONVENE THE SHAWNEE MUNICIPAL AUTHORITY AND THE SHAWNEE AIRPORT AUTHORITY

RECONVENE THE CITY COMMISSION MEETING

7. Consideration of approval of a preliminary plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street. Case #S0313 Applicant: Mehdi Azimi
8. Consideration of approval of a final plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street. Case #S0313 Applicant: Mehdi Azimi
9. Discussion, consideration and possible action on lease agreement with REACT Ambulance Authority for property located in the 1400 block of North Center Street.
10. Acknowledge Sales Tax Report received April 2013.
11. Discussion, consideration and possible action to enter into joinder agreements with Oklahoma Municipal Retirement Fund to establish a Defined Contribution Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (CMO DH SI, CMO DH, DC) and joinder agreement with Oklahoma Municipal Retirement Fund to establish a Defined Benefit Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (DB); and authorizing appropriate officials to execute such documents as may be necessary to complete the agreements
12. Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the International Revenue Code; providing for repealer and severability; and declaring an emergency. (CMO DH SI)
13. Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to definition of compensation; providing for repealer and severability; and declaring an emergency. (CMO DH)

14. Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of City of Shawnee, Oklahoma; pertaining to definition of employee; pertaining to eligibility; pertaining to service buyback; providing for cessation of benefit accruals; providing for repealer and severability; and declaring an emergency. (DB)
15. Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to the definition of compensation; pertaining to plan design; pertaining to allocation of forfeitures; providing for repealer and severability; and declaring an emergency. (DC)
16. Consider Bids:
 - a. City Hall Parking Lot Improvement Project (Award)
 - b. Sidewalk/ADA Handicap Ramps Project (Various Locations) Contract No. COS-PW-12-05 (Open)
17. New Business
(Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)
18. Administrative Reports
19. Consider an Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"
20. Consider matters discussed in Executive Session regarding City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"
21. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners

2. a.

Meeting Date: 04/15/2013

Open Bids

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 16.

Regular Board of Commissioners

2. b.

Meeting Date: 04/15/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the April 1, 2013 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
APRIL 1, 2013 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, April 1, 2013 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord
Mayor

Pam Stephens
Commissioner Ward 1

Linda Agee
Commissioner Ward 2

James Harrod
Commissioner Ward 3-Vice Mayor

Absent
Commissioner Ward 4

John Winterringer
Commissioner Ward 5

Steve Smith
Commissioner Ward 6

ABSENT: Hall

INVOCATION

Lt. Phillip Canning
Salvation Army

FLAG SALUTE

Led by Commissioner Agee

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Agee, to approve the Agenda. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Winterringer, Smith, Stephens

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

Lisa Blake was present to accept the Employee of the Month Certificate presented by City Manager Brian McDougal.

AGENDA ITEM NO. 6: Consider a resolution to surplus Fire Department vehicle and donate to the City of Eufaula Fire Department.

Resolution No. 6444 was introduced.

A RESOLUTION DECLARING A CERTAIN ITEM OF PERSONAL PROPERTY SURPLUS AND NOT NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEM; AND AUTHORIZING THE DONATION OF SAID ITEM TO THE CITY OF EUFAULA FIRE DEPARTMENT.

Fire Chief David Short reported that Homeland Security had purchased this vehicle in 2007 for the fire department to pull the hazmat trailer. It was determined that the vehicle was not large enough to pull the trailer. Homeland Security purchased a new vehicle for the fire department to pull the trailer. In the agreement, Homeland Security requires that we donate the 2007 vehicle to the Eufaula Fire Department.

A motion was made by Commissioner Agee, seconded by Commissioner Winterringer, to approve the resolution to surplus Fire Department vehicle and donate to the City of Eufaula Fire Department. Motion carried 6-0.

AYE: Agee, Winterringer, Smith, Stephens, Harrod, Mainord

NAY: None

Resolution No. 6444 was adopted by the City Commission.

AGENDA ITEM NO. 7: Consider acceptance of the Bryan and Independence Signalization Project and placing Maintenance Bond into effect.

City Engineer John Krywicki advised that the project is completed and the final cost was \$192,834.52 and that it is ready to be accepted.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Smith, to accept the Bryan and Independence Signalization Project and place Maintenance Bond into effect. Motion carried 6-0.

AYE: Harrod, Smith, Stephens, Agee, Mainord, Winterringer
NAY: None

AGENDA ITEM NO. 8: Discussion regarding status of city employee group insurance and update on any meetings of the Insurance Committee.

Vice Mayor Commissioner Harrod advised that the Insurance Committee has met twice. A Request for Qualifications for a consultant was issued and due by Friday, March 29, 2013. Seven qualifications were received and the Insurance Committee is meeting on Monday to go over the qualifications.

AGENDA ITEM NO. 9: Consider Bids:

- a. City Hall Parking Lot Improvement Project Contract No. COS-PW-12-04 (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
All Roads Paving, Inc. Oklahoma City, OK	\$155,031.60
Connelly Paving Company Oklahoma City, OK	\$174,539.50
Rudy Construction Co. Oklahoma City, OK	\$174,492.00
Bishop Paving Co. Inc. Oklahoma City, OK	\$180,000.00
Engineer's Estimate -	\$220,000.00

City Engineer John Krywicki read the bids into the record and requested that the bid award be deferred to the next meeting to allow staff to review and check references.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Winterringer, to defer the bid award to the April 15, 2013 City Commission meeting. Motion carried 6-0.

AYE: Harrod, Winterringer, Smith, Stephens, Agee, Mainord

NAY: None

AGENDA ITEM NO. 10

New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 11:

Administrative Reports

There was no Administrative Reports.

AGENDA ITEM NO. 12:

Commissioners Comments

Commissioner Smith requested to change the position of Commissioner Comments on the agenda and move it to closer to the beginning so that citizens would be at the meeting to hear their comments. Mayor Mainord suggested placing it before Citizens Participation. Staff was directed to place it before Citizens Participation for the next meeting.

Commissioner Agee advised that Chad Pope with the Sheriff's office called her to express his concern that one of the warrant officers be stationed at the lake during this summer and he thinks that two warrant officers are needed in Shawnee.

AGENDA ITEM NO. 13:

Adjournment

There being no further business to be considered, Mayor Mainord adjourned the meeting by the power of the chair at 6:59 p.m.

WES MAINORD, MAYOR

ATTEST:

LISA LASYONE, DEPUTY CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 04/15/2013

Purchase phone system equipment

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Authorize staff to purchase Ethernet switching equipment required for new VoIP phone system replacement, from budget line 301-5-0740-5450

Attachments

Switch Replacement Memo

Ethernet Switch Replacement Project / VoIP Integration Switch Replacement Project 2013

The City of Shawnee Information Technology Department is ready to complete a needed switch replacement / refreshment project to accomplish the following goals:

1) **Replace aged equipment that is near end of life / ready for refreshment.**

The existing equipment was installed in late 2007/early 2008 and is near the standard refreshment point with some equipment beginning to display end of life issues such as failed cooling fans, etc. Switch replacements are generally recommended in 4-6 year time spans. This project would normally have been scheduled for FY 2013-2014 but is accelerated due to the phone system project.

2) **Provide required Power Over Ethernet (POE) services for new VoIP system**

Additionally the current Voice Over IP (VoIP) project requires either local power injectors, banked power injectors, or POE switches. It is advisable to use POE based switches for the best management, maintenance and performance operations.

Purchasing Options

The City can purchase this equipment either through the Western States Contract Alliance (WSCA or "Wisca") contract or through a local Value Added Resellers depending on which provides the best pricing. We will pursue the same channels to purchase this equipment as the WSCA contract is best pricing for Dell equipment unless bettered by the local VAR vendor which does often occur.

This project will be funded out of the following Budget line item:

GL# 301-5-0740-5450 Project# 374-0740-53 Phone System Replacement

Cost and Deployment Estimates

Total estimated cost for this project is **\$43,196**. This includes switch stack replacements for all local switch stacks for the affected VoIP project areas including City Hall up and down stairs, the Annex facility and the Public Works facility. This project also requires the addition of another small switch stack / rack configuration to house the new VoIP server and primary switch solution. We do, however, believe that our VAR can likely beat that WSCA price by a few percentage points which will help lower cost.

Sincerely, Stephen W Nolen / Chief Information Officer

N:\InformationSystems\Projects\Voice Over IP (VOIP) 2011\Switch Replacement Memo 2013-04-09.doc

Stephen W Nolen – Systems Administrator | **Barry Poe** – Network Technician | **Ryan Ayers** – Software Support Specialist

"The mission of the City of Shawnee **Information Systems** department is to continuously improve the City of Shawnee through the **development, application, and support** of *technological solutions* within the City thereby *empowering* City staff and management to face the current and future challenges of providing the best services to **City of Shawnee Citizens**."

Regular Board of Commissioners

2. d.

Meeting Date: 04/15/2013

Reports and Board/Committee Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Shawnee Urban Renewal Authority minutes from February 5, 2013
- Planning Committee minutes from March 6, 2013
- License Payment Report for March 2013
- Project Payment Report for March 2013

Attachments

SURA Minutes

Planning Commission Minutes

License Payment Report

Project Payment Report

**SHAWNEE URBAN RENEWAL AUTHORITY
MINUTES OF FEBRUARY 5, 2013**

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, February 5, 2013 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Stephen Rice called the meeting to order at 9:00 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Stephen Rice
Commissioner	Tiffany Barrett
Commissioner	Monte Cockings
Commissioner	Ron Henderson
Commissioner	Patty L. Nida

Guest: Mayor Wes Mainord

Also present:

Mike Wolf, Program Manager, SURA

Elaine Shrum, Administrative Specialist, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of December 4, 2012 was made by **Commissioner Cockings** seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings, Henderson and Nida

VOTING NO: None

**AGENDA ITEM NO. 4
APPROVAL OF CLAIMS:**

A motion to approve claims totaling \$ 38,693.36 was made by **Commissioner Cockings**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings, Henderson and Nida
VOTING NO: None

**AGENDA ITEM NO. 5
REQUEST FOR ASSISTANCE:**

Mike Wolf, Program Manager reported on the following request:

- a) Home Repair: Gary Whited, 546 N. Kickapoo

Mr. Whited is 60 years old and has lived in his home for 4 years. He is income qualified. The home needs a new roof and a tree removed.

A motion to approve the request for assistance was made by **Commissioner Nida**, seconded by **Commissioner Henderson**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings, Henderson and Nida
VOTING NO: None

**AGENDA ITEM NO. 6
BID OPENING:**

- a) Home Repair: Anna Hill, 818 S. Philadelphia
Cost Estimate: \$ 12,000.00

<u>Contractor</u>	<u>Amount</u>
LG Construction:	\$ 10,980.00
Kingworsks:	\$ 12,300.00

A motion to refer bids to staff for review and award was made by **Commissioner Henderson**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings Henderson and Nida
VOTING NO: None

**AGENDA ITEM NO. 7
OLD BUSINESS:**

There was no old business.

**AGENDA ITEM NO. 8
NEW BUSINESS:**

Mike Wolf, Program Manager reported that Donna Wickes, Director at HUD, is scheduling a visit on Thursday to Shawnee for a tour of the projects SURA has completed. Mike is going to take her along with the Mayor on the tour.

Mike also reported that SURA owns a house at 808 N. Hobson. It was returned to us by the first homeowner. A couple has applied for purchase of the home, but they have bad credit. They both have jobs and qualify except for the credit. SURA has agreed to lease the home to them for one year, then if they make all payments timely, SURA will sell the home to them.

**AGENDA ITEM NO. 9
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:28 a.m. was made by **Commissioner Henderson**, seconded by **Commissioner Nida**. Motion carried with no abstentions.

VOTING YES: Rice, Barrett, Cockings, Henderson and Nida
VOTING NO: None


Secretary, Patty L. Nida


Chairman, Stephen Rice

AGENDA ITEM NO. 4: Case # P21-12 (continued from January 2, 2013 Planning Commission Meeting) A public hearing for consideration of approval to rezone property from R-1; Residential (Single Family Dwelling) to C-1; Neighborhood Commercial for property located at 4020 North Kickapoo.

Applicant: Nelmon Brauning

Chairman Turner called for the staff report. Justin Erickson presented a revised staff report amending the original rezoning request for the property at 4020 North Kickapoo from R-1; Single Family Residential to C-1; Neighborhood Commercial. He stated this would match the zoning already in place at 4016 North Kickapoo, making it easier for the applicant to market the property. Staff recommended approval.

Chairman Turner opened the public portion for comments. Mrs. M. Adair came forward asking for clarification between the C-1 request and the original C-3 request. Justin Erickson defined the differences and answered questions.

Chairman Turner closed the public portion and asked for a motion. Commissioner Carter made the motion to approve to rezone 4020 North Kickapoo to C-1. Second was made by Commissioner Bergsten.

Motion passed:

AYE: Carter, Bergsten, Hoster, Turner, Silvia, Prince, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 5: Case #P03-13 - A public hearing for consideration of approval to rezone property from A-1; Agricultural to RE; Rural Estates for property located at 18901 Brangus Road.

Applicant: Joseph Crossley

Chairman Turner called for the staff report. Stephanie Clary presented the staff report recommending approval of the applicant's request to rezone the property on Brangus

Road. Proposed use of the property is to rezone the 4.9 acre section of the property and then divide it into three new lots, approximately 1.6 acres each for single family dwellings.

Chairman Turner opened the public portion. Joseph Crossley, applicant, came forward. Mr Crossley also plans to build on the property. He stated there are deed restrictions prohibiting mobile homes or manufactured homes.

Chairman Turner closed the public portion and called for a motion. Commissioner Hoster made the motion to approve the request. Seconded by Commissioner Silvia to rezone the property from A-1; Agricultural to RE; Rural Estates.

Motion passed:

AYE: Hoster, Silvia, Bergsten, Carter, Turner, Prince, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 6: **Case #S01-13 - Consideration of approval of a preliminary plat for Chris' Addition located on Bradley Street, East on Bryan Ave.**

Applicant: Greg Brown Homes, LLC

Chairman Turner called for the staff report. Stephanie Clary gave a combined staff report for the preliminary and the final plat request. The proposed property use is for four (4) single family residential structures. She reported the preliminary and final plats meet all of the City's requirements and Staff recommended approval.

Chairman Turner opened the public portion. No one came forward. Chairman Turner asked for a motion. Commissioner Prince made the motion to approve the preliminary plat for Chris' Addition. Second was made by Commissioner Carter.

Motion passed:

AYE: Prince, Carter, Bergsten, Hoster, Turner, Silvia, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO. 7: **Case #S02-13 – Consideration of approval of a final plat for Chris’ Addition located on Bradley Street, East on Bryan Ave.**

Applicant: Greg Brown Homes, LLC

Also included in the staff’s combined report in Agenda Item #6 was the recommendation to approve the final plat with the following conditions:

1. Sidewalks shall be installed in accordance with the City of Shawnee sidewalk ordinance concurrent with site development.
2. All other applicable City standards apply.

Commissioner Prince made the motion to approve the final plat with the 2 (two) conditions as presented in the staff report. Second was made by Commissioner Bergsten.

Motion passed:

AYE: Prince, Bergsten, Carter, Hoster, Turner, Silvia, Salter

NAY:

ABSTAIN:

AGENDA ITEM NO.8: **Planning Director’s Report**

Justin Erickson reported the year began with a good start when seven single family permits were submitted. He also gave an updated report on several ongoing projects in Shawnee.

Stephanie Clary updated the Commission on the progress of the proposed bike trail.

AGENDA ITEM NO.9: **Commissioners Comments and/or New Business**

Commissioner Silvia voiced concern about the number of business advertisement signs in the public right-of-way. Justin Erickson explained City ordinances and the plan to implement clean-up.

Justin Erickson gave a report on the IQC, Institute for Quality Communities. They will be conducting a Placemaking Conference to be held on Wednesday, April 3, 2013 on the OU Norman campus. This free conference targets city planners to work together in an effort to improve Oklahoma communities. However, this date conflicts with the next regular scheduled Planning Commission Meeting.

Commissioner Silvia made the motion to reschedule the next regular scheduled Planning Commission Meeting from April 3, 2013 to April 10, 2013 to allow the Commissioners to attend the conference. Second was made by Commissioner Prince.

Motion passed:

AYE: Silvia, Prince, Bergsten, Carter, Hoster, Turner, Salter

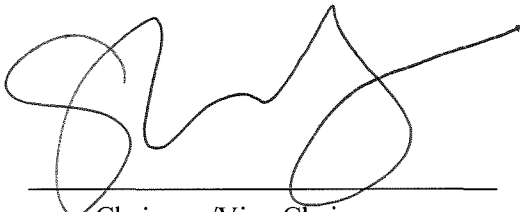
NAY:

ABSTAIN:

AGENDA ITEM NO.10:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Linda Burg
Linda Burg, Planning Commission Secretary

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	6	150.00CR			150.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	5	75.00CR			75.00
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR			20.00
BOATREG	BOAT REGULAR PERMIT	22	572.00CR			572.00
CAMPDAILY	CAMPING DAILY PERMIT FEE	1	20.00CR			20.00
DEMOL	DEMOLITION LICENSE FEE	1	75.00CR			75.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	3	300.00CR			300.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	3	225.00CR			225.00
EXT	EXTERMINATOR LICENSE FEE	2	50.00CR			50.00
FISHANNUAL	FISHING ANNUAL FEE	28	420.00CR			420.00
LAKE-IN	LAKE LEASE CITY RESIDENT	2	400.00CR			400.00
LAKE-OUT	LAKE LEASE NON RESIDENT	2	800.00CR			800.00
LAKEINSP	LAKE LEASE INSPECTION	6	450.00CR			450.00
LAKELEASE	LAKE LEASE	9	5,733.00CR			5,733.00
MECH1	MECHANICAL CONTRACTOR INTIAL	3	300.00CR			300.00
MECH2	MECHANICAL CONTRACTOR RENEW	4	300.00CR			300.00
MIXED	MIXED BEV OCCUPANTIONAL TAX	1	1,000.00CR			1,000.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR			900.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR			100.00
PLUM2	PLUMBING CONTRACTOR RENEW	9	675.00CR			675.00
RESAL	RESIDENTIAL SALE	43	430.00CR			430.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR			75.00
TAXI2	TAXI BUSINESS 2ND VEHICLE	1	25.00CR			25.00
TAXID	TAXI DRIVER LICENSE FEE	1	3.00CR			3.00
TREE	TREE TRIMMING LICENSE FEE	3	75.00CR			75.00
TOTAL			13,173.00CR			13,173.00

04/05/2013 10:29 AM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

P R O J E C T P A Y M E N T R E P O R T

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 3/01/2013 TO 3/31/2013
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	396.00CR
001-4202	BUILDING PERMITS	13,264.29CR
001-4203	PLUMBING PERMITS	4,160.00CR
001-4204	ELECTRICAL PERMITS	280.00CR
001-4205	ZONING PERMITS & APPLICATIONS	1,809.00CR
001-4206	HEATING & A/C PERMITS	770.00CR
001-4249	OTHER PERMITS	475.00CR
001-4822	OTHER MISC. REVENUE	49.50CR
101-4249	OTHER PERMITS	200.00CR
501-4510	WATER TAPS	5,250.00CR
799-1023	BANCFIRST GENERAL	26,653.79

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	16,767.85CR
B2-ADD	BUILDING CONSTRUCTION ADD	270.28CR
B3-REMODEL	BUILDING CONSTRUCTION REM	4,444.06CR
B4-OTHER	BUILDING CAPORT/SHELTER	510.10CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	325.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	842.00CR
P3-REMODEL	PLUMBING REMODEL	1,035.50CR
X-BORE/CUT	BORING & PAVING CUT PERMI	100.00CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	100.00CR
X-MOVING	MOVING PERMIT	50.00CR
X-PLATFIN	PLAT REVIEW FINAL	407.00CR
X-PLATREV	PLAT REVIEW PRELIM	572.00CR
X-SIGN	SIGN PERMIT	200.00CR
Z-OCCUP	OCCUPANCY PERMIT	125.00CR
Z-REZONING	REZONING REQUEST	830.00CR
TOTAL		26,653.79CR

Regular Board of Commissioners

5.

Meeting Date: 04/15/2013

Mayor Proclamations

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Mayor Proclamations:

“National Public Safety Telecommunicators Week”

April 14-20, 2013

“Arbor Week”

April 15-19, 2013

“Earth Day”

April 22, 2013

Attachments

Telecommunicators Week

Arbor Week

Earth Day

City of Shawnee



Proclamation

“National Public Safety Telecommunicators Week”

Whereas, emergencies can occur at any time that requires police, fire, or emergency medical services. When an emergency occurs the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependant upon the quality and accuracy of information obtained from citizens who telephone the City of Shawnee; and

Whereas, professional Public Safety Telecommunicators are a vital link between citizens and victims and are the first and most critical contact our citizen have with emergency services; and

Whereas, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, and emergency medical personnel by monitoring their activities by radio, providing them information, and insuring their safety; and

Whereas, Public Safety Telecommunicators of the City of Shawnee dispatched 79,000 calls in 2012; and

Whereas, Public Safety Telecommunicators of the City of Shawnee Communications Center have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

Whereas, each Public Safety Telecommunicator has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

Now, Therefore, It Is Proclaimed by the Mayor and City Commission of the City of Shawnee, Oklahoma, the week of April 14—20, 2013, to be

“National Public Safety Telecommunicators Week”

in Shawnee, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

In Witness Whereof, I have hereunto set my hand and cause the Seal of the City of Shawnee to be affixed on this 15th day of April, 2013



ATTEST:

Wes Mainord, Mayor

Phyllis Loftis, CMC, City Clerk



City of Shawnee



Proclamation

“Arbor Week”

Whereas, Arbor Day is celebrated nationally to encourage Americans to maintain and replenish our country’s vast forests, orchards, and woodlands; and

Whereas, in March 1982, Oklahoma declared a full “Arbor Week” to better recognize the value of tree planting as well as to avoid the harsh planting conditions of late winter; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife. Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

Whereas, the City of Shawnee has been named as a 2012 Tree City USA community by the Arbor Day Foundation; this is the eleventh year Shawnee has received this national recognition; and

Whereas, trees, wherever they are planted contribute immeasurably to our wonderful city of which we are most proud.

Now, Therefore, I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma, by the authority vested in me, do hereby proclaim the week of April 15 - 19, 2013, as

“Arbor Week”

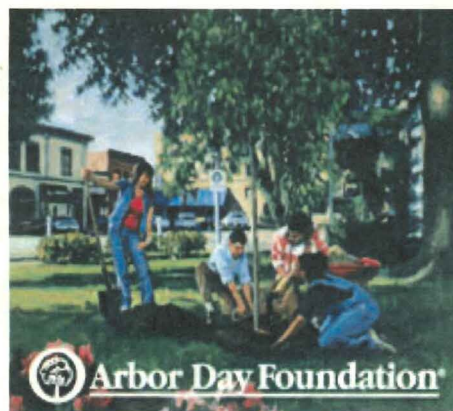
In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2013

Wes Mainord, Mayor



ATTEST:

Phyllis Loftis, CMC, City Clerk



City of Shawnee



Proclamation

“Earth Day”

Whereas, the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

Whereas, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

Whereas, it is understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

Whereas, a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

Whereas, the City of Shawnee acknowledges the importance of **Earth Day** as a reminder of our community’s connection to the planet and our responsibility to preserve and protect our environment. Through increased environmental awareness, we can meet the challenge of having an ecologically healthy community and a vigorous environment for our citizens.

Now, Therefore I, Wes Mainord, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim Monday, April 22, 2013, as

“Earth Day”

In the city of Shawnee, Oklahoma
Dated this 15th day of April, 2013



Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk

Regular Board of Commissioners

6.

Meeting Date: 04/15/2013

RedCedar Presentation

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation by Dr. Don Turton of the OSU Oklahoma Water Resources Research Institute on the impact of Redcedars on stream flow.

RECESS CITY COMMISSION MEETING TO CONVENE THE SHAWNEE MUNICIPAL AUTHORITY
AND THE SHAWNEE AIRPORT AUTHORITY

RECONVENE THE CITY COMMISSION MEETING

Regular Board of Commissioners

7.

Meeting Date: 04/15/2013

Preliminary Plat S03-13 Hyatt Addition Section III

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consideration of approval of a preliminary plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street. Case #S0313 Applicant: Mehdi Azimi

Attachments

Prelim Plat Hyatt Addition

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Mehdi Azimi

FOR: Preliminary Plat – Hyatt Addition III

LOCATION: North Harrison Street, on East 45th

PROJECT NUMBER 130365 CASE NUMBER S03-13

PLANNING COMMISSION MEETING DATE: April 10, 2013

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT:* 7

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN			X			
CARTER		X	X			
HOSTER			X			
TURNER (CHAIRMAN)			X			
SILVIA (VICE-CHAIRMAN)	X		X			
PRINCE			X			
SALTER			X			

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

**STAFF REPORT – COMBINED
PRELIMINARY AND FINAL PLAT
CASE #S03-13, #S04-13**

TO: Shawnee Planning Commission

AGENDA: April 10, 2013

RE: CASE #S03-13 Preliminary Plat; CASE #S04-13 Final Plat
Hyatt Addition - E. 45th St

PROPOSAL

The applicant is requesting Preliminary Plat approval (Case #S03-13) and Final Plat approval (Case #S04-13) to facilitate the construction 85 new single-family residential structures. Previous preliminary and final plat approvals have resulted in the development of 59 residential lots as part of the Hyatt Addition. The original preliminary plat was approved in 2007 and has expired. The property is zoned R-1 and is located just East of Harrison Street on East 45th Street, south of Gordon Cooper Technology Center. One commercial lot is also proposed in the northeast corner of the site (zoned C-2). The applicant is requesting final plat approval of 41 residential lots as part of Section III (Phase III) of the Hyatt Addition.

GENERAL INFORMATION

Applicant	Mehdi Azimi
Owners	Mehdi Azimi
Site Location/Address	<i>See Figure 1</i>
Current Site Zoning	R-1
Parcel Size	~36 Acres
Proposed Use	Residential Use
Comprehensive Plan Designation	Commercial

Existing Land Use	Agricultural
Surrounding Proposed Land Use	<u>North:</u> Public/Commercial <u>South:</u> Commercial/ Residential <u>West:</u> Commercial <u>East:</u> Residential
Surrounding Zoning	<u>North:</u> C-2 <u>South:</u> A-1 and C-3 <u>West:</u> A-1 <u>East:</u> C-2

STAFF ANALYSIS AND FINDINGS

The Hyatt Addition originally came before the Planning Commission on April 4, 2007 with a requested zone change from C-1 to R-1, Preliminary Plat and Final Plat approval. All of the requests were approved and construction began on Section I with the creation of 40 lots. On August 4, 2010, the Planning Commission approved a zone change, a Preliminary Plat and a Final Plat for Phase II adjacent to 45th Street. All requests were approved and Phase II was completed with the creation of 19 lots. In accordance with the Shawnee Subdivision Ordinance, preliminary plats expire after five years. The applicant has now submitted a preliminary plat for the remaining undeveloped portions of the Hyatt Addition and a final plat for Section 3, which includes 41 new residential lots.

The proposed Preliminary Plat illustrates the creation of 85 additional lots allowing for a total of 144 lots for single family use, with additional lots for common areas and one commercial lot. Staff has reviewed the Preliminary Plat request and notes that the applicant is requesting one variance for Bijan Drive which is a cul-de-sac. The proposed cul-de-sac is to be 693.53 feet long and City Subdivision Regulations state in Article V, Section 40.2.1.S that “A cul-de-sac shall not exceed five hundred (500) feet in length measured from the entrance turnaround having a radius of not less than fifty (50) feet at the property line and not less than forty (40) feet at the curblines; however, when deemed advisable, the Planning commission may permit a variation from this length in order to adjust for topographic conditions.” Otherwise, Staff finds that the plat will meet all City requirements. Public streets and utilities are all at the site but some extensions are required. The proposed lot meets all zoning standards. The applicant is also requesting final plat approval for Section 3.

The City Engineer has reviewed the preliminary and final plat and provided the following comments:

- A) The drainage/detention for Hyatt Addition Section 3 shown as Common Area "A" will be sufficient for this phase of the development. When the remaining area of the Preliminary Plat is developed, then, drainage calculations and design of detention facility shown as Common Area "B" will need to be submitted for review and approval.

B) Waterline plans for Section 3 are adequate, looping of the dead-end line along Bijan Drive will be accomplished by tying back into the City line along 42nd Street.

C) Paving plans for Section 3 are adequate and meets City of Shawnee standards and specifications.

D) Sanitary sewer plans for Section 3 are adequate and meets City of Shawnee standards.

E) There should be emergency access for fire vehicles to 42nd Street as per Shawnee Fire Marshal. Access could be accomplished by temporary gravel with barricades in-place. Access at this time would not be for public through traffic. When next Section of Hyatt is developed, it will be required to provide street paving to City Standards for road to 42nd Street, and 42nd Street will need to be improved by developer as required by City Code for half-street paving.

Due to the size of the development, Staff did request that the applicant consider placing some green space within the development and including a recreational component for residents. The applicant has agreed to dedicate land for recreational and stormwater use as part of a future phase. This area has been designated as "Common Area B" on the Preliminary Plat.

RECOMMENDATION

Staff recommends **approval** of Hyatt Addition Preliminary and Final Plats, with a variance of 193.53 feet for Bijan Drive to allow for a cul-de-sac to be longer than the specified code standard of 500 feet. Additionally Staff recommends the following conditions:

1. Concurrent with Final Plat approval for future sections (not including Section 3), Hyatt Road shall be improved to 42nd Street in accordance with City standards to allow public access to Harrison Street. Temporary emergency access shall be provided concurrent with Section 3 only if required by the Fire Marshal.
2. The proposed water line extension shall be installed as shown and include looping in accordance with requirements of the City Engineer and the Shawnee Municipal Authority.
3. The developer shall improve the area noted as "Common Area B" to include recreational amenities for the residents of The Hyatt Addition.
4. The commercial lot that fronts 45th Street shall be developed to include sidewalks along 45th Street concurrent with development of the lot.
5. Application for final plat approval of future phases shall include accompanied with an engineered stormwater plan detailing the design of "Common Area B".

Attachments

1. Figure 1-Zoning Map
2. Figure 2-Aerial Map
3. Preliminary Plat
4. Final Plat



Figure 1: Zoning map, with site outlined in red.

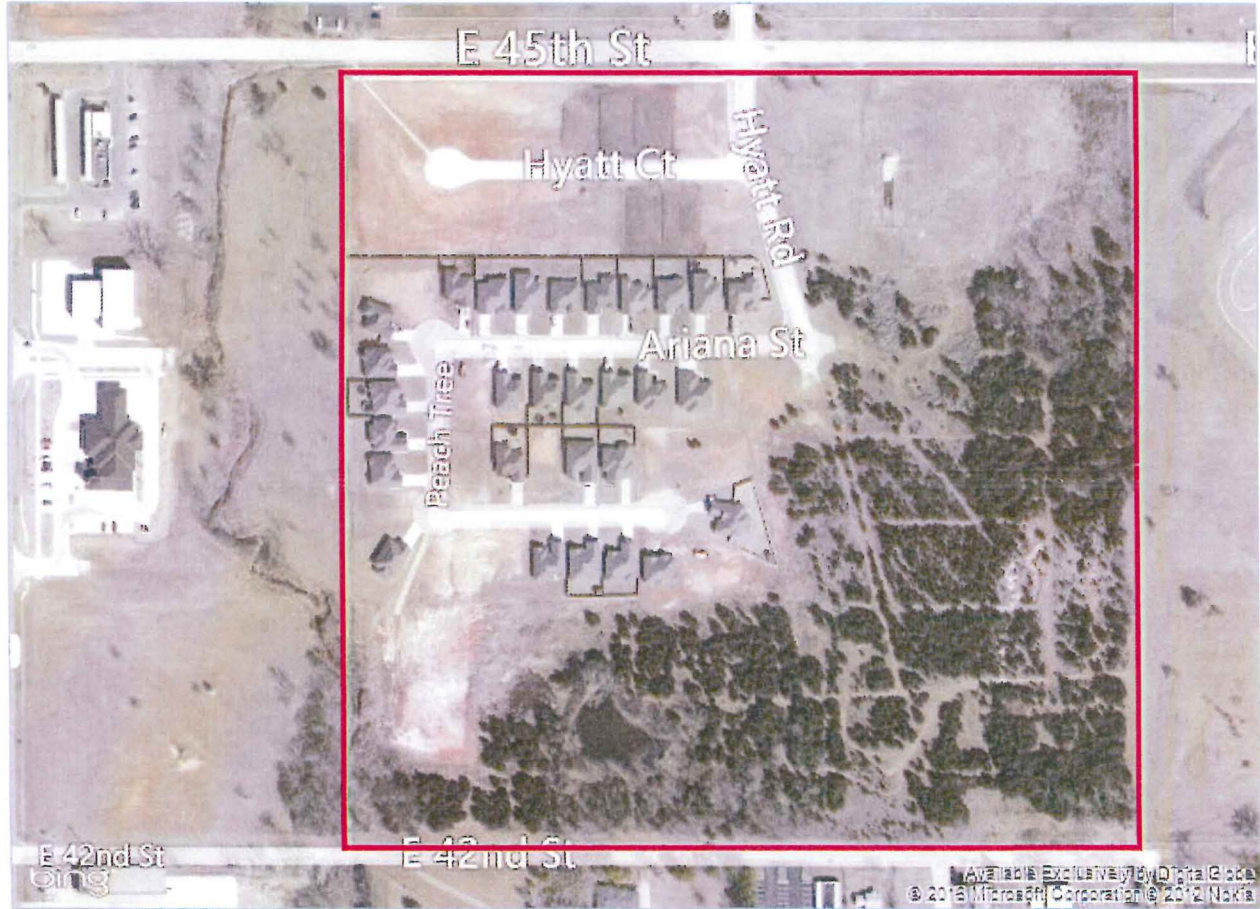


Figure 2: Aerial map, with Hyatt Addition demarcated.

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1665 with any questions.

APPLICANT MEHD, AZIMI
APPLICANT ADDRESS PO Box 1420, NORMAN, OK 73070
APPLICANT PHONE NUMBERS 405-650-4300
EMAIL ADDRESS DOC.AZIMI@GMAIL.COM
NAME OF PLAT HAYETT
LOCATION E OF HARRISON ON 45th
NUMBER OF ACRES 40 NUMBER OF LOTS 147

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS _____
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME MEHD, AZIMI
ADDRESS PO Box 1420, NORMAN, OK 73070
CONTACT NUMBERS 405-650-4300
EMAIL ADDRESS DOC.AZIMI@GMAIL.COM

PROJECT ENGINEER INFORMATION:

NAME ROSS MORRIS - MORRIS Engineering
ADDRESS 617 NW 27th, Moore, OK 73160
CONTACT NUMBERS 405-596-4516
EMAIL ADDRESS ROSS@rmorrisengineering.com

FOR STAFF USE ONLY

PROJECT NUMBER: 130365 CASE NUMBER: S03-13

DATE: 3/26/13 AMOUNT PAID: \$225.00 RECEIPT NO. 01451547

LEGEND

- ⊕ PROPOSED 3-PORT FIRE HYDRANT
- ⊙ EXISTING 3-PORT FIRE HYDRANT
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MANHOLE
- ⊞ EXISTING WATER VALVE
- ⊞ EXISTING POWER POLE

PRELIMINARY PLAT TO SERVE HYATT ADDITION

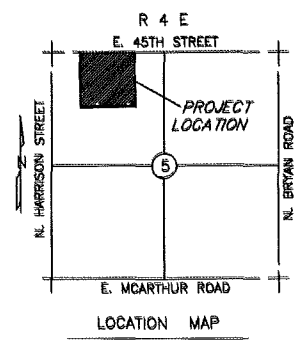
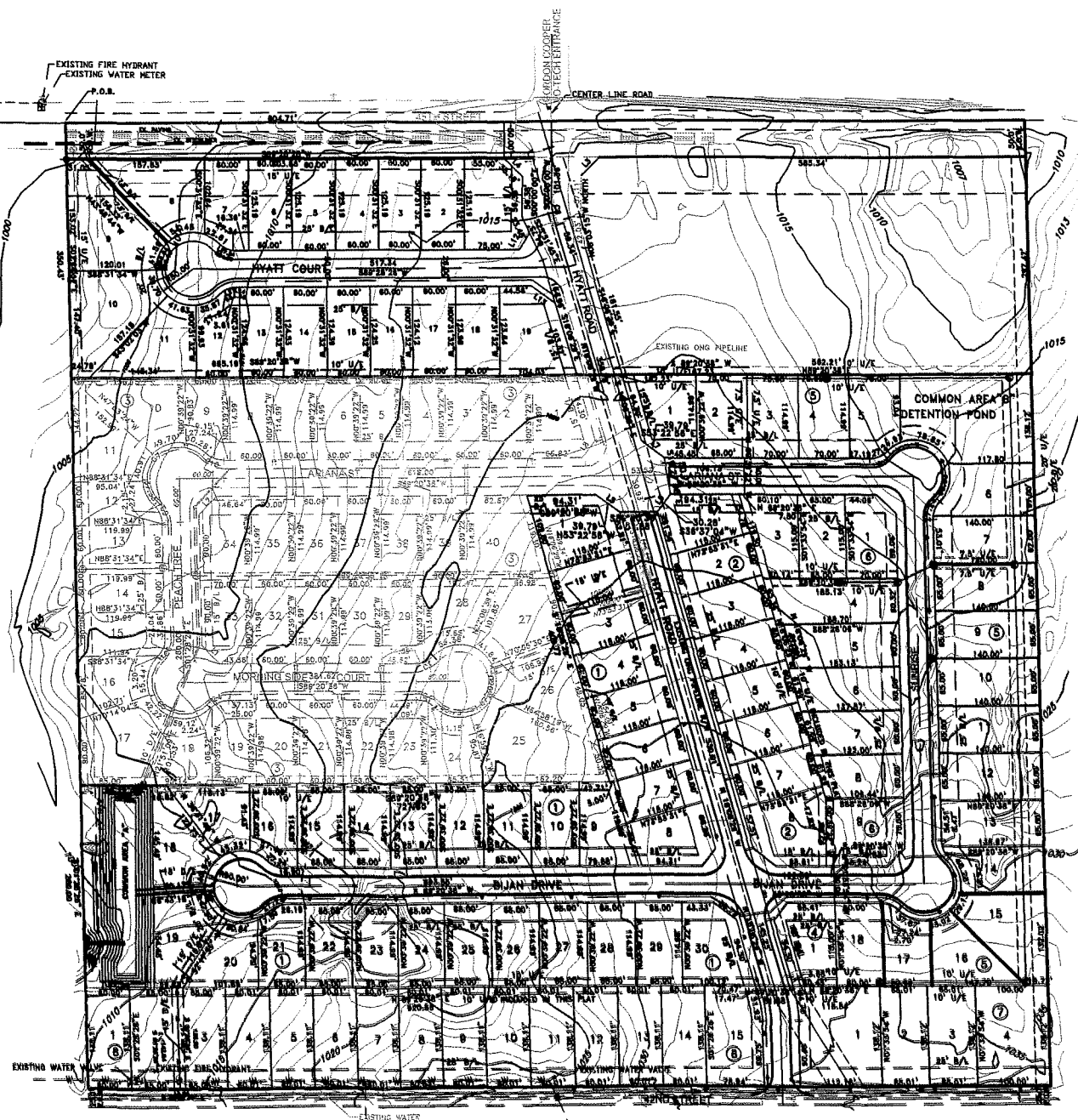
BEING A PART OF THE NW/4, SEC. 5, T10N, R4E, I.M.
CITY OF SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA

THE CITY OF SHAWNEE

LEGAL DESCRIPTIONS

Residential Property Legal Description A part of the Northwest Quarter (NW/4) of Section 5, Township 10 North (T10N), Range 4 East (R4E) of the Indian Meridian, Shawnee, Pottowatomie County, Oklahoma being more particularly described as follows: COMMENCING at the Northwest Corner of the said Section 5;
THENCE North 89 degrees 28 minutes 28 seconds East a distance of 659.57 feet to a point;
POINT OF BEGINNING;
THENCE South 01 degrees 28 minutes 26 seconds East a distance of 1328.54 feet to the
THENCE North 89 degrees 20 minutes 38 seconds East a distance of 1321.20 feet to a point;
THENCE North 01 degrees 33 minutes 54 seconds West a distance of 1317.20 feet to a point;
THENCE South 89 degrees 28 minutes 28 seconds West a distance of 1319.14 feet to the
POINT OF BEGINNING, containing 36.02 acres, more or less, being subject to all easements and rights of way of record.

TOTAL LOTS: 146
TOTAL AREA: 36.02 ACRES
DENSITY: 4.05 LOTS/ACRE
CURRENT ZONING: R-1 SINGLE FAMILY RESIDENTIAL



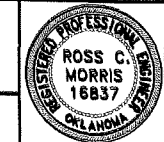
OWNER / DEVELOPER
MEDHI AZIM
P.O. BOX 1420
NORMAN, OKLAHOMA 73170
(405) 650-4300

SCALE: 1"=100'

PRELIMINARY PLAT TO SERVE
HYATT ADDITION

MORRIS
ENGINEERING AND SURVEYING
www.morrisengineering.com

617 N.W. 27th STREET
MOORE, OK 73160
(405) 912-2775
(405) 912-2322 FAX
CA 3549, EXP. 6-30-07



SCALE: 1"=80'
DATE: _____
ENGINEER: _____

FINAL PLAT of HYATT ADDITION, SEC. 3 A PART OF THE NW/4, SEC. 5, T10N, R4E, I.M. CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT MEDHI AZIMI BOLOURIAN AND CAROL A. AZIMI BOLOURIAN, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS, OR CORPORATION HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THAT THEY HEREBY DEDICATE ALL THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC FOR THE PURPOSES OF STREETS, UTILITIES AND DRAINAGE, FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGN FOREVER, AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE. AFTER INITIAL INSTALLATION OF ELECTRIC, TELEPHONE, CABLE, AND GAS LINES, ANY DUPLICATE LINES, INCLUDING TRANSFORMERS AND PEDESTALS, MUST BE INSTALLED COMPLETELY UNDERGROUND.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS DAY OF COVENANTS, RESERVATIONS AND RESTRICTIONS FOR THIS ADDITION ARE CONTAINED IN A SEPARATE INSTRUMENT.

MEDHI AZIMI BOLOURIAN

CAROL A. AZIMI BOLOURIAN

STATE OF OKLAHOMA
COUNTY OF

SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS PERSONALLY APPEARED MEDHI AZIMI BOLOURIAN AND CAROL A. AZIMI BOLOURIAN, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES HEREIN SET FORTH.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, TOWNSHIP 10 NORTH (T10N), RANGE 4 EAST (R4E) OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SW CORNER OF LOT 17, BLOCK 3 OF THE FILED PLAT "HYATT ADDITION", FILED IN THE POTTAWATOMIE COURTHOUSE; THENCE S00°28'26"E A DISTANCE OF 280.00 FEET; THENCE N89°20'38"E A DISTANCE OF 920.56 FEET; THENCE N89°20'38"E A DISTANCE OF 51.88 FEET; THENCE N89°20'38"E A DISTANCE OF 60.45 FEET; THENCE N01°33'54"W A DISTANCE OF 115.00 FEET; THENCE N01°33'54"W A DISTANCE OF 50.00 FEET; THENCE S89°20'38"W A DISTANCE OF 9.82 FEET; THENCE N00°39'22"W A DISTANCE OF 92.88 FEET; THENCE N18°08'29"W A DISTANCE OF 432.60 FEET; THENCE N89°20'38"E A DISTANCE OF 7.50 FEET; THENCE N00°39'22"W A DISTANCE OF 50.00 FEET; THENCE N00°39'22"W A DISTANCE OF 114.08 FEET; THENCE S89°20'38"W A DISTANCE OF 187.23 FEET; THENCE S18°08'29"E A DISTANCE OF 94.30 FEET; THENCE S53°22'28"E A DISTANCE OF 39.79 FEET; THENCE S10°27'08"E A DISTANCE OF 50.73 FEET; THENCE S36°37'04"W A DISTANCE OF 30.28 FEET; THENCE S89°20'38"W A DISTANCE OF 51.88 FEET; THENCE N53°22'28"W A DISTANCE OF 39.79 FEET; THENCE S89°20'38"W A DISTANCE OF 94.31 FEET; THENCE S18°08'29"E A DISTANCE OF 409.77 FEET; THENCE S89°20'38"W A DISTANCE OF 727.85 FEET TO THE P.O.B. SAID TRACT CONTAINING 9.72 ACRES, MORE OR LESS

LAND SURVEYOR'S CERTIFICATE

I, ROSS C. MORRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL REGISTERED LAND SURVEYOR, AND THAT THE ANNEXED PLAT CORRECTLY REPRESENTS A CAREFUL SURVEY MADE UNDER MY DIRECTION, AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

ROSS C. MORRIS, L.S. 1457

STATE OF OKLAHOMA
COUNTY OF

SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROSS C. MORRIS, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, GIVEN UNDER MY HAND AND SEAL THE DAY OF

MY COMMISSION EXPIRES:

NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES, IN AND FOR THE COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND ON THE ANNEXED PLAT IS VESTED IN MEDHI AZIMI BOLOURIAN AND CAROL A. AZIMI BOLOURIAN, INDIVIDUALS, THAT ON THE DAY OF 20, THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND, OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR THE YEAR 20, AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND, AND NO TAX DEED ARE ISSUED TO ANY ONE PERSON, THAT THERE ARE NO LIENS, MORTGAGES, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE ANNEXED PLAT, EXCEPT MORTGAGES, MINERALS, WATER RIGHTS AND EASEMENTS OF RECORD PREVIOUSLY RESERVED, EXCEPTED OR GRANTED.

IN WITNESS WHEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS DAY OF 20

FIRST AMERICAN TITLE & TRUST CO.

VICE-PRESIDENT

COUNTY TREASURER'S CERTIFICATE

I, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED OR ACTING COUNTY TREASURER OF POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 20, AND PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEARS TAXES.

IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT CITY OF SHAWNEE, THIS DAY OF 20

COUNTY TREASURER

CITY PLANNING COMMISSION APPROVAL

I, PLANNING DIRECTOR FOR THE CITY OF SHAWNEE, STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE SHAWNEE PLANNING COMMISSION DULY APPROVED THE ANNEXED PLAT ON THE DAY OF 20

PLANNING DIRECTOR

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SHAWNEE, OKLAHOMA, THAT THE DE DEDICATIONS SHOWN ON THE ANNEXED PLAT ARE HEREBY ACCEPTED, ADOPTED BY THE COUNCIL OF THE CITY OF SHAWNEE, OKLAHOMA THIS DAY OF 20

ATTEST:

CITY CLERK

MAYOR

CERTIFICATE OF CITY CLERK

I, CITY CLERK OF THE CITY OF SHAWNEE, STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT ON THIS DAY OF 20

CITY CLERK

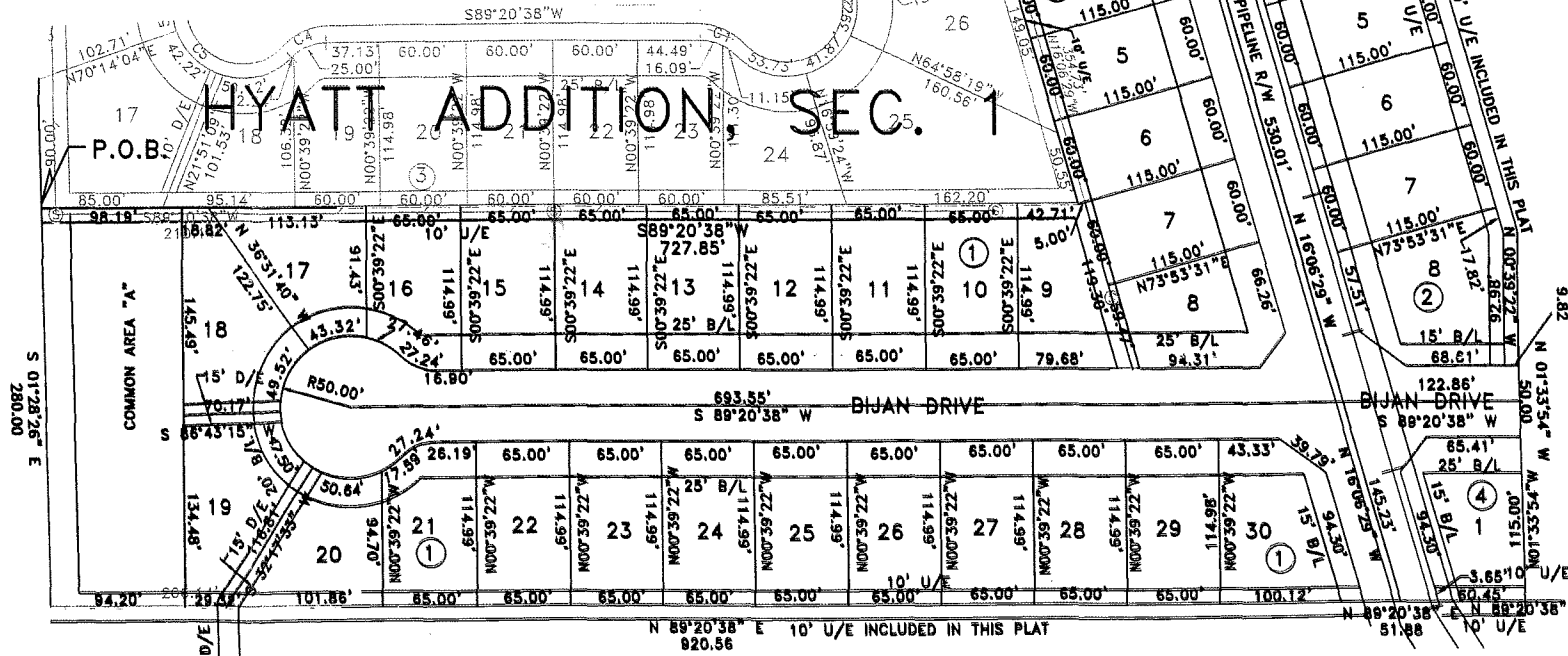
THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

ALL CENTERLINE CONTROL WILL BE PK NAIL IF ASPHALT PAVING OR CUT "X" IF CONCRETE PAVING.

ALL PROPERTY CORNERS WILL BE 3/8" REBAR WITH L.S. CAP.

NOTE: ALL UTILITIES SHALL BE LOCATED IN THE PUBLIC STREET RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS.

THE MAINTENANCE OR ALL PRIVATE STREET, ALL COMMON AREAS/DRAINAGE EASEMENTS, ALL MEDIANS, AND PUBLIC UTILITY EASEMENTS WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.



MORRIS ENGINEERING AND SURVEYING
617 N.W. 27th STREET
MOORE, OK 73160
(405) 912-2775
(405) 912-2322 FAX
CA 1020, EXP. 6-30-11

Professional seals for Ross C. Morris (Notary Public, Land Surveyor) and Ken Robert's (Notary Public). Includes fields for BONDED ABSTRACTOR'S SEAL, COUNTY TREASURER'S SEAL, and CITY CLERK'S SEAL.

Regular Board of Commissioners

8.

Meeting Date: 04/15/2013

Final Plat S04-13

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consideration of approval of a final plat for Hyatt Addition Section III located at North Harrison Street, on East 45th Street. Case #S0313 Applicant: Mehdi Azimi

Attachments

Final Plat Hyatt Addition

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Mehdi Azimi

FOR: Final Plat - Hyatt Addition III

LOCATION: North Harrison Street, on East 45th

PROJECT NUMBER 130253 **CASE NUMBER** S04-13

PLANNING COMMISSION MEETING DATE: April 10, 2013

PLANNING COMMISSION RECOMMENDATION: Approval subject to the following:

A variance of 193.53 feet for Bijan Drive to allow for a cul-de-sac to be longer than the specified code standard of 500 feet. Additionally Staff recommends the following conditions:

1. Concurrent with Final Plat approval for future sections (not including Section 3), Hyatt Road shall be improved to 42nd Street in accordance with City standards to allow public access to Harrison Street. Temporary emergency access shall be provided concurrent with Section 3 only if required by the Fire Marshal.
2. The proposed water line extension shall be installed as shown and include looping in accordance with requirements of the City Engineer and the Shawnee Municipal Authority.
3. The developer shall improve the area noted as "Common Area B" to include recreational amenities for the residents of The Hyatt Addition.
4. The commercial lot that fronts 45th Street shall be developed to include sidewalks along 45th Street concurrent with development of the lot.
5. Application for final plat approval of future phases shall include accompanied with an engineered storm water plan detailing the design of "Common Area B".

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 7

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
BERGSTEN			X			
CARTER			X			
HOSTER			X			
TURNER (CHAIRMAN)			X			
SILVIA (VICE-CHAIRMAN)	X		X			
PRINCE		X	X			
SALTER			X			

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

FINAL PLAT APPLICATION FOR THE CITY OF SHAWNEE

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1665 with any questions.

APPLICANT MEHDI AZIMI
APPLICANT ADDRESS PO Box 1420, NORMAN, OK 7307
APPLICANT PHONE NUMBERS 405-650-4300
EMAIL ADDRESS DOC AZIMI @ GMAIL . COM
NAME OF PLAT HYATT Sec 3
LOCATION N. HARRISON ST. E. 45th ST.
NUMBER OF ACRES 9.72 NUMBER OF LOTS 41

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS:

FEE: \$325.00

PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 41 82 -

PLUS \$1.00 PER LOTS OVER FIFTY(50) LOTS NUMBER OF LOTS

TOTAL COST \$407

FOR LESS THAN 2 ACRE LOTS:

FEE: \$325.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 92

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS

TOTAL COST \$407

OWNER/DEVELOPER INFORMATION:

NAME MEHDI AZIMI
ADDRESS PO Box 1420
CONTACT NUMBERS NORMAN, OK 73070
EMAIL ADDRESS DOC AZIMI @ GMAIL . COM

PROJECT ENGINEER INFORMATION:

NAME MORRIS ENCL. / ROSS MORRIS
ADDRESS 617 N.W. 07th. MORRIS, OK 73160
CONTACT NUMBERS OFFICE 918-2775- CELL 596-4516
EMAIL ADDRESS ROSS @ RMORRISENGINEERING . COM FAX 912-2322

FOR STAFF USE ONLY

PROJECT NUMBER: S04-13 CASE NUMBER: 130253

DATE: 3/4/13 AMOUNT PAID: \$407.00 RECEIPT NO. 01442161

Regular Board of Commissioners

9.

Meeting Date: 04/15/2013

REACT Lease

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on lease agreement with REACT Ambulance Authority for property located in the 1400 block of North Center Street.

Attachments

REACT Lease Agreement

LEASE AGREEMENT

This Agreement of Lease, made and entered into this _____ day of _____ 2013, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as ‘Lessor’ or “City”, and REACT Ambulance Authority, hereinafter referred to as “Lessee”.

WITNESSETH THAT:

WHEREAS, the City is the owner of the real property and premises located in the 1400 block of North Center Street, Shawnee, Oklahoma, lying north of Fairview Cemetery, being approximately 133’7” x 200’, currently used and operated by the City of Shawnee Parks Department (the “Property”); and

WHEREAS, the City and Lessee are mutually desirous of entering into a Lease for the use and occupancy of a portion of the Property, and the placement by Lessee of a new ambulance substation;

NOW THEREFORE, in consideration of the premises and of the rents, covenants and conditions herein contained, the City does hereby grant to the Lessee the right to use and occupy the area described in Article 2 hereof, during the term hereof, (hereinafter referred to as the “Leased Premises”), for the term and pursuant to the conditions hereinafter set forth.

ARTICLE I - TERM

- 1.1 The Term of this lease shall be for a fifty (50) year period, automatically renewing yearly, unless acted upon, at a Dollar (\$1.00) per year, commencing on the ____ day of _____ and ending at midnight on the _____ day of _____ (the “Term”).
- 1.2 Within one (1) year prior to the expiration of the Term, Lessor and Lessee will enter into good faith negotiation for renewal at terms and conditions acceptable to both parties.

ARTICLE 2- LEASED PREMISES

- 2.1 The Leased Premises shown on Exhibit A, attached hereto and made a part hereof consist of one (1) tract of land, as follows:
 - 2.1.1 “Tract I”: the North 85 feet of the Property;
 - 2.1.2 any real property improvement constructed or installed thereon during the Term hereof.

ARTICLE 3 - USE OF LEASED PREMISES

- 3.1 The Lessee shall occupy and use the Leased Premises for the construction of a building to house and to operate an ambulance service, and for no other purpose.

ARTICLE 4- CONSIDERATION

- 4.1 Lessee shall, within thirty (30) days from the date hereof, commence construction of an ambulance sub-station building on the Property.
- 4.2 The building and any improvements constructed by Lessee shall remain with the Property and become the property of Lessor at the end of the Term or any extension thereof.
- 4.3 Should Lessee cease its use of the Property for the operation of an ambulance service or terminate the lease within the first Ten (10) years, the Lessor shall purchase the improvements at the then Fair Market Value. If the same happens in years Eleven (11) thru Fifty (50), the property depreciates at a rate of 2.5% per year for the remaining Forty (40) years.

ARTICLE 5- ACCEPTANCE, CARE MAINTENANCE, IMPROVEMENTS AND REPAIR

- 5.1 Lessee warrants that it has inspected the Leased Premises and accepts possession of the Leased Premises and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules, regulations and ordinances of the City, and admits its suitability and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to maintain nor to make any improvements, repairs or restorations upon or to the Leased Premises or to any of the improvements presently located thereon. City shall never have any obligation to repair, maintain or restore, during the Term of this Lease, any improvements placed upon the Leased Premises by Lessee, its successors and assigns.

ARTICLE 6- ADDITIONAL OBLIGATIONS OF LESSEE

- 6.1 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- 6.2 Lessee shall comply with all health and safety laws and requirements and any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises and the improvements thereon and its operations at the Property hereunder.

ARTICLE 7- INGRESS AND EGRESS

- 7.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, to be used in common with others having right of passage thereon, at all times.

ARTICLE 8 - LIABILITIES AND INDEMNITIES

- 8.1 City shall not in any way be liable for any costs, liability, damage or injury, including costs of suit and reasonable expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or the Property, or as a result of any operations works, acts or omissions performed on the Leased Premises, or the Property, by Lessee, its sub-lessees or tenants, or their guest or invitees.
- 8.2 Lessee agrees to indemnify, save and hold harmless, the City, (its officers, agents, servants and employees) of and from any and all costs, liability, damage and expense (including costs of suit and reasonable expenses of legal services) claimed or recovered, justly or unjustly, false, fraudulent or frivolous, by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of use of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sub-lessees or tenants.
- 8.3 In addition to Lessee's undertaking, as stated in this Article, and as a means of further protecting the City, its officers, agents, servants and employees, Lessee shall at all times during the term of this Agreement obtain and maintain in effect Public Liability Insurance coverage as set forth in Schedule A attached hereto and made a part hereof In this connection, Lessee agrees to require its contractors doing work on the Property, and Lessee's tenants and sub-lessees, to carry adequate insurance coverage, and if Lessee so desires, it may accomplish same by an endorsement to Lessee's policies to include such persons or parties as additional named insured's.
- 8.3.1 The City reserves the right to increase the minimum liability insurance set forth in Schedule A when in the City's opinion the risks attendant to Lessee's operations hereunder have increased, or when the City's liability under any law or statute is increased.

ARTICLE 9- RULES AND REGULATIONS

- 9.1 Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and Municipal rules, regulations and laws and to require its officers, agents, employees, contractors, and suppliers, to observe and obey the same.

ARTICLE 10- SIGNS

- 10.1 Lessee shall have the right to install and maintain one or more signs on the Leased Premises identifying it and its operations, provided, however, the subject matter, type, design, number, location and elevation of such signs, and whether lighted or unlighted, shall be subject to and in accordance with the written approval of the City.

ARTICLE 11 - ASSIGNMENT AND SUBLEASE

- 11.1 Lessee covenants and agrees that it will not sell, convey, transfer or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of the City.
- 11.2 Any assignment or transfer of this Agreement, or any rights of Lessee hereunder, without the consent of the City, shall entitle the City at its option to forthwith cancel this Agreement.

ARTICLE 12- NON-DISCRIMINATION

- 12.1 The Lessee, for it, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a United States Government program or activity is extended, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil rights Act of 1964, and as said Regulations may be amended.
- 12.2 The Lessee shall indemnify and hold harmless City from any claims and demands of third persons including the United States of America resulting from the Lessee's noncompliance with any of the provisions of this Section and the Lessee shall reimburse City for any loss or expense incurred by reason of such noncompliance.

ARTICLE 13-SERVICES TO LESSEE

- 13.1 Lessee will contract with and obtain all required permits from the appropriate City departments.
- 13.2 Lessee will also contract with the furnishers of all other utilities for the furnishing of such services to the Leased Premises and shall pay for all water, gas, electricity, sanitary sewer service, other utilities, telephone, burglary and fire protection services furnished to the Leased Premises.

ARTICLE 14- LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

- 14.1 Except the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Property are granted by this Agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or intended to be granted to the Lessee by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 15 - NOTICES

- 15.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is deposited in the United States Mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To City: City Manager
 Post Office Box 1448
 Shawnee, Oklahoma 74802-1448

AND

To Lessee: REACT Ambulance Authority
 Post Office Box 3700
 Shawnee, Oklahoma 74802-3 700

- 15.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 16- HOLDING OVER

- 16.1 No holding over by Lessee after the termination of this lease shall operate to extend or renew this Lease for any further term whatsoever; but Lessee will by such holding over become the tenants at will of City and after written notice by City to vacate the Leased Premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.
- 16.2 Any holding over by Lessee beyond the thirty (30) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for damages equal to double the rentals provided for herein and which were in effect at the termination of the lease.
- 16.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee or tenants occupy the Leased Premises or any part thereof.

ARTICLE 17- INVALID PROVISIONS

- 17.1 The invalidity of any provisions, articles, paragraphs, portions, or clauses of this Agreement shall have no effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable Agreement.

ARTICLE 18- MISCELLANEOUS PROVISIONS

Non-Waiver of Rights.

- 18.1 The failure by either party to exercise any right, or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall other party be relieved thereby from its obligations under the terms hereof.

Force Majeure.

- 18.2 Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control.

Non-Liability of Individuals.

- 18.3 No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of an supplement, modification or amendment to this Agreement because of any breach thereof, or because of his or their execution or attempted execution of the same.

Quiet Enjoyment.

- 18.4 The City covenants that as long as Lessee is not in default of any provision of this Agreement, Lessee shall and may peaceably and quietly have, hold and enjoy the Leased Premises exclusively to it during the term hereof unless sooner cancelled as provided in this Agreement.

General Provisions.

- 18.5 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this Agreement.

- 18.6 This Agreement shall be performable and enforceable in Shawnee, Oklahoma and shall be construed in accordance with the laws of the State of Oklahoma.
- 18.7 This Agreement is made for the sole and exclusive benefit of the City and Lessee, their successors and assigns, and is not made for the benefit of any third party.
- 18.8 In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 18.9 All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 18.10 The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- 18.11 Nothing herein contained shall create or be construed to creating a co-partnership between the City and the Lessee or to constitute the Lessee an agent of the City. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 19- SUBORDINATION CLAUSES

- 19.1 This Agreement is subject and subordinate to the following:
- 19.1.1 Lessee's building will face south so that the bay doors are not opened up facing the street;
- 19.1.2 Lessee's driveway shall be positioned over the Property division line to allow for one curb cut and functioning as a driveway for the entire property;
- 19.1.3 Lessee's parking lot will be large enough to accommodate Lessee's employees next to the facility, room to run ambulances around to back into the bays, and additional parking on the south edge for visitors of Lessee and/or the Fairview Cemetery;
- 19.1.4 Lessee will use the same type of façade that is currently on the REACT station located in Airport Drive, Shawnee, Oklahoma;
- 19.1.5 Lessee will install a sidewalk the entire length of the Property to allow for pedestrian traffic;
- 19.1.6 City agrees to waive any permit fees associated with construction on the Property.

ARTICLE 20- ENVIRONMENTAL PROTECTION AGENCY LIABILITY

- 20.1 Lessee or any sub-lessee or assignee of the Lessee shall assume the sole and entire responsibility, obligations and liability of all requirements and regulations of the Environmental Protection Agency and all responsibility, obligations and liability relating to any other environmental hazards regarding Lessee, sub-lessees or assignees of the Lessees on said Leased Premises.

ARTICLE 21- ENTIRE AGREEMENT

- 21.1 The Agreement consists of Articles 1 to 21, inclusive, and Exhibit A and Schedule A.
- 21.2 It constitutes the entire Agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this Agreement of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

ATTEST:

LESSOR

THE CITY OF SHAWNEE

Phyllis Loftis, CMC, City Clerk

Brian D. McDougal, City Manager

ATTEST:

LESSEE

REACT AMBULANCE AUTHORITY

Dwight Wise, Secretary

Chris Thomas, Chairperson

SCHEDULE "A"

INSURANCE COVERAGE

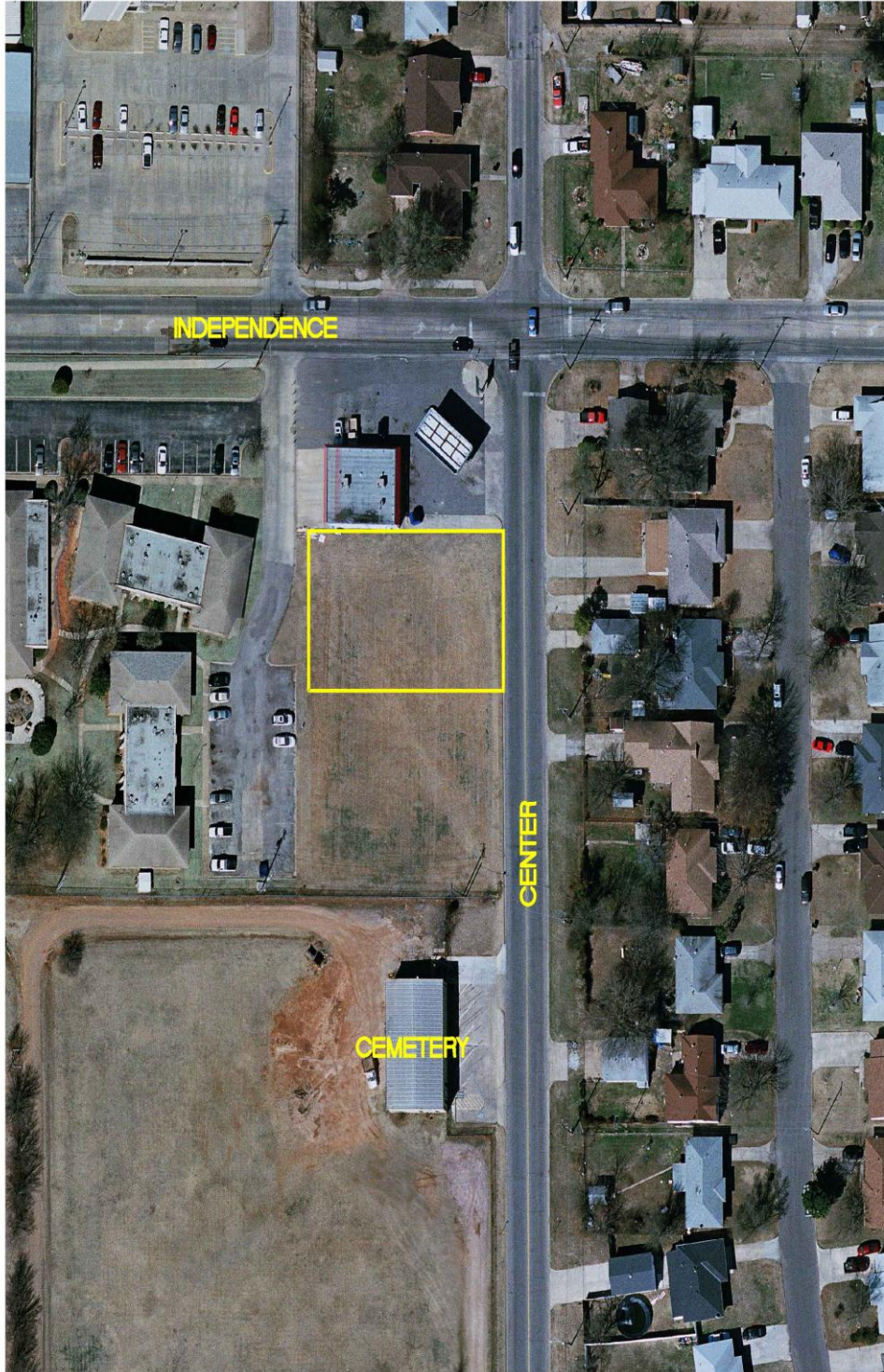
The Lessee, at Lessee's expense, shall obtain and maintain in continuous effect during the term of this Lease Agreement, insurance policies issued by an insurance carrier licensed to do business in the State of Oklahoma, providing for:

1. Comprehensive General Liability - having a minimum of \$100,000.00 per person, \$300,000.00 for any one accident, and property damage in an amount agreed upon by the Lessor and Lessee, with the following coverage:
 - a. broad form contractual liability
 - b. premises and operations
2. Fire coverage

The Lessee shall provide the City with a Certificate of Insurance indicating proof of the foregoing coverage. Such certificate shall provide that the carrier issuing the certificate shall notify the City within ten (10) days in advance of any cancellation or significant change in the terms or coverage of such insurance policies.

The failure of the Lessee to obtain and maintain such insurance coverage shall not relieve the Lessee from any liability arising from this Lease Agreement nor shall any such liability be limited to the liability insurance coverage provided for herein.

EXHIBIT "A"



Regular Board of Commissioners

10.

Meeting Date: 04/15/2013

Sales Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received April 2013.

Attachments

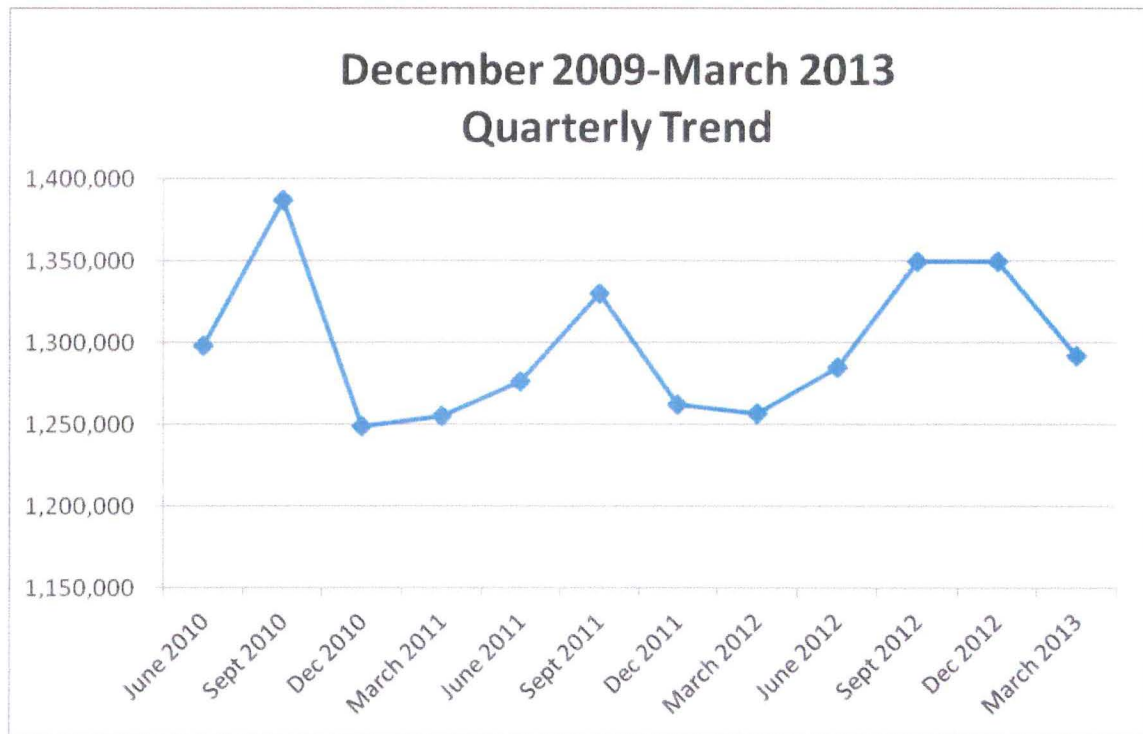
Sales Tax

City of Shawnee Memorandum

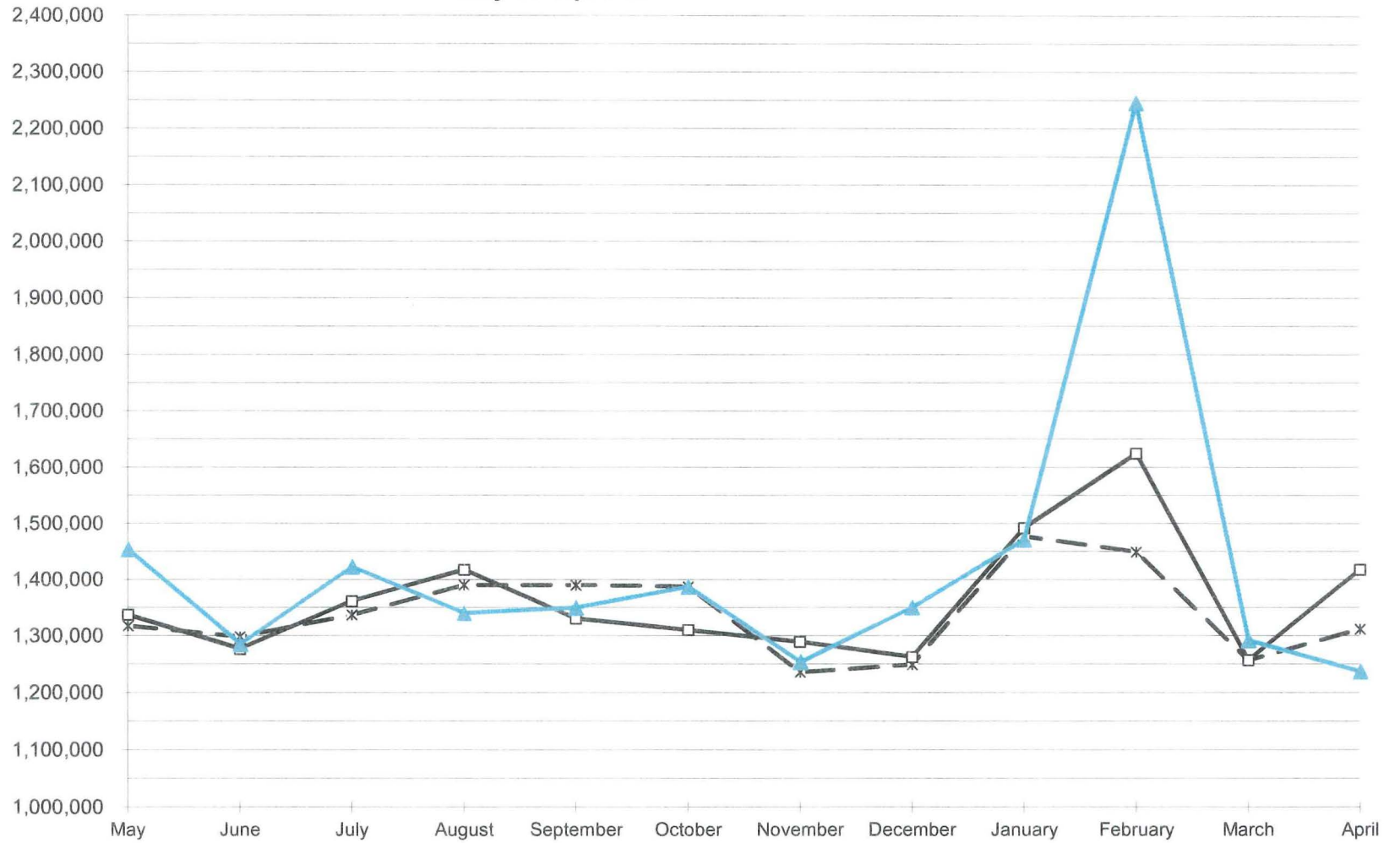


To: Mayor and City Commissioners
CC: Brian McDougal, City Manager
From: Cynthia R Sementelli, Finance Director
Date: April 11, 2013
Re: City Sales Tax Report

April Sales Tax receipts were down \$180,969 this month or 12.77% compared to last year actual for the same time frame. April Sales tax amount received plus interest was \$1,236,564 which accumulatively for the fiscal year we are up \$583,147 or 4.32%



**CITY OF SHAWNEE
SALES TAX COLLECTIONS
May 10- April 13**



—*— May 2010 through April 2011

—□— May 2011 through April 2012

—▲— May 2012 through April 2013

	May 2010	May 2011	May 2012	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	April 2011	April 2012	April 2013	Amount	Percentage
May	1,317,167	1,337,029	1,452,759	115,731	8.66%
June	1,298,026	1,276,542	1,284,872	8,330	0.65%
July	1,336,599	1,361,273	1,422,363	61,090	4.49%
August	1,390,086	1,417,308	1,339,539	(77,769)	(5.49%)
September	1,389,702	1,330,420	1,349,282	18,862	1.42%
October	1,386,987	1,309,924	1,386,657	76,733	5.86%
November	1,235,390	1,289,143	1,253,140	(36,003)	(2.79%)
December	1,248,649	1,262,401	1,349,459	87,058	6.90%
January	1,476,824	1,491,647	1,470,565	(21,082)	(1.41%)
February	1,448,966	1,624,568	2,245,070	620,503	38.19%
March	1,256,430	1,256,806	1,291,532	34,726	2.76%
April	1,311,387	1,417,533	1,236,564	(180,969)	(12.77%)
Total	14,784,824	16,374,595	17,081,802	707,208	4.32%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		13,761,024	14,344,171	\$583,147	4.24%
Fiscal Year to Date Budget based on last year actual plus 2.5%					
		Current Year	Current Year	Budget Variance	
Period		Budget	Actual	Favorable (Unfavorable)	
Fiscal Year to Date		14,105,050	14,344,171	\$239,121	1.70%

Regular Board of Commissioners

11.

Meeting Date: 04/15/2013

Joinder Agreement CMO SH SI, CMO, DC

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action to enter into joinder agreements with Oklahoma Municipal Retirement Fund to establish a Defined Contribution Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan (CMO DH SI, CMO DH, DC) and joinder agreement with Oklahoma Municipal Retirement Fund to establish a Defined Benefit Plan in the form of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan (DB); and authorizing appropriate officials to execute such documents as may be necessary to complete the agreements

Attachments

Memo Proposed Amendment

CMO DH SI

CMO DH

DC

DB

Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager

P.O. Box 1448
Shawnee, Oklahoma 74802-1448
(405) 878-1601 Fax (405) 878-1571
www.ShawneeOK.org

Commissioners

PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

April 10, 2013

To: The Mayor and Shawnee City Commission
From: Brian McDougal, Cindy Sementelli, Jodi Cox, and Dudley Hyde

1. Proposed amendment to Defined Benefit Plan

Background:

The Commissioners charged management with the task of finding a way to contain Defined Benefit plan costs. The required contribution rate continues to hover between 20% and 25% of payroll. As an attempt to lower long-term future costs, Shawnee hired consultants to help analyze potential retirement plan changes. This amendment will impact existing employees by freezing their pension promise to:

2.625% of pay * years of service up to 6/30/2013 * high 5 pay from 6/30/2003 to 6/30/2013

New hires employed on July 1, 2013, will not have a defined benefit plan. At this time, the current employee group will be grandfathered in on their current plan provisions such as COLA, Rule of 80, Life with a 10 year certain and hybrid. They will be able to grow into Rule of 80 and vesting but their service and pay will be frozen as of 6/30/13.

Financial Impact:

As of 1/1/2013, the unfunded liability in the plan is slightly over \$6,400,000. Even though we know it can be amortized over a 30 year period and we are currently paying about \$525,000 each year of this shortfall, it seems prudent to amend the plan in an effort to contain the future long-term costs. The normal costs to fund the plan requires approximately 14.00% of payroll but due to the unfunded status of the plan we are currently required to contribute at a rate of 22.51%. If we amend the plan the future promises would cease and the unfunded liability is contained to approximately \$1,265,000. We will continue to pay this unfunded liability off and if passed, it will be less of an impact to our financial statements when GASB requires Shawnee to book the unfunded liability on the face of our financial statements. This should also improve our overall long-term bond rating and ultimately gets Shawnee out of the pension business.

2. Proposed amendment to existing CMO/DH Defined Contribution Plan

Background:

Back in May 2008 when this plan was originally adopted, the definition of compensation was not explicitly stated in the Joinder Agreement (i.e. the plan documents). Subsequent to that time, OMRF allows the cities to clearly define the definition of compensation. Shawnee has been using the definition described below yet we wanted to take this opportunity to add the definition and clean up the documents. This will mimic personnel practices. There are no other recommended plan amendments to this existing plan.

Definition of compensation is based on W-2 taxable wages excluding severance pay, accrued vacation or sick leave paid upon termination of employment and moving expenses.

Financial Impact:

None

3. Proposed amendment to Non-Union Defined Contribution Plan

Background:

The existing Defined Benefit plan required such a high contribution rate in order to keep the plan funded and had such a large unfunded liability. So, again, Management, along with their consultants, were charged with coming up with a long-term retirement plan solution. After much deliberation and research, we feel the proposal presented delivers a long-standing solution that allows the Employer to be more fiscally responsible and yet still provides a substantial replacement retirement benefit that rewards our employees. The Employee contribution rate and all other defined contribution plan features remain the same. The only changes are that forfeitures will reduce future employer contributions and the Employer provides for a fixed contribution rate based on the following Service and Contribution tiers:

Service and Contribution Tiers for Participants hired prior to July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	5%
at least 5 but less than 10	10%
10 or more	15%

Service and Contribution Tiers for Participants hired on or after July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	3%
at least 5 but less than 10	6%
10 or more	9%

Financial Impact:

Long-term retirement plan savings are approximately \$ 510,100 and will only be more favorable as time goes on with the new hires getting a smaller contribution rate. In addition, we are proposing a salary increase to everyone of \$0.75 per hour or 3% of their 2012 pay. This will result in an increase of approximately \$ 272,400 to our overall salaries in this budget year. The results: Overall long-term savings, ultimately gets Shawnee out of the pension business, substantially lowers the unfunded liability, results in a very competitive DC plan design, rewards longevity with employees over 10 years, results in a competitive employer rate for non-uniformed as compared to Police/Fire pension (currently 13% of payroll), uses forfeitures to help fund the future employer contributions and gives the employees some of the immediate cost savings in their hands.

4. Proposed adoption of Non-Uniformed CMO/DH Defined Contribution Plan

Background:

This Special Incentive plan is identical to the plan amendments as proposed for the defined contribution plan on the non-uniformed general employees, as previously presented. It is the same Service and Contribution tiers (hired before 7/1/13: 5/10/15 and hired after 7/1/13: 3/6/9), same vesting schedule (7 year cliff), same allocation of forfeitures (reduce employer contributions), etc. The only difference is that Management recognizes that department heads are critical and wants to incent them to stay in their current position for the next five (5) years. We are proposing a \$5,000 annual stay bonus to be contributed by the Employer beginning June 30, 2014 and ceasing June 30, 2018. The vesting schedule tied to the stay bonus begins July 1, 2013 and is a 5 year cliff. In other words, the Employee will not own the stay bonus unless they remain employed through July 1, 2018. There are a few exceptions to the vesting schedule. A covered employee will be immediately vested upon death, disability, turning age 65 or meeting Rule of 80 as defined in the Defined Benefit plan.

Financial Impact:

Financial impact is similar to the impact as defined in the defined contribution plan on the non-uniformed general employees, except this adds up to potentially \$275,000 Employer contributions annually for the next five years.

Action: We recommend you approve all plan amendments as set before you.

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

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

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

1. Dates.

This instrument is a new Plan effective July 1, 2013.

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

2. Employee.

The word "Employee" shall mean:

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

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

Any person who, on or after the Effective Date, is in the position of Department Head or City Manager.

The word "Employee" shall not include:

Any person who is currently accruing benefits under any other state or local retirement system.

Any person who is in the position of Fire Chief or Police Chief and who is covered under another retirement program approved by the City Council.

3. Entry Date.

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

___ months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee shown above was met.

On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

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

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Thrift Plan Option.**
 - A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation (“Mandatory Contributions”). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
 - The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.
The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
 - The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- Fixed Contribution #1.** The Employer shall contribute to the Fund an amount which shall equal the percentage listed below of the total covered Compensation of all Participants in each Service and Contribution Tier for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant in each Service and Contribution Tier for such Valuation Period bears to the Compensation paid to all such Participants in each Service and Contribution Tier for such Valuation Period.

Service and Contribution Tiers for Participants hired prior to July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	5%
at least 5 but less than 10	10%
10 or more	15%

Service and Contribution Tiers for Participants hired on or after July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	3%
at least 5 but less than 10	6%
10 or more	9%

- Fixed Contribution #2 - Annual.** For all Participants as of July 1, 2013, who meet the definition of Employee in Section 2 of this Joinder on June 30th, the Employer shall contribute to the Fund an amount which shall equal \$5,000 per Participant on each June 30th for five years beginning June 30, 2014, and ceasing June 30, 2018.

- Variable Funding Option.
 - The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
 - Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
 - Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
 - Option C: A combination of Options A and B in the following ratios: $\frac{\%}{\%}$ for Option A, and $\frac{\%}{\%}$ for Option B.
- 401(k) Funding Option.
(This Option available only if elected prior to May 1, 1986)
 - Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than $\frac{\%}{\%}$ of their Compensation for each election period. The election period shall be the one month period preceding each Valuation Period calendar quarter of the Valuation Period.
 - Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- No Employer Contribution Option.

6. Other Participant Contribution Options.

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

7. Self-Directed Investments.

- Are permitted.**
- Are not permitted.

8. Allocation of Forfeitures Available.

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

9. Service for Worker's Compensation Period.

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

10. Vesting.

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

Option A

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

Option B

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

Option D

<u>Years of Service *</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 7	0%	100%
7 or more	100%	0%

*Provided however not withstanding anything to the contrary in this Joinder or the Master Defined Contribution Plan, this vesting schedule applies to the Employer Fixed Contribution #1 and is based on Years of Service.

Option C

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

<u>Years of Service **</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
5 or more	100%	0%

**Provided however not withstanding anything to the contrary in this Joinder or the Master Defined Contribution Plan, years of service for this vesting schedule shall not include service prior to July 1, 2013. This vesting schedule applies to the Employer Fixed Contribution #2 - Annual. If a Participant who has reached age 65 and/or meets Normal Retirement Age in the Employer's Defined Benefit Plan will be immediately vested in Employer Fixed Contribution #2 - Annual.

Option E

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

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

11. Participant Loans.

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

Participant loans shall not be offered.

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

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

City of Shawnee

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman _____

Attest:

Secretary

(SEAL)

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

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

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

1. Dates.

- This instrument is a new Plan effective _____.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective May 1, 2008. The effective date of this Joinder Agreement is July 1, 2013, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

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

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who .

3. Entry Date.

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

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

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

5. **Plan Design.**

The Employer hereby elects the following Plan design:

Pick-up Option. Each Employee shall be required to contribute to the Plan 8.00% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

Thrift Plan Option.

A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation (“Mandatory Contributions”). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.

The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.

Fixed Contribution. The Employer shall contribute to the Fund an amount which when added to amounts available from Amounts Forfeited in prior periods, if any, shall equal 5.00% of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution together with amounts available from Amounts Forfeited in prior periods shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

Variable Funding Option.

The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant’s total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

401(k) Funding Option.

(This Option available only if elected prior to May 1, 1986)

Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each Valuation Period calendar quarter of the Valuation Period.

Section 4.9(c) of the Plan (“Roth Elective Deferrals”) shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

No Employer Contribution Option.

6. Other Participant Contribution Options.

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

7. Self-Directed Investments.

- Are permitted.
- Are not permitted.

8. Allocation of Forfeitures Available.

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

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
- shall not be credited with Service for such period.

10. Vesting.

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

Option A

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

Option B

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

Option C

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

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate Vesting	100%	0%

Option E

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

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

11. Participant Loans.

- Participant loans shall be offered pursuant to Section 6.14 of the Plan.
- Participant loans shall not be offered.

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

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

City of Shawnee

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman

Attest:

Secretary

(SEAL)

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

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

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

1. Dates.

- This instrument is a new Plan effective _____.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective October 1, 2001. The effective date of this Joinder Agreement is July 1, 2013, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

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

The word "Employee" shall not include:

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

3. Entry Date.

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

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

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

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

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan 4.25% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Thrift Plan Option.**
 - A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation (“Mandatory Contributions”). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
 - The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.
The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
 - The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- Fixed Contribution.** The Employer shall contribute to the Fund an amount which shall equal the percentage listed below of the total covered Compensation of all Participants in each Service and Contribution Tier for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant in each Service and Contribution Tier for such Valuation Period bears to the Compensation paid to all such Participants in each Service and Contribution Tier for such Valuation Period.

Service and Contribution Tiers for Participants hired prior to July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	5%
at least 5 but less than 10	10%
10 or more	15%

Service and Contribution Tiers for Participants hired on or after July 1, 2013:

<u>Years of Service</u>	<u>Fixed Contribution Percentage</u>
Less than 5	3%
at least 5 but less than 10	6%
10 or more	9%

- Variable Funding Option.
- The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
- Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
- Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.
- 401(k) Funding Option.
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each [] Valuation Period [] calendar quarter of the Valuation Period.
- Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- No Employer Contribution Option.

6. Other Participant Contribution Options.

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

7. Self-Directed Investments.

- Are permitted.
- Are not permitted.

8. Allocation of Forfeitures Available.

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

9. Service for Worker's Compensation Period.

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

10. Vesting.

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

Option A

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

Option B

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

Option C

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

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 7	0%	100%
7 or more	100%	0%

Option E

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

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

11. Participant Loans.

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

Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan

The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

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

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

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Attest:

Title: Chairman

Secretary

(SEAL)

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

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

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

1. Dates.

- This instrument is a new Plan effective _____.
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 1966. The effective date of this Joinder Agreement is July 1, 2013, except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

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

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person who has an Employment Commencement Date after June 30, 2013.**

3. Eligibility.

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

- _____ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date.
- On the Employee's Employment Commencement Date if such date is prior to July 1, 2013.**

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

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

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:

- sixty (60) consecutive months.
 thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- Mandatory Contribution Option. An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee's contributions are to be taxed deferred:

- Pick-Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant's Compensation required to be contributed as of ___ in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- Sixty (60) monthly payments.
 One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- Plan AAA - 3% with no maximum Years of Service
 Plan AAA - 3% recognizing a maximum of 22 Years of Service
 Plan AA - 2.625%
 Plan BB - 2.25%
 Plan CC - 1.875%
 Plan A - 1.5%
 Plan B - 1.125%
 Plan C - .75%

C. Normal Retirement Age. Normal retirement age shall be:

- Age 65
 The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 62 and the age at which the Participant has completed 30 years of service.

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- Modified Rule of 80:

The earlier of (i) and (ii) as follows:

- (i) age 65
(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed years of credited service total 80 or greater. To be eligible, the Participant's age plus service must be at least 80 prior to termination of employment.

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.
3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- Ten Year Cliff Vesting Schedule
- Seven Year Cliff Vesting Schedule
- Five Year Cliff Vesting Schedule

E. Service Credit Prior to Original Plan Effective Date. The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.

- No limitation if the Employee's Employment Commencement Date is prior to July 1, 2013.
- Service credit prior to the original Plan effective date shall not exceed ___ years.

F. Service Buyback. The Employer hereby elects

- No service buyback pursuant to Section 10.13 of the Plan
- The service buyback provisions of Section 10.13 of the Plan

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
- shall not be credited with Service for such period.

H. Determination of Service for City Manager. Any Participant in the position of City Manager for the City of Shawnee and who was hired prior to February 1, 2004, shall receive an additional five (5) years of credited Service for purposes of calculating benefits under Section 5.1 of the Plan. No early retirement reduction shall apply.

I. Cessation of Benefit Accruals under Retirement Plan. Effective July 1, 2013, all Participants shall cease accrual of Service for purposes of calculating Pension benefits under the Plan. A Plan Participant who was an active Participant prior to July 1, 2013, may continue to earn Years of Service for vesting purposes and satisfying Modified Rule of 80 after June 30, 2013 under this Plan but will not continue to earn Years of Service for calculating Pension benefits under Section 5.1 of the Plan.

8. Contributions by Employees.

If Employees are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after.

a. The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

- Plan AAA - 6.0%
- Plan AA - 5.25%
- Plan BB - 4.5%
- Plan CC - 3.75%
- Plan A - 3%
- Plan B - 2.25%
- Plan C - 1.5%

b. The contribution formula shall be % of compensation. (Not to exceed the percentages in above paragraph).

- c. The contribution as annually determined each year shall be shared by the Employee and Employer as follows:

Employee portion %

Employer portion %

(Employee plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

No Cost-of-Living Option.

Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be July 1, 1976, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment of the Effective Date of this Joinder Agreement, shall

be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

be increased by % effective ___. Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

not be increased, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

Optional benefit forms under Section 7.2 of the Plan will not be permitted.

Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

NONE

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

Not applicable.

Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

(1) Mandatory Contributions made by the Participant after the effective date of the option.

(2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective July 1, 1995.

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

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

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Attest:

Title: Chairman

Secretary

(SEAL)

Regular Board of Commissioners

12.

Meeting Date: 04/15/2013

Ordinance CMO DH SI

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; providing for purpose and organization; providing for definitions; providing for eligibility and participation; providing for employer and employee contributions; providing for accounting, allocation, and valuation; providing benefits; providing for required notice; providing for amendments and termination; providing for transfer to and from other plans; creating a committee and providing for powers, duties, and rights of committee; providing for payment of certain obligations; providing for duration and payment of expenses; providing for effective date; providing for vesting schedules; providing for a fund to finance the system to be pooled with other incorporated cities, towns and their agencies and instrumentalities for purposes of administration, management, and investment as part of the Oklahoma Municipal Retirement Fund; providing for payment of all contributions under the system to the Oklahoma Municipal Retirement Fund for management and investment; providing for non-alienation of benefits and loss of benefits for cause; adopting those amendments mandated by the Internation Revenue Code; providing for repealer and severability; and declaring an emergency. (CMO DH SI)

Attachments

Ordinance CMO DH SI

Master Plan

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COMMISSION OF SHAWNEE, OKLAHOMA:

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

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

Section 3. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement

of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

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

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

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

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

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

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

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

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

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ___ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

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

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

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ADDENDUM NUMBER ONE: Final Code Section 415 Regulations

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

ARTICLE I.
Purpose and Organization

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

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

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

ARTICLE II.
Definitions and Construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III.
Eligibility and Participation

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

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

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

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

ARTICLE IV.
Contributions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Roth Elective Deferrals:

(i) General Application.

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

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

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

(ii) Separate Accounting.

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

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

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

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

(iii) Direct Rollovers.

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

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

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

(iv) Definition.

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

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

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

ARTICLE V.
Accounting, Allocation and Valuation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.12 Investment Options:

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

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

ARTICLE VI.
Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) a lump sum distribution;

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

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

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

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

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

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

6.13 Payments Under a Qualified Domestic Relations Order:

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

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

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

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

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

- 1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;
- 2) the amount or percentage of the Participant’s benefits to be paid by the Plan to the Alternate Payee;
- 3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,
- 4) each plan to which such order applies.

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

- 1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
- 2) does not require the Plan to provide increased benefits; and,
- 3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee pursuant to another order previously determined to be a Qualified Domestic Relations Order, or an order recognized by the Plan as a valid order prior to the effective date of the Plan.

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

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

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

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

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

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

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

6.14 Loans to Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Definitions:

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

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

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

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

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

ARTICLE VII.
Notices

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

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

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

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

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

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

ARTICLE VIII.
Amendment and Termination

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

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

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

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

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

9.2 Transfers to This Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9 Transfers From Another Qualified Plan:

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

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

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

ARTICLE X.
Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.4 Abandonment of Benefits:

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

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

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

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

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

ARTICLE XI.

General

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

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

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

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

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

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

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

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

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

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

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

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

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

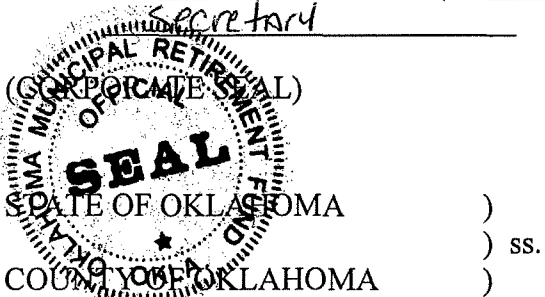
IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By *George Wilkinson*

ATTEST:

By *Burke Ann Young*
Secretary



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

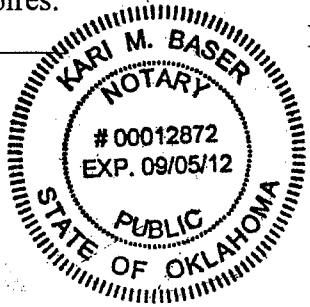
GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

Kari M. Baser
Notary Public

My Commission Expires: 09/05/2012

My Commission No.: 00012872

(NOTARY SEAL)



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

AMENDMENT FOR THE FINAL CODE SECTION 415 REGULATIONS

**ARTICLE I.
PREAMBLE**

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

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

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

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

**ARTICLE II.
FINAL SECTION 415 REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 **Aggregation and Disaggregation of Plans.**

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

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

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

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

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

**ARTICLE III.
PLAN COMPENSATION**

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

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

AMENDMENT FOR PENSION PROTECTION ACT, HEART ACT AND WRER ACT

**ARTICLE I
PREAMBLE**

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

**ARTICLE II
PARTICIPANT DISTRIBUTION NOTIFICATION**

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

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

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

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

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

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

ARTICLE V DIRECT ROLLOVER TO ROTH IRA

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

ARTICLE VI QUALIFIED DOMESTIC RELATIONS ORDERS

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

ARTICLE VII OTHER 401(k) PLAN PROVISIONS

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

ARTICLE VIII HEART ACT PROVISIONS

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

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

**ARTICLE IX
WAIVER OF 2009 REQUIRED DISTRIBUTIONS**

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

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

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

By: John P. Papahronis
Name: John Papahronis

Regular Board of Commissioners

13.

Meeting Date: 04/15/2013

Ordinance CMO DH

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to definition of compensation; providing for repealer and severability; and declaring an emergency. (CMO DH)

Attachments

Ordinance CMO DH

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF DEPARTMENT HEAD OR CITY MANAGER FOR THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF COMPENSATION; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA.

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the City of Shawnee, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

The foregoing ordinance was introduced before the City Commission of the City of Shawnee on the ____ day of _____, _____, and was duly adopted and approved by the Mayor and City Commission on the ____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 04/15/2013

Ordinance DB

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of City of Shawnee, Oklahoma; pertaining to definition of employee; pertaining to eligibility; pertaining to service buyback; providing for cessation of benefit accruals; providing for repealer and severability; and declaring an emergency. (DB)

Attachments

Ordinance DB

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF EMPLOYEE; PERTAINING TO ELIGIBILITY; PERTAINING TO SERVICE BUYBACK; PROVIDING FOR CESSATION OF BENEFIT ACCRUALS; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA.

Section 1. AMENDATORY. The Employee Retirement System, Defined Benefit Plan, of the City of Shawnee, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

The foregoing ordinance was introduced before the City Commission of the City of Shawnee on the ____ day of _____, _____, and was duly adopted and approved by the Mayor and City Commission on the ____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

15.

Meeting Date: 04/15/2013

Ordinance DC

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma; pertaining to the definition of compensation; pertaining to plan design; pertaining to allocation of forfeitures; providing for repealer and severability; and declaring an emergency. (DC)

Attachments

Ordinance DC

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO THE DEFINITION OF COMPENSATION; PERTAINING TO PLAN DESIGN; PERTAINING TO ALLOCATION OF FORFEITURES; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA.

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the City of Shawnee, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on July 1, 2013.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

The foregoing ordinance was introduced before the City Commission of the City of Shawnee on the ____ day of _____, _____, and was duly adopted and approved by the Mayor and City Commission on the ____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____ day of _____, _____.

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

16. a.

Meeting Date: 04/15/2013

City Hall Parking Lot (Award)

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Hall Parking Lot Improvement Project (Award)

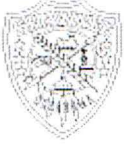
Attachments

Memo and Bid Tab

Notice to Bidders

Bidders List

Mayor
WES MAINORD



The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners

PAM STEPHENS
LINDA AGEE
JAMES HARROD
KEITH HALL
JOHN WINTERRINGER
STEVE SMITH

MEMORANDUM

Date: April 11, 2013

To: Brian McDougal, City Manager

From: John Krywicki, P.E., City Engineer 

**Re: Contract for City Hall Parking Lot Improvements
{Contract No. COS-PW-12-04}**

At the April 1, 2013 City Commission meeting we opened bids that were received for the City Hall Parking Lot Improvements. Three bids were tabulated (attached bid tabs). The project was bid out as asphalt paving with an alternate bid for concrete paving.

The lowest and best bid received for asphalt paving was from All-Roads Paving in the amount of \$192,879.50, and the lowest and best bid received for the alternate concrete paving was also received by All-Roads paving in the amount of \$195,235.40.

If you have any questions or need additional information, please advise.

COS-PW-12-04

CITY HALL PARKING LOT IMPROVEMENTS PROJECT

ITEM NO.	Spec No.	DESCRIPTION	QNTY.		ALL ROADS PAVING		ALL ROADS PAVING		RUDY CONSTRUCTION		RUDY CONSTRUCTION		BISHOP PAVING		BISHOP PAVING		UNIT PRICE	TOTAL
			NO.	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL				
1.	202	Unclassified Excavation	600.00	C.Y.	\$ 11.05	\$ 6,630.00	\$ 10.00	\$ 6,000.00	\$ 10.00	\$ 6,000.00	\$ 10.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.	202	Select Borrow	120.00	C.Y.	\$ 3.45	\$ 414.00	\$ 16.00	\$ 1,920.00	\$ 30.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.	221	Erosion Control	1.00	L.S.	\$ 455.00	\$ 455.00	\$ 640.00	\$ 640.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.	230	Solid Slab Sodding	900.00	S.Y.	\$ 2.07	\$ 1,863.00	\$ 2.40	\$ 2,160.00	\$ 3.50	\$ 3,150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.	407	Tack Coat	405.00	Gal.	\$ 2.92	\$ 1,182.60	\$ 4.00	\$ 1,620.00	\$ 3.00	\$ 1,215.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.	411	Asphalt Paving (Type "A")	605.00	Ton	\$ 67.12	\$ 40,607.60	\$ 78.00	\$ 47,190.00	\$ 70.00	\$ 42,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.	411	Asphalt Paving (Type "B")	302.00	Ton	\$ 83.25	\$ 25,141.50	\$ 89.00	\$ 26,878.00	\$ 84.00	\$ 25,368.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.	414	6" Concrete Paving	50.00	S.Y.	\$ 42.47	\$ 2,123.50	\$ 42.00	\$ 2,100.00	\$ 78.00	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.	609	6" Concrete Curb and Gutter	1,250.00	L.F.	\$ 21.19	\$ 26,487.50	\$ 17.00	\$ 21,250.00	\$ 14.00	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10.	610	4" P.C. Concrete Sidewalk	150.00	S.Y.	\$ 24.09	\$ 3,613.50	\$ 34.00	\$ 5,100.00	\$ 38.00	\$ 5,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11.	610	Concrete Sidewalk ramp	1.00	EA.	\$ 280.00	\$ 280.00	\$ 870.00	\$ 870.00	\$ 905.00	\$ 905.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12.	610	Concrete Flume	5.00	S.Y.	\$ 40.00	\$ 200.00	\$ 90.00	\$ 450.00	\$ 275.00	\$ 1,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.	619	Remove Pavement	1,900.00	S.Y.	\$ 5.85	\$ 11,115.00	\$ 5.00	\$ 9,500.00	\$ 8.00	\$ 15,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14.	619	Remove Concrete Sidewalk	280.00	S.Y.	\$ 7.15	\$ 2,002.00	\$ 5.00	\$ 1,400.00	\$ 8.00	\$ 2,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15.	619	Remove Rock Sign Base	1.00	EA.	\$ 165.00	\$ 165.00	\$ 800.00	\$ 800.00	\$ 620.00	\$ 620.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16.	619	Remove Parking Stripes	420.00	L.F.	\$ 0.52	\$ 218.40	\$ 1.20	\$ 504.00	\$ 1.25	\$ 525.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17.	619	Remove Pipe Bollard	2.00	EA.	\$ 71.50	\$ 143.00	\$ 80.00	\$ 160.00	\$ 620.00	\$ 1,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18.	619	Remove and Reset Sign	2.00	EA.	\$ 100.00	\$ 200.00	\$ 225.00	\$ 450.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19.	619	Remove and Reset (Light Pole)	1.00	EA.	\$ 1,650.00	\$ 1,650.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20.	641	Mobilization	1.00	L.S.	\$ 5,610.00	\$ 5,610.00	\$ 5,000.00	\$ 5,000.00	\$ 8,862.00	\$ 8,862.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21.	642	Construction Staking	1.00	L.S.	\$ 880.00	\$ 880.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22.	702	12" CKD Subgrade	3,500.00	S.Y.	\$ 5.58	\$ 19,530.00	\$ 7.00	\$ 24,500.00	\$ 6.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23.	709	3" Conduit (schedule 40 PVC)	200.00	L.F.	\$ 2.60	\$ 520.00	\$ 13.00	\$ 2,600.00	\$ 18.25	\$ 3,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24.	854	Traffic Stripe (4" Wide) (Yellow)	2,000.00	L.F.	\$ 1.25	\$ 2,500.00	\$ 2.20	\$ 4,400.00	\$ 2.40	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25.	880	Traffic Control	1.00	S.Y.	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT OF BASE BID							\$ 155,031.60		\$ 174,492.00		\$ 180,000.00		\$ -					
ADD ALTERNATE BID																		
26.	407	Tack Coat	640.00	Gal.	\$ 2.92	\$ 1,868.80	\$ 4.00	\$ 2,560.00	\$ 3.00	\$ 1,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
27.	409	Fabric Reinforcement (Petromat)	2555.00	S.Y.	\$ 0.62	\$ 1,584.10	\$ 1.90	\$ 4,854.50	\$ 4.80	\$ 12,264.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28.	411	Asphalt Paving (Type "B")	286.00	Ton	\$ 83.25	\$ 23,809.50	\$ 89.00	\$ 25,454.00	\$ 84.00	\$ 24,024.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29.	412	Cold Milling Pavement (1 1/2")	2555.00	S.Y.	\$ 3.30	\$ 8,431.50	\$ 3.60	\$ 9,198.00	\$ 3.00	\$ 7,665.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30.	854	Traffic Stripe (4" Wide) (Yellow)	860.00	L.F.	\$ 1.65	\$ 1,419.00	\$ 2.20	\$ 1,892.00	\$ 2.40	\$ 2,064.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31.	854	Traffic Stripe (Symbol)	3.00	EA.	\$ 245.00	\$ 735.00	\$ 275.00	\$ 825.00	\$ 302.00	\$ 906.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADD ALT BID NO. 1							\$ 37,847.90		\$ 44,783.50		\$ 48,843.00		\$ -					
TOTAL WITH ALT. BID NO.1							\$ 192,879.50		\$ 219,275.50		\$ 228,843.00		\$ -					
32.	414	6" Concrete Pavement	2650.00	S.Y.	\$ 25.70	\$ 68,105.00	\$ 37.00	\$ 98,050.00	\$ 32.50	\$ 86,125.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADD ALT. BID NO. 2							\$ 68,105.00		\$ 98,050.00		\$ 86,125.00		\$ -					
TOTAL WITH ADD ALT. BID NO. 2							\$ 195,235.40		\$ 243,257.50		\$ 247,250.00		\$ -					

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, April 1, 2013**, for:

**BID: CONTRACT NO. COS-PW-12-04
CITY HALL PARKING IMPROVEMENTS PROJECT**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, March 20, 2013, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:


**BID: CONTRACT NO. COS-PW-12-04
CITY HALL PARKING IMPROVEMENTS PROJECT
April 1, 2013**

This project shall include approximately **the construction of an asphalt parking lot with concrete curb and an alternate for mill and overlay**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, April 1, 2013**. The City of Shawnee reserves the right to reject any and all bids.



(SEAL)
ATTEST:

Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian E. McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-12-04
CITY HALL PARKING IMPROVEMENTS PROJECT
(HAVE CONFIRMED RECEIPT OF ADDENDUM)

Business Name: C-P INTEGRATED
Contact: STEVE CONLEY
Address: 3800 BEACON ROAD
OKC, OK 73179
Telephone: 405-732-0532
Fax: 405-732-0502
Cell: 405-823-2147
E-Mail: STEVECONLEY@COXINET.NET
Paid for & Picked Up Specs: CREDIT 3/7/13

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113-4575
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: 405-417-1753
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: CK # 53582 3/11/13

Business Name: ALL ROADS PAVING
Contact: DAVE BARNETT
Address: 10200 NW 10TH
OKC, OK 73127-7100
Telephone: 405-577-2744
Fax: 405-577-2942
Cell: 405-990-5255
E-Mail: ALLROADSPAIVING@COXINET.NET
Paid for & Picked Up Specs: CK # 7385 3/19/13

Business Name: BISHOP PAVING
Contact: TRAVIS WILLIAMSON
Address: 927 SW 6TH
OKC, OK 73101
Telephone: 405-232-5531
Fax: 405-232-5537
Cell: 405-239-0768
E-Mail: TRAVISW@BISHOPPAVING.COM
Paid for & Picked Up Specs: 3/26/13 ck # 019646

Business Name: A-TECH PAVING
Contact: JOSH PAYNE
Address: 7845 N. ROBINSON, STE. H-2
OKC, OK 73116
Telephone: 405-418-4741
Fax: 405-418-4743
Cell: 405-546-9014
E-Mail: JPAYNE@ATECHPAVING.COM
Paid for & Picked Up Specs: 3/20/13 PD CK # 060225

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Regular Board of Commissioners

16. b.

Meeting Date: 04/15/2013

Sidewalk/ADA Handicap Ramps (Open)

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Sidewalk/ADA Handicap Ramps Project (Various Locations) Contract No. COS-PW-12-05 (Open)

Attachments

Notice to Bidders

Bidders List

NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O. Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., **Monday, April 15, 2013**, for:

**BID: CONTRACT NO. COS-PW-12-05
SIDEWALK/ADA HANDICAP RAMPS PROJECT (VARIOUS LOCATIONS)**

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Plans and Specifications is \$50.00 per contract set and is non-refundable. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. **A Pre-Bid Conference is scheduled for Wednesday, April 3, 2013, at 11:00 a.m. in the Engineering Conference Room, 222 North Broadway, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

**BID: CONTRACT NO. COS-PW-12-05
SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)
April 15, 2013**

This project shall include **removal and replacement of roadway paving, culverts, and headwalls**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be opened and considered by the Board of Commissioners at a Public Meeting in the City Hall, Shawnee, Oklahoma, at 6:30 p.m., **Monday, April 15, 2013**. The City of Shawnee reserves the right to reject any and all bids.



Phyllis Loftis, CMC, City Clerk

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 
Brian E. McDougal, City Manager

CITY OF SHAWNEE
PLAN HOLDER'S LIST
CONTRACT NO. COS-PW-12-05
SIDEWALK/ADA HANDICAP RAMPS PROJECT
(VARIOUS LOCATIONS)

Business Name: BISHOP PAVING
Contact: TRAVIS WILLIAMSON
Address: 927 SW 6TH
OKC, OK 73101
Telephone: 405-232-5532
Fax: 405-232-5537
Cell: 405-239-0768
E-Mail: TRAVISW@BISHOPPAVING.COM
Paid for & Picked Up Specs: _____

Business Name: C-P INTEGRATED
Contact: STEVE CONLEY
Address: 3800 BEACON DR.
OKC, OK 73179
Telephone: 405-732-0532
Fax: 405-732-0502
Cell: 405-823-2147
E-Mail: STEVECONLEY@COXINET.NET
Paid for & Picked Up Specs: CREDIT 3/20/13

Business Name: ALL ROADS PAVING
Contact: DAVE BARNETT
Address: 10200 NW 10TH
OKC, OK 73127
Telephone: 405-577-2944
Fax: 405-577-2942
Cell: 405-990-5255
E-Mail: ALLROADSPAIVING@COXINET.NET
Paid for & Picked Up Specs: CASH 3/20/13

Page 2

Business Name: MIKE D. LITTLE CONSTRUCTION COMPANY
Contact: MIKE LITTLE OR BILL THURMAN
Address: 1901 N. KICKAPOO AVE.
SHAWNEE, OKLA 74804
Telephone: 405-273-4471
Fax: 405-273-1023
Cell: 405-878-6393
E-Mail: WESTCHESTER1901@AOL.COM
Paid for & Picked Up Specs: CREDIT 3/25/13

Business Name: RUDY CONSTRUCTION
Contact: PHIL PRATT
Address: PO BOX 14575
OKC, OK 73113-4575
Telephone: 405-478-9900
Fax: 405-478-9901
Cell: 405-417-1753
E-Mail: PPRATT@RUDYCONSTRUCTION.COM
Paid for & Picked Up Specs: 3/26/13 CK # 53729

Business Name: SAC SERVICES INC.
Contact: JOE MARTINEZ
Address: 3600 S. ROSS AVE.
OKC, OK 73119
Telephone: 405-682-4948
Fax: 405-686-0882
Cell: 405-834-9092
E-Mail: SACSERVICEMTC@YAHOO.COM
Paid for & Picked Up Specs: 4/3/13 CK#35079

Page 3

Business Name: PARATHON CONSTRUCTION
Contact: JIMMY SMITH
Address: PO BOX 1287
EDMOND, OK 73083-1287
Telephone: 405-202-0643
Fax: 866-391-1572
Cell: 405-202-0643
E-Mail: JIMMY-SMITH@COXINET.NET
Paid for & Picked Up Specs: 4/3/13 CK # 1897

Business Name: _____
Contact: _____
Address: _____

Telephone: _____
Fax: _____
Cell: _____
E-Mail: _____
Paid for & Picked Up Specs: _____

Business Name: _____
Contact: _____
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Business Name: _____

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Regular Board of Commissioners

19.

Meeting Date: 04/15/2013

Consider Executive Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider an Executive Session to discuss City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"

Regular Board of Commissioners

20.

Meeting Date: 04/15/2013

Possible Action from Executive Session

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider matters discussed in Executive Session regarding City Manager's performance evaluation and employment contract pursuant to 25 O. S. §307(B)(1) NOTE 25 O.S. 307 (B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee;"
