

AGENDA
BOARD OF CITY COMMISSIONERS
June 15, 2015 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Minutes from the June 1, 2015 regular meeting and May 22, 2015 Special Call meeting.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for May 2015
 - Project Payment Report for May 2015
 - Shawnee Urban Renewal Authority Minutes from May 5, 2015
 - Planning Commission Minutes from May 6, 2015
 - c. Acknowledge receipt of Pioneer Library System Budget for July 1, 2015 through June 30, 2016.

Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 22 Belcher Tract, 33410 Post Office Neck
Lessees: Cecilia Engle and Benjamin John D'Amico
- Lot 1 Belcher Tract, 15520 Nickens Rd.
Lessees: Walter and Brenda Christensen
- Lot 3 Belcher Tract, 15514 Nickens Rd.
Lessees: Norma and Harold Beavers
- Lot 8 Belcher Tract, 15509 Nickens Rd.
Lessee: Latta Family Trust
- Lot 10 Belcher Tract, 15607 Nickens Rd.
Lessee: Pamela Street
- Lot 8 Sect Tract, 33600 Post Office Neck
Lessees: Kenneth West and Lora Davis
- Lot 6 Belcher Tract, 15411 Nickens Rd.
Lessee: Carol Hopkins

TRANSFERS:

- Lot 6 Sect Tract, 33804 Post Office Neck

From: Terry Farris
To: James and Susan Ruth

- e. Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2015, through June 30, 2016.
- f. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Billy Carson.
- g. Mayor's Appointments:
 - Planning Commission
Regena Morton Term to Expire 06/01/2018 Full Term
Replaces Ben Salter – Termed Out
 - Zoning Board of Adjustment
William Kirkland Term to Expire 06/01/2017 1ST Partial Term
Replaces Toby Blaylock – Termed Out
- h. Budget Amendment – General Fund 001
To cover overage at yearend housekeeping
- i. Budget Amendment – Street and Alley Fund 101
To transfer money from the general fund to cover street lights
- j. Budget Amendment – 911 Fund 102
To move the money for the new Dispatch Center
- k. Budget Amendment – Debt Services Fund 201
To amend the budget for in lieu of taxes from The Housing Authority
- l. Budget Amendment – Library Fund 701
Transfer money to cover expenses at the library
- m. Approve construction changes and additional equipment for 2015 Pierce PUC Rescue Pumper (Fire Department Engine 3)
- n. Acknowledgment of contract renewals by City Manager for FY 2015-2016:
 - (1) Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
 - (2) Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 - (3) Project H.E.A.R.T., Inc. for providing meals to elderly persons.
- o. Approve renewal of existing contracts with changes and approved by the Commission for FY 2015-2016:
 - (1) Agreement to provide police officers for Shawnee High School and Middle School.

2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

3. Presentation by City Manager to Employee of the Month, Richard Cline, II, Water Distribution Department.
4. Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (DC)
5. Discussion, consideration and possible action of 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 by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma. (CMO-DH)
6. Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the position of Department Head or City Manager-Special Incentive Plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (CMO-DH-SI)
7. Discussion, consideration and possible action on an economic development incentive agreement with Universal Forest Products, Inc.
8. Discussion, consideration and possible action to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.
9. A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 731 E. Independence from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Case #P03-15 Applicant: Lottie Coody (*Deferred from May 18, 2015 City Commission meeting.*)
10. A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 7311 N. Harrison from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Case #P11-15 Applicant: Clifford and Stephanie Burnside
11. Consideration of approval of a Final Plat for North Harrison Industrial Park located at Harrison Street, north of Wolverine Road. Case #S07-15 Applicant: The Landrun Group, LLC
12. Consideration of approval of a Final Plat for Kickapoo Plaza located at Kickapoo Street, north of MacArthur Street. Case #S08-15 Applicant: The Landrun Group, LLC
13. Consider a resolution of support indicating favorable consideration for a tax credit award to BP Union Affordable Housing Partners LP for the following project: twenty-four (24) single-family detached units in the 3500 Block (approximate) of N. Union Street.
14. Discussion, consideration and possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge. (*Carryover from June 1, 2015 City Commission meeting.*)
15. Acknowledge Sales Tax Report received June 2015.
16. New Business

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

17. Commissioners Comments
18. Discussion, consideration and possible action to enter into executive session for the purpose of reviewing applications on candidates related to the hiring of a municipal judge pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".
19. Consideration and possible action on matters discussed in executive session for the purpose of reviewing applications on candidates related to the hiring of a municipal judge pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".
20. 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

1. a.

Meeting Date: 06/15/2015

CC Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the June 1, 2015 regular meeting and May 22, 2015 Special Call meeting.

Attachments

[CC Minutes 06-01-2015](#)

[CC SC Minutes 05-22-2015](#)

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JUNE 1, 2015 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, June 1, 2015 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

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Micheal Dykstra

Commissioner Ward 6

ABSENT: None

INVOCATION

Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Tom Schrzan

AGENDA ITEM NO. 1:

Consider approval of Consent Agenda:

1. 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 Shawnee Municipal Authority Agenda Item No. 2.
 - b. Minutes from the May 18, 2015 regular meeting.

c. Mayor's Appointments:

Pioneer Library Systems Board

Bob Perry Term to Expire 6-30-2018 2nd Full Term

- d. Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Lonnie Mike Cox.
- e. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Dawn Morgan.
- f. Authorize staff to advertise for bids for an emergency generator and transmitter antenna provision and installation at the North Radio Repeater Tower site.
- g. Acknowledgment of contract renewals by City Manager for FY 2015-2016:
1. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 2. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
 3. Fingerprint Service for The Housing Authority of the City of Shawnee.
 4. Lease of property known as Regional Park by Dace Dockery.
 5. Agreement with YMCA for use of recreational facilities known as Lions Club Park, Dockery Park, Milstead Park and Lilac Park.
 6. Agreement with Shawnee Twin Lakes Trap Club for use of city property known as Trap Range.
 7. Agreement with McLoud Public Works Authority for use of mower, city property, for maintenance of Wes Watkins Reservoir.
 8. Agreement with YMCA for use of mower, city property, for maintenance of Dockery Park, Lions Club Park, Milstead Park and Lilac Park.
 9. Agreement with Central Oklahoma Economic Development District (COEDD) for space in Municipal Auditorium.
 10. Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.

11. Agreement to renew Blackboard, Inc. for Blackboard Connect Services July 1, 2014 through June 30, 2015.
- h. Approve renewal of existing contract with no changes and approved by the Commission for FY 2015-2016:
 - (1) Pottawatomie County Public Safety Center Jail Services Agreement.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Consent Agenda Items No. 1(a-h). Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2: Citizens Participation
(A three minute limit per person)
(A twelve minute limit per topic)

Mr. Bill Ford commented on the Veterans Memorial. He stated that he would like to see some Commissioners on the Shawnee Veterans Memorial Committee.

Mr. Tom Schrzan also spoke regarding the Veterans Museum. He stated that the Veterans Committee would like to locate a Veterans Museum in the Municipal Auditorium stage area. He also stated that are seeking support from the City of Shawnee.

Mr. Justin Wood started by thanking the Commissioners for what they do. He then spoke regarding the Ward 1 Vacancy. Mr. Wood encouraged the Commission to make a decision at tonight's meeting. He stated that Ward 1 needs to have a voice, and that they currently have no representation.

Mr. Tom Smith added to the information regarding the Veteran Memorial.

AGENDA ITEM NO. 3: Discussion, consideration and possible
action to hold a special election to fill
unexpired Ward 1 vacancy.

After discussion, a motion was made by Commissioner Shaw, seconded by Commissioner Agee, to approve action to hold a special election to fill unexpired Ward 1 vacancy. Motion failed 3-3.

AYE: Shaw, Agee, Dykstra
NAY: Harrod, Mainord, Hall

AGENDA ITEM NO. 4: Discussion, consideration and possible action to appoint a City Commissioner to fill Ward 1 vacancy. *(If Item No. 3 passes, this item will not be considered.)*

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to appoint Dell Kerbs as Ward 1 City Commissioner until the next regular City Commission election in 2016. Motion failed 3-3.

AYE: Hall, Harrod, Mainord
NAY: Agee, Shaw, Dykstra

AGENDA ITEM NO. 5: Swearing-in of Ward 1 Commissioner. *(This item only occurs if a Commissioner for Ward 1 is appointed during Agenda Item No. 4.)*

No action taken.

AGENDA ITEM NO. 6: Consider a resolution approving renewal of a certain lease agreement with Motorola Credit Corporation.

Resolution No. 6492 was introduced.

A RESOLUTION APPROVING RENEWAL OF A CERTAIN LEASE AGREEMENT WITH MOTOROLA CREDIT CORPORATION.

Staff report was given by, Don Lynch, Emergency Management Director. He stated that the staff recommends the adoption of the resolution.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve a resolution of a certain lease agreement with Motorola Credit Corporation. Motion carried 6-0.

AYE: Hall, Harrod, Mainord, Shaw, Dykstra, Agee
NAY: None

AGENDA ITEM NO. 7:

A public hearing and consideration of approval of an ordinance to rezone property located at Harrison Street, North of Wolverine Road, from A-1; Rural Agricultural to I-3; Heavy Industrial. Case #P09-15 Applicant: The Landrun Group, LLC (*Deferred from May 18, 2015 City Commission Meeting.*)

Staff report was given by City Manager, Justin Erickson. He stated that the Planning Commission, as well as staff, recommends the requested rezoning.

Mayor Mainord declared a public hearing in session to consider an ordinance to rezone property located at Harrison Street, North of Wolverine Road, from A-1; Rural Agricultural to I-3; Heavy Industrial. Mr. Steve Landes, applicant and Mr. Nicholas Hicks, general contractor, explained the process and spoke in favor of rezoning. It was noted that the project is expected to produce 100 jobs within the next three years. No one appeared against said rezoning and the public hearing was closed.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the ordinance rezoning property located at Harrison Street, North of Wolverine Road, from A-1; Rural Agricultural to I-3; Heavy Industrial. with the following conditions:

1. Six (6') sidewalk required or pay-in-lieu of along Harrison Street for the full length of property.
2. Storm water drainage to be approved by the City Engineer.
3. Developer shall extend the City's waterline across the frontage of the area they will be final platting.
4. Developer shall extend the City's sanitary sewer lines to at least the boundary of Lot 1 -Block 2 shown on the Preliminary Plat.
5. Updated Stormwater Management Report. The current report only pertains to Lot 1 - Block 1. The inclusion of both lots will be necessary.

Ordinance No. 2565NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LOCATED IN THE SE/4 OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE/CORNER OF SAID SE/4; THENCE S 89°22'25" W A DISTANCE OF 81.18 FEET; THENCE N 00°03'12" W A DISTANCE OF 447.50 TO

THE POINT OF BEGINNING; THENCE N 00°03'12" W A DISTANCE OF 492.12 FEET; THENCE N 08°28'39" E A DISTANCE OF 101.12 FEET; THENCE N 00°03'12" W A DISTANCE OF 200 FEET; THENCE N 02°54'57" W A DISTANCE OF 100.12 FEET; THENCE N 00°03'12" W A DISTANCE OF 500 FEET; THENCE N 01°51'21" E A DISTANCE OF 150.08 FEET; THENCE N 00°03'12" W A DISTANCE OF 645.31 FEET; THENCE S 89°31'29" W A DISTANCE OF 521.89 FEET; THENCE S 04°15'03" W A DISTANCE OF 2197.04 FEET; THENCE N 89°19'38" E A DISTANCE OF 671.81 FEET TO THE POINT OF BEGINNING, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA. ACCORDING TO THE RECORDED PLAT THEREOF REZONING SAID PROPERTY FROM A-1; RURAL AGRICULTURAL TO I-3; HEAVY INDUSTRIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Hall, Harrod, Mainord, Shaw, Dykstra, Shaw

NAY: None

Ordinance No. 2565NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Consideration of approval of a Preliminary Plat for North Harrison Industrial Park located at Harrison Street, North of Wolverine Road.

Case #S05-15 Applicant: The Landrun Group, LLC (*Deferred from May 18, 2015 City Commission Meeting.*)

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve the preliminary plat for North Harrison Industrial Park located at Harrison Street, North of Wolverine Road with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineering drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Six (6') foot sidewalk or fee-in-lieu of required along Harrison Street and is to be paid concurrent with Building Permit submittal.
4. All other applicable City standards apply.

Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 9:

Public hearing and consideration of approval of a budget for Fiscal Year 2015-2016.

A budget overview was given by City Manager Justin Erickson. He explained that the Fund Balance is approximately \$4.8 million and the projected growth in sales tax is 3%. He said the proposed budget contains 2.5% merit increases for non-union employees.

Commissioner Shaw asked about available funds for strategic planning. Mr. Erickson stated that funds have been identified for this and suggested that a workshop be scheduled for further discussion of the strategic plan.

Vice Mayor Harrod asked whether the budget contained funds for an Assistant City Manager position. Staff responded that the position had not been funded but that a budget amendment could be done should the Commission wish to create the position.

Mayor Mainord declared a public hearing in session to consider the budget for Fiscal Year 2015-2016. No one appeared in favor or against said budget. The public hearing was closed.

Mayor Mainord thanked the staff for the numerous hours put into constructing the budget.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the budget for Fiscal Year 2015-2016. Motion carried 6-0.

AYE: Harrod, Hall, Shaw, Dykstra, Agee, Mainord

NAY: None

AGENDA ITEM NO. 10:

Consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2015 through June 30, 2016 finding all things requisite and necessary have been done in preparation and presentation of budget.

Resolution No. 6493 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2015 THROUGH JUNE 30, 2016 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve a resolution adopting the budget for the City of Shawnee for the period of July 1, 2015 through June 30, 2016 finding all things requisite and necessary have been done in preparation and presentation of budget. Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw
NAY: None

AGENDA ITEM NO. 11: Discussion, consideration and possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge.

No action was taken.

AGENDA ITEM NO. 12: Consider Bids/Requests for Qualifications:

a. Municipal Auditorium HVAC Design (Award)

Staff report was given by Director of Operations, James Bryce. He stated that it is staff recommendation to award the contract to Fosdick & Hilmer, Consulting Engineers, in the amount of: Design Phase \$24,000.00, Construction Administration \$8,000.00.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Shaw, to accept staff's recommendation and award the bid to Fosdick & Hilmer Consulting Engineers, in the amount of: Design Phase \$24,000.00, Construction Administration \$8,000.00. Motion carried 6-0.

AYE: Harrod, Shaw, Dykstra, Agee, Mainord, Hall
NAY: None

AGENDA ITEM NO. 13: 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. 14: Commissioners Comments

Mayor Mainord asked if any Commissioners are interested in serving on the Shawnee Veterans Memorial Committee to please let him know. Mayor Mainord spoke regarding the events of Health Week and in particular the success of the Glow Run.

All six Commissioners thanked Fire, Police, Emergency Management and Street crews for doing a tremendous job during the recent flooding event in the city. Commissioner Agee noted the dangerous nature of the work that city employees performed in order keep residents safe.

Commissioner Dykstra asked for an update on the status of Optimist Park. Staff will review and let him know.

Commissioner Agee wanted the people of Ward 1 to know that despite the vacancy in their ward, they do have representation by the Mayor and all the Commissioners.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND RECONVENE SHAWNEE MUNICIPAL AUTHORITY (7:33 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:43 P.M.)

AGENDA ITEM NO. 15:

Discussion, consideration and possible action to enter into executive session for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 “Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to enter into Executive Session to discuss, consider and take possible action for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 “Discussing

the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”. Motion carried 6-0.

AYE: Hall, Harrod, Mainord, Shaw, Dykstra, Agee

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:44 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 9:04 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 16:

Consideration and possible action on matters discussed in executive session for the purpose of finalizing a contract with Justin Erickson for performance of duties as City Manager pursuant to 25 O.S. §307(B)1 “Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee”.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Dykstra, to approve the agreed upon revised contract with Justin Erickson for performance of duties as City Manager.

Motion carried 6-0.

AYE: Harrod, Dykstra, Agee, Mainord, Hall, Shaw

NAY: None

AGENDA ITEM NO. 17:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:08 p.m.)

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
MAY 22, 2015

The Board of City Commissioners met in Special Called Session at the Heart of Oklahoma Exposition Center, Highway 177 and Independence Street, Shawnee, Oklahoma, Friday, May 22, 2015 at 2:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Wes Mainord

Chairman

Vacant

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Absent

Commissioner Ward 4

Lesa Shaw

Commissioner Ward 5

Michael Dykstra

Commissioner Ward 6

Absent: Keith Hall

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE, KLAHOMA

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 19th day of May, 2015, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma at the Heart of Oklahoma Exposition Center, Highway 177 and Independence, Shawnee, Oklahoma at 2:00 p.m. on the 22nd day of May, 2015, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be to enter into executive session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager.

Witness my hand this 20th day of May, 2015.

(SEAL)

ATTEST:

s/s Lisa Lasyone
LISA LASYONE
DEPUTY CITY CLERK

s/s Justin Erickson
JUSTIN ERICKSON
INTERIM CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 20th day of May, 2015 at 11:03 o'clock a.m., and executed the same by delivering a true and correct copy thereof to each of the Commissioners of the City of Shawnee, Oklahoma as follows:

I delivered a true and correct copy to Mayor Wes Mainord via e-mail at 11:27 o'clock a.m. on May 20, 2015

I emailed a true and correct copy to Commissioner Linda Agee via e-mail at 3:22 o'clock p.m. on May 20, 2015

I emailed a true and correct copy to Commissioner/Vice Mayor James Harrod via e-mail at 8:58 o'clock a.m. on May 21, 2015

I emailed a true and correct copy to Commissioner Keith Hall via e-mail at 1:53 o'clock p.m. on May 20, 2015

I emailed a true and correct copy to Commissioner Lesa Shaw via e-mail at 8:47 o'clock a.m. on May 22, 2015

I emailed a true and correct copy to Commissioner Michael Dykstra via e-mail at 11:03 o'clock a.m. on May 20, 2015 but no response was received

s/s Lisa Lasyone
Deputy City Clerk

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 22ND DAY OF MAY AT 2:00 P.M. AT THE HEART OF OKLAHOMA EXPOSITION CENTER, HIGHWAY 177 AND INDEPENDENCE, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO ENTER INTO EXECUTIVE SESSION FOR THE PURPOSE OF INTERVIEWING CANDIDATES FOR THE POSITION OF CITY MANAGER, CONSIDERATION AND DISCUSSION OF POSSIBLE CONTRACT, CONSIDERATION AND DISCUSSION REGARDING SELECTION OF THE CANDIDATES PURSUANT TO AN EXECUTIVE SESSION AS AUTHORIZED BY 25 O.S. §307(B)(1) TO DISCUSS THE EMPLOYMENT AND HIRING OF A CITY MANAGER.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the Heart of Oklahoma Exposition Center, Highway 177 and Independence, Shawnee, Oklahoma at 2:00 p.m. on the 22nd day of May, 2015 to enter into executive session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager.

Witness my hand this 20th day of May, 2015.

s/s Justin Erickson
JUSTIN ERICKSON
INTERIM CITY MANAGER

(SEAL)

ATTEST:

s/s Lisa Lasyone
LISA LASYONE, DEPUTY CITY CLERK

CALL TO ORDER AT 2:05 P.M.

DECLARATION OF A QUORUM

Roll was called with the Mayor and five Commissioners present and a quorum was declared. City staff in attendance was Justin Erickson, Cynthia Sementelli, Mary Ann Karns, and Lisa Lasyone. Also attending was John VanPool, Wayne Trotter, Gloria Trotter and Lindsey Kirksey.

AGENDA ITEM NO. 1:

Consider going into executive session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager.

A motion was made by Commissioner Shaw, seconded by Commissioner Dykstra, to enter into Executive Session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager. Motion carried 5-0.

AYE: Shaw, Dykstra, Agee, Harrod, Mainord

NAY: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 2:06 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONER HALL ARRIVED AT 2:37 P.M. AND WENT INTO EXECUTIVE SESSION.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 4:12 P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 2:

Consideration and possible action on matters discussed in executive session for the purpose of interviewing candidates for the position of city manager, consideration and discussion of possible contract, consideration and discussion regarding selection of the candidates pursuant to an Executive Session as authorized by 25 O.S. §307(B)(1) to discuss the employment and hiring of a City Manager.

A motion was made to by Vice Mayor Harrod, seconded by Commissioner Agee, to hire Justin Erickson subject to approval of a contract as negotiated by the Mayor, Jim Nuse and Tammy Johnson and approved by the City Attorney, with final proposed Contract coming before the City Commission for final approval. Motion carried 6-0.

AYE: Harrod, Agee, Mainord, Hall, Shaw, Dykstra

NAY: None

AGENDA ITEM NO. 3:

ADJOURNMENT

There being no further business to be considered, the meeting was adjourned by power of the Chair (4:14 p.m.).

WES MAINORD, MAYOR

(SEAL)

ATTEST:

LISA LASYONE
DEPUTY CITY CLERK

Regular Board of Commissioners

1. b.

Meeting Date: 06/15/2015

Acknowledge Reports & Minutes

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for May 2015
- Project Payment Report for May 2015
- Shawnee Urban Renewal Authority Minutes from May 5, 2015
- Planning Commission Minutes from May 6, 2015

Attachments

[License Rpt 05-2015](#)

[Project Rpt 05-2015](#)

[SURA 05-05-2015 Minutes](#)

[PC 05-06-2015 Minutes](#)

** FEE CODE TOTALS **

FEE CODE	DESCRIPTION	FEE	PAYMENT DISTRIBUTION			TOTAL PAI
			PENALTY	TAX	INTEREST	
ALARM	BURGLAR/FIRE ALARM LICENSE	4	100.00CR			100.00
ALARMRENEW	BURGLAR/FIRE ALARM RENEW	17	255.00CR			255.00
BEER1	BEER CONSUMPTION ON PREMISE	1	20.00CR			20.00
BOATREG	BOAT REGULAR PERMIT	72	1,872.00CR			1,872.00
ELEC1	ELECTRICAL CONTRACTOR INITIAL	2	200.00CR			200.00
ELEC2	ELECTRICAL CONTRACTOR RENEW	4	300.00CR			300.00
FISHANNUAL	FISHING ANNUAL FEE	50	750.00CR			750.00
FISHDAILY	FISHING DAILY FEE	2	6.00CR			6.00
LAKELEASE	LAKE LEASE	12	7,944.00CR			7,944.00
LAKEXFER	LAKE LEASE TRANFER FEE	1	1,000.00CR			1,000.00
MECH1	MECHANICAL CONTRACTOR INTIAL	1	100.00CR			100.00
MECH2	MECHANICAL CONTRACTOR RENEW	5	375.00CR			375.00
MIXER	MIXED BEVERAGE RENEWAL	1	900.00CR			900.00
PLUM1	PLUMBING CONTRACTOR INITIAL	1	100.00CR			100.00
PLUM2	PLUMBING CONTRACTOR RENEW	5	375.00CR			375.00
RESAL	RESIDENTIAL SALE	35	350.00CR			350.00
SIGN	SIGN HANGERS LICENSE FEE	2	150.00CR			150.00
SNOWC	SNOW CONE STAND LICENSE FEE	1	25.00CR			25.00
SOLID	SOLICITOR DAILY LICENSE	7	21.00CR			21.00
STORM	STORM CELLAR LICENSE FEE	1	75.00CR			75.00
TOTAL			14,918.00CR			14,918.00

06/03/2015 11:45 AM
STATUS: ALL
SEGMENT CODES: A11
FEE CODES: A11

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

PAGE: 3
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 5/01/2015 TO 5/31/2015
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	1,316.63CR
B2-ADD	BUILDING CONSTRUCTION ADD	109.63CR
B3-REMODEL	BUILDING CONSTRUCTION REM	1,271.64CR
B4-CARPORT	BUILDING CARPORT	29.50CR
B4-SHELTER	BUILDING SHELTER	678.50CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	236.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	779.50CR
P2-ADD	PLUMBING ADDITION	154.50CR
P3-REMODEL	PLUMBING REMODEL	269.50CR
X-CURBCUT	CURBCUT/DRIVEWAY/SIDEWALK	75.00CR
X-DEMO	DEMOLITION PERMIT	50.00CR
X-SIGN	SIGN PERMIT	225.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	250.00CR
TOTAL		5,725.40CR

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	256.00CR
001-4202	BUILDING PERMITS	2,757.40CR
001-4203	PLUMBING PERMITS	420.00CR
001-4204	ELECTRICAL PERMITS	200.00CR
001-4205	ZONING PERMITS & APPLICATIONS	280.00CR
001-4206	HEATING & A/C PERMITS	730.00CR
001-4249	OTHER PERMITS	550.00CR
001-4822	OTHER MISC. REVENUE	32.00CR
101-4249	OTHER PERMITS	50.00CR
501-4510	WATER TAPS	450.00CR
799-1023	BANCFIRST GENERAL	5,725.40

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF MAY 5, 2015

The Board of Commissioners of the **Shawnee Urban Renewal Authority** met for a regular meeting Tuesday, May 5, 2015 at 9:00 a.m. in the 4th Floor Conference Room, Masonic Building, 23 E. 9th, Room 440, Shawnee, Oklahoma.

Chairman Ron Henderson called the meeting to order at 9:03 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

	Chairman	Ron Henderson
	Commissioner	Tiffany Barrett
	Commissioner	Larry Gill
Absent:	Commissioner	Monte Cockings
	Commissioner	Wayne Jackson

Also present:

Bryan Logan, CDBG Coordinator/Rehab Specialist, SURA
Elaine Shrum, Administrative Specialist, SURA
Karen Drain, Secretary, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of April 7, 2015 was made by **Commissioner Gill**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Henderson, Barrett, and Gill
VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF CLAIMS:

A motion to approve claims totaling \$ 49,191.13 was made by **Commissioner Barrett**, seconded by **Commissioner Gill**. Motion carried with no abstentions.

VOTING YES: Henderson, Barrett and Gill
VOTING NO: None

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

Bryan Logan, CDBG Coordinator/Rehab Specialist reported on the following requests for assistance:

- a) Emergency Assistance: Judith Davis, 510 E. Anna

Ms. Davis is 57 years old and her 6 year old grand-daughter lives with her. She has owned her home 3 years and is income qualified. Her home needs a new roof.

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

VOTING YES: Henderson, Barrett and Gill
VOTING NO: None

- b) Home Repair: Geraldine Pryor, 1001 N. Broadway

Mrs. Pryor is 86 years old and lives with her daughter, Janice Curtis, 64 years old. They have owned their home 11 years and are income qualified. Their home needs central heat & air installed.

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

VOTING YES: Henderson, Barrett and Gill
VOTING NO: None

- c) Home Repair: David & Ida Rice, 46 Sequoyah Blvd.

Mr. and Mrs. Rice are 82 and 77 years old respectively. They have owned their home 16 years and are income qualified. They need the bathroom to be made handicap accessible.

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

VOTING YES: Henderson, Barrett and Gill
VOTING NO: None

**AGENDA ITEM NO. 6
UPDATE ON BID OPENINGS:**

Bryan Logan, CDBG Coordinator/Rehab Specialist addressed the following results:

- a) Emergency Assistance: Carl Corrick, 920 E. 11
Cost Estimate: \$ 10,930.00

4 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 7,974.00
Unlimited Design	10,965.00
Patterson	9,265.00
Statewide	12,045.00

Bid Awarded to: Patterson & Assoc because of 2 project rule.

- b) Emergency Assistance: Aaron & Sarita Hayes, 304 S. Eden
Cost Estimate: \$ 10,900

3 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 10,985.00
Unlimited Design	16,280.00
Patterson	14,657.00

Bid Awarded to: LG Construction

- c) Emergency Assistance: Shane & Leslie Wright, 1013 Jefferson Pl.
Cost Estimate: \$ 10,350.00

3 bids received:

	<u>Bid Amount</u>
LG Construction	\$ 10,451.00
Unlimited Design	10,100.00
A/C Doctors	9,775.00

Bid Awarded to: A/C Doctors

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

There was no Old Business.

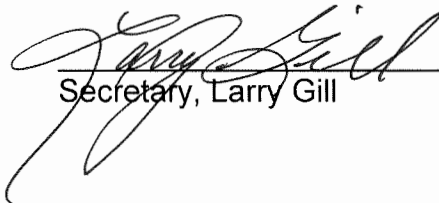
**AGENDA ITEM NO. 8
NEW BUSINESS:**

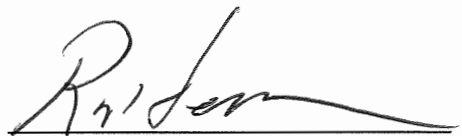
Chairman Henderson discussed possible ways to advertise what SURA can do for the citizens of Shawnee, like maybe having an article in the Shawnee News-Star. **Commissioner Barrett** suggested maybe have an article in the Shawnee Outlook Magazine that goes to every resident of Shawnee.

**AGENDA ITEM NO. 9
ADJOURNMENT**

There being no further business to come before the Board at this time, a motion to adjourn at 9:31 a.m. was made by **Commissioner Gill**, seconded by **Commissioner Barrett**. Motion carried with no abstentions.

VOTING YES: Henderson, Barrett, and Gill
VOTING NO: None


Secretary, Larry Gill


Chairman, Ron Henderson

PLANNING COMMISSION MINUTES

DATE: MAY 6TH, 2015

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in the Commission Chambers, at City Hall, 9th and Broadway, on Wednesday, May 6th, 2015 at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO.1: **Roll Call**

Upon roll call the following members were present:

Present: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

Absent: Bergsten

The meeting was called to order.

AGENDA ITEM NO. 2: **Consideration of Approval of the minutes from the March 4th, 2015 Planning Commission Meeting**

Chairman Silvia asked if the Board had time to review or if there were any changes they would like to make. Commissioner Kerbs made a motion to approve, seconded by Commissioner Kienzle.

Motion passed:

AYE: Clinard, Kerbs, Salter, Cowen, Kienzle

NAY:

ABSTAIN: Silvia

AGENDA ITEM NO. 3: **Consideration of Approval of the minutes from the April 1st, 2015 Planning Commission Meeting**

Chairman Silvia asked if the Board would like to entertain a motion or discussion. Commissioner Cowen made a motion to approve, seconded by Commissioner Kerbs.

Motion passed:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen

NAY:

ABSTAIN: Kienzle

AGENDA ITEM NO. 4: **Case #P03-15– A public hearing for consideration of approval of a Conditional Use Permit for the sale of alcohol regarding property located at 731 E. Independence Street, Shawnee, OK**

Applicant: Lottie Coody

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated the request was for a Conditional Use Permit for a site located in Del Plaza shopping center at 731 E. Independence for the sale of alcohol. Justin Debruin informed the Commissioners that staff has previously allowed the sale of alcohol in shopping centers and that the location is not within the state restricted three hundred feet from a church or school and therefore does recommend approval of the Conditional Use Permit with the condition that the permit will be limited to the subject lease space and not the shopping center as a whole. Mr. Debruin informed the Commissioners that staff did receive a complaint letter regarding the traffic congestion in the area. Chairman Silvia asked the Commissioners if there were any questions for staff.

Commissioner Kerbs asked Justin Debruin what would happen when the tenant vacated the leased space and Mr. Debruin stated that it would supersede after that point but there is an option to have the Conditional Use Permit dropped in such event if Commissioners agreed. Chairman Silvia asked for clarification on the question that the Conditional Use Permit would not automatically drop when the tenant vacates the lease space and would remain with the space unless the Commission limits it. Justin Debruin agreed. Commissioner Kerbs stated he would recommend limiting the Conditional Use Permit. Chairman Silvia asked if there were any additional questions for staff. There were none and Chairman Silvia opened the public portion of the meeting. Chairman Silvia asked for anyone who would like to speak against the item to come forward. No one came forward. Chairman Silvia proceeded to ask for anyone in favor of the item to come forward. No one came forward and Chairman Silvia closed the public portion of the meeting and opened for comments from the Commission. Vice-Chairman Salter moved to either deny or defer to the next meeting in order to gain verification from the Applicant beforehand. Commissioners Kerbs seconded the motion to defer until the June 3rd, 2015 meeting.

Motion deferred to June 3rd, 2015 Meeting:

AYE: Clinard, Kerbs, Salter, Kienzle

NAY: Silvia

ABSTAIN: Cowen

AGENDA ITEM NO. 5:

Case #P05-15 – A public hearing for consideration of approval of a Rezone with Conditional Use Permit for property located at 126 S. Center Street, Shawnee, OK from R-2; Combined Residential District to C-1; Neighborhood Commercial District

Applicants: Phil Fitzgerald and/or Rodney Bivens

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commission that the applicant was requesting a Conditional Use Permit to construct a food resource center. The proposed building would include a grocery store experience with office and warehouse space. Mr. Debruin stated there would be regular store hours and a waiting room inside the building with a general focus on making healthy food choices accessible. Justin Debruin informed the Commission that there was recommendation letters turned in by other foundations supporting this project and that staff does recommend approval of the Conditional Use Permit. Chairman Silvia asked if there were any questions for staff. Vice-Chairman Salter asked for clarification of the normal grocery store hours. Mr. Debruin stated there were full time hours during the day and that the applicant would be able to clarify the hours but also mentioned that the area is more of a campus like setting. Chairman Silvia relayed that he was interested in knowing the hours of operation as well and stated that in the C-1 zoning they would not be able to operate in the evening as C-2 or above. Justin Debruin commented that there is a dilapidated house on the lot that will be demolished and further landscaping put in and that staff see this as a benefit to the area. The applicants looked at many sites for this use and this one seemed to fit better. Chairman Silvia asked what the hours of Mission Shawnee were and Mr. Debruin stated that he was not sure but the Applicants should be able to answer that for him. Chairman Silvia opened the public portion of the meeting and asked if anyone who would like to speak against the application to come forward. No one came forward and Chairman Silvia asked if the Applicants or anyone in favor of the proposal would like to come forward. Phil Fitzgerald came forward stating he is the architect for this project and would accommodate all the local codes with the city and that the hours of operation are generally open from ten in the morning until about six or seven in the evening for four to five days a week. Mr. Fitzgerald stated he would be happy to answer any additional questions the Commissioners may have. Chairman Silvia asked if he was aware if there would be an access between the buildings. Mr. Fitzgerald informed him there would be no agreement but there was a parking access agreement in place and there was adequate parking available. Commissioner Kerbs asked if exhibit two was the footprint they were looking at and Mr. Fitzgerald stated it was similar but that he had an updated one that fit the site better. Mr. Fitzgerald informed the Commissioners of the process for the project and showed a preliminary footprint. Justin Debruin mentioned there were three conditions listed and Chairman Silvia closed the public portion of the meeting. Commissioner Kienzle asked if the applicant knew what percentage of the population would need the service. Rodney Bivens stated it was

around fifty three hundred in surrounding area and Chairman Silvia opened the public portion of the meeting. Commissioner Kienzle asked how often the families could come. Mr. Bivens stated it would generally be once a month towards later part of the month. Commissioner Cowen asked where the applicants received their food from. Mr. Bivens mentioned that they get it both from donation and from purchasing. Chairman Silvia asked if there would be a possibility to close if they are able to educate the public and no longer have a need to continue the project. Mr. Bivens stated they hope to shorten the line but there are families with fixed incomes. Commissioner Cowen asked if the public had a certain amount or budget in place when using the service. Mr. Bivens agreed and relayed it was dependent on the size of the family and item count. Chairman Silvia closed the public portion and returned it back to staff. Justin Debruin went over the three conditions listed and Chairman Silvia asked if there were any other questions for staff. There were no questions and Chairman Silvia asked for a motion. Commissioner Clinard made a motion to approve with the conditions as outlined by staff, seconded by Commissioner Kienzle.

Motion carries with staff conditions:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #P06-15 – A public hearing for consideration of approval of a Rezone for property located at 602 E. Highland Street, Shawnee, OK from C-1; Neighborhood Commercial District to C-3; Highway Commercial District

Applicant: Scott Timmons

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the applicant is requesting a rezone to C-3 in order to operate a tattoo parlor and that staff does not recommend approval of the request at this time. Justin Debruin explained that there are two primary structures currently on the lot; there is no adequate parking at the site and size of lot runs short of requirement for C-3 zoning. Mr. Debruin did mention that staff is reviewing the possibility of moving the zoning of tattoo parlors from C-3 to C-1 and it can be done by ordinance. Chairman Silvia agreed it would be good to look more into this in the future. Vice-Chairman Salter asked if the parking would be adequate if allowed in C-1 and Mr. Debruin informed him it would. Commissioner Cowen asked what size of the space the tenant would have and Justin Debruin stated he believed it was around two thousand square feet. Chairman Silvia asked how many vehicles would be allowed on the side road parking and Mr. Debruin said it was around four or five. Commissioner Kerbs asked what the timeline would be on moving tattoo parlors in C-1 instead of C-3 and Mr. Debruin informed him that it could potentially be next month. Commissioner Clinard asked if the existing tattoo parlors in the city met the requirements for C-3 and Justin Debruin informed her he was not positive. Chairman Silvia opened the public portion of the meeting and asked for anyone who wanted to speak against the application to come forward. No one came forward. Chairman Silvia asked for anyone in favor of the application to come forward and Scott Timmons came forward as the applicant and property owner and asked if there were any questions. Chairman Silvia asked about the square footage the tenant would be occupying and Scott Timmons stated he did not have that information with him but he believed it to be around twelve hundred and fifty square feet. Commissioner Cowen asked Mr. Timmons if he knew the numbers of employees that would be there. Mr. Timmons informed him he had hoped they would be here but he believed there to only be two or three of them. Commissioner Kienzle asked Mr. Timmons if he knew what the hours of operation were and Mr. Timmons mentioned he did not know very much about tattoo parlors and was unsure of the hours. Chairman Silvia stated he had a concern that the hours of operation may not be permissible even if zoning is changed. Chairman Silvia closed the public portion of the meeting and opened up to any comments or questions from the Commissioners, there were none and Chairman Silvia asked for a motion. Commissioner Kienzle made a motion to deny, seconded by Commissioner Cowen.

Motion denied:
AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle
NAY:
ABSTAIN:

AGENDA ITEM NO. 7:

Case #P08-15 – A public hearing for consideration of approval of a Rezone from R-2; Combined Residential District & R-3; Multi-Family Residential District to a Planned Unit Development for property located on Highland and Kimberly Street, Shawnee, OK

Applicant: Sac & Fox Housing Authority

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin stated the applicant was requesting for two apartment complexes to be constructed with a total of twenty three units. Justin Debruin mentioned the primary request for a Planned Unit Development included allowing on-street parking for the complexes and that staff recommended converting Kimberly Street from a public street to a private street. Mr. Debruin also stated that there would be a six foot sidewalk required along Highland Street as well as storm water detention plans submitted. There is one condition Justin Debruin discussed that included having the public right-of-way closed and vacated from the Court records before consideration of the Preliminary Plat. Mr. Debruin informed the Commission that the site would primarily be for elderly housing. Chairman Silvia asked if the four listed changes in the staff report would be conditions and Justin Debruin explained that they would be conditions for when the Preliminary Plat comes before the Commission. Commissioner Kienzle asked if there was a threshold requirement for onsite managers. Justin Erickson stated that there is currently no requirement for that. Commissioner Kienzle proceeded to ask how storm shelters being locked were managed. Justin Debruin informed her that was a good question that the applicant may have the answer to. Chairman Silvia asked if there were any other questions for staff and Commissioner Clinard asked if the storm shelter was a condition similar to the storm water detention and Justin Debruin stated it was a recommendation. Commissioner Clinard proceeded to ask if the Sac & Fox Housing Authority would manage the site and Mr. Debruin expressed that he believed so. Commissioner Kerbs asked if the standards for Kimberly Street would continue after being converted to a private street. Justin Debruin informed him that the standards would stay the same. Commissioner Cowen asked if the land was sovereign land now. Justin Erickson informed him that it's typically not sovereign land or trust land and there is a good relationship with the Housing Authority. Vice-Chairman Salter asked who would be responsible for the infrastructure on Kimberly Street and Justin Erickson informed him it would stay as a public easement. Chairman Silvia asked if there were further questions for staff, there were none and Chairman Silvia opened the public portion of the meeting. Chairman Silvia asked if anyone against the application would like to come forward, there were none and Chairman Silvia proceeded to ask if the applicant or anyone in favor of the application would like to come forward. Randy Sneed came forward and introduced himself as the compliance officer for the Sac & Fox Nation and expressed that he would be happy to answer any questions the Commission may have. Mr. Sneed mentioned that Sac & Fox has owned the property since 1973 and asked for Skip Landes to come forward to answer any additional questions or concerns for the area. Mr. Landes went over the plans for the complex and Commissioner Kerbs asked if the primary use would be for elderly. Mr. Landes agreed and informed him it may be for family as well. Randy Sneed discussed the need for housing among the city and Commissioner Kerbs expressed his concern for the fire trucks and ambulances that may need to get in the area. Mr. Landes informed him of the hammerhead design. Amanda Proctor came forward as legal counsel and discussed the inter-local agreement between Sac & Fox Nation and Pottawatomie County regarding ordinances and regulations being kept up as well as an agreement for officers to maintain the keys and access to the storm shelter. Chairman Silvia closed the public portion of the meeting and asked for any comments from Commission. There were none and Commissioner Cowen made a motion to approve with staff recommendations, seconded by Commissioner Kerbs.

Motion carries:
AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle
NAY:
ABSTAIN:

AGENDA ITEM NO. 8:

Case #P09-15 – A public hearing for consideration of approval of a Rezone for property located on Harrison Street and Wolverine Road, Shawnee, OK from A-1; Rural Agricultural District to I-3; Heavy Industrial District

Applicant: The Landrun Group LLC

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report. Mr. Debruin informed the Commissioners that the request is for a wood treatment facility and that there would be a joint staff report for this case and the following agenda item. Justin Debruin stated the site met all specifications and mentioned that the applicant was present to answer any questions. Mr. Debruin informed the Commissioner's that staff did recommend approval for rezone and preliminary plat with listed conditions as well as six requirements. Vice-Chairman Salter asked if product would arrive by train or street and Justin Debruin stated by street with a future plan to incorporate the railroad system. Commissioner Kienzle asked if the fee in lieu of supported sidewalks and other developments and Justin Debruin agreed. Chairman Silvia discussed the process for fee in lieu of and opened public portion of the meeting. Chairman Silvia asked if anyone against the application would like to come forward, no one came forward and Chairman Silvia asked for anyone in favor of the application to come forward. Steve Landes came forward and stated that he would be happy to answer any questions the Commission may have. Commissioner Kienzle asked if Mr. Landes knew how many jobs the request could bring. Mr. Landes informed her the first phase may be eight employees. Commissioner Clinard asked about chemicals being recycled and staying on site. Mr. Landes discussed process for treating the lumber. Chairman Silvia closed public portion of the meeting and asked if the Commissioners had any comments or questions. Commissioner Kerbs asked Tim Burg if he would come up and discuss his understanding of the application request. Chairman Silvia asked if there were any other questions, there were none and Chairman Silvia asked to entertain a motion. Commissioner Kerbs made a motion to approve, seconded by Vice-Chairman Salter.

Motion carries:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN:

AGENDA ITEM NO. 9:

Case #S05-15 – Consideration of approval of a Preliminary Plat for North Harrison Industrial Park located on Harrison Street and Wolverine Road, Shawnee, OK

Applicant: The Landrun Group LLC

Combined staff report. Chairman Silvia opened item number and asked if there were any further comments or questions. There were none and Chairman Silvia asked to entertain a motion. Commissioner Kerbs made a motion to approve with staff recommendations, seconded by Commissioner Clinard.

Motion carries with staff recommendations:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN:

AGENDA ITEM NO. 10:

Case #P10-15 – A public hearing for consideration of approval of a Planned Unit Development for property located on Kickapoo Street, North of MacArthur, Shawnee, OK

Applicant: The Landrun Group LLC

Chairman Silvia asked for the staff report. Justin Debruin presented the staff report and informed the Commissioners that there would be a joint staff report for this case and the following agenda item. Mr. Debruin mentioned the proposal was for three lots with commercial development to relocate a Pizza Hut. Justin Debruin informed the Commissioners there would be three shared drives with appropriate cross access agreements. Mr. Debruin stated that the site is already served by existing water and sewer but will require a six foot sidewalk and discussed storm water drainage. Justin Debruin informed the Commission that staff does recommend approval with conditions. Chairman Silvia asked if the two conditions were just for the Planned Unit Development and Justin Debruin agreed and Chairman Silvia asked if there were any questions for staff. There were none and Chairman Silvia opened the public portion of the meeting. Chairman Silvia asked if anyone against the application would like to come forward. No one came forward and Chairman Silvia proceeded to ask if anyone in favor of the application would like to come forward. Julie Landes came forward on behalf of the applicant and stated she would answer any questions the Commission may have. There were none and Chairman Silvia closed the public portion and entertained a motion. Commissioner Kienzle made a motion to approve with staff conditions, seconded by Commissioner Clinard.

Motion carries with staff conditions:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN:

AGENDA ITEM NO. 11:

Case #S06-15 – Consideration of approval of a Preliminary Plat for Kickapoo Plaza located on Kickapoo Street, North of MacArthur, Shawnee, OK

Applicant: The Landrun Group LLC

Combined staff report. Chairman Silvia opened item number and asked if there no further questions or comments, to entertain a motion. Vice-Chairman Salter made a motion to approve with staff conditions, seconded by Chairman Silvia.

Motion carries with staff conditions:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN:

AGENDA ITEM NO. 12:

A public hearing for consideration of approval of the Downtown Property Maintenance Code

Applicant: City of Shawnee

Justin Erickson presented staff report and included revisions from previous workshop. Mr. Erickson informed the Commissioners that approval is recommended and briefly discussed the highlights of the Code. Mr. Erickson stated he would be happy to answer any questions and Commissioner Clinard asked if there have been any remarks regarding the code since it was put out. Mr. Erickson informed her that there was no organized response and mentioned the basics of the enforcement process. Commissioner Cowen addressed considering a time limit for the owners. Mr. Erickson informed him he could make a clarifying statement regarding a time limit. Commissioner Cowen proceeded to ask what number of downtown property owners resided out of town. Justin Erickson stated he believed it be around twenty percent. Chairman Silvia asked if their discussion was covered in the original chapter seven ordinance. Mr. Erickson stated it would be a good idea to include the time limit. Commissioner Kerbs asked what a good recommendation for the time frame would be. Justin Erickson mentioned adding access to the building in the fifteen days' time frame would be

sufficient. Vice-Chairman Salter asked for clarification regarding no provision for grandfathering and Mr. Erickson confirmed. Chairman Silvia asked if Commissioner Cowen wanted to add anything additional in regards to the time limit or if they wanted to allow staff to make the revisions before going to the City Commission. Commissioner Cowen stated he believed staff could make the changes. Chairman Silvia opened the public portion of the meeting and asked for anyone who wanted to speak against the application to come forward. There were none and Chairman Silvia asked for anyone who wanted to speak in favor of the application to come forward. No one came forward and Chairman Silvia closed the public portion of the meeting. Chairman Silvia asked for any questions or comments from the Commission. There were none and Commissioner Cowen made a motion to approve with the amendment to incorporate the fifteen day time limit to property owners, seconded by Commissioner Kerbs.

Motion carries with one amendment:

AYE: Clinard, Kerbs, Silvia, Salter, Cowen, Kienzle

NAY:

ABSTAIN:

AGENDA ITEM NO. 11:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Cheyenne Lincoln
Planning Commission Secretary

Regular Board of Commissioners

1. c.

Meeting Date: 06/15/2015

Pioneer Budget

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge receipt of Pioneer Library System Budget for July 1, 2015 through June 30, 2016.

Attachments

Pioneer Budget

**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2015 - JUNE 30, 2016**

REVENUES

Ad Valorem Taxes			
Cleveland County	\$11,022,554		
McClain County	1,442,549		
Pottawatomie County	2,033,817		
Total Ad Valorem Taxes		\$14,498,920	
Oklahoma Department of Libraries			
State Aid		\$149,662	
Total State Aid			\$149,662
Other Revenue			
		\$484,374	
			\$484,374
Subtotal All Revenue			\$15,132,956
Use of Designated Fund Balance			\$0
Fund Balance			
Reserved for Encumbrances			\$0
Fund Balance Carryover			
Designated Fund Balance			\$918,996
Undesignated Fund Balance			\$2,709,942
Total Fund Balance			\$3,628,938
TOTAL REVENUE			\$18,761,894

EXPENDITURES

Personnel Services	\$9,992,694		
Books and Other Materials	2,000,000		
General & Administrative	1,303,522		
Technology	1,150,000		
Virtual Library	240,000		
System Services	446,740		
(Development, Literacy, Programming, PIO, Outreach)			
Subtotal All Expenditures		\$15,132,956	
Fund Balance			
Reserved for Encumbrances			\$0
Fund Balance Carryover			
Designated Fund Balance			\$918,996
Undesignated Fund Balance			\$2,709,942
Total Fund Balance			\$3,628,938
TOTAL GENERAL FUND EXP & FUND BALANCE			\$18,761,894


Annette Brown, Chair


Anne Masters, Secretary

INCOME	Revised Budget August 2014/2015	Budget May 2015/2016	Change From 2014/15	% Change From 2014/15 Budget
Cleveland Co.	\$11,022,554	\$11,022,554	\$0	0.00%
McClain Co.	\$1,442,549	\$1,442,549	\$0	0.00%
Pott Co.	\$2,033,817	\$2,033,817	\$0	0.00%
Total Ad Valorem	\$14,498,920	\$14,498,920	\$0	0.00%
State Revenue				
State Aid	\$149,662	\$149,662	\$0	0.00%
Miscellaneous				
Fines	\$200,000	\$190,000	(\$10,000)	-5.00%
Reprographics	\$30,000	\$33,000	\$3,000	10.00%
Public Printers	\$42,000	\$48,000	\$6,000	14.29%
Promotional Sales	\$500	\$500	\$0	0.00%
Headphone Sales	\$500	\$500	\$0	0.00%
Lost Book Reimburs	\$12,000	\$12,000	\$0	0.00%
Non Resident Fees	\$1,700	\$1,100	(\$600)	-35.29%
Fax Income	\$22,000	\$21,000	(\$1,000)	-4.55%
Interest Income	\$22,000	\$18,000	(\$4,000)	-18.18%
Lease Income	\$62,736	\$63,000	\$264	0.42%
Loan Payment	\$66,875	\$65,000	(\$1,875)	-2.80%
Miscellaneous	\$2,000	\$2,000	\$0	0.00%
Contractual Services	\$28,496	\$30,274	\$1,778	6.24%
Total Miscellaneous	\$490,807	\$484,374	(\$6,433)	-1.31%
Subtotal All Revenue	\$15,139,389	\$15,132,956	(\$6,433)	-0.04%
Release of Fund Balance				
Reserved for Encumbrances	\$192,188	\$0	(\$192,188)	-100.00%
Use of Designated Fund Balance	\$0	\$0	\$0	
Fund Balance				
Reserved for Encumbrances				
Fund Balance Carryover Prior				
Designated Fund Balance	\$918,996	\$918,996	\$0	0.00%
Undesignated Fund Balance	\$2,709,942	\$2,709,942	\$0	0.00%
Total Fund Balance	\$3,628,938	\$3,628,938	\$0	0.00%
TOTAL REVENUE	\$18,960,515	\$18,761,894	(\$198,621)	-1.05%

EXPENSES	Revised Budget August 2014/2015	Budget May 2015/2016	Change from 2014/15	% Change From 2014/15 Budget
Personnel Services				
Salaries	\$7,533,021	\$7,533,021	\$0	0.00%
Social security/medicare	\$576,276	\$576,276	\$0	0.00%
Recruitment	\$5,000	\$4,000	(\$1,000)	-20.00%
Retirement Benefits	\$566,564	\$596,564	\$30,000	5.30%
Health Insurance	\$1,088,857	\$1,159,344	\$70,487	6.47%
Group Term Life Insurance	\$23,175	\$23,600	\$425	1.83%
Disability Insurance	\$34,505	\$35,000	\$495	1.43%
Employee Assistance Programs	\$15,800	\$15,800	\$0	0.00%
Workers Compensation	\$36,103	\$28,089	(\$8,014)	-22.20%
Contract Labor	\$10,000	\$7,000	(\$3,000)	-30.00%
Unemployment Insurance	\$6,000	\$7,000	\$1,000	16.67%
Scholarship	\$7,000	\$7,000	\$0	0.00%
Total Personnel Services	\$9,902,301	\$9,992,694	\$90,393	0.91%
Materials	\$2,000,227	\$2,000,000	(\$227)	-0.01%
Administrative Services				
Professional Services	\$150,000	\$130,000	(\$20,000)	-13.33%
Attorney Fees	\$60,000	\$60,000	\$0	0.00%
Continuing Education	\$150,000	\$131,099	(\$18,901)	-12.60%
Equipment	\$300,000	\$300,000	\$0	0.00%
Equipment Repair & Maint.	\$4,000	\$4,000	\$0	0.00%
Insurance	\$108,000	\$108,000	\$0	0.00%
Membership	\$13,000	\$13,000	\$0	0.00%
Postage	\$40,000	\$42,000	\$2,000	5.00%
Supplies	\$84,923	\$84,923	\$0	0.00%
Telephone	\$38,000	\$25,000	(\$13,000)	-34.21%
Travel	\$46,000	\$46,000	\$0	0.00%
Vehicles	\$70,000	\$60,000	(\$10,000)	-14.29%
Audit	\$22,000	\$22,000	\$0	0.00%
Interest Expense	\$5,000	\$3,500	(\$1,500)	-30.00%
Bad Debt Expense	\$0	\$0	\$0	
Miscellaneous Expense	\$5,000	\$5,000	\$0	0.00%
Reprographics	\$70,000	\$70,000	\$0	0.00%
Sales Tax	\$6,000	\$6,000	\$0	0.00%

Data Processing	\$75,000	\$75,000	\$0	0.00%
Fine Collection Service	\$28,000	\$28,000	\$0	0.00%
Revaluation	\$90,000	\$90,000	\$0	0.00%
Budget Contingency	\$0	\$0	\$0	
Total G& A	\$1,364,923	\$1,303,522	(\$61,401)	-4.50%
Technology	\$1,023,639	\$1,150,000	\$126,361	12.34%
Technology West Side Norman Branch	\$40,000	0	(\$40,000)	-100.00%
Virtual Library	\$250,275	\$240,000	(\$10,275)	-4.11%
Construction Project Norman Cntr Court	\$23,246	0	(\$23,246)	-100.00%
System Services				
Development	\$40,697	\$33,497	(\$7,200)	-17.69%
Events/Hospitality	\$3,500	\$3,500	\$0	0.00%
System Signage	\$15,000	\$12,000	(\$3,000)	-20.00%
Public Information	\$102,769	\$97,318	(\$5,451)	-5.30%
Programming	\$65,000	\$55,425	(\$9,575)	-14.73%
Literacy	\$10,000	\$10,000	\$0	0.00%
System Facilities	\$200,000	\$175,000	(\$25,000)	-12.50%
System Outreach	\$70,000	\$60,000	(\$10,000)	-14.29%
Total System Services	\$506,966	\$446,740	(\$60,226)	-11.88%
Subtotal GF Expenditures	\$15,111,577	\$15,132,956	\$21,379	0.14%
Fund Balance				
Reserved for Encumbrances				
Fund Balance Designated Current Year	\$220,000	\$0	(\$220,000)	-100.00%
Fund Balance Carryover Prior				
Designated Fund Balance	\$918,996	\$918,996	\$0	0.00%
Undesignated Fund Balance	\$2,709,942	\$2,709,942	\$0	0.00%
Total Fund Balance	\$3,848,938	\$3,628,938	(\$220,000)	-5.72%
Total General Fund Expend. and Fund Balance	\$18,960,515	\$18,761,894	(\$198,621)	-1.05%

Regular Board of Commissioners

1.

Meeting Date: 06/15/2015

Lake Leases/Renewals

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Renewals/Transfers:

RENEWALS:

- Lot 22 Belcher Tract, 33410 Post Office Neck
Lessees: Cecilia Engle and Benjamin John D'Amico
- Lot 1 Belcher Tract, 15520 Nickens Rd.
Lessees: Walter and Brenda Christensen
- Lot 3 Belcher Tract, 15514 Nickens Rd.
Lessees: Norma and Harold Beavers
- Lot 8 Belcher Tract, 15509 Nickens Rd.
Lessee: Latta Family Trust
- Lot 10 Belcher Tract, 15607 Nickens Rd.
Lessee: Pamela Street
- Lot 8 Sect Tract, 33600 Post Office Neck
Lessees: Kenneth West and Lora Davis
- Lot 6 Belcher Tract, 15411 Nickens Rd.
Lessee: Carol Hopkins

TRANSFERS:

- Lot 6 Sect Tract, 33804 Post Office Neck
From: Terry Farris
To: James and Susan Ruth
-

Attachments

Engle

Christensen

Beavers

Latta

Street

West

Hopkins

Ruth



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

SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS

Date	06-04-15	License No. #010847
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	06-15-15	
Property Address	33410 POST OFFICE NECK	
Lake Site Location	LOT 22 BELCHER TRACT	
Lease Dates	12-17-2014 – 12-16-2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	CECILIA ENGEL & BENJAMIN JOHN D'AMICO	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 08-26-2019)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	08-26-2014	
Misc. Comments		
	Total Charges Paid: \$724.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 010847**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of December 16, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

G J ENGEL
of 33410 POST OFFICE NECK SHAWNEE OK 74801 ,
CECILIA ENGEL
of 33410 POST OFFICE NECK SHAWNEE OK 74801,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 649.00** dollars for **2014**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33410 POST OFFICE NECK
LOT 22 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

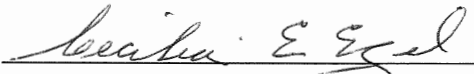
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

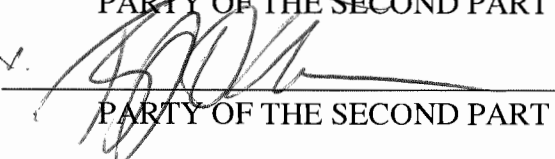
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	06-04-15	License No. #013785
Type	<input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>	
Commission Meeting Date	06-15-15	
Property Address	15520 NICKENS RD.	
Lake Site Location	LOT 1 BELCHER TRACT	
Lease Dates	10-15-2012 – 10-14-2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	WALTER AND BRENDA CHRISTENSEN	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	09-24-2012	
Misc. Comments		
	Total Charges Paid: \$699.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 013785**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of October 15, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

WALTER CHRISTENSEN
of 352157 E 990 RD SPARKS OK 74869-9741 ,
BRENDA CHRISTENSEN
of 352157 E 990 RD SPARKS OK 74869-9741,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 624.00 dollars for 2012, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15520 NICKENS RD
LOT 1 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that many incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

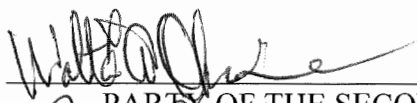
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

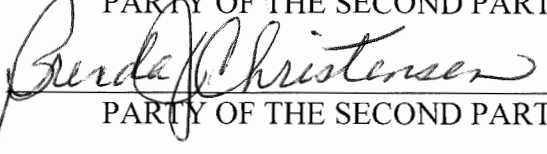
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	06-04-15	License No. #017306
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	06-15-15	
Property Address	15514 NICKENS RD.	
Lake Site Location	LOT 3 BELCHER TRACT	
Lease Dates	07-10-2014 – 07-09-2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	NORMA AND HAROLD BEAVERS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 06-22-2017)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	06-22-2012	
Misc. Comments		
	Total Charges Paid: \$649.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 017306**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 10, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

NORMA BEAVERS
of 15514 NICKENS RD SHAWNEE OK 74801 ,
HAROLD BEAVERS
of 4306 N TRINITY DR SHAWNEE OK 748048965,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 649.00 dollars for 2014, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15514 NICKENS RD
LOT 3 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
 SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	06-04-15	License No. #009804
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	06-15-15	
Property Address	15509 NICKENS RD.	
Lake Site Location	LOT 8 BELCHER TRACT	
Lease Dates	07-06-2013 – 07-05-2043	
Lease Fee (changes annually)	\$637.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	LATTA FAMILY TRUST	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 07-01-2015)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	07-01-2010	
Misc. Comments		
	Total Charges Paid: \$637.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 009804**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of July 6, 2013 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LATTA FAMILY TRUST
of 720 PENN LANE MOORE OK 73160 ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 637.00 dollars for 2013, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15509 NICKENS RD
LOT 8 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

James D. Latta

PARTY OF THE SECOND PART

Yvonne Latta

PARTY OF THE SECOND PART



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

SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS

Date	06-04-15	License No. #018564
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	06-15-15	
Property Address	15607 NICKENS RD.	
Lake Site Location	LOT 10 BELCHER TRACT	
Lease Dates	05-18-2015 – 05-17-2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00	Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Lessee (Transfer To)		
Name(s)	PAMELA STREET	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 05-30-18)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	05-30-2013	
Misc. Comments		
	Total Charges Paid: \$662.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 018564**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of May 17, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

PAMELA STREET
of 15607 NICKENS RD SHAWNEE OK 74801 ,

of ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for **2015**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15607 NICKENS RD
LOT 10 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

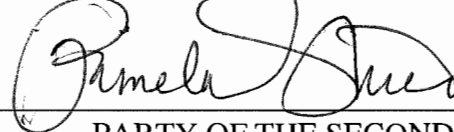
It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART



PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

PARTY OF THE SECOND PART



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	06-15-15	License No.# 010884
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer <i>(Fee: \$1,000)</i>
Commission Meeting Date	06-15-15	
Property Address	33600 POST OFFICE NECK	
Lake Site Location	LOT 8 SECT TRACT	
Lease Dates	03-02-12 – 03-01-2042	
Lease Fee (changes annually)	\$624.00	
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	KENNETH WEST AND LORA DAVIS	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	02-28-2012	
Misc. Comments		
	Total Charges Paid: \$699.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 010884**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of March 2, 2012 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

KENNETH WEST
of PO BOX 57 QUANAHA TX 79252-0057 ,
LORA DAVIS
of 16712 MAGNINO RD SHAWNEE OK 748014005,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 624.00** dollars for **2012**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33600 POST OFFICE NECK
LOT 8 SECK TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.


IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

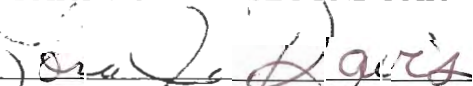
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART


PARTY OF THE SECOND PART



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	06/10/15	License No. 010338
Type	<input checked="" type="checkbox"/> Renewal	<input type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	06/15/15	
Property Address	15411 NICKENS RD	
Lake Site Location	LOT 6 BELCHER TRACT	
Lease Dates	09/07/2014 – 09/06/2044	
Lease Fee (changes annually)	\$649.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)		
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	CAROL HOPKINS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (due: 07-30-18)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	07/30/2013	
Misc. Comments		
	Total Charges Paid: \$649.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 010338**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of September 7, 2014 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CAROL HOPKINS
of 15411 NICKENS RD SHAWNEE OK 74801 ,

of ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 649.00 dollars for 2014, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**15411 NICKENS RD
LOT 6 BELCHER TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

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All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Carol Hopkins

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



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

**SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY/INSPECTION REPORT – FOR RENEWALS/TRANSFERS**

Date	06-04-15	License No. #024911
Type	<input type="checkbox"/> Renewal	<input checked="" type="checkbox"/> Transfer (<i>Fee: \$1,000</i>)
Commission Meeting Date	06-15-15	
Property Address	33804 POST OFFICE NECK	
Lake Site Location	LOT 6 SECT TRACK	
Lease Dates	06-15-15 – 06-14-2045	
Lease Fee (changes annually)	\$662.00	
Inspection Fee	\$75.00 Applicable: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Lessee (Transfer To)		
Name(s)	JAMES AND SUSAN RUTH	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	TERRY FARRIS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Due: 10-30-2017)	
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Septic System	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic	
Last Inspected/Pumped	10-30-2012	
Misc. Comments	Total Charges Paid: \$1,662.00	

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

**CABIN SITE LEASE
LEASE# 027142**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of June 15th, 2015 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JAMES RUTH
of 64 NORTHRIDGE RD SHAWNEE OK 74804-3263 ,
SUSAN RUTH
of 64 NORTHRIDGE RD SHAWNEE OK 74804-3263,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 662.00 dollars for 2015, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

**33804 POST OFFICE NECK
LOT 6 SECT TRACT**

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.


IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,


BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Regular Board of Commissioners

1. e.

Meeting Date: 06/15/2015

Excess Liability

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of excess liability policy for Workers' Compensation with Safety National Casualty Corporation for July 1, 2015, through June 30, 2016.

Attachments

WCC Memo

WCC Barney Memo

WCC Quote



City of Shawnee
Human Resources Department

Tamera Johnson
Human Resources Director

16 West 9th Street
Shawnee, OK 74801
Office (405) 878-1626 *Fax (405) 878-1734
Email: TJohnson@Shawneeok.org

Date: June 9, 2015
To: Mayor and City Commissioners
From: Tamera Johnson, HR Director

Tamera Johnson
HR Director

RE: Excess Liability quote for Workman's Compensation

Terry Cook
Mgr. Safety and Risk
Management

Nature of the Request:

Jennifer Dawson
HR Assistant

The City of Shawnee is self-insured for Workers' Compensation which means that 100% of the claim is borne by the employer unless there is a stop-loss policy in place. Years ago, we had a police officer shot in the line of duty and at that time we did not have a stop-loss policy so the City was and is still responsible for all expenses on that claim until it can be closed. If there had been a stop-loss policy we would have been only liable up to a certain amount. In light of this, we now have a stop-loss policy in place to protect the city from any future large claims. Currently there are only three companies that will quote cities for excess liability mainly due to police and fire departments risk.

Midwest Employers Casualty Company: Declined to offer terms due to previous large losses.

New York Marine and General Insurance Company: Indicated retention and premiums higher than the current carrier. Retention of \$1,500,000 or higher. NYMAGIC recognized the fire fighters offer the greatest risk due to inhaled gasses during fires that may contain infectious diseases or cause injury to the heart and lung, respiratory system, even cancer.

Safety National Casualty Corporation: Current Carrier, competitive pricing and terms. **See Attached**

Staff Analysis, Considerations:

The current quote represents an increase from the previous year's policy of 18,637. With this stop loss policy in place the City would be responsible for the first \$750,000 for police and fire and \$500,000 for all other employees. After this threshold Safety would then come in and pay until the claim could be closed.

Recommendation:

Our recommendation is to contract with Safety National Casualty Corporation. We have been with Safety for the last several years and have only seen moderate increases.

Budget Consideration:

This has already been budgeted for in the 601 fund for fiscal year 2015-2016. If we were to have a catastrophic event that involved one or several employees, the most that the City would be out for the event would be \$750,000 for police and fire employees or \$500,000 for other employees. Without this coverage, we would bear the entire claim.

Tamera Johnson

From: Barney Welch <BWelch@aui-ok.com>
Sent: Tuesday, June 9, 2015 2:30 PM
To: Tamera Johnson
Cc: Terry Cook; Cynthia Sementelli; Jennifer Dawson
Subject: Workers' Compensation Excess Renewal Effective 7-1-2015 to 7-1-2016
Attachments: City of Shawnee Quote 15.16.pdf

Dear Ms. Johnson,

Associated Underwriters is proud to once again provide the City of Shawnee the most competitive renewal of all carriers in the small to midsize premium market (premiums less than \$250,000).

The market place is limited to three (3) carriers:

Midwest Employers Casualty Company: Declined to offer terms due to previous large losses.

New York Marine and General Insurance Company: Indicated retention and premiums higher than the current carrier. Retention of \$1,500,000 or higher. NYMAGIC recognized the fire fighters offer the greatest risk due to inhaled gasses during fires that may contain infectious diseases or cause injury to the heart and lung, respiratory system, even cancer.

Safety National Casualty Corporation: Current Carrier, competitive pricing and terms. **See Attached**

Thank you,

Barney Welch

City of Shawnee
Excess Workers Compensation Quote
Policy Period 7/1/2015-7/1/2016

CARRIERS	Safety National Casualty Corporation	Safety National Casualty Corporation
	AM Best Rating A+	AM Best Rating A+
	Expiring 7/1/2015	Renewal Quote 7/1/2015-16
Estimated Annual Payroll	\$13,843,550	\$15,975,084
Length of Policy	1 year	1 year
Manual Premium	\$701,202	\$796,488
SPECIFIC		
Specific Limit	Statutory	Statutory
Specific Retention-Firefighters/Police	\$750,000	\$750,000
Specific Retention/All Others	\$500,000	\$500,000
Employer Liability		
Employers Liability Limit	\$1,000,000	\$1,000,000
Employers Liability Retention-Firefighters/Police	\$750,000	\$750,000
Employers Liability Retention-All others	\$500,000	\$500,000
AGGREGATE		
Aggregate Limit	N/A	N/A
PREMIUM		
Rate per \$100. of Payroll	0.654	0.6834
Estimated Policy Premium	\$90,537	\$109,174
Estimated Policy Premium Minimum	\$86,010	\$103,715
Deposit Premium	\$90,537	\$109,174
** Aircraft is excluded		
** Payroll is subject to annual audit		

Barney Welch
Associated Underwriters, Inc.
8106 N. Glade Bldg # 2
Oklahoma City, OK 73132

June 9, 2015

Regular Board of Commissioners

1. f.

Meeting Date: 06/15/2015

OMRF Carson

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Billy Carson.

Regular Board of Commissioners

1. g.

Meeting Date: 06/15/2015

Mayors Appts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Planning Commission

Regena Morton Term to Expire 06/01/2018 Full Term

Replaces Ben Salter – Termed Out

Zoning Board of Adjustment

William Kirkland Term to Expire 06/01/2017 1ST Partial Term

Replaces Toby Blaylock – Termed Out

Attachments

Morton Appl

Kirkland Appl

CITY OF SHAWNEE

CITY COMMISSION
WARD 1
APPLICATION TO SERVE



Boards, Committees, and Commissions

Name: <u>Regena Morton</u>	Application Date: <u>4-29-2015</u>
Address: <u>1404 Mia Shawnee OK 74804</u>	
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-570-1995</u>	Fax: _____ Email: <u>saltoftheearth1975@gmail.com</u>
Profession: <u>Retired - public school teacher</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____	Fax: _____ Email: _____

Do you live within Ward 1 of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? _____

Why are you interested in serving as Ward 1 Commissioner on the City Commission?
Lots of positive things are happening in Shawnee. I'd like to
be a part of moving Shawnee forward.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?
I have a lot of experience dealing with people.
I have a pretty good idea of how government works.
I am a good listener and problem solver.

What civic or volunteer activities (if any) are you currently involved in?
I am a board member in our Homeowner's Association.

List education, including degree(s) earned:

HS Diploma - Shawnee High School

Bachelor of Science in Education - East Central University

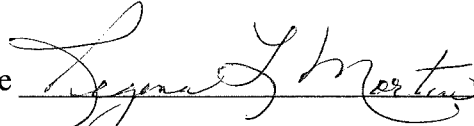
Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve? NO

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Tiffany Phillips	friend & former coworker	(405)273-1976
Jamie Barrick	friend	(405) 273-7810
Shelley Zuhdi	friend	(405) 275-6052

PLEASE READ CAREFULLY:

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature  Date: 4-29-2015

Applicants are encouraged to include a letter of interest and/or resume with this application. Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1605
Fax: (405) 878-1581
ploftis@ShawneeOK.org

To: City of Shawnee Commissioners

From: Regena Morton

Date: April 29, 2015

Ref: Ward 1 Vacancy

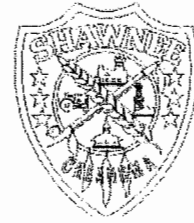
I moved to Shawnee from Ponca City in 1971. At that time I was an 8th grader and attended Shawnee Public Schools graduating in 1975. I received an excellent education here. My husband and I have been married 40 years, raising our family here. I am a retired public school teacher. My hobbies are reading, sewing, spending time with family & friends, especially our three grandchildren, as well as our Great Dane, Sweetie.

Shawnee is a good place to live and I want to be a part of moving it forward and making it an even better place for everyone.

As far as what I could bring to the commission, I have a lot of life experiences. I can get along with anyone. I am honest and try very hard to be fair. As a teacher, I wanted all my students to feel special. I'm a big believer in manners and respect. No one person is more important than any other. When I taught, my class motto was, "if you can't say something nice, don't say anything at all". I am a Christian, a sinner saved by grace. I make mistakes, but I'll always try to do what's right.

Thank you for your consideration.

CITY OF SHAWNEE



APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>BILL KIRKLAND</u>		Application Date: _____
Address: <u>1724 N. Market Ave Shawnee, OK 74804</u>		
Mailing Address: <u>SAME</u>		
Daytime Phone: <u>918-429-9765</u>		Fax: <u>405-432-5206</u> Email: <u>corchugh@llc.yahoo.com</u>
Profession: <u>Retired Federal & State</u>		
Business Name: _____		
Business Address: _____		
Business Phone: _____	Fax: _____	Email: _____

Do you live within the City Limits of the City of Shawnee? Yes or No (please circle)

Do you currently serve on a City board or committee? Yes or No (please circle)

How many years have you lived in Shawnee? 3 1/2

Select the Board/Committee/Commission you are interested in serving on: (please check)

<p style="text-align: center;"><i>MAYORS OFFICE</i></p> <p><input type="checkbox"/> Airport Advisory Board</p> <p><input type="checkbox"/> Beautification Committee</p> <p><input type="checkbox"/> Board of Adjustment (Zoning)</p> <p><input type="checkbox"/> Cable TV Advisory Committee</p> <p><input type="checkbox"/> Civic and Cultural Development Authority</p> <p><input type="checkbox"/> Community Service Contracts Review Committee</p> <p><input type="checkbox"/> Economic Development Foundation, Inc. Board of Trustees</p> <p><input type="checkbox"/> Housing Authority</p>	<p><input type="checkbox"/> Library Board</p> <p><input type="checkbox"/> Oklahoma Baptist University Trust Authority</p> <p><input type="checkbox"/> Planning Commission</p> <p><input type="checkbox"/> Regional Park Oversight Committee</p> <p><input type="checkbox"/> Shawnee Hospital Authority</p> <p><input type="checkbox"/> Shawnee Urban Renewal Authority</p> <p><input type="checkbox"/> Tourism Advisory Committee</p> <p><input type="checkbox"/> Traffic Commission</p> <p><input type="checkbox"/> Building Code Board of Appeals</p> <p><input type="checkbox"/> Other:</p>
--	--

Why are you interested in serving on the Board/Committee/Commission selected above?

Retired and interested in Shawnee now & future

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?

Knowledge of some codes, most of all willing to hear. I give 100% of what I have & will
ZARR

What civic or volunteer activities (if any) are you currently involved in?

YMCA Shawnee Public School

List education, including degree(s) earned:

Asst. Business
Education

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?

NO

Please include up to three personal or professional references:

Name	Relationship	Phone Number
Bradon Sullivan	NONE	405-277-6182
Sharon Quigley	NONE	405-227-0177
1-30	NONE	405-568-0017

PLEASE READ CAREFULLY:

Appointment by the Commission is for one term and individuals may not serve more than two consecutive full terms. Appointment to a second term remains at the discretion of the City Commission.

My signature affirms that all information contained herein is true to the best of my knowledge, and that I understand that any misstatement of fact or misrepresentation of credentials may result in disqualification from further consideration.

Signature Amal Kurbat Date 5-27-15

Applications are retained on file for one (1) year. Applicants are encouraged to include a letter of interest with this application. Thank you for your interest in serving Shawnee.

Send application form to:

Shawnee City Clerk PO Box 1448 Shawnee, OK 74802 878-1605 (phone) 878-1581 (fax) llasyone@ShawneeOK.org
--

Regular Board of Commissioners

1. h.

Meeting Date: 06/15/2015

General Fund

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – General Fund 001

To cover overage at yearend housekeeping

Attachments

Fund 001

CITY OF SHAWNEE
BUDGET AMENDMENT FISCAL YR 2014-2015
GENERAL FUND 001
06/15/2015

Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance	Amount of	Balance
					Before	Amendment	After
					Amendment	(Decrease)	Amendment
001	4002			USE TAX	1,200,000.00	266,500.00	1,466,500.00
001	4102			STATE GRANT REVENUE	-	60,000.00	60,000.00
001	4120			MICLOUD DISPATCH	-	50,000.00	50,000.00
001	4810			PROPERTY RESALES DIST	-	30,000.00	30,000.00
001	4804			INSURANCE RECOVERY	-	25,000.00	25,000.00
001	4822			OTHER MISC REVENUES	15,000.00	15,000.00	30,000.00
001	4013			ONG FRANCHISE	275,000.00	40,000.00	315,000.00
Total						486,500.00	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance	Amount of	Balance
					Before	Amendment	After
					Amendment	(Decrease)	Amendment
001	5-0110-5105			EDUCATION INCENTIVES	\$ -	\$ 230.00	230.00
001	5-0110-5102			OTHER MISC CHARGES	\$ 15,000.00	\$ 580.00	15,580.00
001	5-0110-5339			OTHER CONTRACTUAL SERVICES	\$ 52,000.00	\$ 21,000.00	73,000.00
001	5-0210-5103			PART TIME SALARIES	\$ 20,000.00	\$ 20,000.00	40,000.00
001	5-0210-5340			TRAINING CONFERENCES	\$ 3,500.00	\$ 7,000.00	10,500.00
001	5-0210-5113			HEALTH INSURANCE	\$ 17,049.00	\$ 5,000.00	22,049.00
001	5-0210-5115			OMRF RETIREMENT	\$ 38,717.00	\$ 12,000.00	50,717.00
001	5-0230-5101			REGULAR SALARIES	\$ 220,102.52	\$ 15,000.00	235,102.52
001	5-0320-5360			BANK CHARGES	\$ 16,000.00	\$ 5,000.00	21,000.00
001	5-0320-5319			OTHER CONTRACTUAL SERVICES	\$ 2,000.00	\$ 5,000.00	7,000.00
001	5-0410-5304			REPAIR AND MAINT	\$ -	\$ 1,300.00	1,300.00
001	5-0410-5317			MEDICAL SERVICES	\$ 17,800.00	\$ 4,000.00	21,800.00
001	5-0620-5102			OVERTIME	\$ 20,000.00	\$ 20,000.00	40,000.00
001	5-0620-5130			CLOTHING ALLOWANCE	\$ 57,000.00	\$ 4,000.00	61,000.00
001	5-0620-5250			OTHER MATERIAL AND SUPPLIES	\$ 5,000.00	\$ 9,000.00	14,000.00
001	5-0620-5304			REPAIR AND MAINT	\$ 75,000.00	\$ 9,000.00	84,000.00
001	5-0620-5450			CAPITAL OUTLAY	\$ -	\$ 25,000.00	25,000.00
001	5-0630-5101			SALARIES	\$ 330,204.54	\$ 75,000.00	405,204.54
001	5-0630-5113			HEALTH INSURANCE	\$ 39,564.60	\$ 15,000.00	54,564.60
001	5-0630-5116			POLICE PENSION	\$ 36,660.83	\$ 9,000.00	45,660.83
001	5-0660-5113			HEALTH INSURANCE	\$ 41,958.09	\$ 10,000.00	51,958.09
001	5-0660-5205			UNIFORMS AND CLOTHING	\$ -	\$ 2,500.00	2,500.00
001	5-0660-5102			OVERTIME	\$ 30,000.00	\$ 15,000.00	45,000.00
001	5-0720-5113			HEALTH INSURANCE	\$ 266,040.00	\$ 100,000.00	366,040.00
001	5-0720-5140			TUITION ASSISTANCE	\$ 5,000.00	\$ 6,500.00	11,500.00
001	5-0750-5201			OFFICE AND COMPUTER SUPPLIES	\$ 3,000.00	\$ 2,000.00	5,000.00
001	5-0920-5113			HEALTH INSURANCE	\$ 73,496.04	\$ 20,000.00	93,496.04
001	5-0920-5115			ORMF REITIREMENT	\$ 33,334.81	\$ 7,000.00	40,334.81
001	5-0920-5145			UNEMPLOYMENT	\$ -	\$ 3,500.00	3,500.00
001	5-0930-5101			REGULAR SALARIES	\$ 139,780.94	\$ 12,000.00	151,780.94
001	5-0930-5113			HEALTH INSURANCE	\$ 21,124.80	\$ 4,000.00	25,124.80
001	5-0930-5115			RETIREMENT	\$ 21,131.12	\$ 4,000.00	25,131.12
001	5-0940-5102			OVERTIME	\$ 3,000.00	\$ 4,000.00	7,000.00
001	5-0940-5303			REPAIR AND MAINT	\$ 8,000.00	\$ 18,000.00	26,000.00
001	5-1130-5302			REPAIR AND MAINT	\$ 2,500.00	\$ 5,000.00	7,500.00
001	5-4010-5113			HEALTH INSURANCE	\$ 33,943.00	\$ 6,000.00	39,943.00
001	5-4010-5304			VEHICLE REPAIR	\$ 1,500.00	\$ 4,890.00	6,390.00
						486,500.00	

APPROVED
 BY CITY COMMISSION

Explanation of Budget Amendment:

TO COVERAGE OVRAGE AT YEAR END- HOUSEKEEPING

Approved:

Includes reimbursements, grants and insurance checks

 Mayor

Attest:

Posted By _____ Date _____ BA# _____ Pkt.# _____

 City Clerk

Budget Amendment General Fund

001-5-0110-5105	Education Incentives	\$ 230.00	didn't know [redacted] got education incentive
001-5-0110-5103	Part-time salaries	\$ 580.00	Part-time salaries for survey in spring
001-5-0110-5339	Other contractual services	\$ 21,000.00	Affion charges
	Total City Manager	\$ 21,810.00	
001-5-0210-5103	Part-time salaries	\$ 20,000.00	Increase part-time salaries for fixed asset inventory
001-5-0210-5340	Training conferences	\$ 7,000.00	Sent new employees to additional training
001-5-0210-5113	Health Insurance	\$ 5,000.00	after budget was prepared one long-term
001-5-0210-5115	OMRF retirement	\$ 12,000.00	employee moved into my department
	Total Accounting	\$ 44,000.00	
001-5-0230-5101	Regular Salaries	\$ 15,000.00	didn't take into consideration of accrual
	Total IT	\$ 15,000.00	
001-0320-5360	Bank Charges	\$ 5,000.00	charges for credit cards
001-5-0320-5319		\$ 5,000.00	substitute judge
	Total Municipal Court	\$ 10,000.00	
001-5-0410-5304	Repair and Maint	\$ 1,300.00	Older vehicle needed work
001-5-0410-5317	medical Services	\$ 4,000.00	Physical and drug test for new hires
	Total Human Resources	\$ 5,300.00	
001-5-0620-5102	overtime	\$ 20,000.00	to adjust overtime for Department of Safety Grant
001-5-0620-5130	clothing allowance	\$ 4,000.00	additional officers
001-5-0620-5250	other materials and supplies	\$ 9,000.00	police bikes-avedis grant
001-5-0620-5304	Repair and Maint	\$ 9,000.00	had a few accidents and older vehicles
001-5-0620-5450	Capital Outlay	\$ 25,000.00	Balistic Vest that are match with a grant
	Total Patrol	\$ 67,000.00	
001-5-0630-5101	Salaries	\$ 75,000.00	moved one officer to CID after budget was approved
001-5-0630-5113	Health Insurance	\$ 15,000.00	
001-5-0630-5116	Police Pension	\$ 9,000.00	
	Total CID	\$ 99,000.00	
001-5-0660-5113	Health Insurance	\$ 10,000.00	new employees
001-5-0660-5205	uniforms and clothing	\$ 2,500.00	new uniforms
001-5-0660-5102	overtime	\$ 15,000.00	to accommodate shortage
	total dispatch	\$ 27,500.00	
001-5-0720-5113	health Insurance	\$ 100,000.00	
001-5-0720-5140	tuition assistance	\$ 6,500.00	
	Total Suppression	\$ 106,500.00	

001-5-0750-5201	office and Computer supplies	\$ 2,000.00	
	Total LEPC	\$ 2,000.00	
001-5-0920-5113	Health Insurance	\$ 20,000.00	
001-5-0920-5115	ORMF retirement	\$ 7,000.00	
001-5-0920-5145	Unemployment	\$ 3,500.00	never budgeted for
	Total Streets	\$ 30,500.00	
001-5-0930-5101	Regular salaries	\$ 12,000.00	
001-5-0930-5113	Health Insurance	\$ 4,000.00	
001-5-0930-5115	retirement	\$ 4,000.00	
	Total Traffic	\$ 20,000.00	
001-5-0940-5102	overtime	\$ 4,000.00	
001-5-0940-5305	repair & Maint equip	\$ 18,000.00	repair slope mower -got insurance check
	Total Parks	\$ 22,000.00	
001-5-1130-5302	repair & Maint build	\$ 5,000.00	
	Total Community Center	\$ 5,000.00	
001-5-4010-5113	Health Insurance	\$ 6,000.00	had changes after budget was done
001-5-4010-5304	Vehicle repair	\$ 4,890.00	
	Total Equipment Services	\$ 10,890.00	
		\$ 486,500.00	

Regular Board of Commissioners

1. i.

Meeting Date: 06/15/2015

Street & Alley Fund

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Street and Alley Fund 101

To transfer money from the general fund to cover street lights

Attachments

Fund 101

Regular Board of Commissioners

1. j.

Meeting Date: 06/15/2015

911 Fund

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – 911 Fund 102

To move the money for the new Dispatch Center

Attachments

Fund 102

CITY OF SHAWNEE
BUDGET AMENDMENT FISCAL YR 2014-2015
FUND 102 911
06/15/2015

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
102	3001			FUND BALANCE	553,185.00	(500,000.00)	53,185.00
Total						(500,000.00)	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
102	5-0740-5450			CCAPITAL OUTLAY	-	500,000.00	500,000.00
Total						500,000.00	

Approved by the City Commission this

Explanation of Budget Amendment:

TO MOVE THE MONEY FOR THE NEW DISPATCH CENTER

Approved:

 Mayor

Attest:

 City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

1. k.

Meeting Date: 06/15/2015

Debt Svcs

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Debt Services Fund 201

To amend the budget for in lieu of taxes from The Housing Authority

Attachments

Fund 201

**CITY OF SHAWNEE
 BUDGET AMENDMENT FISCAL YR 2014-2015
 DEBT SERVICES FUND 201
06/15/2015**

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
201	4010			PMT IN LIEU OF TAXES	-	26,829.71	26,829.71
Total						26,829.71	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
201	5-5010-5399			CONTINGENCY	-	26,829.71	
Total						26,829.71	

Approved by the City Commission this

Explanation of Budget Amendment:

TO AMEND THE BUDGET FOR IN LIEU OF TAXES FROM THE HOUSING AUTHORITY

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

1. I.

Meeting Date: 06/15/2015

Library Fund

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Budget Amendment – Library Fund 701

Transfer money to cover expenses at the library

Attachments

Fund 701

**CITY OF SHAWNEE
BUDGET AMENDMENT FISCAL YR 2014-2015
LIBRARY FUND 701
06/15/2015**

Estimated Revenue or Fund Balance

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
701	4901			TRANSFER FROM GERERAL FUND	74,000.00	15,000.00	89,000.00
Total						15,000.00	

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment	
701	5-1110-5302			CONTINGENCY	9,000.00	7,500.00	16,500.00	
701	5-1110-5378			OTHER MISC CHARGES	15,000.00	7,500.00	22,500.00	
Total							15,000.00	

Approved by the City Commission this

Explanation of Budget Amendment:

TRANSFER MONEY TO COVER EXPENSES AT THE LIBRARY

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

1. m.

Meeting Date: 06/15/2015

Fire Rescue Pumper

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve construction changes and additional equipment for 2015 Pierce PUC Rescue Pumper (Fire Department Engine 3)

Attachments

Fire Memo

CITY OF SHAWNEE

FIRE DEPARTMENT



ADMINISTRATION

Dru Tischer, Interim Fire Chief
405-878-1538

16 West Ninth
Shawnee, Oklahoma 74802
405-878-1556 • Fax 405-878-1618

DATE: June 11, 2015
TO: Mayor, Vice Mayor, City Commissioners
CC: City Manager, Finance Director
FROM: Dru Tischer, Interim Fire Chief
SUBJECT: Request permission to approve construction changes & additional equipment for 2015 Pierce PUC Rescue Pumper

Based on additional needs noted during a recent apparatus pre-build meeting, I am respectfully requesting permission to use funds from our county sales tax account to pay for needed construction changes and additional equipment in the amount of \$31,650.13 (roughly 5% of the original \$582,494 requisition amount from the city Capital fund) for the replacement fire apparatus we currently have ordered from Pierce Manufacturing. The items on the change order include the following:

- Reconfigure hose bed to allow addition of full length storage compartments
- Change rear axle and tires to handle additional storage weight
- Add plumbing for 2.5" pump discharge to rear of apparatus
- Add side compartments to allow storage of 4 additional spare SCBA bottles
- Add flip-out side steps to allow easier access to upper storage
- Add electric firefighting ventilation fan
- Add portable radio battery chargers
- Paint roll-up side doors
- Travel expenses for 2 department members to Pierce facility in Appleton, Wisconsin for final inspection
- Additional shelving & firefighting equipment

Our goal is to maximize pump, hose & storage capacity on this truck to allow the most efficient & effective response capability possible with our available manpower. These construction changes and additional equipment are needed to ensure we meet that goal.



FEMA

AFG

Assistance to
Firefighters
Grant Program



FY 2011 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM

- **APPLICATION PERIOD:** Monday, January 30, 2012 - Friday, February 24, 2012 at 5:00 P.M. EST
- **FY 2011 SAFER Program Guidance to be Posted on AFG Website on Wednesday, January 25, 2012**
- *Important Special Instructions for Completing the FY 2011 SAFER Grant Application*
- **New SAFER Self-Evaluation Tools Provide Insight into the Peer Review Evaluation Process**

The FY 2011 Staffing for Adequate Fire and Emergency Response (SAFER) Grants application period will open on Monday, January 30, 2012 and run until Friday, February 24, 2012 at 5:00 P.M. EST.

The goal of the SAFER Grants is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, assuring communities have adequate protection from fire and fire-related hazards.

The FY 2011 SAFER Grant Program Guidance and Application Kit will be posted on the [AFG Website](#) starting Wednesday, January 25, 2012.

All SAFER applicants should read the new [FY 2011 SAFER Grants Program Guidance](#) to fully understand the FY 2011 award criteria, funding priorities, and *important special application instructions for completing the application.*

HIGHLIGHTS OF THE FY 2011 SAFER GRANT PROGRAM

The grant program conditions described below are in effect *ONLY* for the FY 2011 SAFER Grants; they are not retroactive to previous fiscal years and do not apply beyond the FY 2011 SAFER Grants Program.

- **Salary limits:** There are no annual salary limits
- **Grantee cost share:** There is no prescribed cost-share

- **No retention commitment:** Grantees that are hiring firefighters—whether they be rehires, new hires, or retained firefighters—do not have to commit to retaining the SAFER-funded firefighters beyond the period of performance. **However, no firefighter layoffs are permitted—of either SAFER-funded or non-SAFER firefighters—during the grant's period of performance**
- **Period of performance:** For the Hiring of Firefighters Category grants, the period of performance has been reduced to 2 years.
- **Attrition of firefighters:** FY 2011 grantees who are unable to back-fill firefighting positions that are vacated due to documentable economic hardship may petition FEMA for a waiver of staffing maintenance requirements. To qualify for this waiver, the economic hardship must affect the entire public safety sector in the jurisdiction and not only the fire department.
- **Hiring of Firefighters Category:** The priorities for funding will be as follows:
 1. **First priority:** Rehiring laid-off firefighters
 2. **Second priority:** Retention of firefighters who face imminent layoff and/or filling positions vacated through attrition but not filled due to economic circumstances
 3. **Third priority:** Hiring new firefighters

IMPORTANT SPECIAL INSTRUCTIONS FOR COMPLETING THE FY 2011 SAFER HIRING GRANT APPLICATION

A technical issue with the SAFER e-grant application will require that applicants requesting funds for the **Hiring of Firefighters Category** enter data for 4 budget years even though only 2 years of funding can be awarded for this Category. Unfortunately, the application format cannot be changed, and therefore Hiring of Firefighters applicants should follow these special instructions on how to complete the application:

- For budget years one (1) and two (2), input the requested salary and benefits for each line item;
- For budget years three (3) and four (4) insert \$1.00 for both the salary and benefits
NOTE: The system will not allow an input of \$0 value. If an applicant submits a budget request for year three (3) and year four (4), the budget will be reduced prior to the grant award.

If you need additional information or instructions, the SAFER Help Desk and Fire Program Specialists will be available throughout the application period to answer questions about the SAFER Program Guidance and the online grant application. The Help Desk can be contacted at 1-866-274-0960 or via e-mail at firegrants@dhs.gov. The Help Desk hours of operation during the application period are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are eastern daylight times.

NEW SAFER GRANT SELF-EVALUATION TOOLS PROVIDE INSIGHT INTO THE PEER REVIEW EVALUATION PROCESS

SAFER Self-Evaluation Sheets have been developed that are based on the scoring dimensions used by peer reviewers. The [SAFER Self-Evaluation Sheet for Hiring Firefighters](#) and the [SAFER Self-Evaluation Sheet for Recruitment and Retention of Volunteer Firefighters](#) will help you assess your organization's readiness to apply for a grant and help you plan your grant application.

The [SAFER Hiring Grants Application Get-Ready Guide](#) and the [SAFER Recruitment and Retention Grants Application Get-Ready Guide](#) are also available to help applicants prepare their applications.

Thank You.

Regular Board of Commissioners

1. n.

Meeting Date: 06/15/2015

CM Contracts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledgment of contract renewals by City Manager for FY 2015-2016:

- (1) Pottawatomie Independent School District No. 93 for maintenance of tennis courts.
 - (2) Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 - (3) Project H.E.A.R.T., Inc. for providing meals to elderly persons.
-

Attachments

[Contract Tennis Courts](#)

[Contract GCVT](#)

[Contract Project Heart](#)

AGREEMENT

This Agreement made and entered into this 1st day of July, 2015, by and between the City of Shawnee, Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Independent School District 93 of Pottawatomie County, State of Oklahoma, hereinafter referred to as “School”.

WITNESSETH:

WHEREAS, the City and the School have tennis courts located on City land and located on School land. The City and School are responsible for maintenance of said tennis courts, within their respective jurisdiction; and

WHEREAS, such jurisdictions and districts are in many places contiguous and in some geographical locations the jurisdiction of one extends into the area of jurisdiction and district of the other, and

WHEREAS, there are times when the school and City must call on the other to come to its assistance to help maintain a part of the tennis courts, tennis buildings and facilities, and

WHEREAS, the City and the School desire to cooperate with each other by permitting each to work on the tennis courts in the other’s jurisdiction and district to save time and money, and

WHEREAS, there are times when it is in the best interest of the public for the parties to borrow and/or lend equipment and personnel to the other party for maintenance of tennis improvements on the tennis courts, and

WHEREAS, the Interlocal Cooperation Act of the State of Oklahoma, 74 O.S. Section 1001, et seq. permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner beneficial to both contracting governmental agencies.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties hereby agree as follows:

1. The City and the School agree that each of the parties may do work on one another’s tennis courts, including maintaining the tennis courts and tennis facilities and other public improvements to save time and money and make the most efficient use of equipment and personnel.
2. The parties further agree that they may build, maintain and improve the tennis facilities upon the land of the other. Each of the parties agrees to assume

liability for its own negligence and the parties further agree that the party lending such equipment assumes liability for defective equipment.

- 3. Each of the parties assumes Worker’s Compensation Liability for its employees.
- 4. The parties agree that all lending or spending of money of the others funds will be in strict adherence of the City Charter, City Ordinance, and the state laws pertaining to school districts.
- 5. The duration of this Agreement shall be in effect for one year from July 1, 2015 to June 30, 2016. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City’s fiscal year July 1 to June 30. This agreement shall renew itself automatically on June 30 of each year unless either the School or the City wishes to terminate said agreement. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1 of the fiscal year preceding termination.
- 6. The parties further agree that this Agreement may be canceled by either party, upon giving written notice to the other party thirty (30) days in advance of the date of termination.
- 7. This Agreement shall be administered by the City Manager of the City and the Superintendent of Independent School District No. 93. If there is any dispute over any terms of this agreement, the City Manager and School Superintendent will work together to reach a mutually acceptable resolution of the dispute. Should the City Manager and the Superintendent be unable to reach an acceptable resolution, the parties’ respective governing bodies will work together to resolve the problem.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal on the date so indicated.

THE CITY OF SHAWNEE, OKLAHOMA

JUSTIN ERICKSON,
INTERIM CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

INDEPENDENT SCHOOL DISTRICT 93
POTTAWATOMIE COUNTY, OKLAHOMA

BOARD PRESIDENT

(SEAL)

ATTEST:

CLERK OF BOARD OF EDUCATION

Approved as to form and legality this ____ day of _____, 2015.

MARY ANN KARNS, CITY ATTORNEY

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2015 by and between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Gordon Cooper Technology Center District No. 5, hereinafter referred to as "GCTC".

WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC. The City shall provide labor and equipment only, and GCTC shall pay for all required materials.

TERM: The term of this agreement shall be for a period of one (1) year commencing on the 1st day of July, 2015 and ending on the 30th day of June, 2016, and this agreement may be renewed for additional successive periods of one (1) year commencing upon the expiration of the original term hereof upon the consent of both parties; provided that any such renewal shall be in accordance with then established federal, state and local laws and regulations.

ADMINISTRATION: This agreement shall be administered by the City Manager of Shawnee or his designees, and the Superintendent of GCTC or his designees. These representatives shall be responsible for administering this agreement and shall have the authority to determine the resolution of disputes. GCTC will provide the City with a schedule of the work to be performed under this agreement, which said work shall be performed subject to the availability of the City workforce and secondarily to the needs of the City. The City Manager may receive from GCTC periodic recommendations and suggestions as to the needs of GCTC. These recommendations shall be submitted by the Superintendent of GCTC or his designees. The GCTC Superintendent may receive from the City periodic recommendations and suggestions as to the needs of the City. These recommendations shall be submitted by the City Manager or his designees.

CONSIDERATION: In consideration for this agreement, GCTC agrees to provide the City with educational services and training for City employees in subject matter normally available at GCTC's Adult Training and Development Department and/or Industry Specific Department as requested from time to time by the City. GCTC shall provide instruction only, and the City shall pay for all required materials and/or supplies to complete the training.

LIABILITY: Each party shall assume and be responsible for any liability or the costs of litigation arising from the provision of its particular services.

TERMINATION: This agreement shall be subject to termination upon written notification by either party to the other party upon ten (10) days notice.

IN WITNESS WHEREOF, the parties have hereunto affixed their official signatures on the date first above written.

CITY OF SHAWNEE, Shawnee, Oklahoma

By: _____
JUSTIN ERICKSON,
INTERIM CITY MANAGER

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

GORDON COOPER TECHNOLOGY CENTER
DISTRICT NO. 5

By: _____
SUPERINTENDENT

Approved as to form and legality on this _____ day of _____, 2015

MARY ANN KARNS, CITY ATTORNEY

Lease Agreement

This Agreement is entered into this 1st day of July, 2015, by and between the City of Shawnee, Oklahoma, a municipal corporation acting by and through its City Manager, hereinafter “LESSOR”, and Project H.E.A.R.T., Inc. hereinafter referred to as “LESSEE”.

WITNESSETH:

WHEREAS, Project H.E.A.R.T., Inc. is a non-profit corporation organized to receive federal grants to carry on a program of providing meals for persons who are aged 60+; and

WHEREAS, in order to carry on the program of providing meals to persons who are aged 60+ within the City of Shawnee, it is necessary for the LESSEE to have space for operation and utility services; and

WHEREAS, it is beneficial to the public health and welfare in the City of Shawnee for the LESSOR to provide such space and utility services to the LESSEE.

THEREFORE, it is hereby agreed that the LESSOR hereby leases to the LESSEE the non-exclusive right to occupy certain designated spaces at the Shawnee Municipal Auditorium, including but not limited to the north side of said building divided by a mobile partition immediately north of the W Wood Room, for the purpose of preparing and serving meals to persons aged 60+ for the term commencing the 1st day of July, 2015 and ending the 30th day of June, 2016. LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) per month rent, due by the 10th day of each month. The LESSOR agrees to furnish, at no expense to the Lessee, electric, gas and water utility services to the LESSEE at such locations. The LESSOR'S City Manager shall have the right to inspect and approve all appliances used by the LESSEE at the sites. The LESSEE agrees that it will not waste any utility services. Waste of utility services found by the City Manager or other representative of the LESSOR shall be grounds for immediate termination of the Lease Agreement. Any changes in operations equipment or appliances shall be subject to the approval of the City Manager.

The LESSEE shall have complete autonomy over the implementation of its program. The LESSEE shall supervise and manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct LESSEE'S operation including but not limited to site manager, cook, cook aide, dish washer and custodian, as well as supervise the personnel in their duties concerning the program.

The LESSEE shall provide meals for persons aged 60+. The LESSEE agrees to provide food services to persons aged 60+ in the City of Shawnee. Such meals shall be 78 noon meals per day, five days a week, 250 days a year, excluding eleven (11) holidays and weekends at the Shawnee Municipal Auditorium. Food service may be suspended during inclement weather. Number of meals served per day is dependent upon continued funding being received by the Lessee.

Personal property owned by the LESSEE shall remain the property of the LESSEE. However, the LESSOR shall have the right to use the LESSEE'S tables and chairs when they are not in use by the LESSEE. Said tables and chairs are not to leave the premises.

LESSEE agrees that said space will be provided for LESSEE's use for six (6) hours per day every day of operation. LESSEE's staff and participants shall have access to the bathrooms located directly south of leased premises.

LESSEE shall provide its own custodial services for the leased premises.

LESSEE shall provide pest control, termite control and minor maintenance for only the leased premises.

LESSOR shall provide major repairs (defined as repairs exceeding \$250 and exterior maintenance to the City owned facilities as required, provided that LESSEE shall pay for all repairs of any equipment and appliances it owns regardless of cost and any proportionate repair costs for jointly used or shared equipment. Any issues concerning said repairs and maintenance shall be expressly conducted between LESSEE and City of Shawnee employee(s).

The LESSEE is authorized to secure the leased premises by any necessary means including locks or other forms of security. The LESSOR shall provide keys, codes or entry passwords to the LESSEE for all locks on all doors, which the LESSEE may lock and LESSEE shall provide the same to LESSOR. LESSOR retains the right to utilize a locksmith at LESSEE's expense should access be necessary and the appropriate key or combination not provided.

The LESSEE shall provide to the LESSOR the names of responsible parties for the site, and the name and telephone number of a person who may be contacted on a 24-hour basis.

The LESSOR agrees to provide to the LESSEE a schedule of activities during hours which the LESSEE is not operating its services at the site. The LESSOR shall have the exclusive right to schedule activities at the site during the hours that LESSEE is not conducting its operation with the exception of the kitchen. The kitchen includes the associated dish room and serving area. It is understood that the Kiwanis Pancake Feed shall be conducted at the Municipal Auditorium and that the kitchen therein shall be used in connection herewith. Arrangements for use of said kitchen for the pancake feed and clean-up of said kitchen after the pancake feed shall be made between LESSEE and the Kiwanis Club. The contact person for the LESSEE for these arrangements shall be the Director of Project H.E.A.R.T., Inc. On the day of the pancake feed, LESSEE shall be allowed to occupy the leased premises for the duration of the event. LESSEE's staff shall also be given the capability to secure the building by necessary means at the end of said event. It is further understood that the LESSEE owns the dish machine and ice machine and such equipment is not for public use, unless prior approval is granted by LESSEE and arrangement is made for cleaning.

This lease may be canceled by either party upon 60 days' notice in writing to the other party. Notice to the LESSEE shall be addressed to the Director, Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, Oklahoma 74802-3667. Notice to the LESSOR shall be addressed to the City Manager, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed the day and year first above written.

LESSOR: CITY OF SHAWNEE, OKLAHOMA
A municipal corporation,

Justin Erickson, City Manager

PHYLLIS LOFTIS, CMC, CITY CLERK

LESSEE: PROJECT H.E.A.R.T., INC.

Chris Harden, Executive Director

Subscribed and sworn to before me this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires _____

Approved as to form and legality this _____ day of _____, 2015.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

1. o.

Meeting Date: 06/15/2015

Mayor Contracts

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of existing contracts with changes and approved by the Commission for FY 2015-2016:

(1) Agreement to provide police officers for Shawnee High School and Middle School.

Attachments

Contract SPS Police Svc

AGREEMENT

This agreement made and entered into this 1st day of July, 2015, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of police officers in said school on a full-time/half-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2015 through the 30th day of June, 2016. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officers and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officers shall be certified police officers of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICERS: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officers shall at all times remain as police officers of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officers shall be assigned on a full-time basis to District to serve as police officers to provide increased safety and security within the buildings known as the Shawnee High School and the Shawnee Middle School. Full-time will be considered as 8 hours on site duty time. One officer shall serve the District full-time as assigned to the Shawnee High School; a second officer shall serve on a full-time basis assigned to Shawnee Middle School. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officers as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$78,152.00 to cover the salary, uniform allowance and weapons allowance of the police officers. This consideration to remain unchanged regardless of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officers in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the day and year first above written.

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

JUSTIN ERICKSON, CITY MANAGER

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

INDEPENDENT SCHOOL DISTRICT NO. 93
OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA

BOARD PRESIDENT

(SEAL)
ATTEST:

CLERK OF BOARD OF EDUCATION

Approved as to form and legality on this _____ day of _____, 2015

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

3.

Meeting Date: 06/15/2015

EOM

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by City Manager to Employee of the Month, Richard Cline, II, Water Distribution Department.

Regular Board of Commissioners

4.

Meeting Date: 06/15/2015

DC OMRF

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (DC)

Attachments

OMRF Staff Memo

OMRF McAfee Taft Memo

DC Memo

DC Ordinance

DC Ord Ex A

DC Ord Ex B



City of Shawnee

Human Resources Department

Tamera Johnson
Human Resources Director

16 West 9th Street
Shawnee, OK 74801
Office (405) 878-1626 *Fax (405) 878-1734
Email: TJohnson@Shawneeok.org

Date: _____
To: Mayor and City Commissioners
From: Tamera Johnson, HR Director

Tamera Johnson
HR Director

**RE: OMRF Defined Contribution Master Plan and Joinder Agreement
updated with IRS language and daily recordkeeping**

Terry Cook
Mgr. Safety and Risk
Management

Nature of the Request:

The OkMRF Defined Contribution Master Plan and Joinder Agreement have recently been updated and approved by the IRS. We are required to formally adopt this new plan language. In addition, OMRF has updated changes necessary to allow for a daily recordkeeping platform.

Jennifer Dawson
HR Assistant

Staff Analysis, Considerations:

Staff approves this change. We recently passed the amendment which required 2/3 majority of all OMRF cities. This has successfully passed. The daily recordkeeping will allow participants to change investment options on a daily basis and will be able to have better access to the balance of their investments. Also, when an employee leaves and elects to take their balance of their accounts, it will allow them to receive their funds much quicker.

We are HeRe for YOU!

Recommendation:

I recommend that we approve the amendments. This will allow participants to take a more active role in their retirement investments.

Budget Consideration:

None—No charges will be made directly to the City of Shawnee. If a participant requests a special service—such as overnighting a check or investment consulting services above and beyond what OMRF provides—this would be directly charged to their individual account.

MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

FROM: McAfee & Taft A Professional Corporation
(John A. Papahronis)

DATE: May 7, 2015

RE: Oklahoma Municipal Retirement Fund Master Defined Contribution Plan and Joinder Agreement—Summary of Material Changes

The following summary compares the current version of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan and Joinder Agreement with the version recently approved by the Internal Revenue Service:

A. Master Defined Contribution Plan

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
1.1	Purpose	States the purpose of the Plan.	Adds IRS required sentence that the type of plan is a “profit sharing plan.”
4.4	Voluntary Nondeductible Contributions by Participants	Administrative rules for voluntary nondeductible rules.	Removed domiciled in Oklahoma.
4.8(a)	Deferred Compensation Contributions	Administrative rules for 401(k) contributions.	Adds more specificity to administration rules for 401(k) elections.
4.8(b)	Dollar Limitation on Deferred Compensation Contributions	IRS rules for limitations on 401(k) deferrals.	Update to language in order to fully reflect regulations.
5.5	Valuation of Account	Administrative rules for valuing a participant’s account.	Updated for daily accounting system.

5.6	Allocation of Investment Earnings and Losses	Administrative rules for allocating earnings and losses.	Updated for daily accounting system.
6.5	Initial Distribution Date	Administrative rules for timing of distribution requests.	Updated for daily accounting system.
6.8	Withdrawals from Participant's Contribution Accounts	Administrative rules for timing of distribution requests.	Revised to correct for IRS notice requirements.
6.8(d)	Pick-up contribution account	None.	IRS required language that provides that pick-up cannot be withdrawn before termination of employment.
6.10(e)	Methods of Distribution	None.	Added purchase of an annuity alternative.
6.11	Designation of Beneficiary	Does not address voiding of beneficiary designation by divorce.	Provides that beneficiary designation may be voided upon divorce under state law.
6.12	Loss of Benefits for Cause	Participant can lose benefits for Cause.	Deleted per IRS request and reserved.
6.14(b)	Loans to Participants	Administrative rules for timing to establish a loan account.	Updated for daily accounting system.
6.15	Required Minimum Distributions	Required IRS provisions regarding required distributions upon termination of employment after attainment of age 70½.	Modifications of language per IRS request.
6.17	Forfeiture of Benefits	Oklahoma Statute regarding a participant's loss of retirement benefits due to certain causes.	Deleted per IRS request and reserved.
8.5	Authority of volume submitter practitioner	Describes authority of volume submitter practitioner.	Adds language to clarify that amendment to trust will not necessarily cause plan to become individually designed.
9.1(a)	Transfer to another category.	Addresses changes in employment classification of employee.	Adds sentence that employee will continue to accrue vesting service if employee participates in another retirement plan of the employer.

9.1(b)	Transfers from Plan	Rules for transfer of participant's employment to another municipality.	Conforms language to plan administration.
9.2(b)	Transfers to Plan	Provides that when person transfers to this Plan from another municipality, prior service counts.	Added language to clarify that prior service does not count if participant received distribution from prior retirement plan.
10.3	Benefit Payments	Administrative rules for benefit payment authority.	Removes specific requirement of Committee direction.
11.13	Written Notices	None.	Adds new section to describe acceptable communication methods in a daily accounting system.

B. Joinder Agreement

<u>Sec.</u>	<u>Feature</u>	<u>Old Version</u>	<u>Newly-Approved Version</u>
2.	Employee	Blank line for variations.	Multiple options for common variations.
4.	Compensation	Allows the Employer to exclude certain items from the definition of Compensation.	Adds additional possible exclusions for "Longevity Pay," and accrued vacation and sick leave paid upon termination of employment.
5.	Plan Design	Included pick-up option, thrift plan option, fixed option, variable option, 401(k) option	Added (i) Matching Contribution Option and (ii) "No Employer Contribution Option."
5.	Thrift Plan Option	Forfeitures allocated as contributions.	Forfeitures used to make employer contributions.
5.	Fixed Option and Variable Option	Forfeitures allocated as contributions.	Reference to Forfeitures deleted because addressed in Section 8.
8.	Allocation of Forfeitures	Addresses forfeiture allocations.	Specifies that forfeitures under Fixed Option or Variable Option are allocated in accordance with selected option.
10.	Vesting	Offered standard options and individualized alternative.	Added (i) 100% immediate vesting alternative, and (ii) individualized alternative, is now subject to IRS safe harbor guidelines.

12.	Direct Transfer to Other Retirement Plan	Not addressed.	Added options for (i) direct transfers to other defined contribution plan sponsored by employer not permitted, and (ii) direct transfer permitted.
13.	Valuation Date	No options specified.	Provides for the following options: (i) monthly, (ii) weekly, and (iii) daily. Will offer daily option only and when available.
	End of Joinder		Adds IRS required disclosure for Volume Submitter documents.



Oklahoma • Municipal • Retirement • Fund

Kari M Baser
Distribution & Project Manager

May 12, 2015

BOARD OF TRUSTEES

DONNA DOOLEN
ADA
DISTRICT 3

Tammy Johnson
City of Shawnee
PO Box 1448
Shawnee OK 74802-1448

ROBERT JOHNSTON
FREDERICK
AT-LARGE

RE: Shawnee DC Plan

LEROY LAGE
WATONGA
DISTRICT 8

Dear Tammy,

The OkMRF Defined Contribution Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

MARCY LAMB
STILLWATER
DISTRICT 5

In addition to the IRS required changes, we added the changes necessary to allow for a daily recordkeeping platform. For your convenience, this will allow you to adopt both the IRS and daily changes jointly.

ROBERT PARK
S. HILLSIDE
DISTRICT 2

Please find enclosed your new OkMRF Defined Contribution Master Plan and two (2) sets of the Amending Ordinance/Resolution and Joinder Agreement for the City of Shawnee DC Plan with the effective date of October 1, 2015. ***These documents must be approved by your governing board on or before August 31, 2015, in order to avoid using the emergency clause.***

JOHN SHUGART
BETLANY
DISTRICT 6

ED TINKER
GLENPOOL
DISTRICT 1

Also enclosed is a summary of the plan changes. Some of the changes are required, while others provided clarification in the plan language and allows for daily accounting and recordkeeping. We have used your current plan specifications to use in the new joinder agreement. If you or your governing board would like to make any plan changes now would be a good time to do so. If you would like more information about plan changes, please contact Chris Whatley or Kari Baser at 888-394-6673 ext. 103 and 104, respectively.

GEORGE WILKINSON
WEATHERFORD
DISTRICT 7

BERTHA ANN YOUNG
STLAFFNEE
DISTRICT 4

After your governing board has approved the new documents, please return the following to OkMRF as soon as possible:

- One (1) Ordinance/Resolution
- Two (2) Joinder Agreements

After the OkMRF Board of Trustees has signed the Joinder Agreements, one original will be returned for your files.

If you would like an electronic version of the documents, please email me at kbaser@okmrf.org. We are pleased to have you as an OkMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

enclosures

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; 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 NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; 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 RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT 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 REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

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 **October 1, 2015**, the amended and restated Plan designated "Employee Retirement System of the City of Shawnee, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. 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 3. 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 4. 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 5. 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 6. 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.

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Commission of the 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

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this ____ day of _____, 2015.

MARY ANN KARNS
CITY ATTORNEY

**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, hereby establishes a Defined Contribution Plan to be known as **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 ____ (date may not be prior to Plan Year of the date of execution).
- 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 **October 1, 2015** (date may not be prior to Plan Year of the date of execution), 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, as of , holds the position of:
- City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- Assistant City Manager Chief of Police Fire Chief
- Department Head or Department Manager
- Finance Director or Chief Financial Officer
- General Counsel or Municipal Attorney Municipal Judge
- (specify position)

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
- City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- Assistant City Manager Chief of Police Fire Chief
- Department Head or Department Manager
- Finance Director or Chief Financial Officer
- General Counsel or Municipal Attorney Municipal Judge
- (specify position)
- Any person who was hired before July 1, 2013, who makes the one-time election as of September 1, 2013, to continue participation in the City of Shawnee Defined Benefit Plan.

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 in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- 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.
- Longevity Pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other:

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 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. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Contribution.** With respect to each Participant, for each payroll period during the Plan Year the Employer will make an Employer Contribution in an amount equal to the applicable percentage of the Participant’s Compensation for the payroll period in accordance with the following table:

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

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

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

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

10 or more

9%

- Variable 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 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 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) Option.
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after _____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), 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).
- Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to ___% of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to ___% of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- No Employer Contribution Option.
- 6. Other Participant Contribution Options.**
- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 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.**
- Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- Shall be added to Employer contribution under such Option.
- Shall reduce the Employer contribution under such Option.
- 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 100% Vesting	100%	0%

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<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	0%	100%
at least 2 but less than 3	0%	100%
at least 3 but less than 4	0%	100%
at least 4 but less than 5	0%	100%
at least 5 but less than 6	0%	100%
at least 6 but less than 7	0%	100%
at least 7 but less than 8	100%	0%

Option F

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 F 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.

- Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- 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. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

- Monthly: Midnight on the last work day of the calendar month.
- Weekly: Midnight on the last work day of the calendar week.
- Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.**

14. Determination of Vesting for City Manager. Any Participant in the position of City Manager for the City of Shawnee as of November 1, 2014, shall receive 100% immediate vesting in the Plan.

15. 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 the **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)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary
(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

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

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

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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. The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants 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.

(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(c) 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 a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the 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.

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) 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.

(q) 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.

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

(s) 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.

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

(u) Forfeiture: The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(v) 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.

(w) 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.

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

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

(z) 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.

(aa) 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.

(bb) 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.

(cc) 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.

(dd) 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.

(ee) 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.

(ff) 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.

(gg) 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.

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

(ii) 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.

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

(kk) 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.

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

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

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

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

(pp) 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.

(qq) 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.

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

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

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

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

(vv) **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.

(ww) **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.

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

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

(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:** The date specified in Section 13 of the Joinder Agreement 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 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 calendar month 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, 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. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

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.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General.** Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals.** The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the

date of distribution (“gap period”) must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) 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 employee’s taxable 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.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) 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 Value of Account: The value of a Participant's Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant's Account is the fair market value of the assets in the account.

5.6 Allocation of Investment Earnings and Losses: As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

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, Pick-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 Limitation on Allocation of Employer Contributions: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) **Definitions:** For the purposes of this Section the following definitions shall be applicable:

(i) **Annual Additions:** For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

- (1) Employer contributions,
- (2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),
- (3) Forfeitures, and
- (4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and 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 Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

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.

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), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). 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 Actual 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.

For purposes of applying the limitations described in Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the employee by reason of Code Section 132(f)(4).

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.

(b) 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.

(c) Leave Cashouts and Deferred Compensation: Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(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)).

(i) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum

Permissible Amount.

(ii) **Maximum Permissible Amount:** The words “Maximum Permissible Amount” shall mean for the applicable Limitation Year, the “maximum permissible amount” (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) \$40,000, as adjusted for cost-of-living under Code Section 415(d) the “Defined Contribution Dollar Limitation,” or

(2) 100% of the Participant’s Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(e) **Determination of Excess:** If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(f) **Treatment of Excess:** 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 be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

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 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. 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.

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 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 and provided that the Participant requests a distribution, shall be as soon as practicable 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 Section 6.4 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) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). 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. 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), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(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 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, Disability, or severance from employment. 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 the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, 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). 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.

(d) **Pick-up Contribution Account:** Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

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;
- (d) periodic distributions as designated by the Participant or Beneficiary; or
- (e) purchase of an annuity.

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. Further, the written designation of the Participant's

spouse may be voided upon divorce of the Participant if required by applicable state law. 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: [Reserved]

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 or withdrawal 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) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a 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.

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

(l) 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.

(m) 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: (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) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) 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) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(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 later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant 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 (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) 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,

Q&A-2, 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, Q&A-3, 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(ii) 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, Q&A-1 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.

(f) Waiver of 2009 Required Distributions: Notwithstanding the preceding subsections of this Article, 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).

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.

6.17 Forfeiture of Benefits: [Reserved]

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 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. An employer will not be considered to have an individually designed plan merely because the employer amends administrative provisions of the trust or custodial account document (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the plan and do not cause the plan to fail to qualify under Section 401(a) of the Code. For this purpose, an amendment includes modification of the language of the trust or custodial account document and the addition of overriding language.

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. 2011-49, 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. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

(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 fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested 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, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

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. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

(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 includable in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account or annuity described in Section 408A of the Code, or (ii) 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 includable in gross income and the portion of such distribution which is not so includable.

(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, 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; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. 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. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary (effective January 1, 2007) 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 are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

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 USERRA: 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. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 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.

11.3 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.

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

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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 11.12, 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.

11.13 Written Notices: Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund.

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 24th day of April, 2015.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By George Wilkinson



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

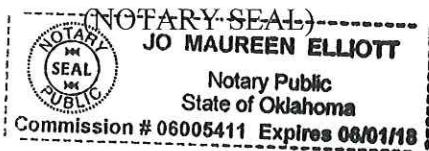
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 24 day of April, 2015, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument 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.

Jo Maureen Elliott
Notary Public

My Commission Expires: 06.01.2018

My Commission No.: 06005411



Regular Board of Commissioners

5.

Meeting Date: 06/15/2015

OMRF CMO-DH

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action of 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 by adopting a revised and restated retirement plan; providing retirement benefits for eligible employees of the City of Shawnee, Oklahoma. (CMO-DH)

Attachments

CMO-DH Memo

CMO-DH Ordinance

CMO-DH Ord Ex A

CMO-DH Ord Ex B



Oklahoma • Municipal • Retirement • Fund

Kari M Baser
Distribution & Project Manager

May 12, 2015

BOARD OF TRUSTEES

DONNA DOOLEN
ADA
DISTRICT 3

Tammy Johnson
City of Shawnee
PO Box 1448
Shawnee OK 74802-1448

ROBERT JOHNSTON
FREDERICK
AT-LARGE

RE: Shawnee CMO-DH City Mangement Plan

LEROY LAGE
WATONGA
DISTRICT 8

Dear Tammy,

The OkMRF Defined Contribution Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

MARCY LAMB
STILLWATER
DISTRICT 5

In addition to the IRS required changes, we added the changes necessary to allow for a daily recordkeeping platform. For your convenience, this will allow you to adopt both the IRS and daily changes jointly.

ROBERT PARK
SAFELISTAW
DISTRICT 2

Please find enclosed your new OkMRF Defined Contribution Master Plan and two (2) sets of the Amending Ordinance/Resolution and Joinder Agreement for the City of Shawnee CMO-DH City Mangement Plan with the effective date of October 1, 2015. ***These documents must be approved by your governing board on or before August 31, 2015, in order to avoid using the emergency clause.***

JOHN SHUGART
BETHANY
DISTRICT 6

ED TINKER
GLENPOOL
DISTRICT 1

Also enclosed is a summary of the plan changes. Some of the changes are required, while others provided clarification in the plan language and allows for daily accounting and recordkeeping. We have used your current plan specifications to use in the new joinder agreement. If you or your governing board would like to make any plan changes now would be a good time to do so. If you would like more information about plan changes, please contact Chris Whatley or Kari Baser at 888-394-6673 ext. 103 and 104, respectively.

GEORGE WILKINSON
WEATHERFORD
DISTRICT 7

BERTHA ANN YOUNG
SHAWNEE
DISTRICT 4

After your governing board has approved the new documents, please return the following to OkMRF as soon as possible:

- One (1) Ordinance/Resolution
- Two (2) Joinder Agreements

After the OkMRF Board of Trustees has signed the Joinder Agreements, one original will be returned for your files.

If you would like an electronic version of the documents, please email me at kbaser@okmrf.org. We are pleased to have you as an OkMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

enclosures

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 BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; 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 NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; 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 RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT 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 INVESTMENTS 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 REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

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 **October 1, 2015**, the amended and restated Plan designated "Employee Retirement System of the City of Shawnee, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. 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 3. 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 4. 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 5. 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 6. 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.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Commission of the 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

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this ____ day of _____, 2015.

MARY ANN KARNS
CITY ATTORNEY

**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, hereby establishes a Defined Contribution Plan to be known as **City of Shawnee City Management 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 ____ (date may not be prior to Plan Year of the date of execution).
- 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 **October 1, 2015** (date may not be prior to Plan Year of the date of execution), 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, as of , holds the position of:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)

The word “Employee” shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)
- 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 in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- 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.
- Longevity Pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan 3.75% (or 8% in the case of the Police Chief and Fire Chief) 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 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. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Option.** The Employer shall contribute to the Fund an amount equal to 5.00% of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution 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 Option.**
- The Employer may 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 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 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) Option.**
(This Option available only if elected prior to May 1, 1986)

- Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
 - Section 4.8(d) of the Plan (“Roth Elective Deferrals”) shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), 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).
 - Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
 - No Employer Contribution Option.
- 6. Other Participant Contribution Options.**
- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 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.**
- Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- Shall be added to Employer contribution under such Option.
 - Shall reduce the Employer contribution under such Option.
- 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 100% Vesting	100%	0%

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1		%
at least 1 but less than 2	%	%
at least 2 but less than 3	%	%
at least 3 but less than 4	%	%
at least 4 but less than 5	%	%
at least 5 but less than 6	%	%
at least 6 but less than 7	%	%
at least 7 but less than 8	%	%
at least 8 but less than 9	%	%
at least 9 but less than 10	%	%
10 or more	%	%

Option F

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 F 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.

- Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- 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. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

- Monthly: Midnight on the last work day of the calendar month.
- Weekly: Midnight on the last work day of the calendar week.
- Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.**

14. 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 the **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)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____
Title: _____

Attest:

Secretary
(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting

employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

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

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

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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. The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants 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.

(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(c) 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 a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the 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.

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) 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.

(q) 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.

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

(s) 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.

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

(u) Forfeiture: The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(v) 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.

(w) 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.

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

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

(z) 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.

(aa) 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.

(bb) 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.

(cc) 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.

(dd) 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.

(ee) 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.

(ff) 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.

(gg) 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.

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

(ii) 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.

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

(kk) 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.

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

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

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

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

(pp) 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.

(qq) 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.

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

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

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

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

(vv) **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.

(ww) **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.

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

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

(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:** The date specified in Section 13 of the Joinder Agreement 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 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 calendar month 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, 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. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

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.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General.** Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals.** The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the

date of distribution (“gap period”) must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) 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 employee’s taxable 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.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) 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 Value of Account: The value of a Participant's Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant's Account is the fair market value of the assets in the account.

5.6 Allocation of Investment Earnings and Losses: As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

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, Pick-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 Limitation on Allocation of Employer Contributions: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) **Definitions:** For the purposes of this Section the following definitions shall be applicable:

(i) **Annual Additions:** For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

- (1) Employer contributions,
- (2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),
- (3) Forfeitures, and
- (4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and 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 Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

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.

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), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). 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 Actual 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.

For purposes of applying the limitations described in Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the employee by reason of Code Section 132(f)(4).

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.

(b) 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.

(c) Leave Cashouts and Deferred Compensation: Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(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)).

(i) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum

Permissible Amount.

(ii) **Maximum Permissible Amount:** The words “Maximum Permissible Amount” shall mean for the applicable Limitation Year, the “maximum permissible amount” (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) \$40,000, as adjusted for cost-of-living under Code Section 415(d) the “Defined Contribution Dollar Limitation,” or

(2) 100% of the Participant’s Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(e) **Determination of Excess:** If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(f) **Treatment of Excess:** 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 be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

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 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. 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.

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 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 and provided that the Participant requests a distribution, shall be as soon as practicable 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 Section 6.4 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) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). 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. 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), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(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 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, Disability, or severance from employment. 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 the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, 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). 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.

(d) **Pick-up Contribution Account:** Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

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;
- (d) periodic distributions as designated by the Participant or Beneficiary; or
- (e) purchase of an annuity.

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. Further, the written designation of the Participant's

spouse may be voided upon divorce of the Participant if required by applicable state law. 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: [Reserved]

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 or withdrawal 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) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a 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.

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

(l) 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.

(m) 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: (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) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) 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) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(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 later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant 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 (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) 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,

Q&A-2, 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, Q&A-3, 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(ii) 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, Q&A-1 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.

(f) Waiver of 2009 Required Distributions: Notwithstanding the preceding subsections of this Article, 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).

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.

6.17 Forfeiture of Benefits: [Reserved]

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 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. An employer will not be considered to have an individually designed plan merely because the employer amends administrative provisions of the trust or custodial account document (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the plan and do not cause the plan to fail to qualify under Section 401(a) of the Code. For this purpose, an amendment includes modification of the language of the trust or custodial account document and the addition of overriding language.

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. 2011-49, 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. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

(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 fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested 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, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

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. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

(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 includable in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account or annuity described in Section 408A of the Code, or (ii) 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 includable in gross income and the portion of such distribution which is not so includable.

(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, 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; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. 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. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary (effective January 1, 2007) 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 are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

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 USERRA: 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. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 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.

11.3 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.

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

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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 11.12, 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.

11.13 Written Notices: Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund.

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 24th day of April, 2015.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By George Wilkinson



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

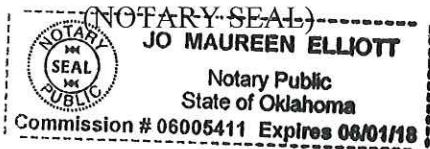
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 24 day of April, 2015, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument 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.

Jo Maureen Elliott
Notary Public

My Commission Expires: 06.01.2018

My Commission No.: 06005411



Regular Board of Commissioners

6.

Meeting Date: 06/15/2015

OMRF CMO-DH-SI

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action of an ordinance amending the employee retirement system, Defined Contribution plan for the position of Department Head or City Manager-Special Incentive Plan for the City of Shawnee, Oklahoma by adopting a revised and restated retirement plan. (CMO-DH-SI)

Attachments

CMO-DH-SI Memo

CMO-DH-SI Ordinance

CMO-DH-SI Ord Ex A

CMO-DH-SI Ex B



Oklahoma • Municipal • Retirement • Fund

Kari M Baser
Distribution & Project Manager

May 12, 2015

BOARD OF TRUSTEES

DONNA DOOLEN
ADA
DISTRICT 3

Tammy Johnson
City of Shawnee
PO Box 1448
Shawnee OK 74802-1448

ROBERT JOHNSTON
FREDERICK
AT-LARGE

RE: Shawnee Special Incentive CMO Plan

LEROY LAGE
WATONGA
DISTRICT 8

Dear Tammy,

The OkMRF Defined Contribution Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service (IRS). The IRS requires our members to formally adopt this new plan language as well.

MARCY LAMB
STILLWATER
DISTRICT 5

In addition to the IRS required changes, we added the changes necessary to allow for a daily recordkeeping platform. For your convenience, this will allow you to adopt both the IRS and daily changes jointly.

ROBERT PARK
SHALLISAW
DISTRICT 2

Please find enclosed your new OkMRF Defined Contribution Master Plan and two (2) sets of the Amending Ordinance/Resolution and Joinder Agreement for the City of Shawnee CMO-SI Special Incentive CMO Plan with the effective date of October 1, 2015. ***These documents must be approved by your governing board on or before August 31, 2015, in order to avoid using the emergency clause.***

JOHN SHUGART
BETHANY
DISTRICT 6

ED TINKER
GLENPOOL
DISTRICT 1

Also enclosed is a summary of the plan changes. Some of the changes are required, while others provided clarification in the plan language and allows for daily accounting and recordkeeping. We have used your current plan specifications to use in the new joinder agreement. If you or your governing board would like to make any plan changes now would be a good time to do so. If you would like more information about plan changes, please contact Chris Whatley or Kari Baser at 888-394-6673 ext. 103 and 104, respectively.

GEORGE WILKINSON
WEATHERFORD
DISTRICT 7

BERTHA ANN YOUNG
SHAWNEE
DISTRICT 4

After your governing board has approved the new documents, please return the following to OkMRF as soon as possible:

- One (1) Ordinance/Resolution
- Two (2) Joinder Agreements

After the OkMRF Board of Trustees has signed the Joinder Agreements, one original will be returned for your files.

If you would like an electronic version of the documents, please email me at kbaser@okmrf.org. We are pleased to have you as an OkMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

enclosures

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 BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; 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 NON-ALIENATION OF BENEFITS; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; 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 RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT 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 INVESTMENTS 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 REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

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 **October 1, 2015**, the amended and restated Plan designated "Employee Retirement System of the City of Shawnee, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. 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 3. 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 4. 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 5. 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 6. 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.

*****END*****

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Commission of the 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

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC
CITY CLERK

Approved as to form and legality this ____ day of _____, 2015.

MARY ANN KARNIS
CITY ATTORNEY

**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, hereby establishes a Defined Contribution Plan to be known as **City of Shawnee Special Incentive CMO 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 ____ (date may not be prior to Plan Year of the date of execution).
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 2013. The effective date of this Joinder Agreement is **October 1, 2015** (date may not be prior to Plan Year of the date of execution), 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, as of , holds the position of:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)

The word “Employee” shall not include:

- Any person who is currently accruing benefits under any other state retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
 - City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - Assistant City Manager Chief of Police Fire Chief
 - Department Head or Department Manager
 - Finance Director or Chief Financial Officer
 - General Counsel or Municipal Attorney Municipal Judge
 - (specify position)
- 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 in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- 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.
- Longevity Pay.
- Severance pay.
- Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- Other:

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 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. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Contribution.** With respect to each Participant, the Employer will make a \$5,000 Employer contribution for each of the five Plan Years during the period beginning July 1, 2013, and ending July 30, 2018, provided that a Participant will be entitled to an Employer Contribution for a Plan Year only if he or she was employed by the Employer on the last day of the applicable Plan Year in the same or higher position as he or she had on the Effective Date. Such Employer contributions for each Plan Year shall be made on or after the last day of the applicable Plan Year.

- Variable Option.**

The Employer may 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 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 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) Option.
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- Section 4.8(d) of the Plan (“Roth Elective Deferrals”) shall apply to contributions after _____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), 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).
- Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to ___% of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to ___% of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- No Employer Contribution Option.

6. Other Participant Contribution Options.

- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 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.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

- Shall be added to Employer contribution under such Option.
- Shall reduce the Employer contribution under such Option.

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 100% Vesting	100%	0%

Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<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	0%	100%
at least 2 but less than 3	0%	100%
at least 3 but less than 4	0%	100%
at least 4 but 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. 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.

Option F

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 F 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.

Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

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. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

Monthly: Midnight on the last work day of the calendar month.

Weekly: Midnight on the last work day of the calendar week.

Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.

14. Determination of Vesting for City Manager. Any Participant in the position of City Manager for the City of Shawnee as of November 1, 2014, shall receive 100% immediate vesting in the Plan.

15. 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 the **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)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Attest:

Title: _____

Secretary
(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

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

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

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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. The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants 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.

(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(c) 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 a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the 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.

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) 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.

(q) 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.

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

(s) 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.

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

(u) Forfeiture: The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

(v) 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.

(w) 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.

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

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

(z) 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.

(aa) 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.

(bb) 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.

(cc) 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.

(dd) 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.

(ee) 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.

(ff) 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.

(gg) 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.

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

(ii) 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.

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

(kk) 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.

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

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

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

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

(pp) 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.

(qq) 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.

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

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

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

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

(vv) **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.

(ww) **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.

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

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

(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:** The date specified in Section 13 of the Joinder Agreement 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 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 calendar month 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, 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. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

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.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General.** Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals.** The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the

date of distribution (“gap period”) must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) 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 employee’s taxable 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.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) 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 Value of Account: The value of a Participant's Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant's Account is the fair market value of the assets in the account.

5.6 Allocation of Investment Earnings and Losses: As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

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, Pick-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 Limitation on Allocation of Employer Contributions: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) **Definitions:** For the purposes of this Section the following definitions shall be applicable:

(i) **Annual Additions:** For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

- (1) Employer contributions,
- (2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),
- (3) Forfeitures, and
- (4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and 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 Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

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.

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), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). 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 Actual 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.

For purposes of applying the limitations described in Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the employee by reason of Code Section 132(f)(4).

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.

(b) 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.

(c) Leave Cashouts and Deferred Compensation: Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(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)).

(i) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum

Permissible Amount.

(ii) **Maximum Permissible Amount:** The words “Maximum Permissible Amount” shall mean for the applicable Limitation Year, the “maximum permissible amount” (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) \$40,000, as adjusted for cost-of-living under Code Section 415(d) the “Defined Contribution Dollar Limitation,” or

(2) 100% of the Participant’s Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(e) **Determination of Excess:** If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(f) **Treatment of Excess:** 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 be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

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 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. 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.

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 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 and provided that the Participant requests a distribution, shall be as soon as practicable 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 Section 6.4 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) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). 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. 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), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(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 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, Disability, or severance from employment. 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 the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, 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). 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.

(d) **Pick-up Contribution Account:** Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

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;
- (d) periodic distributions as designated by the Participant or Beneficiary; or
- (e) purchase of an annuity.

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. Further, the written designation of the Participant's

spouse may be voided upon divorce of the Participant if required by applicable state law. 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: [Reserved]

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 or withdrawal 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) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a 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.

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

(l) 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.

(m) 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: (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) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) 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) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(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 later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant 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 (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) 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,

Q&A-2, 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, Q&A-3, 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(ii) 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, Q&A-1 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.

(f) Waiver of 2009 Required Distributions: Notwithstanding the preceding subsections of this Article, 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).

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.

6.17 Forfeiture of Benefits: [Reserved]

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 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. An employer will not be considered to have an individually designed plan merely because the employer amends administrative provisions of the trust or custodial account document (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the plan and do not cause the plan to fail to qualify under Section 401(a) of the Code. For this purpose, an amendment includes modification of the language of the trust or custodial account document and the addition of overriding language.

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. 2011-49, 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. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

(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 fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested 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, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

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. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

(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 includable in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account or annuity described in Section 408A of the Code, or (ii) 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 includable in gross income and the portion of such distribution which is not so includable.

(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, 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; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. 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. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary (effective January 1, 2007) 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 are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

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 USERRA: 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. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 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.

11.3 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.

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

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

11.10 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.

11.11 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.

11.12 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 11.12, 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.

11.13 Written Notices: Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund.

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 24th day of April, 2015.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By George Wilkinson



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

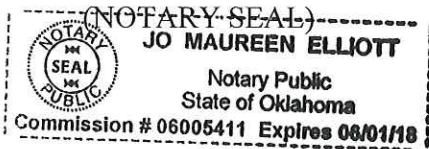
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 24 day of April, 2015, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument 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.

Jo Maureen Elliott
Notary Public

My Commission Expires: 06.01.2018

My Commission No.: 06005411



Regular Board of Commissioners

7.

Meeting Date: 06/15/2015

UFPI Agreement

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on an economic development incentive agreement with Universal Forest Products, Inc.

Attachments

UFPI Agreement

Mayor
WES MAINORD



The City of Shawnee
Office of the City Manager

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(405) 878-1601 Fax (405) 214-4249

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Commissioners

VACANT SEAT
LINDA AGEE
JAMES HARROD
KEITH HALL
LESA SHAW
MICHEAL DYKSTRA

Date: June 15, 2015
To: Mayor and City Commissioners
From: Justin Erickson, City Manager

RE: ECONOMIC DEVELOPMENT INCENTIVE REQUEST – UFPI

Attached for your consideration is an *Agreement for Economic Development Incentive* between the City and Universal Forest Products, Inc. (UFPI). In accordance with the request submitted by the Shawnee Economic Development Foundation dated March 10, 2015 (attached), UFPI is requesting a two-year City credit to be applied towards utility costs (water/sewer), with a maximum award of \$20,000. Pottawatomie County is considering a \$25,000 incentive that is contingent on the City's participation.

UFPI proposes to construct a wood products manufacturing plant in Shawnee and make an initial investment of at least \$3 million. In addition, at the end of the fifth year of operation, they expect to employ a minimum of 60 individuals. They may also generate some sales tax revenue for the City.

UFPI was founded in 1955 and is headquartered in Grand Rapids, Michigan. They have approximately 80 facilities located throughout the United States.

RECOMMENDATION:

Staff recommends that the City Commission grant the requested economic incentive and authorize the Mayor to sign the Agreement. The Agreement includes a contingency clause that requires participation by Pottawatomie County at an equal or higher level to that of the City.

Attachments:

- Agreement for Economic Development Incentive
- Letter dated March 10, 2015 from Tim Burg, Director, Shawnee Economic Development Foundation
- Pottawatomie County Economic Development Oversight Committee

AGREEMENT FOR ECONOMIC DEVELOPMENT INCENTIVE

WHEREAS, Universal Forest Products, Inc. (hereinafter "UFPI) desires to build a 40,000 square foot facility located at the 8600 – 8900 Block of N. Harrison, Shawnee, OK for its wood products manufacturing plant, at an approximate total investment in excess of \$3,000,000; and

WHEREAS, UFPI intends to hire twenty employees during its first year of operation, with ten additional employees being hired each year until the end of the fifth year, for a total of sixty employees; and

WHEREAS, UFPI will pay city required fees and costs, including building permit, zoning, engineering, and utility requirements, water and sewer tap fees, and meter costs, with all standard City development standard to apply; and

WHEREAS, UFPI will complete and install water and any other utility meters as required by City standards; and

WHEREAS, the annual water usage is estimated to be 500,000 gallons; and

WHEREAS, UFPI will employ substantial water recycling measures and utilize a closed-loop system to prevent industrial wastewater discharge into the City's sanitary sewer system; and

WHEREAS, UFPI has justified its need for certain incentives to construct its facility; and

WHEREAS, the Mayor and City Commission of the City of Shawnee desire to provide incentives for economic development for these benefits to the City it finds the following Agreement should be approved:

Obligations of the Parties

1. City will open an account for UFPI and read the meter in accordance with standard protocol. Each month, UFPI will receive a statement from the City showing its water and sewer usage.
2. City will waive water and sewer use charges for a period of two years from the Date of Completion or up to \$20,000, whichever sooner occurs.
3. "Date of Completion" shall mean issuance of the Certificate of Occupancy.
4. Charges incurred after the installation of utilities but prior to the date of completion shall be included in the dollar maximum but that period will not be included in the two-year deadline.
5. UFPI will complete and install the appropriate water and other utility meters per City standards. If a temporary construction meter is needed during construction, applicable fees and water charges shall apply and such expensed shall be paid by UFPI.

Contingency:

This agreement to waive water usage charges by the City is contingent upon Pottawatomie County providing an incentive of equal or greater value.

Breach

Failure by UFPI to adhere to its representations for job creations, to obtain appropriate permits; to make installations as required by City development standard or any other material agreement herein shall constitute a breach of the Agreement. If City determines a breach occurs, it shall give notice to UFPI setting for the specific elements of breach. UFPI shall then have thirty days (unless extended by City) to cure the breach. If it does not do so, the agreement to waive any further water and utility charges shall end.

Jurisdiction and Venue

Should either party bring suit against the other, the laws of the State of Oklahoma, without regard to conflict of law provisions, will apply. The action will be filed in Oklahoma District Court and the venue will be Pottawatomie County.

APPROVED by the Board of City Commissioners of Shawnee, Oklahoma this _____ day of _____ 2015.

BOARD OF CITY COMMISSIONERS OF SHAWNEE, OKLAHOMA

Wes Mainord, Mayor

ATTEST:

Phyllis Loftis, CMC, City Clerk

APPROVED by the Owner/President of Universal Forest Products, Inc. this _____ day of _____ 2015.

Owner/President

APPROVED as to form and legality this _____ day of _____ 2015.

Mary Ann Karns, Legal Counsel for City of Shawnee



March 10, 2015

Mr. Justin Erickson, Interim City Manager
City of Shawnee
#16, West 9th Street
Shawnee OK, 74801

Subject: Universal Forest Products Inc.

Mr. Erickson,

The Shawnee Economic Development Foundation is requesting that that the City of Shawnee consider offering some form of an incentive to Universal Forest Products Inc. (UFPI), based upon the significant investment they would be making in the City limits of Shawnee and their desire to create new jobs in this community.

After an extensive site search, which began in October of 2013, we believe the company has settled on a parcel of land located north of I-40, within close proximity to many of the major manufacturers in the area.

At the date of this letter we know they have signed a letter of intent with the property owners and are currently reviewing the costs of rezoning the land, plus gathering cost estimates for engineering, design and construction of a 40,000 square foot facility, which would house Phase One of their proposed manufacturing facility.

The estimated value of the land, manufacturing facility and equipment is estimated to be in excess of \$3 million dollars. For your review and analysis, we have included a one-page impact analysis of the project and would be happy to answer any follow up questions that you might have regarding that data.

As you are aware, UFPI has looked at numerous locations in and around Shawnee, along with locations in Harrah, Choctaw, Stroud and other sites. Several of those sites were offering incentives to the company in the form of free land and utility extensions.

UFPI has requested that the City waive building permits and any property taxes, however we have informed them that those are areas that are not possible. At one time when they were looking at an available building in Shawnee, it was suggested by the City Manager Brian McDougal, that the City might consider offering them a water credit to offset any permits, utility tie in fees and other site development costs they may encounter.

UFPI is aware that Shawnee typically does not offer any incentives to new businesses, but at their request, we have agreed to ask. As a point of information, we have submitted a request to financially incentivize the project to the Pottawatomie County Commissioner's as well.


The attached impact analysis clearly shows the impact of the new jobs that will be created by the company, along with other revenue streams, which their facility will provide to the City. Without question, this manufacturing business will create employment opportunities, which we feel are always welcomed in Shawnee.

While not comparable to proposing free land or utility extensions as other communities have offered, we would like the City of Shawnee to consider offering a water credit to UPFI for a two-year period, not to exceed or up to a total of \$20,000.00.

We believe this City incentive coupled with what the County could offer, would provide additional motivation to the company to possibly consider completing Phase One and Phase Two at the same time.

Again, if there are any questions we can answer for you, please let us know and we will be happy to respond accordingly.

Respectfully,



Tim Burg, CECd
Shawnee Economic Development Foundation
tburg@sedf.biz
405-808-4887—cell

UFPI Investment Impact Analysis—Phase One
City

Economic Impact of Construction: *(One time temporary impact)* **\$3,000,000**

Includes purchase of the property, engineering and design of the facility, construction of the manufacturing facility, along with warehousing, distribution, office areas and the equipment needed in the facility operations. This an approximate estimate for Phase One of the project.

New Job Creation over a five-year period:

<i>Year one:</i>	20 employees, with an average wage of \$35,000 per year	= \$ 700,000
<i>Year two:</i>	30 employees, with an average wage of \$35,000 per year	= \$1,050,000
<i>Year three:</i>	40 employees, with an average wage of \$35,000 per year	= \$1,400,000
<i>Year four:</i>	50 employees, with an average wage of \$35,000 per year	= \$1,750,000
<i>Year five:</i>	60 employees, with an average wage of \$35,000 per year	= \$2,100,000

Total wages over a five-year period: **\$7,000,000**

(Using the approximate annual payroll of employees at the manufacturing facility)
(These 60 new jobs should support an additional 20 jobs in the community)

Approximate amount of sales taxes collected over a five-year period, from retail sales of the employees at the manufacturing facility: **\$ 300,000**

(\$2 million in anticipated retail sales per year x 3%)

Approximate amount of increased Ad Valorem Taxes collected by the County, over a five-year period: **\$ 112,500**

(current amount of sales taxes collected on that parcel of land is \$176.00 per year)

Over a five-year period, the new jobs created by the company, along with 20 additional support jobs created due to the company locating in the community, will also supply the approximate amount of **Direct and Indirect revenues:**

Real Property Taxes: **\$73,820.00**

(Based upon 52% of the employees living in Pott. County)

Household Expenditures: *(sales tax collections @ 3%)* **\$46,135.50**

(Of those new and supporting employees.)

(Property taxes provide a better QOL to the residents of Shawnee due to the revenues being shared with the Health Department, Library and Gordon Cooper Technology Center, plus the ongoing operations at the County Courthouse.)

Pottawatomie Economic Development Oversight Committee
Special Meeting Wednesday, March 25, 2015 9:00 a.m.
14101 Acme Road, Shawnee Oklahoma 74804

Minutes

Members Present:

Don Britton
Carolyn Bassett

Members Absent:

Terry Rush
Clayton Eads

Visitors Present:

Tim Burg

1. Call To Order 9:14 / Roll Call
2. Old Business : None
3. Consideration and Action regarding additional information on Andrew's Honey. After discussion Tim Burg suggested that he and Randi compose letter thanking Mr. Andrews for his interest but let him know the board had rejected his request.
4. Consideration and Action regarding request for Economic Development Funding for Universal Forest Products, Inc. Discussion. Basic information about the company was presented to the board by Tim Burg as follows: Location is 30 acres on the west side of Highway 18 across from the Eaton plant. Shawnee's incentive offer was a water credit for the first 2 years equating approximately \$20,000.00. The city of Shawnee gets 3% of the tax return where the county gets 1% which according to preliminary estimates would be about \$300,000.00 for the city and \$100,000.00 for the county during the first five years of operation. The city staff sees this as a favorable enterprise.

Carolyn Bassett made motion to approve the \$25,000.00 request with contingency that the city approves the job as well, with the payment being made after the construction phase begins. Terry Rush seconded the motion and it approved unanimously.

5. New Business: Tim Burg stated that some businesses that the board had provided money to in the past had brought no return to the county. He said that there are many, many people looking for “shell” type buildings to house their businesses. SEDF is marketing for the county economic development board all the time and has property that would work for this type of facility. If they built a building like that it would basically have a revenue return immediately.

Other business: The mausoleum in Fairview Cemetery is in terrible repair and Terry Rush inquired if any of the board knew of ideas for it.

6. Adjournment:

Clayton Eads motioned to adjourn and Carolyn Bassett seconded. Vote approved unanimously.

Regular Board of Commissioners

8.

Meeting Date: 06/15/2015

Pawnbroker Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to approve an ordinance repealing and amending Article 8 of the Shawnee Municipal Code regarding Pawnbroker dealings.

Attachments

Pawnbroker Memo

Pawnbroker Ord



Shawnee Police Department

Chief Russell Frantz

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: rfrantz@shawneeok.org



FROM : Russell Frantz
Chief of Police

TO : Justin Erickson, City Manager

CC : Mayor and Commissioners

SUBJECT : Ordinance change to Pawn Shop / Second hand dealers

DATE : 11 June 2015

The police department is asking a change to the pawn shop / second hand dealers ordinances to make it harder for people to pawn stolen items. The revised ordinance will require photos of items and identification thus making it easier to catch persons trying to use pawn shops for illegal gains.

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND AMENDING ARTICLE 8 OF THE SHAWNEE MUNICIPAL CODE “PAWNBROKER” DEALING WITH BONDS; PROVIDING FOR A REGISTER; SETTING HOURS OF OPERATION; REQUIRING REPORTING; SETTING OUT REQUIREMENTS FOR ACCEPTANCE OF VARIOUS COMMUNICATIONS DEVICES; SETTING A PENALTY; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION AND DECLARING AN EMERGENCY.

WHEREAS, the regulation of the business of Secondhand Dealer/Pawnbroker is necessary to prevent the resale of stolen property; and

WHEREAS, the existing provisions of the Shawnee Municipal Code do not provide sufficient provisions to address the needs of law enforcement and the public; and

WHEREAS, the Mayor and City Commissioners find that it is necessary for the public health, safety and welfare of the citizens of the City of Shawnee that changes be enacted:

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT SECTION 8-328 AND SECTION 8-333 BE AMENDED TO READ AS FOLLOWS:

SECTION ONE: Defined Secondhand Dealer/Pawnbroker

Any person doing business in the City, who purchases and/or sells goods of any kind or description, having once been used or transferred from the manufacturer to the dealer and then received into the possession of third parties whether the same consists of cloths, carpets, clothing, rags, iron or other metals, furniture or articles of household utensils, articles of personal use, electronics, computers, cellular phones, electronic communication devices, apparel, or of jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins shall be a Secondhand Dealer/Pawnbroker.

SECTION TWO: Code of the City of Shawnee, pertaining to license applications; License (Bond) - Application.

Sec. 8-328. - Bond; liability for damages.

(a) Every person engaging in or carrying on the business of Secondhand Dealer/Pawnbroker shall first enter into a bond with the city, with approved sureties, in the penal sum of \$1,000.00, conditioned that such person will:

- (1) Strictly and faithfully observe all city ordinances, regulations and requirements in relation to pawnbrokers or to such person's business;
- (2) Pay all costs, fines and penalties incurred on account of his failure or neglect in that behalf; and
- (3) Pay all damages resulting to any person because of his wrongfully taking purchasing or receiving in pledge or on deposit any stolen property or the property of any minor.

(b) The bond shall be filed with the city clerk and may be sued upon by any person damaged as provided in this section, in the name of the city, for the use of such person, but in no event shall the city be liable for the costs of such suit.

Before any license (bond) with the city shall be issued, it shall be determined by the city That in their opinion the applicant has a good moral character and shall not have been convicted within the ten years preceding the date of application for license or for renewal of license or be on parole or a fugitive from justice for any federal, state or municipal offense involving:

1. Drugs or narcotics;
2. Robbery;

3. Burglary;
4. Auto theft;
5. Stealing;
6. Receiving stolen property;
7. Embezzlement;
8. Extortion;
9. Forgery;
10. Gambling;
11. Bribery;
12. Perjury;
13. Any weapons offense; or
14. Any crime of violence.

That the applicant has agreed not to purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, digital recorder, cash register, DVD player, movie player, game system console or device, GPS device, still or moving picture projector or offset projector, dictating machine, record player, cellular phone, electronic communication device, laptop or desktop computer, handheld computerized device, music player device, electric buffer, electric polisher, electric floor waxer, computer equipment and accessories, scanner, printer, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

That the applicant has a camera that will take a clear photograph of the seller and has agreed to use such camera to photograph every person, except as herein provided, in connection with all purchases and/or trade-in allowance of all articles by him, and to make such photographs available to any law enforcement officer upon request.

SECTION THREE:

Every Secondhand Dealer/Pawnbroker shall keep, at his place of business, a register in which he shall enter, in writing, the following:

- (a) A minute description of all property taken, purchased or received by him/her, including any number that may be in or upon any article;
- (b) The time;
- (c) The name and place of residence, giving street number if within the city, of the person leaving such property;
- (d) The amount loaned;
- (e) The interest charged; and
- (f) The time when the loan falls due.

The register shall be kept clean and legible. Such entries shall be made within one hour after the receipt or purchase of such property.

Manner of Keeping Register; Tickets Given to Customers.

(a) Every entry shall be made in the register required to be kept under this article in ink, and the entry shall not in any manner be obliterated or erased. The pawnbroker shall give a plainly written or printed ticket to the person negotiating or leaving such property, having upon it a full and perfect copy of all the relevant entries required to be kept in such register, for which copy no charge shall be made.

(b) It shall be the duty of every secondhand dealer/pawnbroker to make out and deliver to the chief of police, every week, before the hour of 12:00 noon on each Monday, a legible and correct copy from such register of all personal property or other valuable things received or deposited or purchased and a description of the person by whom left in pledge or from whom the property was purchased. The manner in which the secondhand dealer/pawnbroker reports will be dictated by the chief of police.

(c) No person shall be required to furnish such description of any property purchased from a manufacturer or wholesale dealer having an established place of business or of any goods purchased at open sale or from any bankrupt stock or from any other person having an established place of business. Such goods shall be accompanied by a bill of sale or other written evidence of open and legitimate purchase and shall be shown to any officer when demanded.

Inspection of Register - The register required to be kept under this article shall at all times be open to inspection by the city police and the county sheriff or the deputy of either, by the city attorney or the county attorney and by any person authorized, in writing, for that purpose by any of such officers, which authority shall be exhibited to the secondhand dealer/pawnbroker. Such secondhand dealer/pawnbroker shall, upon request, exhibit to such person or officer, for inspection, any articles purchased, taken or received by him, unless the time of the pledge has expired and the goods have been sold and delivered to the purchaser.

SECTION FOUR: Hours of Business

No Secondhand Dealer/Pawnbroker shall purchase, receive or take on deposit or from any person any article of property between the hours of 9:00 p.m. and 6:00 a.m.

State law reference— Sunday to be observed, 21 O.S. § 907 et seq.

SECTION FIVE: Sec. 8-333. - Receiving Feloniously Obtained Property.

(a) Any conditions or circumstances, sufficient to put any ordinary prudent person upon his guard, shall be sufficient notice to any person to whom property is offered for gift, sale or pledge to prohibit him from accepting the property. Any knowledge, notice or information as to the improper character of the person offering the property shall prevent such sale, gift or pledge from being made.

(b) Every person who, without making reasonable inquiry, buys, receives, conceals, withholds or aids in concealing or withholding any property that has been stolen, embezzled, obtained by false pretense or robbery or otherwise feloniously obtained, under such circumstances as should cause such person to make reasonable inquiry to ascertain that the person from whom such property was bought or received had the legal right to sell or deliver it, shall be presumed to have bought or received such property knowing it to have been so stolen or wrongfully obtained. This presumption may, however, be rebutted by proof.

(c) The failure to exercise the precautions prescribed in this section and the accepting of a gift, sale or pledge of property prohibited in this article or that is stolen or is in the possession of one not entitled thereto or that is disposed of by one not entitled to make such dispossession or competent to sell, pledge or give the property away shall be prohibited.

State law reference— Refusing to exhibit stolen goods, 21 O.S. § 1092; receiving stolen property, 21 O.S. § 1713

SECTION SIX: Photograph, Transaction Forms and Holding Periods:

No secondhand dealer/pawnbroker shall accept any article or property as full or part payment, or purchase any article or property unless he shall make a photograph of the person from whom such article is being received and attach such photograph to a transaction form which shall be completed at the time of the transaction. For jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion or coins, a photograph of the item shall be taken and the information in the transaction form, shall be entered into the Law Enforcement Agency Data System (“LEADS ON LINE”) or any successor database approved by the Shawnee Police Department. The transaction form shall include, but not be limited to the following:

1. The date, time and place of the transaction.
2. The correct legal name, date of birth and place of residence, including City and State of the seller.

3. A copy of the seller's driver's license, or if not available, a copy of the seller's military identification, passport or other approved State identification number or State identification card.
4. The amount paid for the property.
5. A photograph, taken by the secondhand dealer, of the transaction depicting a discernable likeness of the seller.
6. The home, business and cellular telephone number of seller.
7. The name of the employee handling the purchase
8. The right thumbprint of the seller and, if the right thumbprint cannot be obtained, the left thumbprint shall be obtained and an explanation shall be provided as to why the right thumbprint was not available.
9. Any other information requested by Shawnee law enforcement authorities.

The requirement that the seller be photographed and thumb-printed shall not apply to any purchase or trade-in transaction which occurs at an auction or in the private house or office of the person selling said items but all other requirements as aforesaid shall remain in effect.

The photograph and transaction form shall be maintained by the secondhand dealer/pawnbroker for a period of one year from the date of the transaction. No secondhand dealer/pawnbroker shall refuse to deliver such photograph or transaction form to any law enforcement officer within one year following the date of the transaction. Every secondhand dealer/pawnbroker shall display a notice to his customers in a prominent place to the effect that he is required to photograph and fingerprint every person selling or offering as full or part payment an item to him/her, by city ordinance.

At least sixty days (60) prior to the destruction of a photograph or transaction form, the licensee shall notify, in writing, the police department of his intent to destroy such documents. The police department, at its option, shall request the licensee to turn over all said documents to the police department, and the licensee, upon said request, shall turn over all documents to the police department.

It shall be unlawful for any secondhand dealer/pawnbroker who purchases and/or sells jewelry of any kind or description, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins to sell, trade, melt down or in any way dispose of, alter, or destroy until forty-eight (48) hours after the date of its purchase. Upon written notice that the Shawnee Police Department have cause to believe an item has been stolen, the secondhand dealer shall retain the jewelry, or items made in whole or part of gold, silver or precious metals or gemstones including bullion, or coins for any additional ten (10) days.

SECTION SEVEN: Purchase of Certain Articles:

No secondhand dealer/ pawnbroker shall purchase any camera, radio, television set, lawn mower, typewriter, addition machine, calculating machine, copying machine, duplicating machine, tape recorder, tape player, digital recorder, cash register, DVD player, movie player, game system console or device, GPS device, still or moving picture projector or offset projector, dictating machine, record player, cellular phone, electronic communication device, laptop or desktop computer, handheld computerized device, music player device, electric buffer, electric polisher, electric floor waxer, computer equipment, scanner, printer, fax or any item that is manufactured with a serial number or other identifying insignia, unless the item shall have plainly visible thereon the manufacturer's serial number or other identifying insignia.

SECTION EIGHT: Purchase of Cellular Phones and Other Electronic Communication Devices:

When purchasing cellular phones or other electronic communication devices, the secondhand dealer/pawnbroker shall obtain the following information from the seller of the phone or device and shall, at the time of the purchase, enter the information into the Law Enforcement Agency Data System (“LEADS ON LINE”) or any successor database approved by the Shawnee Police Department:

1. A complete and accurate description of the cellular phone or electronic communication device taken, purchased or received by such merchant including serial number, if any.
2. The date, time and place of the purchase.
3. The correct legal name, date of birth and place of residence, including City and State, of the seller.
4. A copy of the seller’s driver’s license, or if not available, a copy of the seller’s military identification, passport or other approved State identification number or State identification card.
5. The amount paid for the property.
6. A photograph, taken by the secondhand dealer/pawnbroker, of the transaction depicting a discernable likeness of the seller.
7. The home, business and cellular telephone number of seller.
8. The name of the employee handling the purchase.
9. The right thumbprint of the seller and, if the right thumbprint cannot be obtained, the left thumbprint shall be obtained and an explanation shall be provided as to why the right thumbprint was not available.
10. Any other information requested on the form

No purchases shall be made from persons not of legal age. When a police officer has reasonable cause to believe that the cellular phone or electronic communication device received by a secondhand dealer is stolen, the police officer may place a hold notice upon the suspected stolen property. The identified cellular phone or electronic communication device, which has a hold notice, shall be held by the secondhand dealer/pawnbroker’s place of business for sixty calendar days, unless released sooner, by authority of the policy chief or his designee. After sixty calendar days have passed, unless the police chief or his designee authorizes other disposition, the hold is automatically released and the secondhand dealer may dispose of the cellular phone or electronic communication device.

SECTION NINE: Cooperating with Law Enforcement:

Every secondhand dealer/pawnbroker and every person employed by such dealer in the conduct of their business shall allow any law enforcement officer or other official designated by the Chief of Police of the City of Shawnee to examine every part of the business premises at any time and shall allow the designee to examine, photograph, or copy any goods, articles, things, books or other records on the premises to determine compliance with this ordinance and to search for and to place a hold upon any item that may be stolen property.

SECTION TEN: Notwithstanding anything in this ordinance to the contrary, a secondhand dealer/pawnbroker shall not include a mobile service company regulated by FCC (Federal Communications Commission) that purchases cellular phones or electronic communications devices in return for a non-cash account credit if:

Current customer:

- (a) The current customer has a preexisting business relationship and account with the mobile service company that is providing the non-cash credit to the customer; and

1. The mobile service company has already obtained and retained information necessary to obtain credit information unique to the current customer; and
2. The mobile service company participates in a service to allow customers to block all use of a stolen cellular phone or electronic communication device, reports stolen cellular phones and electronic communication devices to an industry-wide mobile service database that tracks stolen cellular phones and electronic communication devices, and does not accept stolen cellular phones or electronic communication devices which have been reported as stolen in the industry wide mobile service database; and
3. On the day of the transaction to accept the used cellular phone or the electronic communication device, the mobile service company enters information into the Law Enforcement Agency Data System (“LEADS ON LINE”), or any successor database approved by the Shawnee Police Department, the serial number, Electronic Serial Number (ESN), International Mobile Equipment Identifier Number (IMEI), Cellular Data Number (CDN), or any other similar unique numeric identifier; description of the used cellular phone or electronic communication device; and account number associated with the customer turning in for credit the used cellular phone or electronic communication device to the mobile service company; or for a new customer who does not have a preexisting relationship and account with the mobile service company that is providing the non-cash credit to the customer:
4. The mobile service company, when activating an account for the new customer, obtains and retains information necessary to obtain credit information unique to the person surrendering the used cellular phone or electronic communication device in return for the non-cash credit such as date, time and place of transaction; legal name, date of birth, and residence of seller; driver's license information (if driver's license is not available then military identification, passport or other approved State identification number or State Identification card); the credit amount provided to the account; employee's name handling the transaction; and the home, business and cellular phone number of the seller; and
5. The mobile service company participates in a service to allow customers to block all use of a stolen cellular phone and/or electronic communication device, reports stolen cellular phones and electronic communication devices to an industry-wide database that tracks stolen cellular phones and electronic communication devices, and does not accept stolen cellular phones or electronic communication devices reported in the industry-wide database; and
6. On the day of the transaction to accept the used cellular phone or electronic communication device the mobile service company enters information into the Law Enforcement Agency Data System (“LEADS ON LINE”), or any successor database approved by the St. Louis Police Department, the serial number, Electronic Serial Number (ESN), International Mobile Equipment Identifier Number (IMEI), Cellular Data Number (CDN), or any other similar unique numeric identifier; description of the used cellular phone or electronic communication device; and account number associated with the customer turning in for credit the used cellular phone or electronic communication device to the mobile service company.

SECTION ELEVEN: Violating the Secondhand Dealer/Pawnbroker Licensing requirements

- (a) Any person or business that is found to be in violation of any regulations set forth in this Chapter shall be punished by a fine of not less than one dollar nor more than five hundred dollars, per violation, or by imprisonment for not more than ninety days or by both such fine and imprisonment.
- (b) In addition to the penalties described in this section, the City may revoke an occupancy permit issued for the business premise of any person or business that knowingly and willfully violates this chapter and shall revoke the secondhand dealer’s license of any person or business who knowingly and willfully violates this chapter.

SECTION TWELVE: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION THIRTEEN: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION FOURTEEN: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION FIFTEEN: EMERGENCY. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this ____ day of _____, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

EMERGENCY SEPARATELY MOVED AND APPROVED this ____ day of _____, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK
(SEAL)

APPROVED AS TO FORM AND LEGALITY THIS ____ day of _____, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 06/15/2015

P03-15 Rezoning

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 731 E. Independence from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Case #P03-15 Applicant: Lottie Coody (*Deferred from May 18, 2015 City Commission meeting.*)

Attachments

P03-15 Staff Rpt

P03-15 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Lottie Coody
FOR: Conditional Use Permit
LOCATION: 731 E. Independence, Shawnee, OK
PROJECT#: 150096 Case# P03-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: C-3; Highway Commercial
REQUESTED CLASSIFICATION: C-3; Highway Commercial w/ Conditional Use Permit
PROPOSED PROPERTY USE: Liquor Store

PLANNING COMMISSION MEETING DATE: June 3rd, 2015

PLANNING COMMISSION RECOMMENDATION: Deny

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD						ABSENT
KERBS	X		X			
BERGSTEN(CHAIRMAN)			X			
COWEN(VICE-CHAIRMAN)					X	
KIENZLE				X		
AFFENTRANGER		X	X			

RESPECTFULLY SUBMITTED,
Cheyenne Lincoln
SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:
PUBLIC HEARING SET: _____
ADOPTED _____ DENIED _____

DATE OF ACTION: _____
ORDINANCE NO. _____



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

STAFF REPORT
CONDITIONAL USE PERMIT
CASE #P03-15

TO: Shawnee Planning Commission

AGENDA: June 3, 2015

RE: Condition Use Permit (CUP) to allow a Liquor Store at 731 E. Independence.

PROPOSAL

The applicant, Lottie Coody, is requesting a Conditional Use Permit (CUP) to allow the subject property the use of a Liquor Store for sale and off-premise consumption of alcohol in a C-3 zoning district. The property is addressed as 731 East Independence, located within the Del Plaza shopping center on the southwest corner of Harrison St. and Independence St. This case was deferred by Planning Commission on the May 6th, 2015 agenda.

GENERAL INFORMATION

Applicant	Lottie Coody
Owner	Del Plaza Associates, L.P.
Site Location/Address	Shopping Center located at SW corner of Independence and Harrison
Current Site Zoning	C-3 (Highway Commercial)
Proposed Zoning	C-3 w/ Conditional Use Permit (CUP)
Property Area	2,500 SQFT
Current Use	Vacant
Proposed Use	Liquor Store

Comprehensive Plan Designation	Commercial and Residential
Existing Land Use	Shopping Center
Surrounding Zoning	North – Commercial (C-3) South – Commercial (C-3 & C-1) West – Commercial (C-3) East – Commercial (C-3)
Surrounding Land Use	Shopping Center

STAFF REVIEW AND ANALYSIS

Based on the Shawnee Zoning Code, Liquor Stores are not allowed outright within the C-3 (Highway Commercial) zoning district. Instead, satisfaction of state requirements and approval of a CUP by both the Planning Commission and City Commission is necessary to allow such a use.

Staff has no objection to approving such a CUP based on the following items:

1. Incidental sale of alcohol is allowed outright within Shawnee by code and is currently in use by more than one business within the shopping center.
2. This establishment is not within the state restricted three-hundred (300’) feet from a church or school.
3. A number of Liquor Stores within Shawnee are similarly located within shopping centers.

Based on general consistency with the Shawnee Comprehensive Plan and the acceptable distance from any church or school, Staff does hereby recommend approval on the proposed conditional use permit to the property located at 731 East Independence Street the use of their property as a liquor store.

Staff received one (1) complaint letter (Exhibit 1) expressing concerns for increased traffic in the parking lot.

STAFF RECOMMENDATION

Staff recommends **approval** of the proposed conditional use permit (CUP) for the subject property to allow a liquor store as the primary use with the following condition:

1. Approval of this conditional use permit will be limited to the subject lease space and not the shopping center as a whole.

Attachments

- Figure 1: Zoning map

- Figure 2: Aerial view of site
- Figure 3: Future Land Use Map
- Exhibit A: Complaint Letter

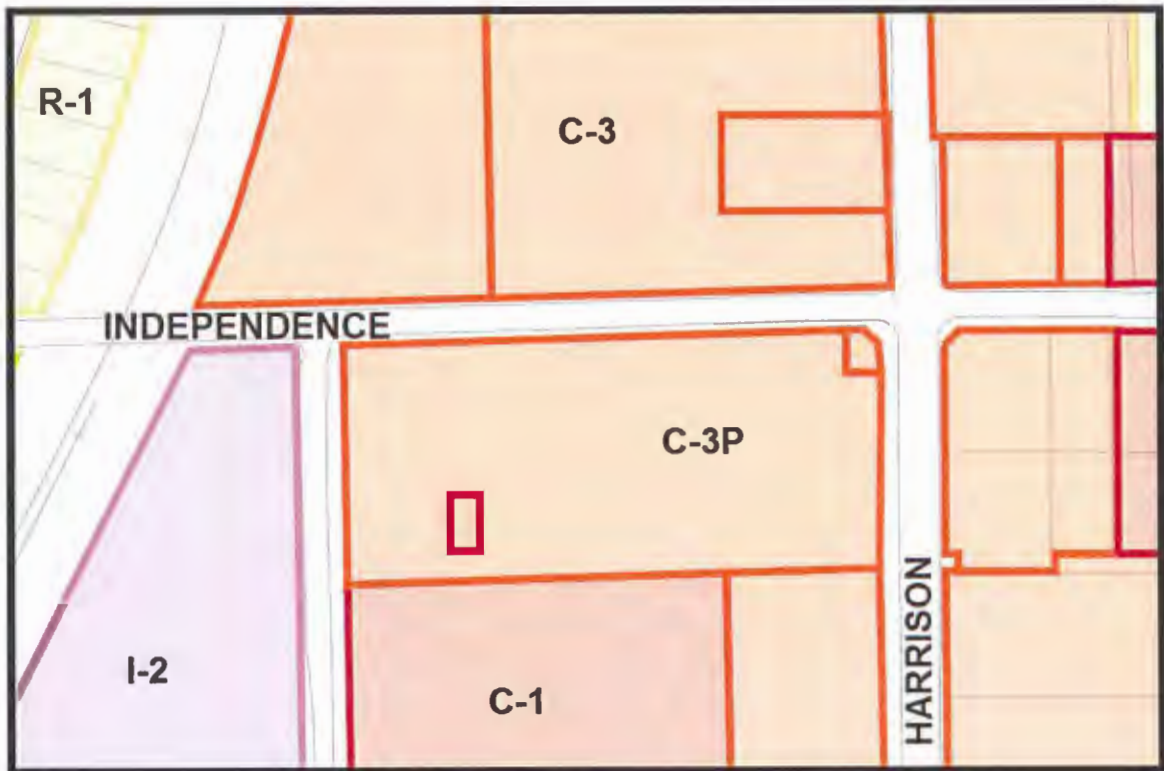


Figure 1: Zoning Map of site – approximate total area outlined in red.



Figure 2: Aerial view of the site – approximate total area outlined in red.

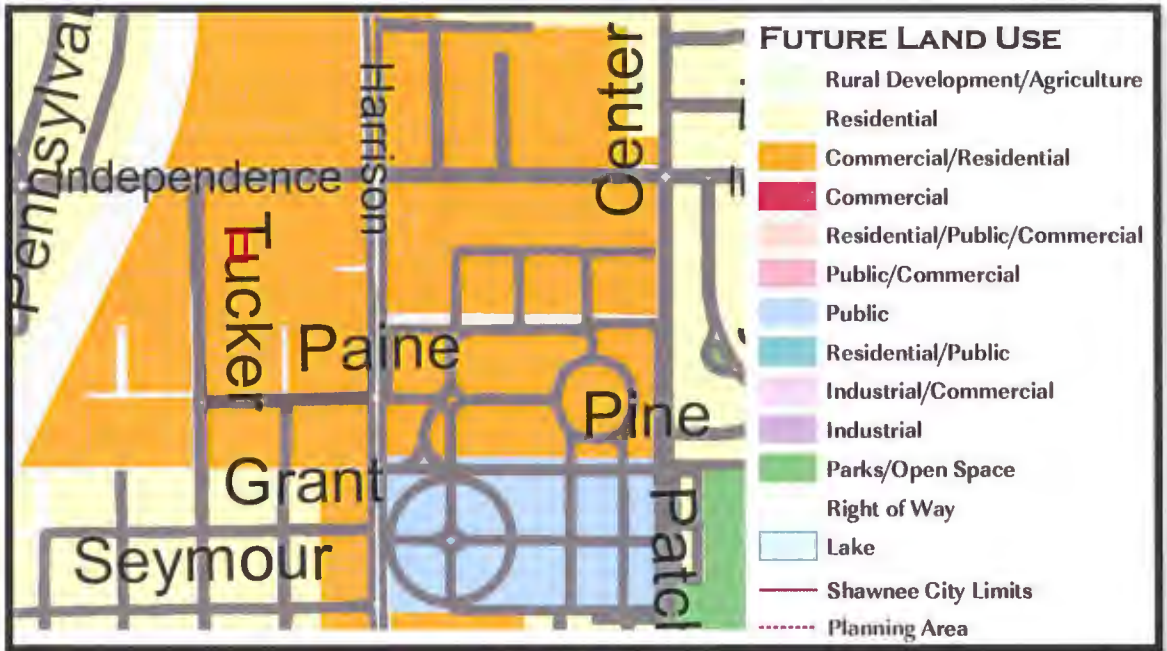


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2).

TO : City of Shawnee / Planning Department
FROM : Russell Frantz
DATE : 29 April 2015
REF : Proposed Liquor Store Location

EXHIBIT
A

Dear Planning Commission,

I would like to voice my concern about a proposed liquor store location at 731 E Independence (Ref Project # 150096 Case # P03-15). There are two restaurants and a martial arts school at this end of the shopping center. The parking lot can become congested in the evening time and there are often children going back and forth from vehicles to the existing establishments already. As a citizen of Shawnee, I am concerned with the proposed location of this liquor store. It would appear that there are better locations for this type business elsewhere in the community. Even the Eastern end of this shopping area would seem to be a better and safer location and away from areas where there are children around.

Thank you for consideration of this letter.



Russell Frantz

Shawnee, OK 74801

RECEIVED

APR 29 2015

PLANNING / CODE

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P03-15

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for a Conditional Use Permit on property located within the City of Shawnee.

The applicant requests a conditional use permit for the following described property:

A tract of land lying in the Northeast Quarter (NE/4) of Section Eighteen (18), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma and being a part of Lot 1 and all of Lot 8 of YATES ADDITION to the City of Shawnee, being described by metes and bounds as follows:

Commencing at the Northeast corner of said Section Eighteen (18); thence South 01°43'38" West, along the East line of said Section 18, a distance of 158.02 feet; thence North 90°00'00" West a distance of 33.02 feet to the Point of Beginning, said point being on the East line of said Lot One (1); thence South 01°43'38" West, along said East line, a distance of 198.60 feet, to the Southeast corner of said Lot One (1); Thence North 90°00'00" West, along the South line of Lot One (1) and Eight (8), a distance of 747.90 feet, to the Southwest corner of said Lot Eight (8); thence North 01°05'24" East, along the West line 323.51 feet, to the Northwest corner of said Lot Eight (8); thence North 90°00'00" East, along the North line of Lot One (1) and Eight (8), a distance of 676.50 feet; thence South 01°43'38" West, and parallel with the East line of said Lot One (1), a distance of 125.00 feet; thence North 90°00'00" East, and parallel with the North line of said Lot One (1), a distance of 75.00 feet to the Point of Beginning.

General Location Known As:	<u>731 E. Independence</u>
Current Zoning Classification:	<u>C-3; Highway Commercial District</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial District w/ Conditional Use Permit</u>
Proposed Use of Property	<u>Liquor Store</u>
Applicant:	<u>Lottie Coody</u>

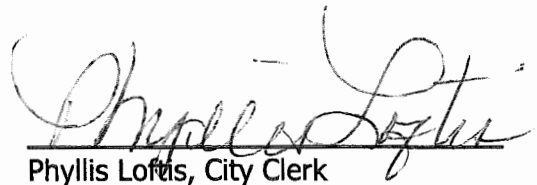
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

May 6th, 2015 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
May 18th, 2015 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed conditional use permit will be allotted equal time. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

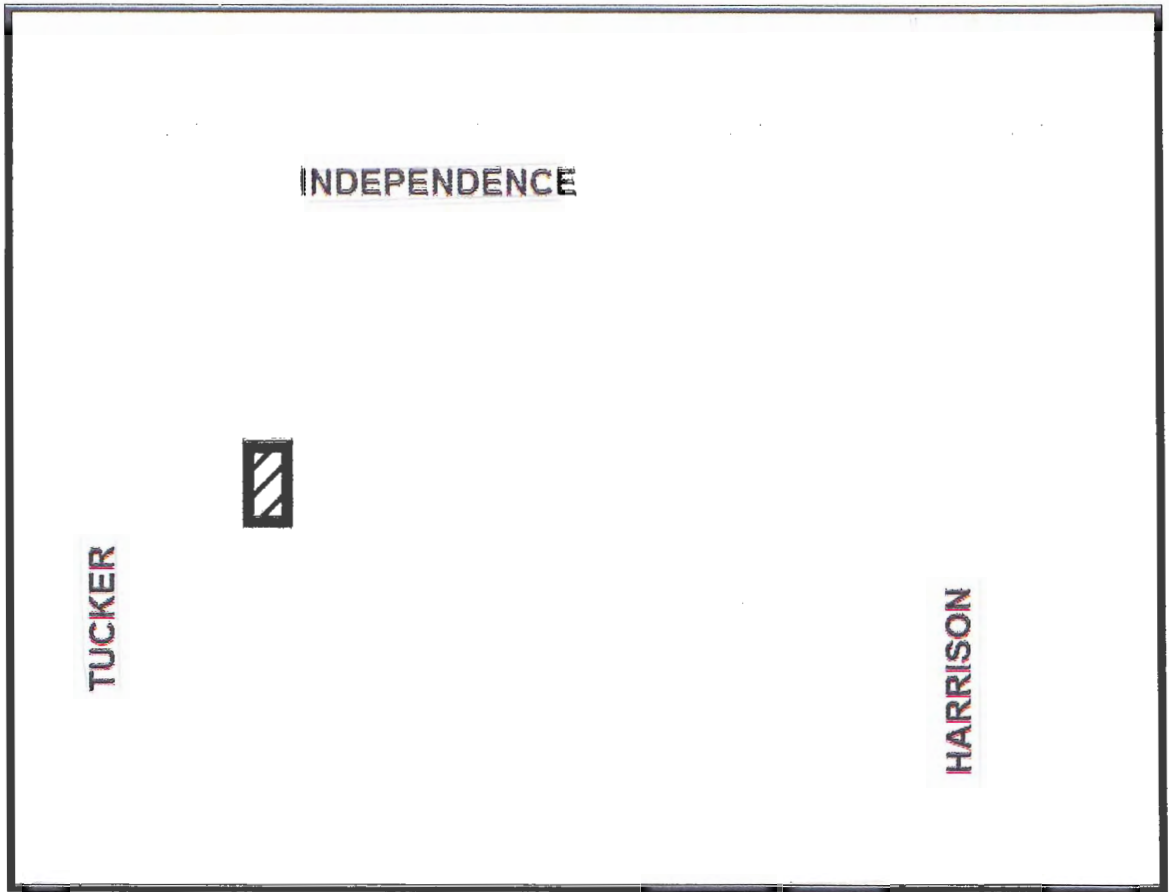
Witness my hand this 14th day of April, 2015.




Phyllis Loftis, City Clerk

Location Map

Case #P03-15



PLANNING COMMISSION APPLICATION
PROJECT NO. 150096 CASE NO. P03-15

REQUEST:

Rezoning _____ Rezoning w/Conditional Use Permit _____ Conditional Use Permit X
Planned Unit Development _____

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from _____ District to _____ District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 731 E. INDEPENDENCE

LEGAL DESCRIPTION: ON BACK

PROPERTY OWNER (S): DRL PLAZA ASSOCIATES L.P.

PROPERTY AGENT (APPLICANT): LOTTIE COODY

APPLICANT'S ADDRESS: 1103 S. HITCHHITE AVE, WENORA 74884

CITY: WENORA STATE OK ZIP 74884

EMAIL ADDRESS: PHAR1989@Yahoo.com

TELEPHONE NUMBER: (405) 220-6139 CONTACT NUMBER: ()

DIMENSIONS OF PROPERTY: AREA 2,500 WIDTH 25'
LENGTH 100' FRONTAGE 25'

CURRENT ZONING: C-3 CURRENT USE: C-3

PROPOSED ZONING: C-3 w/CUP PROPOSED USE: Liquor store

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

Lottie Coody
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 30th day of January 20 15

Chesque Chisora
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01698295

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____
CITY COMMISSION ACTION: _____ DATE: _____
PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land lying in the Northeast Quarter (NE/4) of Section Eighteen (18), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma and being a part of Lot 1 and all of Lot 8 of YATES ADDITION to the City of Shawnee, being described by metas and bounds as follows:

Commencing at the Northeast corner of said Section Eighteen (18); thence South 01°43'38" West, along the East line of said Section 18, a distance of 158.02 feet; thence North 90°00'00" West a distance of 33.02 feet to the Point of Beginning, said pint being on the East line of said Lot One (1); thence South 01°43'38" West, along said East line, a distance of 198.60 feet, to the Southeast corner of said Lot One (1); Thence North 90°00'00" West, along the South line of Lot One (1) and Eight (8), a distance of 747.90 feet, to the Southwest corner of said Lot Eight (8); thence North 01°05'24" East, along the West line 323.51 feet, to the Northwest corner of said Lot Eight (8); thence North 90°00'00" East, along the North line of Lot One (1) and Eight (8), a distance of 676.50 feet; thence South 01°43'38" West, and parallel with the East line of said Lot One (1), a distance of 125.00 feet; thence North 90°00'00" East, and parallel with the North line of said Lot One (1), a distance of 75.00 feet to the Point of Beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the thirld parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: March 4, 2015 at 7:30 AM

First American Title & Trust Company

By: Bobbie Jo Kopepasah
Bobbie Jo Kopepasah
Abstractor License No. 3389
OAB Certificate of Authority # 49
File No. 2004409-SH99

OWNERSHIP LIST

ORDER NO. 2004409

DATE PREPARED: March 20, 2015
EFFECTIVE DATE: March 4, 2015 at 7:30 AM

OWNER	LOT	BLK	ADDITION
DEL PLAZA OPERATING CO INC C/O MIDLAND LOAN SERV PO BOX 25965 SHAWNEE MISSION, KS 66225-5965			YATES BLKS 1 & 8 LESS PT BLK 1 BEG 33'S & 33'W NE/C S125' W75' N125' E75' POB DEL PLAZA SHOPPING CENTER 5.32ACS
BT-OH LLC ATTN REAL ESTATE DEPT. 55 GLENLAKE PKWY NE ATLANTA, GA 30328-3474			YATES PT BLK 7 & BLK 7 BEG SW/C BLK 7 TH N88*E543.85' N16.5' S88*W544.03' S16.5' POB
CITY OF SHAWNEE PO BOX 1448 SHAWNEE OK 74802-1448			YATES BLK 2 LESS 1.29AC IN E SIDE & ALL BLK 7 LESS BEG SW/C BLK 7 NE 543.85' N16.5' SW544.03' S16.50' POB
SHAWNEE MC, LP 4211 STANFORD DALLAS, TX 75225			YATES PART OF LOT 2 YATES ADDITION DESCRIBED AS BEGINNING NE/C OF LOT 2, S88*19'40" W ON N LINE OF LOT 2 FOR DISTANCE OF 200', THENCE S0*25'38"E180' THENCE N88*19'40"E & 200'THENCE N0*25'38"W180' TO POB
TOBI N FRIED & DAVID NICKLAS 753 E INDEP SAHWNEE, OK 74801			YATES PT BLK 1 BEG 33'S & 33'W NE/C S125' W75' N125' E75' POB
KENNETH W & MELISSA STUTEVILLE 44406 MOCCASIN TRAIL MEEKER, OK 74855			93-SU BEG 137'N SE/C SE W200' S137' W28' N300' E28' S100' E200' S63' POB.
PLAZA EAST LLC C/O DAVID TAYLOR 15706 ROCK CREEK RD SHAWNEE, OK 74801			93-SU BEG 228'W SE/C SE N500' W163.50' S500' E163.50' POB MUNICIPAL ACCOUNTING INSURANCE SPECIALISTS UNIQUE CAKE SHOPPE 1.13 Acres
AUTO ZONE INC #507 11000 RICHMOND AVE SUITE 350 HOUTON, TX 77042			93-SU BEG 391.5'W SE/C SE W189.18' N 500' E 189.18' S 500' POB AUTO ZONE 2.17 Acres
KENNETH W & MELISSA STUTEVILLE 44406 MOCCASIN TRAIL MEERK OK 74855			93-SU BEG 200'N SE/C SE W200' N100' E200' S100' POB.
DARCEE D & DWIGHT S YANCEY 704 E INDEPENDENCE SHAWNEE, OK 74804			BEG 580.68'W SE/C SE/4 N500' W244.32'(MEASURED 232.65') TO RR R-O-W SOUTHERLY ALONG R-O-W TO THE SOUTH LINE OF SE/4 E403.32'(MEASURED 400.98') POB 3.67 Acres

GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC 44 SHATTUCK RD WATERTOWN, MA 2472			93-SU BEG SE/C SE N137' W200' S137' E200' POB.
SCOTT BROWN 101 S KICKAPOO SHAWNEE, OK 74801			THAT PORTION OF BN&SF RW 210' WIDE STATION PROPERTY BEING 100' WIDE ON NW SIDE & 110' WIDE ON SE SIDE OF TRACT CENTER LINE IN SAID SEC BEG AT INTER. OF N LINE OF INDEP AVE WITH LINE DRAWN PARALLEL WITH WITH & DISTANT 110' SE TH NE PARALLEL WITH MAIN TRACT CENTER LINE 265' TH NW 55' TO THE INTER WITH LINE PARALLEL WITH & DISTANT 8.5' SE TH SW PARALLEL WITH TRACT #19 CENTERLINE 30' TH IN A STRAIGHT LINE ALG SW EXT OF PREVIOUS DESCRIBED COURSE 267' TO N LINE OF INDEP AVE AT POINT DISTANT 92' WESTERLY ALG N LINE FROM SAID POB TH EASTERLY ALG N LINE 92' POB
O'REILLY AUTOMOTIVE INC C/O THOMSON REUTERS PTS PO BOX 061116 CHICAGO, IL 60606-0116			BEG SW/C SW N220' E198' S220' W198' POB LESS .01 A RD R/W
CANADY PROPERTIES LLC 5 DOGWOOD CT FOX FIRE VILLAGE, NC 27281			93-SU BEG 220' N SW/C SW E264' N55' W264' S55' POB.
O'REILLY AUTOMOTIVE STORES INC ATTN BECKY PILAND PO BOX 1156 SPRINGFIELD, MO 65801-0998			93-SU BEG 198' E SW/C SW N220' E66' S220' W66' POB.
WHITE COMMERCIAL REAL ESTATE PO BOX 1029 SHAWNEE, OK 74802-1029			93S PT NE BEG NE/C LOT 9 YATES ADDN S ALG LN LOT 9 627.0' WESTLY ALG S LN LOT 9 568.96' M/L TO A PT 23.0' SELY OF & AT R ANGLES TO CENTERLINE OF ATCHISON TOPEKA & SF RR THENCE NELY 23' SELY OF PARALLEL TO TRACK 722.95' M/L TO POINT 33'S OF RIGHT ANGLES TO N LINE NE THENCE E33'S OF & PARALLEL TO N LINE OF SECT 238.47' POB IMPS ON BUSINESS PERSONAL ACCOUNT 6.00 Acres
STATE OF OKLAHOMA 200 NE 21 OKLAHOMA CITY, OK 73105			E147FT O FN25FT OF S286FT LOT YATES

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHTEEN (18), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND BEING A PART OF LOT 1 AND ALL OF LOT 8 OF YATES ADDITION TO THE CITY OF SHAWNEE, BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION EIGHTEEN (18); THENCE SOUTH 01°43'38" WEST, ALONG THE EAST LINE OF SAID SECTION 18, A DISTANCE OF 158.02 FEET; THENCE NORTH 90°00'00" WEST A DISTANCE OF 33.02 FEET TO THE POINT OF BEGINNING, SAID PINT BEING ON THE EAST LINE OF SAID LOT ONE (1); THENCE SOUTH 01°43'38" WEST, ALONG SAID EAST LINE, A DISTANCE OF 198.60 FEET, TO THE SOUTHEAST CORNER OF SAID LOT ONE (1); THENCE NORTH 90°00'00" WEST, ALONG THE SOUTH LINE OF LOT ONE (1) AND EIGHT (8), A DISTANCE OF 747.90 FEET, TO THE SOUTHWEST CORNER OF SAID LOT EIGHT (8); THENCE NORTH 01°05'24" EAST, ALONG THE WEST LINE 323.51 FEET, TO THE NORTHWEST CORNER OF SAID LOT EIGHT (8); THENCE NORTH 90°00'00" EAST, ALONG THE NORTH LINE OF LOT ONE (1) AND EIGHT (8), A DISTANCE OF 676.50 FEET; THENCE SOUTH 01°43'38" WEST, AND PARALLEL WITH THE EAST LINE OF SAID LOT ONE (1), A DISTANCE OF 125.00 FEET; THENCE NORTH 90°00'00" EAST, AND PARALLEL WITH THE NORTH LINE OF SAID LOT ONE (1), A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM C-3; HIGHWAY COMMERCIAL TO C-3P; HIGHWAY COMMERCIAL WITH CONDITIONAL USE PERMIT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing was scheduled for the 18th day of May, 2015 but deferred by the Board of Commissioners of the City of Shawnee, Oklahoma until the 15th day of June, 2015, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to C-3P Highway Commercial with Conditional Use Permit; and,

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned as considered.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit:

A Tract of land lying in the Northeast Quarter (NE/4) of Section Eighteen (18), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma and being a part of Lot 1 and all of Lot 8 of Yates Addition to the City of Shawnee, being described by metes and bounds as follows: Commencing at the Northeast Corner of said Section Eighteen (18); thence South 01°43'38" West, along the East Line of said Section 18, a distance of 158.02 feet; thence North 90°00'00" West a Distance of 33.02 feet to the Point Of Beginning, said pint being on the East Line of said Lot One (1); thence South 01°43'38" West, along said East Line, a distance of 198.60 feet, to the Southeast Corner of said Lot One (1); thence North 90°00'00" West, along the South Line of Lot One (1) and Eight (8), a distance of 747.90 feet, to the Southwest Corner of said Lot Eight (8); thence North 01°05'24" East, along the West Line 323.51 feet, to the Northwest Corner of said Lot Eight (8); thence North 90°00'00" East, along the North Line of Lot One (1) and Eight (8), a distance of 676.50 feet; thence South 01°43'38" West, and parallel with the East Line of said Lot One (1), a distance of 125.00 feet; thence North 90°00'00"

East, and parallel with the North Line of said Lot One (1), a distance of 75.00 feet to the Point Of Beginning, according to the recorded plat thereof, rezoning said property from C-3; highway commercial to C-3P; highway commercial with Conditional Use Permit; amending the official zoning map of the City of Shawnee accordingly.

PASSED AND APPROVED this 15th day of June, 2015.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 15th day of June, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 06/15/2015

P11-15 Rezoning

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

A public hearing and consideration of approving an ordinance to rezone with a Conditional Use Permit for property located at 7311 N. Harrison from C-3; Highway Commercial to C-3P; Highway Commercial with a Conditional Use Permit. Case #P11-15 Applicant: Clifford and Stephanie Burnside

Attachments

P11-15 Staff Rpt

P11-15 Ord

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Clifford and Stephanie Burnside
FOR: Conditional Use Permit
LOCATION: 7311 N. Harrison, Shawnee, OK
PROJECT#: 150466 Case# P11-15

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

C-3; Highway Commercial

REQUESTED CLASSIFICATION:

C-3; Highway Commercial w/ Conditional Use Permit

PROPOSED PROPERTY USE:

Animal Boarding/Kennel

PLANNING COMMISSION MEETING DATE: June 3rd, 2015

PLANNING COMMISSION RECOMMENDATION: Approval w/ one condition:

1. The Kennel License provisions of Shawnee Municipal Code, Chapter 5 shall apply and the applicant shall comply with all applicable rules.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD						ABSENT
KERBS			X			
BERGSTEN(CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)		X	X			
KIENZLE	X		X			
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____



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

STAFF REPORT
CONDITIONAL USE PERMIT
CASE #P11-15

TO: Shawnee Planning Commission

AGENDA: June 3, 2015

RE: Condition Use Permit (CUP) to allow an animal boarding/kennel facility at 7311 E. Harrison.

PROPOSAL

The applicant is requesting a Conditional Use Permit (CUP) for a boarding kennel that would also function as a “doggie day care” and grooming facility. The property is located at 7311 North Harrison Street and is currently zoned C-3 (Highway Commercial). Generally, the site is surrounded by agricultural and industrial uses with minimal residential housing in the immediate area.

GENERAL INFORMATION

Applicant	Clifford & Stephanie Burnside
Owner	Clifford Burnside
Site Location/Address	7311 N. Harrison St.
Current Site Zoning	C-3 (Highway Commercial)
Proposed Zoning	C-3 w/ Conditional Use Permit (CUP)
Property Area	2.50 Acres
Current Use	Vacant
Proposed Use	Boarding, Grooming, Doggie Day Care
Comprehensive Plan	Commercial and Residential

Designation	
Existing Land Use	Residential and Commercial
Surrounding Zoning	Agricultural (A-1)
Surrounding Land Use	Agricultural (A-1)

STAFF REVIEW AND ANALYSIS

The applicant is requesting a conditional use permit (CUP) to allow a boarding kennel with a doggie day care and grooming facility as the primary use. As the applicant is not presently the property owner for the subject site, a signed letter of authorization from the property owner, Betty Beck, has been submitted allowing application for CUP (Exhibit A).

Animal boarding kennels are not allowed outright in any commercial district; however, through approval from the Planning Commission and City Commission the use can be approved, conditionally.

Staff considerations on site:

1. Structures existing on site are as follows (Figure 4):
 - a. One (1) residential home, intended to be rented.
 - b. One (1) commercial structure, currently unused.
 - c. One (1) storage shed.
 - d. One (1) mobile home to be destroyed or moved off premise.

2. Existing legal nonconformance of use:
 - a. The property contains both residential and commercial uses.
 - i. Legally nonconforming use on property can persist until the residential use is discontinued or the structure is altered in a way that increases non-conformance.

3. The subject site does meet all dimensional standards set forth in the Shawnee Zoning Code for C-3 (Highway Commercial) zoning.

4. Surrounding land use is low-density industrial and agricultural in nature.

5. There appear to be few residential homes in the general vicinity of the subject property.

The proposed structure to be used as the boarding kennel was recently and historically used appropriately as a commercial use within a C-3 (Highway Commercial) district and can therefore continue to use the property for commercial uses. The one (1) residence also on the property is a current legally nonconforming use. Presently, the structure being occupied as a residence. According to Section 22-195.4(D) of the Shawnee Zoning

Code, until the use of the structure has been discontinued or abandoned for six (6) months, it can continue to serve that legally nonconforming use. However, this structure shall not be enlarged or altered in a way which increases its nonconformity. If the time does come where the residential structure is not used for said purpose, it will no longer be allowed to return to a residential use. It will also not be eligible for use as a separate, commercial establishment on the subject property.

Based on general consistency with the Shawnee Comprehensive Plan, the acceptable distance from residential homes and schools, and consistency with State regulations, Staff has no objection to approval of the requested CUP.

STAFF RECOMMENDATION

Staff has **no objection** to the proposed conditional use permit (CUP) for the subject property to allow an animal boarding kennel as a use on the property and does hereby recommend approval subject to the following conditions:

1. The Kennel License provisions of Shawnee Municipal Code, Chapter 5 shall apply and the applicant shall comply with all applicable rules.

Attachments

- Figure 1: Zoning Map
- Figure 2: Aerial View of Site
- Figure 3: Future Land Use Map
- Figure 4: Proposed Site Plan
- Exhibit A: Letter of Authorization
- Application materials



Figure 1: Zoning Map of site – approximate total area outlined in blue.



Figure 2: Aerial view of the site – approximate total area outlined in red.

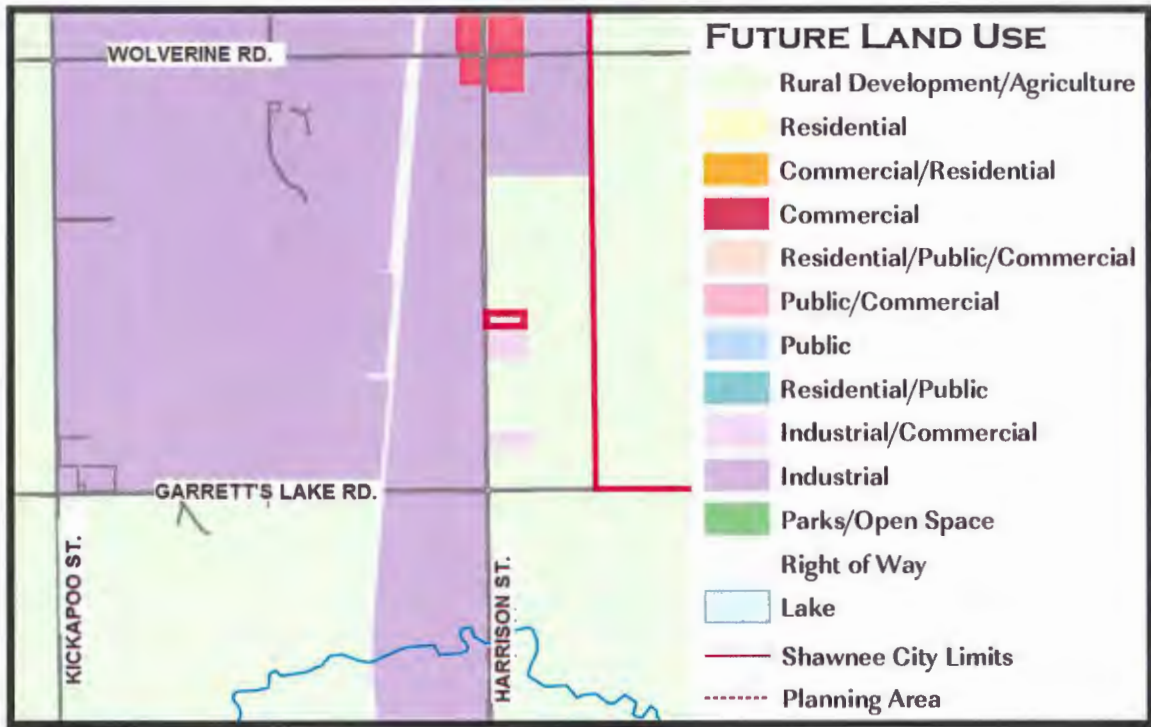


Figure 3: Shawnee Comprehensive Plan: Future Land Use Map (Figure 4.2).



Figure 4: Proposed Site Plan.

EXHIBIT
A

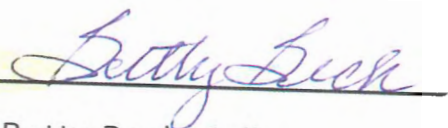
May 5, 2015

To Whom it may concern:

I Betty Beck owner of 7311 N. Harrison, Shawnee. Give permission for Clifford & Stephanie Burnside to apply for a conditional permit to allow for a Kennel/Boarding facility in the existing buildings on my property.

Legal: Beg 451' South of the NW/C SW/4 of Section 20-T11N-R4 E thence East 520' thence South 209' thence West 520' thence North 209' to POB.

Zoned C3-- July 17, 2006

A handwritten signature in blue ink that reads "Betty Beck" is written over a horizontal line.

Betty Beck: Seller

RECEIVED
MAY 06 2015
PLANNING / CODE

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P11-15

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on an application for a Conditional Use Permit on property located within the City of Shawnee.

The applicant requests a conditional use permit for the following described property:

A tract of land described as beginning at a point 451 feet South of the Northwest Corner of the Southwest Quarter (NW/c SW/4) of Section Twenty (20), Township Eleven (11) North, Range Four (4) East, of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 520 feet; thence South 209 feet; thence West 520 feet; thence North 209 feet to the point of beginning.

General Location Known As:	<u>7311 N. Harrison St., Shawnee, OK</u>
Current Zoning Classification:	<u>C-3; Highway Commercial</u>
Requested Zoning Classification:	<u>C-3; Highway Commercial w/ Conditional Use Permit</u>
Proposed Use of Property	<u>Animal Boarding/Kennel</u>
Applicant:	<u>Clifford & Stephanie Burnside</u>

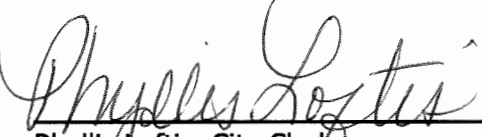
The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 3rd, 2015 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 15th, 2015 AT 6:30 P.M.: CITY OF SHAWNEE CITY COMMISSION

At this time any interested citizen of Shawnee, Oklahoma will have the opportunity to appear and be heard with regard to the conditional use permit. The Commission reserves the right to limit discussion and debate on the proposed conditional use permit in the public hearing, in which event those persons appearing in support or opposition of the proposed conditional use permit will be allotted equal time. If there are any questions about the proposal, or you need additional information prior to the public hearing, please contact the Planning Department at 878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Secretary's office at 222 N. Broadway.

Witness my hand this 11th day of May, 2015.

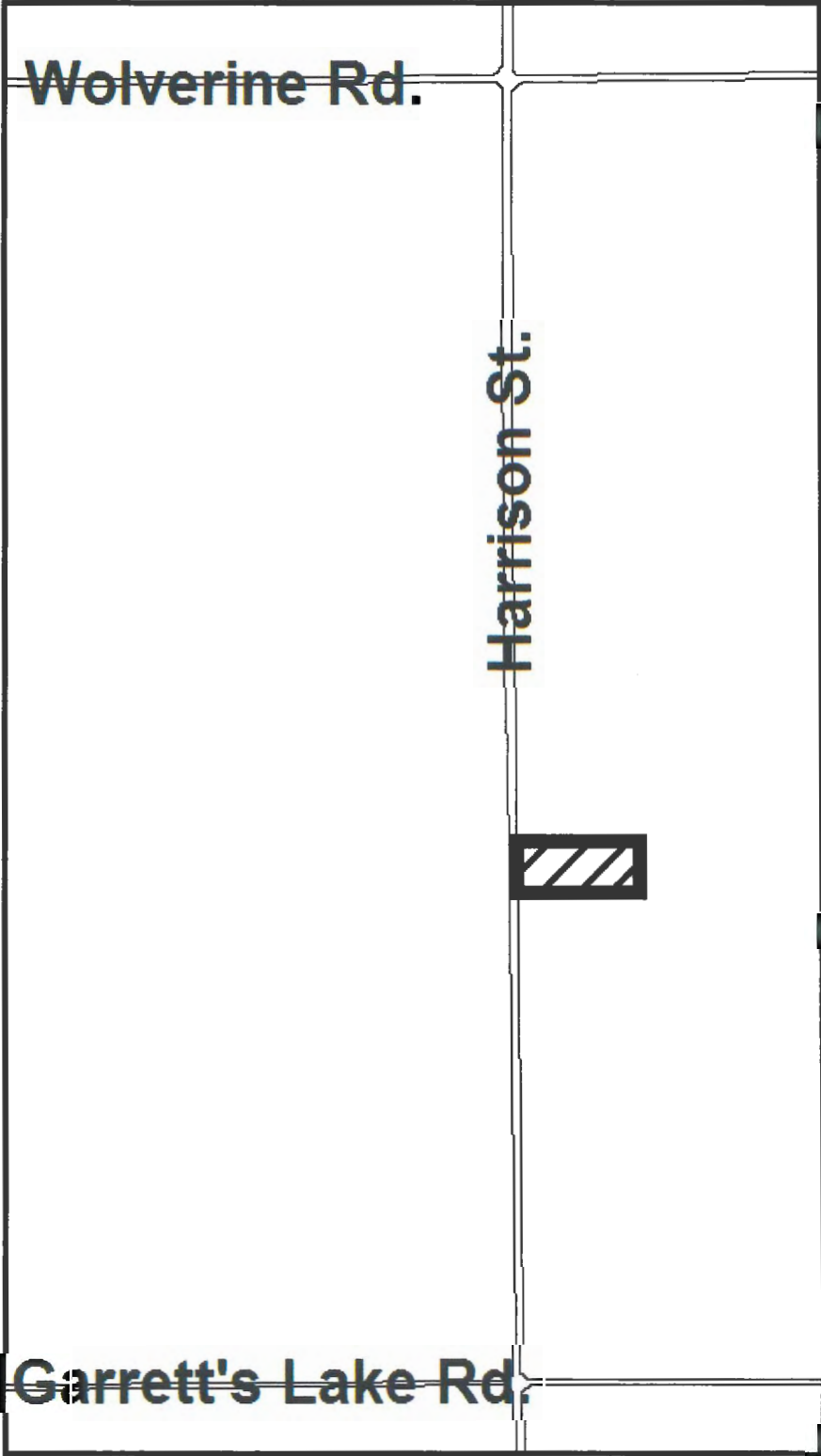




Phyllis Loftis, City Clerk

Location Map

Case #P11-15



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 1504166 CASE NO. P11-15

REQUEST:

Rezoning _____ Rezoning w/Conditional Use Permit _____ Conditional Use Permit X
Planned Unit Development _____

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from C3 District to C3 SPECIAL USE District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 7311 N. HARRISON, SHAWNEE, OK

LEGAL DESCRIPTION: 388.451'S NW/4 SW E 520' S 209'W

PROPERTY OWNER (S): CLIFFORD BURNSIDE

PROPERTY AGENT (APPLICANT): CLIFFORD & STEPHANIE BURNSIDE

APPLICANT'S ADDRESS: 1945 TIMBER DALE DRIVE

CITY: SHAWNEE **STATE:** OK **ZIP:** 74804

EMAIL ADDRESS: ~~clifford~~ clifford.burnside@ParkersPlus.com

TELEPHONE NUMBER: (405) 465-1438 **CONTACT NUMBER:** (405) 765-8877

DIMENSIONS OF PROPERTY: AREA 108,680 Sq. Ft. WIDTH 209'
LENGTH 520' FRONTAGE 209'

CURRENT ZONING: C3 **CURRENT USE:** _____

PROPOSED ZONING: C3 WITH SPECIAL USE **PROPOSED USE:** BOARDING, GROOMING, Doggie DAY CARE

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.



SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 5th day of May 20 15

Cherene Kincaid
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01733717

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ **DATE:** _____
CITY COMMISSION ACTION: _____ **DATE:** _____
PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

A tract of land described as beginning at a point 451 feet South of the Northwest Corner of the Southwest Quarter (NW/c SW/4) of Section Twenty (20), Township Eleven (11) North, Range Four (4) East, of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 520 feet; thence South 209 feet; thence West 520 feet ;thence North 209 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: April 27, 2015 at 7:30 AM

First American Title & Trust Company

By: Bobbie Jo Kopepasah
Bobbie Jo Kopepasah
Abstractor License No. 3389
OAB Certificate of Authority # 49
File No. 2033926-SH99

OWNERSHIP LIST

ORDER NO. 2023926

DATE PREPARED: May 5, 2015
EFFECTIVE DATE: April 27, 2015 at 7:30 AM

OWNER	LOT	BLK	ADDITION
DOYLE R & BETTY BECK PO BOX 1964 SHAWNEE, OK 74802-1964			10U BEG 451'S NW/C SW E520' S209' W520' N209' TO POB. LESS .42AC REC 2005-1142 2.08 Acres
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG 660.06'S NW/C SW/4 S389.78' E86.59' N389.7' W86.59' POB
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG NW/C SW S451.06' E86.59' N37.75' N1*E 300. 17' N113.32' W96.59' POB
EAERL RUSSELL 7411 N HARRISON SHAWNEE, OK 74804			10U N1/2 NW SW LESS 2.5A LESS.43AC TO STATE 17.07 Acres
STATE (ODOT) 200 NE 21 ST OKLAHOMA CITY, OK 73105			BEG 451.06'S NW/C SW S209' E86.59' N209' W86.59' POB
CARL D & LORI A RANDALL PO BOX 384 MEEKER, OK 74855			PT OF SW BEG AT A PT 1590.39'N OF SW/C E1290.26' N390' W1292.50' S390' TO POB LESS A .78AC TRACT TO STATE(2005- 7071) MIDWEST CONSOLIDATED PLASTICS new bldg for 2006 10.78 Acres
SESTAK VALDENE REVOC TRUST 56495 WOLVERINE RD PRAGUE, OK 74864			BEG NE/C SE W 1019.3' TO E R/W LINE OF AT & ST RR LINE S 4*W 1456.47' N 87* E 1142.86' TH N 1397.64' POB LESS 2.83AC REC 2005- 711 32.49 Acres

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT A POINT 451 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (NW/C SW/4) OF SECTION TWENTY (20), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST, OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 520 FEET; THENCE SOUTH 209 FEET; THENCE WEST 520 FEET; THENCE NORTH 209 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM C-3; HIGHWAY COMMERCIAL TO C-3P; HIGHWAY COMMERCIAL WITH CONDITIONAL USE PERMIT; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 15th day of June, 2015, upon an application to grant a permissive use permit on property located in the City of Shawnee, Oklahoma to C-3P Highway Commercial with Conditional Use Permit; and,

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said property to be rezoned as considered.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit:

A tract of land described as beginning at a point 451 feet South of the Northwest Corner of the Southwest Quarter (NW/C SW/4) of Section Twenty (20), Township Eleven (11) North, Range Four (4) East, of the Indian Meridian, Pottawatomie County, Oklahoma; thence East 520 feet; thence South 209 feet; thence West 520 feet; thence North 209 feet to the Point of Beginning, according to the recorded plat thereof, rezoning said property from C-3; highway commercial to C-3P; highway commercial with Conditional Use Permit; amending the official zoning map of the City of Shawnee accordingly.

PASSED AND APPROVED this 15th day of June, 2015.

WES MAINORD, MAYOR

(SEAL)

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality this 15th day of June, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 06/15/2015

S07-15 Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Final Plat for North Harrison Industrial Park located at Harrison Street, north of Wolverine Road. Case #S07-15 Applicant: The Landrun Group, LLC

Attachments

S07-15 Final Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Final Plat for North Harrison Industrial Park
LOCATION: Harrison Street, North of Wolverine Road,
Shawnee, OK
PROJECT# 150331 CASE# S07-15

PLANNING COMMISSION MEETING DATE: June 3rd, 2015

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction.
3. A fee-in-lieu of sidewalk construction is approved along Harrison Street and is to be paid concurrent with Building Permit submittal. All applicable standards apply and the City Engineer must approve the cost estimate submitted by the applicant' s engineer.
4. Developer shall extend the City' s waterline across the frontage of the area receiving Final Plat approval and as recorded on the Final Plat.
5. Developer shall extend the City' s sanitary sewer lines to at least the boundary of lots receiving Final Plat and as recorded on the Final Plat.
6. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD						ABSENT
KERBS		X	X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)	X		X			
KIENZLE			X			
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln

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

Final Plat – Case #S07-15

Universal Forest Products

TO: Shawnee Planning Commission
AGENDA: June 3, 2015
RE: Universal Forest Products – Final Plat

PROPOSAL

The applicant is requesting Final Plat approval for the construction of an industrial wood treatment plant. The property is located on Harrison Street north of Wolverine Road and will be completed in two (2) phases. Rezone from A-1 (Agricultural) to I-3 (Heavy Industrial) and the Preliminary Plat application will be considered by the City Commission on June 1.

GENERAL INFORMATION

Applicant	The Land Run Group, LLC
Owner(s)	UFP Western Division, Inc.
Site Location/Address	Harrison Street north of Wolverine Road
Current Site Zoning	I-3 (Heavy Industrial)
Parcel Size	30.06 Acres
Proposed Use	Wood Treatment Facility
Comprehensive Plan Designation	Industrial
Existing Land Use	Vacant
Surrounding Zoning	North: A-1 (Agricultural) South: I-2 (Light Industrial) East: A-1 (Agricultural) & I-2 (Light

	Industrial) West: I-2 (Light Industrial)
--	---



Figure 1: Aerial view of site – approximate total area outlined in red.

STAFF REVIEW AND ANALYSIS

The applicant in this case requests Final Plat approval in an effort to construct a wood pressure treatment plant. To summarize from the recent Rezone and Preliminary Plat approval process, the ownership of this property is Universal Forest Products (UFP), established in 1955. They are headquartered in Grand Rapids, Michigan and own approximately 80 facilities across the United States. UFP is a \$2.7 billion holding company that provides capital, management and administrative resources to subsidiaries that design, manufacture and market wood and wood-alternative products for the retail, construction and industrial markets.

Lumber shall be transported via trucks to the property and treated on the subject site. Pressure treatment is a process that forces chemical preservatives into the wood. Wood is placed inside a closed cylinder, then vacuum and pressure are applied to force the preservatives into the wood. The preservatives help protect the wood from attack by termites, other insects, and fungal decay.

Generally, the wood will be pressure-treated with water and a copper based preservative, then transported off-site for retail. All water and chemicals for this practice will stay on site, never to be incorporated into the sanitary sewer or storm water drainage system. The property is approximately 30 acres in size, meeting all dimensional requirements for Industrial development.

Universal Forest Products will pay a fee-in-lieu of sidewalk construction. As required by Ordinance #2526, the applicant has submitted written request to pay a fee instead of installing a sidewalk. Payment of the required fee is to be made prior to issuance of the building permit.

A contributing factor for Staff's recommendation to approve the fee-in-lieu of is that sidewalks and residential activity do not exist in this immediate area. The surrounding area is primarily dominated with industrial uses and is not within proximity to a school, park, or other public or quasi-public facility.

STAFF RECOMMENDATION

The technical aspects of the Final Plat have been reviewed by the City Engineer and other appropriate staff. Staff does recommend approval of the Final Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer prior to construction.
2. The final engineered drainage plan must be approved by the City Engineer prior to construction.
3. A fee-in-lieu of sidewalk construction is approved along Harrison Street and is to be paid concurrent with Building Permit submittal. All applicable standards apply and the City Engineer must approve the cost estimate submitted by the applicant's engineer.
4. Developer shall extend the City's waterline across the frontage of the area receiving Final Plat approval and as recorded on the Final Plat.
5. Developer shall extend the City's sanitary sewer lines to at least the boundary of lots receiving Final Plat and as recorded on the Final Plat.
6. All other applicable City standards apply.

Attachments

- Figure 1: Aerial view of site
- Figure 2: Zoning Map
- Figure 3: Future Land Use Map
- Exhibit A: Preliminary Plat
- Exhibit B: Final Plat

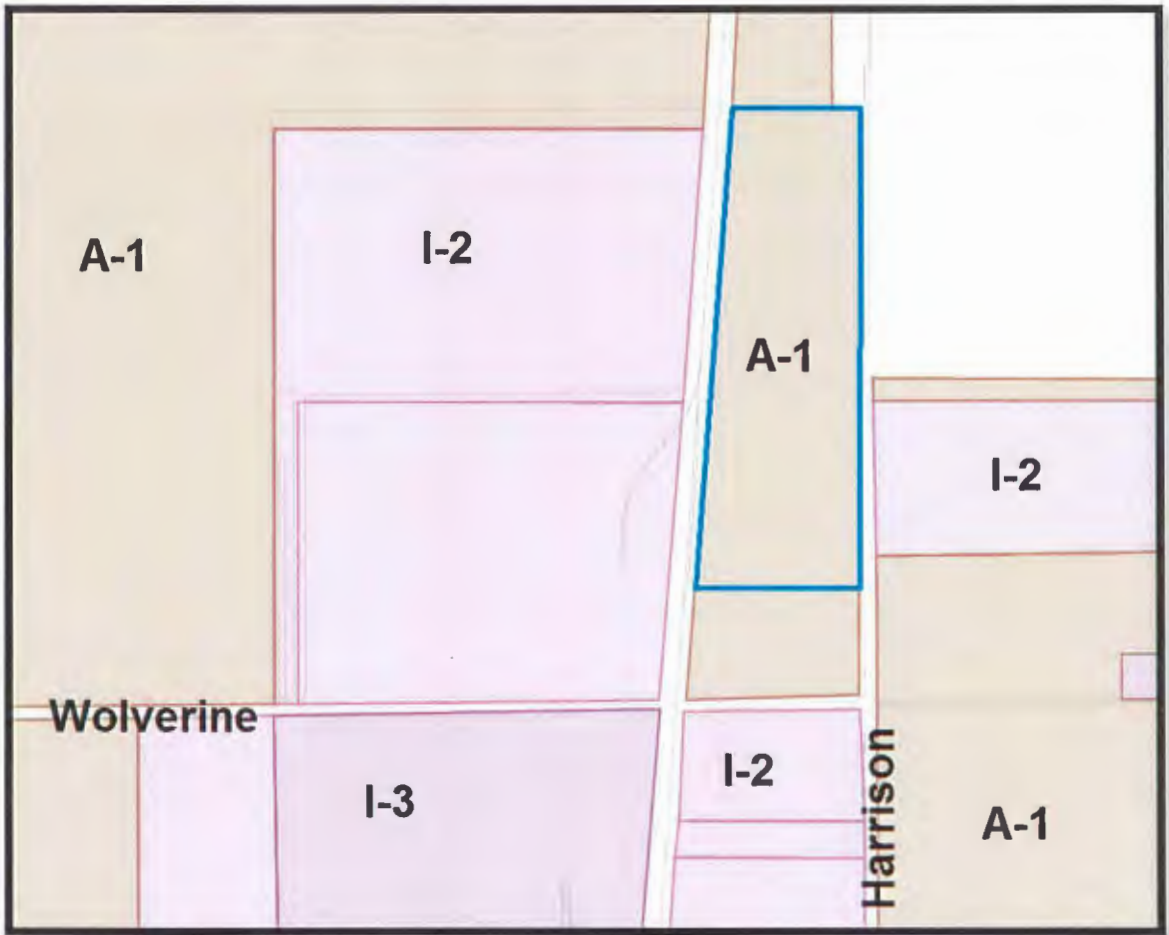


Figure 2: Zoning Map of site – approximate total area outlined in blue.

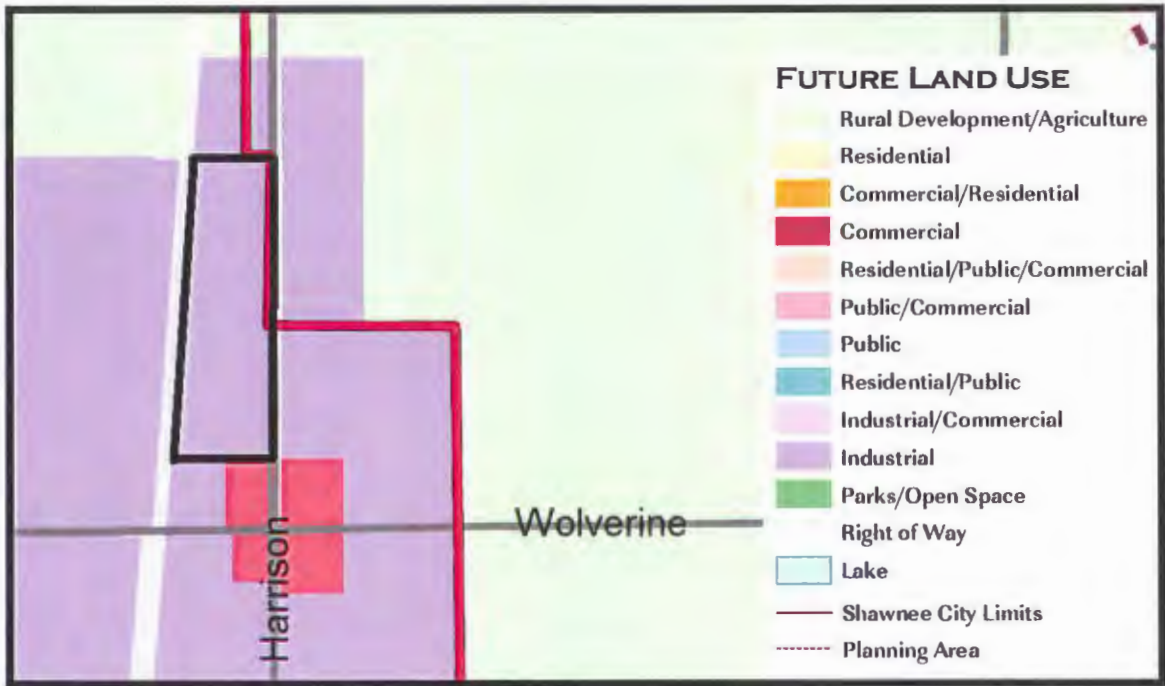


Figure 3: Future Land Use Map – approximate total area outlined in black.

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 878-1616 with any questions.

APPLICANT The Land Run Group, LLC
APPLICANT ADDRESS 201 West 9th Street, Shawnee, OK 74801
APPLICANT PHONE NUMBERS (405) 273-4222
EMAIL ADDRESS jlandes@landrungrp.com
NAME OF PLAT North Harrison Industrial Park Section 1
LOCATION Highway 18 / Harrison & Wolverine Road
NUMBER OF ACRES 30.06 NUMBER OF LOTS 1

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$325.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 1 \$328.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS
TOTAL COST \$328.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$325.00
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 UFP Western Division, Inc
ADDRESS 2801 East Beltline Avenue NE, Grand Rapids, MI 49525
CONTACT NUMBERS (616) 365-1578
EMAIL ADDRESS jtichelaxr@ufpi.com

PROJECT ENGINEER INFORMATION:

NAME Land Run Engineering, LLC Stephen Landes, PE
ADDRESS 201 West 9th Street, Shawnee, OK 74801
CONTACT NUMBERS (405) 273-4222
EMAIL ADDRESS slandes@landrungrp.com

FOR STAFF USE ONLY

PROJECT NUMBER: 180331 CASE NUMBER: 507-15

DATE: 4-6-15 AMOUNT PAID: \$328.00 RECEIPT NO. 1723382

Regular Board of Commissioners

12.

Meeting Date: 06/15/2015

S08-15 Final Plat

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of approval of a Final Plat for Kickapoo Plaza located at Kickapoo Street, north of MacArthur Street. Case #S08-15 Applicant: The Landrun Group, LLC

Attachments

S08-15 Final Plat

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: The Landrun Group, LLC
FOR: Final Plat for Kickapoo Plaza
LOCATION: Kickapoo Street, North of MacArthur Street,
Shawnee, OK
PROJECT# 150328 CASE# S08-15

PLANNING COMMISSION MEETING DATE: June 3rd, 2015

PLANNING COMMISSION RECOMMENDATION: Approval w/ following conditions:

1. Final construction documents must be approved by the City Engineer concurrent prior to site development.
2. The final engineering drainage plan must be approved by the City Engineer prior to site development.
3. Prior to recording of the final plat, all required utility easements and cross-access easements shall be appropriately noted on the plat.
4. Six (6') foot sidewalk required along Kickapoo Street and shall be constructed as each lot is built-out in accordance with the adopted rules.
5. A landscaping plan shall be submitted concurrent with building permit submittal.
6. Submittal of appropriate documentation associated with cross-access agreements shall be required.
7. All other applicable City standards apply.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
CLINARD						ABSENT
KERBS	X		X			
BERGSTEN (CHAIRMAN)			X			
COWEN (VICE-CHAIRMAN)			X			
KIENZLE		X	X			
AFFENTRANGER			X			

RESPECTFULLY SUBMITTED,

Cheyenne Lincoln
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 – Kickapoo Plaza

Final Plat – Case #S08-15

TO: Shawnee Planning Commission
AGENDA: June 3, 2015
RE: Kickapoo Plaza Final Plat

PROPOSAL

The applicant is requesting Final Plat approval for three (3) lots located north of MacArthur Street on Kickapoo Street. This site was previously a portion of the Villagio Addition Phase II. The property was appropriately amended to an updated Planned Unit Development (PUD) by City Commission on May 18th, 2015. The Preliminary Plat was also approved by City Commission on May 18th, 2015 with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineering drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. Six (6') foot sidewalk required along Kickapoo Street.
4. Submittal of appropriate documentation associated with cross-access agreements.
5. All other applicable City standards apply.

GENERAL INFORMATION

Applicant	The Land Run Group, LLC
Owner(s)	B.A.S. Holdings, LLC
Site Location/Address	Kickapoo St. north of MacArthur St.
Current Site Zoning	PUD (Planned Unit Development)
Parcel Size	3.19 Acres
Proposed Use	Commercial Enterprise

Comprehensive Plan Designation	Residential/Public
Existing Land Use	Vacant
Surrounding Zoning	North: PUD (Villagio Medical Complex) South: C-3 (Dollar General) East: C-3 & R-1 West: C-3



Figure 1: Aerial view of site – approximate total area outlined in red.

STAFF REVIEW AND ANALYSIS

Kickapoo Plaza is a planned unit development with a concept to create three (3) individual lots to serve as commercial use. Lot 1, to the north, will maintain a common drive with the Villagio Addition to the north. This lot will potentially serve as a new location for Pizza Hut. Adequate parking is demonstrated on the lot, which is approximately one (1) acre in size. Lots 2 and 3 have no plans for development at this time.

Storm water drainage on Lot 1 will be detained in a detention pond on site and release at the pre-development rate, generally to the north-west. According to the Preliminary Plat, stormwater drainage on Lots 2 and 3 will first be directed to a proposed on-site private storm sewer and then directed to the storm sewer on Kickapoo Street.

Kickapoo Plaza is a three (3) lot development with all lots having frontage on Kickapoo Street. All lots are served by "existing" City water and sanitary sewer, but will require a six (6') foot sidewalk along Kickapoo Street.

Individual access drives will not work on this development. Therefore, common access agreements shall be established as shown on Preliminary and Final Plat. Three separate drives are shown as follows with the appropriate separation of 175':

1. Shared drive to the south with Dollar General.
2. Shared drive shown distributed evenly between Lots 2 and 3.
3. Shared drive to the north with the Villagio Addition.

Conditions have previously been placed requiring cross-access agreements to be shown on the PUD Design Statement, Preliminary Plat, and Final plat with all appropriate instrument numbers.

Staff has reviewed the Final Plat and does recommend approval, with conditions.

STAFF RECOMMENDATION

Staff does recommend approval of the Preliminary Plat, with the following conditions:

1. Final construction documents must be approved by the City Engineer concurrent prior to site development.
2. The final engineering drainage plan must be approved by the City Engineer prior to site development.
3. Prior to recording of the final plat, all required utility easements and cross-access easements shall be appropriately noted on the plat.
4. Six (6') foot sidewalk required along Kickapoo Street and shall be constructed as each lot is built-out in accordance with the adopted rules.
5. A landscaping plan shall be submitted concurrent with building permit submittal.

6. Submittal of appropriate documentation associated with cross-access agreements shall be required.
7. All other applicable City standards apply.

Attachments

- Figure 1: Aerial view of site
- Figure 2: Zoning Map
- Figure 3: Future Land Use Map
- Exhibit A: Preliminary Plat
- Exhibit B: Final Plat

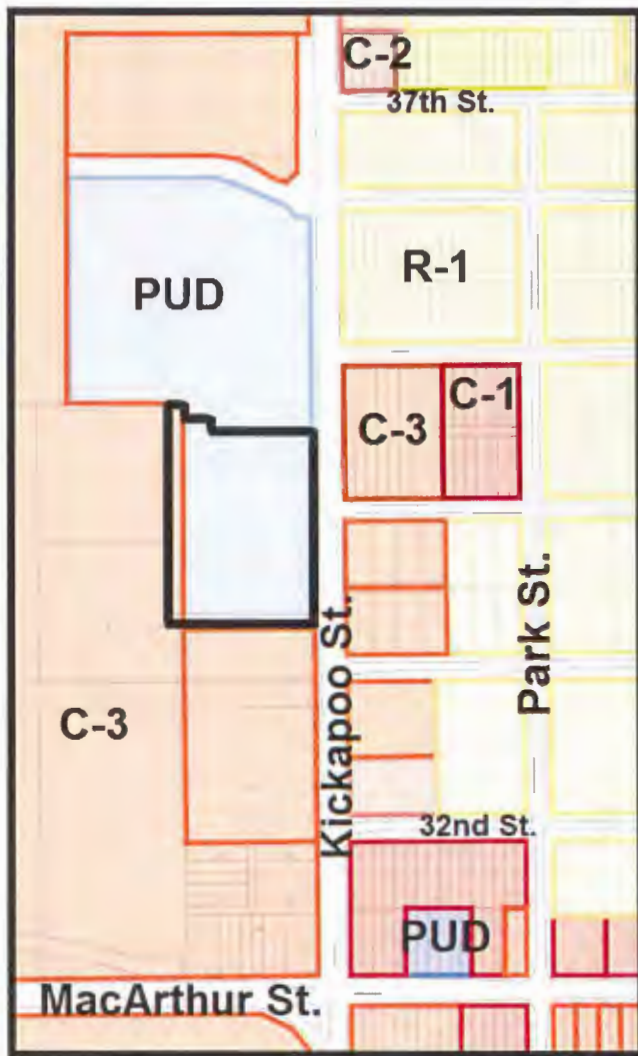


Figure 2: Zoning Map of site – approximate total area outlined in black.

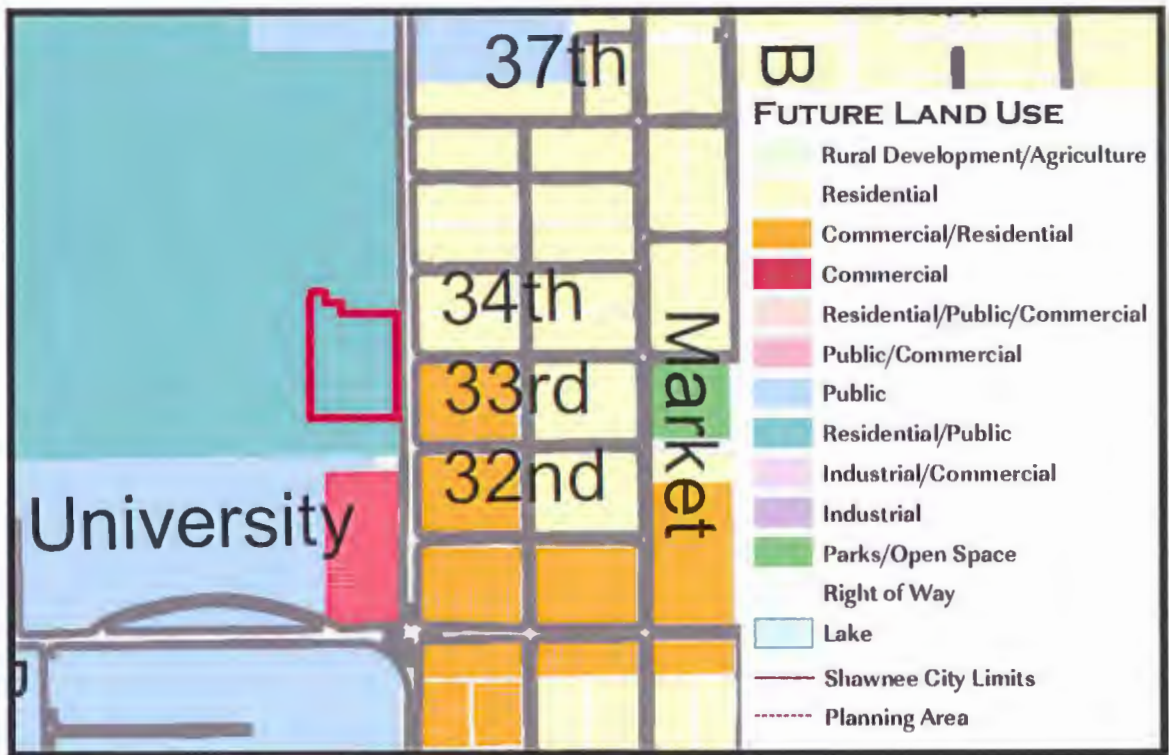


Figure 3: Future Land Use Map – approximate total area outlined in red.

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 878-1616 with any questions.

APPLICANT The LandRun Group, LLC
APPLICANT ADDRESS 201 West 9th Street, Shawnee, OK 74801
APPLICANT PHONE NUMBERS (405) 273-4222
EMAIL ADDRESS jlandes@landrungle.com
NAME OF PLAT Kickapoo Plaza Addition
LOCATION Kickapoo Street North of MacArthur
NUMBER OF ACRES 3.19 NUMBER OF LOTS 3

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$325.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 3 \$ 9.00
PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS _____
TOTAL COST \$ 334.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$325.00
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 Bergen Real Estate LLC
ADDRESS 1529 24th Avenue SW, Norman, OK 73072
CONTACT NUMBERS (405) 253-1213
EMAIL ADDRESS chrishuston@bergenfoods.net

PROJECT ENGINEER INFORMATION:

NAME LandRun Engineering, LLC Stephen Landes, P.E.
ADDRESS 201 West 9th Street, Shawnee, OK 74801
CONTACT NUMBERS (405) 273-4222
EMAIL ADDRESS slandes@landrungle.com

FOR STAFF USE ONLY

PROJECT NUMBER: 150328 CASE NUMBER: 508-15
DATE: 4-6-15 AMOUNT PAID: \$ 334.00 RECEIPT NO. 1723356

Regular Board of Commissioners

13.

Meeting Date: 06/15/2015

Resolution for BP Housing

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider a resolution of support indicating favorable consideration for a tax credit award to BP Union Affordable Housing Partners LP for the following project: twenty-four (24) single-family detached units in the 3500 Block (approximate) of N. Union Street.

Attachments

BP Tax Credit Reso

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE CONSTRUCTION OF TWENTY-FOUR (24) NEW UNITS OF A HOUSING DEVELOPMENT BY BP UNION AFFORDABLE HOUSING PARTNERS LP LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, OKLAHOMA; AND SUPPORTING FAVORABLE CONSIDERATION BE GIVEN FOR TAX CREDIT AWARD FOR THIS DEVELOPMENT.

BE IT RESOLVED:

WHEREAS, BP Union Affordable Housing Partners LP, is proposing to construct Twenty-four (24) new units of a housing development be located in the limits of the of the City of Shawnee. Said development will be for families, and is proposed to be located at:

Four contiguous tracts of land, beginning approx. 300 Feet north the intersection of N Union St and E. McArthur St. Being: A part of Lot Twenty-two (22), Kelly's Addition to the City of Shawnee, Oklahoma, according to the recorded plat thereof, more particularly described as commencing at the Northwest corner of said Lot 22; thence S88°57'23"E along the North Line of said Lot 22 a distance of 320.00 feet to the point of beginning; thence continuing S88°57'23"E a distance of 239.00 feet; Thence S00°00'22"W a distance of 331.76 feet; Thence N88°46'32"W along the South line of Lot 22, a distance of 397.00 feet; thence N00°00'00"E a distance of 194.51 feet; Thence S88°57'23"E a distance of 158.01 feet; Thence N00°00'00"E a distance of 136.00 feet to the Point of Beginning. Containing 2.35 acres more or less. Shawnee, OK 74804

And:

A tract of land described as beginning 134 feet south of the Northwest Corner of Lot Twenty-One (21), KELLEY'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma; Thence East a distance of 85.00 feet; Thence North a distance of 134.00 feet; Thence East a distance of 285.00 feet; Thence South a distance of 330.00 feet; Thence West a distance of 370.00 feet; Thence North a distance of 196.00 feet to the Point of Beginning. Containing 2.55 acres more or less. Shawnee, OK, 74804.

And:

A tract of land described as being, KELLEY'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma; The West 25.00 feet of vacated Philadelphia Street Adjacent to Lot 22; and the East 51 feet of said Lot 22. Shawnee, OK, 74804.

And:

A tract of land described as beginning at the Northwest Corner of Lot Twenty-Three (23), KELLEY'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma; Thence East a distance of 162.00 feet; Thence South a distance of 64.00 feet; Thence West a distance of 162.00 feet; Thence North a distance of 64.00 feet to the Point of Beginning, containing 0.24 acres more or less, according to the recorded plat thereof. Shawnee, OK, 74804.

and

WHEREAS, the City supports economic development and promotes affordable housing for the benefit of the citizens of Shawnee.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSIONERS of Shawnee that the City Commissioners supports favorable consideration to be given for a tax credit award for this Development.

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with Shawnee's affordable housing strategies and comprehensive plan.

PASSED AND APPROVED this 15th day of June, 2015.

WES MAINORD, MAYOR

ATTEST:

(SEAL)

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 15th day of June, 2015, by the City Attorney, Mary Ann Karns.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 06/15/2015

Muni Judge Ord

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending Section 12-51 of the Shawnee Municipal Code relating to qualifications of Judge. *(Carryover from June 1, 2015 City Commission meeting.)*

Attachments

Muni Judge Memo

Muni Judge Ord

MEMORANDUM

To: Mayor and City Commissioners
From: Mary Ann Karns, City Attorney
Re: Ordinance – Municipal Judge Qualifications
Date: June 1, 2015

Our ordinance on the qualifications for Municipal Judge is more restrictive than state law. Our ordinance requires that the Judge be a resident of the City.

State law allows other conditions. Among them are that the individual have a permanent office for the practice of law within the City.

In advertising for the vacant position of Municipal Judge, we have received inquiries from at least one attorney who lives immediately outside the city limits. This individual has had a permanent office here for many years, has rental properties here and a child attending Shawnee Schools. There may be other interested individuals who have the same situation.

After consultation with the Mayor and City Manager, I am recommending that we require either residency or the permanent maintenance of an office for the practice of law within the City.

Ordinance No. _____

AN ORDINANCE AMENDING SECTION 5 ORDINANCE 2520; MUNICIPAL COURTS BY CHANGING RESIDENCY REQUIREMENTS FOR MUNICIPAL JUDGE. PROVIDING FOR REPEAL, PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

WHEREAS, Section 5 of Ordinance 2520 requires that the Municipal Judge be a resident of the City of Shawnee; and

WHEREAS, the Mayor and City Commissioners find that such a requirement inhibits its ability to recruit candidates for the post of Municipal Judge; and

WHEREAS, the Mayor and City Commissioners find that an alternate to residency should be a maintenance of a permanent office for the practice of law within the City; and

WHEREAS, the laws of the State of Oklahoma regarding the establishment of Municipal Courts allows the appointment of an individual who maintains a permanent office in the municipality, 11 O.S. Sec. 27-104(B)(2):

NOW, THEREFORE, SECTION 12 OF THE SHAWNEE MUNICIPAL CODE IS HEREBY AMENDED AS FOLLOWS:

SECTION 5: *Judges.*

The number of judges for Municipal Court will be determined by the Commission. In addition to a Chief Judge, the Commission may appoint such Associate Judges as it determines. In this Chapter, the word "judge" will include "associate judge," unless the context shows otherwise. The judge will be appointed by the Mayor, with the consent of the Commission. The name of the proposed appointee will be submitted in writing to the board at the next to the last regularly scheduled meeting prior to the day upon which the appointment is to take effect, and will be acted upon at the next regularly scheduled meeting. The judge will be licensed to practice law in Oklahoma. He will serve for a term of two (2) years, said term expiring on June 30 of even years, and until his successor is appointed and qualified, unless removed by the vote of a majority of all members of the Commission as provided in this Article. Any appointment to fill a vacancy will be for the unexpired term. Nothing in the provisions of this section will be construed to prevent the judge from engaging in the practice of law in any other court during his tenure of office, but he will not accept employment inconsistent with his duties as judge or arising out of facts which give rise to or are connected with cases within the jurisdiction of the court pending in the court or that might become the subject of proceedings in the court. He must be a resident of this city or maintain a permanent office for the practice of law within the City. He may serve as judge of other municipal courts, if such service may be accomplished consistently with his duties as judge of this court, with the consent of the city commission.

The judge will be paid a salary to be fixed by the Commission. The commission may, in its discretion, provide the judge with benefits offered to city employees.

Section 1. REPEALER. All ordinances in conflict herewith are hereby repealed.

Section 2. CODIFICATION. This ordinance shall be codified in Chapter Two, Article II, Division 1 of the Shawnee Municipal code with a section number set by the codifier.

Section 3. SEVERABILITY. If any part, article, section, or subsection of this ordinance shall be held invalid or unconstitutional for any reason, such holding shall not be construed to impair or invalidate the remainder of this ordinance, notwithstanding such holding.

Section 4. EMERGENCY. It being immediately necessary for the preservation of the public peace, health, safety, and welfare of the City of Shawnee and the inhabitants thereof that this ordinance be put into full force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of June, 2015.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

(SEAL)

Emergency separately approved this ____ day of _____, 2015:

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of _____, 2015.

MARY ANN KARNES
CITY ATTORNEY

Regular Board of Commissioners

15.

Meeting Date: 06/15/2015

06/2015 Sales Tax

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received June 2015.

Attachments

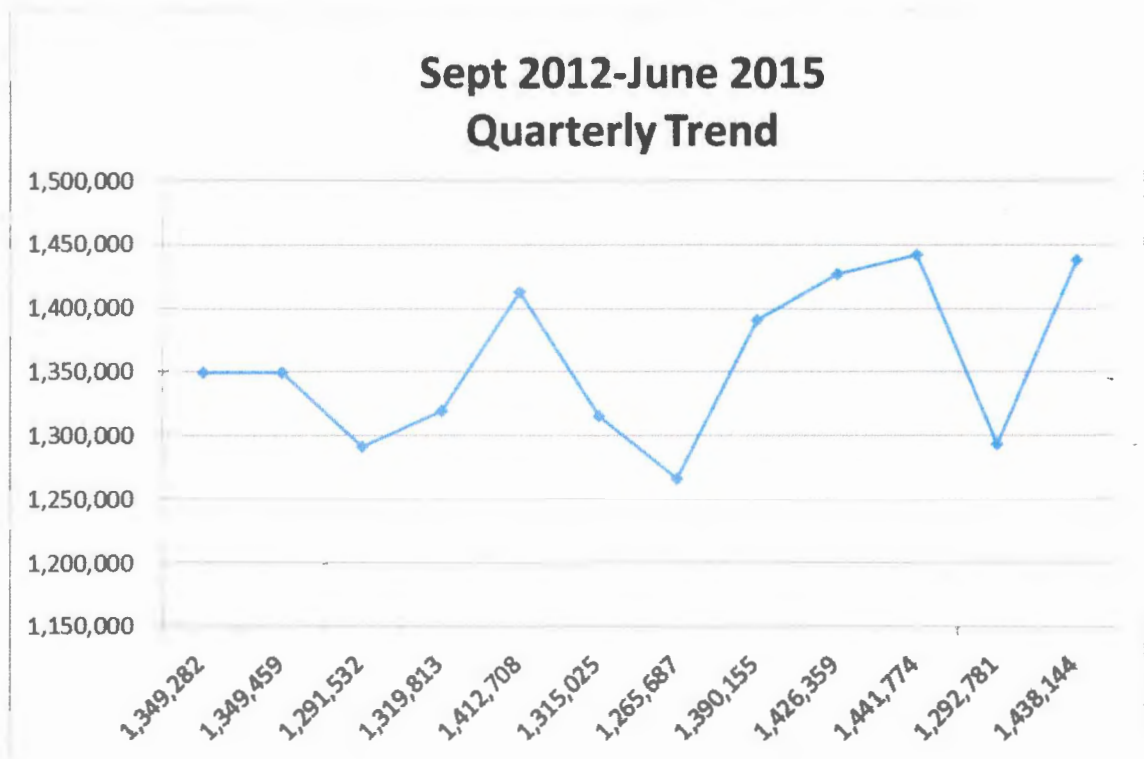
06/2015 Sales Tax

City of Shawnee Memorandum

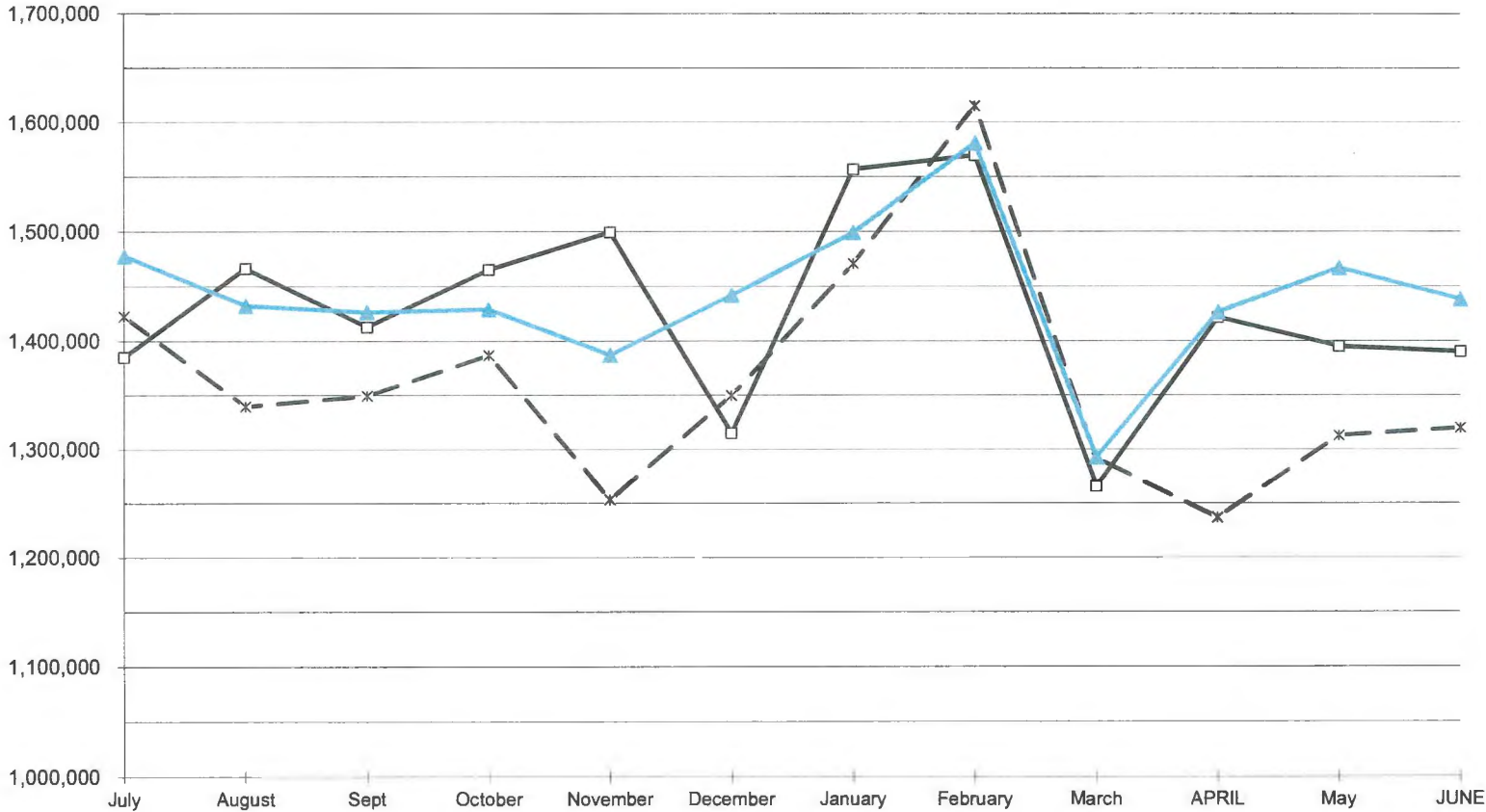


To: Mayor and City Commissioners
CC: Justin Erickson, Interim City Manager
From: Cynthia R Sementelli, Finance Director
Date: June 8, 2015
Re: City Sales Tax Report

June sales tax collected was \$1,438,144 which was 3.45% over last year. We are 8% or \$118,331 over June 2013 figures. Overall we are up \$155,564 for the fiscal year.



Sales Tax -July 2012-June 2015



—x— July 2012 through June 2013
—□— July 2013 through June 2014
—△— July 2014 through June 2015

	July 2012	July 2013	July 2014	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	June 2013	June 2014	June 2015	Amount	Percentage
July	1,422,363	1,385,055	1,477,552	92,498	6.68%
August	1,339,539	1,466,250	1,432,227	(34,023)	(2.32%)
Sept	1,349,282	1,412,708	1,426,359	13,651	0.97%
October	1,386,657	1,465,063	1,428,921	(36,142)	(2.47%)
November	1,253,140	1,499,183	1,386,855	(112,328)	(7.49%)
December	1,349,459	1,315,025	1,441,774	126,749	9.64%
January	1,470,565	1,556,616	1,499,067	(57,550)	(3.70%)
February	1,615,070	1,569,453	1,580,604	11,151	0.71%
March	1,291,532	1,265,687	1,292,781	27,093	2.14%
APRIL	1,236,564	1,421,540	1,426,451	4,911	0.35%
May	1,312,710	1,394,972	1,466,536	71,564	5.13%
JUNE	1,319,813	1,390,155	1,438,144	47,989	3.45%
Total	16,346,694	17,141,706	17,297,270	155,564	0.91%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		17,141,706	17,297,270	155,564	0.91%
Removed the one time hit in Feb 2013					

Regular Board of Commissioners

18.

Meeting Date: 06/15/2015

Enter Exec Session Judge

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to enter into executive session for the purpose of reviewing applications on candidates related to the hiring of a municipal judge pursuant to 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

19.

Meeting Date: 06/15/2015

Exec Session Judge Discuss

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and possible action on matters discussed in executive session for the purpose of reviewing applications on candidates related to the hiring of a municipal judge pursuant to 25 O.S. §307(B)1 "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee".
