

AGENDA
BOARD OF CITY COMMISSIONERS
June 17, 2013 AT 6:30 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION - LORD'S PRAYER LED BY MAYOR MAINORD

FLAG SALUTE

1. Consider approval of Agenda:
2. Consider approval of Consent Agenda:
 - a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 21.
 - b. Minutes from the June 3, 2013 regular meeting rescheduled for June 10, 2013
 - c. Budget Amendments – to adjust revenue to be in line for year end
 - Fund 113 \$ 773
 - Fund 112 \$105,000
 - Fund 108 \$ 20,000
 - Fund 107 \$ 20,000
 - Fund 106 \$200,000
 - Fund 104 \$ 25,000
 - Fund 102 \$ 40,500

Budget Amendment – to transfer money to Street and Alley Fund to get it out of a negative fund balance
General Fund \$175,000

Budget Amendment – to adjust budget for overruns in the individual departments
General Fund \$154,350
 - d. Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Leslyie Javonna Stewart.
 - e. Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Cindy Gibson.
 - f. Acknowledge the following minutes and reports:
 - Planning Commission minutes from May 1, 2013
 - License Payment Report for May 2013
 - Project Payment Report for May 2013

3. Commissioners Comments

4. Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

5. Presentation of Employee of the Month by Brian McDougal, City Manager to Cheyenne Lincoln, Customer Service.

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

RECONVENE

6. Public hearing and consideration of an ordinance rezoning property located at East MacArthur West of North Bryan from A-1; Agricultural to R-1; Single Family Residence. Case #P04-13 Applicant: Greg Brown Homes, LLC

7. Consideration of approval of a preliminary plat for Wyndemere Addition located at East MacArthur, West of North Bryan.
Case #S05-13 Applicant: Greg Brown Homes, LLC

8. Public hearing and consideration of an ordinance rezoning property located at the Southwest Corner of Bryan and Bradley from A-1; Agricultural to R-1; Single Family Residential. Case #P06-13 Applicant: Vialo Weis, Jr, Oklahoma Conference Corp of Seventh-Day Adventists

9. Public hearing and consideration of an ordinance with a conditional use permit for property located at 14702 Patterson Road, changing zoning from A-1; Agricultural to A-1P; Agricultural with a Conditional Use Permit. Case #P07-13 Applicant: Kim Blakley

10. Public hearing and consideration of an ordinance rezoning property located on Main Street between Minnesota and McKinley from I-2; Light Industrial and C-3; Automotive, Commercial and Recreation to C-4; Central Business (Downtown). Case #P08-13 Applicant: City of Shawnee

11. Public hearing and consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2013 through June 30, 2014 finding all things requisite and necessary have been done in preparation and presentation of budget.

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

Master Plan DB AND DC

13. Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; and declaring an emergency. (CMO DH SI)

14. Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; and declaring an emergency. (CMO DH)
15. Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; and declaring an emergency. (DB)
16. Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; and declaring an emergency. (DC)
17. Consider a resolution authorizing approval of an Engineering Agreement between ODOT and the COS for engineering and design services for the Kickapoo Paving Project from the Spur to Farrall.
18. Consider a resolution of support for the Absentee Shawnee Housing Authority for low income housing tax credits.
19. Acknowledge Sales Tax Report received June 2013.
20. City Manager Report
21. Consider Bids:
 - a. Emergency Cleanup of Storm Debris COS-EM-13-05
(Open and Award)
22. New Business

(Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
23. Administrative Reports, including but not limited to:
 - a. Status on Sidewalk Projects
24. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 06/17/2013

Open Bid Documents

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 21.

Regular Board of Commissioners

2. b.

Meeting Date: 06/17/2013

Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Minutes from the June 3, 2013 regular meeting rescheduled for June 10, 2013

Attachments

Minutes 6-10-13

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JUNE 3, 2013 AT 6:30 P.M.
RESCHEDULED TO JUNE 10, 2013 AT 6:30 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in rescheduled Regular Session in the Commission Chambers at City Hall, 9th and Broadway, Shawnee, Oklahoma, Monday, June 10, 2013 at 6:30 p.m., pursuant to notice duly posted as prescribed by law. Mayor Mainord presided and called the meeting to order. Upon roll call, the following members were in attendance.

Wes Mainord

Mayor

Absent

Commissioner Ward 1

Linda Agee

Commissioner Ward 2

James Harrod

Commissioner Ward 3-Vice Mayor

Keith Hall

Commissioner Ward 4

John Winterringer

Commissioner Ward 5

Absent

Commissioner Ward 6

ABSENT: Pam Stephens, Steve Smith

INVOCATION

Lord's Prayer led by Mayor Mainord

FLAG SALUTE

Led by Commissioner Harrod

AGENDA ITEM NO. 1:

Consider approval of Agenda.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve the Agenda. Motion carried 5-0.

AYE: Harrod, Hall, Winterringer, Agee, Mainord

NAY: None

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 9
- b. Minutes from the May 20, 2013 regular meeting (recessed until May 28, 2013) and the Emergency Called meeting May 23, 2013
- c. Acknowledge the following minutes:
 - Shawnee Civic and Cultural Development Authority minutes from April 18, 2013
 - Shawnee Urban Renewal Authority minutes from April 2, 2013
- d. Approve renewal of the following agreements for FY 2013-2014:
 - 1. Independent School District No. 93 for maintenance of tennis courts.
 - 2. Pottawatomie County District Court to establish, develop and implement programs for juvenile misdemeanor offenders.
 - 3. Gordon Cooper Technology Center District No. 5 to provide repaving and repair of public roadways and parking lots used by students, faculty, employees and patrons of GCTC.
 - 4. Agreement with Youth and Family Resource Center, Inc. (Hope House) for Juvenile Services.
 - 5. Agreement to provide police officers for Shawnee High School and Middle School.
 - 6. Fingerprint Service for Housing Authority.
 - 7. Governmental Services contract with the Shawnee Civic and Cultural Development Authority.
 - 8. Animal shelter facility agreement with Town of McLoud.
 - 9. Pottawatomie County Public Safety Center Jail Services Agreement.
 - 10. Project H.E.A.R.T., Inc. for providing meals to elderly persons.
 - 11. Renewal and upgrade of service agreement with Southwestern Bell Telephone Company, d/b/a AT&T Oklahoma for Enhanced 9-1-1 Service
 - 12. Contract with Blackboard Connect
- e. Mayor's Appointments:

Airport Advisory Board

Clifton Barger Appointment 1st Full Term Expires 7/1/2016
Replaces Mike Adcock, Termed out

Kevin Huddleston Appointment 1st Full Term Expires 7/1/2016
Replaces Jack Barrett, Termed out

Zoning Board of Adjustment

Jim L. Cooper Appointment 1st Full Term Expires 6/1/2016
Replaces Paul Bass, Termed Out

Matt Thomas Appointment 1st Full Term Expires 6/1/2016
Replaces Dennis Morris, Termed Out

Planning Commission

Link Cowen Appointment 1st Partial Term Expires 6/1/2014
Replaces Taylor Prince

- f. Authorize Water's Edge Aquatic Design to proceed with construction documents and bid documents.
- g. Authorize staff to advertise for bids for debris removal service.
- h. Declare American Signal Corp. a sole source vendor and approve their proposal for conversion of our Federal Signal Telephone line controlled outdoor warning sirens to radio control.
- i. Acceptance of donation of land located on Tucker Street from the Harrison Center, Ltd. and authorization of letters of donation.
- j. Accept Improvements to Sewer Lift Station located at the intersection of Acme Road and MacArthur Street and place maintenance bond into effect.

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve the Consent Agenda Item Nos. a-j. Motion carried 5-0.

AYE: Hall, Harrod, Mainord, Winterringer, Agee
NAY: None

AGENDA ITEM NO. 3:

Commissioners Comments

Commissioner Agee stated that she did not feel it was appropriate to spend money for signage for a bike route until we take care of the sidewalks in Shawnee. She was concerned about our residents using wheelchairs and other devices for transportation and felt it was dangerous for them to travel on broken or non-existent sidewalks. She requested the City Manager give an administrative report on sidewalks at the next meeting. City Attorney Karns reported that all sidewalks being constructed are built to American with Disability Act (ADA) standards. She also informed that motorized wheelchairs or scooters can be used on roadways, preferably next to the curb. However, wheelchairs or devices without motors cannot use roadways.

COMMISSIONER SMITH ARRIVES AT 6:40 P.M.

Vice Mayor Harrod stated that he had the opportunity to discuss recycling with various individuals during his recent trip to Alaska. He said he spoke with people from different parts of the county and while each person indicated that recycling was provided in their communities, they also said it was not being used by most people in their communities.

The Mayor Mainord shared that he had received twelve letters from grade school children in Austin, Texas wishing Shawnee well and praying for our community after the recent tornado.

AGENDA ITEM NO. 4:

Citizens Participation

(A three minute limit per person)

(A twelve minute limit per topic)

Mr. Michael Affentranger, Chairman of the Board for the Absentee Shawnee Housing Authority Board of Commissioners, requested approval for low income tribal housing which will be an item on the June 17, 2013 agenda. He stated that the complex will be elder housing consisting of 25 units, a storm shelter and walking trails.

Ms. Darinda McElfresh shared her story regarding two vicious dogs that entered her backyard and attacked her dogs. She stated that some dogs do not deserve second chances and requested that the Judge be allowed to order

euthanasia for first offenses if the dog presents a repeated danger to people or property.

AGENDA ITEM NO. 5:

Discussion, consideration and possible action to enter into a Permit in Lieu of Franchise with Unite Private Network for placing equipment in the Rights of Way of the City of Shawnee in order to provide services to Shawnee Public Schools.

Steve Wilson with Unite Private Network stated this project was to provide fiber networks that would connect Shawnee Public Schools.

A motion was made by Commissioner Agee, seconded by Vice Mayor Harrod, to approve a Permit in Lieu of Franchise with Unite Private Network for placing equipment in the Rights of Way of the City of Shawnee in order to provide services to Shawnee Public Schools. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 6:

Discussion, consideration and possible action on an Ordinance granting a permit in lieu of franchise to Unite Private Network for the use of the rights of way of the City of Shawnee for the purpose of providing Wide Area Network Services to the Shawnee Public Schools; providing for permits; providing for a fee; providing other measures for operations in the City of Right of way, all as more fully set out in the permit; authorizing the appropriate city officials to execute the permit; providing for severability; providing for codification and declaring an emergency.

A motion was made by Commissioner Hall, seconded by Commissioner Agee, to approve an ordinance granting a permit in lieu of franchise to Unite Private Network for the use of the rights of way of the City of Shawnee for the purpose of providing Wide Area Network Services to the Shawnee Public Schools; providing for permits; providing for a fee; providing other measures for

operations in the City of Right of way, all as more fully set out in the permit; authorizing the appropriate city officials to execute the permit; providing for severability; providing for codification and declaring an emergency.

Ordinance No. 2501NS was introduced.

AN ORDINANCE GRANTING A PERMIT IN LIEU OF FRANCHISE TO UNITE PRIVATE NETWORK, LLC, FOR THE USE OF THE RIGHTS OF WAY OF THE CITY OF SHAWNEE FOR THE PURPOSE OF PROVIDING WIDE AREA NETWORK SERVICES TO THE SHAWNEE PUBLIC SCHOOLS; PROVIDING FOR PERMIT; PROVIDING FOR A FEE; PROVIDING OTHER MEASURES FOR OPERATIONS IN THE CITY OF RIGHT OF WAY, ALL AS MORE FULLY SET OUT IN THE PERMIT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE PERMIT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND DECLARING AN EMERGENCY.

Motion carried 6-0.

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

NAY: None

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve emergency clause relating to Ordinance No. 2501NS. Motion carried 6-0.

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

NAY: None

Ordinance No. 2501NS was adopted by the City Commission.

AGENDA ITEM NO. 7:

Discussion, consideration and possible action of an Ordinance Amending Section 5-3 of the Shawnee Municipal Code related to Vicious Dogs; deleting the requirement of a second violation before euthanasia;

providing for repealer; providing for severability; and declaring an emergency.

A motion was made by Vice Mayor Harrod, seconded by Commissioner Hall, to approve an ordinance amending Section 5-3 of the Shawnee Municipal Code related to Vicious Dogs; deleting the requirement of a second violation before euthanasia; providing for repealer; providing for severability; and declaring an emergency.

Ordinance No. 2502NS was introduced.

AN ORDINANCE REPEALING AND AMENDING SECTION 5-3(A) OF THE SHAWNEE MUNICIPAL CODE, "VICIOUS ANIMALS," BY DELETING A REQUIREMENT OF A SECOND VIOLATION BEFORE EUTHANIZATION OF A VICIOUS ANIMAL; PROVIDING FOR REPEALER, PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

Motion carried 6-0.

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

A motion was made by Commissioner Hall, seconded by Vice Mayor Harrod, to approve emergency clause relating to Ordinance No. 2502NS. Motion carried 6-0.

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

Ordinance No. 2502NS was adopted by the City Commission.

AGENDA ITEM NO. 8:

Consider Bids:

- a. Exterior Restoration, Exterior Painting, and Window Replacement for the Shawnee Municipal Auditorium Building (Open)

Director of Operations James Bryce advised that no bids were received and stated his intention to rebid the project.

AGENDA ITEM NO. 9

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. 10:

Administrative Reports

There were no Administrative Reports.

AGENDA ITEM NO. 11:

Adjournment

There being no further business to come before the meeting, a motion was made by Commissioner Winterringer, seconded by Commissioner Hall, that the meeting be adjourned. Motion carried 6-0. (7:05 p.m.)

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

NAY: None

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Regular Board of Commissioners

2. c.

Meeting Date: 06/17/2013

Budget Amendments

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Budget Amendments – to adjust revenue to be in line for year end

Fund 113 \$ 773

Fund 112 \$105,000

Fund 108 \$ 20,000

Fund 107 \$ 20,000

Fund 106 \$200,000

Fund 104 \$ 25,000

Fund 102 \$ 40,500

Budget Amendment – to transfer money to Street and Alley Fund to get it out of a negative fund balance
General Fund \$175,000

Budget Amendment – to adjust budget for overruns in the individual departments
General Fund \$154,350

Attachments

Budget Amendments

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
113	4107			DRUG FORFETETURE	-	773.00	773.00
				Total		773.00	773.00

Appropriations

[illegible]

Approved by the City Commission this

TO ADJUST REVENUE TO BE IN LINE FOR YEAR END

Approved:

Mayor

Attest:

Posted By	Date	BA#	Pkt.#
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Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
112	4008			AD VALOREM	50,000.00	105,000.00	155,000.00
				Total		105,000.00	155,000.00

Appropriations

[illegible]

Approved by the City Commission this

TO ADJUST REVENUE TO BE IN LINE FOR YEAR END

Approved:

Mayer

Attest:

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

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
107	4001			SALES TAX	343,118.00	20,000.00	363,118.00
				Total		20,000.00	363,118.00

Appropriations

[illegible]

Approved by the City Commission this

TO ADJUST REVENUE TO BE IN LINE FOR YEAR END

Approved:

Mayın

Attest:

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

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
107	4001			SALES TAX	343,118.00	20,000.00	363,118.00
				Total		20,000.00	363,118.00

Appropriations

[illegible]

Approved by the City Commission this

TO ADJUST REVENUE TO BE IN LINE FOR YEAR END

Approved:

Mayor

Attest:

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

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations

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

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
104	4001			SALES TAX	283,228.00	25,000.00	308,228.00
			Total			25,000.00	308,228.00

Appropriations

[illegible]

Approved by the City Commission this

TO ADJUST REVENUE TO BE IN LINE FOR YEAR END

Approved:

Mayor

Attest:

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

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
102	4012			E-911 TAX	205,000.00	40,500.00	245,500.00
				Total		40,500.00	245,500.00

Appropriations

[illegible]

Approved by the City Commission this

TO ADJUST REVENUE TO BE IN LINE FOR YEAR END

Approved:

Mayor

Attest:

Posted By	Date	BA#	Pkt.#
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Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-50305602			TRANSFER TO STREET & ALLEY	-	175,000.00	175,000.00
				Total		175,000.00	175,000.00

Appropriations

[illegible]

Approved by the City Commission this

TO TRANSFER MONEY TO STREET AND ALLEY FUND TO GET IT OUT OF A NEGATIVE FUND BALANCE

Approved:

Mayor

Attest:

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

City of Shawnee
Budget Amendment
General Fund
June 17, 2013

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	4101			grants	100,000.00	85,000.00	185,000.00
001	4002			use tax	922,000.00	69,350.00	991,350.00
						-	-
						-	-
				Total		154,350.00	1,176,350.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0130-5201			office and computer equipment	500.00	2,500.00	3,000.00
001	5-0130-5115			OMRF Retirement	32,343.50	5,000.00	37,343.50
001	5-0210-5103			Part time salaries	7,500.00	2,500.00	10,000.00
001	5-0210-5201			office and computer equipment	3,500.00	1,750.00	5,250.00
001	5-0210-5353			Legal Advertising	-	2,000.00	2,000.00
001	5-0320-5102			Overtime	2,500.00	15,000.00	17,500.00
001	5-0320-5250			Other materials	1,000.00	1,500.00	2,500.00
001	5-0320-5378			Other Misc Services	500.00	3,000.00	3,500.00
001	5-0510-5365			Christmas parade expenes	-	3,900.00	3,900.00
001	5-0510-5351			software support	3,800.00	3,200.00	7,000.00
001	5-0620-5325			telephone	12,500.00	11,500.00	24,000.00
001	5-0620-5304			repair and maint-vehcile	75,000.00	8,000.00	83,000.00
001	5-0630-5210			Fuel and Lubricants	9,000.00	2,000.00	11,000.00
001	5-0640-5320			natural gas	1,000.00	2,500.00	3,500.00
001	5-0640-5101			Salaries	128,830.00	10,000.00	138,830.00
001	50650-53589			Training	1,000.00	7,500.00	8,500.00
001	5-0660-5145			Unemployment	-	7,500.00	7,500.00
001	5-0920-5303			repair and maint	27,008.00	5,000.00	32,008.00
001	5-0940-5304			repair and maint-vehcile	5,000.00	7,500.00	12,500.00
001	5-1210-5113			health insurance	35,000.00	10,000.00	45,000.00
001	5-1210-5378			misc	3,000.00	1,500.00	4,500.00
001	5-4010-5355			insurance	2,500.00	6,000.00	8,500.00
001	5-4010-5101			Salaries	180,466.14	30,000.00	210,466.14
001	5-4020-5302			reapir and maint	20000	5000	25000
					551,947.64	154,350.00	706,297.64

Approved by the City Commission this

to adjust budget for overruns in the individual departments

Approved:

Mayor

Attest:

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

Regular Board of Commissioners

2. d.

Meeting Date: 06/17/2013

Refund DB for L Stewart

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund refund of contributions from the Defined Contribution plan for Leslyie Javonna Stewart.

Regular Board of Commissioners

2. e.

Meeting Date: 06/17/2013

Retirement C Gibson

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund normal Retirement for Cindy Gibson.

Regular Board of Commissioners

2. f.

Meeting Date: 06/17/2013

Reports and Committee Minutes

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Planning Commission minutes from May 1, 2013
- License Payment Report for May 2013
- Project Payment Report for May 2013

Attachments

Planning Commission

License Payment Report

Project Payment Report

DATE: MAY 1, 2013

AGENDA ITEM NO.1: Roll Call

A quorum was declared present and the meeting was called to order.

ABSTAIN:

Chairman Turner opened the Citizens' Participation and asked if anyone would like to speak. No one came forward.

AGENDA ITEM NO. 4:

Case # P04-13 A public hearing for consideration of approval to rezone property from A-1; Agricultural to R-1; Residential for property located at East MacArthur, West of North Bryan

Applicant: Greg Brown Homes, LLC

Chairman Turner called for the staff report. Stephanie Clary presented the staff report. The proposed rezoning would allow for single family residential development, with 72 building lots. Staff recommended approval.

Chairman Turner asked applicant to step forward. Greg Brown answered questions from the Commissioners.

Chairman Turner asked if anyone for or against the proposal would like to speak. No one came forward.

Chairman Turner called for motion. Commissioner Carter made the motion to approve the rezoning request. Second made by Commissioner Bergsten.

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 5:

Case #S05-13 Consideration of approval of a preliminary plat for Wyndemere Addition located at East MacArthur, West of North Bryan

Applicant: Greg Brown Homes, LLC

Chairman Turner called for staff report. Stephanie Clary reported the development will occur in two phases. Two variance requests are being submitted; both concerning cul-de-sac's. Staff has no objections to the requests however, staff does have some conditions per the Engineering Department. Staff recommends approval of the Preliminary Plat.

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat – Phase I unless plat improvements are otherwise bonded for.
4. Common Area “A” and “B” shall be maintained by the developer or homeowner’s association.

Chairman Turner asked if anyone would like to speak for or against the proposal. No one came forward.

Chairman Turner called for motion. Commissioner Silvia made the motion to approve the Preliminary Plat with the variance and conditions as stated in Staff report. Seconded by Commissioner Hoster.

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 6:

Case #P05-13 Consideration of approval to rezone property from C-2; Suburban Office to a Planned Unit Development for property located at 1102 West MacArthur.

Applicant: Linda Brown, St Anthony Shawnee Hospital

Chairman Turner asked for Staff Report. Justin Erickson presented the staff report stating the rezone request is for a proposed expansion of the facility. Justin explained some of the deviations from City standards would include building height, parking and landscaping. Staff recommends approval of the St Anthony Shawnee Hospital planned unit development subject to nine conditions listed in the staff report.

Linda Brown, representing St Anthony Shawnee Hospital, answered questions from the Commission.

Chairman Turner asked if anyone would like to speak for or against the project. No one came forward.

Chairman Turner called for motion. Commissioner Carter made the motion to approve the Planned Unit Development subject to the nine the conditions as stated in the Staff report. Seconded by Commissioner Silvia.

Motion passed:

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

NAY:

ABSTAIN:

AGENDA ITEM NO. 7: **Discussion on Temporary Signage**

Justin Erickson gave a review from the March Planning Commission meeting when staff presented a proposal to update city codes regarding removal or replacement of temporary signage in the right-of-way. Commissioner Silvia recommended the Commission move forward with the changes as discussed and presented last month.

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

Justin Erickson stated he is looking at workshop dates to continue working on the Residential Code revisions. He reported on the Primrose Retirement Community facility open house which was well attended. And the memory care facility, Belfair, is almost complete. They are also planning to host an open house soon. Justin gave a brief report on the activities of several other commercial developments within Shawnee.

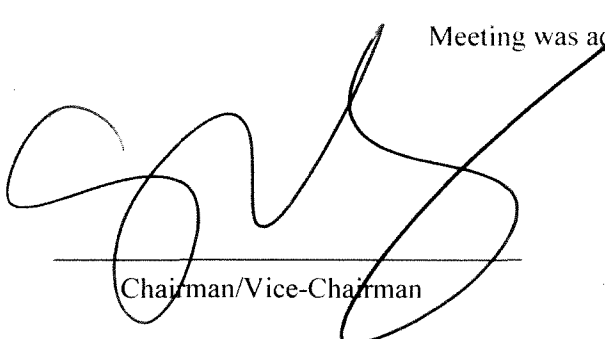
AGENDA ITEM NO. 9: **Commissioners Comments and/or New Business**

Chairman Turner announced there would be a meeting to discuss curbside recycling. The meeting will be held in the Commission Chambers on Monday, May 20, 2013 at 4:30pm.

AGENDA ITEM NO.10:

Adjournment

Meeting was adjourned.



Chairman/Vice-Chairman

Linda Burg
Linda Burg, Planning Commission Secretary

06/03/2013 3:24 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

PROJECT PAYMENT REPORT

PAGE: 4
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 5/01/2013 TO 5/31/2013
SORTED BY: PROJECT

** SEGMENT CODE TOTALS **

SEGMENT CODE	DESCRIPTION	TOTAL PAID
B1-NEW	BUILDING CONSTRUCTION NEW	3,094.69CR
B2-ADD	BUILDING CONSTRUCTION ADD	1,354.03CR
B3-REMODEL	BUILDING CONSTRUCTION REM	3,831.11CR
B4-OTHER	BUILDING CAPORT/SHELTER	710.88CR
E3-REMODEL	ELECTRICAL REMODEL/REPAIR	265.00CR
M3-REMODEL	MECHANICAL REMODEL/REPAIR	1,203.00CR
P3-REMODEL	PLUMBING REMODEL	465.50CR
X-BORE/CUT	BORING & PAVING CUT PERMI	50.00CR
X-DEMO	DEMOLITION PERMIT	200.00CR
X-SIGN	SIGN PERMIT	400.00CR
X-SWIMPOOL	SWIMMING POOL PERMIT	34.50CR
Z-BOAAPP	BOA APPLICATION	90.00CR
Z-CONDUSE	CONDITIONAL USE PERMIT	280.00CR
Z-OCCUP	OCCUPANCY PERMIT	150.00CR
Z-REZONING	REZONING REQUEST	280.00CR
TOTAL		12,408.71CR

06/03/2013 3:24 PM
STATUS: ALL
SEGMENT CODES: All
FEE CODES: All

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

PAGE: 6
PROJECTS: THRU ZZZZZZZZZZ
PAYMENT DATES: 5/01/2013 TO 5/31/2013
SORTED BY: PROJECT

** GENERAL LEDGER DISTRIBUTION **

FUND G/L ACCOUNT	ACCOUNT NAME	AMOUNT
001-2133	UBCC FEE PAYABLE	368.50CR
001-4202	BUILDING PERMITS	7,774.21CR
001-4203	PLUMBING PERMITS	780.00CR
001-4204	ELECTRICAL PERMITS	220.00CR
001-4205	ZONING PERMITS & APPLICATIONS	650.00CR
001-4206	HEATING & A/C PERMITS	1,140.00CR
001-4249	OTHER PERMITS	780.00CR
001-4822	OTHER MISC. REVENUE	46.00CR
101-4249	OTHER PERMITS	50.00CR
501-4510	WATER TAPS	600.00CR
799-1023	BANCFIRST GENERAL	12,408.71

Regular Board of Commissioners

5.

Meeting Date: 06/17/2013

Employee of the Month

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Presentation of Employee of the Month by Brian McDougal, City Manager to Cheyenne Lincoln, Customer Service.

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

RECONVENE

Regular Board of Commissioners

6.

Meeting Date: 06/17/2013

P04-13 Rezone

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance rezoning property located at East MacArthur West of North Bryan from A-1; Agricultural to R-1; Single Family Residence. Case #P04-13 Applicant: Greg Brown Homes, LLC

Attachments

Rezone P04-13

Ordinance

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: Greg Brown Homes, LLC

FOR: Rezone

LOCATION: East MacArthur, West of North Bryan

PROJECT#: 130355 Case# P04-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

A-1; Agricultural

REQUESTED CLASSIFICATION:

R-1; Residential

PROPOSED PROPERTY USE:

Single Family Dwelling

PLANNING COMMISSION MEETING DATE: June 5, 2013

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

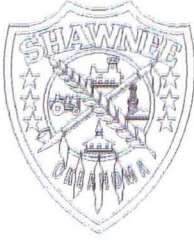
ACTION BY CITY COMMISSION:

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

UPDATED STAFF REPORT
REZONE
CASE #P04-13

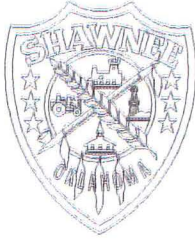
TO: Shawnee Planning Commission

AGENDA: June 5, 2013

RE: CASE #P04-13; Rezone Request, A-1 to R-1
Greg Brown Homes, LLC

PROPOSAL

This case was heard before the Planning Commission on May 1, 2013, when the rezoning application was approved and sent to City Commission. At the City Commission, it was discovered that due to an error by the title company, one adjoining property was not notified of the zone change. Due to questions, City Commission returned this case to the Planning Commission to allow the adjoining property owner an opportunity to address the commission.



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

STAFF REPORT
REZONE
CASE #P04-13

TO: Shawnee Planning Commission

AGENDA: May 1, 2013

RE: CASE #P04-13; Rezone Request, A-1 to R-1
Greg Brown Homes, LLC

PROPOSAL

The applicant is requesting to rezone the subject site of 26.35 acres (approximate) just west of the intersection of MacArthur Street and Bryan Street on the south side of MacArthur Street. The property is currently zoned A-1 (Agricultural) and the requested zoning classification is R-1 (Single Family Residential). The applicant wishes to construct a single-family residential development with 72 building lots. The property is currently vacant and has an agricultural/rural setting. It is adjacent to Grove School.

GENERAL INFORMATION

Applicant	Greg Brown Homes, LLC
Owner	Greg Brown Homes, LLC
Agent	Phil Hagen, PE
Site Location/Address	<i>See Figure 1</i>
Current Site Zoning	A-1 (Agricultural)
Parcel Size	26.35 Acres
Proposed Use	Residential Use
Comprehensive Plan Designation	Residential

Existing Land Use	Agricultural/Vacant
Surrounding Land Use	<u>North:</u> Residential, Public School <u>South:</u> Rural Residential <u>West:</u> Rural Residential, Vacant <u>East:</u> Commercial, Rural Residential
Surrounding Zoning	<u>North:</u> Agricultural <u>South:</u> Agricultural <u>West:</u> Agricultural <u>East:</u> Agricultural

STAFF ANALYSIS AND FINDINGS

The applicant is requesting approval for a zone change to facilitate the creation of a new residential development. The request for R-1, Single-Family Residential allows for single-family homes at a density of up to one home per 6,000 square feet. As proposed by the applicant, a total of 72 total lots are planned (see Case #S05-13).

The proposed development is currently surrounded by agriculturally-zoned land, but is near the intersection of MacArthur and Bryan Street which currently has multiple uses including a school and commercial development. Directly across the street from the proposed zone change, are single-family residential structures on agriculturally-zoned land.

According to the Shawnee Comprehensive Plan (Figure 2), the subject property is designated for low-density residential use, as is the property surrounding the site. As noted in the Comprehensive Plan, “Within the Residential category, conventional one-family detached dwellings represent the primary use.” The proposed rezone and future construction of single family homes falls under the low-density residential use and meets the requirements of the Comprehensive Plan.

Staff does hereby find that the proposed rezone is consistent with the Shawnee Comprehensive Plan.

RECOMMENDATION

Staff recommends **approval** of the proposed rezone from *A-1: Agricultural* to *R-1: Residential* at the subject property (see legal description).

Attachments

1. Figure 1: Zoning Map
2. Figure 2: Future Land Use Map, Shawnee Comprehensive Plan
3. Application Materials



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

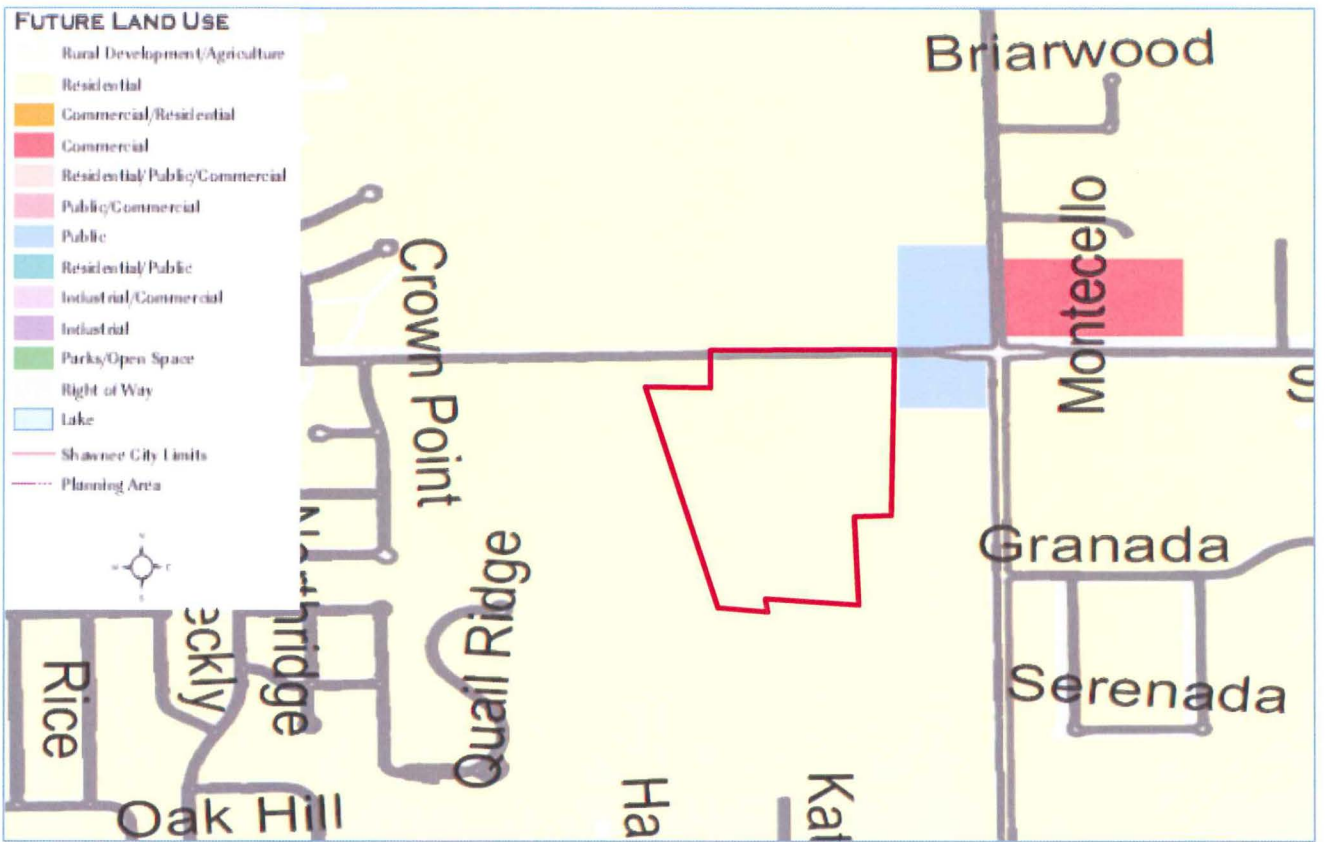


Figure 2: Future Land Use Map, with proposed zone change demarcated.

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P04-13

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

A tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence S89°11'24"W along the North line of said NE/4 a distance of 448.57 feet to the point of beginning; thence S00°03'42"E a distance of 874.34 feet; thence S88°53'29"W a distance of 176.08 feet; thence S00°34'42"E a distance of 414.88 feet; thence S89°11'29"W a distance of 423.26 feet; thence S00°34'42"E a distance of 60.04 feet; thence S89°11'29"W a distance of 158.70 feet to a point on the apparent East Right-of-Way line of existing 60' pipeline easement; thence along the East line of said Right-of-Way N19°45'52"W a distance of 1146.79 feet; thence N88°55'43"E a distance of 263.44 feet; thence N01°30'45"E a distance of 264.56 feet to a point on said North line of the NE/4; thence N89°11'24"E along said North line a distance of 861.83 feet to the point of beginning.

General Location Known As:	<u>East MacArthur, West of North Bryan</u>
Current Zoning Classification:	<u>A-1; Agricultural</u>
Requested Zoning Classification:	<u>R-1; Residential</u>
Proposed Use of Property:	<u>Single Family Dwellings</u>
Applicant:	<u>Greg Brown Homes, LLC</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 05, 2013 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 17, 2013 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 rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. 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 15th day of May, 2013.



Donna Mayo Deputy
Phyllis Loftis, City Clerk

CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 130355 CASE NO. P04-13

REQUEST:

Rezoning X Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
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 A-1 District to R-1 Single Family Res. District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): E. MacArthur, W. of N. Bryan

LEGAL DESCRIPTION: A Part of the NE/4, Sec. 8, T-10-N, R-4-E. I.M.

PROPERTY OWNER (S): Greg Brown Homes, LLC.

PROPERTY AGENT (APPLICANT): Greg Brown Homes, LLC.

APPLICANT'S ADDRESS: 2510 E. Independence, Suite 400

CITY: Shawnee STATE OK ZIP 74804

EMAIL ADDRESS: Phil.Hagen@craftontull.com (Crafton Tull & Assoc, Agent for Owner)

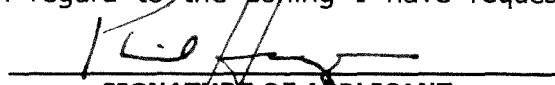
TELEPHONE NUMBER: (405-) 787-6270 CONTACT NUMBER: ()

DIMENSIONS OF PROPERTY: AREA 26.35 ± Acres WIDTH 1350.1548 feet
LENGTH 1134.9025 feet FRONTAGE 861.83 feet

CURRENT ZONING: A-1 **CURRENT USE:** Vacant

PROPOSED ZONING: R-1 **PROPOSED USE:** Single Family Residential

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
Phil Hagen, PE, Agent for Owner

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 23 day of, March 2013


PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01451248

PLANNED UNIT DEVELOPMENT FEE \$ 550.00
SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: Approve **DATE:** 5-1-13

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

)

) SS:

COUNTY OF POTTAWATOMIE

)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

The undersigned Bonded Abstractor in and for the aforesaid County and State 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 lands:

A tract of land situated within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence S89°11'24"W along the North line of said NE/4 a distance of 448.57 feet to the point of beginning; thence S00°03'42"E a distance of 874.34 feet; thence S88°53'29"W a distance of 176.08 feet; thence S00°34'42"E a distance of 414.88 feet; thence S89°11'29"W a distance of 423.26 feet; thence S00°34'42"E a distance of 60.04 feet; thence S89°11'29"W a distance of 158.70 feet to a point on the apparent East Right-of-Way line of existing 60' pipeline easement; thence along the East line of said Right-of-Way N19°45'52"W a distance of 1146.79 feet; thence N88°55'43"E a distance of 263.44 feet; thence N01°30'45"E a distance of 264.56 feet to a point on said North line of the NE/4; thence N89°11'24"E along said North line a distance of 861.83 feet to the point of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to Two (2), both inclusive.

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this report intended to guarantee title thereof. The liability of the Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 12th day of March, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

By *Teresa Southard*
Teresa Southard, Licensed Abstractor #264

Order No. 1806030-SH99

Ownership List

Order No. 1806030-SH99

Date March 12, 2013

Page 1

OWNER

BRIEF legal:

Kermit M. Milburn, Trustee – P.O. Box 1244, Shawnee, OK 74802-1244

Beg. 626.1' W SE/C SE/4 NE/4; thence W 364'; thence N 1290'; thence E 364'; thence S 1290' to beg. & Beg. 626.1' N SE/C SE/4 NE/4; thence W 626.1'; thence N 663.9'; thence E 626.1'; thence S 663.9' to beg. Section 8, Township 10 North, Range 4 East

Ryan Franklin and Angela Franklin – 1009 Muirfield, Shawnee, OK 74801

N/2 NE/4 LESS TRACTS & Beg. 1290' N & 1437.5' W SE/C NE/4; thence W 302.2'; thence S 866.2'; thence E 302.2'; thence N 864.8' to beg. & Beg. 1118.32' E NW/C NE/4; thence E 208.37'; thence S 259.38'; thence W 198.39'; thence N 259.17' to beg. Section 8, Township 10 North, Range 4 East

John E. Talley – 879 S. Cemetery Road, Tuttle, OK 73089

Beg. 1290' N & 1050.1' W SE/C NE/4 Section 8, Township 10 North, Range 4 East; thence W 387.42'; thence S 387.42'; thence E 387.42'; thence N 387.42' to beg.

Albert B. Rice and Linda Rice – 2300 N. Bryan, Shawnee, OK 74804

Beg. 1350' N SE/C E/2 NE/4 Section 8, Township 10 North, Range 4 East; thence W 417.4'; thence N 208.7'; thence E 417.4'; thence S 208.7' to beg.

Overland Communications, Inc. – c/o Danny Overland – 623 Pool Place, Shawnee, OK 74801

Beg. 1767.4' N & 450' W SE/C E/2 NE/4 Section 8, Township 10 North, Range 4 East; thence N to Section Line; thence E 450'; to NE/C NE/4; thence S to beg.

Grove School – 2800 N. Bryan, Shawnee, OK 74804

Beg. SE/C SE/4 Section 5, Township 10 North, Range 4 East; thence W 677.43' N to S line Lot 5; thence E to Section Line; thence S to beg.

Becky J. Morton – Route 2, Box 63, Elmore City, OK 73433

Beg. 667.43' W SE/C SE/4 Section 5, Township 10 North, Range 4 East; thence N to S line of Lot 5; thence W 210' thence S to Section Line; thence E to beg.

Charlene S. Nixon and Donna Sue Nixon – 1502 N. MacArthur, Shawnee, OK 74804

Beg. 1088' W SE/C SE/4; thence N 138'; thence W 185'; thence S 138'; thence E 185' to beg. & Beg. 1088' W & 138' N SE/C SE/4; thence N 339'; thence W 386.48'; thence S 477'; thence E 90.48'; thence N 234'; thence E 111'; thence S 96'; thence E 185' to beg. & Beg. 1088' 1" W & 138' N SE/C SE/4; thence N 1693' 5 1/2"; thence W 1551' 10 1/2"; thence S 915' 9"; thence E 582' 8 1/2"; thence S 765' 8 1/2"; thence E 173'; thence S 150'; thence E 500' 2"; thence N 234'; thence E 111'; thence S 96'; thence E 185' to beg. Section 5, Township 10 North, Range 4 East

Donna Power – 1718 E. MacArthur, Shawnee, OK 74804

Beg. 1273' 1" W SE/C SE/4 Section 5, Township 10 North, range 4 East; thence N 234'; thence W 111'; thence S 234'; thence E 111' to beg.

Ownership List

Order No. 1806030-SH99

Date March 12, 2013

Page No. 2

OWNER

BRIEG LEGAL:

Barney D. Sneed and Jeanette J. Sneed – P.O. Box 3585, Shawnee, OK 74802-3585

Beg. SW/C Lot 6; thence E 200'; thence N to S line Lot 5; thence W 200' to W line Lot 6; thence S along W line Lot 6 to beg. Section 5, Township 10 North, Range 4 East

Greg Brown Homes, LLC – 2510 E. Independence, Shawnee, OK 74804

Beg. NW/C NE/4 NE/4; thence E 870.35'; thence S 874.34'; thence W 176.08'; thence S 414.88'; thence W 423.26'; thence S 60.04'; thence W 158.70'; thence NW 1146.79'; thence E 263.44'; thence N 264.35' to beg.

Connie Bales Reed – 2302 N. Bryan, Shawnee, OK 74804

Beg. 1350' N & 417.4' W SE/C E/2 NE/4 Section 8, Township 10 North, Range 4 East; thence W 208.7'; thence N 417.4'; thence E 626.1'; thence S 208.7'; thence W 417.4'; thence S 208.7' to beg.

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 SITUATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE S89°11'24"W ALONG THE NORTH LINE OF SAID NE/4 A DISTANCE OF 448.57 FEET TO THE POINT OF BEGINNING; THENCE S00°03'42"E A DISTANCE OF 874.34 FEET; THENCE S88°53'29"W A DISTANCE OF 176.08 FEET; THENCE S00°34'42"E A DISTANCE OF 414.88 FEET; THENCE S89°11'29"W A DISTANCE OF 423.26 FEET; THENCE S00°34'42"E A DISTANCE OF 60.04 FEET; THENCE S89°11'29"W A DISTANCE OF 158.70 FEET TO A POINT ON THE APPARENT EAST RIGHT-OF-WAY LINE OF EXISTING 60' PIPELINE EASEMENT; THENCE ALONG THE EAST LINE OF SAID RIGHT-OF-WAY N19°45'52"W A DISTANCE OF 1146.79 FEET; THENCE N88°55'43"E A DISTANCE OF 263.44 FEET; THENCE N01°30'45"E A DISTANCE OF 264.56 FEET TO A POINT ON SAID NORTH LINE OF THE NE/4; THENCE N89°11'24"E ALONG SAID NORTH LINE A DISTANCE OF 861.83 FEET TO THE POINT OF BEGINNING, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO R-1; SINGLE FAMILY RESIDENTIAL AND 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 conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 17th day of June, 2013, upon an application to rezone property located in the City of Shawnee, Oklahoma to R-1; Single Family Residential.

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 situated within a portion of the Northeast Quarter (NE/4) of Section Eight (8), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows: Commencing at the Northeast Corner of said Northeast Quarter (NE/4); thence S89°11'24"W along the North line of said NE/4 a distance of 448.57 feet to the point of beginning; thence S00°03'42"E a distance of 874.34 feet; thence S88°53'29"W a distance of 176.08 feet; thence S00°34'42"E a distance of 414.88 feet; thence S89°11'29"W a distance of 423.26 feet; thence S00°34'42"E a distance of 60.04 feet; thence S89°11'29"W a distance of 158.70 feet to a point on the apparent East Right-of-Way line of existing 60' pipeline easement; thence along the East line of said Right-of-Way N19°45'52"W a distance of 1146.79 feet; thence N88°55'43"E a distance of 263.44 feet; thence N01°30'45"E a distance of 264.56 feet to a point on said North line of the NE/4; thence N89°11'24"E along said North line a distance of 861.83 feet to the point of beginning, be rezoned to R-1: Single Family Residential and the official zoning map heretofore adopted is hereby amended as to include said property R-1; Single Family Residential.

PASSED AND APPROVED this 17th day of June, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 17th day of June, 2013.

MARY ANN KARNs, CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 06/17/2013

Preliminary Plat Wyndemere Addition

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consideration of approval of a preliminary plat for Wyndemere Addition located at East MacArthur, West of North Bryan.

Case #S05-13 Applicant: Greg Brown Homes, LLC

Attachments

Preliminary Plat S05-13

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE**RECOMMENDATION FROM:**CITY OF SHAWNEE
PLANNING COMMISSION**SUBJECT:**APPLICANT: Greg Brown Homes, LLCFOR: Preliminary PlatLOCATION: East MacArthur, West of North BryanPROJECT NUMBER 130357 CASE NUMBER S05-13

PLANNING COMMISSION MEETING DATE:

May 1, 2013

PLANNING COMMISSION RECOMMENDATION:

Approval with the following modifications and conditions:**Variations and Modifications**

1. A variance of 100 feet to allow the cul-de-sac on Regency Court to terminate at the western property line instead of the specified code standard requiring the cul-de-sac to be 100 feet away from adjoining property lines.
2. A variance of 134 feet for Woodlawn Court to allow a cul-de-sac to be longer than the specified code standard of 500 feet.

Conditions

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat – Phase I unless plat improvements are otherwise bonded.
4. Common Area “A” and “B” shall be maintained by the developer or homeowner’s association.

VOTE OF THE PLANNING COMMISSION:**MEMBERS PRESENT:** 6

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

RESPECTFULLY SUBMITTED,

Linda Burg

SECRETARY, PLANNING COMMISSION

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____



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

STAFF REPORT
PRELIMINARY PLAT
CASE #S05-13

TO: Shawnee Planning Commission

AGENDA: May 1, 2013

RE: CASE #S05-13: Preliminary Plat for Wyndemere Addition

PROPOSAL

The applicant is requesting Preliminary Plat approval for 26.35 acres (approximate) just west of the intersection of MacArthur Street and Bryan Street on the south side of MacArthur Street. The applicant wishes to construct a single-family residential development with 72 building lots. This proposal is dependent upon approval of the associated rezone from A-1 to R-1 (Case #P05-13). According to the applicant, development will occur in two phases.

GENERAL INFORMATION

Applicant	Greg Brown Homes, LLC
Owner	Greg Brown Homes, LLC
Agent	Phil Hagen, PE
Site Location/Address	<i>See Figure 1</i>
Current Site Zoning	A-1 R-1 (if approved – see Case #P05-13)
Parcel Size	26.35 Acres
Proposed Use	Residential Use
Comprehensive Plan Designation	Residential
Existing Land Use	Agricultural/Vacant

Surrounding Land Use	<u>North:</u> Residential, Public School <u>South:</u> Rural Residential <u>West:</u> Rural Residential, Vacant <u>East:</u> Commercial, Rural Residential
Surrounding Zoning	<u>North:</u> Agricultural <u>South:</u> Agricultural <u>West:</u> Agricultural <u>East:</u> Agricultural

STAFF ANALYSIS AND FINDINGS

The applicant is requesting approval of a preliminary plat to allow for the creation of a new 72-lot residential development. The proposed development is currently surrounded by agriculturally-zoned land, but is near the intersection of MacArthur Street and Bryan Street which currently has multiple uses including a public school and commercial development. Directly across the street from the proposed zone change, are single family residential structures on agriculturally-zoned land.

As proposed, all residential lots meet the R-1 Zoning Code standards. The proposed density is 2.73 dwellings per acre, which is substantially less dense than what the code permits for a maximum density. There is a proposed 0.50 acre area set aside for stormwater detention. In addition, there is a 0.56 acre area of dense vegetation at the extreme northeast of the property that will be preserved as open space. Sidewalks are required along MacArthur Street.

The applicant has requested two variations to subdivision regulations associated with the project. The first is to allow the terminus of a cul-de-sac to be less than 100 feet from the property line. The applicant is requesting a variance to allow for the right-of-way associated with the cul-de-sac to be zero feet from the property line. The City Subdivision Regulations state in Article V, Section 40.2.1.T.1 that "The cul-de-sac's terminus shall be no closer than one hundred (100') feet from the right of way line to the boundary of the adjoining property." According to the applicant, the property to the west of Regency Court has a 60 foot gas line easement making future development for that area unlikely. The applicant believes that extending the cul-de-sac to the property line would allow for the construction of standard lots which are currently expected to be a small section of patio homes. Staff believes this could be in the best interest of the City since allowing cul-de-sac placement at this location also provides for future development (via an extension of the public road) to the west at a later date, should that property be developed. This variance would allow for future growth and inner connection within a future development which is something Staff encourages developers to do.

The second modification request is to allow for a longer than permitted cul-de-sac on Woodlawn Court. The proposed cul-de-sac is to be 634 feet long and City Subdivision Regulations state in Article V, Section 40.2.1.T.1 that "A cul-de-sac shall not exceed five hundred (500) feet in length measured from the entrance turnaround having a radius of not less than fifty (50) feet at the property line and not less than forty (40) feet at the curb line; however, when deemed

advisable, the Planning commission may permit a variation from this length in order to adjust for topographic conditions.” The applicant states that there will be larger than normal estate-style homes along the street with the eastern lots backing up a drainage way making a longer cul-de-sac necessary. Staff does not object to the requested modifications and finds that they meet the standards set forth in Section 20.1 for such relief.

The City Engineer has reviewed the preliminary plat and has noted that some changes to the engineered drainage plan will be required to prevent runoff from discharging north toward MacArthur Street. A more detailed review of site engineering will take place concurrent with final plat submittal. It is his recommendation that the preliminary plat be approved contingent on the final construction plans being approved by the City Engineer and the required changes to the drainage area be made.

RECOMMENDATION

Staff recommends **approval** of the *Wyndemere Addition Preliminary Plat* with the following modifications and conditions:

Variations and Modifications

1. A variance of 100 feet to allow the cul-de-sac on Regency Court to terminate at the western property line instead of the specified code standard requiring the cul-de-sac to be 100 feet away from adjoining property lines.
2. A variance of 134 feet for Woodlawn Court to allow a cul-de-sac to be longer than the specified code standard of 500 feet.

Conditions

1. Final construction documents must be approved by the City Engineer concurrent with Final Plat approval.
2. The final engineered drainage plan must be approved by the City Engineer concurrent with Final Plat approval.
3. A six-foot sidewalk shall be installed along MacArthur Street prior to recording of the Final Plat – Phase I unless plat improvements.
4. Common Area “A” and “B” shall be maintained by the developer or homeowner’s association.

Attachments

1. Figure 1: Aerial Map of Site
2. Preliminary Plat
3. Letter from Applicant requesting variances
4. Application materials

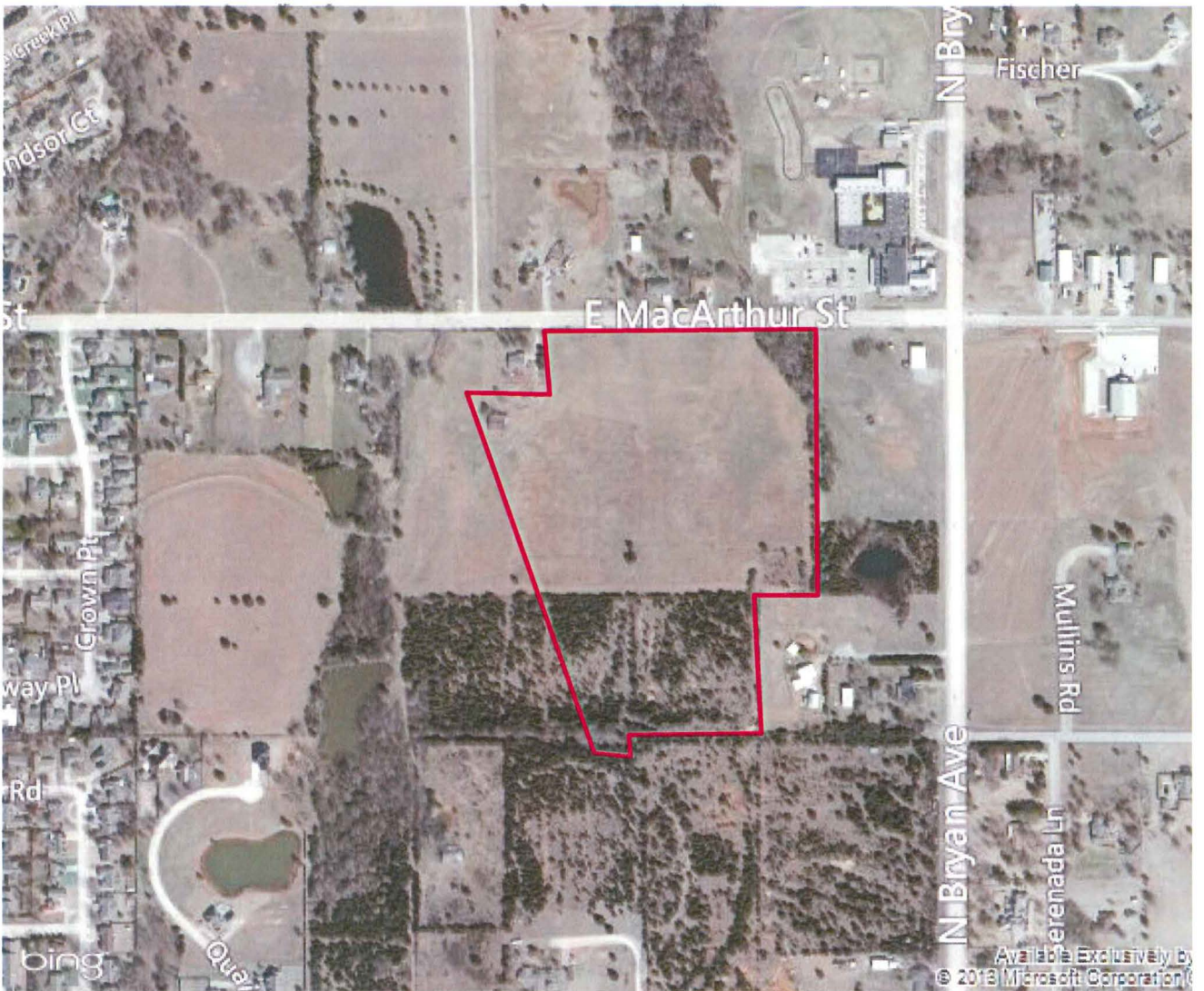


Figure 1: Aerial view with the plat area outlined.

PRELIMINARY PLAT APPLICATION FOR THE CITY OF SHAWNEE

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

APPLICANT Greg Brown Homes, LLC.

APPLICANT ADDRESS 2510 E. Independence, Suite 400, Shawnee, OK 74804

APPLICANT PHONE NUMBERS 405-273-5188

EMAIL ADDRESS Phil.Hagen@craftontull.com

NAME OF PLAT Wyndemere

LOCATION E. MacArthur Street, W. of N. Bryan Street

NUMBER OF ACRES 26.35 Acres± NUMBER OF LOTS 72

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

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

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

TOTAL COST

FOR LESS THAN 2 ACRE LOTS:

FEE: \$225.00

PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS NUMBER OF LOTS 50 \$100.00

PLUS \$1.00 PER LOTS OVER FIFTY (50) LOTS NUMBER OF LOTS 22 \$ 22.00

TOTAL COST \$347.00

OWNER/DEVELOPER INFORMATION:

NAME Same as above

ADDRESS

CONTACT NUMBERS

EMAIL ADDRESS

PROJECT ENGINEER INFORMATION:

NAME Phil Hagen, Crafton Tull & Associates

ADDRESS 214 East Main Street, Oklahoma City, OK 73104

CONTACT NUMBERS 405-787-6270

EMAIL ADDRESS Phil.Hagen@craftontull.com

FOR STAFF USE ONLY

PROJECT NUMBER: 130357 CASE NUMBER: 905-13

DATE: 3/25/13 AMOUNT PAID: \$347.00 RECEIPT NO. 01451248



architecture | engineering | surveying

Conway
Little Rock
Oklahoma City
Rogers
Russellville
Tulsa

April 23, 2013

City of Shawnee
Planning Commission
16 West 9th Street
Shawnee, Ok 74801

Re: Variance Requests for the Wyndemere Preliminary Plat

Commissioners,

On behalf of our clients, Greg and Tom Brown, we respectfully request the following variance associated with the Wyndemere Preliminary Plat:

1. Terminus of a cul-de-sac to be less than 100' from a property line.

The property to the west of Regency Court is encumbered by a gas line with a 60' easement, so if the property were to be developed, which is unlikely, no home could be built within 60' of the terminus of the cul-de-sac. Extending the cul-de-sac to the property line allows standard lots on regency court, which is going to be developed as a small section of patio homes within Wyndemere.

2. Length of a cul-de-sac to be greater than 500'.

The centerline length of Woodlawn Court is proposed to be 634'. Woodlawn Court is proposed to be developed as larger estate type homes within Wyndemere, with the east lots backing up to the tree lined drainage way.

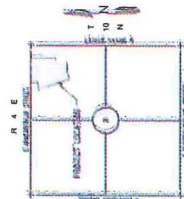
It is the intent to develop Wyndemere in the same manner as the existing subdivision Windmill Ridge, with three separate housing products within the same addition. The approval of the requested variances would allow this type of development and we respectfully request your consideration and approval.

Thank you,

Phillip Hager, PE

OF
WYNDEMERE

A PART OF THE N.E./4 OF SECTION 8, T-10-N, R-4-E, I.M.,
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

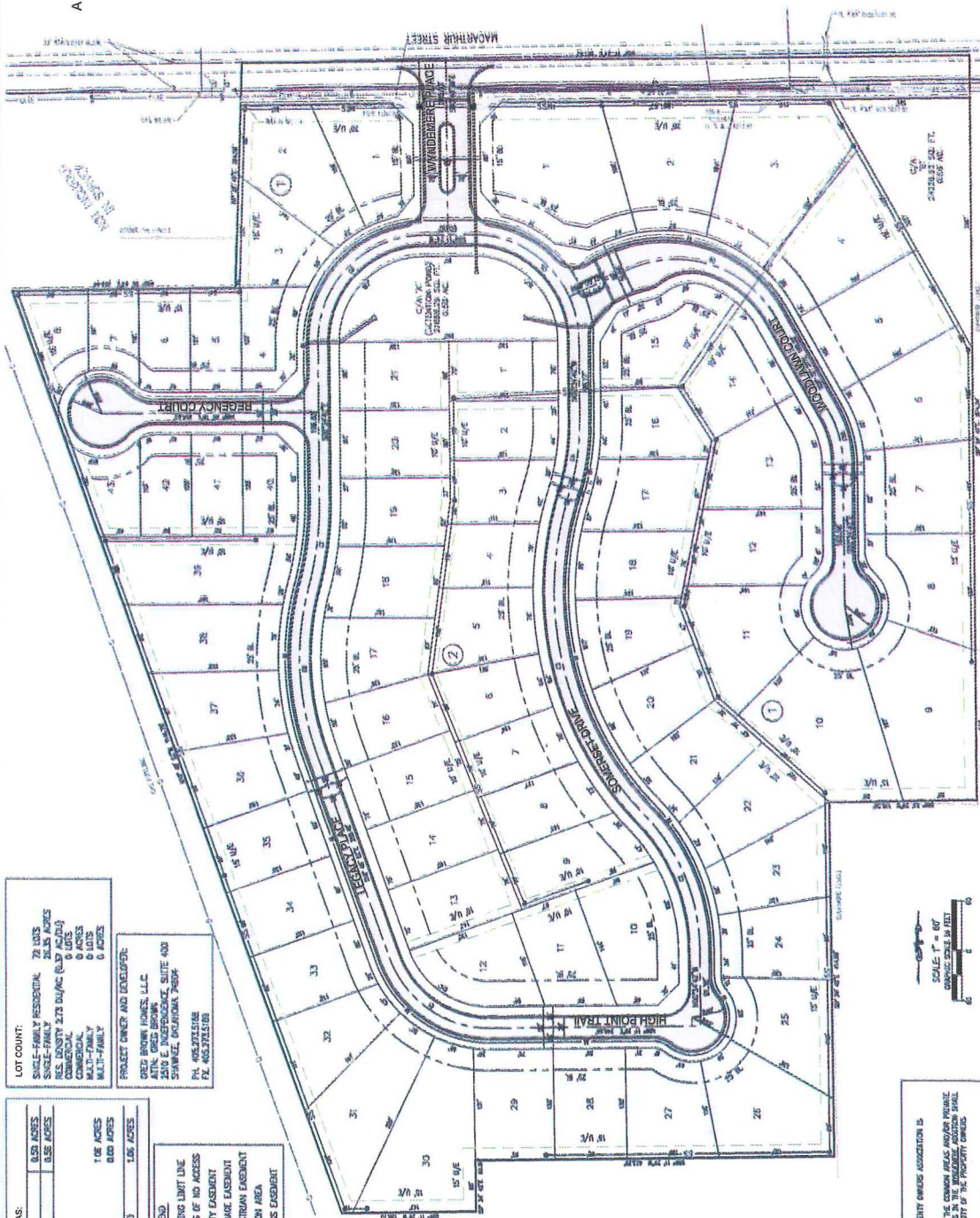


LOCATION MAP
SCALE: 1" = 2000'

LEGAL DESCRIPTION

A list of base addresses and the ratio of the measured distance R_{measured} to Section 3401.20 (b) distance R_{section} for the 1000-ft and 1000-ft plus 100-ft cases are shown in Table 1. Overall, consistency was poor, particularly among the 1000-ft cases. The 1000-ft plus 100-ft cases were more consistent, but still showed significant scatter. The consistency of the 1000-ft plus 100-ft cases is shown in Table 2.

CURVE TABLE					
CURVE #	LENGTH	NO. OF LINES	DELTA	10-SECOND ABSCISSA	CURVED LENGTH
C1	151.93	15,000	7170.225	555' 17" 12"	18.25
C2	171.23	35,000	43,674.87	922' 35" 24"	17.14
C3	404.31	35,000	61,944.34	963' 31" 24"	35.18
C4	88.25	35,000	18,023.54	180' 23" 42"	54.52
C5	188.38	15,000	8,991.53	94' 81" 39"	17.13
C6	188.38	35,000	68,948.35	544' 18" 27"	175.42
C7	108.85	35,000	19,214.76	207' 67" 42"	100.58
C8	188.38	35,000	34,353.58	505' 37" 55"	103.29
C9	200.63	35,000	82,148.91	592' 18" 38"	183.28
C10	65.11	35,000	5,807.95	58' 08" 45"	47.37



SINGLE-FAMILY RESIDENTIAL 72 LOTS
SINGLE-FAMILY 26.35 ACRES
RES. DENSITY 2.75 DU/AC (0.52 AC/DU)
COMMERCIAL 0 LOTS
COMMERCIAL 0 ACRES
MULTI-FAMILY 0 LOTS
MULTI-FAMILY 0 ACRES

GREG BROWN HOMES, LLC
ATTN: GREG BROWN
1510 E. INDEPENDENCE, SUITE 400
SPRINGFIELD, OREGON 97404

32

10

1. MANDATORY PROPERTY OWNERS ASSOCIATION IS REQUIRED.

2. MAINTENANCE OF THE COMMON AREAS, HOWEVER PROVIDED, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION.

3. ZONING USE WILL BE R-1.

4. INTERIOR STAIRWAYS ARE NOT REQUIRED.

5. ALL PROPERTY SCAFFOLD STAYS TO BE 2".

3

1

25

1

Regular Board of Commissioners

8.

Meeting Date: 06/17/2013

P06-13 Rezone

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance rezoning property located at the Southwest Corner of Bryan and Bradley from A-1; Agricultural to R-1; Single Family Residential. Case #P06-13 Applicant: Vialo Weis, Jr, Oklahoma Conference Corp of Seventh-Day Adventists

Attachments

Rezone P06-13

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Vialo Weis, Jr – Secretary SDA Church
FOR: Rezone
LOCATION: SW Corner Bryan and Bradley
PROJECT#: 130531 Case# P06-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

A-1; Agricultural

REQUESTED CLASSIFICATION:

R-1; Single Family Residential

PROPOSED PROPERTY USE:

Shawnee Seventh Day Adventist Church

PLANNING COMMISSION MEETING DATE: June 5, 2013

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Linda Burg

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
REZONE
CASE #P06-13

TO: Shawnee Planning Commission

AGENDA: June 5, 2013

RE: CASE #P06-13; Rezone Request, A-1 to R-1 (Church)

PROPOSAL

The applicant is requesting to rezone the subject site of 4.23 acres (approximate) to facilitate the construction of a church. The property is located southwest of the intersection of Bradley and Bryan streets on the south side of Bradley Street. The property is currently zoned A-1 (Agricultural) and the requested zoning classification is R-1: Single Family Residential (initial application requested C-2, but revised to R-1). The property is currently vacant and has an agricultural setting.

GENERAL INFORMATION

Applicant	Vialo Weis, Jr.- Secretary
Owner	Oklahoma Conference Corporation of Seventh-Day Adventists
Agent	Vialo Weis, Jr., Secretary
Site Location/Address	<i>See Figures 1-2</i>
Current Site Zoning	A-1 (Agricultural)
Proposed Zoning District	R-1
Parcel Size	4.23 Acres
Proposed Use	Church

Comprehensive Plan Designation	Residential
Existing Land Use	Agricultural/Vacant
Surrounding Land Use	<u>North:</u> Residential <u>South:</u> Residential <u>West:</u> Residential <u>East:</u> Residential
Surrounding Zoning	<u>North:</u> R-1-Residential <u>South:</u> A-1-Agricultural <u>West:</u> A-1-Agricultural <u>East:</u> A-1- Agricultural/ R-1- Residential, PUD

STAFF ANALYSIS AND FINDINGS

The applicant is requesting approval for a zone change to facilitate the construction of a church on the property.

The subject property is currently surrounded by agriculturally-zoned land, but is at the intersection of Bradley and Bryan streets which currently have multiple uses including a residential, rural residential and non-residential (Primrose Retirement Community). Directly across the street from the proposed zone change, are single-family residential structures on agriculturally-zoned land. Typically, a requested church use would not have to go before the Planning Commission for permission to build, but because of the size of the lot (less than five acres) and the more restrictive agricultural zoning setbacks, the R-1 zoning would allow more flexibility for building and parking designs due to smaller setbacks.

According to the Shawnee Comprehensive Plan (Figure 3), the subject property is designated for low-density residential use, as is the property surrounding the site. As noted in the Comprehensive Plan, “Within the Residential category, conventional one-family detached dwellings represent the primary use.” Churches are allowed in all residential and commercial zoning districts in the City of Shawnee. The surrounding area includes a mix of residential and non-residential uses and the proposed use is not expected to materially affect the character of the area or negatively impact residents.

The applicant (on advice by the City) elected to request a C-2 zoning district. However after further review, the R-1 district is equally accommodating and will limit commercial uses on the site, while still allowing for the church to be constructed.

Staff does hereby recommend the proposed zone change as it is compatible with the Shawnee Comprehensive Plan and the proposed Church is an allowable use in the proposed zoning district (C-2 or R-1).

RECOMMENDATION

Staff recommends **approval** of the proposed rezone from *A-1: Agricultural* to *R-1: Single Family Residential* for the subject property.

Attachments

1. Figure 1: Zoning Map
2. Figure 2: Future Land Use Map, Shawnee Comprehensive Plan
3. Application Materials

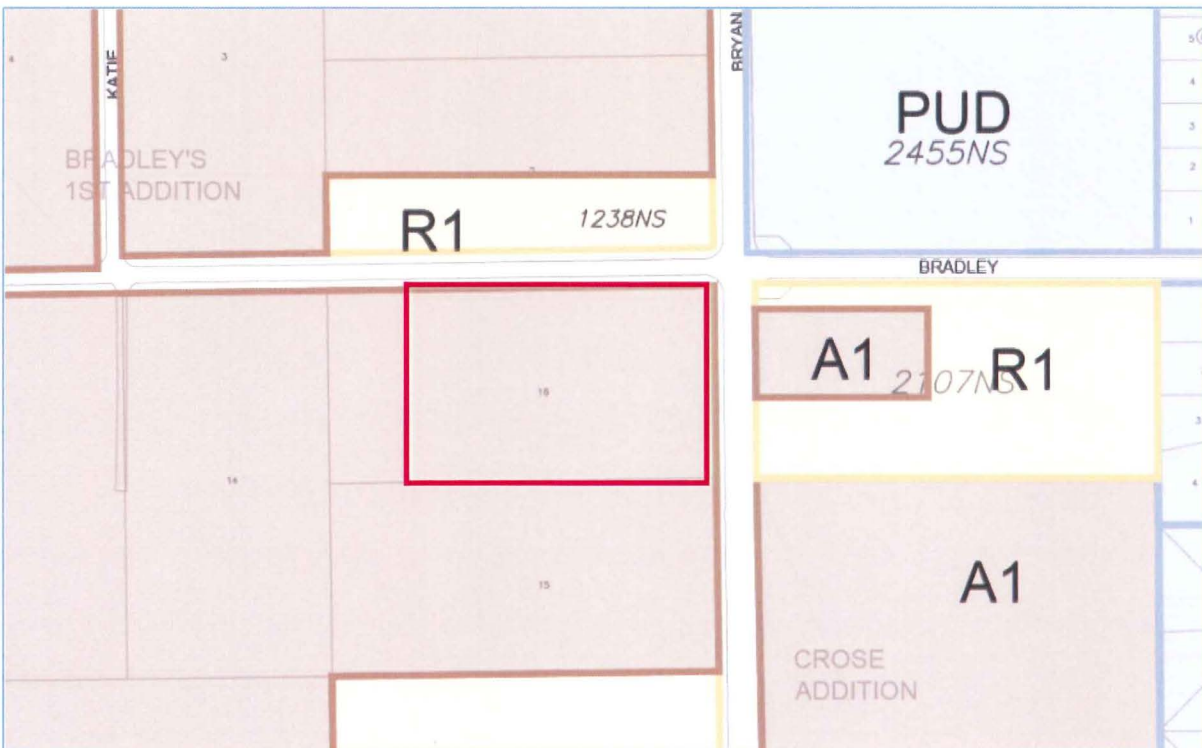


Figure 1: Zoning map, with site outlined in red.



Figure 2: Aerial view of site.



Figure 3: Future Land Use Map, with proposed zone change demarcated.

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P06-13

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

The North Twenty (20) feet of the East Five Hundred Sixty (560) feet of Lot Fifteen (15) and the East Five Hundred Sixty (560) feet of Lot Sixteen (16), BRADLEY'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>SW Corner of Bryan and Bradley</u>
Current Zoning Classification:	<u>A-1; Agricultural</u>
Requested Zoning Classification:	<u>C-2; Suburban Office</u>
Proposed Use of Property:	<u>Church</u>
Applicant:	<u>Vialo Weis, Jr</u>

The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 05, 2013 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 17, 2013 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 rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. 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.

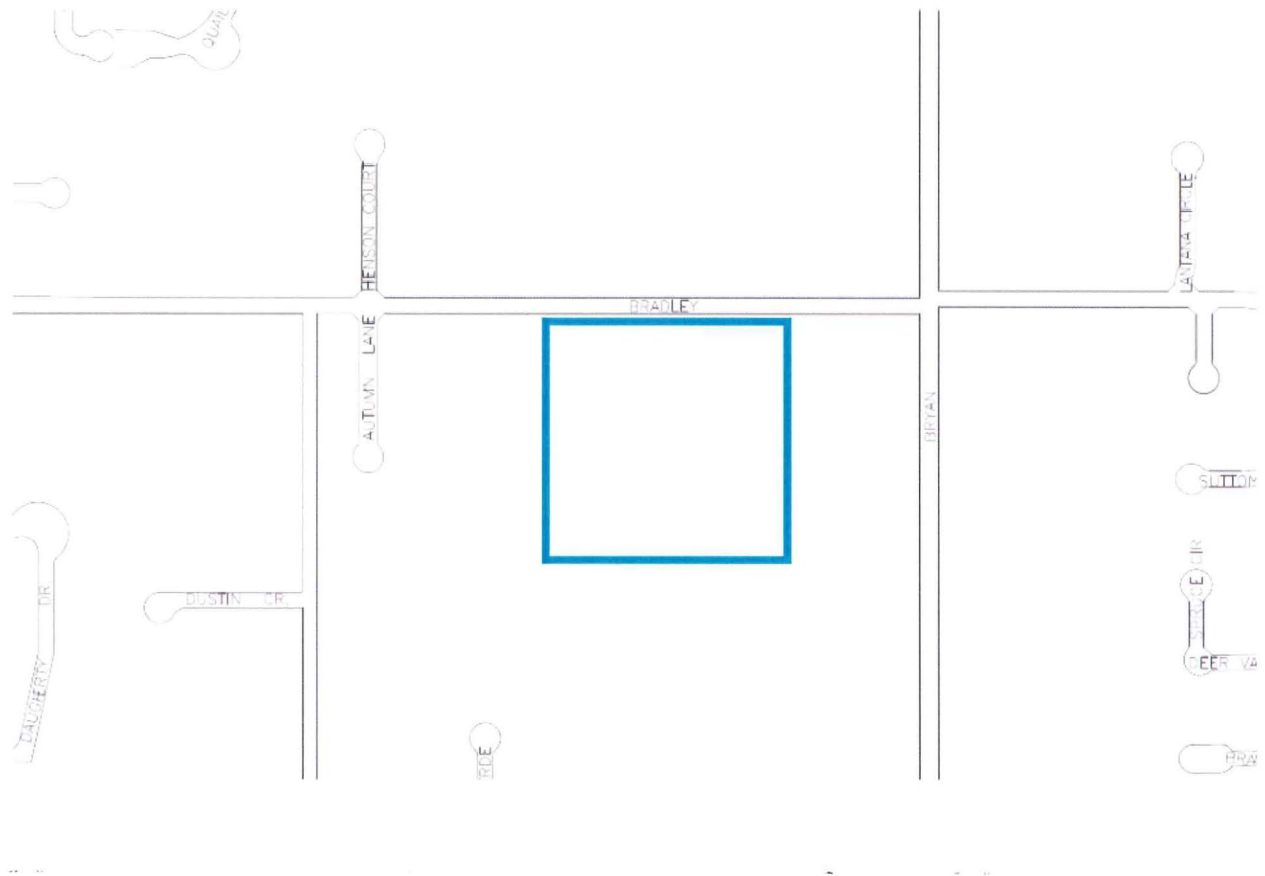
Witness my hand this 15th day of May, 2013.



Donna Mayo Deputy
Phyllis Loftis, City Clerk

Location Map

Figure 1 – Location Map- Property in question is highlighted in blue.



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 13053 / CASE NO. P06-13

REQUEST:

Rezoning X Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
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 A-1 District to C-2 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): SD Corner of Bryan & Bradley
1836 N Bryan, Shawnee, Oklahoma 74804

LEGAL DESCRIPTION: North 20' of East 560' of Lot 15 & East 560' of Lot 16 in Bradley's Addition to the City of Shawnee, Pottawatomie County, OK

PROPERTY OWNER (S): Oklahoma Conference Corporation of Seventh-day Adventists

PROPERTY AGENT (APPLICANT): Vialo Weis, Jr., Secretary

APPLICANT'S ADDRESS: P O Box 32098

CITY: Oklahoma City **STATE** OK **ZIP** 73123-0298

EMAIL ADDRESS: vweis@okla-adventist.org

TELEPHONE NUMBER: (405) 721-6110 **CONTACT NUMBER:** (405) 850-8450 (cellular)

DIMENSIONS OF PROPERTY: AREA L 16-3.98, L 15-.25 WIDTH 560' (E-W)
LENGTH 330' (N-S) FRONTAGE 330' on Bryan
560' on Bradley

CURRENT ZONING: A-1 **CURRENT USE:** Undeveloped land

PROPOSED ZONING: C-2 **PROPOSED USE:** Site for new Shawnee SDA Church

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.

Vialo Weis Jr.
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 2 day of May 2013

Senda Burg
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01464723

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.:** _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

The undersigned Bonded Abstractor in and for the aforesaid County and State 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 lands:

The North Twenty (20) feet of the East Five Hundred Sixty (560) feet of Lot Fifteen (15) and the East Five Hundred Sixty (560) feet of Lot Sixteen (16), BRADLEY'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to Two (2), both inclusive.

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this report intended to guarantee title thereof. The liability of the Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 25th day of April, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

By *Teresa Southard*
Teresa Southard, Licensed Abstractor #264

Order No. 1822577-SH99

Ownership List

Order No. 1822577-SH99

Date April 25, 2013

Page No. 1

OWNER

BRIEF LEGAL:

Oklahoma Conference Corporation of Seventh Day Adventists – P.O. Box 32098, Oklahoma City, OK 73123-0298

N 20' of E 560' of Lot 15 & E 560' of Lot 16, BRADLEY'S 1ST ADDITION to Shawnee

Donald M. Wills and Judith Wills – P.O. Box 3309, Shawnee, OK 74802-3309

N 315' Lot 14 & N 5 acres Lots 15 & 16...LESS N 20' Lot 15 & E 560' Lot 16, BRADLEY'S 1ST ADDITION to Shawnee

Geneva J. Gollahon – 43660 Chad Road, Meeker, OK 74855

Beg. 20' S NW/C Lot 15, BRADLEY'S 1ST ADDITION to Shawnee; thence E 660'; thence S 145'; thence W 660'; thence N 145' to beg.

James H. Nichols and Jacqueline Gajarski – 1818 N. Bryan, Shawnee, OK 74804

Beg. SE/C Lot 15, BRADLEY'S 1ST ADDITION to Shawnee; thence N 145'; W 660'; thence S 145'; thence E 660' to beg.

William C. Laird, Jr. and Jane A. Laird – P.O. Box 120, St. Louis, OK 74866

S 305' Lot 14, BRADLEY'S 1ST ADDITION to Shawnee

John P. Inda and Phyllis C. Inda Trust – 100 E. Federal, Shawnee, OK 74804

Lot 3, BRADLEY'S 1ST ADDITION to Shawnee

The Dudley Family Limited Partnership – 2102 N. Beard, Shawnee, OK 74804

N/2 Lot 2, BRADLEY'S 1ST ADDITION to Shawnee

Tommy D. Harmon and Susan L. Harmon – 2000 E. Bradley, Shawnee, OK 74804

W/2 S/2 Lot 2, BRADLEY'S 1ST ADDITION to Shawnee

Sue Ann McGowan – 5468 Mountain Garland Dr., Colorado Springs, CO 80923

E/2 S/2 Lot 2, BRADLEY'S 1ST ADDITION to Shawnee

Fidler Properties – 1610 N. Bryan, Shawnee, OK 74804

Lots 1 thru 4, BRADLEY'S 2ND ADDITION to Shawnee

Mary Margaret Hill – 1705 Bradley, Shawnee, OK 74804

Beg. 1057.66' E & 967.40' N SW/C SE/4 Section 8, Township 10 North, Range 4 East; thence N 350'; thence E 931.67'; thence S 973.34'; thence N56°W 1119.44' to beg.

Shawnee Retirement, LLC – 815 N. 2nd Street, Aberdeen, SD 57402-1359

Lot 14, CROSE ADDITION to Shawnee...LESS tract in the NW/C

Glenda Ortega – 532 N. Elm, Shawnee, OK 74804

Beg. 303.5' E SW/C Lot 13, CROSE ADDITION to Shawnee; thence N 155'; thence E 303.5'; thence S 155'; thence W 303.5' to beg.

Greg Brown Homes, LLC – 2510 E. Independence, Suite 400, Shawnee, OK 74804

Beg. 303.5' E NW/C Lot 13, CROSE ADDITION to Shawnee; thence E 303.5'; thence S 155'; thence W 303.5'; thence N 155' to beg.

Ownership List

Order No. 1822577

Date April 25, 2013

Page No. 2

OWNER

BRIEF LEGAL:

Dickie A. Herron and Dorothy Herron – 1825 N. Bryan, Shawnee, OK 74804

Beg. NW/C Lot 13, CROSE ADDITION to Shawnee; thence E 303.5'; thence S 155'; thence W 303.5'; thence N 155' to beg.

Doyle E. Herron and Doyle E. Herron, Jr. – 1508 Hunters Ridge, Shawnee, OK 74804

Beg. SW/C Lot 13, CROSE ADDITION to Shawnee; thence N 155'; thence E 303.50'; thence S 155'; thence W 303.50' to beg.

Kenneth W. Boyd and Elizabeth J. Boyd – 1821 N. Bryan, Shawnee, OK 74804

Beg. NW/C Lot 12, CROSE ADDITION to Shawnee; thence S 136'; thence E 274'; thence N 136'; thence W 274' to beg.

Royce Dale Peerson and Kathleen Peerson – 1817 N. Bryan, Shawnee, OK 74804

Beg. SW/C Lot 12, CROSE ADDITION to Shawnee; thence N 125'; thence E 274'; thence S 125'; thence W 274' to beg.

Monte R. Valentine and Adina R. Valentine – 4402 Bryant Via, Shawnee, OK 74804

W 2 Acres Lot 12, CROSE ADDITION to Shawnee...LESS 2 tracts 136' X 274' in NW/C & 125' X 274' in SW/C

Elaine McBee – P.O. Box 3607, Shawnee, OK 74802-3607

N/2 Lot 11, CROSE ADDITON to Shawnee



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

February 22, 2013

Seventh-Day Adventist Church
Attn: Vialo Wcis, Jr.
4735 NW 63rd Street
Oklahoma City, OK 73132

RE: Proposed Church – 1836 N. Bryan

Dear Vialo Wcis, Jr.:

Thank you for your faxed letter sent on February 21, 2013. In understand that a church is planned on the subject property and I want to help facilitate development of the site. Here are the outstanding issues:

1. The property is not part of legal subdivision or plat. The legal description references the "North 20 feet of the East 560 feet" of one lot and then references portions of another lot. It appears the lot was created without City review or approval through the creation of the 2006 Warranty Deed.
2. The subject property is zoned A-1: Agriculture. The A-1 Zone does allow churches, but requires a minimum lot size of 5 acres. If the lot was a legal non-conforming lot, then it could be less than five acres and a rezone would not be necessary.

Based on the two above issues, prior to issuance of a building permit to construct a church on the property, the following actions would have to take place:

1. Submit a rezone application and include a certified mailing list from a bonded abstractor (for notification purposes within 300 feet). The application is \$280 paid to the City and the abstractor is paid separately and directly by the applicant. I recommend a C-2 zoning classification.
2. A single-lot plat is required. Additional fees apply, totaling \$550 for preliminary and final approval. If you have a civil engineer engaged in the project, they will be able to prepare the necessary documents.

Please let me know if you have any questions or if I can be of additional assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Erickson".

Justin Erickson
Community Development Director



May 30, 2013

SEVENTH-DAY
ADVENTIST®
CHURCHOklahoma Conference Corporation
of Seventh-day Adventists®

Via Fax 878-1587

Planning Department
City of Shawnee
222 N Broadway
Shawnee, OK 748014735 N.W. 63rd Street
Oklahoma City, OK 73132-6851
P.O. Box 32098
Oklahoma City, OK 73123-0298
Telephone (405) 721-6110
Fax (405) 721-7594
E-mail: yourfriends@okla-adventist.org

To Whom It May Concern:

In February, we filed an application to change the zoning on our tract of property from agricultural to commercial, C-2, so that our church, the Shawnee Seventh-day Adventist® Church could build a church facility on the following tract:

3.98 acres in the east 560' of Lot 16 and about .25 acres in the north 20' of the east 560' of lot 15. Our property is 560' wide east to west and 330' long north to south. We have 330' feet of frontage on Bryan and 560' on Bradley.

We filed for C-2 as that was what was recommended to us by the Planning Department. Now we are hearing through Vic Adams, the first elder of our Shawnee Seventh-day Adventist® Church, who has been handling this matter, that our church can build a church facility on this tract if the zoning is R-1. Mr. Adams has also told me that he has been told it would be easier to get this tract rezoned to R-1 rather than C-2.

If it is easier to get this tract rezoned to R-1 instead of C-2 from its current agricultural zoning and we can build a church facility on this tract with R-1 zoning, please change our request for rezoning from C-2 to R-1.

Thank you for your assistance in this matter.

If you have any questions or need more information, please contact Mr. Adams and he will contact our office as I will be moving soon.

Cordially,

Vialo Weis, Jr.
Secretary
General Counsel

Fax: 1 page

CC:

Jerry States, Pastor, Shawnee Seventh-day Adventist® Church

Victor Adams, 1st Elder and Treasurer, Shawnee Seventh-day Adventist® Church

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: THE NORTH TWENTY (20) FEET OF THE EAST FIVE HUNDRED SIXTY (560) FEET OF LOT FIFTEEN (15) AND THE EAST FIVE HUNDRED SIXTY (560) FEET OF LOT SIXTEEN (16), BRADLEY'S ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF , REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO R-1; SINGLE FAMILY RESIDENTIAL AND 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 conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 17th day of June, 2013, upon an application to rezone property located in the City of Shawnee, Oklahoma to R-1; Single Family Residential.

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: The North Twenty (20) feet of the East Five Hundred Sixty (560) feet of Lot Fifteen (15) and the East Five Hundred Sixty (560) feet of Lot Sixteen (16), BRADLEY'S ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof, , be rezoned to R-1: Single Family Residential and the official zoning map heretofore adopted is hereby amended as to include said property R-1; Single Family Residential.

PASSED AND APPROVED this 17th day of June, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 17th day of June, 2013.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 06/17/2013

P07-13 Conditional Use Permit

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance with a conditional use permit for property located at 14702 Patterson Road, changing zoning from A-1; Agricultural to A-1P; Agricultural with a Conditional Use Permit. Case #P07-13 Applicant: Kim Blakley

Attachments

Conditional Use Permit P07-13

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Darrell and Kim Blakley
FOR: Conditional Use Permit
LOCATION: 14702 Patterson Road
PROJECT#: 130577 Case# P07-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION: A-1; Agricultural
REQUESTED CLASSIFICATION: A-1P; Agricultural with Conditional Use Permit
PROPOSED PROPERTY USE: Placement of Manufactured Home

PLANNING COMMISSION MEETING DATE: June 5, 2013

PLANNING COMMISSION RECOMMENDATION: Approval subject to the following conditions:

1. The manufactured home must meet the following setback requirements for the A-1 Zone.
2. The home must be the proposed home shown in the packet or no older than ten (10) years old.

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Linda Burg

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
CASE #P07-13

TO: Shawnee Planning Commission

AGENDA: June 5, 2013

RE: CASE #P07-13: Consideration of a *Conditional Use Permit* to allow for the placement of a manufactured home on agriculturally-zoned property

PROPOSAL

The applicant requests approval of a Conditional Use Permit to allow for the placement of a manufactured home on agriculturally-zoned property. The subject property is located at 14702 Patterson Road and is ten acres in size.

GENERAL INFORMATION

Property Owner	Mary Kimbrough
Agent/Applicant	Darrell and Kim Blakley
Site Location/Address	14702 Patterson Road
Current Site Zoning	Agricultural (A-1)
Parcel Size	10 acres
Proposed Zoning	A-1 (with CUP – A-1P)
Proposed Use	Rural Residential
Comprehensive Plan Designation	Rural Development/Agricultural
Existing Land Use	Rural/Agricultural
Surrounding Land Use	<u>North</u> : Rural residential <u>South</u> : Rural residential

	<u>West:</u> Rural residential <u>East:</u> Rural residential
Surrounding Zoning	<u>North:</u> A-1 <u>South:</u> A-1 <u>West:</u> A-1P <u>East:</u> A-1

STAFF ANALYSIS AND FINDINGS

The subject property is surrounded by similar sized parcels and is in a rural residential setting. Section 1401.10 of the Shawnee Zoning Code (see Section C) details the Planning Commission's task in reviewing Conditional Use Permit requests. Considerations include the character of the neighborhood, traffic congestion, public utilities and other matters pertaining to the general welfare. The proposed residence is not expected to impact the character of the surrounding area or be detrimental to public health, safety and welfare. As of May 29, 2013 Staff has not received any written comments concerning the subject proposal.

Staff would like to note that two Conditional Use Permits have been granted to properties on Westlake Road for modular homes with the most recent application being approved in 2008.

RECOMMENDATION

Staff recommends **approval** of the requested Conditional Use Permit to allow for the placement of a manufactured home on the subject property since the placement of the manufactured home does not change the character of the neighborhood, and does not significantly increase traffic congestion or the use of public utilities. Approval of this Conditional Use Permit should be subject to the following conditions:

1. The manufactured home must meet the zoning setback requirements for the A-1 Zone.
2. The home must be the proposed home shown in the packet or no older than ten (10) years old.



Figure 1: Aerial view of site and surrounding area (site outlined in red). The entire area is zoned Agricultural with some property granted a Conditional Use Permit to allow for a modular home.

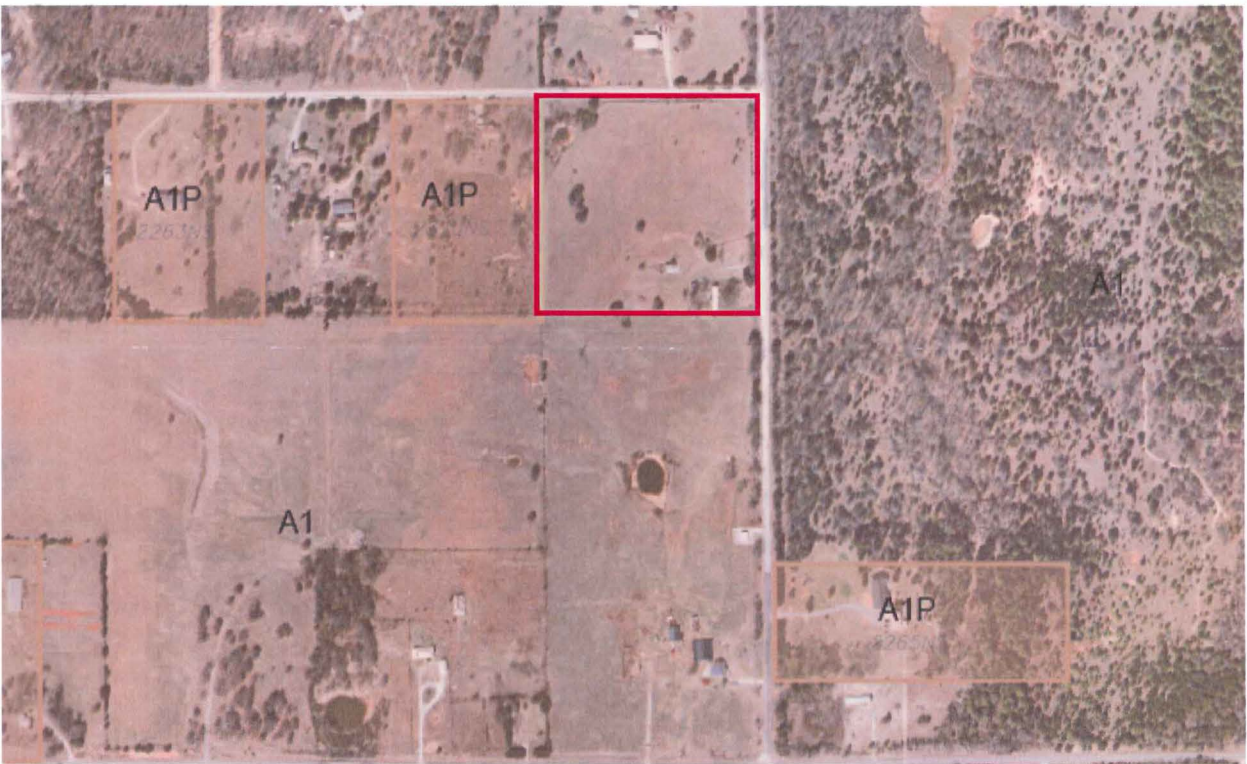


Figure 2: Zoning map, with subject lot noted in red.

ATTACHMENTS

1. Application
2. Photos from applicant
3. Site plan from applicant

CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P07-13

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:

The Southeast Quarter of the Northeast Quarter of the Southeast Quarter
(SE/4 NE/4 SE/4) of Section Nine (9), Township Ten (10) North, Range Two
(2) East of the Indian Meridian, Pottawatomie County, Oklahoma.

General Location Known As:	<u>14702 Patterson Road</u>
Current Zoning Classification:	<u>A-1: Agricultural</u>
Requested Zoning Classification:	<u>A-1; Agricultural</u>
Proposed Use of Property	<u>Residential (manufactured home)</u>
Applicant:	<u>Kim Blakley</u>

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 05, 2013 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 17, 2013 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.

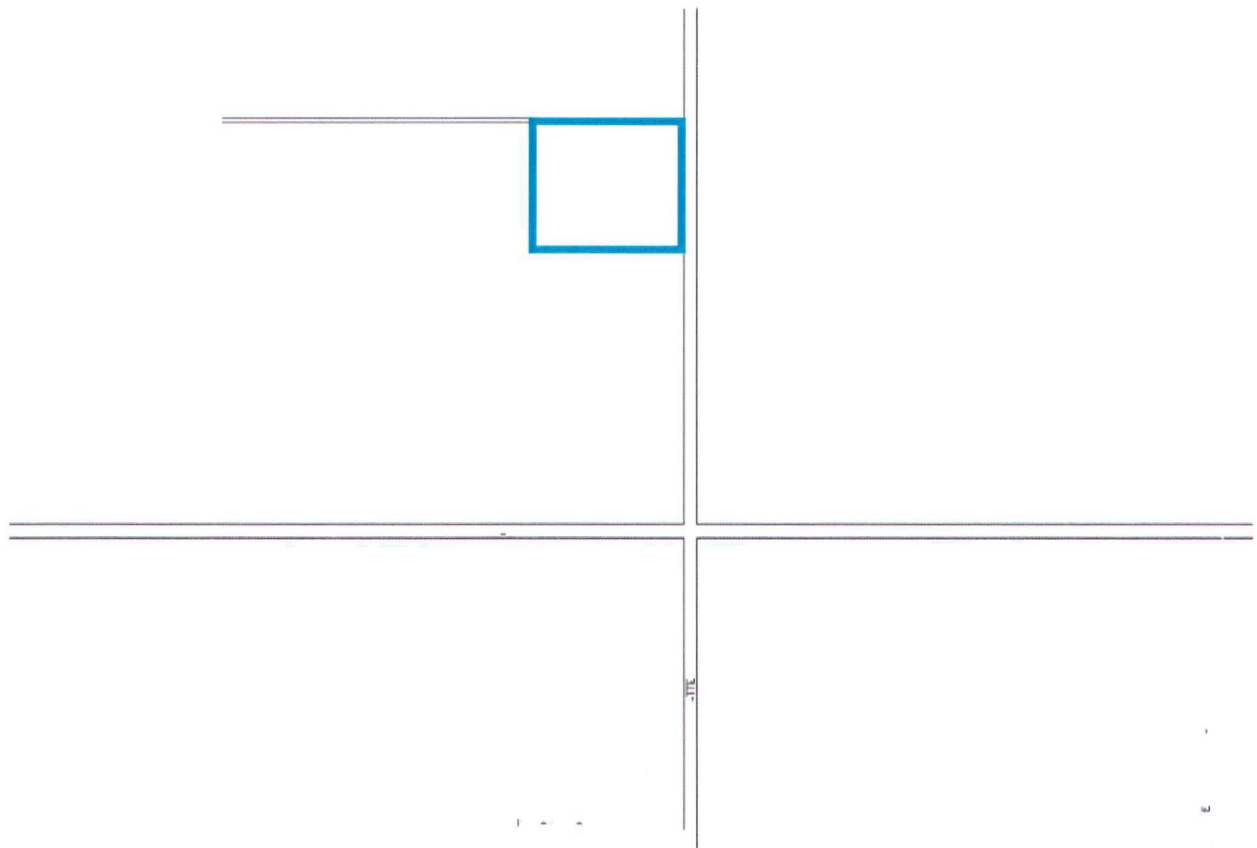
Witness my hand this 15th day of May, 2013.



Donna Mayo, Deputy
Phyllis Loftis, City Clerk

Location Map

Figure 1 – Location Map- Property in question at the corner of West Lake Road and Patterson Road is highlighted in blue.



CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. P07-13 CASE NO. 130577

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 CUP-A-1 District to CUP-A-1 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 14702 Patterson Rd Shawnee OK

LEGAL DESCRIPTION: SE 1/4 of the NE 1/4 of the SE 1/4 of Section 9 Township 10 N Range 3 E of the Indian Base & Meridian 10th Co State of OK

PROPERTY OWNER (S): Mary L. Lumberton

PROPERTY AGENT (APPLICANT): Darrell & Ann Blakley

APPLICANT'S ADDRESS: 34991 Westchase Rd

CITY: Shawnee **STATE** OK **ZIP** 74804

EMAIL ADDRESS: N+M+Blakley@gmail.com

TELEPHONE NUMBER: (405) 964 4994 **CONTACT NUMBER:** (405) 964 4994

DIMENSIONS OF PROPERTY: AREA 10 acres WIDTH 660'
LENGTH 660' FRONTAGE 660'

CURRENT ZONING: A-1 **CURRENT USE:** A-1

PROPOSED ZONING: A-1 **PROPOSED USE:** Res

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]
SIGNATURE OF APPLICANT

(FOR STAFF USE ONLY)

Filed in the office of the Planning Department, 222 N. Broadway, this 7 day of, May 2013

[Signature]
PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. 01468080

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.:** _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

The undersigned Bonded Abstractor in and for the aforesaid County and State 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 lands:

The Southeast Quarter of the Northeast Quarter of the Southeast Quarter
(SE/4 NE/4 SE/4) of Section Nine (9), Township Ten (10) North, Range Two
(2) East of the Indian Meridian, Pottawatomie County, Oklahoma.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to One (1), both inclusive.

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this report intended to guarantee title thereof. The liability of the Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 25th day of April, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

By 
Teresa Southard, Licensed Abstractor #264

Order No. 1823451-SH99

Ownership List

Order No. 1823451-SH99

Date April 25, 2013

Page No. 1

OWNER

BRIEF LEGAL:

Robert C. Foust and Judy Foust – 31709 Westlake Road, Shawnee, OK 74801

W/2 SW/4 NE/4 SE/4 Section 9, Township 10 North, Range 2 East

Brian K. Ingram and Phyllis E. Ingram – 31805 Westlake Road, Shawnee, OK 74801

E/2 SW/4 NE/4 SE/4 Section 9, Township 10 North, Range 2 East

Janetta E. Worth – 31704 Westlake Road, Shawnee, OK 74801

W/2 NW/4 NE/4 SE/4 Section 9, Township 10 North, Range 2 East

Franklin D. Wilson and Linda M. Wilson – 31902 Westlake, Shawnee, OK 74801

S/2 NE/4 NE/4 SE/4 & N/2 NE/4 NE/4 SE/4 & E/2 NW/4 NE/4 SE/4 Section 9, Township 10 North, Range 2 East

B. C. Harris and Ann G. Harris Revocable Trust – 1405 Cambridge Court, Shawnee, OK 74804-2333

E/2 SE/4 SE/4 Section 9, Township 10 North, Range 2 East

Mary L. Kimbrough Trust – 1720 N. Spencer Road, Oklahoma City, OK 73141

SE/4 NE/4 SE/4 Section 9, Township 10 North, Range 2 East

David W. Lillegard and Betty Lillegard – 361 Dusty Road, McCloud, OK 74851

Beg. 659.62' E SW/C SE/4 Section 9, Township 10 North, Range 2 East; thence E 634.37'; thence N 636.38'; thence E 684.67'; thence N 691.07'; thence W 1979.25'; thence S 658.21'; thence E 659.63'; thence S 660.06' to beg.

Shawnee Reservoir

W/2 NW/4 SW/4 & NW/4 SW/4 SW/4 Section 10, Township 10 North, Range 2 East

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: THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE/4 NE/4 SE/4) OF SECTION NINE (9), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, REZONING SAID PROPERTY FROM A-1; AGRICULTURAL TO A-1; AGRICULTURAL WITH A CONDITIONAL USE PERMIT AND 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 conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 17th day of June, 2013, upon an application to rezone property located in the City of Shawnee, Oklahoma to A-1; Agricultural with a Conditional Use Permit.

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: The Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE/4 NE/4 SE/4) of Section Nine (9), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma, be rezoned A-1; Agricultural with a Conditional Use Permit and the official zoning map heretofore adopted is hereby amended as to include said property A-1; Agricultural with a Conditional Use Permit.

PASSED AND APPROVED this 17th day of June, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 17th day of June, 2013.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 06/17/2013

P08-13 Rezone

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance rezoning property located on Main Street between Minnesota and McKinley from I-2; Light Industrial and C-3; Automotive, Commercial and Recreation to C-4; Central Business (Downtown). Case #P08-13 Applicant: City of Shawnee

Attachments

Rezone P08-13

Ordinance

RECOMMENDATION TO:

MAYOR

BOARD OF CITY COMMISSIONERS

CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE

PLANNING COMMISSION

SUBJECT:

APPLICANT: City of Shawnee

FOR: Rezone

LOCATION: Downtown Shawnee (between Minnesota and McKinley)

PROJECT#: 130585 Case# P08-13

LEGAL DESCRIPTION:

SEE OWNERSHIP LIST

CURRENT CLASSIFICATION:

I-2; Light Industrial and C-3; Automotive and Commercial

REQUESTED CLASSIFICATION:

C-4; Central Business (Downtown)

PROPOSED PROPERTY USE:

Retail

PLANNING COMMISSION MEETING DATE: June 5, 2013

PLANNING COMMISSION RECOMMENDATION: Approval

VOTE OF THE PLANNING COMMISSION:

MEMBERS PRESENT: 5

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

RESPECTFULLY SUBMITTED,

Linda Burg

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
REZONE
CASE #P08-13

TO: Shawnee Planning Commission

AGENDA: June 5, 2013

RE: CASE #P08-13; Rezone Request from I-2: Light Industrial and C-3: Commercial Automotive to C-4: Downtown Commercial

PROPOSAL

The City of Shawnee is requesting to rezone several parcels along Main Street between Minnesota Street and McKinley Street. The properties are currently zoned I-2: Light Industrial and C-3: Commercial Automotive and the requested zoning classification is C-4: CBD/Downtown Commercial. The proposed rezone will help facilitate redevelopment in this area by providing more flexible zoning standards that take into account the historic development pattern.

GENERAL INFORMATION

Applicant	City of Shawnee
Owners	Multiple – See Attached
Site Location/Address	<i>See Figure 1 and Table 1</i>
Current Site Zoning	I-2: Light Industrial and C-3: Commercial Automotive
Proposed Zoning	C-4: Central Business District
Parcel Size	Varies
Proposed Use	No specific changes proposed

Comprehensive Plan Designation	Commercial
Existing Land Use	Commercial
Surrounding Land Use	Many of the properties are surrounded by Commercial uses, however the properties on the east side of the railroad track do back up to residential properties.
Surrounding Zoning	Varies – please see zoning map.

STAFF ANALYSIS AND FINDINGS

At the January 2013 Planning Commission meeting, there was a proposed zone change for property located at 702 East Main to change the zoning from I-2, Light Industrial to C-3, Commercial Automotive. After much discussion between the community, the Planning Commission and City Commission, the proposed zone change was denied due to a variety of reasons. During the discussion, several property owners within the area noted that some of the properties fronting Main Street would be better suited for downtown uses if the properties were rezoned to C-4, Downtown Commercial since the area has limited parking and the parcels are not suited for industrial uses.

To address the needs of the community, the Planning Commission directed Staff to look at a proposed City-initiated zoning change for several properties fronting Main Street. Because this section of Downtown has evolved and changed from more industrial uses to more commercial uses, the change of zoning would allow for more commercial opportunities consistent with the rest of the downtown area.

Staff has notified all property owners within the rezone area and has also complied with all standard notice requirements. As of May 31, 2013, staff has only received one verbal comment from an adjoining property owner who expressed support for the zone change.

Staff has reviewed the Shawnee Comprehensive Plan and found that this requested zone change is consistent with the land use map. According to the Plan, this area of downtown is marked for Residential/Public/Commercial use. The C-4 zoning designation provides greater flexibility related to allowed uses, parking requirements, setbacks and other standards. The industrial zoning within the downtown area is a remnant of the City's past, when the railroad was heavily utilized.

Staff also finds that this zone change is important to the continued growth of downtown and follows the spirit of change that is taking place, especially with the new Downtown Study completed by the University of Oklahoma in December 2012. With the zoning changed, there is one less barrier for businesses wanting to locate in Downtown Shawnee and this also allows for better marketing of properties that may be for sale in the area.

Table 1 lists all impacted properties. Figures 1-3 provide additional details.

TABLE 1 - PROPERTIES TO BE REZONED

Property Owner	Legal Description	Current Zoning	Proposed Zoning
Bobby G. Dancer and William S. Buoy	Lot 11, Block 11, Beards Addition to Shawnee	I-2	C-4
Mack Reeves and Kathy Reeves	W 30'4" Lot 8 & E 5' Lot 9, Block 11, Beard's Addition to Shawnee	I-2	C-4
Patrick Allen Hughes	Lot 7 less the E 25' & E' 24.9' Lot 8, Block 11, Beard's Addition to Shawnee	C-3	C-4
Donnie A. Vickery, Bobby G. Dancer and William S. Buoy	W25' of E 30' Lot 9 & E 31' Lot 10 & W 24' Lot 10, Block 11, Beard's Addition	I-2	C-4
Joshua Smith and Rowana Condry	524 E. Main- Lots 12 & 13, Block 19, Choctaw Addition to Shawnee	I-2	C-4
J. C. Winterringer, Inc.	W 25' lot 9, Block 11 Beard's Addition to Shawnee	I-2	C-4
Sarge's Aviation Machine, Inc.	711 E. Main St.- Lots 4 & 5, Block 2, Amended Plat of Block 14 and Part of Block C, Beard's Addition to Shawnee	I-2	C-4
Wall Family, LLC	Lots 14 thru 17 & Lots 20 & 21 & Beg. SW/C Lot 22; thence N on W line 165' to NW/C Lot 27; thence N90E on N line Lot 27 149.73'; thence S27E 179.20'; thence S 6.72'; thence S90W 233/76' to beg., Block 19, Choctaw Addition	I-2	C-4
Ricky Crow and Claudia Crow	Part Lot 6 Beg. SW/C Lot 6; thence N 97.28'; thence E 23.56'; thence S 97.07'; thence W 23.89' to beg., Block 11, Beard's Addition to Shawnee	C-3	C-4
Randall Penson and Brenda Penson	Lots 6-9, Block 2, Amended Plat of Block 14 and Part of Block C, Beard's Addition to Shawnee	I-2	C-4
Brandon Crow and Carra Crown	E 25' Lot 7, Block 11, Beard's Addition to Shawnee	C-3	C-4

RECOMMENDATION

Staff recommends approval of the proposed rezone from **I-2: Light Industrial** and **C-3: Commercial Automotive** to **C-4: Central Business District** for all of subject properties.

Attachments

1. Figure 1: Zoning Map
2. Figure 2: Future Land Use Map, Shawnee Comprehensive Plan
3. Figure 3: Aerial views of rezone sites.
4. Application Materials

Figure 1: Zoning map, with sites outlined in blue.

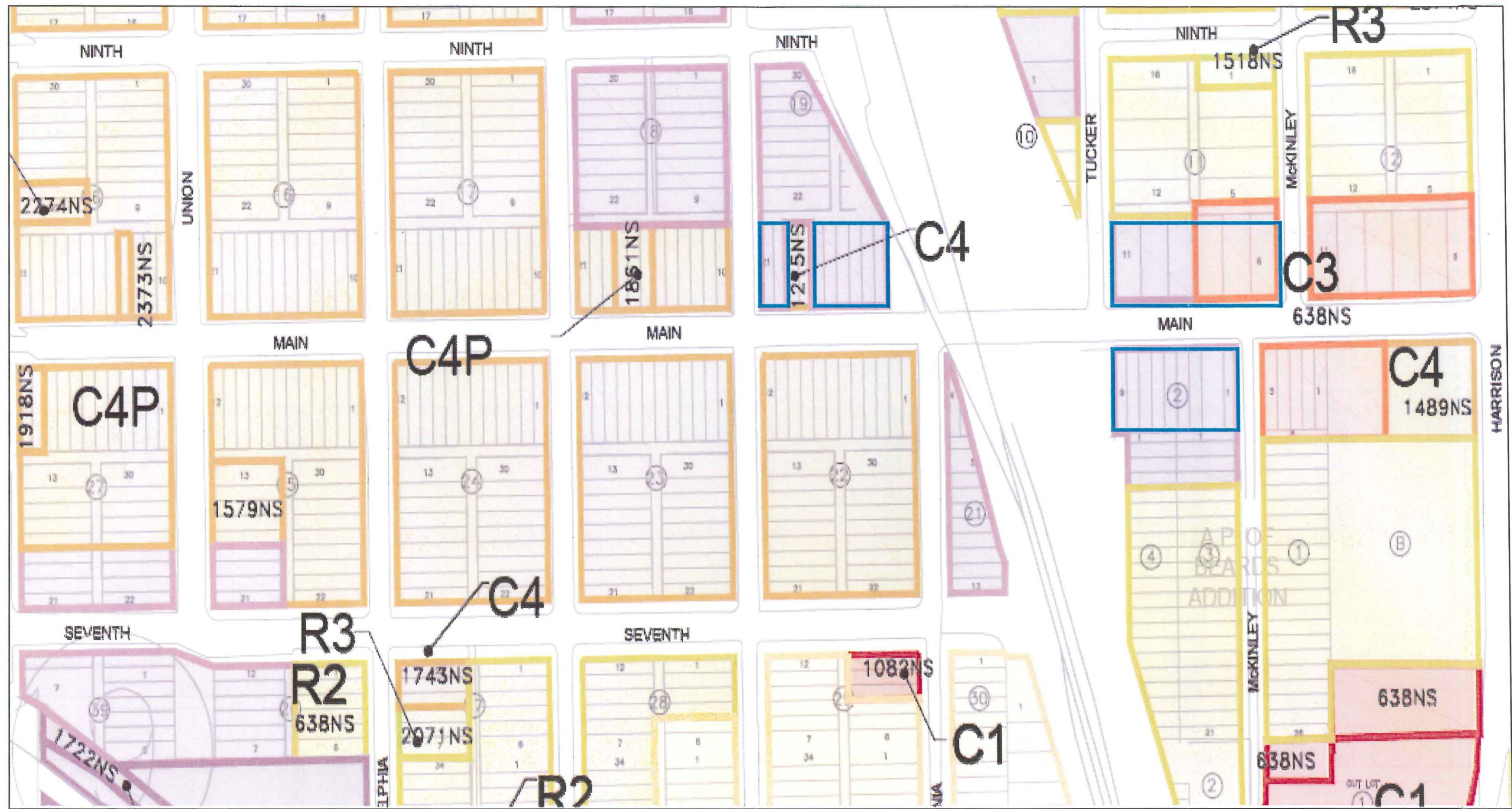


Figure 2: Future Land Use Map, with proposed zone change demarcated.

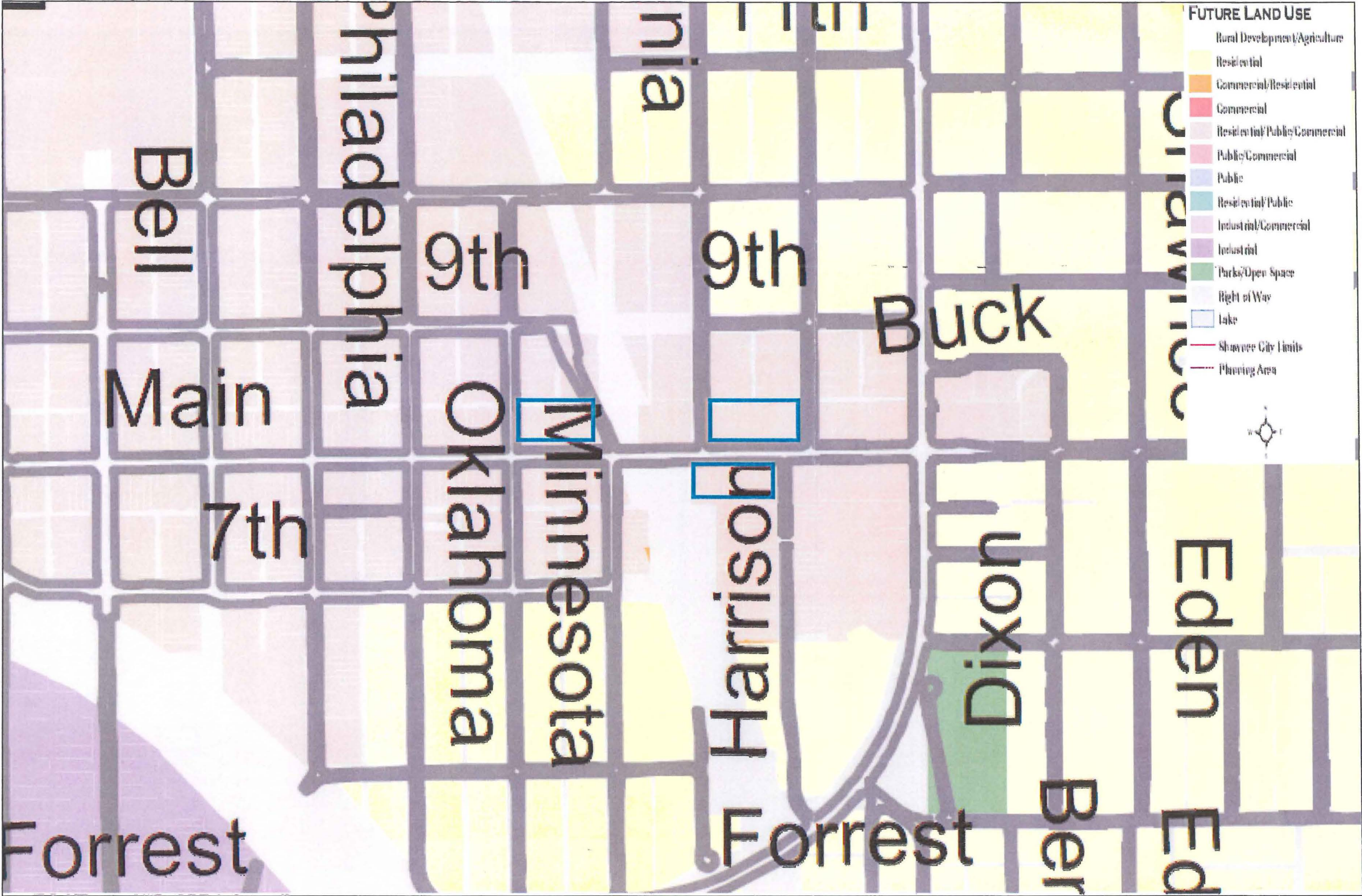




Figure 3: Aerial views of locations proposed for rezoning.

Upper Left: North side of Main Street between N. Tucker and N. McKinley. Current uses include Main Street Fruit Market, vacant buildings, and buildings utilized for storage and other uses.

Lower Left: North side of Main Street from N. Minnesota to City Park next to Depot. Current uses include parking and one vacant building.

Lower Right: South side of Main Street between rail right-of-way and S. McKinley Ave. Current uses include Green's Corner (antiques) and other unoccupied structures.



CITY OF SHAWNEE
PUBLIC HEARING NOTICE
CASE #P08-13

Notice is hereby given that the City of Shawnee, Oklahoma, will conduct a public hearing on a proposed Rezone of property located within the City of Shawnee.

The property requesting rezoning is described as follows:

Lots 12 thru 17, Block 19, CHOCTAW ADDITION and Beginning at the Northeast Corner of Lot 4, Block 10, BEARD'S ADDITION; thence West to the East Line of the A.T.&S.F. Railroad Right-of-Way; thence Southeasterly 31.78 feet South of North Line of Lot 4; thence East to East line of Lot 4; thence N 31.78 feet to the point of beginning and Beginning at the Southwest Corner of Lot 6; thence North 97.28 feet; thence East 23.56 feet; thence South 97.07 feet; thence West 23.89 feet to the point of beginning and All Lots 7 thru 9 and West 24 feet of Lot 10, Block 11, BEARD'S ADDITION and Lots 1 and 2 and Lots 4 thru 9, Block 2, and Lots 5 & 6, Block 3 and Lots 1 thru 6, Block 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK "C" BEARD'S ADDITION, all to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

General Location Known As:	<u>Downtown Shawnee (between Minnesota and McKinley)</u>
Current Zoning Classification:	<u>I-2; Light Industrial</u>
Requested Zoning Classification:	<u>C-4; Central Business (Downtown)</u>
Proposed Use of Property:	<u>Commercial</u>
Applicant:	<u>City of Shawnee</u>

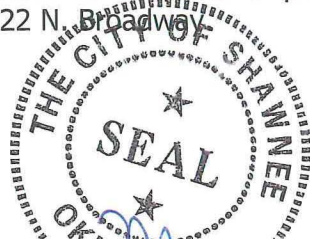
The "Zoning Map of the City of Shawnee, Oklahoma" will be amended accordingly to reflect such change if approved by the City Commission.

The public hearings will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

June 05, 2013 AT 1:30 P.M.: CITY OF SHAWNEE PLANNING COMMISSION
June 17, 2013 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 rezone. The Commission reserves the right to limit discussion and debate on the proposed rezone in the public hearing, in which event those persons appearing in support or opposition of the proposed rezone will be allotted equal time. Any formal protest must be filed in writing with the City Clerk during normal working hours before 5:00 p.m. a minimum of three (3) days prior to the hearing. 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 15th day of May, 2013

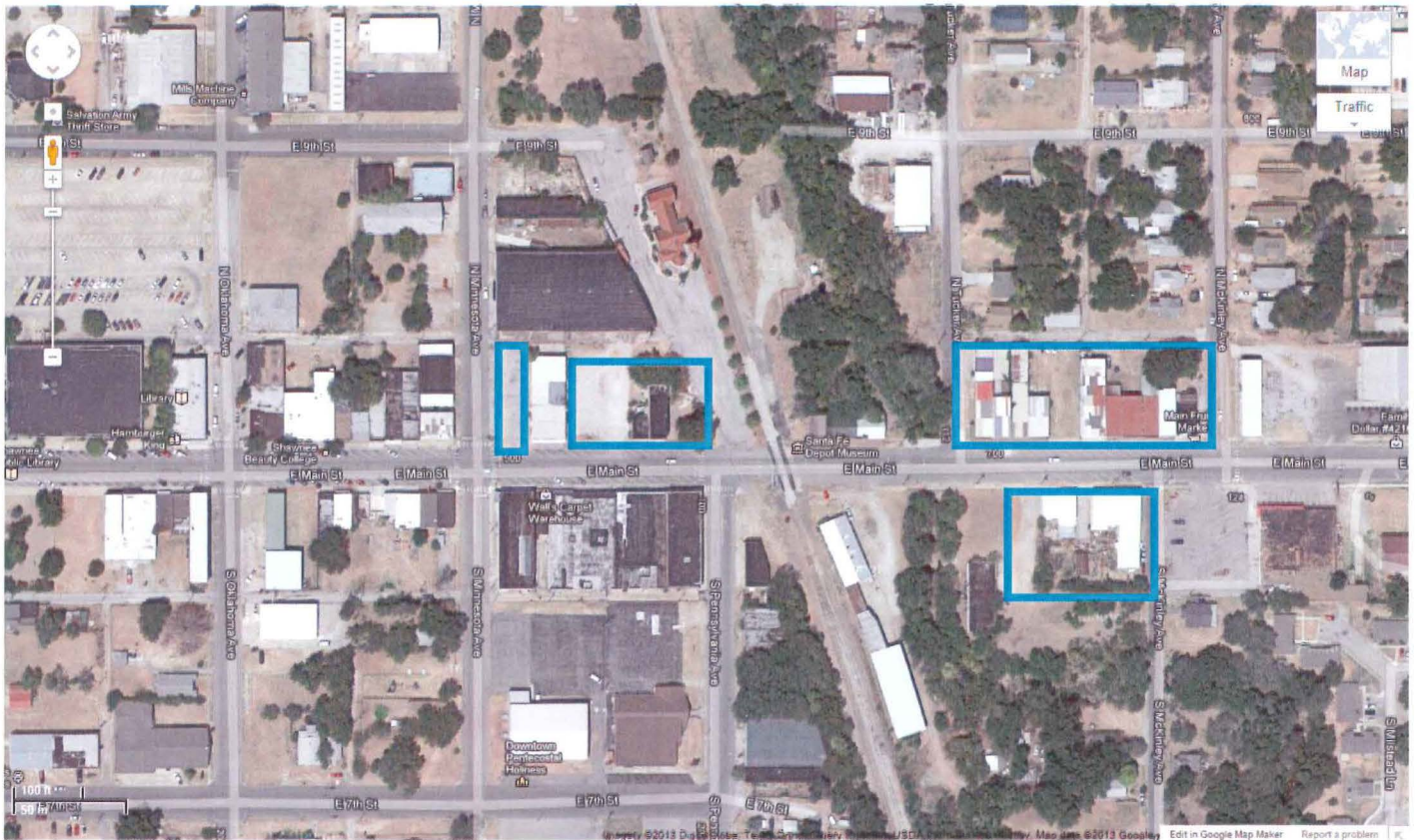


Donna Mayo Deputy
Phyllis Loftis, City Clerk

Location Map

Figure 1 – Location Map- Property in question is highlighted in blue.





CITY OF SHAWNEE
222 N. BROADWAY
SHAWNEE, OK 74801

PLANNING DEPARTMENT
PHONE: (405) 878-1666
FAX: (405) 878-1587

PLANNING COMMISSION APPLICATION
PROJECT NO. 130585 CASE NO. P08-13

REQUEST:

Rezoning ☒ Rezoning w/Conditional Use Permit _____ Conditional Use Permit _____
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 I-2, Light Industrial District to C-4, Downtown Commercial District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): See attached

LEGAL DESCRIPTION: See Attached

PROPERTY OWNER (S): See Attached

PROPERTY AGENT (APPLICANT): City of Shawnee

APPLICANT'S ADDRESS: 222 N. Broadway

CITY: Shawnee **STATE** OK **ZIP** 74801

EMAIL ADDRESS: stephanie.clary@shawneeok.org

TELEPHONE NUMBER: (405) 878-1616 **CONTACT NUMBER:** ()

DIMENSIONS OF PROPERTY: AREA See attachment WIDTH _____
LENGTH _____ FRONTAGE _____

CURRENT ZONING: I-2-Light Commercial **CURRENT USE:** Retail

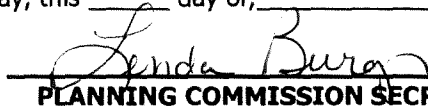
PROPOSED ZONING: C-4, Downtown Use **PROPOSED USE:** Retail

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 _____ day of, _____ 20____


PLANNING COMMISSION SECRETARY

REZONING &/OR C.U.P FEE \$ 280.00
RECEIPT NO. N/A

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.:** _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

-: AFFIDAVIT OF BONDED ABTRACTOR :-

The undersigned Bonded Abstractor in and for the aforesaid County and State 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 lands:

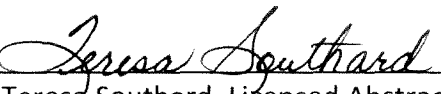
Lots 12 thru 17, Block 19, CHOCTAW ADDITION and Beginning at the Northeast Corner of Lot 4, Block 10, BEARD'S ADDITION; thence West to the East Line of the A.T.&S.F. Railroad Right-of-Way; thence Southeasterly 31.78 feet South of North Line of Lot 4; thence East to East line of Lot 4; thence N 31.78 feet to the point of beginning and Beginning at the Southwest Corner of Lot 6; thence North 97.28 feet; thence East 23.56 feet; thence South 97.07 feet; thence West 23.89 feet to the point of beginning and All Lots 7 thru 9 and West 24 feet of Lot 10, Block 11, BEARD'S ADDITION and Lots 1 and 2 and Lots 4 thru 9, Block 2, and Lots 5 & 6, Block 3 and Lots 1 thru 6, Block 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK "C" BEARD'S ADDITION, all to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from One (1) to Seven (7), both inclusive.

The Abstractor makes no representation or warranty, either expressed or implied, regarding the accuracy of the information contained in this report. The Abstractor does not guarantee the validity of the title of such parties nor is this report intended to guarantee title thereof. The liability of the Abstractor shall be based solely on contract and shall be limited to the price paid for the report by the customer. The parties agree that the Abstractor shall not be liable for consequential damages. Acceptance of the instrument constitutes acceptance of this limitation on liability.

EXECUTED at Shawnee, Oklahoma, this 19th day of March, 2013.

FIRST AMERICAN TITLE AND TRUST COMPANY

By 
Teresa Southard, Licensed Abstractor #264

Order No. 1809262-SH99

Ownership List

Order No. 1809262-SH99

Date March 19, 2013

Page No. 1

OWNER

BRIEF LEGAL:

Luverne Ball and Randall Denton – 15204 Rock Creek Road, Shawnee, OK 74801

E 90' Lots 1 & 2, Block 18, CHOCTAW ADDITION to Shawnee

Lloyd Darrell Ringer, Sr., Marcia Utter and Debra G. Moore – 34008 Hardesty Road, Shawnee, OK 74801

W 50' Lots 1 & 2, Block 18, CHOCTAW ADDITION to Shawnee

Stephen Alan Mullican – 128 N. Minnesota, Shawnee, OK 74801

Lots 3 & 4, Block 18, CHOCTAW ADDITION to Shawnee

Wall Family, LLC – P.O. Box 1247, Shawnee, OK 74802-1247

Lots 5 thru 7 & Lot 8 LESS 15' X 15' & All Lot 9, Block 18 & Lots 7 thru 9 LESS RR & All Lots 22 thru 25 & Lot 26 LESS RR & Lots 14 thru 17 & Lots 20 & 21 & Beg. SW/C Lot 22; thence N on W line 165' to NW/C Lot 27; thence N90°E on N line Lot 27 149.73'; thence S27°E 179.20'; thence S 6.72'; thence S90°W 233.76' to beg., Block 19 & Lots 3 thru 5 & Lots 10 thru 12, Block 22, CHOCTAW ADDITION to Shawnee

Oklahoma Natural Gas – 401 N. Harvey Avenue, Oklahoma City, OK 73102

15' X 15' Lot 8, Block 18, CHOCTAW ADDITION to Shawnee

Danny Hassen and Ruth Ann Hassen – 110 N. Minnesota, Shawnee, OK 74801

Lots 10 & 11, Block 18, CHOCTAW ADDITION to Shawnee

Edward J. Bolt, Jr. and Phyllis M. Bolt, 34804 Owen Road, Shawnee, OK 74801

Lot 12, Block 18, CHOCTAW ADDITION to Shawnee

Danny Hassen and Kelly Hassen – 110 N. Minnesota, Shawnee, OK 74801

Lot 13, Block 18, CHOCTAW ADDITION to Shawnee

Loyd R. Norton – 1224 N. Louisa, Shawnee, OK 74801

Lots 14 & 15, Block 18, CHOCTAW ADDITION to Shawnee

Tom Smith – 1909 N. Bell, Shawnee, OK 74804

Lot 16, Block 18 & Lot 1, Block 23 & Lot 8, Block 23, CHOCTAW ADDITION to Shawnee

Shawnee Beauty College, LLC – 410 E. Main, Shawnee, OK 74801

Lots 17 thru 19, Block 18, CHOCTAW ADDITION to Shawnee

Thomas J. Smith and Barbara Ann Smith – 1909 N. Bell, Shawnee, OK 74804

Lots 20 & 21, Block 18, CHOCTAW ADDITION to Shawnee

Joanne M. Allen – 2105 N. Minnesota, Shawnee, OK 74804

Lots 22 & 23, Block 18, CHOCTAW ADDITION to Shawnee

J. C. Winterringer, Inc. – P.O. Box 1809, Shawnee, OK 74802-1809

Lots 24 thru 30, Block 18 & Lot 5 Beg. 30' N SW/C; thence E to point intersection with W line of Eastern Oklahoma RR, etc. Block 21, CHOCTAW ADDITION & W 25' Lot 9, Block 11, BEARD'S ADDITION to Shawnee

Ownership List

Order No. 1809262-SH99

Date March 13, 2013

Page No. 2

OWNER

BRIEF LEGAL:

Eastern Oklahoma Railroad

Lots 1 thru 6 & Part of Lots 7, 8, 27 & 28 & Part Lots 29 & 30 Beg. NE/C Lot 30; thence W on N line of Lot, etc., Block 19 & All Lots 1 & 2 and Part of Lots 3 thru 12, Block 21, CHOCTAW ADDITION to Shawnee

Joshua Smith and Rowana Condry – P.O Box 43, Tecumseh, OK 74873

Lots 12 & 13, Block 19, CHOCTAW ADDITION to Shawnee

Randy Haynes – 31655 Highway 102, Wanette, OK 74878

Lots 18 & 19, Block 19, CHOCTAW ADDITION to Shawnee

Monty J. Garner and Barbara A. Garner – 15600 Highway 102, Shawnee, OK 74801

Lot 28, LESS Beg. NE/C W on N line of said Lot 9.1'; thence S17°8'E to point on E line; thence N to beg. & Lots 29 & 30, Block 19, CHOCTAW ADDITION to Shawnee

Wall Family, LLC – c/o The First National Bank & Trust – P.O. Box 669, Ada, OK 74821-0669

Beg. SW/C Lot 22, Block 19; thence N on W line 165' to NW/C Lot 27; thence N90°E on N line Lot 27 149.73'; thence S27°E 179.20'; thence S 6.72'; thence S90°W 233.76' to beg. & Lots 3 thru 5, Block 22 & Lots 10 thru 12, Block 22, CHOCTAW ADDITION to Shawnee

Larry Eldon Woods and Donna Jean Fielding – 620 N. Pottenger, Shawnee, OK 74801

Lots 5 thru 10, Block 21, CHOCTAW ADDITION to Shawnee...LESS RR

Justin Alan Danker – Route 2, Box 125, Wellston, OK 74881

Lots 11 thru 13, Block 21, CHOCTAW...LESS RR & N 25' adjacent alley to Lot 13

Baptist's Inc. – 211 E. Main, Shawnee, OK 74801

Lots 1 & 2, Block 22, CHOCTAW ADDITION to Shawnee

Newton Wall Co. – P.O. Box 1247, Shawnee, OK 74802-1247

Lots 6 thru 9, Block 22, CHOCTAW ADDITION to Shawnee

Downtown Pentecostal Holiness Church – 518 E. 7th, Shawnee, OK 74801

Lots 13 thru 30, Block 22 & Lots 27 thru 30, Block 23, CHOCTAW ADDITION to Shawnee

Thomas Jefferson Smith and Barbara Ann Smith - 1909 N. Bell, Shawnee, OK 74804

Lot 2, Block 23, CHOCTAW ADDITION to Shawnee

Simon Ott and Rian Ada Hunter Ott – 34 Midland, Shawnee, OK 74804

Lots 3 thru 4 & E 12.5' Lot 5, Block 23, CHOCTAW ADDITION to Shawnee

Lonnie M. Cox – 16808 Magnino Road, Shawnee, OK 74801

W 12.5' Lot 5 & All Lots 6 & 7, Block 23, CHOCTAW ADDITION to Shawnee

Ownership List

Order No. 1809262-SH99

Date March 19, 2013

Page No. 3

OWNER

BRIEF LEGAL:

Danny R. Yort – 401 E. Main, Shawnee, OK 74801

Lot 9 thru 12, Block 23, CHOCTAW ADDITION to Shawnee

Steve L. Williams – 115 S. Oklahoma, Shawnee, OK 74801

Lots 13 thru 15 & N 15' Lot 16, Block 23, CHOCTAW ADDITION to Shawnee

Ernest Davis and Beverly Davis – 812 E. 9th, Shawnee, OK 74801

Lot 9, Block 7, BEARD'S ADDITION to Shawnee

Sonia L. Broudrick – 46500 F. Hardesty Road, Shawnee, OK 74801

Lot 8, Block 8, BEARD'S ADDITION to Shawnee

James D. Bonner and Barbara A. Bonner – 202 N. Tucker, Shawnee, OK 74801

Lots 9 & 10, Block 8 & S 28' Lot 3 & Beg. NE/C Lot 4 W to E line of AT&SF RR R/W; thence SE'ly 31.78' S of N line Lot 4; thence E to E line Lot 4; thence N 31.78' to beg., Block 10, BEARD'S ADDITION to Shawnee

Zygmund O. Giza and Ruth W. Giza – 618 N. Park, Shawnee, OK 74801

Lot 11, Block 8, BEARD'S ADDITION to Shawnee

Barbara A. Goodson – 202 N. Tucker, Shawnee, OK 74801

S 12½' Lot 5 & All Lots 6 thru 8, Block 9 & Lots 1 & 2 & N 23' Lot 3, Block 10, BEARD'S ADDITION to Shawnee

Board of County Commissioners – 14101 Acme Road, Shawnee, OK 74804

S 18.22' Lot 4 & All Lot 5 lying E of AT&SF RR R/W, Block 10, BEARD'S ADDITION to Shawnee

Donald E. Broudrick and Sonia L. Broudrick – 46500 F. Hardesty Road, Shawnee, OK 74801

Lot 1, Block 11, BEARD'S ADDITION to Shawnee

Lola D. Cox and Cathy A. Robison – 128 N. McKinley, Shawnee, OK 74801

Lot 2, Block 11, BEARD'S ADDITION to Shawnee

Stephen Randel Cox – 124 N. McKinley, Shawnee, OK 74801

Lot 3, Block 11, BEARD'S ADDITION to Shawnee

Lola D. Cox and Stephen R. Cox – 124 N. McKinley, Shawnee, OK 74801

Beg. NE/C Lot 4; thence W 135' to W line of Lot 4; thence S 37'; thence SE'ly to a point on the E line of Lot 4; thence 8' N of SE/C of said Lot; thence N 42' to beg., BEARD'S ADDITION to Shawnee

Cathy A. Robinson – 128 N. McKinley, Shawnee, OK 74801

All Lot 5 & Part Lot 4 Beg. SE/C Lot 4; thence N 8'; thence in a NW direction passing through the center of a well to the alley; thence S 13'; thence E along the S line of Lot 4 to beg., Block 11, BEARD'S ADDITION to Shawnee

Ownership List

Order No. 1809262-SH99

Date March 19, 2013

Page No. 4

OWNER

BRIEF LEGAL:

Ricky Crow and Claudia Crow – 47504 E. Independence St., Shawnee, OK 74804

Part Lot 6 Beg. SW/C Lot 6; thence N 97.28'; thence E 23.56'; thence S 97.07'; thence W 23.89' to beg., Block 11, BEARD'S ADDITION to Shawnee

Patrick Allen Hughes – 2127 W. Benedict, Shawnee, OK 74801

Lot 7 LESS the E 25' & E 24.9' Lot 8, Block 11, BEARD'S ADDITION to Shawnee

Brandon Crow and Carra Crown – 19757 South Rock Creek Road, Shawnee, OK 74801

E 25' Lot 7, Block 11, BEARD'S ADDITION to Shawnee

Mack Reeves and Kathy Reeves – 1819 N. Pennsylvania, Shawnee, OK 74804

W 30'4" Lot 8 & E 5' Lot 9, Block 11, BEARD'S ADDITION to Shawnee

Donnie A. Vickery, Bobby G. Dancer and William S. Buoy – P.O. Box 424, Tecumseh, OK 74873

W 25' of E 30' Lot 9 & E 31' Lot 10 & W 24' Lot 10, Block 11, BEARD'S ADDITION to Shawnee

Bobby G. Dancer and William S. Buoy – 9301 N. Harrison, Shawnee, OK 74804

Lot 11, Block 11, BEARD'S ADDITION to Shawnee

Ramona J. Cleek Trust – 13001 Vinehaven Boulevard, Oklahoma City, OK 73170

Lot 12, Block 11, BEARD'S ADDITION to Shawnee

Shawnee Affordable Housing LP – 820 Eastside Boulevard, Muskogee, OK 74403

Lot 13, Block 11, BEARD'S ADDITION to Shawnee

Charles Casey and Gina Casey – 127 N. Tucker, Shawnee, OK 74801

Lot 14, Block 11, BEARD'S ADDITION to Shawnee

Marcus Phishedda – 129 N. Tucker, Shawnee, OK 74801

Lot 15, Block 11, BEARD'S ADDITION to Shawnee

Juanita Green Trust – 2306 E. 11th, Shawnee, OK 74801

Lot 16, Block 11, BEARD'S ADDITION to Shawnee

James E. Mongold and Juanita Mongold – 701 S. Bryan, Shawnee, OK 74801

Lot 6 LESS Beg. SE/C; thence W 31.11'; thence N 97.07'; thence E 31.44'; thence S 96.80' to beg. & LESS Beg. SW/C Lot 6; thence N 97.28'; thence E 23.56'; thence S 97.07'; thence W 23.89' to beg., Block 11, BEARD'S ADDITION to Shawnee

Lena V. Crabtree – 132 N. Harrison, Shawnee, OK 74801

Lot 1, Block 12, BEARD'S ADDITION to Shawnee

William J. Rinderer and Lois J. Rinderer – 6 Melanie Lane, Shawnee, OK 74801

Lot 2 & N 10' Lot 3, Block 12, BEARD'S ADDITION to Shawnee

Allen E. Hurst and Louella J. Hurst – 124 N. Harrison, Shawnee, OK 74801

S 40' Lot 3, Block 12, BEARD'S ADDITION to Shawnee

Ownership List

Order No. 1809262-SH99

Date March 19, 2013

Page No. 5

OWNER

BRIEF LEGAL:

Lee Craig Phillips, et al – c/o Robbin Kear Phillips – 6808 N. Grove Ave., Oklahoma City, OK 73132-6615

Lots 4 & 5, Block 12, BEARD'S ADDITION to Shawnee

Realty Income Properties 18 LC – 600 LA Terraza Boulevard, Escondido, CA 92025

Lots 6 thru 9, Block 12, BEARD'S ADDITION to Shawnee

Kevin Kalies – 1811 Henson Court, Shawnee, OK 74804

Lots 10 & 11, Block 12, BEARD'S ADDITION to Shawnee

Jimmy Dean Heffley and Tammy R. Heffley – 117 N. McKinley, Shawnee, OK 74801

Lots 12 & 13, Block 12, BEARD'S ADDITION to Shawnee

Bruce D. Hurst – 125 N. McKinley, Shawnee, OK 74801

Lot 14, Block 12, BEARD'S ADDITION to Shawnee

Jeanne A. Austin – 304 S. Oklahoma, Shawnee, OK 74801

Lot 15, Block 12, BEARD'S ADDITION to Shawnee

Housing Authority of the Absentee Shawnee Tribe – P.O. Box 425, Shawnee, OK 74802-0425

Lot 16, Block 12, BEARD'S ADDITION to Shawnee

Citizen Potwatomi Nation – 1601 Gordon Cooper Dr., Shawnee, OK 74801

Lots 1 thru 6, Block 1, AMENDED PLAT OF BLOCK 14 AND PART BLOCK C, BEARD'S ADDITION to Shawnee & Beg. W line of Interurban R/W & on S line of Main St.; thence S 165'; thence W 110'; thence N 165'; thence E 110' to beg. Being part of N 165' of Block B, BEARD'S ADDITION lying W of Interurban R/W

Harvey G. Rooks and Sandra A. Rooks – 944 S. Fishmarket Road, McCloud, OK 74851

Lots 7 & 8, Block 1, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Glen Rock and Raythene Rock – 12324 St. Lukes Lane, Oklahoma City, OK 73142

Lots 9 thru 11, Block 1, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

City of Shawnee – P.O. Box 1448, Shawnee, OK 74802-1448

Lots 12 & 13, Block 1, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Dunbar Heights Community Group – 720 S. Broadway, Shawnee, OK 74801

Lot 14, Block 1 & Lots 8 & 9, Block 3, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Board of County Commissioners – 14101 Acme Road, Shawnee, OK 74804

Lot 15 & N 4.25' Lot 16, Block 1 & Lot 7, Block 3, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Ownership List

Order No. 1809262-SH99

Date March 19, 2013

Page No. 6

OWNER

BRIEF LEGAL:

Shelby Ray Stalnaker – 135 S. McKinley, Shawnee, OK 74801

S 20.75' Lot 16 & All Lot 17, Block 1, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Open Arms of Faith Church – 207 S. McKinley, Shawnee, OK 74801

Lots 18 thru 22, Block 1, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Ronald D. Green – 723 E. Main, Shawnee, OK 74801

Lot 1 & E 20' Lot 2 & All Lot 3, Block 2, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

George Hoover – c/o George N. Hoover – 7916 Woodway Dr., Houston, TX 77063

W 25' Lot 2, Block 2, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Sarge's Aviation Machine, Inc. – 711 E. Main, Shawnee, OK 74801

Lots 4 & 5, Block 2, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Randall D. Penson and Brenda L. Penson – 2109 N. Bell, Shawnee, OK 74804

Lots 6 thru 9, Block 2 & Lots 1 thru 6, Block 3 & Lots 1 thru 6, Block 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Argie Davis – 132 S. McKinley, Shawnee, OK 74801

Lot 10, Block 3, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

John T. Baker and Jean Baker – 136 S. McKinley, Shawnee, OK 74801

Lots 11 thru 13, Block 3 & Lots 7 thru 13, Block 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Allen Bray and Teresa Bray – 51 Northridge, Shawnee, OK 74804

Lots 14 thru 17, Block 3 & Lots 14 & 15, Block 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK C, BEARD'S ADDITION to Shawnee

Jerry Matthews – 617 E. Main, Shawnee, OK 74801

AMENDED PLAT OF BLOCK 15 AND PART BLOCK 3, BEARD'S ADDITION to Shawnee; that portion off Blocks 15 & C lying NE'ly of the center line of that certain RR tract designated in the records of the AT&SF RR Co. as Cushing Subdivision Main Tract, described in 4 deeds

Dennis Raley – HC67 Box 526, Canadian, OK 74425

N 165' of E 140' Block B, BEARD'S ADDITION to Shawnee

White Commercial Real Estate, LLC – P.O. Box 1029, Shawnee, OK 74802-1029

Part Blocks 8, 9, 12, 19 & 20 & Part vacated alley in Blocks 12 & 12, CHOCTAW ADDITION to Shawnee

Ownership List

Order No. 1809262-SH99

Date March 19, 2013

Page 7

OWNER

BRIEF LEGAL:

The Burlington Northern & Santa Fe Railway Co. – P.O. Box 961089, Ft. Worth, TX 76161-0089

Part of the Burlington Northern & Santa Fe RR Station ground pro in NE beg. At the intersection of N line of Main St. & W Line of Tucker Ave. according to plat of BEARD'S ADDITION; thence W'ly along N line 170' to intersection with a line drawn parallel with & distant 48' NE of as measured at right angles from RR main tract centerline as now located over & across NE; thence NE 214' to intersection with the W'ly extension of the N line Lot 5, Block 10, BEARD'S ADDITION to Shawnee

Shawnee Housing Authority – 1002 W. 7th, Shawnee, OK 74801

Beg. 33' W SE/C NE/4 Sec. 19-10N-4E; thence W 80'; NW 44'; NW 58'; NW 66'; NW 76'; N 48'; NE 48'; NE 103'; NW 55'; NW 61'; NW 39.12'; N 96.36'; E 300'; S 493'' to beg.

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: LOTS 12 THRU 17, BLOCK 19, CHOCTAW ADDITION AND BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 10, BEARD'S ADDITION; THENCE WEST TO THE EAST LINE OF THE A.T.&S.F. RAILROAD RIGHT-OF WAY; THENCE SOUTHEASTERLY 31.78 FEET SOUTH OF NORTH LINE OF LOT 4; THENCE EAST TO EAST LINE OF LOT 4; THENCE N 31.78 FEET TO THE POINT OF BEGINNING AND BEGINNING AT THE SOUTHWEST CORNER OF LOT 6; THENCE NORTH 97.28 FEET; THENCE EAST 23.56 FEET; THENCE SOUTH 97.07 FEET; THENCE WEST 23.89 FEET TO THE POINT OF BEGINNING AND ALL LOTS 7 THRU 9 AND WEST 24 FEET OF LOT 10, BLOCK 11, BEARD'S ADDITION AND LOTS 1 AND 2 AND LOTS 4 THRU 9, BLOCK 2, AND LOTS 5 & 6, BLOCK 3 AND LOTS 1 THRU 6, BLOCK 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK "C" BEARD'S ADDITION, ALL TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, REZONING SAID PROPERTY FROM I-2; LIGHT INDUSTRIAL AND C-3; AUTOMOTIVE, COMMERCIAL AND RECREATION TO C-4; CENTRAL BUSINESS (DOWNTOWN) AND 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 conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 17th day of June, 2013, upon an application to rezone property located in the City of Shawnee, Oklahoma to C-4; Central Business (Downtown).

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: Lots 12 thru 17, Block 19, CHOCTAW ADDITION and Beginning at the Northeast Corner of Lot 4, Block 10, BEARD'S ADDITION; thence West to the East Line of the A.T.&S.F. Railroad Right-of Way; thence Southeasterly 31.78 feet South of North Line of Lot 4; thence East to East line of Lot 4; thence N 31.78 feet to the point of beginning and Beginning at the Southwest Corner of Lot 6; thence North 97.28 feet; thence East 23.56 feet; thence South 97.07 feet; thence West 23.89 feet to the point of beginning and All Lots 7 thru 9 and West 24 feet of Lot 10, Block 11, BEARD'S ADDITION and Lots 1 and 2 and Lots 4 thru 9, Block 2, and Lots 5 & 6, Block 3 and Lots 1 thru 6, Block 4, AMENDED PLAT OF BLOCK 14 AND PART OF BLOCK "C" BEARD'S ADDITION, all to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof and the official zoning map heretofore adopted is hereby amended as to include said property C-4; Central Business (Downtown).

PASSED AND APPROVED this 17th day of June, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on the 17th day of June, 2013.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 06/17/2013

Resolution of Budget and Acceptance

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Public hearing and consideration of a resolution adopting the budget for the City of Shawnee for the period of July 1, 2013 through June 30, 2014 finding all things requisite and necessary have been done in preparation and presentation of budget.

Attachments

Resolution

Budget

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2013 THROUGH JUNE 30, 2014 FINDING ALL THINGS REQUISITE AND NECESSARY HAVE BEEN DONE IN PREPARATION AND PRESENTATION OF SAID BUDGET.

WHEREAS, the Charter of the City of Shawnee, Oklahoma, and statutes of the State of Oklahoma, require that an annual budget be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, prior to the beginning of the fiscal year of said City, and that a public hearing be held thereon prior to the adoption of said budget; and

WHEREAS, the budget for the fiscal year July 1, 2013 through June 30, 2014, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required by Charter and/or statute, and all comments and objections have been considered; and

WHEREAS, the following is a summary of the anticipated sources of revenue, and of the amounts appropriated; to wit:

001 GENERAL FUND	\$24,088,498
101 STREET & ALLEY FUND	\$365,000
102 E-911 FUND	\$676,000
103 REVOLVING OIL & GAS FUND	\$254,279
104 ECONOMIC DEVELOPMENT FUND	\$439,194
105 SPAY/NEUTER FUND	\$23,180
106 HOTEL/MOTEL SURCHARGE FD	\$645,663
107 POLICE SALES TAX FUND	\$401,044
108 FIRE SALES TAX FUND	\$401,044
112 TAX INCREMENT FINANCE FUND	\$468,071
113 DRUG FORFEITURE FUND	\$465
201 DEBT SERVICE FUND	\$59,849
301 CAPITAL IMPROVEMENT FUND	\$3,943,952
302 STREET IMPROVEMENT FUND	\$5,632,439
601 WORK COMP SELF-INSUR FUND	\$1,170,016
701 LIBRARY FUND	\$89,827
702 CEMETERY PERPETUAL FUND	\$175,255
704 SENIOR CITIZENS FUND	\$21,819
706 GIFTS & CONTRIBUTIONS	\$144,699
709 SISTER CITIES FUND	\$32,191

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

THAT the budget for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, be, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2013 through June 30, 2014.

BE IT FURTHER RESOLVED, that the said City Commission finds, determines and declares that all things requisite and necessary to the presentation and adoption of said budget have been performed as required by Charter and/or statute.

BE IT FUTHER RESOLVED that the present General Fund budget contains a 22% Fund Balance and the SMA Fund contains a 3.9 % Fund Balance to begin the process of the City's General Budget ultimately reaching a Fund Balance of 30%.

Passed and approved this 17st day of June, AD., 2013.

City of Shawnee, Oklahoma
A Municipal Corporation

Wes Mainord, MAYOR

SEAL
ATTEST:

PHYLLIS LOFTIS, CITY CLERK



CITY OF SHAWNEE, OKLAHOMA

BUDGET 2013-2014

06/17/2013

Mayor



Wes
Mainord

The City of Shawnee

PO Box 1448
Shawnee Oklahoma 74802-1448
(405) 273-1250 Fax (405) 878-1581
www.ShawneeOK.org

Commissioners

Pam Stephens
Linda Agee
James Harrod
Billy Collier
John Winterringer
Steve Smith

June 6, 2013

Honorable Mayor and City Commissioners
City of Shawnee
Shawnee, Oklahoma

Ladies and Gentlemen:

In accordance with the City Manager's duties and responsibilities as outlined in the Charter 1 Art. IV of the Shawnee Municipal Code please find herein the budget for the fiscal year ending June 30, 2014. The Recommended budget includes both Operating and Capital Budgets for FYE 2014. These spending plans have been prepared with the intent of reflecting the City Commission's goals and initiatives.

THE FYE 2013 BUDGET IN PERSPECTIVE

The FYE 2013 Budget for all funds equals \$58,144,461, an increase from the City of \$2,006,766 Shawnee budget for FYE 2012. This is due to an increase in both budgeted operating and capital expenditures.

The City Finance Director and Department Heads began the budgeting process in early February 2013 developing the budget as a team for review by the City Manager. The City Finance Director and City Manager met weekly to review the progress for the approval by the City Commission in accordance with the Oklahoma Budget Act. Most revenues are projected based on historical data and current trends with the exception of the General Fund. The determination to move away from the traditional incremental method of budgeting based on past experience in the General Fund was chosen because of the unprecedented changes in our economic climate during the previous two budget years. As such, we believe, a conservative projection based on our current year revenues is a much better approach to budgeting this year in the General Fund.

Capital improvement projects are submitted by department heads and are selected for funding based on priority and need with consideration being placed toward the Capital Improvement Plan adopted by the City Commission on 06/17/2013. Actual projected salaries and related employer-paid benefits are calculated at the employee level. Maintenance and operating expenditures are budgeted based on historical data and current trends delicately balancing departmental needs with financial resources. Department heads present their proposed departmental budgets, justifying all expenditures, using zero-based budgeting.

The last few years have been very difficult budget years. We were hopeful that during fiscal year 2012-2013 things would turn around. We started the budget year off with strong sales tax growth but unfortunately it has started to decline once again. For this reason we have budgeted sales tax flat for the new fiscal year 2013-2014

Court fines have been increased due to additional officers and changes in the Municipal Court system. We moved the Lake Ranger to court to help with warrants and have done multiple warrant sweeps over this past year. The amount of anticipated collections this year is \$786,897 Which is a \$117,939.30 increase over last year.

The General Fund supports police and fire services, municipal court, city clerk, code enforcement, planning and engineering, animal control, emergency management, street maintenance, traffic control, parks, cemetery, municipal auditorium, community center, senior citizens activities and general administration costs including accounting, payroll, human resources, and information technology services. Budgeted revenues total \$ 19,723,965 and budgeted expenditures total \$ 19,723,965.

Competitive and fair wages and benefits are critical to the success of our organization. Very limited Sales Tax growth will allow for Merit increase to each employee on a performance basis of up to 2.5%. However, we cannot budget for cost of living increases due to weak sales tax growth projections. Negotiations with the Collective Bargaining units are underway but are not complete as of this time.

Described below are the projections for the coming fiscal year and a comparison to the prior year's budget. The following schedule provides a summary.

	2013-2014	2012-2013	INCREASE (DECREASE)	PROJECTED END FUND BALANCE
GENERAL FUND	24,088,498	22,837,469	1,251,028	4,364,533
SHAWNEE MUNICIPAL FUND	18,560,512	16,587,648	1,972,864	495,314
CAPITAL IMPROV FUND	3,943,952	5,492,752	(1,548,800)	1
STREET IMPROV FUND	5,632,439	5,730,774	(98,335)	768,697
ALL OTHER FUNDS	5,919,060	5,489,052	430,008	2,377,680
TOTAL	58,144,461	56,137,695	(2,006,766))	8,006,225

As shown above, the overall 2013-2014 proposed budget has decreased over the 2012-2013 budget, as amended, by \$2,006,766, due to completion of large projects during this fiscal year

The Shawnee Municipal Authority (SMA) and the Shawnee Airport Authority (SAA) business plans are included as part of the City budget.

Due to diligent fiscal oversight by the individual department heads, guided by your commitment to sound financial management, we have consistently grown fund balance each budget year. Our initial estimates indicate an increase of \$750,000 for a total General Fund balance of \$4,364,533.

REVENUES:

By far, the City's largest source of revenue comes from City Sales Tax, which showed growth in the beginning of the fiscal year 2012-2013 but has shown a significant decrease over the last few months. Therefore, we budgeted with zero growth for sales tax for the fiscal year 2013-2014.

Other revenues are projected based on historical data and current trends. Some exceptions include Canadian Valley Electric Corporation franchise fees and Municipal Court fines which have been adjusted to reflect changes to fee/fine revenue trends.

Intergovernmental revenues include federal, state, and local grant monies received by the City. The FYE 2013 budget of \$1,587,633 in intergovernmental revenue is an decrease from the FYE 2012 budget of \$1,594,615. The City chooses to make adjustments to the budget throughout the year as the awards are made instead of budgeting for grants which have not yet been awarded. This method of budgeting for grants results in very conservative projections and prevents the revenue budget from being overstated.

Fines and Forfeitures include court fines, fees, and proceeds from the sale of judicially confiscated property. Collections have increased significantly from prior fiscal years with the FYE 2014 projection at \$870,500.

License and Permits includes building, electrical, plumbing, and business licenses and other licenses or permits of a local nature. These revenues are by nature dependent on the local economy and have been significantly impacted by the economic recession. We have attempted to budget these revenues conservatively. The FYE 2014 projection of \$238,500 is a decrease of \$1,000 from FYE 2012.

Other Sources of Funds includes the operating transfers made between the various funds of the City. The operating transfers in are considered a source of funds for the receiving fund and transfers out are a use of funds in the disbursing fund. The operating transfers in for FYE 2014 are \$2,161,639 compared to \$2,154,593 for FYE 2013. Most of the operating transfers are transfers into the General Fund as payments for services provided to the other funds.

EXPENDITURES:

Budgeted wages and related employer-paid benefits of just over \$16 million comprise approximately 81.5% of the City's General Fund budget. Merit increases of up to 2.5% are included for employee pay increases based on a performance evaluation. The only new position included is an FTE to manage a proposed business license ordinance that staff anticipates Commissioners will approve this budget year.

The City contributes to the Police, Fire and non-union employees' retirement funds, based on covered wages. This budget includes a contribution rate of 21.59% to the Oklahoma Municipal Retirement Fund for non-union employees, which is based upon actuarial calculations from our consultant Dean Actuarials in Dallas, TX. The City's contribution rate for police and fire employees for their respective retirement plans is determined by their union contracts.

Workers compensation expenses during FYE 2012 – 2013 were down from previous years. We changed third party administrators that negotiate with doctors and pushed to settle claims. We decreased the worker compensation funding by \$74,500 due to the fact that during fiscal year 2012-2013 we had a large expense of a handicapped vehicle.

Medical insurance premiums for employees exceeds \$4.5 million dollars each year with the City's contribution remaining constant at approximately half of cost for the coverage of the employee. Premium's remained the same as the 2012-2013 fiscal year.

Reserves for accrued compensated absences have not been accounted for in the proposed beginning Fund Balance. Compensated absences include earned, but unused, vacation and sick leave for covered employees. The dollar amount of compensated absences must be reported in the City's government-wide financial statements and represents a long-term legal obligation to pay benefits now earned by City employees, which will be paid in the future.

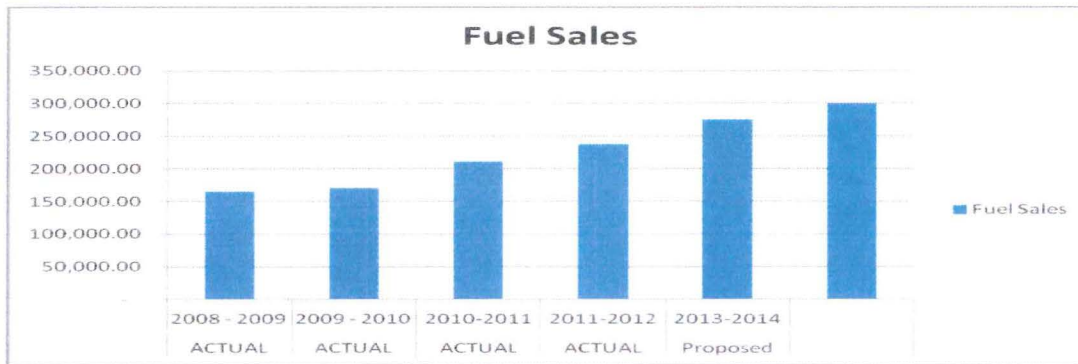
Shawnee Municipal Authority:

The Shawnee Municipal Authority (SMA) provides water, sewer, and sanitation services for approximately 12,000 City customers. SMA relies primarily on payment for services and product delivered and is operated as a business unit. Commissioners approved a five year Capital Improvement Plan (CIP) in September, 2009. This action will guide the activities of this enterprise fund. The 2013-2014 proposed Business Plan currently includes adjustments in water and sewer service rates as provided for in November 2009 that will go into effect on November 1, 2013.

Budgeted revenues total \$15,602,247 and budgeted expenditures total \$18,521,806. This is due to projects carried over from FYE 2012 and using additional fund balance to increase pipe bursting, finishing the master plan and debt service of \$2,581,358. Some of the highlights for capital are \$1 million dollars for sewer distribution repair (pipe bursting) and \$1 million for water line repair. The debt service increased this year due to the refinance of the PCDA that saved \$2m dollars and shorten the life of the loan. Estimated fund balance at June 30, 2014 is \$534,000.

Shawnee Airport Authority:

The Shawnee Regional Airport serves the general aviation needs of the area. The 2013-2014 proposed Shawnee Airport Authority (SAA) business plan includes revenues of \$553,320 and expenditures of \$553,320. The revenues are generated by fuel sales and hanger rentals. At this time all hanger space is rented. Fuel sales have increased over the years due to the new airport terminal, taxiway and runway improvements that were completed and because we stay competitive with the price per gallon. In this year's budget we have budgeted security cameras and T-Hanger improvements.



Capital Improvement Fund (CIP):

The Capital Improvement Fund budget is \$3,943,952 this fiscal year, with approx \$1.5m in rollovers. Sales tax generate approx \$2.2m of new money each year. This fiscal year there is debt service budgeted for \$1,611,437 for the improvements at the Heart of Oklahoma Exposition Center, walking trail at the airport, the pool and communication towers. The remaining funds will be used for miscellaneous capital such as police cars, way finding and equipment needed for various departments.

Street Improvement Fund:

The proposed Street Improvement Fund budget is \$ 5,263,697 for street projects. Revenues include sales tax, grants and money from the TIF district to do the Main Street Streetscape project. The revenues also include a transfer of \$600K from SMA to reimburse the Street Fund for the Kickapoo Street Project. This money will be set aside to continue Kickapoo to Farrell in the future.

Community Development Block Grant (CDBG):

CDBG programs are not reported in the City's budget since all projects are funded directly by the Department of Housing and Urban Development (HUD) on a reimbursement basis. City CDBG programs are overseen by the Shawnee Urban Renewal Authority (SURA) and the City to provide housing rehabilitation for low-income citizens. The City is a CDBG entitlement city reimbursed directly by HUD for wages, related employer-paid benefits, and construction and rehabilitation expenditures.

FYE 2014 OUTLOOK, SIGNIFICANT ISSUES AND PRIORITIES

The outlook for Shawnee in FYE 2014 remains optimistic for the general welfare of our citizens. Through the prudent use of City funds, we expect to provide the citizens of and visitors to Shawnee quality services that rival any other municipality in the State. Areas of concern continue however, and new demands are certain to challenge the City in the new budget year. I would like to emphasize some of the issues that will take greatest priority and some strategies incorporated within this budget to meet these demands.

Public Expectations vs. Public Resources

There continues to be a desire to expand and increase services within the existing framework of revenues. To accomplish both is a continuing challenge. A continuation of community expectations for new or expanded services will require careful thought and deliberation. It will necessitate careful consideration of these demands and the additional revenues or reduction in other services required to compensate for the expansion of services.

Regulatory, Environmental, and Unfunded Mandates

New federal and state regulations, most of which are unfunded and passed along directly to local governments, have increased costs of construction and operation, and will significantly impact all future growth. Particularly in the area of water/sewer and engineering, the City will incur significant increases in costs.

Slowing Economy/Increased Costs

This has been a difficult year in preparing the budget. The slowing economy coupled with the need to provide quality services to the citizens has forced us to make difficult choices. We were forced to reduce compensation to our employees along with other cost sharing measures such as requiring employee contributions to our pension costs.

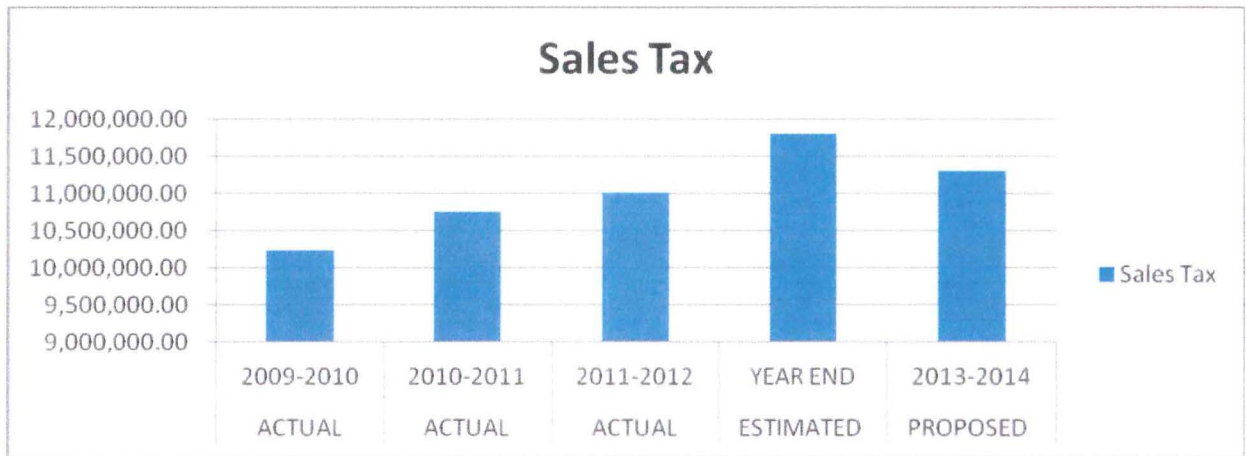
While other cities have reduced their work force, furloughed employees and taken other drastic measures in order to balance our budgets, we have been able to avoid these consequences in this year's budget. Since we do not subscribe to a "use it or lose it" approach to budgeting, we were able to ask our department heads and staff and to level fund and even reduce their requests and they were willing to do so without the fear that they would sacrifice budget dollars in the future. I commend their efforts for making these tough choices.

FINANCIAL CONDITION:

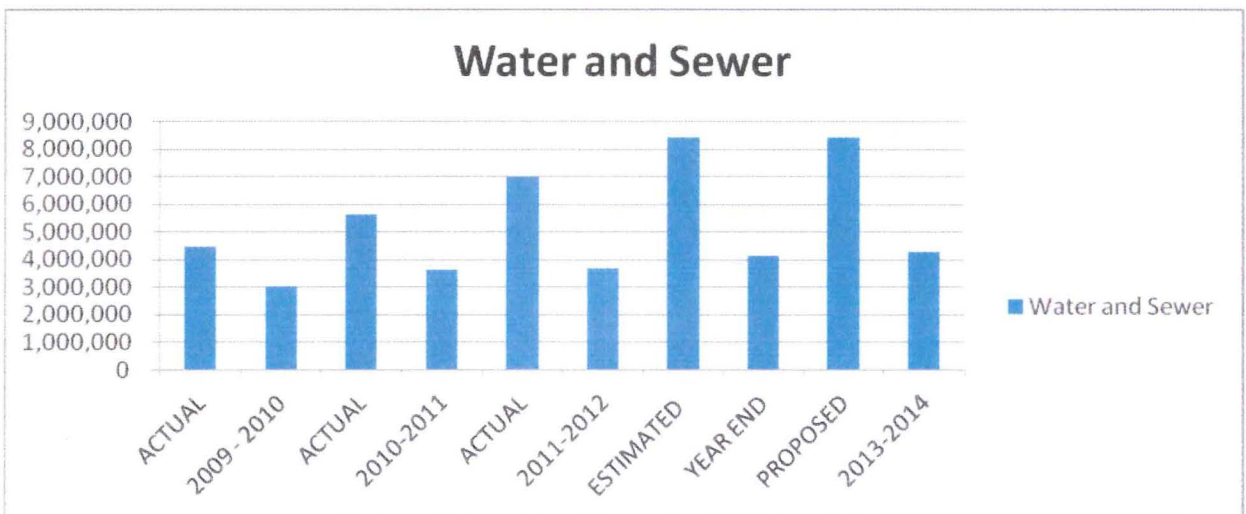
The financial condition and long term outlook for the City is generally positive. Sales tax although primarily flat for the last three years is holding steady. Water and Sewer sales are healthy and we have built a fund balance that insulates the City in times of disaster or financial need.

The following graphs evaluate the growth trends of these factors.

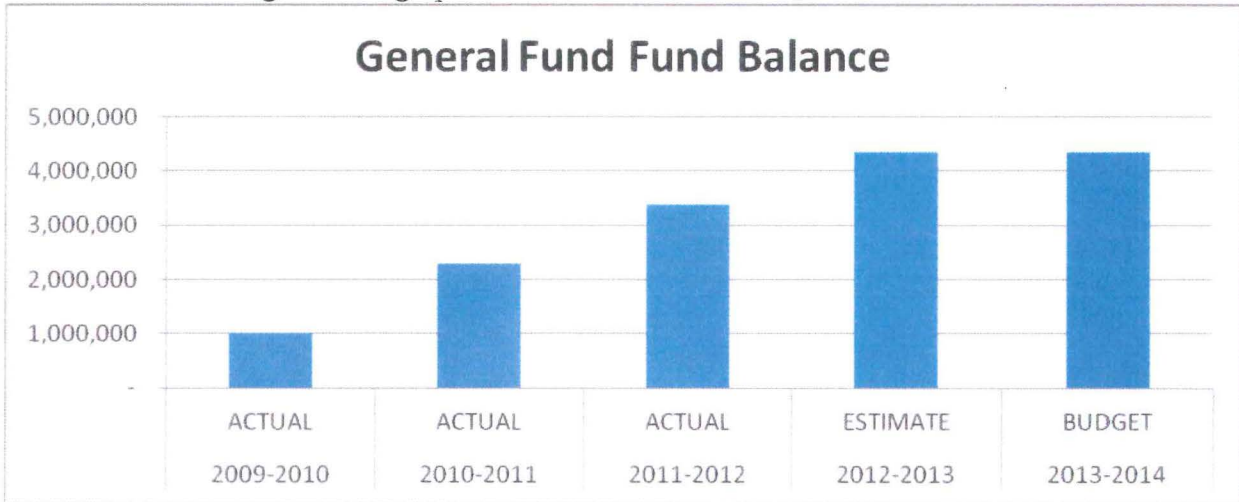
Sales Tax



Water and sewer graph



General Fund Ending Balance graph



The City maintains a Standard and Poor A+ investment risk rating on the City's Revenue Bonds. It is our opinion that Shawnee will weather this present economic setback and still be able to provide adequate services to our citizens.

CONCLUSION:

The City Managers recommended Budget for FYE 2014 is the result of a great deal of hard work on the part of City Departments and others that provided the information necessary to bring this document to the City Commission for review. The opportunity to improve the quality of life in Shawnee through implementation of this budget is an exciting prospect. The daily activities of conducting business with the City are going to improve with new facilities. The completion of additional projects will enhance the future delivery of services to residents. The visions of the elected officials of this City offer great promise for the future of our community. With continued support, an excellent quality of life for this and future generations will be assured.

Finally, this budget report was prepared with the assistance of each department of the City and with tremendous effort by the Finance Department. To all those involved in this project, I want to express my appreciation. To the users of this document, I would encourage a detailed examination of the information provided, and I would welcome suggestions for future programs and services which may be addressed in subsequent budgets.

Respectfully Submitted,

Brian McDougal
City Manager

Cynthia R. Sementelli
Finance Director/City Treasurer

City of Shawnee
Annual Budget
Fiscal Year 2013-2014
Table of Contents

Budget Summary.....	1
General Fund	
001 - General Fund Revenues	5
001 - General Fund Expenditures	7
Special Revenue Funds	
101 - Street & Alley Fund Revenues and Expenditures	8
102 - E-911 Fund Revenues and Expenditures	9
103 – Revolving Oil & Gas Fund Revenues and Expenditures	10
104 – Economic Development Fund Revenues and Expenditures	11
105 – Spay/Neuter Fund Revenues and Expenditures	12
106 – Hotel/Motel Surcharge Fund Revenues and Expenditures	13
107 – Police Sales Tax Fund Revenues and Expenditures	14
108 – Fire Sales Tax Fund Revenues and Expenditures	15
112 – Tax Increment Fund Revenues and Expenditures	16
113 – Drug Forfeiture Fund Revenues and Expenditures	17
Debt Service Fund	
201 – Debt Service Fund Revenues and Expenditures	18
Capital Improvement Funds	
301 – Capital Improvement Fund Revenues	19
301 – Capital Improvement Fund Expenditures	20
302 – Street Improvement Fund Revenues	26
302 – Street Improvement Fund Expenditures.....	27

Internal Service Funds

601 – Workers Comp Self-Insurance Fund Revenues and Expenditures	29
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Trust and Agency Funds

701 – Library Fund Revenues and Expenditures	30
702 – Cemetery Perpetual Fund Revenues and Expenditures	31
704 – Senior Citizens Fund Revenues and Expenditures	32
706 – Gifts and Contributions Fund Revenues and Expenditures	33
709 – Sister Cities Fund Revenues and Expenditures.....	34

	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 BUDGET	2012-2013 ESTIMATE	2013-2014 BUDGET
001 GENERAL FUND					
Beginning fund balance	1,010,526	2,291,585	3,382,787	3,382,787	4,364,533
Total Revenues	18,975,334	18,876,587	19,408,474	20,242,452	19,723,965
Total Expenses	17,694,275	17,785,385	19,389,408	18,996,644	19,723,965
End of Year Adjustment					
Ending Fund Balance	2,291,585	3,382,787	3,401,853	4,364,533	4,364,533
101 Street & Alley Fund					
Beginning fund balance	20,252	11,666	(81,735)	(81,735)	1
Total Revenues	269,867	262,892	304,560	443,736	365,000
Total Expenses	278,453	356,293	285,000	362,000	365,000
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	11,666	(81,735)	(62,175)	1	1
102 E-911 Fund					
Beginning fund balance	232,081	307,397	411,995	411,995	426,735
Total Revenues	201,097	201,097	180,500	204,600	250,000
Total Expenses	125,781	96,499	91,000	189,860	198,500
End of Year Adjustment					-
Ending Fund Balance	307,397	411,995	501,495	426,735	478,235
103 REVOLVING OIL & GAS FUND					
Beginning fund balance	215,786	217,286	233,779	233,779	244,029
Total Revenues	12,000	12,000	10,250	10,250	10,250
Total Expenses	10,500	10,500	11,000	-	11,000
End of Year Adjustment					-
Ending Fund Balance	217,286	233,779	233,029	244,029	243,279
104 ECONOMIC DEVELOPMENT FUND					
Beginning fund balance	117,590	137,073	151,441	151,441	163,894
Total Revenues	268,883	275,368	274,945	273,453	275,300
Total Expenses	249,400	261,000	263,490	261,000	261,000
End of Year Adjustment					-
Ending Fund Balance	137,073	151,441	162,896	163,894	178,194
105 SPAY/NEUTER FUND					
Beginning fund balance	12,015	12,870	14,580	14,580	16,180
Total Revenues	4,953	6,959	6,900	6,900	7,000
Total Expenses	4,098	5,249	5,000	5,300	5,500
End of Year Adjustment					-
Ending Fund Balance	12,870	14,580	16,480	16,180	17,680

	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 BUDGET	2012-2013 ESTIMATE	2013-2014 BUDGET
106 HOTEL/MOTEL SURCHARGE FUND					
Beginning fund balance	21,540	20,714	58,608	58,608	60,330
Total Revenues	409,690	476,084	390,000	532,121	585,333
Total Expenses	410,516	438,189	372,500	530,400	583,440
End of Year Adjustment					
Ending Fund Balance	20,714	58,608	76,108	60,330	62,223
107 POLICE SALES TAX FUND					
Beginning fund balance	41,964	43,198	44,037	44,337	44,727
Total Revenues	336,104	344,211	343,418	352,832	356,317
Total Expenses	334,870	343,372	343,118	352,442	355,967
End of Year Adjustment					
Ending Fund Balance	43,198	44,037	44,337	44,727	45,077
108 FIRE SALES TAX FUND					
Beginning fund balance	41,964	43,198	44,037	44,337	44,727
Total Revenues	336,104	344,211	343,418	352,832	356,317
Total Expenses	334,870	343,372	343,118	352,442	355,967
End of Year Adjustment					
Ending Fund Balance	43,198	44,037	44,337	44,727	45,077
112 TAX INCREMENT FINANCE FUND					
Beginning fund balance	201,417	211,780	286,025	286,025	378,071
Total Revenues	10,363	74,245	50,500	92,046	90,000
Total Expenses	-	-	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	211,780	286,025	336,525	378,071	468,071
113 DRUG FORFEITURE FUND					
Beginning fund balance	465	465	465	465	465
Total Revenues	-	-	-	772	-
Total Expenses	-	-	-	772	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	465	465	465	465	465
201 DEBT SERVICE FUND					
Beginning fund balance	59,849	59,849	59,849	59,849	59,849
Total Revenues	-	-	-	-	-
Total Expenses	-	-	-	-	-
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	59,849	59,849	59,849	59,849	59,849

	2010-2011 ACTUAL	2011-2012 ACTUAL	2012-2013 BUDGET	2012-2013 ESTIMATE	2013-2014 BUDGET
301 CAPITAL IMPROVEMENT FUND					
Beginning fund balance	1,436,937	2,799,169	2,297,816	2,799,169	1,590,000
Total Revenues	2,185,157	4,025,118	3,194,936	3,194,936	2,353,952
Total Expenses	2,119,323	4,025,118	5,492,752	4,404,106	3,943,952
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	1,502,771	2,799,169	1	1,590,000	0
302 STREET IMPROVEMET FUND					
Beginning fund balance	6,922,386	4,449,426	4,449,426	3,495,147	1,368,742
Total Revenues	2,400,298	2,618,675	2,503,282	2,913,600	4,263,697
Total Expenses	2,400,298	3,572,954	5,708,399	5,040,005	4,595,000
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	4,449,426	3,495,147	1,244,309	1,368,742	768,697
601 WORK COMP SELF-INSUR FUND					
Beginning fund balance	983,496	487,110	466,516	466,516	509,516
Total Revenues	726,259	687,753	735,000	732,000	660,500
Total Expenses	1,222,645	708,347	735,000	689,000	660,500
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	487,110	466,516	466,516	509,516	509,516
701 LIBRARY FUND					
Beginning fund balance	27,263	16,877	14,803	14,803	15,827
Total Revenues	74,000	74,000	74,000	74,000	74,000
Total Expenses	84,386	76,074	83,800	72,976	83,800
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	16,877	14,803	5,003	15,827	6,027
702 CEMETERY PERPETUAL FUND					
Beginning fund balance	172,305	172,305	169,979	169,979	170,255
Total Revenues	4,332	4,740	5,000	4,950	5,000
Total Expenses	6,658	3,800	69,778	7,000	69,778
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	169,979	173,245	105,201	167,929	105,477
704 SENIOR CITIZENS FUND					
Beginning fund balance	21,219	21,219	21,219	21,219	21,219
Total Revenues	-	-	-	-	-
Total Expenses	-	-	600	-	600
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	21,219	21,219	20,619	21,219	20,619
706 GIFTS AND CONTRIBUTIONS					

	2010-2011	2011-2012	2012-2013	2012-2013	2013-2014
	ACTUAL	ACTUAL	BUDGET	ESTIMATE	BUDGET
Beginning fund balance	142,180	141,128	140,076	140,076	137,299
Total Revenues	7,725	7,725	6,855	6,000	7,400
Total Expenses	8,777	8,777	8,777	8,776	8,000
End of Year Adjustment	-	-	-	-	-
Ending Fund Balance	141,128	140,076	138,154	137,299	136,699

709 SISTER CITY FUND

Beginning fund balance	34,224	44,932	1,191	1,191	1,191
Total Revenues	15,000	15,000	31,000	31,633	31,000
Total Expenses	4,292	58,742	31,000	31,633	31,000
End of Year Adjustment					
Ending Fund Balance	44,932	1,191	1,191	1,191	1,191

GENERAL FUND

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END
001 4001	SALES TAX	10,743,301.00	11,003,064.00	11,300,000.00	11,805,016.50
001 4002	USE TAX	954,397.00	909,570.00	922,000.00	964,908.70
001 4003	ALCOHOLIC BEVERAGE TAX	104,401.00	103,692.00	105,000.00	111,413.00
001 4006	CIGARETTE TAX	233,509.00	238,452.00	260,000.00	242,000.00
001 4013	ONG FRANCHISE TAX	250,416.00	225,048.00	275,000.00	252,379.00
001 4014	OG&E FRANCHISE TAX	1,045,293.00	1,172,830.00	1,200,000.00	1,258,484.16
001 4015	SOUTHWESTERN BELL FRANCH.	81,717.00	73,858.00	95,000.00	75,000.00
001 4016	ALLEGIANCE COMM FRANCHISE	110,445.00	90,102.00	110,000.00	108,609.19
001 4017	OCCUPATIONAL TAX	12,550.00	17,100.00	17,000.00	17,000.00
001 4018	CVEC FRANCHISE	112,741.00	115,118.00	150,000.00	123,000.00
001 4049	NUISANCE / OTHER TAXES	28,558.00	28,658.00	25,000.00	64,515.15
	TOTAL TAXES	13,677,328.00	13,977,492.00	14,459,000.00	15,022,325.70
001 4101	FEDERAL GRANT REVENUE	326,532.00	151,235.00	100,000.00	165,807.16
001 4102	STATE GRANT REVENUE	7,714.00	83,279.00	-	35,918.66
001 4103	CIVIL DEFENSE GRANT REV.	11,209.00	-	-	-
001 4104	INTERLOCAL AGREE. REV.	-	-	-	-
001 4106	INCARCERATION COSTS	70,724.00	61,525.00	65,000.00	72,145.75
001 4107	DRUG FORFEITURES (COUNTY)	-	-	-	-
001 4108	GORDON COOPER INTERLOCAL	-	-	-	-
001 4111	SHAWNEE HOUSING AUTH./ IA	65,590.00	34,848.00	49,000.00	49,000.00
001 4112	INDEPEND. SCHOOL DIST./IA	72,615.00	72,615.00	72,615.00	72,615.00
001 4113	RE-ACT - IA	15,000.00	15,000.00	15,000.00	15,000.00
001 4147	LEPC GRANT REVENUE	3,991.00	3,602.00	4,000.00	3,937.00
001 4155	UNZER GRANT	-	89,780.00	89,000.00	91,983.14
001 4148	OTHER GRANT REVENUE	-	-	200,000.00	189,000.00
001 4149	OTHER INTERGOVT. REV.	971,493.00	1,102,748.00	1,000,000.00	1,000,000.00
	TOTAL INTERGOVERNMENTAL	1,544,868.00	1,614,632.00	1,594,615.00	1,695,406.71
001 4201	LICENSES-SMA LICENSES	8,276.00	17,800.00	-	-
	BUILDING PERMITS	91,208.00	97,935.00	150,000.00	145,000.00
001 4203	PLUMBING PERMITS	14,790.00	15,280.00	20,000.00	23,500.00
001 4204	ELECTRICAL PERMITS	4,105.00	3,135.00	5,000.00	4,890.00
	BUSINESS LICENSES				
001 4205	ZONING PERMITS & APPLICATIONS	7,901.00	7,627.00	12,500.00	12,500.00
001 4206	HEATING & A/C PERMITS	13,630.00	15,920.00	15,000.00	15,000.00
001 4209	LAKE PERMITS	38,277.00	-	-	-
001 4210	REGISTRATIONS	27,975.00	-	-	-
001 4211	LAKESIDE INSPECTIONS	863.00	-	-	-
001 4212	PET LICENSES & POUND FEE	10,623.00	7,911.00	12,500.00	8,300.00
001 4215	DEMOLITION PERMITS	-	-	-	-
001 4216	GARAGE SALE PERMITS	10,660.00	12,230.00	14,000.00	14,000.00
001 4249	OTHER PERMITS	8,165.00	9,195.00	8,500.00	8,500.00
	TOTAL LICENSES AND PERMITS	236,473.00	187,033.00	237,500.00	231,690.00
001 4301	MUNICIPAL COURT FINES	466,731.00	569,372.00	650,000.00	628,000.00
001 4302	MUNICIPAL COURT COSTS	86,619.00	99,586.00	115,000.00	158,448.65
001 4304	JUVENILE ADMIN. COSTS	1,801.00	2,724.00	3,000.00	3,000.00
001 4305	JUVENILE FINES	2,127.00	7,237.00	10,000.00	7,500.00
	INCARCERATION COSTS	32.00	17.00	-	-
001 4350	VECH IMPOUND FEES	21,400.00	43,400.00	42,000.00	42,000.00

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END
001 4001	SALES TAX	10,743,301.00	11,003,064.00	11,300,000.00	11,805,016.50
001 4002	USE TAX	954,397.00	909,570.00	922,000.00	964,908.70
001 4003	ALCOHOLIC BEVERAGE TAX	104,401.00	103,692.00	105,000.00	111,413.00
	TOTAL FINES	578,710.00	722,336.00	820,000.00	838,948.65
001 4517	INSUFFICIENT CHECK FEES	346.00	132.00	275.00	500.00
001 4601	LAKESITE LEASE RENTAL REV	60,181.00	-	-	-
001 4604	COEDD BLDG. RENTAL REV.	16,597.00	16,597.00	16,600.00	16,600.00
001 4696	T-MOBILE TOWER RENTAL	9,240.00	10,164.00	9,240.00	10,164.00
001 4699	OTHER RENTAL REVENUE	601.00	8,601.00	4,000.00	4,000.00
001 4701	INTEREST INCOME	14,031.00	10,691.00	15,000.00	5,200.00
001 4702	INTEREST INC. - SALES TAX	13,870.00	10,389.00	14,200.00	11,000.00
001 4703	INTEREST INC. - USE TAX	1,004.00	1,032.00	1,000.00	1,000.00
001 4803	OIL & GAS ROYALTIES	19,945.00	22,978.00	20,000.00	21,650.00
001 4804	INSURANCE RECOVERY	213,234.00	9,777.00	-	6,075.00
001 4806	CEMETERY LOT SALES	7,525.00	8,269.00	9,500.00	13,800.00
001 4807	OTHER CEMETERY REVENUE	17,590.00	24,913.00	22,000.00	23,250.00
001 4808	FIRE RUNS	8,535.00	1,550.00	3,000.00	4,000.00
001 4809	SALE OF SURPLUS PROPERTY	8,464.00	32,163.00	10,000.00	77,890.36
001 4810	PROPERTY RESALE DISTB.			-	-
001 4811	MISC. GIFTS AND DONATIONS	258.00	5.00	-	-
001 4812	CASH LONG/SHORT	5.00	108.00	-	-
001-4820	PCDA REVENUE	-	-	7,500.00	7,500.00
001 4822	OTHER MISC. REVENUE	6,351.00	11,152.00	7,500.00	12,500.00
001 4823	MISC REVENUE-FINGER PRINTING	2,200.00	1,520.00	2,000.00	2,000.00
001 4825	REFUNDS & REIMBURSEMENTS	660,489.00	34,308.00	-	27,726.44
001 4826	COUNTY PRISONER-REIMBURSE	-	-	-	-
001 4827	PROJECT HEART REVENUE	6,000.00	6,000.00	6,000.00	6,000.00
001 4828	PHONE REIMBURSEMENTS	651.00	34.00	250.00	325.00
001 4840	PLANNING COPY/MAP FEES	12.00	39.00	100.00	300.00
001 4841	ENGINEERING COPY/SPEC. FEES	931.00	2,927.00	2,500.00	2,600.00
001 4860	SAFE ROOM REBATE REVENUE	-	-	-	-
001 4870	INTERDEPARTMENTAL REVENUE	-	-	-	-
	TOTAL OTHER REVENUE	1,068,060.00	213,349.00	150,665.00	254,080.80
001 4915	REPAYMENT OF LOAN sma	-	250,000.00	250,000.00	250,000.00
001 4925	TRANSFER FROM SMA	1,100,000.00	1,125,000.00	1,100,000.00	1,100,000.00
001 4930	TRANSFER FROM CDBG 02	-			
001 4943	TRNS FROM POLICE TAX FUND	334,870.00	343,372.00	352,296.58	375,000.00
001 4944	TRANSF FROM FIRE TAX FUND	334,870.00	343,373.00	352,296.58	375,000.00
001 4950	TRANSFER FROM CAPITAL IMPRV			-	-
001 4951	TRANSFER FROM STREET IMPV	100,000.00	100,000.00	100,000.00	100,000.00
	TOTAL TRANSFERS	1,869,740.00	2,161,745.00	2,154,593.16	2,200,000.00
	TOTAL REVENUE	18,975,179.00	18,876,587.00	19,416,373.16	20,242,451.86

SUMMARY-EXPENSES

DEPARTMENT	ACTUAL 2010-2011		ACTUAL 2011-2012		BUDGET 2012-2013		ESTIMATED YEAR END		PROPOSED 2013-2014	
CITY MANAGER	\$	375,577.00	\$	427,477.00	\$	616,498.07	\$	506,721.55	\$	532,364.80
CITY ATTORNEY	\$	207,021.00	\$	199,852.00	\$	247,781.77	\$	245,701.41	\$	247,172.89
ACCOUNTING	\$	482,889.00	\$	527,493.00	\$	505,314.79	\$	498,974.47	\$	558,036.51
INFORMATION SERVICES	\$	342,402.00	\$	362,306.00	\$	402,466.40	\$	377,121.69	\$	392,533.19
MUNICIPAL COURT	\$	317,252.00	\$	523,446.00	\$	500,907.28	\$	508,680.79	\$	576,380.52
CITY CLERK	\$	201,678.00	\$	238,047.00	\$	336,718.52	\$	336,017.48	\$	321,012.47
HUMAN RESOURCES	\$	336,752.00	\$	284,511.00	\$	378,082.95	\$	362,470.66	\$	406,108.05
COMMUNITY DEVELOP	\$	537,591.00	\$	705,941.00	\$	780,407.55	\$	738,791.74	\$	787,808.06
POLICE ADMINISTRATION	\$	603,742.00	\$	463,029.00	\$	526,133.08	\$	506,891.36	\$	509,161.42
POLICE PATROL	\$	3,351,898.00	\$	4,015,552.00	\$	4,530,448.41	\$	4,472,807.85	\$	4,633,132.17
CRIMINAL INVESTIGATION	\$	461,748.00	\$	518,057.00	\$	592,055.33	\$	566,732.46	\$	600,708.89
ANIMAL CONTROL	\$	230,996.00	\$	244,847.00	\$	247,973.47	\$	238,446.35	\$	246,765.76
DISPATCH	\$	532,154.00	\$	532,712.00	\$	629,283.30	\$	677,956.19	\$	662,403.11
UNZNER GRANT	\$	-	\$	-	\$	-	\$	89,350.00	\$	95,018.58
FIRE PREVENTIONS	\$	431,909.00	\$	372,367.00	\$	581,055.20	\$	632,879.44	\$	585,772.32
FIRE SUPPRESSION	\$	4,132,152.62	\$	4,210,794.62	\$	4,590,912.83	\$	4,232,522.31	\$	4,223,672.43
FIRE TRAINING	\$	134,206.00	\$	153,294.00	\$	182,385.50	\$	171,498.41	\$	187,674.43
EMERGENCY MANAGEMENT	\$	307,375.00	\$	265,180.00	\$	332,784.75	\$	291,047.83	\$	320,905.31
LEPC	\$	4,082.00	\$	1,772.00	\$	5,550.00	\$	5,550.00	\$	5,550.00
ENGINEERING	\$	360,068.00	\$	398,297.00	\$	440,449.01	\$	421,293.59	\$	530,234.82
STREETS	\$	645,517.00	\$	701,030.00	\$	839,436.28	\$	803,322.68	\$	845,509.12
TRAFFIC CONTROL	\$	230,307.00	\$	255,835.00	\$	283,576.64	\$	276,604.66	\$	281,915.23
PARKS	\$	456,476.00	\$	593,174.00	\$	694,445.36	\$	652,111.88	\$	697,952.74
CEMETERY	\$	182,367.00	\$	183,265.00	\$	208,312.07	\$	194,546.27	\$	196,078.67
MUNICIPAL AUDITORIUM	\$	27,212.00	\$	8,200.00	\$	16,225.00	\$	9,679.00	\$	10,000.00
COMMUNITY CENTER	\$	44,469.00	\$	39,329.00	\$	44,000.00	\$	42,125.00	\$	45,000.00
SENIOR CITIZENS	\$	74,279.00	\$	75,050.00	\$	76,408.00	\$	75,588.00	\$	79,291.00
EXPO	\$	427,260.00	\$	454,674.00	\$	503,626.49	\$	500,278.50	\$	496,939.55
EQUIPMENT SERVICES	\$	329,880.00	\$	326,349.00	\$	313,976.08	\$	348,579.30	\$	354,606.79
BUILDING MAINTENANCE	\$	885,441.00	\$	42,168.00	\$	82,693.23	\$	55,352.81	\$	81,267.60
TRANSFERS	\$	74,000.00	\$	74,000.00	\$	74,000.00	\$	157,000.00	\$	124,640.00
TRANSFER TO FUND BALANCE									\$	88,348.76
	\$	16,728,700.62	\$	17,198,048.62	\$	19,389,407.90	\$	18,996,643.71	\$	19,723,965.19
							\$	20,242,451.86	\$	19,723,965.20
ESTIMATE OF ADDITIONAL FUND BALANCE							\$	1,245,808.15	\$	0.00

**101 STREET AND ALLEY FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
REVENUES						
101-4006	MOTOR VEHICLE TAX	205,743.00	204,262.45	240,000.00	248,499.29	250,000.00
101-4007	EXCISE TAX	56,894.00	55,334.61	57,000.00	56,876.76	57,000.00
	TOTAL TAXES	262,637.00	259,597.06	297,000.00	305,376.05	307,000.00
101-4249	OTHER PERMITS	1,400.00	1,175.00	1,000.00	1,020.00	1,000.00
101-4701	INTEREST INCOME	-	-	200.00	-	-
	TRANSFER FROM GEN			-	130,979.95	50,640.00
1014822	OTHER MISC INCOME	5,830.00	2,120.00	6,360.00	6,360.00	6,360.00
	OTHER	7,230.00	3,295.00	7,560.00	138,359.95	58,000.00
	TOTAL INCOME	269,867.00	262,892.06	304,560.00	443,736.00	365,000.00
		-		-		
BEGINNING FUND BALANCE		20,252	11,666	10,166	(81,736.00)	-
TOTAL SOURCE OF FUNDS INCL FB		290,119	274,558	314,726	362,000	365,000
EXPENDITURES						
5-0920-5320	NATURAL GAS	-		-	-	-
5-0920-5321	ELECTRICITY	278,453.00	356,293.05	285,000.00	362,000.00	365,000.00
5-0920-5420	CAPITAL OUTLAY	-		-	-	-
	TOTAL EXPENSES	278,453.00	356,293.05	285,000.00	362,000.00	365,000.00
ESTIMATED FUND BALANCE		11,666	(81,736)	29,726	-	-
TOTAL USE OF FUNDS		290,119	274,557	314,726	362,000	365,000

102 E-911 FUND
2013-2014 BUDGET REVENUES AND EXPENSES

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-21013	ESTIMATED YEAR END	PROPOSED 2012-2013
REVENUES						
102-4012	E-911	201,097	211,917	180,000	204,600	250,000
102-4701	INTEREST INCOME	-	-	500	-	-
TOTAL REVENUES		201,097	211,917	180,500	204,600	250,000
BEGINNING FUND BALANCE		232,081	307,397	411,995	411,995	426,735
TOTAL SOURCE OF FUNDS INCL FB		433,178	519,314	592,495	616,595	676,735
EXPENDITURES						
102-5-0740-5210	OFFICE & COMPUTER SUPP	-	-	-	-	-
102-5-0740-5220	TOOLS & MINOR EQUIP	-	-	-	-	-
102-5-0740-5325	TELEPHONE	87,548	87,548	90,000	89,360	161,000
102-5-0740-5350	SOFTWARE PURCHASES	8,951	8,951	-	-	-
102-5-0740-	TRAINING	-	-	-	100,500	2,500
102-5-0740-5399	CONTINGENCY	510	-	1,000	-	35,000
102-50740-5450	CAPITAL OUTLAY-EQUIP	28,772	-	-	-	-
TOTAL EXPENSES		125,781	96,499	91,000	189,860	198,500
ESTIMATED ENDING FUND BALANCE		307,397	411,995	501,495	426,735	478,235
TOTAL USE OF FUNDS		433,178	508,494	592,495	616,595	676,735

**103 REVOLVING GAS & OIL
2013-2014 BUDGET REVENUES AND EXPENSES**

Number	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
REVENUES						
103-4207	DRILLING PERMITS	3,500	-	-	-	-
103-4208	RENEWAL PERMITS	8,500	10,500	10,250	10,250	10,250
103-4701	INTEREST INCOME	-		100	100	100
	TOTAL REVENUE	12,000	10,500	10,250	10,250	10,250
BEGINNING FUND BALANCE		221,779	231,779	233,779	233,779	244,029
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		233,779	242,279	244,029	244,029	254,279
EXPENSES						
103-5-0710-5314	INSPECTIONS & TESTING	10,500	-	10,500	-	10,500
103-5-0710-5353	LEGAL ADVERTISING	-	-	-	-	-
103-5-0710-5399	CONTINGENCY	-	-	500	-	500
	TOTAL EXPENSES	10,500	-	11,000	-	11,000
ESTIMATED FUND BALANCE		221,279	233,779	231,029	244,029	243,279
TOTAL USE OF FUNDS		231,779	233,779	242,029	244,029	254,279

**104 ECONOMIC DEVELOPMENT FUN
2013-2014 BUDGET REVENUES AND EXPENSES**

REVENUES	Description	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
104-4001	SALES TAX	268,583	275,077	283,228	273,203	275,000
104-4102	STATE GRANT REVENUE	-	-	-	-	-
104-4701	INTEREST INCOME	-	32	450	-	-
104-4702	INTEREST INCOME-SALES TAX	300	260	-	250	300
104-4916	TRANSFER FROM CAP IMPROV	-	-	-	-	-
	TOTAL REVENUE	268,883	275,368	274,945	273,453	275,300
BEGINNING FUND BALANCE		117,590	137,073	137,073	137,073	149,526
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		386,473	412,441	412,018	410,526	424,826
EXPENSES						
104-5-1310-5330	COMMUNITY SERVICE CONTS	8,000	-	22,090	-	-
104-5-1310-5339	OTHER CONTRACTUAL SERVICES	50,000	50,000	50,000	50,000	50,000
104-5-1310-5368	INDUSTRIAL DEVL CONTRACT	176,400	196,000	176,400	196,000	196,000
104-5-1310-5369	INDUSTRIAL DEV GRANTS	-	-	-	-	-
	TOTAL EXPENSES	234,400	246,000	248,490	246,000	246,000
TRANSFERS						
104-5-5030-5326	TRANSFER TO SAA	-	-	-	-	-
104-5-5030-5627	TRANSFER TO SCCDA	-	-	-	-	-
104-5-5030-5640	PYMNTS TO UNIT SCCD	-	-	-	-	-
104-5-5030-5641	TRANSFER TO SISTER CITIES	15,000	15,000	15,000	15,000	15,000
	TOTAL ECONOMIC DEVELOP	249,400	261,000	263,490	261,000	261,000
ESTIMATED ENDING FUND BALANCE		137,073	151,441	148,528	149,526	163,826
TOTAL USE OF FUNDS		386,473	412,441	412,018	410,526	424,826

**105 SPAY AND NUTER FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4701	INTEREST INCOME	-		150	-	-
	TOTAL INTEREST INCOME	-		150	-	-
4814	SPAY/NEUTER REVENUE	4,953	6,959	6,750	6,900	7,000
	TOTAL REVENUES	4,953	6,959	6,750	6,900	7,000
	TOTAL SPAY/NEUTER FUND	4,953	6,959	6,900	6,900	7,000
BEGINNING FUND BALANCE		13,725	13,725	12,870	14,580	16,180
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		18,678	20,684	19,770	21,480	23,180
EXPENSES						
5-0640-5339	OTHER CONTRACTUAL SERVICES	-		-	-	-
	TOTAL OTHER CONTRACTUAL SERVICES	-		-	-	-
5-0640-5366	SPAY/NEUTER EXP/REFUNDS	4,098	5,249	5,000	5,300	5,500
	TOTAL SPAY/NEUTER EXP/REFUNDS	4,098	5,249	5,000	5,300	5,500
	TOTAL EXPENDITURES FOR SPAY/NEUTER	4,098	5,249	5,000	5,300	5,500
ESTIMATED FUND BALANCE		14,580	13,725	14,770	16,180	17,680
TOTAL USE OF FUNDS		18,678	18,974	19,770	21,480	23,180

**106 HOTEL/MOTEL SURCHARGE FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

REVENUES						
ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4004	HOTEL/MOTEL SURCHARGE	404,690	472,084	385,000	532,121	585,333
	TOTAL HOTEL/MOTEL SURCHARGE	404,690	472,084	385,000	532,121	585,333
4102	STATE GRANT REVENUE	5,000	4,000	5,000	-	-
	TOTAL STATE GRANT REVENUE	5,000	4,000	5,000	-	-
	TOTAL HOTEL/MOTEL SURCHARGE FD	409,690	476,084	390,000	532,121	585,333
BEGINNING FUND BALANCE		21,540	20,714	58,609	58,609	60,330
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		431,230	496,798	448,609	590,730	645,663
EXPENSES						
5-5020-5339	OTHER CONTRACTUAL SERVICES	410,516	438,189	372,500	530,400	583,440
5-5020-5399	CONTINGENCY			-	-	-
	TOTAL OTHER SERVICES & CHARGES	410,516	438,189	372,500	530,400	583,440
ESTIMATED FUND BALANCE		20,714	58,609	76,109	60,330	62,224
TOTAL USE OF FUNDS		431,230	496,798	448,609	590,730	645,663

**107 POLICE SALES TAX FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4001	SALES TAX	335,728	343,846	343,118	352,442	355,967
	TOTAL SALES TAX	335,728	343,846	343,118	352,442	355,967
4701	INTEREST INCOME	(57)	40	0	0	-
4702	INTEREST INC. - SALES TAX	433	325	300	330	350
	TOTAL INTEREST INCOME	376	365	300	330	350
	TOTAL SALES & INTEREST INCOME	336,104	344,211	343,418	352,772	356,317
BEGINNING FUND BALANCE		42,324	43,558	44,397	44,397	44,727
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		378,428	387,769	387,815	397,169	401,044
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	334,870	343,372	343,118	352,442	355,967
	TOTAL TRANSFER TO OTHER FUNDS	334,870	343,372	343,118	352,442	355,967
	TOTAL CONTINGENCY & TRANSFERS	334,870	343,372	343,118	352,442	355,967
ESTIMATED ENDING FUND BALANCE		43,558	44,397	44,697	44,727	45,077
TOTAL USE OF FUNDS		378,428	387,769	387,815	397,169	401,044

**108 FIRE SALES TAX FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4001	SALES TAX	335,728	343,846	343,118	352,442	355,967
	TOTAL SALES TAX	335,728	343,846	343,118	352,442	355,967
4701	INTEREST INCOME	(57)	40	0	0	-
4702	INTEREST INC. - SALES TAX	433	325	300	330	350
	TOTAL INTEREST INCOME	376	365	300	330	350
	TOTAL SALES & INTEREST INCOME	336,104	344,211	343,418	352,772	356,317
BEGINNING FUND BALANCE		16,810	43,558	44,397	44,397	44,727
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		352,914	387,769	387,815	397,169	401,044
EXPENSES						
5-0620-5399	CONTINGENCY			-	-	-
	TOTAL CONTINGENCY			-	-	-
5-5030-5601	TRANSFERS TO GENERAL FUND	334,870	343,372	343,118	352,442	355,967
	TOTAL TRANSFER TO OTHER FUNDS	334,870	343,372	343,118	352,442	355,967
	TOTAL CONTINGENCY & TRANSFERS	334,870	343,372	343,118	352,442	355,967
ESTIMATED ENDING FUND BALANCE		43,558	44,397	44,697	44,727	45,077
TOTAL USE OF FUNDS		378,428	387,769	387,815	397,169	401,044

**112 TAX INCREMENT FINANCE FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4008	AD VALOREM TAXES	10,363	74,245	50,000	92,046	90,000
	TOTAL TAXES	10,363	74,245	50,000	92,046	90,000
4701	INTEREST INCOME	-		500	-	-
	TOTAL INTEREST INCOME	-		500	-	-
	TOTAL REVENUES	10,363	74,245	50,500	92,046	90,000
BEGINNING FUND BALANCE		201,417	211,780	286,025	286,025	378,071
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		211,780	286,025	336,525	378,071	468,071
	EXPENSES	-		-	-	-
ESTIMATED EDNING FUND BALANCE		211,780	286,025	336,525	378,071	468,071
TOTAL USE OF FUNDS		211,780	286,025	336,525	378,071	468,071

**113 DRUG FORFEITURE FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4107	DRUG FORFEITURE	-	-	-	772	-
	TOTAL TAXES	-	-	-	772	-
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	-	-	-	772	-
BEGINNING FUND BALANCE		465	465	465	465	465
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		465	465	465	1,237	465
EXPENSES					772	-
ESTIMATED FUND BALANCE 06/30/12		465	465	465	33	465
TOTAL USE OF FUNDS		465		465	33	465

**201 DEBT SERVICE FUND
2013-2014 BUDGET REVENUES AND EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4008	AD VALOREM TAXES- CURRENT	-	-	-	-	-
4009	AD VALOREM TAXES- PRIOR					
4010	PAYMENT IN LIEU OF TAXES THIRD PENNY DEBT	-	-	-	-	-
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
	TOTAL REVENUES	-	-	-	-	-
BEGINNING FUND BALANCE		86,965	86,965	86,965	86,965	86,965
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		86,965	86,965	86,965	86,965	86,965
	EXPENSES					820,000
ESTIMATED FUND BALANCE		86,965	86,965	86,965	86,965	86,965
TOTAL USE OF FUNDS		86,965	86,965	86,965	86,965	906,965

**301 CAPTIAL IMPROVEMENT
2013-2014 BUDGET REVENUES**

ACCOUNT NUMBER	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4001 SALES TAX	2,081,515	2,131,844	2,182,131	2,325,000	2,191,452
TOTAL TAXES	2,081,515	2,131,844	2,182,131	2,325,000	2,191,452
4101 FEDERAL GRANT REVENUE	88,195	-	-	-	-
4102 STATE GRANT REVENUE	-	-	-	-	-
OTHER FUNDING SOURCES	-	-	850,000	1,237,788	-
TOTAL REVENUES	88,195	-	850,000	-	-
4701 INTEREST INCOME	12,760	143,560	12,500	12,235	12,500
4702 INTEREST INC-SALES TAX	2,687	-	-	2,328	-
4703 TRANSFERS IN	-	1,749,714	150,305	-	150,000
TOTAL INTEREST/TRANSFERS	15,448	1,893,274	162,805	14,563	162,500
TOTAL REVENUES	2,185,157	4,025,118	3,194,936	3,194,936	2,353,952
BEGINNING FUND BALANCE	1,436,937	2,799,169	2,297,816	1,590,000	1,590,000
TOTAL SOURCE OF FUNDS	3,622,094	6,824,287	5,492,752	5,492,752	3,943,952

**301 CAPITAL IMPROVEMENT
2013-20143 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
CITY MANAGER	-		-		-
FINANCE	-	3,167	28,800	7,807	-
INFORMATION SYSTEMS	89,076	170,835	325,000	225,735	246,000
MUNICIPAL COURT	-	-	35,000	-	-
CITY CLERK	14,950	-	5,000	6,409	-
HUMAN RESOURCES	-	-	-	-	-
CODE ENFORCEMENT	242,015	40,132	324,500	64,174	156,099
PLANNING	4,332	-	-	-	-
POLICE ADMINISTRATION	6,235	165,210	6,000	8,824	-
POLICE PATROL	396,634	166,105	527,468	471,736	212,400
CRIMINAL INVESTIGATION	12,000	4,975	-	-	7,200
ANIMAL CONTROL	24,914	35,276	9,000	6,126	-
POLICE DISPATCH	4,553	-	5,000	2,720	10,000
FIRE PREVENTION	35,000	10,527	173,000	89,794	-
FIRE SUPPRESSION	44,515	38,276	753,500	139,743	652,400
FIRE TRAINING	73,079	9,286	-	3,623	35,000
EMERGENCY MANAGEMENT	22,954	101,488	259,400	277,706	63,116
ENGINEERING	-	-	339,000	-	-
STREETS	45,000	72,160	295,300	52,487	68,500
TRAFFIC	38,950		130,847	2,975	54,400
PARKS	220,647		643,000	731,246	193,000
CEMETERY			22,000	17,822	15,900
LIBRARY		5,994	50,000	6,519	-
MUNICIPAL AUDITORIUM		22,659	370,000	27,394	260,000
COMMUNITY CENTER	4,290	49,220	-	58,985	60,000
SENIOR CTIZENS	45,974	49,220	-	-	39,000
EXPO OPERATIONS	90,036	2,330,155	100,000	868,241	100,000
EQUIPMENT SERVICES	33,000	31,201	33,500	6,600	5,500
BUILDING MAINTENANCE	68,325	8,654	39,000	10,836	54,000
DEBT SERVICES -	602,845	121,895	815,251	815,251	1,711,437
DEBT SERVICE -PROPOSED DEBT	-		376,186	-	-
TRANSFERS\		588,686			
	2,119,323	4,025,118	5,492,752	3,902,752	3,943,952
FUND BALANCE	1,502,771	2,799,169	-	1,590,000	-
TOTAL USES OF FUNDS	3,622,094	6,824,287	5,492,752	5,492,752	3,943,952

	Capital Fund	Rollover	New Money	Grant	Total
301-5-0230	Information Systems				
	General Construction:				
	Major Equipment > \$7500:				
	Access Control Upgrades (Roll)	\$ 25,000			
	Annual Server Replacement (2)		\$ 30,000		
	Centralized Network Backup Solution		\$ 25,000		
	CH30 Video Server/Recorder Replace		\$ 20,000		
	City Hall DVR Replace/Upgrade (Roll)	\$ 10,000			
	Redundant CADSERVER Replacement		\$ 25,000		
	Remote Location Sec Cam/DVR Units		\$ -		
				\$	135,000
	Minor Equipment less than \$7500				
	Annual Desktop replacements		\$ 75,000		
	Police Mobile Laptops		\$ 36,000		
	Tablet Deployment/Replacements		\$ -		
	Video Camera Replacements/Addds		\$ -		
				\$	111,000
	Total Capital Information Systems				
301-5-0510	Community Development				
	General Construction:				
	Wayfinding	\$ 131,599	\$ -		\$ 131,599
	Major Equipment > \$7500:				
	2wd basic work truck		\$ 24,500		
				\$	24,500
	Total Capital Community Developmnt				
301-5-0610	Police-Administration				
	General Construction:				
301-5-0610	Tile Hallway in PD				
	Major Equipment				
301-5-0610	4 New Police Vehicles		\$ 200,000		\$ 200,000
	Total Capital Police Admin				
301-5-0620	Police Patrol				
	General Construction:				
	Police/Fire Training Building	\$ 40,000	\$ 60,000		
	General Build updates and Repair		\$ 20,000		
				\$	120,000
	Minor Equipment:				
	12 M-4 Rifles		\$ 14,400		
	Ballistic Vest		\$ 14,000		
	Bike Patrol Gear		\$ 4,000		
	Brazo Ticket Machines		\$ 14,000		
	Hand held radio upgrade		\$ 18,000		
	Heavy Ballistic Vests		\$ 12,000		
	Lapel Camera		\$ 6,000		
	Tact team gear		\$ 10,000		
				\$	92,400
	Total Capital Police Patrol				

	Capital Fund	Rollover	New Money	Grant	Total
301-5-0230	<i>Information Systems</i>				
	General Construction:				
301-5-0630	<i>Police - CID</i>				
	Major Equipment > 7500:				
	Forensic Phone system		\$ -		\$ -
	Minor Equipment < 7500:				
	Interview Room system upgrade		\$ 5,000		
	Software and Computer Upgrade		\$ 2,200		\$ 7,200
	Total Capital Police - CID				
301-5-0640	<i>Animal Control</i>				
	General Construction:				
	Replace Sign in front		\$ -		\$ -
	Minor Equipment:				
	Chip Scanner		\$ -		
	Tasers for AC Officers		\$ -		\$ -
	Total Capital Animal Control				
301-5-0650	<i>Unzner Grant - No items listed</i>				
301-5-0660	<i>Dispatch</i>				
	General Construction:				
	Criminal Justice Security		\$ 5,000		
	Minor Equipment:				
	Chairs/ Equipment		\$ 5,000		\$ 5,000
	Total Capital Dispatch				\$ 5,000
301-5-0710	<i>Fire Prevention</i>				
	General Construction:				
	Station 2 needs/ Evaluations	\$ -			\$ -
	Total Capital Fire Prevention				
301-5-0720	<i>Fire Suppression</i>				
	General Construction:				
	Flooring		\$ 25,000		\$ 25,000
	Major Equipment > 7500:				
	Engine 2 apparatus	\$ 465,000			
	SCBA Masks	\$ 15,000	\$ 12,000		
	Turn out boots		\$ 8,400		
	Turn out gear	\$ 60,000	\$ 45,000		\$ 605,400
	Minor Equipment < 7500:				
	Replace fire hose		\$ 5,000		
	Replace firefighter appliances		\$ 5,000		

	Capital Fund	Rollover	New Money	Grant	Total
301-5-0230	Information Systems				
	General Construction:				
	replace extrication air bags		\$ 5,000		
	Replace station furnishings		\$ 7,000		
	Total Capital Fire Suppression			\$	22,000
301-5-0730	Fire Training				
	General Construction:				
	Replace upstairs flooring		\$ 25,000		
	Minor Equipment < 7500:			\$	25,000
	Replace Station Furnishings		\$ 7,000		
	Replace Washer/Dryer		\$ 3,000		
	Total Capital Fire Training			\$	10,000
	Major Equipment >7500:				
	APX 3000 Portable Radios (2)		\$ 11,626		
	APX 6500 Dash Mount Radios		\$ 21,690		
	APX 6000 Model II Port Radios		\$ 21,300		
	Portable Lighting Towers		\$ -		
	Minor Equipment < 7500:			\$	54,616
	2 Lateral File Cabinets		\$ 500		
	Replace Carpet & Pad-EOC/Offices		\$ 5,000		
	Workbench for Radio Shop		\$ 3,000		
	Portable CSC-960 Siren Controller		\$ -		
	Total Capital Emergency Management			\$	8,500
301-5-0920	Streets:				
	Major Equipment >7500				
	1/2 Ton Pickup		\$ 29,000		
	10-Wheel Dump Truck		\$ -		
	3/4 Ton Pickup		\$ 35,000		
	Rubber Track Trackhoe		\$ -		
	Minor Equipment <7500			\$	64,000
	Air Compressor		\$ 2,000		
	Plasma Cutter		\$ 2,500		
	Total Capital Streets			\$	4,500
301-5-0930	Traffic:				
	Major Equipment >7500				
	1/2 Ton Pickup		\$ 29,000		
	Battery Backup System for Signals		\$ 17,000		
	Minor Equipment <7500			\$	46,000
	12-Foot Trailer (for Lg. Sprayer)		\$ 1,600		

	Capital Fund	Rollover	New Money	Grant	Total
301-5-0230	<i>Information Systems</i>				
	General Construction:				
	Industrial Blower (debri removal)		\$ 800		
	Pressurized Glass Bead Dispenser		\$ 6,000		
				\$	8,400
	<i>Total Capital Traffic</i>				
301-5-0940	<i>Parks:</i>				
	General Construction:				
	Beautification Projects		\$ 18,000		
	Electricity @ Park Pavillions (3)		\$ 6,000		
	Interior Repair Santa Fe Depot		\$ 10,000		
	Lions Club Ball Fence Replacement		\$ 7,000		
	Portable Stage	\$ -	\$ -		
	Park Master Plan		\$ 25,000		
				\$	66,000
	Major Equipment >7500				
	1/2 Ton Pickup		\$ 25,000		
	Mower Replacement		\$ 15,000		
	Park Upgrades		\$ 60,000		
	Tree Sheer & Grinder		\$ 18,500		
				\$	118,500
	Minor Equipment <7500				
	Sandblaster		\$ 1,000		
	Supply Storage Building		\$ 3,000		
	Welder/Generator		\$ 4,500		
				\$	8,500
	<i>Total Capital Parks</i>				
301-5-0950	<i>Cemetery:</i>				
	Major Equipment >7500				
	Mower Replacement		\$ 12,000		
				\$	12,000
	Minor Equipment <7500				
	Two Canopies for Mowers		\$ 900		
	Two Pesticide Cabinets		\$ 3,000		
				\$	3,900
	<i>Total Capital Cemetery</i>				
301-5-1120	<i>Municipal Auditorium</i>				
	General Construction:				
	Auditorium Heat/Air Unit (Rollover)	\$ -			
	Auditorium Heat/Air Unit		\$ 250,000		
	COEDD Bldg Heat/Air Unit		\$ 10,000		
	Interior Paint/Repair Auditorium		\$ -		
				\$	260,000
	<i>Total Capital Municipal Auditorium</i>				
301-5-1130	<i>South Community Center</i>				
	General Construction:				
	Exterior Paint and Repair		\$ 20,000		

	Capital Fund	Rollover	New Money	Grant	Total
301-5-0230	Information Systems				
	General Construction:				
	Heat/Air Replacement (2 units)		\$ 35,000		
	Interior Paint and Repair		\$ 5,000		
	Total Capital So. Community Center			\$	60,000
301-5-1140	Senior Citizen's Center				
	General Construction:				
	Interior Paint and Repair		\$ 5,000		
	New Flooring-Project Heart Area		\$ 34,000		
	Total Capital Senior Citizen's Center			\$	39,000
301-5-4010	Equipment Services				
	General Construction:				
	Major Equipment >7500:				
	Portable Lift System			\$	-
	Minor Equipment <7500:				
	Antifreeze Recycler		-		
	New 12000 LB Lifts		\$ 5,500		
	Transmission Fluid Exchanger		\$ -		
	Total Capital Equipment Services			\$	5,500
301-5-4020	Building Maintenance				
	General Construction:				
	50 New Light Fixtures		\$ 10,000		
	ADA Restroom		\$ 33,000		
	Improved Landscaping		\$ 3,000		
	Interior Paint & Repair		\$ -		
				\$	46,000
	Major Equipment >7500:				
	New Restroom Stalls		\$ 8,000		
	Total Capital Building Maintenance			\$	8,000
	EXPO		\$ 100,000		
Total Capital Projects		\$ 746,599	\$ -	\$ 1,685,916	\$ -
					\$ 2,332,515

**302 CAPTIAL IMPROVEMENT
2012-2013 BUDGET REVENUES**

ACCOUNT NUMBER	DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2012-2013
4001	SALES TAX	2,350,097	2,401,829	2,463,697	2,675,000	2,463,697
	TOTAL TAX	2,350,097	2,401,829	2,463,697	2,675,000	2,463,697
4701	INTEREST INCOME	50,201	216,846	39,585	60,000	25,000
	INTEREST INCOME-SALES TAX	1,752	37,697	1,887	13,000	-
	TRANSFERS		-	165,000	165,600	1,775,000
	TOTAL INTEREST	50,201	216,846	39,585	238,600	1,800,000
	TOTAL REVENUES	2,400,298	2,618,675	2,503,282	2,913,600	4,263,697
BEGINNING FUND BALANCE		6,922,386	6,922,386	6,922,386	3,717,269	1,100,000
TOTAL SOURCE OF FUNDS		9,322,684	9,541,061	9,425,668	6,630,869	5,363,697

**302 STREETS IMPROVEMENT FUNDS
2013-2014 BUDGET EXPENSES**

DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2010-2011	ESTIMATED YEAR END	PROPOSED 2013-2014
PLANNING	-		-		-
ENGINEERING	49,194	998,300	830,000	1,039,028	2,025,000
STREET PROJECT- OVERLAY PROJECTS	642,151 631,204	207,926 -	3,104,585 -	2,932,641 -	1,050,000 -
STREET REHAB PROJECTS	828,445	1,116,521	900,000	565,401	1,050,000
OTHER PROJECTS	94,935	914,559	150,000	535,189	150,000
STREETS	17,137	64,369	100,000	15,000	100,000
TRAFFIC CONTROL	37,233	67,113	80,000	74,869	120,000
TRANSERS	100,000	204,167	100,000	100,000	100,000
PROPOSED NEW DEBT	-		443,814	-	-
 TOTAL	 2,400,298	 3,572,954	 5,708,399	 5,262,127	 4,595,000
 FUND BALANCE	 6,922,386	 5,968,107	 3,717,269	 1,368,742	 768,697
 TOTAL USES OF FUNDS	 9,322,684	 9,541,061	 9,425,668	 6,630,869	 5,363,697

301-5-0810

Engineering:

General Construction:

ADA Handicap Ramps/Sidewalk Rep	\$	225,000		
Main Street Streetscape Project	\$	1,800,000		
			\$	350,000.00 SMA
			\$	425,000.00 TIF
			\$	400,000.00 ODOT

Street Construction:

Bridge Maint & Repair Proj FY13-14	\$	450,000
Kickapoo-Fr Spur to Farrall Prelim Eng	\$	600,000
Rehab Asphalt Streets FY13-14	\$	550,000
Rehab Concrete Streets FY13-14	\$	500,000
Repair & Maintenance Materials	\$	150,000
Sign Upgrade	\$	80,000
Signal Upgrade	\$	40,000
Striping Projects	\$	100,000

Total Capital Engineering

\$	4,495,000	\$	1,175,000.00	\$	-
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**601 WORK COMP SELF-INSURANCE FUND
2013-2014 REVENUES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2012-2013
4701	INTEREST INCOME	-	214	-	-	-
	TOTAL INTEREST	-		-	-	-
4820	CHARGES FOR SERVICES	715,493	671,249	724,500	724,500	650,000
4822	OTHER MISC REVENUE	9,239	-	10,500	5,000	10,500
4825	REFUND & REIMBURSEMENTS	1,527	16,291	-	2,500	-
	TOTAL OTHER REVENUES	726,259	687,753	735,000	732,000	660,500
	TOTAL REVENUES	726,259	687,753	735,000	732,000	660,500
BEGINNING FUND BALANCE		983,496	487,110	466,516	466,516	509,516
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		<u>1,709,755</u>	<u>1,174,863</u>	<u>1,201,516</u>	<u>1,198,516</u>	<u>1,170,016</u>
EXPENSES	WORK COMP	1,222,645	708,347	735,000	689,000	660,500
FUND BALANCE 06/30/2012		487,110	466,516	466,516	509,516	509,516
TOTAL USE OF FUNDS		<u>1,709,755</u>	<u>1,174,863</u>	<u>1,201,516</u>	<u>1,198,516</u>	<u>1,170,016</u>

**701 LIBRARY FUND
2013-2014 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST INCOME	-	-	-	-	-
4901	TRANSFER FROM GENERAL FUND	74,000	74,000	74,000	74,000	74,000
	TOTAL REVENUES	74,000	74,000	74,000	74,000	74,000
BEGINNING FUND BALANCE		27,263	16,877	14,803	14,803	15,827
TOTAL SOURCE OF FUNDS INCLUDING FUND BAL		101,263	90,877	88,803	88,803	89,827
EXPENSES	LIBRARY	84,386	76,074	83,800	72,976	83,800
FUND BALANCE		16,877	14,803	5,003	15,827	6,027
TOTAL USE OF FUNDS		101,263	90,877	88,803	88,803	89,827

**702 CEMETERY PERPETUAL FUND
2013-2014 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4701	INTEREST INCOME			500	250	500
	TOTAL INTEREST			500	250	500
4806	CEMETERY LOT SALES	1,075	1,181	1,500	1,200	1,500
4807	OTHER CEMETERY REVENUE	2,768	3,559	3,000	3,000	3,000
4811	MISC GIFTS AND DONATIONS	489		-	500	-
	TOTAL OTHER REVENUES	4,332	4,740	4,500	4,700	4,500
	TOTAL CEMETERY PERPETUAL FUND	4,332	4,740	5,000	4,950	5,000
BEGINNING FUND BALANCE		173,691	171,365	172,305	172,305	170,255
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		178,023	176,105	177,305	177,255	175,255
EXPENSES CEMETERY		6,658	3,800	69,778	7,000	69,778
FUND BALANCE		171,365	172,305	107,527	170,255	105,477
TOTAL USE OF FUNDS		178,023	176,105	177,305	177,255	175,255

**704 SENIOR CITIZENS FUND
2013-2014 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4701	INTEREST INCOME	-	-	-	-	-
	TOTAL INTEREST	-	-	-	-	-
	TOTAL CEMETERY PERPETUAL FUND	-	-	-	-	-
BEGINNING FUND BALANCE				21,219	21,219	21,219
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE				21,219	21,219	21,219
EXPENSES	SENIOR CITIZENS	-	-	600	-	600
FUND BALANCE		21,219	21,219	20,619	21,219	20,619
TOTAL USE OF FUNDS		21,219	21,219	21,219	21,219	21,219

**706 GIFTS AND CONTRIBUTIONS
2013-2014 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4403	DONATIONS-JR LIVESTOCK SHOW	3,175	3,175	3,680	4,000	4,000
4411	BRICK SALES-CEL LIF PARK	-	-	150	-	-
4420	DONATIONS-POLICE DEPT	-	-			
4423	DONATIONS-FIRE DEPT	-	-	1,300	-	1,300
4424	DONATIONS-JULY 4 ENTERTAIN	-	-			
4432	DONATIONS-SAFE COMMUNITIES	-	-	50	-	100
4445	DONATIONS-HORSES IN THE CITY	-	-			
4446	DONATIONS-YOUTH AVIATIONS	-	-	1,675	2,000	2,000
4448	DONATIONS-ANIMAL SHELTER	-	-			
4449	DONATIONS-SKATE PARK	-	-			
	TOTAL GIFTS AND DONATIONS	3,175	3,175	6,855	6,000	7,400
4701	INTEREST INCOME	-	-			
4722	INVEST INCOME-JR LIVESTOCK	4,550	4,550	-	-	-
	TOTAL INTEREST	4,550	4,550	-	-	-
	TOTAL REVENUES	7,725	7,725	6,855	6,000	7,400
	BEGINNING FUND BALANCE	115,059	114,007	114,007	114,007	120,085
	TOTAL SOURCE OF FUNDS INCLUDING FUND B/	122,784	121,732	120,862	120,007	127,485
	EXPENSE GIFTS AND CONTRIBUTIONS	8,777	8,777	8,777	8,776	8,000
	FUND BALANCE	114,007	114,007	112,085	111,309	120,485
	TOTAL USE OF FUNDS	122,784	122,784	103,308	120,085	128,485

**709 SISTER CITIES FUND
2013-2014 REVENUES/EXPENSES**

ACCOUNT NUMBER	REVENUES DESCRIPTION	ACTUAL 2010-2011	ACTUAL 2011-2012	BUDGET 2012-2013	ESTIMATED YEAR END	PROPOSED 2013-2014
4404	DONATIONS-SISTERS CITIES	-	-	-	-	-
4405	COLLECTIONS-JAPAN TRIP	0	0	16,000	16,633	16,000
4407	SISTER CITIES DINNER	-	-	-	-	-
4429	DELEGATION ACTIVITIES	-	-	-	-	-
	TOTAL GIFTS AND DONATIONS	0	0	16,000	16,633	16,000
4701	INTEREST INCOME	0	0	-	-	-
	TOTAL INTEREST	0	0	-	-	-
4701	TRANSFER IN	15,000	15,000	15,000	15,000	15,000
	TOTAL REVENUE	15,000	15,000	31,000	31,633	31,000
BEGINNING FUND BALANCE		34,224	44,932	1,191	1,191	1,191
TOTAL SOURCE OF FUNDS INCLUDING FUND BALANCE		49,224	59,933	32,191	32,824	32,191
EXPENSES	SISTER CITIES	4,292	58,742	31,000	31,633	31,000
FUND BALANCE		44,932	1,191	1,191	1,191	1,191
TOTAL USE OF FUNDS		49,224	59,933	32,191	32,824	32,191

Regular Board of Commissioners

12.

Meeting Date: 06/17/2013

Joinder Agreements Retirement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

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

Master Plan DB AND DC

Attachments

Memo -McDougal

Memo-Bass and Homan

CMO DH

CMO DH SI

DB

DC

DB MASTER PLAN

DCV MASTER PLAN

Mayor
WES MAINORD



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

Date: May 16, 2013

To: Mayor and City Commissioners

From: Brian McDougal, City Manager
Tamara Johnson, Human Resources Director
Cynthia Sementelli, Finance Director/Treasurer

RE: Non-Union Pension Plan Recommendation

Nature of the request:

The Commission directed the staff in 2011 to address our pension costs as the costs had reached over 23% of payroll for our non-union/non-uniform employees. A change to reduce these costs is essential to the continued sustainability of the City operations.

Staff Analysis, Considerations:

Attached is a memorandum from our consultants that outlines the history, analysis and considerations regarding this request as well as a recommendation. In summary, Staff presented a "hard freeze" to Commissioners at our April 15, 2013 regular meeting. The Commission directed Staff to meet with each affected employee. We completed that task. The employees who are closer to retirement are affected most significantly with the hard freeze recommendation. At that meeting and since that meeting several Commissioners have expressed their concern with the hard freeze pension option. As such, we presented a "pension choice" option at our budget worksession on May 6, 2013. With each of these approaches, our recommendation is to place new hires in a 3%/6%/9% contribution rate with the 5 and 10 years of service provision. Please see the attached memorandum from Fred Bass with FBCI for a history, staff consideration and recommendation.

Recommendation:

Staff is amending its recommendation from our meeting April 15, 2013. The "hard freeze" of the pension plan treats each employee the same regardless of age and/or years of service and reduces the volatility of the pension plan to the employer. However, since that time we have received a new asset valuation from Dean actuarial for 2013 instead of the 2012 actuarial, and due to the positive uptick in market earnings on investments, our cost of payroll for either of the options are within 1% of each other. So the savings to the three main budgets with personal services, SMA Fund, General Fund, and Airport Fund are very close no matter which option

Commissioners choose. It should be noted also that our unfunded liability on the pension choice option is \$2.3m (estimated based on assumptions on how many employees choose it) vs. pension hard freeze option of \$389,000 (both options are based on actuarial value). Consultants and our financial advisors think this method goes a long way to ensuring that our good credit rating remains intact.

No matter which option Commissioners choose, Commissioners need to understand that the benefits the City is providing are still very good as compared to both the public and private sectors. However, a change to reduce these costs is essential to the continued sustainability of the City operations.

Please see the attached memorandum from Fred Bass with FBCI for a history, staff consideration and recommendation.

Staff note:

It is important to note here that the volatility of market earnings to the City's favor is really what is making this option possible. It is also notable that this option does leave the City in a position of a market earning downturn and result in our unfunded liability growing in the future. As such, Staff wants Commissioners to understand that although this option is viable now, our costs are less manageable into the future under the pension choice option due to a potential for the market earnings on investments to drop from 12% back to a lesser amount at some time and increasing costs.

Budget Consideration:

In summary, although we made many assumptions to develop reasonable scenarios, our cost to provide this benefit will drop substantially from 21.4% according to the Dean 2013 valuation report to 12.5% according to the pension plan choice options as outlined in the attached report by FBCI. This will be an excellent cost savings center for all of our funds that have personal service components. The main three budgets that will be affected the most are SMA Fund, General Fund and the Airport Fund. The approximate amounts for each of those are SMA Fund (\$124,126.59), General Fund (\$321,480.00), Airport Fund (\$6761.77).

To be decided at a later date will be how to address the \$2,290,500.00 unfunded liability under the pension choice option.

MEMORANDUM

Date: May 17, 2013

To: Brian McDougal, Tamera Johnson, Cindy Sementelli and Jodi Cox

cc: Dudley Hyde

From: Fred Bass and Dan Homan

Re: Logic behind original recommendation, replication of valuation costs and preparation of costs for new plan design

Review of Original Approach and Logic behind it

The purpose of the memorandum is twofold. First, it will provide the logic of our initial recommendation . It will specifically provide:

- Why we arrived at the recommendations that we made;
- The options we could have taken and the reasons we did not; and
- Why the option we did take was the best and fairest course of action for the City and its employees.

We will also describe the changes in the recommendation based upon comments receive from Employees and from the Commissions.

Original Recommendation

- Over a year ago, the Commissioners requested that the City Manager and his staff review other options to providing reasonable retirement benefits for its employees and to make recommendations. They felt at the time that the current plan was too expensive and that the costs were not controllable.
- Prior to running any figures on specific employees, some of the alternatives considered were as follows:
 - Provide Pension Choice (the choice of a new defined contribution plan or the current defined benefit plan) to everyone;
 - Provide Pension Choice to a limited number of long serviced employees who were close to retirement;
 - Freeze the current plan and provide all employees with a new defined contribution plan which provides an additional contributions.
- FBCI performed a study and came back with a recommendation. First it compared the amount of income individuals would reasonably expect in

retirement relative to their final pay assuming that they worked until age 65 (otherwise called a replacement ratio). The sources of this retirement income would be social security, the pension plan and the funds that were being put away in the current defined contribution plan (i.e. contributions made by employees who are not department heads of 4.25% and contributions made by Department Heads of 8% with a city match of 5%. Note that this does not include any personal savings or other benefits earned with prior employers. Based upon the analysis, it was determined that:

- 99% of employees would replace over 70% of their income;
- 93% of employees would replace over 80% of their income;
- 88% of employees would replace over 90% of their income; and
- 81% of employees would replace over 100% of their income.

It was also noted that the employees who fell below the levels shown above would all have less than 20 years with the City. Based upon their retirement or savings while working for other employers, they also would be above these thresholds.

We also had a discussion of what was a reasonable replacement ratio for individuals. There was a study performed in 2008 which determined that individuals need less income in retirement than when working. This is because:

- Income taxes are down after retirement;
- Social Security taxes end completely at retirement;
- Social Security benefits are partially or fully tax free; and
- Savings for retirement is no longer needed.

The analysis goes on to say that people earning \$60,000 per year or more need approximately 78% of final pay in retirement. Those earning less only need 25% to 32% of pay from their employer to replace 78% to 90% of their final pay, including social security.

Based upon the above analysis summarized immediately below, we arrived at the following conclusions:

- The current plan cost too much, especially in conjunction with social security;
- We needed to arrive at a program which would control the volatility of costs; and
- The benefits being provided were substantially more than necessary to replace income at retirement.

Based upon this analysis, management, with its consultants, discussed other

alternatives. One of them was to grandfather those who had substantial service and were within 10 or 15 years of retirement. However, it was these individuals who were over 100% of replacement pay. In addition, these individuals would receive a benefit accrual from the plan which would be equivalent to a defined contribution of over 40% of pay per year (some as high as 60% of pay per year).

So, we tried to determine a program which would meet our objectives:

- Reduce the cost;
- Reduce the volatility in costs; and
- Provide substantial benefits for long serviced employees.

Based upon the above objectives and the fact that grandfathering the older longer serviced employees would perpetuate the problems we are having with the defined benefit plan (high cost, volatility in cost and substantial costs for benefit accruals for certain employees who were long serviced and near retirement age), we decided not to offer any grandfathering in the existing plan.

Based upon this analysis, we reviewed the amount of income we could replace in retirement by freezing the plan and moving towards a rich defined contribution plan. By freezing the pension plan, we would determine everyone's accrued benefit as of June 30, 2013. However, we would still allow employees to grow into eligibility for vesting, "Rule of 80", early retirement and normal retirement. Therefore future service would count for eligibility of the benefit accrued as of June 30, 2013.

Then we reviewed three levels of benefits under a defined contribution plan. In order to provide additional benefits for longer serviced employees both currently and in the future, we reviewed various defined contribution designs. We arrived at one which would provide for existing employees:

- A 5% contribution during the first five years of service;
- A 10% contribution during the next five years of service; and
- A 15% contribution thereafter.

In computing the above schedule, prior service counts. Therefore, if someone has 11 years of service, they would start at the 15% level. OMRF has shared with us that this was a very competitive formula relative to other municipalities that provide defined contribution plans.

For Department Heads only, our recommendation was to provide an additional defined contribution of \$5,000 per year for the next five years only as a "stay bonus".

It was further recommended that anyone who is hired on or after July 1, 2013, would receive a formula which would be consistent with above except instead of receiving a 5%/10%/15% contribution, it would be reduced to 3%/16%/19%.

This new approach would help to stabilize volatility of costs and also provide a lower cost level for the City. If assets are valued at market value, the costs would reduce from 24.5% to approximately 10% of pay. As employees left and were replaced, the costs would reduce even more because of the lower formula.

We also reviewed replacement ratios under this new approach and determined the following:

- With equivalent benefits from defined contribution plans payable as a 10 year certain and life benefit with a COLA,
 - 85% of employees would replace over 70% of their income;
 - 72% of employees would replace over 80% of their income;
 - 57% of employees would replace over 90% of their income; and
 - 46% of employees would replace over 100% of their income.

As with the above analysis those people with shorter service at age 65 would be the ones who might replace less.

- If all benefits were converted to a life annuity form of payment without COLA (which many employers provide as the normal form), the replacement ratios would rise. This analysis showed that
 - 90% of employees would replace over 70% of their income;
 - 87% of employees would replace over 80% of their income;
 - 75% of employees would replace over 90% of their income; and
 - 64% of employees would replace over 100% of their income.

We hope the above explains to the Mayor and Commissioners how we arrived at our recommendation. We would be happy to review this with you in more detail if you wish. We look forward to your thoughts and comments.

The alternative approach based upon comments received

As mentioned above, our original charge was to reduce costs and move the City's approach to providing retirement income from a defined benefit scenario to a defined contribution scenario. The programs in place were very rich (especially for those near retirement) and provided what was deemed excessive replacement ratios. When the new defined contribution approach was "rolled out", it met with comments from some that this was too drastic a "take-away". The Commissioners were concerned about employees who complained even though the plans being offered were among the best defined contribution plans offered in the state, provided savings to the City and met the objective of moving from the defined benefit arena more quickly. Based upon the concern by The Commissioners, we believe that consideration should be given to moving towards a defined contribution approach but doing so more slowly without totally eliminating the opportunity for defined benefit accruals in the future for current employees.

Based upon the above, we have arrived at another approach which falls in between the current plan and the initial recommendation. This approach is as follows:

- Offer Pension Choice between a modified defined benefit plan and a new defined contribution plan;
 - For employees who remain in the defined benefit pension plan, remove the COLA for future benefit accruals for all active employees; however have the 10 year certain and life benefit remain if they remain in the pension plan and future salary increases will be applied to all benefit service (past and future) ;
 - For all employees who remain in the defined benefit pension plan, charge them 4.25% of pay for the right to remain in this pension plan. This will be the same 4.25% which comes from their current "government pickup" contribution. Therefore, it will no longer go into a program on their behalf. For Department Heads, the 4.25% will reduce the amount of their 8% "government pickup" contribution to 3.75%. Furthermore, the promised raise of the greater of 75 cents per hour or 3% of pay will not be provided.
 - Employees who agree to leave the defined benefit pension plan would be provided with a 5% / 10% /15% defined contribution plan. In addition, they will receive a raise equal to the greater of 75 cents per hour or 3% of pay. Furthermore, their "government pick-up" program will remain intact.
 - Regardless of whether they stay in the defined benefit plan or move into the defined contribution plan, Department Heads they will also receive a stay bonus as has been previously described (\$5,000 per year for five years).

Verifying costs and liabilities for benefits

Before starting the above project, we wanted to see how closely we could match the costs and liabilities with Dean Actuaries. Therefore, we have determined the normal costs and actuarial liabilities based upon the current plan and the assumptions used by Dean Actuaries, LLC. The only assumption we did not know about was the cost of living adjustment. Therefore, we have used an assumption that it would average 2.50%. To arrive at the normal costs and liabilities, we have added back individuals who have terminated since January 1, 2013 because these are the individuals who were still in the Dean actuarial valuation report (based upon a January 1 determination date).

We were very pleased with our determination of the liabilities relative to Dean Actuaries. The liabilities on a traditional Unit Credit Liability basis for active employees were as follows:

Dean Actuaries	\$12,612,787
FBCI	\$12,762,454
FBCI / Dean	101.2%

The liabilities on an Entry Age Normal basis for active employees were as follows:

Dean Actuaries	\$18,795,448
FBCI	\$18,450,880
FBCI / Dean	98.2%

Both of these results are closer than one should expect based upon the differences in software which report decrements differently, etc.

To determine at what point the normal cost should be calculated, we reviewed Exhibit 2 of the valuation. In this exhibit, we were able to determine that the amortization of the unfunded liability assumed payment in the middle of the year (to replicate payments throughout the year). If we assume that the normal cost being provided is done on the same basis, then the comparison of normal costs in the middle of the year is as follows:

	Normal Cost	Payroll	NC as % of Payroll
Dean Actuaries	\$894,614	\$6,633,500	13.48%
FBCI	\$986,907	\$7,038,600	14.02%
FBCI / Dean			104.01%

This percentage of payroll is within normal means. It should also be noted that we took the 2012 payroll which we had and applied the Dean Actuaries salary increase to obtain the 2013 payroll and which we used to run costs and liabilities.

Based upon the above liabilities and normal costs of the current plan being within range, we proceeded to perform the study described above, the results of which are attached.

The Study

As can be seen from the attached, we put down the results presented in the valuation report issued in March, 2013 with costs of 21.4% of payroll. The results of our analysis were 21.1% of payroll using the Dean Actuaries assumptions and the methodology described above.

As an interim step, we next ran the costs for everyone assuming that we did not offer pension choice but required everyone to contribute 4.25% of pay to the plan. Furthermore, we assumed that no one would receive any COLA on their future accruals. As can be seen the costs of this program dropped from 21.1% of payroll to 14.0% of payroll. The employee contribution portion of this reduction was 4.3% while the reduction due to the COLA being removed was 2.8%

We next applied Pension Choice. Of course, the assumptions made regarding who chooses which program are critical to the results. The assumptions regarding this were supplied to us and are as follows:

- 75% of those currently eligible for the “Rule of 80” will elect to stay in the defined benefit plan and the others will move into the defined contribution plan;
- 50% of those within 10 years of “Rule of 80” will elect to remain in the defined benefit plan and the other 50% will move into the defined contribution plan;
- 50% of those who are over age 50 but not in the two groups above will elect to remain in the defined benefit plan the other 50% will move into the defined contribution plan;
- Everyone else will move into the defined contribution plan.

The costs which we determined is an allocation between what would occur if the plan were totally a defined benefit plan with the adjustment to the COLA and employee contributions (described two paragraphs above) and if the plan were totally a defined contribution plan going forward (as originally contemplated). As far as moving everyone to a defined contribution plan, we have determined the costs to be 11.2%. In computing the costs we reflected the one time pay raise in applying it to the 5%/10%/15% formula. However, it does not include the cost of the raise in this exhibit. This raise is 3% of pay (or \$0.75 per hour if greater). If everyone elected to go into the DC plan, the cost of the one-time raise would be \$288,000.

Based upon the above assumptions regarding pension choice, the overall cost under the new defined benefit plan design and the assumed “take” rate is 12.1% of payroll. Given

the take rate, we have computed the one time raise (not included in the attached exhibit) to be \$218,000.

We would recommend that we try other mixes. What we do know is that the cost of this plan will be somewhere between 14.0% of payroll (the cost of the modified defined benefit plan) and 11.2% of payroll, the cost of moving everyone to the new defined contribution plan. Only if there is severe anti-selection should the cost exceed the 14%.

Other Points of Consideration

Other points of consideration to be discussed herein are:

- Volatility in costs
- Additional volatility in cost to the city as a percentage of payroll by adding employee contributions; and
- The removal of the COLA for future accruals

Volatility in Costs

Because the costs of a pension plan are not fixed, their volatility (both higher and lower) is hard to gauge. Other points of consideration in working with a defined benefit plan are the volatility of costs. Comparing the 2013 actuarial valuation with the 2012 actuarial valuation, it can be seen that the costs reduced as a percentage of payroll (from 22.51% of Payroll to 21.39% of Payroll). If we were looking at the market value of assets, the costs would have decreased even more (from 25.71% of Payroll to 22.66% of Payroll). The reasons for this are probably two-fold:

- The average age of the employee group was less, thereby lowering the normal cost; and
- The return on assets was over 12.2%.

If the asset value had earned 4.70% less than the assumption of 7.50% rather than 4.70% more than 7.50%, the costs could have increased by 1% or more based upon the valuation of the assets (market or actuarial value).

Impact on volatility by adding an employee contribution to the pension plan

It will be recommended that we add an employee contribution for those who stay in the pension plan. Surprisingly enough, while this will reduce cost, it will have the impact of increasing volatility of costs as a percentage of payroll. An example that might clarify this statement is as follows:

- Assume the costs of the plan are \$1,000,000 and the employee contribution picks up 15% of this cost or \$150,000. The City's cost would be \$850,000.

- Assume next year everything stays static except the cost of the plan goes up 20% (assume for this example from asset losses). The total cost of the plan is now \$1,200,000, a 20% increase, but the City's cost increased from \$850,000 to \$1,050,000, an increase of 23.5%, more than the total increase in in plan costs.
- This is because the addition of employee contributions, while good for reducing the City's cost burden, does increase the volatility of costs because it is the City that is picking up all of the additional cost or reduction in costs.

Impact of the removal of the COLA for future service

This will have the impact of reducing the volatility in the future due to inflationary increases. Therefore, not only does this provision reduce costs but it also reduces the volatility in costs.

Analysis of Unfunded Liabilities under different scenarios

The exhibit at the end of this memorandum provides the level of unfunded liability on an ongoing plan basis with the benefits modified (\$5,134,400), on a basis if we offer pension choice (\$2,290,500) and on a "hard freeze" basis (\$389,500). It should be noted that all of the liabilities used to determine the unfunded liabilities have been calculated on an "ongoing plan basis". What this means is the liabilities are being discounted at 7.50% per year. In fact, if the liabilities of this plan were to be purchased from an annuity provider, the costs would be substantially higher. Further note that the assets being used are the same as used in the valuation by Dean Actuaries to determine costs (the actuarial value of assets versus the market value of assets). That is, we have reduced the liabilities by assets which are one million dollars higher than the market value of the assets as of 1/1/2013, assuming we will receive further gains in the future. Because of this, the \$389,500 unfunded liability on a plan freeze basis could not be purchased in the marketplace today. Therefore, the plan must be kept ongoing until interest rates rise, the market value of assets approaches the actuarial value of assets or both.

Recommendation

We recommend that consideration be given to a modified pension choice for current employees.

The recommendation is as follows:

- Anyone hired on or after July 1, 2013 will receive retirement benefits from a defined contribution plan which provides 3%/6%/9% contributions levels based upon having less than 5 years of service, 5 to 10 years of service and over 10 years, respectively.
- Effective July 1, 2013 modify the defined benefit plan so that anyone actively participating will be required to make a 4.25% contribution into the defined

benefit plan. This will be in lieu of the “government pick-up” into the defined contribution plan as described in the body of this memorandum.

- Effective July 1, 2013, modify the defined benefit plan so that no COLA’s will be provided on any benefits earned after such date. That is, only the accrued benefit as of June 30th 2013 will have COLA.
- Offer anyone employed prior to July 1, 2013 with the choice as follows:
 - Remain in the modified defined benefit plan (with no COLA in the future and the requirement of a 4.25% employee contribution);
 - The benefit to be provided will be a benefit based upon prior service and future salary increases and a COLA plus future service with future salary increases and no COLA.
 - These individuals will not receive the raise of 75 cents per hour or 3%, whichever is greater.
 - These individuals will not have any additional funds put into the “government pick-up” into the DC Plan account and if they are department heads, their 8% contribution will only accrue in the DH DC plan account at 3.75%.
 - If they are department heads they will not receive the \$5,000 stay bonus.
 - Change to the 5%/10%/15% defined contribution plan in which case:
 - The benefit accrued under the defined benefit plan will be frozen and will not be subject to future salary increases.
 - The level of contribution into the defined contribution plan will be a function of all service with the City.
 - They will continue to receive the 4.25% in the DC Account.
 - They will receive the raise of 75 cents per hour or 3%, whichever is greater.
- The \$5,000 “Stay Bonus will be provided to Department Heads regardless of which program they take. If they go into the pension plan, this should, in most cases, make up for the loss of 4.25% of their “Government Pick-up” contribution to their DC Account.

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

City of Shawnee, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Shawnee, Oklahoma, hereby establishes a Defined Contribution Plan to be known as the **City of Shawnee 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 _____.
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective May 1, 2008. The effective date of this Joinder Agreement is July 1, 2013, except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

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

The word "Employee" shall not include:

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

3. Entry Date.

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

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

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

5. Plan Design.

The Employer hereby elects the following Plan design:

- ☒ Pick-up Option. Each Employee shall be required to contribute to the Plan **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 together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
- ☐ The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- ☒ Fixed Contribution. The Employer shall contribute to the Fund an amount which when added to amounts available from Amounts Forfeited in prior periods, if any, shall equal **5.00%** of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution together with amounts available from Amounts Forfeited in prior periods shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- ☒ Variable Funding Option.
- ☒ The Employer 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 together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
- ☒ Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- ☐ Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.
- ☐ 401(k) Funding Option.
(This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each ☐ Valuation Period ☐ calendar quarter of the Valuation Period.
- ☐ Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ No Employer Contribution Option.

6. Other Participant Contribution Options.

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

7. Self-Directed Investments.

- ☒ Are permitted.
- ☐ Are not permitted.

8. Allocation of Forfeitures Available.

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

9. Service for Worker's Compensation Period.

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

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

10. Vesting.

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

☐ Option A

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

☐ Option B

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

☐ Option C

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

☒ Option D

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

☐ Option E

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

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

11. Participant Loans.

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

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

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

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman

Attest:

Secretary

(SEAL)

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

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

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

1. Dates.

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

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

2. Employee.

The word "Employee" shall mean:

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

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

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

The word "Employee" shall not include:

☒ **Any person who is currently accruing benefits under any other state retirement system.**

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

3. Entry Date.

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

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

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

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

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

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- ☐ Pick-up Option. Each Employee shall be required to contribute to the Plan % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- ☐ Thrift Plan Option.
 - ☐ A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
 - ☐ The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.
The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
 - ☐ The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- ☒ **Fixed Contribution. 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 Funding 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 together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
 - ☒ **Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
 - ☐ **Option C:** A combination of Options A and B in the following ratios: % for Option A, and % for Option B.

- ☐ 401(k) Funding Option.
(This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each ☐ Valuation Period ☐ calendar quarter of the Valuation Period.
- ☐ Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ No Employer Contribution Option.

6. Other Participant Contribution Options.

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

7. Self-Directed Investments.

- ☒ **Are permitted.**
- ☐ Are not permitted.

8. Allocation of Forfeitures Available.

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

9. Service for Worker's Compensation Period.

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

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

10. Vesting.

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

☐ Option A

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

☐ Option B

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

☐ Option C

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

☒ Option D

<u>Years of Service *</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 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 E

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

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

11. Participant Loans.

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

☒ **Participant loans shall not be offered.**

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

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

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman

Attest:

Secretary

(SEAL)

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

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

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

1. Dates.

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

2. Employee.

The word "Employee" shall mean:

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

The word "Employee" shall not include:

- ☒ **Any person who is currently accruing benefits under any other state retirement system.**
- ☒ **Any person who has an Employment Commencement Date after June 30, 2013.**
- ☒ **Any person hired before July 1, 2013, and who makes the one-time election as of September 1, 2013, to cease participation in this Plan and who elects to participate in the City of Shawnee Defined Contribution Plan.**

3. Eligibility.

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

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

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

5. Average Monthly Compensation.

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

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

6. The Employer hereby elects the following Plan design:

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

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

- ☒ **Pick-Up Option.** The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant's Compensation required to be contributed as of September 1, 2013, in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- ☐ **Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

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

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

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

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

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

☐ Age 65

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

(i) age 65

(ii) the later of age 62 and the age at which the Participant has completed 30 years of service.

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

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

☒ Modified Rule of 80:

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

(i) age 65

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

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

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.

3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

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

☐ Ten Year Cliff Vesting Schedule

☒ Seven Year Cliff Vesting Schedule

☐ Five Year Cliff Vesting Schedule

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

☒ No limitation if the Employee's Employment Commencement Date is prior to July 1, 2013.

☐ Service credit prior to the original Plan effective date shall not exceed ____ years.

F. Service Buyback. The Employer hereby elects

☒ No service buyback pursuant to Section 10.13 of the Plan

☐ The service buyback provisions of Section 10.13 of the Plan

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

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

☐ shall not be credited with Service for such period.

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

- I. **Cessation of Benefit Accruals under Retirement Plan.** Effective September 1, 2013, all Participants who elect to cease participation in this Plan by making the one-time election to participate in the City of Shawnee Defined Contribution Plan shall cease accrual of Service for purposes of calculating Pension benefits under the Plan. Any such Plan Participant who was an active Participant prior to July 1, 2013, may continue to earn Years of Service for vesting purposes and satisfying Modified Rule of 80 after August 31, 2013, under this Plan but will not continue to earn Years of Service for calculating Pension Benefits under Section 5.1 of the Plan.
- J. **Limitation of Average Monthly Compensation under Retirement Plan.** Effective September 1, 2013, all Participants who elect to cease participation in this Plan by making the one-time election to participate in the City of Shawnee Defined Contribution Plan shall have their benefit calculation under 5.1 of the plan consider Average Monthly Compensation as defined in 2.1 of the Plan using Compensation reported through August 31, 2013.

8. Contributions by Employees.

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

- a. ☐ The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:
- Plan AAA – 6.0%
 - Plan AA - 5.25%
 - Plan BB - 4.5%
 - Plan CC - 3.75%
 - Plan A - 3%
 - Plan B - 2.25%
 - Plan C - 1.5%
- b. ☒ The contribution formula shall be 4.25% of compensation. (Not to exceed the percentages in above paragraph).
- c. ☐ The contribution as annually determined each year shall be shared by the Employee and Employer as follows:
- Employee portion %
 - Employer portion %
- (Employee plus Employer percentages must total 100%.)
- The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

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

- ☒ **No Cost-of-Living Option on Future Service Benefits effective August 31, 2013.**
"Future Service Benefits" refer to pension benefit accruals after August 31, 2013.
- ☒ **Cost-of-Living Option.** This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.
The effective date of the Cost-Of-Living Option shall be July 1, 1976 (the original date that the Employer elected the Cost-of-Living Option) through August 31, 2013 and shall apply for benefit accruals earned through August 31, 2013.

10. Retiree Plan Improvement Option.

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

- ☐ be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- ☐ be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- ☒ not be increased, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

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

- ☐ Optional benefit forms under Section 7.2 of the Plan will not be permitted.
- ☒ Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

NONE

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

12. Defined Contribution Option.

- ☒ **Not applicable as of September 1, 2013.**
(All prior balances under the Defined Contribution Option will remain in place as described below, but no additional employee contributions will be added as of September 1, 2013.)

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

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

- (1) Mandatory Contributions made by the Participant after the effective date of the option.
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

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

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

This option shall be effective July 1, 1995.

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

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

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman

Attest:

Secretary

(SEAL)

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

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

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

1. Dates.

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

2. Employee.

The word "Employee" shall mean:

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

The word "Employee" shall not include:

- ☒ **Any person who is currently accruing benefits under any other state retirement system.**
- ☒ **Any person 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 shown above was met.
- ☒ On the Employee's Employment Commencement Date. (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

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

5. **Plan Design.**

The Employer hereby elects the following Plan design:

- ☒ **Pick-up Option.** Each Employee shall be required to contribute to the Plan 4.25% of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- ☐ **Thrift Plan Option.**
 - ☐ A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.
 - ☐ The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.
The Employer contribution together with amounts forfeited, if any, shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period.
 - ☐ The Employer shall not contribute to the Fund a percentage of the total Mandatory Contributions contributed by Participants.
- ☒ **Fixed Contribution.** 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 Funding Option.
- ☐ The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)
- ☐ Option A: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.
- ☐ Option B: The Employer contribution together with Amounts Forfeited, if any, shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.
- ☐ Option C: A combination of Options A and B in the following ratios: % for Option A, and % for Option B.
- ☐ 401(k) Funding Option.
(This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.9 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period. The election period shall be the one month period preceding each ☐ Valuation Period ☐ calendar quarter of the Valuation Period.
- ☐ Section 4.9(c) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ No Employer Contribution Option.

6. Other Participant Contribution Options.

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

7. Self-Directed Investments.

- ☒ Are permitted.
- ☐ Are not permitted.

8. Allocation of Forfeitures Available.

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

9. Service for Worker's Compensation Period.

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

10. Vesting.

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

☐ Option A

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

☐ Option B

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

☐ Option C

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

☒ Option D

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

☐ Option E

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

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

11. Participant Loans.

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

☐ Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan

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

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

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

City of Shawnee

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman

Attest:

Secretary

(SEAL)

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

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

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. Purpose and Organization.....	I-1
1.1 Purpose.....	I-1
1.2 Parties.....	I-1
ARTICLE II. Definitions and Construction.....	II-1
2.1 Definitions.....	II-1
(a) Accrued Pension	II-1
(b) Actuarial Equivalent	II-1
(c) Adjustment Factor	II-1
(d) Authorized Agent.....	II-1
(e) Authorized Leave of Absence	II-1
(f) Average Monthly Compensation	II-1
(g) Beneficiary	II-2
(h) Break in Service.....	II-2
(i) City Council.....	II-2
(j) Code	II-2
(k) Committee	II-2
(l) Compensation	II-2
(m) Contribution Accumulation.....	II-3
(n) Death Benefit.....	II-3
(o) Deferred Vested Pension.....	II-3
(p) Disability	II-3
(q) Disability Pension.....	II-3
(r) Early Pension.....	II-3
(s) Effective Date	II-3
(t) Employer	II-3
(u) Employment Commencement Date	II-4
(v) Fund	II-4
(w) Joinder Agreement.....	II-4
(x) Leased Employee.....	II-4
(y) Limitation Compensation.....	II-4
(z) Municipality	II-4
(aa) Normal Pension	II-4
(bb) Normal Retirement Date	II-4
(cc) Oklahoma Municipal Retirement Fund	II-4
(dd) Participant.....	II-5
(ee) Pension	II-5
(ff) Plan.....	II-5
(gg) Plan Administrator	II-5
(hh) Plan Year	II-5

(ii)	Previous Plan	II-5
(jj)	Retirement	II-5
(kk)	Service	II-5
(ll)	Severance Benefit	II-6
(mm)	Trust Service Provider	II-6
(nn)	Trustee	II-6
(oo)	U. S. Consumer Price Index	II-6
(pp)	Year of Service	II-6
2.2	Construction	II-6
ARTICLE III. Contributions		III-1
3.1	Eligibility	III-1
3.2	Contributions by Employer	III-1
3.3	Contributions by Employees	III-1
3.4	Pick-up Contributions	III-2
3.5	Transfer of Contributions	III-3
ARTICLE IV. Requirements for Retirement Benefits		IV-1
4.1	Normal Pension	IV-1
4.2	Early Pension	IV-1
4.3	Disability Pension	IV-1
4.4	Deferred Vested Pension	IV-2
4.5	Pensions for Former Employees	IV-2
4.6	Termination of Employment - Vesting of Benefits	IV-3
ARTICLE V. Amount of Retirement Benefits		V-1
5.1	Normal Pension	V-1
5.2	Early Pension	V-1
5.3	Disability Pension	V-2
5.4	Deferred Vested Pension	V-2
5.5	Accrued Credits and Vested Benefits Preserved	V-2
ARTICLE VI. Severance and Death Benefits		VI-1
6.1	Severance Benefit	VI-1
6.2	Death Prior to Commencement of Pension	VI-1
6.3	Death After Commencement of Pension	VI-2
6.4	Spouse's Pension	VI-3
6.5	Designation of Beneficiary	VI-4
6.6	Severance of Death Benefits for Former Employees	VI-5
ARTICLE VII. Optional Retirement Benefits		VII-1
7.1	Joint and Survivor Options	VII-1
7.2	Other Forms of Payment	VII-1
7.3	Restrictions on Optional Forms	VII-2
7.4	Other Benefits Canceled by Option	VII-3
7.5	Options by Former Employee	VII-3
7.6	Rollover to Another Plan or IRA	VII-3

7.7	Minimum Distribution Requirements	VII-4
ARTICLE VIII. Employment Transfers		VIII-1
8.1	Transfers From This Plan.....	VIII-1
8.2	Transfers to This Plan	VIII-1
8.3	Notice of Transfers	VIII-2
ARTICLE IX. Administration		IX-1
9.1	Administration	IX-1
9.2	Bonds	IX-4
9.3	Benefit Payments	IX-4
9.4	Abandonment of Benefits	IX-4
9.5	Benefits Payable to Incompetents	IX-4
ARTICLE X. Limitations		X-1
10.1	Loss of Benefits for Cause.....	X-1
10.2	Annual Benefit - General	X-1
10.3	Limitation on Benefits	X-1
10.4	Definitions.....	X-2
10.5	Predecessor Employer.....	X-9
10.6	Severance from Employment.....	X-9
10.7	Year of Participation	X-9
10.8	Year of Service	X-9
10.9	Other Rules:	X-9
10.10	Participant Limitation Applicable to Deferred Contribution Option.....	X-11
10.11	Re-employment of Former Employees	X-11
10.12	Re-employment of Retired Employees	X-11
10.13	Buyback of Service	X-11
ARTICLE XI. Guarantees and Liabilities		XI-1
11.1	Non-Guarantee of Employment.....	XI-1
11.2	Rights to Fund Assets	XI-1
11.3	Non-Alienation of Benefits.....	XI-1
11.4	Disclaimer of Liability.....	XI-1
11.5	Indemnification of Trustees	XI-1
11.6	Payments Under a Qualified Domestic Relations Order:	XI-1
ARTICLE XII. Amendments.....		XII-1
12.1	Right to Amend.....	XII-1
12.2	Amendments	XII-1
12.3	Authority of Volume Submitter Practitioner to Amend for Adopting Employers	XII-1
ARTICLE XIII. Termination		XIII-1
13.1	Right to Terminate	XIII-1
13.2	Liquidation of Fund	XIII-1
13.3	Manner of Distribution	XIII-2
13.4	Consolidation or Merger	XIII-2

13.5	Limitations	XIII-2
ARTICLE XIV. General		XIV-1
14.1	Not Contract Between Employer and Participant	XIV-1
14.2	Payment of Fees	XIV-1
14.3	Governing Law	XIV-1
14.4	Counterpart Execution	XIV-1
14.5	Severability	XIV-1
14.6	Number and Gender	XIV-1
14.7	Compensation and Expenses of Administration	XIV-1
14.8	Incorporation of Trust Agreement	XIV-1
14.9	Mistake of Fact	XIV-2

ADDENDUM NUMBER ONE: FOR PENSION PROTECTION ACT, HEART ACT,
WORKER, RETIREE, AND EMPLOYER RECOVERY ACT, AND OTHER LAW CHANGES

APPENDIX I

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 Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

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

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

ARTICLE II.

Definitions and Construction

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

(a) **Accrued Pension:** The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) **Actuarial Equivalent:** Equality in value of the aggregate amounts expected to be received under different forms of payment. Except as otherwise specifically noted, the determination of such equality will be based on the use of the 1983 Group Annuity Table and 7½% interest. For purposes of determining the benefit limitations under § 415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.2 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) **Adjustment Factor:** The words "Adjustment Factor" shall mean 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.

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

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

(f) **Average Monthly Compensation:** The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder

Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

(h) **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 an Employee 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.

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

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

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

(l) **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 an Employee's compensation, any election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 414(h), 402(h), 403(b), 457(b) or 132(f) 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 at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the \$200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed \$150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any 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 benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. 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). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be \$200,000. The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

If Compensation for any prior determination period is taken into account in determining an employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the 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(l), 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.

(m) **Contribution Accumulation:** The Employee's aggregate contributions, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983 the interest rate for crediting interest was three and one-half percent (3½%) per annum. In the event that the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, then, as of the effective date of such election, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) **Death Benefit:** The pension benefit described in Section 6.2 herein.

(o) **Deferred Vested Pension:** The pension benefit described in Sections 4.4 and 5.4 herein.

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

(q) **Disability Pension:** The pension benefit described in Sections 4.3 and 5.3 herein.

(r) **Early Pension:** The pension benefit described in Sections 4.2 and 5.2 herein.

(s) **Effective Date:** The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

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

(u) **Employment Commencement Date:** The date on which the Employee's employment with the Employer began.

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

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

(x) **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.

(y) **Limitation Compensation:** Compensation as defined in Section 10.4(b) hereof.

(z) **Municipality:** (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as 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 hereof.

(aa) **Normal Pension:** The pension benefit described in Sections 4.1 and 5.1 herein.

(bb) **Normal Retirement Date:** The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, and (iii) the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(cc) **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.

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

(ee) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

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

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

(hh) Plan Year: 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.

(ii) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined benefit 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.

(jj) Retirement: Termination of employment after an Employee has fulfilled all requirements for a Pension. Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(kk) 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 retirement 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 benefits) but no Employee contributions shall be made with respect to the Participant for such period.

(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 an Employee 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.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(ll) **Severance Benefit:** The pension benefit described in Section 6.1 herein.

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

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

(oo) **U. S. Consumer Price Index:** The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(pp) **Year of Service:** A 12 consecutive month period of service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

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," "hereafter" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE III.

Contributions

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 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan’s actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable, and shall be used for the exclusive benefit of the Employees covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before an Employee becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Employees.

3.3 Contributions by Employees: Unless the Employer selects the Non-Contributory Option, each Employee shall contribute to the cost of providing benefits under this Plan while he remains an Employee. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Employee’s Compensation.

Any required contributions by Employees shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient, during the full time of employment as an Employee. The City Council may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If an Employee is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Employee’s Compensation shall be deemed to have continued at the same rate for the purpose of computing the Employee’s Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker’s compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Employee contributions shall be made with respect to the Participant for such period.

Each Employee in the service of the Employer on the Effective Date of the Plan hereof may become a Participant in the Plan when first eligible by signing a written notice of participation, agreeing to be bound by the terms and conditions hereof, and authorizing the Employer to deduct from his Compensation the contributions required of him as provided in the Joinder Agreement,

hereof, and he shall be subjected to all other provisions of the Plan beginning on such date. An Employee in the Service of the Employer who does not so elect to become a Participant as of the date he is first eligible to do so, may so elect to become a Participant as of the first day of his pay period coincidental with or next following the date as of which he gives to the Employer written authority to commence deductions from his Compensation for the contributions required of him as is provided in the Joinder Agreement. However, the Service of such a Participant shall not include the period of such voluntary nonparticipation prior to the date as of which the Employee elects to become a Participant in the Plan.

Each Employee employed on or after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof, and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Employee contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Employee contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Employee contributions shall be fully vested in the contributor Employee at all times. Upon retirement, death or termination of employment of an Employee for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Contribution Accumulation. Furthermore, the value of the total benefits payable to the Employee and/or his Beneficiary shall in no event be less than his Contribution Accumulation as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of an Employee, no Contribution Accumulation shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Contribution Accumulation as of the time of the Employee's termination of employment, in which case the difference shall be paid in a lump sum to the Employee and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required 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 Employee contributions for purposes of vesting, and determining Employee rights and the Employee's Contribution Accumulation and

shall be allocated to a separate account. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions.

3.5 **Transfer of Contributions:** All Employer and Employee contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the City Treasurer to the Fund for credit as soon as administratively feasible.

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: An Employee shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Employee occurs; provided however, that at the time of his death, if such Employee has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Employee and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.2 Early Pension: An Employee may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Employee's Normal Retirement Date. However, if an Employee requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Employee occurs; provided however, that if the retired Employee has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries.

4.3 Disability Pension: An Employee shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Employee has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Employee shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic

alcoholism, (b) addiction to narcotics, (c) an injury suffered while engaged in a felonious or criminal act or enterprise, or (d) service in the armed forces of the United States which entitles the Employee to a veteran's disability pension.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Employee (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year.

If Disability ceases before a retired Employee attains his Normal Retirement Date and the Employee is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.6.

4.4 **Deferred Vested Pension:** An Employee shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Employee's Normal Retirement Date. However, if the Employee requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 **Pensions for Former Employees:** If an Employee's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits:

(a) General: Except as provided in Section 10.1 hereof, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Benefits as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

- (i) **Ten Year Cliff Vesting Schedule.** The Ten Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 10	0%
At least: 10	100%

- (ii) **Seven Year Cliff Vesting Schedule.** The Seven Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 7	0%
At least: 7	100%

- (iii) **Five Year Cliff Vesting Schedule.** The Five Year Cliff Vesting Schedule is as follows:

<u>Years of Service</u>	<u>Percent of Accrued Benefit Vested</u>
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) Basic Formula: An Employee who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7B of the Joinder Agreement.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Employee or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Employee's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(oo)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) Basic Formula: An Employee who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Employee's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Employee or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment shall be applicable for any period before the Early Pension payments commence, and for this

purpose only, the date such payments commence shall be treated as the Employee's Retirement Date.

5.3 Disability Pension:

(a) **Basic Formula:** An Employee who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) **Cost-of-Living Adjustment:** If the Cost-of Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Employee's Retirement Date.

5.4 Deferred Vested Pension:

(a) **Basic Formula:** An Employee who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Employee's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Employee's Retirement Date.

5.5 **Accrued Credits and Vested Benefits Preserved:** The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 **Severance Benefit:** Upon termination of an Employee's employment with the Employer prior to his Retirement, for a reason other than death, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Employee's Contribution Accumulation, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Employee's employment and the Employee's request for payment. If such termination of employment occurs after the Employee has met the requirements for Deferred Vested Pension, he may receive in lieu of such Contribution Accumulation, the Pension for which he is eligible under the provisions of Article IV, unless the Employee elects to receive such Contribution Accumulation.

If any benefit of any other kind is paid under this Plan to or on behalf of an Employee, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Contribution Accumulation at the time of the Employee's termination of employment, in which case the difference shall be paid to the terminated Employee if living, or if deceased, to his Beneficiary.

6.2 **Death Prior to Commencement of Pension:** Upon the death of an active Employee or a retired Employee prior to the date fixed for commencement of his Pension payments, the Beneficiary designated by the Employee or retired employee shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) **Basic Formula:** Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Employee had accrued at the time of his death considering the Employee's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7 of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Employee, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Employee's Contribution Accumulation as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments other than payments derived from Disability, previously received by the spouse or the contingent Beneficiary.

(b) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under

Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) **Normal Pension, Early Pension or Deferred Vested Pension:** Upon the death of a retired Employee after the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7 of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Employee was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Employee's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7 of the Joinder Agreement to the retired Employee and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) **Disability Pension:** Upon the death of a retired Employee who was unmarried or legally separated from his or her spouse, after the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7 of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Employee was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Employee's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7 of the Joinder Agreement to the retired Employee and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Employee occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Contribution Accumulation as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Employee's said Contribution Accumulation over the sum of such Pension payments, if any, previously received by the retired Employee. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Employee was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Employee shall be eligible for a spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Employee's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided that the Employee, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, (c) had not retired or begun receiving his or her Normal Pension, and (d) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Employee's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Employee on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) **Post-Disability Retirement Death:** The surviving spouse of a deceased, retired Employee, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7 of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Employee was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Employee's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7 of the Joinder Agreement to the retired Employee and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) **Post-Termination Death Benefit After Deferred Vested Termination:** The surviving spouse of a deceased, retired Employee, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Employee's date of death or (ii) the earliest date of which the Employee could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Employee's Contribution Accumulation over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Employee was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired employee on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 **Designation of Beneficiary:** Each active or retired Employee may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If an Employee designates more than one Beneficiary, each shall share equally unless the Employee specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and

until filed with the Committee. If an Employee fails to designate a Beneficiary, or if no designated Beneficiary survives the Employee, the Death Benefit shall be paid to the Employee's spouse, if living, or otherwise, to the estate of the Employee. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance of Death Benefits for Former Employees: If an Employee's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

ARTICLE VII.

Optional Retirement Benefits

7.1 **Joint and Survivor Options:** By filing a timely application with the Authorized Agent, a married Employee not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. A reduced Pension payable monthly during the lifetime of the Employee with the provision that 100% of such monthly benefit shall be payable to the Employee's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Employee died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death. The reduced Pension payable to the Employee shall be eighty-three percent (83%) plus or minus one percent (1%) for each year to the nearest year that the contingent pensioner is older or younger respectively than the Employee multiplied by the Pension payable to the Employee in the normal form.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Employee with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Employee's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Employee dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death. The reduced Pension payable to the Employee shall be ninety-two percent (92%) plus or minus one-half of one percent (0.5%) for each year to the nearest year that his contingent pensioner is older or younger respectively than the Employee multiplied by the Pension payable to the Employee in the normal form.

Option C - Joint and 66 2/3% Survivor Annuity. An adjusted Pension payable for the joint lifetime of the Employee and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the contingent pensioner during the contingent pensioner's lifetime through the last monthly payment on or prior to such contingent pensioner's death. The reduced Pension payable to the Employee shall be ninety-three percent (93%) plus or minus seven-tenths of one percent (0.7%) for each year to the nearest year that the contingent pensioner is older or younger respectively than the Employee multiplied by the Pension payable to the Employee in the normal form.

7.2 **Other Forms of Payment:** If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of an Employee (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Employee (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Insured Annuity. Under this form, the payee will receive a nontransferable annuity purchased from a duly licensed insurance company under either an individual or group annuity contract. Such annuity may be in any of the forms otherwise payable hereunder.

Option E - Periodic Installments. Under this form, the payee will receive periodic installments over a period of years not to exceed life expectancy or the life expectancy of the payee and his designated Beneficiary. If his death occurs after payments commenced, any remaining installments will be paid to his designated Beneficiary, or Beneficiaries, either periodically over the remainder of the period originally established for the payee or in a lump sum, as selected by the Committee. No future Cost-of Living adjustments will be made or considered in calculating the payment under this optional form.

Option F - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option G – Combination. Under this form, the payee will receive a combination of Option F and Option D or Option E, as selected by the payee.

The calculation of amounts payable under Option E and Option F above shall be based on actuarial tables contained in the Appendix. The underlying interest rate shall be seven and one-half percent (7½%).

Annuity contracts purchased under Option D above must be priced on a basis deemed not to be discriminatory under Title VII of the Civil Rights Act.

The Committee shall, if it deems appropriate, require an Employee (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars (\$50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to an Employee, an Employee may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event an Employee dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. An Employee receiving a Disability Pension is not eligible for any of the options. Notwithstanding anything in this Section to the contrary, an Employee may elect an option without the approval of the Authorized Agent at any time within the six month period next following the adoption of this Plan by the Employer, provided that the Employee is in the employ of the Employer at the time the election is made.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the Employee's Retirement Date.

If an Employee who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Employee dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Employee. In the event the contingent pensioner predeceases the Employee during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled thereto under the provisions of Article VIII-Employment Transfers.

7.6 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 7.6, 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 ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) **“Eligible Retirement Plan”:** An “Eligible Retirement Plan” is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee’s Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant’s surviving Beneficiary (effective January 1, 2007), an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. With respect to distributions made after December 31, 2001, an eligible retirement plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse or a Participant’s surviving Beneficiary (effective January 1, 2007), 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. 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)(11). 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.

7.7 Minimum Distribution Requirements.

(a) General Rules.

(i) **Effective Date.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence.** The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated.** All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section, other than Subsection (iii), 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.

(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.

(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, except as provided in the adoption agreement, 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 (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments 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 (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form 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), (d) and (e) 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. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

(c) **Determination of Amount to be Distributed Each Year.**

(i) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);
- (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (4) payments will either be nonincreasing or increase only as follows:
 - a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);
 - c to provide cash refunds of employee contributions upon the Participant's death; or
 - d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) **Requirements For Annuity Distributions That Commence During Participant's Lifetime.**

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) **Requirements For Minimum Distributions After the Participant's Death.**

(i) **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

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

a. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

b. **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.

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin.** If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) **Definitions.**

(i) **Designated Beneficiary.** The individual who is designated as the beneficiary under Section 6.5 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 pursuant to Subsection (b)(ii).

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

(iv) **Required Beginning Date.** The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) To Another Category With This Employer: If an Employee is employed by the Employer under this Plan 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; his benefits shall remain in the Fund (unless such Employee is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan.

(b) To Another Municipality: If an Employee's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation 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:

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, such transfer shall be treated as his Retirement and thereupon he shall be entitled to his Pension; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Contribution Accumulation shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits under this Plan, but shall not be entitled to credit for Service while not a member under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) From Another Category with This Employer: Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan 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 eligibility for benefits hereunder and not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) From Another Municipality: If a person becomes an Employee and a Participant under this Plan 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 eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

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

8.3 Notice of Transfers: Immediately after any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee 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 Committee.

ARTICLE IX.

Administration

9.1 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, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

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

(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) 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 Employees 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 the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

(11) 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;

(12) 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; and

(13) 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.

(14) 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 Pension 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 Fund) in matters pertaining to the Plan and the 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 Employees, and to advise Employees, 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 Employee contributions and to see that Employer and Employee contributions are properly received and forwarded promptly to the Fund for management and investment;

(2) to forward any communications directed to Employees and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;

(3) to lend assistance to Employees 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 Fund and to forward such communications to the addressees;

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

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

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

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

(c) **Plan Municipal 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.

9.2 **Bonds:** No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing 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 Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

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

9.4 **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) shall be forfeited.

(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, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 **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 X.

Limitations

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

10.2 Annual Benefit - General: The following limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

10.3 Limitation on Benefits:

(a) The Annual Benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit,

(b) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(c) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(d) The limitations of this Article shall be determined and applied taking into account the rules in section 10.9.

10.4 Definitions:

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.4(a)(1) or Section 10.4(a)(2).

(1) Benefit Forms Not Subject to § 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.4(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has

the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in section 10.4(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) Annuity Starting Date in Plan Years Beginning After 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent straight life annuity is equal to the greatest of (I) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; (II) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan; and (III) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in Section 2.1(b) of the Plan and the applicable mortality table defined in Section 2.1(b) of the Plan, divided by 1.05.

(ii) Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan.

If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this Section

10.4(a)(2)(i) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form.

(b) **Compensation:** Compensation is defined as 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 maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of 2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the

employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(d) **Employer:** For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated

service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer:** A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Limitation Year: The Plan Year.** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) **Adjustment for Less Than 10 Years of Participation or Service:** If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10. In the case of a Participant who has less than 10 Years of Service with the Employer, the Defined Benefit Compensation Limit shall be multiplied by a fraction (1) the numerator of which is the number of Years (or part thereof, but not less than one year) of Service with the Employer, and (ii) the denominator of which is 10.

(2) **Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65:** Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

(i) **Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.**

I. **Limitation Years Beginning Before July 1, 2007.** If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of

participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.4(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.4(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.4(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(3) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed \$10,000 multiplied by a fraction — (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and

(ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

10.5 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.6 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new employer maintains the Plan with respect to the employee.

10.7 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.8 Year of Service: For purposes of Section 10.4(g), the Participant shall be credited with a Year of Service (computed to fractional parts of a year) for each accrual computation period for which the Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, taking into account only service with the employer or a predecessor employer.

10.9 Other Rules:

(a) **Benefits Under Terminated Plans.** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying

the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits Transferred From the Plan.** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer.** A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer.** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provided under the Plan of the predecessor employer.

(e) **Special Rules.** The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans.**

(i) If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

10.10 Participant Limitation Applicable to Deferred Contribution Option: If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement the maximum permissible amount 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.

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

10.11 Re-employment of Former Employees: If an Employee's employment is terminated before he is eligible for a Pension and the Employee is subsequently re-employed by the Employer, the Employee shall not receive any credit for his previous period of employment unless he did not receive a distribution of Contribution Accumulation, except as otherwise provided under Article VIII,-Employment Transfers. Such an Employee not so entitled to credit for such previous period of employment shall be treated in the same manner as a person who was not previously in the employment of any Municipality.

10.12 Re-employment of Retired Employees: If a former Employee retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of employment by such an Employee the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of his Compensation and Service with the Employer prior to the date of his previous Retirement, as well as his Compensation and Service with the Employer during the period of his re-employment. In the case of re-employment of a retired Employee who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (a) and (b), as follows:

- (a) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement, and
- (b) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII.

10.13 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Contribution Accumulation may be reccredited with his service if he repays his Contribution Accumulation with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 **Non-Guarantee of Employment:** Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 **Rights to Fund Assets:** No Employee shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Employee out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 **Non-Alienation of Benefits:** The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person as so provided in Oklahoma Statutes, Title 60:327 and 328 or any statute of similar import. Except as duly required under applicable law (including any domestic relations order) 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 liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Employee, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, 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 and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Employee in the event of his divorce, insolvency, or bankruptcy.

11.4 **Disclaimer of Liability:** Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 **Indemnification of Trustees:** The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 **Payments Under a Qualified Domestic Relations Order:**

(a) **General:** The Municipality shall follow the terms of any "Qualified Domestic Relations Order" as defined in Subsection (b) below issued with respect to a Participant where such

Qualified Domestic Relations Order grants to an “Alternate Payee” rights in the benefit of the Participant.

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

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

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

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

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

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

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

(4) each plan to which such order applies.

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

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

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

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

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

(h) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

(i) 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.

(j) 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.

(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.

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.4 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Employees included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 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.

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

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

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

ARTICLE XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Employees, and interests of the Employees therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Employee or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Employee, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(b) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(c) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(d) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(e) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Employee's Compensation and Service accrued with the Employer prior to the date of

termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event such either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

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

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

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

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

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

14.6 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.

14.7 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.

14.8 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.

14.9 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 14.9, 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.

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 24 day of May, 2012.

OKLAHOMA MUNICIPAL RETIREMENT
FUND

ATTEST:

By George Wilkinson

Brian Young
(CORPORATE SEAL)



STATIONER OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 24th day of May, 2012, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Kari M. Baser
Notary Public

My Commission Expires:
9-5-2012

My Commission No.: 00012872

(NOTARY SEAL)



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

**AMENDMENT FOR PENSION PROTECTION ACT, HEART ACT, WORKER, RETIREE, AND
EMPLOYER RECOVERY ACT, AND OTHER LAW CHANGES**

**ARTICLE I
PREAMBLE**

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

**ARTICLE II
PENSION FUNDING EQUITY ACT OF 2004 AS
MODIFIED BY SUBSEQUENT LEGISLATION**

- 2.1 **General Rule.** This Article applies to the determination of the Code Section 415 limits.
- 2.1.1 **Effective date.** The Employer adopts this Article II to reflect certain provisions of the Pension Funding Equity Act of 2004 (PFEA), as modified by the Pension Protection Act of 2006 and the Worker, Retiree and Employer Recovery Act of 2008. Except as otherwise provided herein, effective for distributions in Plan Years beginning after December 31, 2003, the required determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with this Article. However, this Article does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.
- 2.1.2 **Definition of “Applicable Mortality Table.”** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the “applicable mortality table” means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.
- 2.2 **Benefit Forms Not Subject to the Present Value Rules of Code Section 417(e)(3).**
 - 2.2.1 **Form of benefit.** The straight life annuity that is actuarially equivalent to the Participant’s form of benefit shall be determined under this Section 2.2 if the form of the Participant’s benefit is either:
 - (a) A nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or
 - (b) An annuity that decreases during the life of the Participant merely because of:
 - (1) The death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or
 - (2) The cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).
 - 2.2.2 **Limitation Years beginning before July 1, 2007.** For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant’s form of benefit computed using whichever of the following produces the greater annual amount:

- (a) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
- (b) a 5 percent interest rate assumption and the “applicable mortality table” defined in the Plan for that annuity starting date.

2.2.3 Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:

- (a) The annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant’s form of benefit; and
- (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant’s form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in the Plan for that annuity starting date.

2.3 Benefit Forms Subject to the Present Value Rules of Code Section 417(e)(3).

2.3.1 Form of benefit. The straight life annuity that is actuarially equivalent to the Participant’s form of benefit shall be determined as indicated under this Section 2.3 if the form of the Participant’s benefit is other than a benefit form described in Section 2.2.1.

2.3.2 Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later. Notwithstanding anything in this Amendment to the contrary, if the annuity starting date of the Participant’s form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant’s form of benefit, computed using whichever of the following produces the greater annual amount:

- (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
- (b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 2.1.2.

2.3.3 Annuity Starting Date in Plan Years Beginning After 2005. Except as provided in Section 2.3.2, if the annuity starting date of the Participant’s form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

- (a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant’s form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;
- (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant’s form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 2.1.2 for Plan Years after the effective date specified below); and
- (c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant’s form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 2.1.2 for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 2.1.2 for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

2.3.4 Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant’s form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting

date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

- (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
- (b) A 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

2.3.5 Applicable interest rate. For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

- (a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and
- (b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and
- (c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

ARTICLE III DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

- 3.1 Non-spouse beneficiary rollover right.** For distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an "eligible rollover distribution" under Code Section 401(a)(31).
- 3.2 Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 3.1 of this Amendment, the distribution, if made prior to January 1, 2010, is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover.
- 3.3 Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).
- 3.4 Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Regulations and other Internal Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Regulations Section 1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**ARTICLE IV
ROLLOVER OF AFTER-TAX AMOUNTS**

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

**ARTICLE V
PARTICIPANT DISTRIBUTION NOTIFICATION**

- 5.1 **180-day notification period.** For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period requirements of Code Sections 402(f) (the rollover notice) is changed to 180 days.

**ARTICLE VI
QUALIFIED DOMESTIC RELATIONS ORDERS**

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

**ARTICLE VII
DIRECT ROLLOVER TO ROTH IRA**

- 7.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a Participant or beneficiary may elect to roll over directly an "eligible rollover distribution" to a Roth IRA described in Code Section 408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in Article IV, if applicable.

**ARTICLE VIII
HEART ACT PROVISIONS**

- 8.1 **Death benefits.** In the case of a death or disability occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant had resumed and then terminated employment on account of death.
- 8.2 **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

This Amendment is hereby adopted by the Volume Submitter Practitioner on behalf of all adopting employers, and has been executed this 29 day of MAY, 2012.

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

By: _____

Name: _____

John A. Papachronis

John A. Papachronis

APPENDIX I

The following pages contain the actuarial factors needed to determine Actuarially Equivalent options under the Plan.

Oklahoma Municipal Retirement Fund

Appendix I

LUMP SUM FACTORS BASED ON 5 OR 10 YEAR CERTAIN & LIFE NORMAL FORM

Age	5 Years Certain & Life		10 Years Certain & Life		
	Immediate	Deferred to 55	Immediate	Deferred to 55	Deferred to 65
20	13.52555	0.84093	13.53249	0.85197	0.33065
21	13.50397	0.90430	13.51132	0.91617	0.35556
22	13.48098	0.97246	13.48875	0.98522	0.38236
23	13.45645	1.04576	13.46471	1.05949	0.41119
24	13.43030	1.12462	13.43908	1.13938	0.44219
25	13.40243	1.20944	13.41178	1.22532	0.47554
26	13.37272	1.30068	13.38271	1.31776	0.51142
27	13.34108	1.39884	13.35177	1.41720	0.55002
28	13.30736	1.50444	13.31884	1.52419	0.59154
29	13.27147	1.61805	13.28379	1.63929	0.63621
30	13.23325	1.74029	13.24651	1.76313	0.68427
31	13.19259	1.87182	13.20686	1.89639	0.73599
32	13.14933	2.01337	13.16473	2.03980	0.79164
33	13.10332	2.16569	13.11998	2.19412	0.85154
34	13.05440	2.32965	13.07249	2.36023	0.91600
35	13.00239	2.50612	13.02214	2.53902	0.98539
36	12.94725	2.69614	12.96889	2.73153	1.06011
37	12.88857	2.90069	12.91245	2.93877	1.14053
38	12.82622	3.12092	12.85276	3.16189	1.22713
39	12.76009	3.35809	12.78973	3.40217	1.32038
40	12.69006	3.61356	12.72329	3.66099	1.42083
41	12.61605	3.88883	12.65340	3.93988	1.52907
42	12.53799	4.18554	12.57997	4.24049	1.64573
43	12.45582	4.50549	12.50297	4.56464	1.77153
44	12.36952	4.85066	12.42233	4.91434	1.90725
45	12.27904	5.22323	12.33800	5.29180	2.05374
46	12.18435	5.62560	12.24990	5.69945	2.21196
47	12.08544	6.06045	12.15796	6.14000	2.38293
48	11.98222	6.53067	12.06207	6.61639	2.56782
49	11.87454	7.03944	11.96207	7.13184	2.76787
50	11.76223	7.59025	11.85783	7.68989	2.98444
51	11.64503	8.18689	11.74916	8.29436	3.21904
52	11.52266	8.83351	11.63588	8.94947	3.47329
53	11.39479	9.53467	11.51786	9.65984	3.74898
54	11.26107	10.29538	11.39497	10.43053	4.04809
55	11.12118	11.12118	11.26717	11.26717	4.37279
56	10.97478	10.97478	11.13444	11.13444	4.72548
57	10.82160	10.82160	10.99687	10.99687	5.10882
58	10.66145	10.66145	10.85466	10.85466	5.52586
59	10.49434	10.49434	10.70814	10.70814	5.98006
60	10.32040	10.32040	10.55772	10.55772	6.47547
61	10.13992	10.13992	10.40389	10.40389	7.01677
62	9.95332	9.95332	10.24720	10.24720	7.60941
63	9.76118	9.76118	10.08822	10.08822	8.25984
64	9.56419	9.56419	9.92760	9.92760	8.97568
65	9.36310	9.36310	9.76603	9.76603	9.76603

Oklahoma Municipal Retirement Fund

Appendix I

LUMP SUM FACTORS BASED ON 5 OR 10 YEAR CERTAIN & LIFE NORMAL FORM

Age	5 Years Certain & Life		10 Years Certain & Life		
	Immediate	Deferred to 55	Immediate	Deferred to 55	Deferred to 65
66	9.15871	9.15871	9.60428	9.60428	9.60428
67	8.95176	8.95176	9.44317	9.44317	9.44317
68	8.74284	8.74284	9.28351	9.28351	9.28351
69	8.53235	8.53235	9.12608	9.12608	9.12608
70	8.32065	8.32065	8.97163	8.97163	8.97163
71	8.10802	8.10802	8.82088	8.82088	8.82088
72	7.89486	7.89486	8.67452	8.67452	8.67452
73	7.68188	7.68188	8.53332	8.53332	8.53332
74	7.47013	7.47013	8.39802	8.39802	8.39802
75	7.26086	7.26086	8.26934	8.26934	8.26934
76	7.05545	7.05545	8.14789	8.14789	8.14789
77	6.85525	6.85525	8.03411	8.03411	8.03411
78	6.66140	6.66140	7.92827	7.92827	7.92827
79	6.47473	6.47473	7.83046	7.83046	7.83046
80	6.29580	6.29580	7.74065	7.74065	7.74065
81	6.12490	6.12490	7.65871	7.65871	7.65871
82	5.96211	5.96211	7.58445	7.58445	7.58445
83	5.80738	5.80738	7.51755	7.51755	7.51755
84	5.66051	5.66051	7.45765	7.45765	7.45765
85	5.52126	5.52126	7.40437	7.40437	7.40437
86	5.38942	5.38942	7.35747	7.35747	7.35747
87	5.26512	5.26512	7.31665	7.31665	7.31665
88	5.14823	5.14823	7.28145	7.28145	7.28145
89	5.03864	5.03864	7.25141	7.25141	7.25141
90	4.93649	4.93649	7.22610	7.22610	7.22610
91	4.84207	4.84207	7.20507	7.20507	7.20507
92	4.75535	4.75535	7.18788	7.18788	7.18788
93	4.67591	4.67591	7.17406	7.17406	7.17406
94	4.60337	4.60337	7.16321	7.16321	7.16321
95	4.53804	4.53804	7.15495	7.15495	7.15495
96	4.47961	4.47961	7.14893	7.14893	7.14893
97	4.42704	4.42704	7.14478	7.14478	7.14478
98	4.38017	4.38017	7.14216	7.14216	7.14216
99	4.33885	4.33885	7.14072	7.14072	7.14072
100	4.30308	4.30308	7.14006	7.14006	7.14006
101	4.27296	4.27296	7.13985	7.13985	7.13985
102	4.24874	4.24874	7.13985	7.13985	7.13985
103	4.23059	4.23059	7.13985	7.13985	7.13985
104	4.21837	4.21837	7.13985	7.13985	7.13985
105	4.21133	4.21133	7.13985	7.13985	7.13985
106	4.20843	4.20843	7.13985	7.13985	7.13985
107	4.20843	4.20843	7.13985	7.13985	7.13985

Basis: .75 (83GAM.M) + .25 (83GAM.F) - 7.5% Interest

Oklahoma Municipal Retirement Fund

Appendix I

LUMP SUM FACTORS BASED ON 5 OR 10 YEAR CERTAIN & LIFE NORMAL FORM

PROCEDURES

1. Determine the normal form of annuity for the employer's plan: 5 year certain & life or 10 year certain & life. Only the corresponding columns of Appendix I should be used.
2. If the Participant is eligible for immediate payment (under Early, Normal, or Late Retirement) multiply the annual payment amount under the normal form (after any reductions for early payment) by the "Immediate" factor for the Participant's payment start age in completed months. Factors should be interpolated between the two bracketing ages.
3. If the Participant is not eligible for immediate payment (Deferred Vested Retirement), multiply the annual payment amount starting at age 65 under the normal form (after any reductions for early payment) by the "Deferred to 55" factor for the Participant's age at the time the lump-sum payment is to be made. Interpolate factors for the Participant's age in completed months.

EXAMPLES

- | | |
|--------------------------|--|
| 1. Age | 60 and 6 months |
| Normal Form | 10 years certain & life |
| Accrued Benefit | \$500.00 / month |
| Reduced Early Benefit | \$387.50 / month |
| Lump Sum Factor | 10.48080 |
| Lump Sum | $12 \times \$387.50 \times 10.48080 = \$48,735.72$ |
| | |
| 2. Age | 45 and 6 months |
| Normal Form | 5 years certain & life |
| Accrued Benefit | \$200.00 / month |
| Reduced Early Benefit at | \$100.00 / month |
| Lump Sum Factor | 5.42442 |
| Lump Sum | $12 \times \$100.00 \times 5.42442 = \$6,509.30$ |

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

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

TABLE OF CONTENTS

	Page
ARTICLE I. PURPOSE AND ORGANIZATION	1
1.1 Purpose	1
1.2 Parties	1
ARTICLE II. DEFINITIONS AND CONSTRUCTION.....	II-1
2.1 Definitions	II-1
(a) Account	II-1
(b) Adjustment Factor	II-1
(c) Amount(s) Forfeited	II-1
(d) Authorized Agent	II-1
(e) Authorized Leave of Absence	II-1
(f) Beneficiary	II-1
(g) Break in Service	II-1
(h) Catch-Up Contributions	II-2
(i) Catch-Up Contribution Account	II-2
(j) City Council.....	II-2
(k) Code.....	II-2
(l) Committee.....	II-2
(m) Compensation	II-2
(n) Deductible Participant Contribution	II-3
(o) Deferred Compensation Contributions.....	II-3
(p) Effective Date	II-3
(q) Employer	II-3
(r) Employment Commencement Date.....	II-3
(s) Entry Date.....	II-3
(t) Forfeiture	II-3
(u) Fund	II-3
(v) Investment Manager	II-3
(w) Investment Options	II-4
(x) Joinder Agreement.....	II-4
(y) Leased Employee.....	II-4
(z) Limitation Year	II-4
(aa) Loan Account	II-4
(bb) Mandatory Contributions	II-4
(cc) Municipality.....	II-4
(dd) Municipality Contribution Account	II-4
(ee) Normal Retirement Date	II-4
(ff) Oklahoma Municipal Retirement Fund.....	II-5
(gg) Participant	II-5
(hh) Participant Contribution Accounts	II-5
(ii) Participant Deductible Contribution Account	II-5
(jj) Participant Deferred Compensation Contribution Account.....	II-5

(kk)	Participant Mandatory Contribution Account	II-5
(ll)	Participant Nondeductible Contribution Account	II-5
(mm)	Participant Rollover Account	II-5
(nn)	Participant Roth Contribution Account	II-5
(oo)	Participation	II-5
(pp)	Period(s) of Service or Service	II-5
(qq)	Pick-Up Contributions.....	II-6
(rr)	Pick-Up Contributions Account	II-6
(ss)	Plan.....	II-6
(tt)	Plan Administrator	II-6
(uu)	Plan Year	II-7
(vv)	Previous Plan.....	II-7
(ww)	Retirement	II-7
(xx)	Roth Contributions	II-7
(yy)	Total and Permanent Disability.....	II-7
(zz)	Trust Service Provider	II-7
(aaa)	Trustee	II-7
(bbb)	Valuation Date.....	II-7
(ccc)	Valuation Period	II-7
2.2	Construction	II-7
ARTICLE III. ELIGIBILITY AND PARTICIPATION		III-1
3.1	Eligibility.....	III-1
3.2	Entry Date.....	III-1
3.3	Re-employment of Former Participants	III-1
3.4	Re-employment of Retired or Fully Vested Participants.....	III-1
ARTICLE IV. CONTRIBUTIONS		IV-1
4.1	Contributions by Employer.....	IV-1
4.2	Required Participant Contributions	IV-1
4.3	Mandatory Contributions.....	IV-1
4.4	Voluntary Nondeductible Contributions by Participants	IV-1
4.5	Change of Rate of Voluntary Nondeductible Contributions by Participant.....	IV-1
4.6	Participant Contributions Nonforfeitable	IV-2
4.7	Pick-up Contributions.....	IV-2
4.8	Deferred Compensation Contributions.....	IV-2
ARTICLE V. ACCOUNTING, ALLOCATION AND VALUATION		V-1
5.1	Accounts.....	V-1
5.2	Eligibility for Allocation	V-1
5.3	Allocation of Contribution	V-1
5.4	Allocation of Amounts Forfeited.....	V-1
5.5	Valuation Date Adjustment	V-1
5.6	Allocation of Investment Earnings and Losses	V-1
5.7	Accounting for Participants' Contributions.....	V-2
5.8	Accounting for Statement of Account.....	V-2
5.9	Time of Adjustment.....	V-2
5.10	Special Valuation Date.....	V-2
5.11	Maximum Annual Additions.....	V-2

5.12	Investment Options	V-3
ARTICLE VI. BENEFITS		VI-1
6.1	Retirement or Disability	VI-1
6.2	Deferred Retirement	VI-1
6.3	Death of a Participant	VI-1
6.4	Termination for Other Reasons - Vested Percentage	VI-1
6.5	Initial Distribution Date.....	VI-1
6.6	Determination of Amounts Forfeited	VI-1
6.7	Participant Contribution Accounts	VI-1
6.8	Withdrawals From Participant's Contribution Accounts	VI-1
6.9	Withdrawals from Participant's Mandatory Contribution Account	VI-2
6.10	Methods of Distribution	VI-2
6.11	Designation of Beneficiary	VI-3
6.12	Loss of Benefits for Cause	VI-3
6.13	Payments Under a Qualified Domestic Relations Order	VI-3
6.14	Loans to Participants	VI-5
	(a) General:.....	VI-5
	(b) Establishment of Loan Account.....	VI-6
	(c) Foreclosure of Loan Account.....	VI-6
	(d) Special Restrictions on Foreclosure.....	VI-6
	(e) Establishment of Loan Program.....	VI-6
	(f) Loan Account.....	VI-7
6.15	Required Minimum Distributions.....	VI-7
	(a) Coordination with Minimum Distribution Requirements Previously in Effect.....	VI-7
	(b) Time and Manner of Distribution:	VI-7
	(c) Required Minimum Distributions During Participant's Lifetime:.....	VI-8
	(d) Required Minimum Distributions After Participant's Death:	VI-9
	(e) Definitions:	VI-10
6.16	Withdrawals from Participant Rollover Account	VI-10
ARTICLE VII. NOTICES		VII-1
7.1	Notice to Oklahoma Municipal Retirement Fund	VII-1
7.2	Subsequent Notices.....	VII-1
7.3	Copy of Notice	VII-1
7.4	Reliance Upon Notice.....	VII-1
ARTICLE VIII. AMENDMENT AND TERMINATION.....		VIII-1
8.1	Termination of Plan	VIII-1
8.2	Suspension and Discontinuance of Contributions.....	VIII-1
8.3	Liquidation of Trust Fund	VIII-1
8.4	Amendments.....	VIII-1
8.5	Authority of Volume Submitter Practitioner to Amend for Adopting Employers	VIII-2

ARTICLE IX. EMPLOYMENT TRANSFERS.....	IX-1
9.1 Transfers from This Plan:	IX-1
(a) To Another Category with This Employer	IX-1
(b) To Another Municipality	IX-1
9.2 Transfers to This Plan:.....	IX-1
(a) From Another Category with This Employer	IX-1
(b) From Another Municipality	IX-1
(c) Previously Fully Vested With Another Municipality	IX-1
9.3 Notice of Transfers	IX-2
9.4 Transfer from Other Qualified Plans	IX-2
9.5 Rollover Contributions	IX-2
9.6 Transfer to Other Qualified Plans.....	IX-3
9.7 Rollover to Another Plan or IRA.....	IX-3
(a) Definitions.....	IX-3
(i) “Eligible Rollover Distribution”	IX-3
(ii) “Eligible Retirement Plan”	IX-3
(iii) “Distributee”	IX-4
(iv) “Direct Rollover”	IX-4
9.8 Requirements for Rollover by Individuals	IX-4
9.9 Transfers From Another Qualified Plan	IX-4
9.10 Procedures	IX-5
ARTICLE X. ADMINISTRATION	X-1
10.1 Administration.....	X-1
(a) Committee.....	X-1
(b) Authorized Agent.....	X-3
(c) Plan Counselor	X-3
10.2 Bonds.....	X-3
10.3 Benefit Payments.....	X-4
10.4 Abandonment of Benefits.....	X-4
10.5 Benefits Payable to Incompetents	X-4
ARTICLE XI. GENERAL	XI-1
11.1 Not Contract Between Employer and Participant.....	XI-1
11.2 Payment of Fees	XI-1
11.3 Governing Law	XI-1
11.4 Counterpart Execution	XI-1
11.5 Severability.....	XI-1
11.6 Spendthrift Provisions	XI-1
11.7 Maximum Duration	XI-1
11.8 Number and Gender	XI-2
11.9 Compensation and Expenses of Administration.....	XI-2
11.10 Incorporation of Trust Agreement.....	XI-2
11.11 Mistake of Fact.....	XI-2

ADDENDUM NUMBER ONE: Final Code Section 415 Regulations

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

ARTICLE I.
Purpose and Organization

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

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

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

ARTICLE II.
Definitions and Construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III.
Eligibility and Participation

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

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

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

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

ARTICLE IV. Contributions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Roth Elective Deferrals:

(i) General Application.

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

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

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

(ii) Separate Accounting.

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

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

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

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

(iii) Direct Rollovers.

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

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

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

(iv) Definition.

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

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

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

ARTICLE V.
Accounting, Allocation and Valuation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.12 Investment Options:

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

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

ARTICLE VI.

Benefits

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.13 Payments Under a Qualified Domestic Relations Order:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.14 Loans to Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Definitions:

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

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

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

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

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

ARTICLE VII.

Notices

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

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

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

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

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

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

ARTICLE VIII.
Amendment and Termination

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

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

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

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

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

9.2 Transfers to This Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9 Transfers From Another Qualified Plan:

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

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

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

ARTICLE X.
Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.4 Abandonment of Benefits:

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

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

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

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

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

ARTICLE XI.

General

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

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

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

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

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

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

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

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

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

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

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

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

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

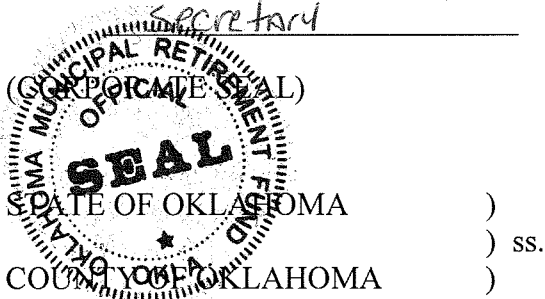
IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized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

OKLAHOMA MUNICIPAL RETIREMENT
FUND

By *George W. Wilkerson*

ATTEST:

By *Brenda Ann Young*
Secretary



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

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

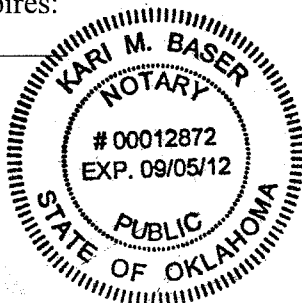
Kari M. Baser
Notary Public

My Commission Expires:

09/05/2012

My Commission No.: 00012872

(NOTARY SEAL)



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

AMENDMENT FOR THE FINAL CODE SECTION 415 REGULATIONS

**ARTICLE I.
PREAMBLE**

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

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

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

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

**ARTICLE II.
FINAL SECTION 415 REGULATIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

2.8 **Aggregation and Disaggregation of Plans.**

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

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

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

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

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

ARTICLE III.
PLAN COMPENSATION

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

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

AMENDMENT FOR PENSION PROTECTION ACT, HEART ACT AND WRER ACT

**ARTICLE I
PREAMBLE**

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

**ARTICLE II
PARTICIPANT DISTRIBUTION NOTIFICATION**

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

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

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

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

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

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

ARTICLE V DIRECT ROLLOVER TO ROTH IRA

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

ARTICLE VI QUALIFIED DOMESTIC RELATIONS ORDERS

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

ARTICLE VII OTHER 401(k) PLAN PROVISIONS

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

ARTICLE VIII HEART ACT PROVISIONS

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

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

ARTICLE IX WAIVER OF 2009 REQUIRED DISTRIBUTIONS

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

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

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

By: John P. Papahronis
Name: John Papahronis

Regular Board of Commissioners

13.

Meeting Date: 06/17/2013

Ordinance Retirement CMO DH SI

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an Ordinance adopting an Employee Retirement System, Defined Contribution plan for the position of Department Head or City Manager for the City of Shawnee, Oklahoma; and declaring an emergency. (CMO DH SI)

Attachments

CMO DH SI

ORDINANCE NO. _____

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

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

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

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

Section 3. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 4. APPROPRIATIONS. The City of Shawnee, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Shawnee, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee

contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

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

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

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

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

Section 8. EMERGENCY. Whereas, in the judgment of the City Commission of the City of Shawnee, Oklahoma, the public peace, health, safety, and welfare of the City of Shawnee, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

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

City of Shawnee

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

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

ATTEST:

WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 06/17/2013

Retirement Ordinance CMO DH

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on a ordinance amending the employee retirement system, defined contribution plan for the position of department head or city manager for the City of Shawnee, Oklahoma; and declaring an emergency. (CMO DH)

Attachments

CMO DH

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF DEPARTMENT HEAD OR CITY MANAGER FOR THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF COMPENSATION; PERTAINING TO PLAN DESIGN; PERTAINING TO ALLOCATION OF FORFEITURES; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the **City of Shawnee**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 1, 2013**.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the **City of Shawnee**, Oklahoma, the public peace, health, safety, and welfare of the **City of Shawnee**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

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

City of Shawnee

ATTEST: WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Emergency separately passed and approved this ____day of _____, _____.

ATTEST: WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____ , _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

15.

Meeting Date: 06/17/2013

Retirement Ordinance DB

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined benefit plan for City of Shawnee, Oklahoma; and declaring an emergency. (DB)

Attachments

DB

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF EMPLOYEE; PERTAINING TO ELIGIBILITY; PROVIDING FOR EMPLOYER PICKUP OF MANDATORY CONTRIBUTIONS; PERTAINING TO SERVICE BUYBACK; PROVIDING FOR CESSATION OF BENEFIT ACCRUALS; PROVIDING FOR LIMITATION OF AVERAGE MONTHLY COMPENSATION UNDER RETIREMENT PLAN; PROVIDING FOR CONTRIBUTIONS BY EMPLOYEES; PERTAINING TO THE COST-OF-LIVING OPTION; PERTAINING TO THE DEFINED CONTRIBUTION OPTION; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COMMISSION OF THE **CITY OF SHAWNEE**, OKLAHOMA.

Section 1. AMENDATORY. The Employee Retirement System, **Defined Benefit Plan, of the City of Shawnee**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 1, 2013**.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SPECIAL INCOME TAX TREATMENT FOR CONTRIBUTIONS UNDER IRC414. The Plan contains provisions which are intended to constitute a pick-up program by the Employer which satisfies the requirements of section 414(h)(2) of the Internal Revenue Code of 1986 (the "Code"); and the Plan, be, and it is, approved and adopted as of the date therein stated; and Mandatory Contributions (as defined in the Plan) are designated "picked-up" by the employer so as to not be included in Plan Participants' gross income for Federal income tax purposes as provided in Section 414(h)(2) of the Code. All Mandatory Contributions are to be paid by the employer in lieu of contributions by the Plan Participant. No Participant in the Plan shall have the option of choosing to receive the amounts of Mandatory Contributions directly in lieu of having such amounts paid by the employer to the Trustees of the Plan.

Section 4. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and

effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 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. EMERGENCY. Whereas, in the judgment of the City Commission of the **City of Shawnee**, Oklahoma, the public peace, health, safety, and welfare of the **City of Shawnee**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

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

City of Shawnee

ATTEST: _____
WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

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

ATTEST: _____
WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

16.

Meeting Date: 06/17/2013

Retirement Ordinance DC

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Discussion, consideration and possible action on an ordinance amending the employee retirement system, defined contribution plan for the City of Shawnee, Oklahoma; and declaring an emergency. (DC)

Attachments

DC

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SHAWNEE, OKLAHOMA; PERTAINING TO DEFINITION OF EMPLOYEE; PERTAINING TO THE DEFINITION OF COMPENSATION; PERTAINING TO PLAN DESIGN; PERTAINING TO ALLOCATION OF FORFEITURES; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. AMENDATORY. The Employee Retirement System, Defined Contribution Plan, of the **City of Shawnee**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **July 1, 2013**.

Section 2. EXECUTION AUTHORIZATION. The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. REPEALER. Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. EMERGENCY. Whereas, in the judgment of the City Commission of the **City of Shawnee**, Oklahoma, the public peace, health, safety, and welfare of the **City of Shawnee**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

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

City of Shawnee

ATTEST: _____
WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

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

ATTEST: _____
WES MAINORD, MAYOR

PHYLLIS LOFTIS, CMC, CITY CLERK

Approved as to form and legality on _____, _____.

MARY ANN KARNS, CITY ATTORNEY

Regular Board of Commissioners

17.

Meeting Date: 06/17/2013

ODOT Resolution and Agreement

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

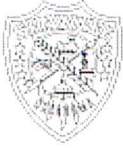
Consider a resolution authorizing approval of an Engineering Agreement between ODOT and the COS for engineering and design services for the Kickapoo Paving Project from the Spur to Farrall.

Attachments

MEMO

RESOLUTION

AGREEMENT

Mayor WES MAINORD 	The City of Shawnee PO Box 1448 Shawnee Oklahoma 74802-1448 (405) 273-1250 Fax (405) 878-1581 www.ShawneeOK.org	Commissioners PAM STEPHENS LINDA AGEE JAMES HARROD KEITH HALL JOHN WINTERRINGER STEVE SMITH
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M E M O R A N D U M

Date: June 13, 2013

To: Mayor and City Commissioners

From: John Krywicki, P.E., City Engineer 

**Re: Project Agreement with ODOT for the Feasibility
Study on Kickapoo Avenue from the Spur to Farrall**

Nature of the Request:

Project Agreement identifies the cost sharing between ODOT and the City of Shawnee for the costs involved with doing the engineering design and analysis on the proposed Kickapoo Paving Project from the Spur to Farrall.

Staff Analysis, Considerations:

Total proposed engineering costs from Poe & Associates is at \$550,000 to provide the design and analysis necessary to perform the feasibility study and design. The City of Shawnee, if the Commission approves, will provide \$150,000 and ODOT will provide \$400,000 for the costs of the engineering and design.

Recommendation:

I recommend approval.

Budget Consideration:

The cost of \$150,000 will come out of the 302 Street Fund, and will be taken from the fund balance with no budgeted projects impacted.

RESOLUTION NO. _____

BE IT RESOLVED BY THE CITY OF SHAWNEE, OKLAHOMA
THAT IN THE BEST INTEREST OF THE CITY OF SHAWNEE,
OKLAHOMA, WE ENTER INTO AN AGREEMENT WITH THE
OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR A
FEASIBILITY STUDY ON KICKAPOO AVENUE FROM
KICKAPOO SPUR TO FARRALL AVENUE.

WHEREAS, it is in the best interest of the City of Shawnee, Oklahoma, to execute that
certain project agreement for Job Piece Number 30227(08), by and between the City of
Shawnee and the Oklahoma Department of Transportation;

NOW THEREFORE, it is hereby resolved that the Mayor is hereby authorized and
directed to execute the above described agreement on behalf of the City of Shawnee,
and duly signed by the Mayor on this _____ day of _____, 20____.

CITY OF SHAWNEE

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

MARY ANN KARNs, CITY ATTORNEY

**STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT NO. 30227(08)**

FEASIBILITY STUDY ON KICKAPOO AVENUE

THIS AGREEMENT, made the day and year last written below, by and among the City of Shawnee, hereinafter referred to as the **CITY** and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the **DEPARTMENT**, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

WHEREAS, the **DEPARTMENT** is charged under the laws of the State of Oklahoma with the construction and maintenance of state highways and bridges; and,

WHEREAS, the **DEPARTMENT**, as part of its responsibilities for the construction and maintenance of state highways and bridges, must cooperate with the local entities of government to allow the location, construction and maintenance of mutual use facilities pursuant to Title 69 OS §304; and

WHEREAS, receipt of the benefits of this project will require that the **CITY** assume certain financial obligations; and,

WHEREAS, the **CITY** is a municipal corporation and charter city created and existing under the Constitution and laws of Oklahoma; and,

WHEREAS, the Constitution and laws of the State of Oklahoma impose fiscal limitations on the **CITY** and its ability to agree to financial obligations; and,

WHEREAS, the parties hereto recognize those fiscal limitations and agree that the financial obligations assumed by the **CITY** by the terms of this agreement are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Oklahoma Constitution Article 10, Section 26, the payment of **CITY** funds in the future will be limited to appropriations and available revenues in the then-current **CITY** fiscal year;

NOW THEREFORE, subject to the limitations herein before described and the limitations of applicable Oklahoma law, the **DEPARTMENT** and the **CITY**, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 The **CITY** shall by resolution, duly authorize the execution of this agreement by proper officials and attach copies of such resolution to this agreement.

1.2 The **CITY** shall each comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, U.S.C. §2000d-et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act 1964."

1.3 The **DEPARTMENT** and the **CITY** mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The **DEPARTMENT** and **CITY** hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The **DEPARTMENT** shall provide professional engineering services for the development of the feasibility study on Kickapoo Avenue.

2.1.1 The feasibility study shall be subject to review and approval by **CITY** and shall conform to current State and AASHTO policies and standards, as modified by the **DEPARTMENT**.

2.2 To the extent permitted by law, all data prepared under this agreement shall be made available to the **DEPARTMENT** without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged.

SECTION 3: FUNDING

3.1 The total estimated cost is \$550,000.00. The **DEPARTMENT** agrees to provide \$400,000.00. The **CITY** agrees that local funds shall be used to provide their obligation of \$150,000.00 which shall be deposited with the **DEPARTMENT** prior to the issuance of the notice to proceed.

3.2 The **CITY** will be responsible for payment of its required funding share within 45 days of receipt of a **DEPARTMENT** invoice.

SECTION 4: PRIOR UNDERSTANDING

4.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 5: AMENDMENTS OR MODIFICATION OF AGREEMENT

5.1 No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the **DEPARTMENT** shall be effective unless reduced to writing and executed by the parties with same formalities as are observed in the execution of this agreement.

SECTION 6: GOVERNING LAW AND VENUE

6.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 7: DISPUTE RESOLUTION

7.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the city of Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

SECTION 8: TERMINATION

8.1 This agreement may be terminated by any of the following conditions:

8.1.1 By mutual agreement and consent, in writing of both parties.

8.1.2 By the **DEPARTMENT** by written notice to the **CITY** as a consequence of failure to perform the services set forth herein in a satisfactory manner.

8.1.3 By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

8.1.4 By the **DEPARTMENT** for reasons of its own and not subject to the mutual consent of the **CITY** upon five (5) days written notice to the **CITY**.

8.1.5 By satisfactory completion of all services and obligations described herein.

8.2 The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the **DEPARTMENT** and the **CITY** under this agreement. If the potential termination of this agreement is due to the failure of either the **DEPARTMENT** or the **CITY** to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 9: RECORDS

9.1 The **CITY** is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement, for inspection by the **DEPARTMENT** and the State Auditor and Inspector, and copies thereof shall be furnished to the **DEPARTMENT** if requested.

SECTION 10: NOTICES

10.1 All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this agreement shall be in writing and shall be deemed to have been properly given or sent:

10.1.1 If intended for the **DEPARTMENT**, by mailing first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid addressed to:

Oklahoma Department of Transportation
Director of Engineering
David Streb, PE
200 NE 21st Street, Room 2-C3
Oklahoma City, OK 73105

10.1.2 If intended for the **CITY**, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to:

City of Shawnee
City Engineer
John Krywicki, PE
111 S. Kickapoo Avenue
Shawnee, OK 74801

SECTION 11: HEADINGS

11.1 Article headings used in this agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 12: BINDING EFFECTS

12.1 This agreement shall be binding upon and inure to the benefit of the **DEPARTMENT** and the **CITY**, severally, and shall be binding upon their successors and assigns, respectively, subject to the limitations of Oklahoma law.

SECTION 13: SEVERABILITY

13.1 If any provision, clause, or paragraph of this agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this agreement which are not affected by the determination. The provisions, clauses, or paragraphs of this agreement and any documents incorporated by reference are declared severable.

SECTION 14: EFFECTIVE DATE

14.1 This agreement shall become effective on the date of execution by the **DEPARTMENT's** Deputy Director/Chief Engineer or designee as the last party to execute this agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

**STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION
PROJECT AGREEMENT NO. 30227(08)**

INVOICE

Make check PAYABLE, and MAIL TO: **Oklahoma Department of Transportation
Comptroller Division
200 N.E. 21st Street
Oklahoma City, OK 73105-3204**

To: City of Shawnee
Mayor Peterson
111 S. Kickapoo Avenue
Shawnee, OK 74801

Invoice Number: 30227(08)

Division Name: Project Management Division
Date: June 4, 2013

Description - Explanation of Charge	Total
Due Date: July 1, 2013	
Feasibility Study on Kickapoo Avenue	
Job Piece Number 30227(08)	
<u>Cost Breakdown</u>	
Engineers Estimate:	\$ 550,000.00
Total City of Shawnee Costs: \$ 150,000.00	
Accounting Use Only	\$ 550,000.00

____ Purchaser Copy
____ Remit with Payment
____ Retain in Division
____ To Comptroller

Regular Board of Commissioners

18.

Meeting Date: 06/17/2013

Resolution of support Absentee Shawnee Housing

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Consider a resolution of support for the Absentee Shawnee Housing Authority for low income housing tax credits.

Attachments

MEMO AND INFO

RESOLUTION



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

MEMORANDUM

AGENDA: June 17, 2013

TO: Shawnee City Commission

FROM: Justin Erickson, Planning Director 

RE: Absentee Shawnee Housing Authority: Resolution of Support

Nature of the Request

The Absentee Shawnee Housing Authority is requesting City Commission approval of a resolution of support for a planned low-income senior housing development located at the intersection of Main and Bryan. The proposed development consists of 25 single-family residential homes on individual lots.

Staff Analysis, Considerations

The subject property is part of the Rolling Hills Addition, which was approved by the Shawnee City Commission on May 7, 2012. The development includes 26 lots (one existing house), the creation of a two-acre park area with walking path, community building and storm shelter. A copy of the final plat is attached.

Recommendation

Staff respectfully requests that the City Commission approve the resolution of support.

Budget Consideration

There is no direct financial impact to the City of Shawnee. The development includes improvements to Main Street and the construction of sidewalks and public utility extensions. The housing authority will submit payment in lieu of taxes ("PILOT") as required by Oklahoma Statute Title 63, Chapter 40 (Oklahoma Housing Authority Act). The Absentee Shawnee submitted payment of \$73,985.76 in 2012 to Pottawatomie County.

OWNER'S CERTIFICATE AND DEDICATION

I, the undersigned, do hereby certify that they are the owners of the only persons, firm or corporation having any rights, title, or interest in and to the land shown on the attached plat and that they have caused the same to be surveyed and plotted, and that they hereby dedicate all the streets and easements shown herein to the public, for the purpose of streets, utilities, and drainage, for their heirs, executors, administrators, successors, and assigns forever, and have caused the same to be released from all encumbrances as to the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this _____ day of _____, 2016. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

ABSTRACT SHAWNEE HOUSING AUTHORITY,

OWNER
TTTTT

STATE OF OKLAHOMA
COUNTY OF _____

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, personally appeared OWNER, MANAGER OF ABSTRACT SHAWNEE HOUSING AUTHORITY, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

LEGAL DESCRIPTION

A tract of land located in the Northwest Quarter (N.W. 1/4) of Section Twenty-One (21), Township Ten North (T-10-N), Range Four East (R-4-E), L.M., Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter (N.W. 1/4); Thence S 00° 00' 00" E along the West line of said Northwest Quarter (N.W. 1/4) a distance of 1320.00 feet to the POINT OF BEGINNING; Thence N 80° 00' 00" E a distance of 893.00 feet; Thence S 80° 00' 00" W a distance of 477.40 feet; Thence N 80° 00' 00" E a distance of 150.00 feet; Thence N 00° 00' 00" E a distance of 147.40 feet; Thence N 80° 00' 00" W a distance of 180.00 feet; Thence S 00° 00' 00" W a distance of 728.00 feet; Thence N 80° 00' 00" E a distance of 330.00 feet to a point on the West line of said Northwest Quarter (N.W. 1/4); Thence N 00° 00' 00" E along said West line of said Northwest Quarter (N.W. 1/4) a distance of 1028.00 feet to the POINT OF BEGINNING.

Said tract containing 11.01 acres, more or less.

LAND SURVEYOR'S CERTIFICATE

I, WILLIAM SULLIVAN, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the attached plat represents a survey made under my direction, and that the monuments noted herein actually exist and their positions are correctly shown.

STATE OF OKLAHOMA
COUNTY OF CANADIAN

WILLIAM SULLIVAN, R.P.L.S. 1571

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared WILLIAM SULLIVAN, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this _____ day of _____, 2016.

MY COMMISSION EXPIRES:

April 18, 2016

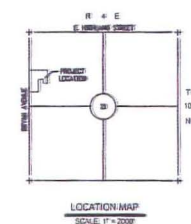
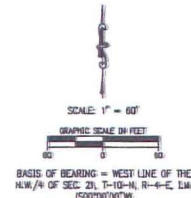
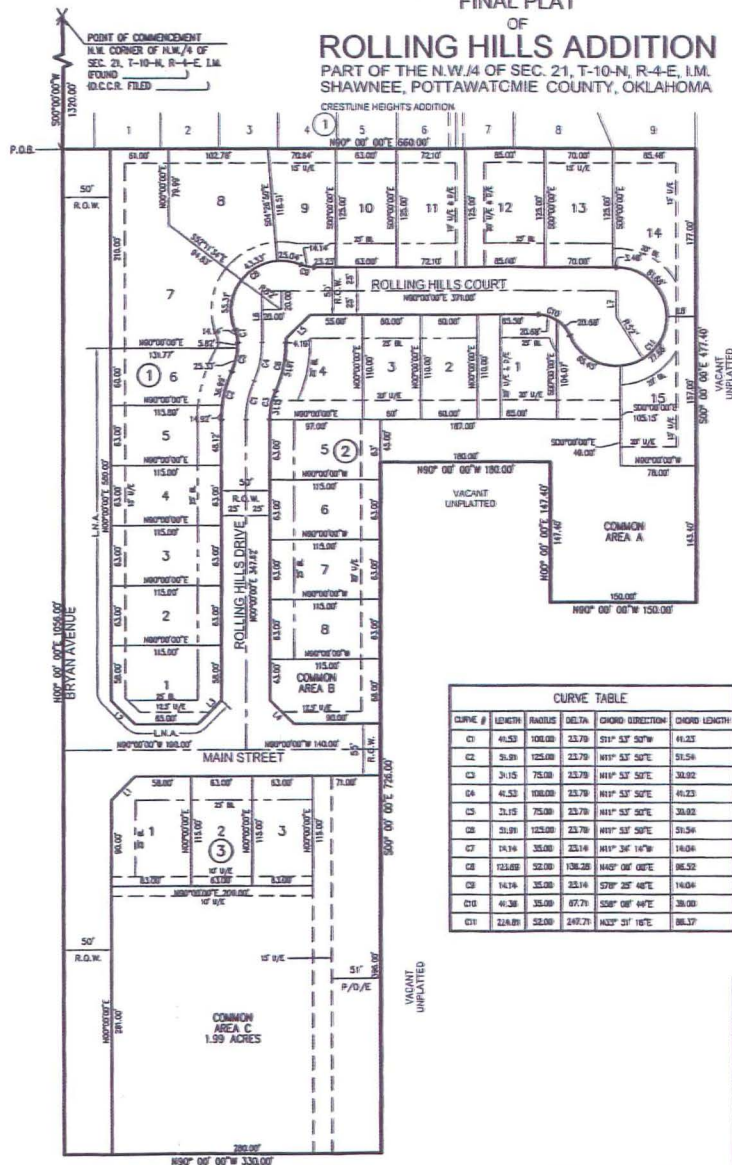
NOTARY PUBLIC
PROSSER

CITY PLANNING COMMISSION APPROVAL

I, _____, Planning Director of the City of Oklahoma City, do certify that the Oklahoma City Planning Commission duly approved this plat on the _____ day of _____, 2016.

PLANNING DIRECTOR

FINAL PLAT OF ROLLING HILLS ADDITION PART OF THE N.W. 1/4 OF SEC. 21, T-10-N, R-4-E, L.M. SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	41.53	108.00	23.78	S11° 53' 30" W	41.33
C2	51.81	125.00	23.78	N11° 53' 30" E	51.54
C3	31.15	75.00	23.78	N11° 53' 30" E	30.82
C4	41.53	108.00	23.78	N11° 53' 30" E	41.33
C5	21.15	75.00	23.78	N11° 53' 30" E	20.82
C6	51.81	125.00	23.78	N11° 53' 30" E	51.54
C7	14.14	35.00	23.16	N11° 24' 14" W	14.04
C8	123.89	52.00	136.28	N40° 00' 00" E	88.32
C9	14.14	35.00	23.16	S78° 25' 46" E	14.04
C10	41.38	35.00	67.71	S28° 00' 00" E	38.00
C11	22.81	52.00	249.71	N20° 21' 16" E	88.17

LINE #	LENGTH	DIRECTION
L1	35.36	N40° 00' 00" E
L2	35.36	S40° 00' 00" E
L3	35.36	N40° 00' 00" E
L4	35.36	S40° 00' 00" E
L5	35.36	S40° 00' 00" E
L6	56.19	N60° 00' 00" E
L7	27.08	N60° 00' 00" E
L8	35.00	N60° 00' 00" E

LEGEND
B.L.L. BUILDING LIMIT LINE
D/E DRAINAGE EASEMENT
EX EXISTING
L.M.A. LIMITS OF NO ACCESS
N.R. NONRADIAL LINE
P.O.B. POINT OF BEGINNING
R.O.W. RIGHT-OF-WAY
U/E UTILITY EASEMENT
P/O/E PRIVATE DRAINAGE EASEMENT
P/S & P/U/E PRIVATE STREET AND PUBLIC UTILITY EASEMENT

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and bonded abstractor of titles, in and for the County of CANADIAN, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land on the attached plat is vested in COMPANY NAME, that on the _____ day of _____, 2016, there are no claims pending or judgments of any nature in any court on or file with the clerk of any court in said county and state against said land, or the owners thereof, and that the taxes are paid for the year _____ and prior years, that there are no outstanding tax sale certificates against said land, and no tax deeds are issued to any one person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the attached plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this _____ day of _____, 2016.

WARRANTY TITLE IS ABSTRACT COMPANY

ASST. SECRETARY

VICE-PRESIDENT

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of CANADIAN COUNTY, STATE OF OKLAHOMA, that the tax records of said county show all taxes are paid for the year _____ and prior years on the land shown on the attached plat, and that the required abstractor security has been deposited in the office of the county treasurer, guaranteeing payment of the current year taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the City of EL RENO, OKLAHOMA, this _____ day of _____, 2016.

COUNTY TREASURER

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the City of OKLAHOMA CITY, STATE OF OKLAHOMA, that the dedication shown on the attached plat is hereby accepted, adopted by the Council of the City of OKLAHOMA CITY, OKLAHOMA, this _____ day of _____, 2016.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of OKLAHOMA CITY, STATE OF OKLAHOMA, hereby certify that I have examined the records of said city and the land of said city and that the same are correct and true and that the same are in full and that there is no special assessment procedure now pending against the land shown on the attached plat on this _____ day of _____, 2016.

CITY CLERK

NOTES

1. THIS PLAT OF SURVEY MEETS THE OKLAHOMA STANDARD STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-106 OF THE OKLAHOMA STATE STATUTES.

2. CENTERLINE OF ROADWAY MONUMENTS SHALL BE AS FOLLOWS:

MAGNETIC NAILS WITH WASHER FOR ASPHALT PAVING

CUT "X" FOR CONCRETE PAVING

3. PROPERTY CORNER MONUMENTS SHALL BE:

3/8" IRON RODS WITH A PLASTIC CAP

4. BENCHMARKS:

5. MAINTENANCE OF THE COMMON AREAS AND ISLANDS/ANGLERS IN PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL, OR OTHER OBSTRUCTING OTHER TEMPORARY OR PERMANENT SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE AREAS SHOWN. CERTAIN AMBITIOUS SUCH AS, BUT NOT LIMITED TO, WATERS, BRIDGES, FIELDS, AND LOGS, SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.

received
1/9/12

Crafter Tull
CITY OF OKLAHOMA CITY, OKLAHOMA 73101
405.767.1231 • 405.767.1231
www.craftertull.com

FINAL PLAT TO SERVE
ROLLING HILLS ADDITION

Sheet No. 1 of 1
DATE: 12/16/11
PROJECT NO.: 116031-00

ABSENTEE SHAWNEE HOUSING AUTHORITY

P. O. Box 425 • 107 North Kimberly • Shawnee, Oklahoma 74802-0425

June 10, 2013

City of Shawnee
16 West Ninth Street
Shawnee, OK 74801

To: The City of Shawnee Board of Commissioners

The Absentee Shawnee Housing Authority (ASHA) serves low income Native American individuals and families in four counties in Central Oklahoma. Roughly half of the 547 units under the administration of ASHA are located within the Shawnee city limits. A tour of ASHA properties would quickly reveal that the units are extremely well maintained and always kept in good condition and repair. Great pride is taken in the area residences by both ASHA tenants and staff.

ASHA owns an eleven acre piece of land located at the northeast corner of Main & Bryan Streets. As you are most likely aware, this is an area of Shawnee that's had little investment in recent years. With the City's approval, ASHA intends to apply for a Low Income Housing Tax Credit (LIHTC) which would allow for the construction of 25 two and three bedroom homes for seniors ages 55 years and older. The neighborhood would also be served by a walking trail, a storm shelter and a community building containing a meeting room and computer lab. Estimated costs of this project approach six million dollars.

ASHA understands its role in the communities it serves and intends to do its part in helping fund the infrastructure needs of the area. In 2012, ASHA made a **PILOT** (Payment in lieu of Taxes) payment to Pottawatomie County in the amount of **\$73,985.76**. You will find the details of the **PILOT** included in your information.

Thank you for your consideration of this project and your service to the City of Shawnee.

Sincerely,



Michael Affentranger
Chairman – Absentee Shawnee Housing Authority Board of Commissioners



HOUSING AUTHORITY
OF THE ABSENTEE SHAWNEE
TRIBE OF INDIANS OF OKLAHOMA
P.O. BOX 425
SHAWNEE, OK 74802-0425

BANCFIRST
SHAWNEE, OKLAHOMA 74802-1608
MEMBER FDIC
39-363-1030



2/12/2013

PAY
TO THE
ORDER OF

Wendy Mangus

\$ **73,985.76

Seventy-Three Thousand Nine Hundred Eighty-Five and 76/100*****

DOLLARS

Pottawatomie County Treasurer
325 N. Broadway
Shawnee, OK 74801-6957

HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE TRIBE OF INDIANS OF OKLAHOMA



[Signature]
CHAIRMAN/VICE CHAIRMAN
[Signature]
EXECUTIVE DIRECTOR
AUTHORIZED SIGNATURE

MEMO

2012 Pilot

⑈059496⑈ ⑆103003632⑆ ⑈0010124260⑈

HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE

59496

Wendy Mangus

Date	Type	Reference	Original Amt.	Balance Due	2/12/2013 Discount	Payment
2/11/2013	Bill	2012 Pilot	73,985.76	73,985.76		73,985.76
				Check Amount		73,985.76

BancFirst Main #0010 2012 Pilot

73,985.76

HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE

59496

Wendy Mangus

Date	Type	Reference	Original Amt.	Balance Due	2/12/2013 Discount	Payment
2/11/2013	Bill	2012 Pilot	73,985.76	73,985.76		73,985.76
				Check Amount		73,985.76

BancFirst Main #0010 2012 Pilot

73,985.76

015-4520

HOUSING AUTHORITY OF THE ABSENTEE SHAWNEE TRIBE OF OKLAHOMA

DISTRIBUTION OF PAYMENT IN LIEU OF TAXES

OK95-B091-ALL PROGRAMS

HUD 52267 FYE 12/31/2012 \$ 83,176.54

TOTAL TO DISTRIBUTE \$83,176.54

	Number of Units	COUNTY DISTRIBUTE %	CHECK AMOUNT
POTTAWATOMIE COUNTY	483	88.95%	\$73,985.76
Rural Units	29	6.00%	
Shawnee	274	56.73%	
Tecumseh	101	20.91%	
McLoud	47	9.73%	
Wanette	25	5.18%	
Maud	2	0.41%	
Asher	4	0.83%	
Earlsboro	1	0.21%	
St. Louis	0	0.00%	
	0	100.00%	
CLEVELAND COUNTY	46	8.47%	\$7,046.26
Rural Units	21	45.65%	
Norman	23	50.00%	
Moore	2	4.35%	
	0	100.00%	
OKLAHOMA COUNTY:	9	1.66%	\$1,378.62
Rural Units	9	100.00%	
Harrah	0	0.00%	
Moore	0	0.00%	
Choctaw	0	0.00%	
	0	100.00%	
LINCOLN COUNTY	5	0.92%	\$765.90
Rural Units	5	100.00%	
Meeker	0	0.00%	
Harrah	0	0.00%	
	5	100.00%	
Total all units for PILOT	543	100.00%	\$83,176.54

MH units are located on trust land - no pymt. 4

Total all units under mangement by ASHA 547

RESOLUTION NO. _____

A RESOLUTION OF SUPPORT FOR ECONOMIC DEVELOPMENT AND AFFORDABLE HOUSING FOR THE BENEFIT OF CITIZENS OF SHAWNEE, OKLAHOMA; AND SUPPORT OF AN AWARD OF LOW INCOME HOUSING TAX CREDITS FOR CONSTRUCTION OF AFFORDABLE HOUSING DEVELOPMENT IN THE CITY OF SHAWNEE, OKLAHOMA.

BE IT RESOLVED:

WHEREAS, the Absentee Shawnee Housing Authority (Applicant) acting as the sole General Partner of the Absentee Shawnee Housing Authority Limited Partnership #1 (Owner) is proposing to construct a Low Income Housing Tax Credit project of twenty-five (25) units (including a combination of duplexes and single family units along with community amenities including a clubhouse with computer workstations, storm shelter, outdoor covered seating, and playground) to be located in the city limits of Shawnee, Oklahoma at the NE corner of Main St. and Bryan St. (the proposed location of the housing units) and the SE corner of Main St. and Bryan St. (the proposed location of the community amenity), and;

WHEREAS, the City of Shawnee, Oklahoma supports economic development and promotes affordable housing for the benefit of the citizens of Shawnee, Oklahoma in Pottawatomie County.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that the Board of Commissioners supports favorable consideration to be given for a tax credit award for this Development by the OHFA Board of Trustees at the November 2013 (or future meeting).

BE IT FURTHER RESOLVED, it is noted that the proposed development is consistent with the City of Shawnee's affordable housing strategies and comprehensive plan.

APPROVED AND PASSED this _____ day of _____, 2013.

WES MAINORD, MAYOR

ATTEST:

PHYLLIS LOFTIS, CMC, CITY CLERK

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

MARY ANN KARNs, CITY ATTORNEY

Regular Board of Commissioners

19.

Meeting Date: 06/17/2013

Sales Tax

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Acknowledge Sales Tax Report received June 2013.

Attachments

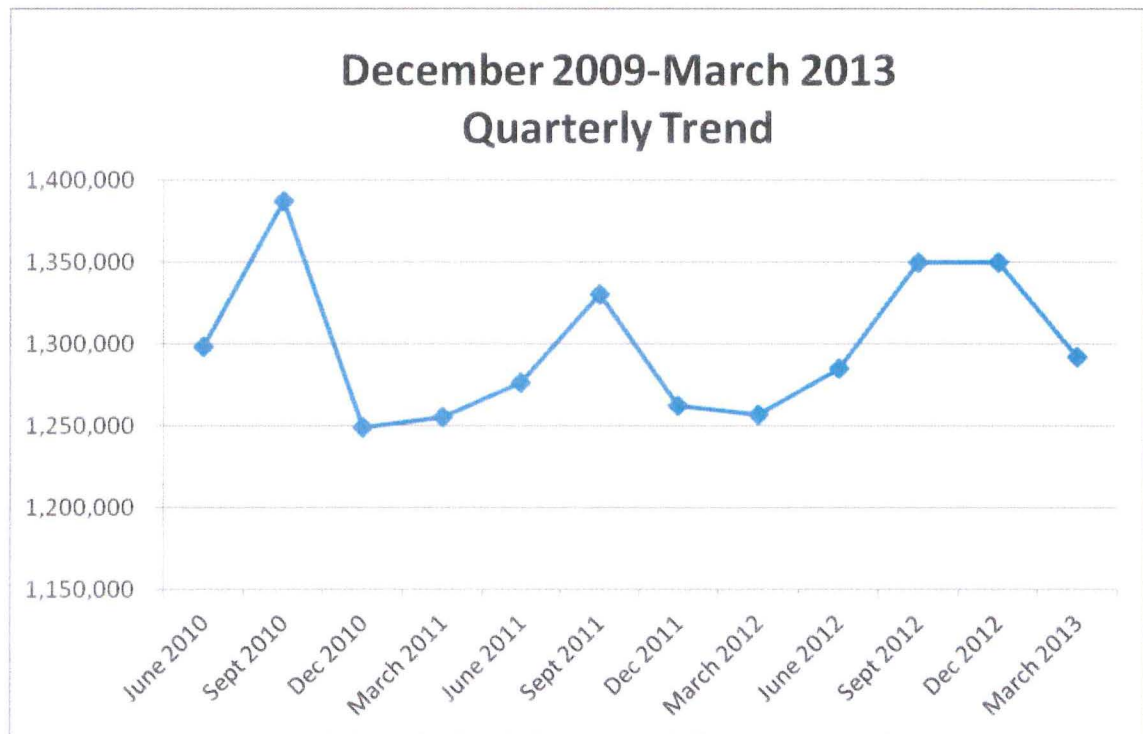
SALES TAX

City of Shawnee Memorandum

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

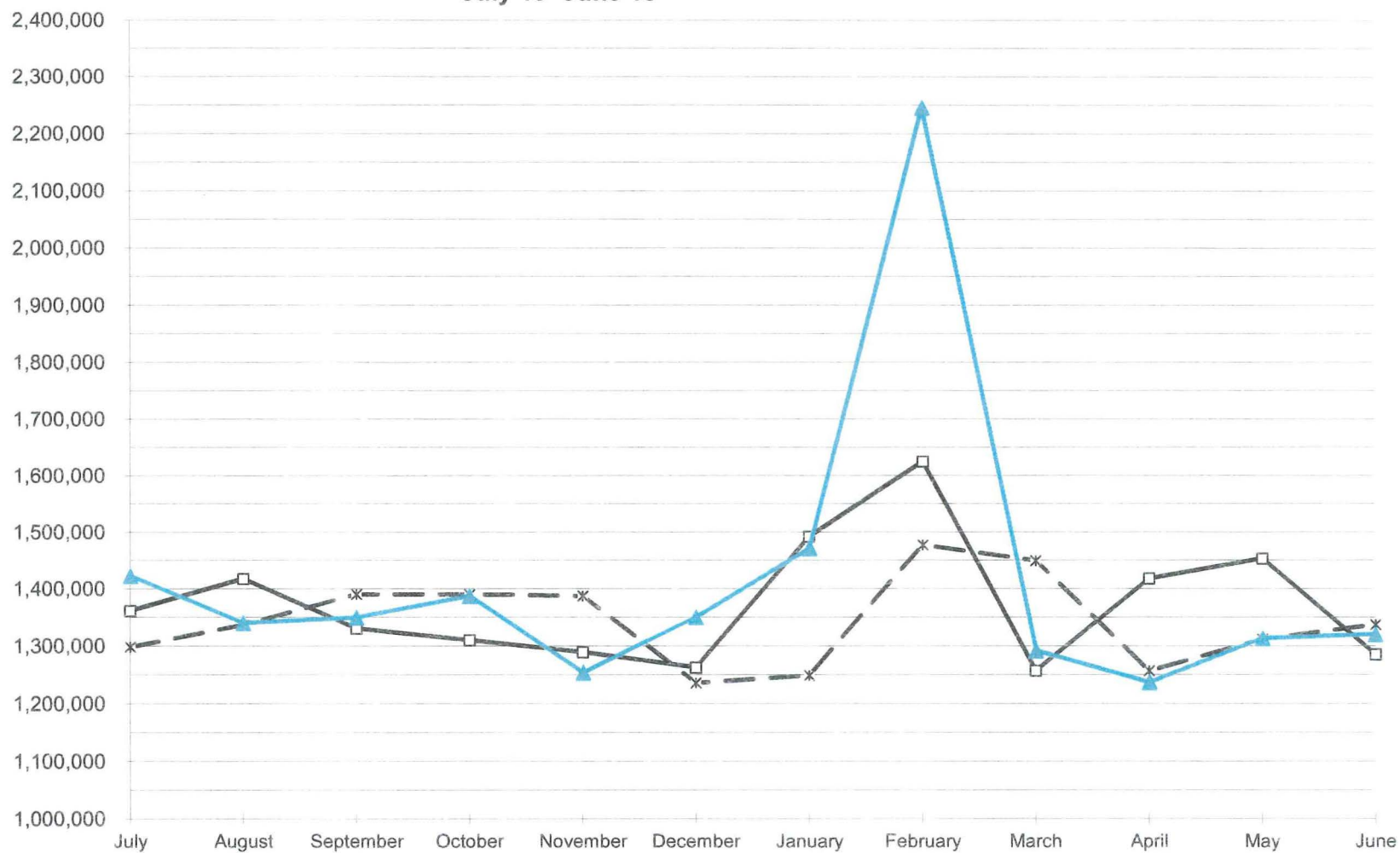


June Sales Tax receipts were up \$34,941 this month or 2.72% compared to last year actual for the same time frame. June Sales tax amount received plus interest was \$1,319,813 which accumulatively for the fiscal year we are up \$478,039 or 2.90%. We have budgeted a 2.5% increase and with the sale of the hospital we are making the budget projection.



	July 2010	July 2011	July 2012	Increase (Decrease)	
	through	through	through	Over Prior Year	
Month	June 2011	June 2012	June 2013	Amount	Percentage
July	1,298,026	1,361,273	1,422,363	61,090	4.49%
August	1,336,599	1,417,308	1,339,539	(77,769)	(5.49%)
September	1,390,086	1,330,420	1,349,282	18,862	1.42%
October	1,389,702	1,309,924	1,386,657	76,733	5.86%
November	1,386,987	1,289,143	1,253,140	(36,003)	(2.79%)
December	1,235,390	1,262,401	1,349,459	87,058	6.90%
January	1,248,649	1,491,647	1,470,565	(21,082)	(1.41%)
February	1,476,824	1,624,568	2,245,070	620,503	38.19%
March	1,448,966	1,256,806	1,291,532	34,726	2.76%
April	1,256,430	1,417,533	1,236,564	(180,969)	(12.77%)
May	1,311,387	1,452,759	1,312,710	(140,049)	(9.64%)
June	1,337,029	1,284,872	1,319,813	34,941	2.72%
Total	16,116,072	16,498,655	16,976,694	478,039	2.90%
		Prior Year	Current Year	Increase (Decrease)	
Period		Actual	Actual	Over Prior Year	
Fiscal Year to Date		16,498,655	16,976,694	\$478,039	2.90%
Fiscal Year to Date Budget based on last year actual plus 2.5%					
		Current Year	Current Year	Budget Variance	
Period		Budget	Actual	Favorable (Unfavorable)	
Fiscal Year to Date		16,911,122	16,976,694	\$65,572	0.39%

CITY OF SHAWNEE SALES TAX COLLECTIONS July 10- June 13



—x— July 2010 through June 2011

—□— July 2011 through June 2012

—▲— July 2012 through June 2013

>

JUNE, 07 2013

SHAWNEE TREASURER

CITY SALES TAX

DEAR TREASURER;

FUNDS HAVE BEEN ELECTRONICALLY TRANSFERRED TO YOUR BANK ACCOUNT,
EFFECTIVE 6/10/2013, FOR YOUR TAX COLLECTIONS RECEIVED
BY THE OKLAHOMA TAX COMMISSION DURING THE MONTH OF MAY.

THIS PAYMENT REPRESENTS TAXES COLLECTED DURING THE PREVIOUS
MONTH AND MAY INCLUDE INTEREST, PENALTY, AND DELINQUENT REMITTANCES
DUE FROM AN EARLIER MONTH. SEE DETAILS BELOW.

IF THERE ARE ANY QUESTIONS CONCERNING THIS PAYMENT, PLEASE CALL
OR WRITE DAVE FRANCIS, (405) 522-6600, TAXPAYER ASSISTANCE
DIVISION, OKLAHOMA TAX COMMISSION.

TOTAL TAX, PENALTY AND INTEREST COLLECTED	\$1331864.78
LESS AMOUNT REFUNDED TO TAXPAYERS	\$.00
LESS AMOUNT SUSPENDED	\$.00
LESS 0.010000 RETENTION TO OKLAHOMA TAX COMMISSION	\$13318.65
PLUS INTEREST	\$1266.57
TOTAL PAYMENT	\$1319812.70

Regular Board of Commissioners

20.

Meeting Date: 06/17/2013

City Manager Report

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

City Manager Report

Regular Board of Commissioners

21. a.

Meeting Date: 06/17/2013

Storm Debris Bids Open and Award

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Emergency Cleanup of Storm Debris COS-EM-13-05
(Open and Award)

Attachments

NOTICE TO BIDDERS

**THE CITY OF SHAWNEE, OKLAHOMA
BID NUMBER COS-EM-13-05
EMERGENCY CLEANUP OF STORM DEBRIS
NOTICE TO BIDDERS**

Notice is hereby given that the City of Shawnee desires to receive sealed bids for the emergency removal of storm debris. Prospective bidders may obtain Bidding Documents in the Office of the City Clerk, City Hall Building, 16 W. 9th, Shawnee, Oklahoma 74801, and shall sign the Bidding Documents Receipt List.

Bids will be received in the Office of the City Clerk, 16 W. 9th, Shawnee, Oklahoma 74801, by no later than 4:00 p.m. on Monday, June 17, 2013.

Bids shall be based upon the Plans and Specifications and other Bidding Documents.

The Emergency Management Director may issue addenda as may be necessary in the best interest of the public and the City of Shawnee. Addenda may amend the date and/or time for receipt of bids or any specification, item, document or requirement in the Bidding Documents upon notice to all Bidders who signed the Bid Document Receipt List or who were received a bid packet from the City Clerk's Office.

The Bidder shall use the Bid Forms and Affidavits provided in the Bidding Documents or photocopies thereof. All forms must be signed and all affidavits sworn to and notarized. All bids shall be typewritten or legibly printed in ink. Bidder shall file the bid in a sealed envelope. Each envelope shall bear a legible notation thereon that it is a bid upon the project proposed.

All Bids timely received will be opened and reviewed by the Emergency Management Director. The Emergency Management Director reserves the right to recommend that the City Commission of the City of Shawnee reject any or all bids and to recommend that the Commission waive immaterial defects and irregularities.

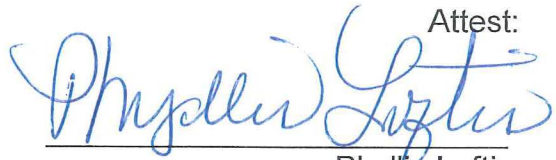
The successful bidder shall deliver the executed Contract and the certificates of insurance to the City prior to the commencement of work and shall deliver the executed bonds within seven (7) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the Emergency Management Director. The Emergency Management Director may immediately issue a Work Order to the successful Bidder.

Signed:



Brian McDougal
City Manager

Attest:



Phyllis Loftis
City Clerk

Regular Board of Commissioners

23. a.

Meeting Date: 06/17/2013

Sidewalk Projects

Submitted By: Donna Mayo, Administration

Department: Administration

Information

Title of Item for Agenda

Status on Sidewalk Projects
