



63rd City Council

Mayor Steven J. Gentling

Ward I – John Wood, Ed Wood **Ward II** – Jeff Taylor, Brian Bothroyd

Ward III – Gaylord Z. Thomas, Sharyl Padgett

SPECIAL CITY COUNCIL MEETING WORKSHOP

Tuesday, June 16, 2015 at 6:00p.m.

City Hall 3rd Floor Conference Room

101 N. 2nd Street, Guthrie, Oklahoma, 73044

1. Call to Order.
2. Public Comments.
3. Guthrie-Edmond Regional Airport annual update.
4. Request for future items of discussion.
5. Adjournment.



63rd City Council
Mayor Steven J. Gentling
Ward I - John Wood, Ed Wood Ward II - Jeff Taylor, Brian Bothroyd
Ward III - Gaylord Z. Thomas, Sharyl Padgett

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

Tuesday, June 16, 2015 at 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Public Comments, Community Announcements and Recognitions.
3. Consent Agenda.
All matters listed will be enacted by one motion unless a request is made for discussion by any Trustee or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held June 2, 2015 1
4. Discussion and possible action to authorize City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Ordinance No. 3271 reflecting changes to the Guthrie City Manager Option (CMO) plan and Joinder agreement 2
5. Adjournment.

CITY COUNCIL MEETING

63rd City Council
Tuesday, June 16, 2015, 7:00pm
City Hall Council Chambers
101 N. 2nd Street, Guthrie, Oklahoma, 73044

- 1. Call to Order.
2. Consent Agenda
All matters listed will be enacted by one motion unless a request is made for discussion by any council member or member of the audience, in which case, the item(s) will be removed from the Consent Agenda and considered separately following this portion of the agenda.
A. Consider approval of minutes of the City Council Workshop held on June 2, 2015...
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B. Consider approval of minutes of the Regular City Council Meeting held on June 2, 2015
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C. Consider approval of minutes of the Special City Council Meeting held on June 5, 2015	69
D. Consider approval to extend the Lease Agreement with Alvin Graves to expire September 30, 2015	70
E. Consider approval of the Contract Amendment with Jackson & Jackson Engineering, Inc. for the Friends of Fogarty Safe Routes to School project	73
F. Consider approval to accept a grant award from the Oklahoma Office of Homeland Security in the amount of \$10,975.00 to purchase interoperable radio equipment for the Guthrie Fire Department	75
G. Consider approval of awarding Bid No. 2015-06, FY2015 Street Capital Improvement Project to the low bid of \$248,275 to Rudy Construction Company, Oklahoma City, Oklahoma, and authorizing the Mayor to execute a contract	80
H. Consider approval of City-County Defense Agreement between the City of Guthrie and Logan County Board of Commissioners	82
3. Discussion and possible action on Lease Agreement between the City of Guthrie and Dream Portal Productions for Taloa Music & Arts Festival	89
4. Discussion and possible action of Resolution No. 2015-10 to waive selected Sections from the Guthrie Code of Ordinances during the Bike MS event to be held September 26-27, 2015, at Highland Park.....	103
5. Discussion and possible action of Resolution No. 2015-09, establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2016.....	107
6. Discussion and possible action to authorize City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Ordinance No. 3271 reflecting changes to the Guthrie City Manager Option (CMO) plan and Joinder agreement.....	2
7. Discussion and possible action to appoint or reappoint the City of Guthrie representative(s) to the Guthrie-Edmond Regional Airport Board for the term of July 2015 through June 2018.	111
8. City Manager's Report	
9. Requests/comments from members of the City Council	
10. Adjournment.	

MINUTES

GUTHRIE PUBLIC WORKS AUTHORITY MEETING

June 2, 2015

The regular meeting of the Guthrie Public Works Authority was posted on Friday, May 29, 2015, before 5:00 p.m. and held Tuesday, June 2, 2015, in the Guthrie City Hall Council Chambers.

Vice Chairman J. Wood called the meeting to order at 7:01 p.m.

Members Present: John Wood Jeff Taylor Sharyl Padgett
 Ed Wood Brian Bothroyd

Members Absent: Steven J. Gentling Gaylord Z. Thomas

Staff Present: Sereniah Breland Kim Biggs Randel Shadid
 Jim Ahlgren Maxine Pruitt Don Sweger
 Cyndi O Cody Mosley Aaron Ryburn

Vice Chairman J. Wood declared a quorum with five (5) Trustees in attendance.

Public Comments, Community Announcements and Recognition. Vice Mayor J. Wood presented a letter from Mayor Gentling and a framed picture from all members of the City Council to City Manager Breland for her years of service.

Consent Agenda. Motion by Trustee Taylor, seconded by Trustee Padgett, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Regular Guthrie Public Works Authority Meeting held on May 19, 2015.
- B. Consider approval of the receipt of Permit No. WL000042150365 for the construction of 1646 linear feet of twelve (12) inch PVC, 1121 linear feet of eight (8) inch PVC and 240 linear feet of six (6) inch PVC potable water lines will all appurtenances to serve Love's Travel Stops & Country Store, and to be noted in the minutes after which will be maintained as permanent record.
- C. Consider approval to deny Tort Claim #200150-ME as recommended by the Oklahoma Municipal Assurance Group (OMAG).

Trustees entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Vice Chairman J. Wood declared the motion carried unanimously.

Adjournment. There being no business for the Guthrie Public Works Authority Trustees, Vice Chairman declared the meeting adjourned at 7:08 p.m.

Kim Biggs, Secretary

Steven J. Gentling, Chairman



Agenda Item Cover Letter

Meeting

X City Council
X GPWA
Other:

Date of Meeting

June 16, 2015

Contact

Jim Ahlgren,
Human Resource Director

Agenda Item

Discussion and possible action to authorize City staff to adopt the Oklahoma Municipal Retirement Fund (OMRF) Ordinance No. 3271 reflecting changes to the Guthrie City Manager Option (CMO) plan and Joinder Agreement.

Summary

The City of Guthrie provides the OMRF CMO retirement plan available for the City Manager. We have been advised by OMRF that the Defined Contribution Master Plan and Joinder Agreement have been updated and approved by the Internal Revenue Service (IRS). The IRS requires us to formally adopt the new plan language. The change reflects going to a daily valuation basis and will reflect this in the individual participants accounts.

Funding Expected Revenue Expenditure X N/A
Budgeted Yes No X N/A
Account Number Amount
Legal Review X N/A Required Completed Date:

Supporting documents attached

- Ordinance No. 3271
OMRF Master Defined Contribution Plan Joinder Agreement
OMRF Master Defined Contribution Plan

Recommendation

Approve Ordinance No. 3271 and Joinder Agreement.

Action Needed Public Hearing X Motion Emergency Clause

ORDINANCE NO. 3271

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **October 1, 2015**, the amended and restated Plan designated "Employee Retirement System of the City of Guthrie, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

Section 2. FUND. A fund is hereby provided for the exclusive use and benefit of the persons entitled to benefits under the System. All contributions to such fund shall be paid over to and received in trust for such purpose by the City. Such Fund shall be pooled for purposes of management and investment with similar funds of other incorporated cities, towns, and municipal trusts in the State of Oklahoma as a part of the Oklahoma Municipal Retirement Fund in accordance with the trust agreement of the Oklahoma Municipal Retirement Fund, a public trust. The City shall hold such contributions in the form received, and from time to time pay over and transfer the same to the Oklahoma Municipal Retirement Fund, as duly authorized and directed by the Board of Trustees. The Fund shall be nonfiscal and shall not be considered in computing any levy when the annual estimate is made to the County Excise Board.

Section 3. APPROPRIATIONS. The City of Guthrie, 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 Guthrie, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the

Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

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

Section 5. REPEALER. Any Ordinance inconsistent with the terms and provisions of this Ordinance is hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this Ordinance.

Section 6. SEVERABILITY. If, regardless of cause, any section, subsection, paragraph, sentence or clause of this Ordinance, including the System as set forth in Exhibit "A" and Exhibit "B", is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this Ordinance.

END

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

City of Guthrie

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

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

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

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

1. Dates.

- This instrument is a new Plan effective ___ (date may not be prior to Plan Year of the date of execution).
- This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective February 1, 2010. The effective date of this Joinder Agreement is **October 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- Any person who, on or after the Effective Date, as of, holds the position of:
 City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 Assistant City Manager Chief of Police Fire Chief
 Department Head or Department Manager
 Finance Director or Chief Financial Officer
 General Counsel or Municipal Attorney Municipal Judge
 (specify position)

The word "Employee" shall not include:

- Any person who is currently accruing benefits under any other state or local retirement system.
- Any person in the following position and who is covered under another retirement program or system approved by the City:
 City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 Assistant City Manager Chief of Police Fire Chief
 Department Head or Department Manager
 Finance Director or Chief Financial Officer
 General Counsel or Municipal Attorney Municipal Judge
 (specify position)
- Any person who .

3. Entry Date.

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

- months** (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADDI), this option must be elected).

9. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

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

5. Plan Design.

The Employer hereby elects the following Plan design:

- Pick-up Option.** Each Employee shall be required to contribute to the Plan 0.00 % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- Thrift Plan Option.**

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

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

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- Variable Option.**

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

- Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

- Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

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

- 401(k) Option.
(This Option available only if elected prior to May 1, 1986)
- Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- No Employer Contribution Option.

6. Other Participant Contribution Options.

- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
- A Participant may not withdraw Voluntary Nondeductible Contributions.
- Participants shall not contribute to the Plan.

7. Self-Directed Investments.

- Are permitted.
- Are not permitted.

8. Allocation of Forfeitures Available.

- Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- Shall be added to Employer contribution under such Option.
 - Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

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

10. Vesting.

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

Option A

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

Option B

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

Option C

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

Option D

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

Option E

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

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

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

Option F

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

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

11. Participant Loans.

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

12. Direct Transfer to Other Retirement Plan.

- Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

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

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

IN WITNESS WHEREOF the **City of Guthrie** 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 Guthrie

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

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

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

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

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ARTICLE I.
Purpose and Organization

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

This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries. The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

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

ARTICLE II.
Definitions and Construction

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

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

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

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

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

(e) Authorized Leave of Absence: Any absence authorized by the Employer under the Employer's standard personnel practices applied to all persons under similar circumstances in a uniform manner, including any required military service during which a Participant's re-employment rights are protected by law; provided that he resumes employment with the Employer within the applicable time period established by the Employer or by law.

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

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

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

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

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

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

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

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

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

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

The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If compensation for a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

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

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

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

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

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

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

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

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

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

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

(v) Fund: The fund established to provide the benefits under the Plan for the exclusive benefit of the Participants included in the Plan, and which will be pooled with similar

funds of other incorporated cities and towns of Oklahoma as a part of the Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(bbb) **Valuation Date:** The date specified in Section 13 of the Joinder Agreement and any Special Valuation Dates determined in accordance with Section 5.10.

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

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

ARTICLE III.
Eligibility and Participation

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

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

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

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

ARTICLE IV.
Contributions

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

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

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

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

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

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

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

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

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

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

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

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall

be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

(b) Dollar Limitation on Deferred Compensation Contributions:

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

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

(iii) Corrective Distributions.

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

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

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

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

(d) Roth Elective Deferrals:

(i) General Application.

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

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

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

(ii) Separate Accounting.

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

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

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

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

(iii) Direct Rollovers.

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

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

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

(iv) Definition.

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

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

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

ARTICLE V.
Accounting, Allocation and Valuation

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

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

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

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

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

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

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

5.8 Accounting for Statement of Account: As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant's Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the

Committee may determine. However, neither the maintenance of accounts, the allocations to Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

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

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

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

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

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

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

Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a participant from the Plan; and (4) repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

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

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

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as Actual Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

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

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

(b) Regular Pay: Actual Compensation shall include regular pay after severance of employment if:

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

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

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

(d) Salary Continuation Payments for Disabled Participants: Actual Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

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

Permissible Amount.

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

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

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

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

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

(f) Treatment of Excess: Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2013-12 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

5.12 Investment Options:

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

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

ARTICLE VI.
Benefits

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

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

6.3 Death of a Participant: Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

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

6.5 Initial Distribution Date: The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated and provided that the Participant requests a distribution, shall be as soon as practicable following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in Section 6.4 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

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

6.7 Participant Contribution Accounts: A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his

Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 Withdrawals from Participant's Contribution Accounts: In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

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

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

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or severance from employment. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution.

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

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

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

- (a) a lump sum distribution;
- (b) an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;
- (c) an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse;
- (d) periodic distributions as designated by the Participant or Beneficiary; or
- (e) purchase of an annuity.

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

6.11 Designation of Beneficiary: Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. Further, the written designation of the Participant's

spouse may be voided upon divorce of the Participant if required by applicable state law. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 Loss of Benefits for Cause: [Reserved]

6.13 Payments Under a Qualified Domestic Relations Order:

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a QDRO will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date.

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

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

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

6.14 Loans to Participants:

(a) **General:** The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or \$50,000, (iv) shall bear a reasonable rate of interest which will be established by the

Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than \$1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one loan outstanding at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

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

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

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

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

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

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

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

(b) Time and Manner of Distribution:

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

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

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

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

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

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

For purposes of this Subsection (ii) and Subsection (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

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

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

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

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9,

Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

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

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

(i) Death On or After Date Distributions Begin.

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

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

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

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

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

(ii) Death Before Date Distributions Begin.

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

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

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

(e) Definitions:

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

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

(iii) **Life Expectancy.** Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury regulations.

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

rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(f) Waiver of 2009 Required Distributions: Notwithstanding the preceding subsections of this Article, a Participant or Beneficiary who would have been required to receive Required Minimum Distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code (“2009 RMDs”), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years (“Extended 2009 RMDs”), will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. A direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to Section 401(a)(9)(H).

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

6.17 Forfeiture of Benefits: [Reserved]

ARTICLE VII.

Notices

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

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

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

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

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

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

ARTICLE VIII.
Amendment and Termination

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

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

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

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

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

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

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

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

8.5 Authority of Volume Submitter Practitioner to Amend for Adopting Employers:

The Volume Submitter Practitioner (the "Practitioner") will amend the Plan on behalf of all adopting employers, including those employers who have adopted the Plan prior to this amended and restated Plan, for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior approved plans. These amendments will be applied to all employers who have adopted the Plan. An employer will not be considered to have an individually designed plan merely because the employer amends administrative provisions of the trust or custodial account document (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the plan and do not cause the plan to fail to qualify under Section 401(a) of the Code. For this purpose, an amendment includes modification of the language of the trust or custodial account document and the addition of overriding language.

The Practitioner will no longer have the authority to amend the plan on behalf of any adopting employer as of either: (1) the date the Internal Revenue Service requires the employer to file Form 5300 as an individually designed plan as a result of an employer amendment to the Plan to incorporate a type of plan not allowable in the Volume Submitter program, as described in Rev. Proc. 2011-49, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments. If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the adopting employer is conditioned on the Plan receiving a favorable determination letter.

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

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

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

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

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

(ii) if he is not fully vested under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

9.2 Transfers to This Plan:

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) **"Eligible Rollover Distribution":** An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account of annuity described in Section 408A of the Code, or (ii) a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is 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, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) ("IRA") that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse or surviving Beneficiary (effective January 1, 2007) and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

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

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

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

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

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

9.9 Transfers From Another Qualified Plan:

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

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

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

ARTICLE X.
Administration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3 Benefit Payments: All benefits are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

10.4 Abandonment of Benefits:

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

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

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

10.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made, at the discretion of the Committee, (i) to a parent, spouse, relative by blood or marriage, or (ii) the legal representative of the said person. The Committee shall not be required to see to the application of any such payment, and the payee's

receipt shall be a full and final discharge of all responsibility hereunder of the Employer, the Committee and the Trustees.

ARTICLE XI.

General

11.1 USERRA: Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

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

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

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

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

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

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

Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.8 Maximum Duration: Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

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

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

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

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

In the case of amounts returned pursuant to this Section 11.12, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality

Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

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

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 24th day of April, 2015.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By George Wilkinson



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

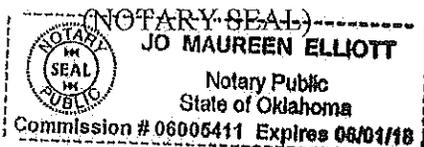
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 24 day of April, 2015, personally appeared George Wilkinson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

Jo Maureen Elliott
Notary Public

My Commission Expires: 06.01.2018

My Commission No.: 06005411



MINUTES
CITY COUNCIL MEETING
June 2, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, May 29, 2015, before 5:00 p.m. and held Tuesday, June 2, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Vice Mayor John Wood called the meeting to order at 6:00 p.m.

Members Present:	John Wood	Jeff Taylor	Sharyl Padgett
	Brian Bothroyd	Ed Wood	

Members Absent:	Steven J. Gentling	Gaylord Z. Thomas
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Staff Present:	Sereniah Breland	Randel Shadid	Kim Biggs
	Jim Ahlgren	Maxine Pruitt	Cody Mosley
	Don Sweger		

Vice Mayor J. Wood declared a quorum with five (5) Council Members in attendance.

Public Comments. None.

Discussion regarding City-owned facilities. Human Resource Director Ahlgren provided a staff recommendation to dispose of the facilities that Council toured on May 19th which included the option to sell the Excelsior Building, demolish the Blue House, and provide upgrades to the existing training room inside the Armory. Council Members Bothroyd, Taylor, and E. Wood will meet with interested parties regarding the City's intention to sell the Excelsior Library and will report back at the next Council Workshop.

Request for future items of discussion. Dilapidated Structures, Excelsior Library

Adjournment. There being no further business for the Guthrie City Council, Vice Mayor J. Wood declared the meeting adjourned at 6:27 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES
CITY COUNCIL MEETING
June 2, 2015

The regular meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Friday, May 29, 2015, before 5:00 p.m. and held Tuesday, June 2, 2015, in the Guthrie City Hall Council Chambers.

Vice Mayor John Wood called the meeting to order at 7:09 p.m.

Members Present:	John Wood	Jeff Taylor	Sharyl Padgett
	Ed Wood	Brian Bothroyd	

Members Absent:	Steven J. Gentling	Gaylord Z. Thomas
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Staff Present:	Sereniah Breland	Kim Biggs	Randel Shadid
	Jim Ahlgren	Maxine Pruitt	Don Sweger
	Cyndi O	Cody Mosley	Aaron Ryburn

Vice Mayor J. Wood declared a quorum with five (5) Council Members in attendance.

Consent Agenda. Motion by Council Member E. Wood, seconded by Council Member Taylor, moved approval of the Consent Agenda as follows:

- A. Consider approval of minutes of the Special City Council meeting held on May 19, 2015.
- B. Consider approval of minutes of the Regular City Council Meeting held on May 19, 2015.
- C. Consider approval of minutes of the Special City Council Meeting held on May 27, 2015.
- D. Consider approval to deny Tort Claim #200150-ME as recommended by the Oklahoma Municipal Assurance Group (OMAG).

Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Vice Mayor J. Wood declared the motion carried unanimously.

Bid No 2015-03, Information Technology Services. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval of awarding Bid No. 2015-03 for Information Technology Services to NORPS, LLC and authorizing the Mayor to execute a contract. Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Vice Mayor J. Wood declared the motion carried unanimously.

Taloo Music & Arts Festival Agreement. No action.

Appointment to the Citizens Rate and Fee Advisory Committee. Motion by Council Member E. Wood, seconded by Council Member Bothroyd, moved approval Adam Leathers, as Council Member Ed Wood's representative, to the Citizens Rate and Fee Advisory Committee. Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Vice Mayor J. Wood declared the motion carried unanimously.

Mayor's nomination(s) to the Board of Adjustment. Motion by Vice Mayor J. Wood, seconded by Council Member Bothroyd, moved approval of the Mayor's nomination of appointing Kathryn Porter to serve a term expiring March 2017. Council Members entered their votes and the votes were displayed with the following results:

Aye: J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Vice Mayor J. Wood declared the motion carried unanimously.

City Manager's Report. Updated the community on events happening in Guthrie.

Requests/comments from the members of the City Council. Thanked City Manager Breland for her years of service.

Executive Session. Motion by Council Member Taylor, seconded by Council Member E. Wood, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, as follows:

307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a public officer or employee (Interim City Manager)

307(B)(1), for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of a public officer or employee (City Manager)

Council Members entered their votes and the votes were displayed with the following results:

Aye: Gentling, J. Wood, Taylor, Padgett, E. Wood, Bothroyd
Nay: None

Vice Mayor J. Wood declared the motion carried unanimously at 7:15 p.m. Attending Executive Session were Vice Mayor J. Wood, Council Members Taylor, Padgett, E. Wood and Bothroyd, City Manager Breland, Human Resources Director Ahlgren, and City Attorney Shadid.

Reconvene. Vice Mayor J. Wood reconvened the Guthrie City Council Meeting at 8:10 p.m. and stated no action was taken in Executive Session.

Consider action regarding hiring of Interim City Manager. No action.

Consider action regarding hiring of City Manager. No action.

Adjournment. There being no further business for the Guthrie City Council, Vice Mayor J. Wood declared the meeting adjourned at 8:11 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor

MINUTES

CITY COUNCIL MEETING
June 5, 2015

The special meeting of the sixty-third City Council of Guthrie, Oklahoma was posted on Wednesday, June 3, 2015, before 4:00 p.m. and held Friday, June 5, 2015, in the Guthrie City Hall 3rd Floor Conference Room.

Council Member Jeff Taylor called the meeting to order at 4:02 p.m.

Members Present: Jeff Taylor Sharyl Padgett Brian Bothroyd
 E. Wood

Members Absent: Steven J. Gentling Gaylord Z. Thomas John Wood

Staff Present: Sereniah Breland Kim Biggs Jim Ahlgren

Council Member Taylor declared a quorum with four (4) Council Members in attendance.

Executive Session. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval to convene into Executive Session pursuant to the Authority of Title 25, O.S. 2001, Section 307 (B)(1) for the purpose of discussing the employment, hiring, appointment, promotion, demotion, disciplining or resignation of public officer or employee (Interim City Manager). A roll call vote was taken with the following results:

Aye: E. Wood, Taylor, Padgett, Bothroyd
Nay: None

Council Member Taylor declared the motion carried unanimously at 4:03 p.m. Attending Executive Session were Council Members Taylor, Padgett, E. Wood, and Bothroyd, City Manager Breland, and Human Resources Director Ahlgren.

Reconvene. Council Member Taylor reconvened the Guthrie City Council Meeting at 4:30 p.m. and stated no action was taken in Executive Session.

Consider action regarding the Interim City Manager. Motion by Council Member Bothroyd, seconded by Council Member E. Wood, moved approval of appointing Human Resources Director Jim Ahlgren as interim city manager for June 8th only and further authorizes the HR Director to prepare a contract for the Mayor's signature for an interim city manager to begin June 9th. A roll call vote was taken with the following results:

Aye: E. Wood, Taylor, Padgett, Bothroyd
Nay: None

Council Member Taylor declared the motion carried unanimously at 4:31 p.m.

Adjournment. There being no further business for the Guthrie City Council, Council Member Taylor declared the meeting adjourned at 4:32 p.m.

Kim Biggs, City Clerk

Steven J. Gentling, Mayor



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 16, 2015

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval of extending the Lease Agreement with Alvin Graves to expire September 30, 2015.

Summary

The lease agreement for the 80 acres was awarded to Mr. Graves on July 1, 2014 for an annual payment of \$1,801. His current lease expires June 30, 2015. On December 2, 2015, the City entered into a separate agreement with Duit Construction to lease 8 of the 80 acres of land that was currently being leased by Mr. Graves to use during the construction of Highway 33. In exchange for the 8 acres, Council informally agreed to extend the lease with Mr. Graves for two months.

Funding Expected Revenue Expenditure X N/A
Budgeted Yes No X N/A
Account Number Amount
Legal Review N/A X Required Completed Date: 6/10/2015

Supporting documents attached

- Renewal Lease Agreement

Recommendation

Approve extension of the Lease Agreement with Alvin Graves to expire September 30, 2015.

Action Needed Public Hearing X Motion Emergency Clause

RENEWAL AGREEMENT

THIS RENEWAL LEASE AGREEMENT (THE "Lease"), is made and entered into this ____ day of _____, 2015, by and between The City of Guthrie, Oklahoma, a municipal corporation, hereinafter the "LESSOR", and ALVIN GRAVES, hereinafter the "LESSEE".

WHEREAS, LESSOR and LESSEE did enter into that certain Contract Agreement dated July 1, 2014 (the "Lease"); and

WHEREAS, the initial term of the Lease expires on the 30th day of June, 2015; and

WHEREAS, the LESSOR authorizes the LESSEE to extend the term of the Lease for sixty (60) days beyond the expiration of the One (1) year term of the Lease, and

WHEREAS, LESSEE and LESSOR are both desirous of extending the lease term of said Lease for sixty days (60) at this time.

W I T N E S S E T H:

THAT for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows

1. LESSOR does hereby extend the Lease for a term commencing on the 16th day of June, 2015, and ending on the 30th day of September, 2015.
2. In the event any part, portion, provision or provisions of said Lease, or this Agreement are found by a court of competent jurisdiction to be illegal or unlawful, said part, portion, provision or provisions shall be deemed stricken and omitted from said Lease or this Agreement, and the parties shall be bound by the remaining terms thereof, which shall be given full force and effect.
3. The parties hereto agree and acknowledge that the terms of said Lease addressed by this Agreement are hereby modified to reflect the terms contained herein.
4. The parties hereto further agree and acknowledge that, except as modified by this Agreement, the terms of said Lease shall remain in full force and effect.

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

"LESSOR", THE CITY OF GUTHRIE,
a municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

“LESSEE”

By: _____
Alvin Graves



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 16, 2015

Contact

Jessie Bryan,
Purchasing Agent

Agenda Item

Consider approval of the Amendment to Owner - Engineer Agreement with Jackson & Jackson Engineering, Inc. for the Friends of Fogarty Safe Routes to School project.

Summary

On August 25, 2011 the City of Guthrie entered into an agreement with Jackson & Jackson Engineering, Inc. to design the Friends of Fogarty Safe Routes to School project. The Oklahoma Department of Transportation (ODOT) requires inspection and documentation for federal-aid projects. There was a discussion in the beginning of this project of whether City personnel would perform the inspection services or if the City would hire an engineer to do them. It was still not resolved at the time the contract was signed for the design services, so inspection services were not included in the original agreement. The City of Guthrie does not currently have a staff member who can perform these services to meet ODOT requirements and has requested Jackson & Jackson to perform these services on behalf of the City. The amended amount will be paid for by the Safe Routes to School grant.

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 30-30-05-6577 Amount \$6,000.00
Legal Review N/A X Required Completed Date: June 10, 2015

Supporting documents attached

- Amendment to Owner - Engineer Agreement

Recommendation

Approve the Amendment to Owner - Engineer Agreement with Jackson & Jackson Engineering, Inc. for the Friends of Fogarty Safe Routes to School project.

Action Needed Public Hearing X Motion Emergency Clause

This is **EXHIBIT E**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 20, 2011.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No.

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Guthrie
- c. Engineer: Jackson & Jackson Engineering, Inc.
- d. Project: Friends of Fogerty Safe Routes to School

2. *Description of Modifications:*

- a. Engineer shall perform or furnish the following Additional Services:
Daily inspection and record keeping services for the duration of the project.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

3. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ 22,000.00
- b. Net change for prior amendments: \$ 0.00
- c. This amendment amount: \$ 6,000.00
- d. Adjusted Agreement amount: \$ 28,000.00

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

City of Guthrie

By: _____

Title: _____

Date Signed: _____

ENGINEER:



By: John D. Jackson, P.E.

Title: President

Date Signed: May 27, 2015

Page 1

(Exhibit E – Amendment to Owner-Engineer Agreement – Attachment 1)
EJCDC E-500 Agreement Between Owner and Engineer for Professional Services.
Copyright © 2008 National Society of Professional Engineers for EJCDC. All rights reserved.



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: June 16, 2015, Contact: Eric Harlow, Fire Chief

Agenda Item

Consider approval to accept a grant award from the Oklahoma Office of Homeland Security in the amount \$10,975.00 to purchase interoperable radio equipment for the Guthrie Fire Department.

Summary

The Guthrie Fire Department was notified recently of the possibility of the Oklahoma Office of Homeland Security having some surplus grant funding that wasn't spent on other projects. We submitted a request to purchase additional interoperable radios that will enhance our communication with other area agencies. We were notified this week that our request had been approved. The radios purchased will be dual band, 800 MHz/VHF, radios that will allow communication both on our 800 MHz radio system and the VHF system used by the majority of the volunteer fire departments in the area. These will be purchased via the Western States Contracting Alliance contract (WSCA). This is a reimbursement grant.

Funding Expected: X Revenue, X Expenditure, N/A; Budgeted: Yes, X No, N/A; Account Number: 09-09-90-6318, Amount: \$10,975.00; Legal Review: X N/A, Required, Completed Date:

Supporting documents attached

- Sub-Grantee Award Document & Letter
Summary of Approved Items

Recommendation

Approve accepting Oklahoma Office of Homeland Security grant in the amount \$10,975.00 to purchase interoperable radio equipment for the Guthrie Fire Department.

Action Needed: Public Hearing, X Motion, Emergency Clause

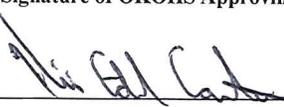


Oklahoma Office of
Homeland Security

Prevent, Protect, Prepare

P.O. Box 11415
Oklahoma City, OK 73136
(405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

SUB-GRANTEE AWARD

Sub-grantee – Required for Reimbursement		Original Award Amount	
FEI#	DUNS #	\$10,975.00	
City of Guthrie Sereniah Breland, City Manager 101 N. Second St. Guthrie, OK 73044		Award Number	
		#550.025	
		Award Effective Date	
		9/11/2013	
Project Period		9/1/2013 – 7/31/2015	
Project Title/IJ		CFDA	
Homeland Security Grant Program Dual Band VHF/800 Radio Project/IJ #5		97.073 (OKOHS # 97.073 - 5900)	
Applicable Funds		Region	
Homeland Security Grant Program FY 2013 (SHSP - Local)		6	
County		Logan	
Method of Payment:		Is Sub-Grantee NIMS Compliant? (Please Check One)	
This is a Reimbursement Grant.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official		Project Contact/ Secondary Authorized Official (If Applicable)	
City or County Official (Mayor, City Manager, County Commissioner)			
Title of Primary Authorized Official		Title of Secondary Authorized Official	
City Manager		Fire Chief	
Name		Name	
Sereniah Breland		Eric Harlow	
Telephone		Cell	
405-282-0496		405-520-2893	
Fax		Telephone	
405-282-0192		405-282-2280	
Email		Fax	
		405-282-0285	
Email		Email	
		eharlow@cityofguthrie.com	
Signature of Primary Authorized Official: (Required)		Signature of Secondary Authorized Official: (Required)	
Date		Date	
The Primary Authorized Official certifies: <ul style="list-style-type: none"> • Legal authorization to accept grants on behalf of the named governmental entity. • Proposed project can be completed by July 31, 2015 • Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto. • All submitted data is true and correct to the best of signatory's knowledge. 			
Special Conditions			
OKOHS Approving Official		OKOHS Contact Information	
Kim Edd Carter		Oklahoma Office of Homeland Security	
Director		P.O. Box 11415	
		Oklahoma City, OK 73136-0415	
Signature of OKOHS Approving Official		Telephone	
		(405) 425-7296	
		Fax	
		(405) 425-7295	



**STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY**

TO: City of Guthrie
Sereniah Breland, City Manager
FROM: Kim Edd Carter, Director *KEC*
DATE: June 2, 2015
RE: Oklahoma Office of Homeland Security 2013 Homeland Security Grant Program;
Dual Band VHF/800 Radio Project; # 550.025

Your agency has been selected to receive \$10,975.00, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2013 Homeland Security Grant Program (the 2013 Program). Among other initiatives, the 2013 Program provides this funding for the purchase of dual band radios.

We have attached Schedule "C", which has a list of the approved items for this grant that should cost approximately \$10,975.00.

The 2013 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2013 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2013 Program is a reimbursement grant. The process requires the following actions:

- (1) Acceptance of the terms and conditions of the 2013 Program including but not limited to those noted on the attached Schedule "I";
- (2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and
- (3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at www.homelandsecurity.ok.gov).

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2013 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on Schedule "I" (each of which is included with this award packet) to OKOHS **ON OR BEFORE June 19, 2015** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Award Memo

Schedule "A"

Page 1 of 2

P.O. Box 11415 Oklahoma City, OK 73136-0415 PHONE 405/ 425-7296 FAX 405/ 425-7295 www.homelandsecurity.ok.gov

Should you have questions or need additional assistance contact Robbie Foster at 405-425-7510 or by e-mail at robbie.foster@okohs.ok.gov or Christina Daron at 405-425-7591 or by email at christina.daron@okohs.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ____ day of _____ 2015:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

Award ID#	Region	Subgrantee	Agency	IJ#	Project Description	Program	State / Local	ITEM (Approval Requested)	Est. Unit Cost	Qty	Total	May 2015 Approvals	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
550.025	6	Guthrie, City of	Fire Dept.	5	Portable Radios	SHSP	Local	APX 7000 XE Model 3 Portable Radio Dual Band VHF/800 Astro Digital, Smart X Promotion, 3 Year Comprehensive Warranty, Rapid Rate Charger	\$ 5,562.00	1.00	\$ 5,562.00	\$5,562.00	\$ 10,975.00	\$ 10,975.00	\$ -	\$ 10,975.00
550.025	6	Guthrie, City of	Fire Dept.	5	Portable Radios	SHSP	Local	APX 7500 Mobile Radio, Dual Band 800/VHF, Dual Head Astro Digital, 05 Control Head Low Profile 800 Antenna, Smart X Promotion, 3 Year Comprehensive Warranty	\$ 5,413.00	1.00	\$ 5,413.00	\$5,413.00				

KEC
 6-2-15



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	June 16, 2015	Jessie Bryan,
<input type="checkbox"/> GPWA		Purchasing Agent
<input type="checkbox"/> Other: _____		

Agenda Item

Consider approval of awarding Bid No. 2015-06, FY2015 Street Capital Improvement Project to the low bid of \$248,275 to Rudy Construction Company, Oklahoma City, Oklahoma, and authorizing the Mayor to execute a contract.

Summary

The City of Guthrie Street Committee met on Thursday, February 12, 2015, discussed and approved the paving and resurfacing of the streets recommended by the Streets Superintendent, which included: Ward I - Walnut, Cooksey south to Softball Field; Ward II - Perkins, Pine St. to Capital St., Poplar, Lincoln to Grant; Ward III - Commerce Blvd. On April 7, 2015, the City Council authorized the Purchasing Agent to solicit bids for the FY2015 Street Capital Improvement Project. A bid notice was published in the Guthrie News Leader on April 30 and May 7, 2015, ten (10) bid packets were mailed to interested parties, and a notice was posted to the City's website. The bids were opened on Thursday, May 21, 2015 at 2:00 p.m. Two (2) bid proposals were received. The bid tabulation for the bidding vendors is as follows:

\$248,275 Rudy Construction, Oklahoma City, OK
\$265,000 TJ Campbell Construction, Oklahoma City, OK

Funding Expected	<input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Expenditure	<input type="checkbox"/> N/A
Budgeted	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Account Number	<u>54-55-12-6521</u>	Amount	<u>\$248,275</u>
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Bid Tabulation Sheet

Recommendation

Approve awarding Bid No. 2015-06, FY2015 Street Capital Improvement Project to Rudy Construction Company and authorize the Mayor to execute a contract.

Action Needed Public Hearing Motion Emergency Clause

BID TABULATION SHEET

**OPENED: Thursday, 2 pm
May 21, 2015**

**STREET CIP
BID #2015-06**

VENDOR	AFFIDAVITS/ Bid Bond	TOTAL BID PRICE
Rudy Construction Oklahoma City	Yes/Yes	1. 82,280 2. 38,080 3. 22,600 4. 105,315 Total: 248,275
T.J. Campbell Oklahoma City	Yes/No	1. 85,000 2. 40,000 3. 25,000 4. 115,000 Total: 265,000



Agenda Item Cover Letter

Meeting

X City Council
GPWA
Other:

Date of Meeting

June 16, 2015

Contact

Kim Biggs,
City Clerk/Treasurer

Agenda Item

Consider approval of City-County Civil Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Summary

The proposed renewal agreement is entering into a Mutual Aid Agreement with the Logan County Commissioners to provide emergency management aid and assistance in cases of disaster too great to be dealt with unassisted. The proposed agreement is the same as Fiscal Year 2014 with the exception of changing the annual compensation from \$10,000 to \$13,000 as proposed by Civil Defense Director David Ball.

Funding Expected Revenue X Expenditure N/A
Budgeted X Yes No N/A
Account Number 01-01-00-6371 Amount \$13,450 (includes telephone service)
Legal Review X N/A Required Completed Date: (same as last year)

Supporting documents attached

- City-County Civil Defense Agreement

Recommendation

Approve the City-County Civil Defense Agreement between the City of Guthrie and Logan County Board of Commissioners.

Action Needed Public Hearing X Motion Emergency Clause

**CITY-COUNTY CIVIL DEFENSE
AGREEMENT**

This Agreement is entered into by and between the City of Guthrie, Oklahoma, a municipal corporation, hereinafter referred to as the “City”, and the Board of Commissioners of Logan County, Oklahoma, hereinafter referred to as the “County”.

WITNESSETH

WHEREAS, the City and the County desire to enter into a Mutual Aid Agreement pursuant to Title 63, Oklahoma Statutes 1991, Section 683.12, to provide for reciprocal Emergency Management aid and assistance in cases of disaster too great to be dealt with unassisted; and

WHEREAS, the City desires to use the services of the County Emergency Management Office for the purposes of providing Emergency Management assistance to the inhabitants of the City of Guthrie, Oklahoma; and

WHEREAS, the County desires to offer the services of its Emergency Management Office to the inhabitants of the City.

NOW, therefore, in consideration of the payment to be made by the City to the County, and the provision of certain equipment, by the City to the County, the mutual covenants and agreements of the parties hereto, and for other valuable consideration, it is mutually agreed by and between the City and the County as follows:

ARTICLE 1. - DURATION

The County agrees to provide Emergency Management services to the City for a period of one (1) year commencing July 1, 2015 and ending June 30, 2016 however, due to fiscal year constraints upon City government as set forth in the statutes and in the Guthrie City Charter, the City shall have the right to terminate this agreement on September 30, 2015, if it so desires, and in such event, the County shall be relieved of any and all responsibility thereafter, and shall be entitled a pro-rata share for services rendered.

ARTICLE II. - CONSIDERATION

The City, in addition to providing certain equipment to the County, as more fully described in Exhibit “A” attached hereto, agrees to pay the aggregate sum of Thirteen Thousand Dollars (\$13,000.00) divided into four (4) equal quarterly installments to the County in return for the County’s agreement to provide quality Emergency Management services to the City.

ARTICLE III. - RESPONSIBILITY OF THE CITY

The sole consideration from the City shall be the equipment and monies referred to herein as more fully described in Exhibit "A", attached hereto, in the performance of the Emergency Management services contemplated herein.

The City, in addition to the aforesaid consideration, agrees to continue to pay for basic monthly telephone service for Emergency Management use for one (1) telephone located at the Logan County Courthouse Annex, 312 East Harrison Street, Guthrie, Oklahoma, so that the Emergency Management telephone number (405) 282-0494, shall remain in effect during the term of this Agreement. In addition, the City agrees to furnish one (1) basic cable television drop for basic cable television service only to the County at the Logan County Courthouse Annex for Emergency Management use provided that Cox Communications continues to supply such basic cable television drop and basic television service to the City at no cost to the City. The City shall maintain insurance coverage on equipment that is described in Exhibit A which is owned by the City to be used for Civil Defense purposes.

The City, in order to discharge its obligation under Title 63, Oklahoma Statutes 1991, Section 683.11 to provide for a local organization for Emergency Management in accordance with the State Emergency Management Plan and program, hereby confers on the County and the Logan County Emergency Management, the authority to carry out the City Emergency Management planning obligations and their responsibilities in accordance with said statute and this Agreement. The City agrees to pay to the County all State and Federal emergency management funds, if any, received by the City which are intended to be used for the Logan County Emergency Management.

The obligation of the City for the services contracted for in the Agreement shall not, under any circumstances, exceed the sum of Thirteen Thousand Dollars (\$13,000.00) plus the cost for basic monthly telephone service for Emergency Management use for the duration of this Agreement.

ARTICLE IV. - RESPONSIBILITY OF COUNTY

County agrees that its Office of the Emergency Management will employ accounting methods which conform to state and federal law and generally accepted accounting principles. County further agrees to make every reasonable effort to assure effective budget oversight and cost control over the Emergency Management budget.

County will submit a claim on a quarterly basis, based on City's fiscal year calendar, to the City for the cost of the services expended by the Emergency Management office during the quarter in which payment is claimed. The quarterly claim shall not exceed one-fourth (1/4) of the City's amount stated in Article II, above.

County will be solely responsible for the management of the Emergency Management Office including, but not limited to, office space, long distance telephone charges, personnel employment, payroll, worker's compensation insurance, FICA, unemployment, and any and all employee expenses.

County agrees that should it become necessary during the term of this Agreement to hire, dismiss, or discipline Emergency Management personnel, the City may authorize its representative to address the Logan County Board of County Commissioners to voice its input. County will be solely responsible for the selection, discipline, or termination of this County employee.

County will be solely responsible for the procurement, operation and maintenance of any and all equipment in the performance of the services contemplated herein other than owned by the City and described in Exhibit "A" attached hereto.

Emergency Management as described herein is a system that provides protection of life and property in the event of an emergency or disaster. It includes programs, capabilities, and organized response to mitigate, plan and prepare for, respond to and recover from the effect of an emergency or disaster.

Emergency Management coordinates and directs the planning, organization, control, and implementation of local emergency management activities. Such activities may include but shall not be limited to the development of a severe storm spotters network, designed to provide advanced/early warning of impending severe weather threats to the community; coordination with community officials and with the Oklahoma Department of Civil Defense Emergency Management as necessary to insure the effective administration of the emergency management program; management, operation and maintenance of the emergency operations center; establishment and maintenance of agency policies and communications procedures for all jurisdictional employees and volunteers; coordination, development, and implementation of the Emergency Operations Plan for this jurisdiction; update of the EOP that pertains to Hazardous Materials Incidents; preparation and distribution of disaster preparedness material to the citizens of this jurisdiction, with the intent of offering an appropriate means of educating the community as to how they may prepare for and protect themselves from the consequences of such potentially dangerous disasters; coordination of the development and implementation of a disaster preparedness and training program for jurisdictional employees and volunteers, specifically for the purpose of educating each, of their responsibilities during emergency and/or disaster operations; coordination of the actions and use of jurisdictional assets during exercises and actual occurrences.

Further, County agrees to abide by the state plan that sets forth the organizations, administration and functions for the Emergency Resources Management Plan, as defined by Title 63, Oklahoma Statutes 191, Section 683.3.

Entered into this _____ day of _____, 2015.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, OKLAHOMA

Marvin Goodman

Michael Pearson

Monty Piearcy

ATTEST: (Seal)

County Clerk

CITY OF GUTHRIE, OKLAHOMA
A Municipal Corporation

Steven J. Gentling, Mayor

ATTEST: (Seal)

City Clerk

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

City Attorney

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

District Attorney

EXHIBIT "A"

Equipment owned by the City of Guthrie to be used for Civil Defense purposes.

- 2 book shelves
- 1 metal desk (gray)
- 1 XTL2500 Dash Mount Mobile Radio with Smartzone, P25, 3 DB Gain Antenna
- 1 XTS2500 Model II W/25 Portables
- 1 Single Unit Impres Desk Charger
- 2 XLT2500 Control Station with Smartzone, P25, Control Station Power Supply, Desk Microphone
- 1 Antenna Network PD EOC Room
- 1 Antenna Network
- 1 Motorola Mobile Radio (SN# 514CMZ1934)



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting June 16, 2015	Contact Cody Mosley, Community & Economic Development Director
--	---	--

Agenda Item

Discussion and possible action on Lease Agreement between the City of Guthrie and Dream Portal Productions for the Taloa Music & Arts Festival.

Summary

The Taloa Music & Arts Festival (Taloa) is organized through Dream Portal Productions. Taloa has requested to lease specific downtown streets for stage and performance areas and Mineral Wells Park for camping as part of planned concert activities on September 26th, 27th, and 28th, 2015.

The Guthrie Convention and Visitor Bureau Board supports Taloa Music & Arts Festival as a way to attract tourism and increase business for Guthrie merchants. Taloa hopes to attract as many as 5,000 visitors to Guthrie, and is expected to increase activity for local businesses.

Staff has provided a document with general information about the event, including a list of frequently asked questions regarding the activities associated with this music event.

Funding Expected	_____ Revenue	_____ Expenditure	_____ N/A
Budgeted	_____ Yes	<input checked="" type="checkbox"/> No	_____ N/A
Account Number	_____	Amount	_____
Legal Review	_____ N/A	<input checked="" type="checkbox"/> Required	Completed Date: <u>5/27/2015</u>

Supporting documents attached

- Lease Agreement between the City of Guthrie and Dream Portal Productions for Taloa Music & Arts Festival
- Exhibits A & B
- Letter of Support from Guthrie CVB Board
- Taloa Festival Information & FAQ

Recommendation

Approve the Lease Agreement between the City of Guthrie and Taloa Music & Arts Festival.

Action Needed _____ Public Hearing Motion _____ Emergency Clause

LEASE AGREEMENT

THIS AGREEMENT, made by and between the CITY OF GUTHRIE, OKLAHOMA, a municipal corporation, Lessor, hereinafter the "CITY," and the Dream Portal Productions, LLC., Lessee, hereinafter the "FESTIVAL."

WHEREAS, the CITY is interested in expanding tourism and economic development and wishes to develop and make available certain properties owned by the CITY, hereinafter the "PREMISES," that are suitable for use by the FESTIVAL; and

WHEREAS, the FESTIVAL desires to host the TALOA MUSIC & ARTS FESTIVAL, hereinafter the "EVENT," within the CITY, due to the historical appeal of the area, the spirit of cooperation and assistance expressed, and the quality of existing facilities available; and

WHEREAS, the parties wish to agree in advance on the terms and conditions of a Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenant and conditions set forth herein, the CITY and the FESTIVAL agree that:

I. TERM AND RENEWAL

The term of the lease shall be September 24th through September 27th, 2015 unless otherwise agreed upon by both parties. If the FESTIVAL ever fails or refuses to satisfy its obligations under the LEASE, the lease shall terminate effective immediately at the sole option of the CITY.

II. PREMISES

The CITY, in consideration of the obligation of FESTIVAL to pay the sums as provided in the LEASE, and in consideration of the other terms, provisions and covenants hereby leases to the FESTIVAL the PREMISES described in Exhibit "A" attached hereto and incorporated herein by reference. The FESTIVAL agrees that at the end of each EVENT, it shall deliver the PREMISES to the CITY in the same condition as it was at the inception of the LEASE, normal wear and tear excepted.

The CITY acknowledges that the FESTIVAL intends to utilize the PREMISES described in Exhibit "B" for the operation of a campground with tent camping sites. In addition to camping use, the campground portion of said PREMISES, hereinafter the "CAMPGROUND," will contain portable restroom and shower facilities, concessions and support facilities provided by the FESTIVAL.

III. RENT AND RECOVERABLE COSTS

As rental for the use of the PREMISES, in addition to the other things required of the FESTIVAL, the FESTIVAL shall remit the rental provided herein, or so much of it that may be due after adjustments allowed in Part VI, and all other charges due under this LEASE, to the CITY no later than thirty (30) days after the close of the EVENT.

If the Event is canceled for any reason not the fault of the FESTIVAL and which is not covered by event insurance, neither the CITY nor the FESTIVAL shall be responsible to the other party for costs spent in preparation or fulfillment of the EVENT. If the EVENT is canceled for any other reason, the CITY shall be entitled to recover from FESTIVAL those reasonable costs incurred in connection with the services provided exclusively for the benefit of the FESTIVAL.

FESTIVAL agrees to make a donation in the amount of \$10,000 to the Guthrie Educational Foundation due no later than thirty (30) days after completion of the FESTIVAL.

IV. IMPROVEMENTS TO PREMISES

The CITY agrees that the FESTIVAL may install improvements upon the PREMISES. The FESTIVAL agrees that prior to commencing any construction or installation of any improvements, it shall furnish the CITY with a site plan showing the type and location of facilities. The location of all improvements shall be subject to approval by the CITY, provided that said approval shall not be unreasonably withheld. The approved site plan shall be incorporated into this LEASE and identified as Exhibit "A" hereto.

Any improvements installed upon the PREMISES by the FESTIVAL, its employees, agents or contractors, shall remain the property of the FESTIVAL, subject to the provisions herein. Upon the termination of this LEASE, regardless of cause, the FESTIVAL shall, at its sole cost and expense, remove such improvements within a reasonable time. In the alternative, the parties may agree in writing that some or all of the improvements may remain on the PREMISES for use during future events. Should it become necessary for the CITY to direct the removal of some or all of the improvements, and should the FESTIVAL fail or refuse to remove the same within the time limits directed by the CITY, then such improvements shall become the property of the CITY. The FESTIVAL agrees to immediately reimburse the CITY for the cost or expense incurred in removing or having removed such improvements.

Except as provided in Part V of this LEASE, the CITY shall install, have installed, provide or maintain, at its expense, the following improvements or services to the PREMISES described in Exhibit "A":

- a) Adequate water distribution and hydrants in the CAMPGROUND.
- b) A location where lessee can place portable waste units near CAMPGROUND.

V. CHARGES FOR SERVICE

All monies collected by the FESTIVAL arising out of the EVENT conducted on the leased PREMISES, including but not limited to camping fees, concession fees or other charges or sources of income not otherwise specified in said LEASE, shall belong to the FESTIVAL. It is expressly agreed that the rent paid to the CITY as provided in Part III of said LEASE shall be in lieu of all charges and fees for water consumption for the CAMPGROUND and includes payment for use of the land and improvements. The FESTIVAL shall remit payment for all charges and fees for electrical consumption for the CAMPGROUND directly to CITY. FESTIVAL is responsible for all electricity costs up to \$15,000 payable within fourteen (14) days within billing by the CITY. Charges for solid waste services within the CAMPGROUND shall be the responsibility of the FESTIVAL.

The CITY reserves the right to charge the end users for all other services, including but not limited to sanitary sewer service, consumed on the PREMISES or at any such location where the CITY deems it appropriate to provide the service, and to collect and retain all charges and fees.

VI. RISK AND EFFECT OF FLOODING TO CAMPGROUND

The CITY hereby advises the FESTIVAL, and the FESTIVAL acknowledges, that the PREMISES described in Exhibit "B" including the CAMPGROUND, are located within the flood plain of Cottonwood Creek and are subject to periodic flooding. In the event of flooding prior to the LEASE term or any renewal thereof which inundates, damages or alters the CAMPGROUND such that it is not useable for its intended purpose, then in that case both the CITY and the FESTIVAL shall be relieved of their respective obligations to perform under this LEASE as to said CAMPGROUND. All other provisions of this LEASE shall continue in full force and effect. In the event of flooding during the LEASE term, the CITY may, in its sole discretion and judgment, order the FESTIVAL to vacate part or all of the CAMPGROUND, and upon receipt of said order, the FESTIVAL shall cooperate with the appropriate authorities to have all persons and personal property removed from the CAMPGROUND. In that case, the CITY promises and affirms to the FESTIVAL to use its best efforts to provide alternative locations for use as temporary camping facilities for the EVENT, if the FESTIVAL does not cancel the EVENT. Alternative locations may include, but shall not be limited to, municipal parks and other CITY owned properties which the CITY deems appropriate for use.

VII. INDEMNIFICATION AND INSURANCE

The FESTIVAL agrees to indemnify the CITY, its agents and employees from any injury to persons or damage to property of whatsoever nature and howsoever caused arising out of the condition of the CAMPGROUND, or the FESTIVAL's use and occupancy of the PREMISES, including but not limited to the construction, operation or removal of any of the improvements or facilities installed by the FESTIVAL. The FESTIVAL agrees to save and hold the CITY harmless from any liability, judgments, causes of action, loss, expense or claims, including attorneys' fees, arising out of any such injury or damage.

The FESTIVAL shall, at its sole expense, keep in effect during the term of this LEASE the following insurance, in occurrence form, with an insurance company or companies authorized to do business in the State of Oklahoma:

- a) One Hundred Thousand Dollars (\$100,000.00) for any claim for bodily injury arising out of a single act, accident or occurrence; and
- b) One Million Dollars (\$1,000,000.00) for any number of claims for bodily injuries arising out of a single occurrence or accident; and
- c) Twenty-five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of property arising out of a single act, accident or occurrence.

The FESTIVAL shall furnish to the CITY a certificate of insurance showing compliance with the terms of this Part no less than sixty (60) days before the start of this LEASE.

The FESTIVAL shall furnish to the CITY a certificate of insurance coverage showing compliance with the terms of this Part, and providing for not less than ten (10) days' notice to the CITY of cancellation or modification of the terms of coverage.

The FESTIVAL may, but is not required, to obtain event insurance to protect the FESTIVAL from cancellation of the EVENT due to natural disaster or unforeseeable circumstances. Said insurance shall be paid for by the FESTIVAL.

VIII. OTHER ASSURANCES AND CONDITIONS

The FESTIVAL agrees to cause itself and its employees, contractors, subcontractors, agents and volunteers to comply at all times during the term of this LEASE with all applicable federal, state and local laws, including environmental laws and regulations, and to avoid using the PREMISES in any manner that would constitute waste or nuisance. The FESTIVAL shall not permit open fires within the CAMPGROUND unless a Burn Permit has been secured from the Guthrie Fire Department.

The CITY retains the right to enter the PREMISES at any time to assess compliance with the terms of this LEASE.

CITY personnel and vehicles shall at all times have unrestricted ingress and egress to the PREMISES for the purposes of protecting or preventing damage to its real or personal property or infrastructure, or for providing services to the EVENT or its patrons.

In the event the FESTIVAL fails to comply with the ordinances of the City of Guthrie or the provisions of this LEASE, or fails or neglects to maintain the PREMISES as required, the CITY may terminate this LEASE upon giving written notice of noncompliance to the FESTIVAL and not less than three (3) days to remedy noncompliance.

The FESTIVAL agrees to provide the volunteers, employees or workers sufficient to conduct the EVENT on the PREMISES. The CITY agrees to provide the employees or workers sufficient time to fulfill its obligations under this LEASE. Festival Promoter agrees to rebate all city personnel costs associated with and including promotion of Festival.

The FESTIVAL may enter into agreements with other parties for the installation of improvements and facilities, for the operation of concessions, for providing sanitary and restroom facilities and for other services deemed necessary or desirable by the FESTIVAL. Neither the permission granted herein to enter such agreements or arrangements, nor the instruments themselves, shall operate to release the FESTIVAL from any of its obligations under said LEASE.

The FESTIVAL shall not discriminate against persons or vendors on the basis of race, color, religion, sex, national origin, age or disability in admission to, or participation in, the activities of the EVENT.

This LEASE shall not be assigned by the FESTIVAL without the prior written consent of the CITY.

The CITY will provide or perform the following, but not limited to:

- a) City property located Downtown, specifically:
 - I. Wentz Street between Harrison Avenue and Oklahoma Avenue (vehicle access on Harrison Ave. and Oklahoma Ave.)
 - II. Second Street between Vilas Avenue and the Post Office Entrance on South Second Street (Post Office access for customers and staff will not be blocked)
 - III. Harrison Avenue between First Street and Third Street
 - IV. First Street between Harrison Avenue and Oklahoma Avenue and north of Oklahoma Avenue to Noble Avenue (vehicle access on Oklahoma)
 - V. Cleveland Avenue from First Street and Second Street
- b) Approve any street closures and/or public property access infringements
- c) Approve and/or review press releases, promotional, marketing, etc.
- d) City reserves right to call the event due to any severe weather

The FESTIVAL will provide or perform the following, but not limited to:

- a) Provide free booth space rental at festival site for Guthrie brick & mortar stores

- b) 500 tickets available for sale in local businesses with FESTIVAL receiving all ticket sale proceeds
- c) Sales tax to be reported on all ticket sales with location of sale designated as Guthrie, Oklahoma
- d) Sales tax to be reported on all applicable merchandise, services, food, and taxable goods
- e) Reimburse City staff labor during work hours and overtime and provide adequate notice of needs
- f) Provide adequate fencing for event entry
- g) Any equipment that Municipal Services uses during prep will be reimbursed at FEMA rate by production team
- h) Fund mowing, tree trimming, land improvements, and all site preparation
- i) Fund all medical or law enforcement personnel, minimum needs will be set by the City
- j) Identify and coordinate adequate parking site

IX. NOTICE

Whenever notice is to be given under the terms of this LEASE, or payments are to be made, said notice or payment shall be deposited first-class, postage paid, with the United States Postal Service, and addressed to the following:

For the CITY: City Clerk
 City of Guthrie
 101 N. Second Street
 P.O. Box 908
 Guthrie, OK 73044-0908

For the FESTIVAL: Dream Portal Productions, LLC.
 P.O. Box 5174
 Edmond, OK 73083

IN WITNESS WHEREOF, the parties have caused the execution of this LEASE in the name and on behalf of their respective entities this ____ day of _____, 201__.

CITY OF GUTHRIE, OKLAHOMA

 Mayor

ATTEST: (Seal)

City Clerk

APPROVED AS TO FORM:

City Attorney

For FESTIVAL:

President
Dream Portal Productions, LLC.

ATTEST: (Seal)

Secretary

Exhibits A & B

EXHIBIT A

Wentz Street between Harrison Avenue and Oklahoma Avenue (vehicle access on Harrison Ave. and Oklahoma Ave.)

Second Street between Vilas Avenue and the Post Office Entrance on South Second Street (The Post Office access for customers and staff will not be blocked)

Harrison Avenue between First Street and Third Street

First Street between Harrison Avenue and Oklahoma Avenue, and north of Oklahoma Avenue to Noble Avenue (vehicle access on Oklahoma)

Cleveland Avenue from Division Street to Second Street



EXHIBIT B

Area known as "Mineral Wells Park" to be used for camping purposes



Council Members:

The Guthrie Convention and Visitor Bureau (CVB) Board voted unanimously to support the efforts of the Taloa Music Festival and looks forward to its cultural and economic contribution to the City of Guthrie. The CVB purpose is to “promote general interest in and for the City of Guthrie; to improve conditions of all types of businesses in and around Guthrie; by increasing visitors and tourism in Guthrie...” set forth by Ordinance 3263. This festival, we feel, has the opportunity to achieve results that are in accordance with the purpose of the CVB such as, but not limited to increasing visitors, promoting tourism, generating customers for merchants, and providing marketing for our community. We ask that you honor the current contract with the Oklahoma International Bluegrass Festival, and allow the opportunity for more music festivals to be held in Guthrie as long as they agree to meet the standards that ensure a quality production.

The festival anticipates to bring in no more than 5,000 patrons to the downtown area from September 25th-28th for a music and art festival that will welcome approximately 60 artists from multiple states.

There will be three stages located in the historic district:

- N. First and E. Cleveland (near American Legion)
- S. Wentz and E. Oklahoma (near Double Stop Fiddle Shop)
- West Harrison and S. Second (near Publishing Museum)

The applicant has requested that the following streets be blocked from vehicular traffic on 6:00 pm on Thursday, September 24 until 7:00 am Monday, September 28.

- Wentz between Harrison and Oklahoma (vehicle access on Harrison and Oklahoma)
- Second between Vilas and the Post Office Entrance on S. Second (The Post Office access for customers and staff will not be blocked)
- Harrison between First and Third Street
- First Street between Harrison and Oklahoma and north of Oklahoma to Noble (vehicle access on Oklahoma)
- Cleveland from Division to Second Street

Our recommendation is that there will be adequate medical and security staff contracted by the promoter. Additionally, the promoter will make a donation of \$10,000 to the Guthrie Education Foundation within 30 days of completing the festival.

We recognize the importance of the Oklahoma International Bluegrass Festival, which historically takes place on the first weekend in October in conjunction with Guthrie Art and Wine Escape, and its promotion of Guthrie over the past nineteen years. We feel that, though the two music events will be a week apart, both can be successful and productive, supporting the purpose of the CVB.

Sincerely,



Debbie Prather
Chairman, Convention and Visitors' Bureau Board

Information

Taloea will contract in a \$10,000 guarantee to the City of Guthrie for our first year (prefer total sum of donation to be allotted to Guthrie Educational Foundation). We intend to make a huge impact over the next several years on the local Guthrie economy and education system.

GUTHRIE LOCAL BUSINESS & MERCHANT MARKETING PLAN

- a) If anybody is interest in carrying licensed TALOA merchandise please contact us at hello@taloafestival.com.
- b) If your place of business will be open for business during the festival and is interested in selling products and/or services, we encourage you to do so and please contact us so we can help promote your business! We will include you in our marketing materials, including the information packet about the event and the City of Guthrie. We hope you can maximize any commerce opportunities from our event and we want to help you achieve your goals by giving you more information about what to expect regarding forecasted marketing expectations regarding how many goods to stock in your inventory for the weekend, helping development of a strategy to sell targeted products for the event to ensure your sales are maximized by product and customer strategies. We encourage merchant displays outside of storefronts and at preplanned satellite locations so that we may fill the need for consumer goods and services by local vendors and merchants alone. The goal is build a long term bond with patrons, artists and other guests with the City of Guthrie and community members for this event to maximize the experience for all parties. We all know the best business is good for all parties. And our patrons will have needs and wants regarding consumer needs. We are here to help you plan for this event.
- c) Satellite merchant booths are encouraged and an opportunity to share Guthrie culture first-hand with the visitors. We believe Guthrie culture is much more than the history and one-of-a-kind architecture; we believe Guthrie culture is in the spirit of the people. Because of this, it is imperative to leave some Guthrie, OK with every visitor by interaction and commerce. The General Manager at Trotter Overhead Door always tells me to “leave a little Oklahoma with the people I visit.” This is because we are a friendly high-character culture that prides ourselves in community and family first. Let’s show these visitors the essence of Oklahoma culture here in the ORIGINAL Capital City of Oklahoma.
- d) Satellite merchants need to register by emailing hello@taloafestival.com with details of merchant plans. From there, we will ensure that your satellite location is available to all patrons by being listed in the directory as well as a map location on the site map in the info guide during and before the event.
- e) Merchant booths outside of storefronts need to register by emailing hello@taloafestival.com ; however, like satellite merchants, sidewalk merchants are highly encouraged to have in-person meetings with TALOA marketing staff members regarding strategy for merchant sales and marketing efforts.

TALOA INFORMATION & FAQ

- f) Property owners and landlords as well as other interested and authorized parties are encouraged to contact hello@taloafestival.com if interested in hosting VIP parties, venues for acoustic and local artists. Again, we want to utilize the beautiful structures in Downtown Guthrie as well as showcase Guthrie, OK culture and people.
- g) Gift Packages for artists performing at the event will be given on behalf of the City of Guthrie, thanking them for performing. This gift package will consist of local Guthrie merchants

Local residents and community members interested in volunteering or getting involved please contact us at sam@taloafestival.com.

Local businesses and organizations interested in being a sponsor or partner please contact us at lauren@taloafestival.com.

Frequently Asked Questions

1. **Q:** Capacity of patrons for event?
A: 5,000 patrons max capacity.
2. **Q:** Time Frame?
A: Thursday 6:00pm Sept. 24th (see specific stage locations) – Monday, 7:00am, Sept. 28th
3. **Q:** Is it going to block off the post office?
A: No, see attached site map for street closures.
4. **Q:** Stage locations?
A: See stage locations on site map.
5. **Q:** Where will people park for the event?
A: See attached site map for parking plans. (Downtown and rail yard?)
6. **Q:** What lodging options will be offered for artists, patrons and staff?
A: Lodging will be 100% local. Please email any lodging options available to collin@taloafestival.com as we intend to use Guthrie lodging options only.
7. **Q:** Who will be in charge of production?
A: OKC Backup, a local family company in business for 27 years, will be providing all stage, sound and other production needs. They have worked with Leon Russell over 100 times and they are Oklahomans for three generations. A father and two sons operate that business.

TALOA INFORMATION & FAQ

8. **Q:** Who will provide medical services?

A: JamCare Medical, a medical company specializing in festival and event medical needs, will have full-time event staff, EMT, on site doctors for the entire term of the event. (See contract)

9. **Q:** Who will provide security?

A: OKC Backup is contracting out local security options. We will have off-duty and on-duty police officers monitoring the entire event at all times.

10. **Q:** What is the projected community and economic impact for Guthrie?

A: We plan to set a new precedent for economic and community develop that will take place for the City of Guthrie in the City of Guthrie. Not including the \$10,000 donation, we are planning for the largest economic development plan in Guthrie history. The five year plan will be a product of our first year success. The theme of the development plan is to showcase Guthrie culture, community and the unique people that make Guthrie what it is. By intermingling the visitors with the local community, we are confident that we can make Guthrie a hallmark festival and arts destination because of the momentum Guthrie has already started and the exciting future ahead of us.



Agenda Item Cover Letter

Meeting <input checked="" type="checkbox"/> City Council <input type="checkbox"/> GPWA <input type="checkbox"/> Other: _____	Date of Meeting June 16, 2015	Contact Cody Mosley, Community & Economic Development Director
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Agenda Item

Discussion and possible action of Resolution No. 2015-10 to waive selected Sections from the Guthrie Code of Ordinances during the Bike MS Event to be held September 26-27, 2015, at Highland Park.

Summary

In order to promote enjoyment and encourage maximum community and business-owner participation of the National MS Society’s Bike MS event, the City wishes to provide a temporary waiver of two articles within the Guthrie Code of Ordinances concerning alcohol consumption inside of a public park and park closure time. The time frame for this waiver is proposed to be Saturday, September 26th from 12pm until 8am on September 27th, 2015.

The articles proposed to be waived will now allow for alcohol consumption inside of Highland Park, but not within the confines of the municipal swimming pool area, and will suspend the closure of the park at 10:30pm for September 26, 2015.

The City encourages business owners and residents to participate in this unique event, and to feel comfortable going a bit further in playing an active part in displaying our community to all the visitors who will be coming to our community.

Funding Expected	_____ Revenue	_____ Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	_____ Yes	_____ No	<input checked="" type="checkbox"/> N/A
Account Number	_____	Amount	_____

Supporting documents attached:

- Resolution No. 2015-10
- Request letter from National MS Society
- Guthrie City Code: Chapter 15, Parks and Recreation; Sections 17 & 30-31

Recommendation

Approve Resolution No. 2015-10

Action Needed _____ Public Hearing Motion _____ Emergency Clause

RESOLUTION NO. 2015-10

RESOLUTION TEMPORARILY SUSPENDING SELECTED SECTIONS OF THE GUTHRIE CODE OF ORDINANCES DURING THE NATIONAL MS SOCIETY'S BIKE MS EVENT ON SEPTEMBER 26-27, 2015

WHEREAS, the City of Guthrie (the "City") will be the location of the Bike MS event (the "Event"), which will be held in the City's Highland Park area; and,

WHEREAS, in connection with the planning and administration of the Event, the City of Guthrie wants to encourage the spirit and enjoyment by the residents and business owners in the BIKE MS event; and

WHEREAS, to encourage resident and business owner participation in the festivities, the City of Guthrie will waive selected sections including requirements and penalties of the Guthrie Code; and

WHEREAS, the City wishes to suspend the selected activities for a finite period of time, from 12pm on September 26th, 2015 to 8am on September 27th, 2015; and,

WHEREAS, the selected Sections of the Code of Ordinances to be waived include the following:

- Ch 15 Section 30-31 Parks – Hours of Operation
- Ch 15 Section 17(B)(3)(x) Parks – Possession or Consumption of Alcohol

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF GUTHRIE, that the City Council temporarily suspends the Sections of the Code of Ordinances described above during the time from 12pm on September 26th until 8am on September 27th, 2015.

Passed by the Mayor and City Council of the City of Guthrie on the _____ day of June, 2015.

Steven J. Gentling, MAYOR

ATTEST:

Kim Biggs, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney



Attention: Honorable Mayor and City Council
P.O. Box 908, Guthrie, OK 73044

RE: Bike MS: The Road Divided – Alcohol Consumption Ordinance Temporary Suspension

Honorable Mayor and City Council,

The Oklahoma Chapter of the National MS Society would like to request that the ordinance regarding alcohol consumption in the Highland Park be temporarily suspended on Saturday September 26th from 12pm – 10pm.

The National MS Society, Oklahoma is gearing up for the 30th Anniversary Bike MS: The Road Divided on September 26-27, 2015. This annual event brings together hundreds of cyclists riding over 150 miles through Central Oklahoma to raise funds and awareness for multiple sclerosis. Bike MS: The Road Divided is the largest annual fundraising event in Oklahoma for the National MS Society with a goal of \$540,000 this year. Funds raised support MS research as well as programs and services that directly impact more than 11,200 Oklahomans affected by this disease. It is with the dedication and support of local business and individuals, that we are able to reach this goal and raise funds for multiple sclerosis.

The Bike MS team/participants have chosen Guthrie as an ideal place for our evening encampment, and have been working with City of Guthrie staff over the past couple months to plan the set up for this at Highland Park for September 26th. We anticipate about 800 people (500 cyclists, 250+ volunteers, staff and our logistics crew) to be in Guthrie on that evening. Our cyclists enjoy un-winding with their teams and friends and having alcohol has been a part of the overall experience our participants enjoy and look forward to....it's sort of become a "cultural" component to a lot of our teams on Friday and Saturday night. We have only served 3 point beer in the past that is donated by Anheuser Busch. We have signage for risk management purposes clearly stating that no one under age 21 is permitted to consume alcohol. We also use wristbands to clearly identify who is consuming and monitor consumption. All of the alcohol is donated, therefore it is not sold at the event as this is against our policies. Water, soft drinks, Gatorade, tea, coffee, etc. will be provided to those who do not wish to consume alcohol as well as underage participants.

Thank you for your consideration and the opportunity to enjoy all of the wonderful things our first State Capitol has to offer.

Best Regards,

Ray M. Mack
Regional Vice President
Development Oklahoma/Arkansas
Cell 918-284-7851
Office 918-488-0882 x 3511
City of Guthrie

June 16, 2015

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quality and population of the fish in the lakes.

(r) Fishermen shall have no more than one day fish limit in their possession.

(s) Fish limits will be in accordance with federal, state and city regulations with the exception of:

1. Largemouth bass: five per day with a minimum length of 18 inches.
2. Saugeye: five per day, 18 inches or longer.

(t) All fish that are not legal size, must be released immediately.

(u) All dead fish or fish carcasses must be removed from lake premises and disposed of pursuant to state regulations.

(v) Permits will be issued only to persons possessing an Oklahoma Fishing License. All persons 16 years of age or older must obtain a lake permit before using lake facilities. The following are exempt from obtaining fishing permits:

1. All persons, 15 years of age or under; Children under 14 years old must be accompanied by parents or a responsible person 16 years of age or older and children's catch will be counted as part of parent's or adult's catch.
2. All persons 65 years of age or older who produce proof of age;
3. All disabled veterans;
4. All city employees, as an employment benefit; and
5. All city retirees who produce proof of retiring from the city.

(w) Fishing will be allowed year round at either lake or restricted for safety or when some unforeseen accident or incident may occur or severe weather conditions which would make the lakes unsafe for public use. These determinations are to be made by the City Manager or in a case of emergency by the lake rangers or public safety official.

(x) The possession or consumption of any intoxicating substance, including but not limited to any beverage containing alcohol is prohibited on all city managed land and municipal fishing areas.

(y) The city shall not be responsible for personal injury or damage to personal property.

(z) Permits are non-transferable and must be in possession and exhibited to the lake rangers upon request.

(90 Code, § 15-5) (Ord. 2604, passed - -; Am. Ord. 2823, passed - -; Am. Ord. 2970, passed 4-6-93; Am. Ord. 3074, passed 10-17-00; Am. Ord. 3104, passed 7-16-02; Am. Ord. 3195, passed 6-3-08; Am. Ord. 3196, passed 7-15-08)

ARTICLE 3: USE OF PARKS

§ 15-30 HOURS OF OPERATION.

Lions Park and Ritzhaupt Park are hereby deemed to be closed from 10:30 p.m. to 6:00 a.m. each night and Owen Field, Highland Park, Mineral Wells Park and Noble Park, all within the corporate limits of the city, shall all be deemed closed each night from midnight to 6:00 a.m. from public or private use thereof, unless special permission be granted by the Mayor or City Manager.

(90 Code, § 15-6) (Ord. 2615, passed - -; Am. Ord. 2943, passed 4-16-91)

§ 15-31 VIOLATION.

If anyone shall enter upon or be in Lions Park or Ritzhaupt Park after 10:30 p.m. and prior to 6:00 a.m. or enter upon or be in Owen Field, Highland Park, Mineral Wells Park and Noble Park after 12:00 p.m. and prior to 6:00 a.m. without special permission from the Mayor or City Manager, they shall be deemed guilty of an offense and upon conviction, shall be punished as provided in this code of ordinances.



Agenda Item Cover Letter

Meeting: X City Council, Date of Meeting: June 16, 2015, Contact: W. Don Sweger, Chief of Police

Agenda Item

Discussion and possible action of Resolution No. 2015-09, establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2016.

Summary

The proposed Resolution will enable collection of the locally authorized service fee on landline telephone bills to pay for Emergency 9-1-1 service. Local governments must approve a resolution on an annual basis setting the actual fee and through 9-1-1 Association of Central Oklahoma Governments (ACOG) notifying the appropriate telephone company by September 1, 2015. ACOG has determined that 3% will be needed to pay for the overall system cost during the calendar year 2016, which has been the same percentage for several years.

Funding Expected: X Revenue, Budgeted: X Yes, Account Number: 54-00-00-5472, Amount: CY 2016 anticipate collecting \$5,500, Legal Review: N/A

Supporting documents attached

- Resolution No. 2015-09, Memorandum from ACOG dated 28 May 2015, Fee rate list for all ACOG entities

Recommendation

Approve Resolution No. 2015-09 establishing the 9-1-1 Emergency Telephone Fee for Calendar Year 2015.

Action Needed: Motion

RESOLUTION NO. 2015-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUTHRIE ESTABLISHING THE NINE-ONE-ONE (9-1-1) EMERGENCY TELEPHONE FEE RATE FOR CALENDAR YEAR 2016.

WHEREAS, the voters and/or governing body of the City of Guthrie have approved the acquisition and operation of an emergency telephone service, together with the levy or imposition of user fee/tax for such service; and

WHEREAS, said approving authority, service and fee are authorized pursuant to the Nine-One-One Emergency Act, 63 O.S. Supp., 1987, §2811 et seq., as amended.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Guthrie that it does, hereby establish the rate for the Nine-One-One Emergency Telephone Service fee for the calendar year 2016 at three percent (3%) of the recurring charges as designated by the tariff for exchange telephone service or its equivalent within said City in accordance with said Act beginning January 1, 2016.

Adopted and approved by the City Council of the City of Guthrie this 16th day of June, 2015.

Steven J. Gentling, Mayor

ATTEST:

Kim Biggs, City Clerk

APPROVED AS TO FORM:

Randel Shadid, City Attorney



9-1-1 association of central oklahoma governments

ATTACHMENT VI-D

Chair Jay Adams
Mustang Mayor

Vice-Chair Ken Bartlett
Del City Vice-Mayor

Secretary/Treasurer Mark Hamm
Moore Councilmember

Executive Director
John G. Johnson

MEMORANDUM

DATE: May 28, 2015

TO: 9-1-1 ACOG Board of Directors

FROM: Brent Hawkinson, 9-1-1 & Public Safety Division Director

SUBJECT: Calendar Year 2016 9-1-1 Service Fee Resolution for Consideration by Council/Board of Trustees or County Commission

INFORMATION: Under the Oklahoma 9-1-1 Emergency Number Act, to enable collection of the locally authorized service fee on landline telephone bills to pay for E9-1-1 service, each local government must approve a resolution/ordinance, on an annual basis, to set the actual fee and through 9-1-1 ACOG, notify the appropriate Incumbent Local Exchange Carriers (ILEC) or Competitive Local Exchange Carriers (CLEC) telephone service providers by September 1, 2015.

It is staff's recommendation for calendar year 2016 to maintain the landline service fees at their current rates.

9-1-1 service fees collected by wireless and VoIP providers are established under a separate statute and are not relevant under this resolution.

9-1-1 ACOG will provide information and an example of a Resolution/Ordinance form to each of the 9-1-1 ACOG member entities to assist in preparing their resolution establishing the 9-1-1 Service Fee for calendar year 2016.

Action Requested: Motion to approve staff's recommendation to maintain the landline service fees at their current rates.

**9-1-1 Association of Central Oklahoma Governments
 9-1-1 Communities/Entities
 9-1-1 Service Fee Rates Indicated Below**

<u>CANADIAN COUNTY</u>		<u>CLEVELAND COUNTY</u>		<u>GRADY CO.</u>		<u>LOGAN COUNTY</u>		<u>McCLAIN CO.</u>		<u>OKLAHOMA COUNTY</u>	
Calumet	5%	Etowah	3%	Tuttle	3%	Cashion	5%	Newcastle	3%	Arcadia	3%
El Reno	5%	Lexington	3%			Cedar Valley	3%			Bethany	3%
Geary	5%	Moore	3%			Cimarron City	5%			Choctaw	3%
Mustang	3%	Noble	3%			Coyle	5%			Del City	3%
Okarche	5%	Norman	3%			Crescent	5%			Edmond	3%
Piedmont	3%	Slaughterville	3%			Guthrie	3%			Forest Park	3%
Union City	5%					Langston	5%			Harrah	3%
Yukon	3%					Loveell	5%			Jones City	3%
						Marshall	5%			Lake Aluma	3%
						Meridian	5%			Luther	3%
						Mulhall	5%			Midwest City	3%
						Orlando	5%			Nichols Hills	3%
										Nicoma Park	3%
										Smith Village	3%
										Spencer	3%
										Tinker AFB	3%
										The Village	3%
										Valley Brook	3%
										Warr Acres	3%
										Woodlawn Park	3%



Agenda Item Cover Letter

Meeting	Date of Meeting	Contact
<input checked="" type="checkbox"/> City Council	June 16, 2015	Justin Heid,
<input type="checkbox"/> GPWA		Airport Manager
<input type="checkbox"/> Other: _____		

Agenda Item

Discussion and possible action to appoint or reappoint the City of Guthrie representative(s) to the Guthrie-Edmond Regional Airport Board for the term of July 2015 through June 2018.

Summary

The City of Guthrie must appoint/reappoint a member to the Guthrie-Edmond Regional Airport Board. Per the agreement between the City of Guthrie and the City of Edmond, Oklahoma, the Guthrie-Edmond Regional Airport Board will consists of seven members, three (3) of which are appointed by the City of Edmond and four (4) of which are appointed by the City of Guthrie. The current City of Guthrie appointments are Joe Underwood, Kerry Owens, Chuck Burtcher, and Sharyl Padgett. The City of Guthrie has two positions available for appointment/reappointment to the Guthrie-Edmond Regional Airport Board for the term of July 2015 through June 2018.

The persons appointed/reappointed to the Guthrie-Edmond Regional Airport Board must be residents of the City of Guthrie, Oklahoma, or the unincorporated portion of Logan County, Oklahoma. The Board is an advisory board, having the duty and power to advise and recommend to the Council and City Manager with regard to airport matters.

The positions for appointment/reappointment have been held in the previous term by Mr. Chuck Burtcher and Mr. Kerry Owens. The City of Guthrie is to appoint/reappoint two representatives to the Guthrie-Edmond Regional Airport Board for the term of July 2015 through June 2018.

Funding Expected	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
Budgeted	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
Account Number	_____	Amount	_____
Legal Review	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Required	Completed Date: _____

Supporting documents attached

- Airport Board applications for Trey Ayers, Ryan Potucek, and Kerry Owens
- Geoport Airport Trust Indenture

Recommendation

Appoint/Reappoint two individuals to the Guthrie-Edmond Regional Airport Board.

Action Needed	<input type="checkbox"/> Public Hearing	<input checked="" type="checkbox"/> Motion	<input type="checkbox"/> Emergency Clause
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Andrea Post

From: Andrea Post
Sent: Wednesday, May 06, 2015 9:12 AM
To: Justin Heid
Subject: FW: Online Form Submittal: Application for Volunteer Boards and Commissions

Hi Justin,
Trey Ayers has applied to the Airport Board (see below).

Andrea Post
P (405) 282-0496

From: noreply@civicplus.com [mailto:noreply@civicplus.com]
Sent: Wednesday, May 06, 2015 8:56 AM
To: Steve Gentling; Andrea Post; Jim Ahlgren; Cody Mosley; Sereniah Breland
Subject: Online Form Submittal: Application for Volunteer Boards and Commissions

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application for Volunteer Boards and Commissions

Name:	Trey Ayers	
Daytime Phone Number:	1-405-346-██████	
Evening Phone/Cell Phone:	1-405-818-██████	
Address:	██████, Elm Street Guthrie, Oklahoma 73044	
Occupation:	Executive Vice President/ COO	
Education Level:	Bachelors	
How long have you lived in Guthrie?	<input type="checkbox"/> Less than 2 years	<input type="checkbox"/> 5 to 10 years
	<input type="checkbox"/> 2 to 5 years	<input checked="" type="checkbox"/> More than 10 years
Which board or commission interests you?	Airport Board	
Why are you interested in serving on this board or commission?	I am an avid pilot and currently hold my aircraft at the Airport. In addition I am an advocate for general aviation as well as the City of Guthrie in conjunction with the City of Edmond to build our airport to a high quality establishment for the benefit of both communities and surrounding areas.	
What civic activities have you been involved in during the past 3 years?	I have served on the planning commission for the City of Guthrie for 2 years then expanded my role to the City Council for 8 years. During my tenure with the City Council I served 6 years as the Vice Mayor. In addition, I sat on the Chamber Board for a short time as currently I am active with the School Board Committee with St. Mary's School in Guthrie.	

What skills and/or experience will you contribute? My experience with local Government I feels helps my initiative of supporting the airport Board to bring new ideas and existing ideas that have been formulated by the Board front and center to the City Council for approval and guidance.

Please list at least 3 non-relatives who have known you at least 3 years for references.

- Reference 1: Sharyl Padgett-Councilman
- Reference 2: Gaylord Z Thomas-Councilman
- Reference 3: John Wood-Councilman
- Reference 4: Jeff Taylor-Councilman
- Reference 5: Sereniah Breland-City Manager

I understand this is a volunteer position appointed by the City Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing Ordinance or Resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the City Council.

Please enter your name and current date to indicate you agree with the above statement: Trey Ayers

Thank you for filling out the volunteer application for boards and commissions. Your application will be given to the City Council and to the Department Head at the City of Guthrie that oversees the particular board or commission you are interested in. We will contact you shortly to discuss your application.

In the meantime if you have any questions, you may contact Andrea Post with the City Manager's Office at 405-282-0496. We appreciate your interest in the City of Guthrie and your willingness to serve!

View any uploaded files by [signing in](http://cityofguthrie.com/Admin/FormHistory.aspx?SID=935) and then proceeding to the link below:
<http://cityofguthrie.com/Admin/FormHistory.aspx?SID=935>

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Trey Ayers

Daytime Phone Number:: 1-405-346-██████

Evening Phone/Cell Phone:: 1-405-818-██████

Address:: ██████ N. Elm Street

Guthrie, Oklahoma 73044

Occupation:: Executive Vice President/ COO

Education Level:: Bachelors

How long have you lived in Guthrie?
: More than 10 years

Which board or commission interests you?: Airport Board

Why are you interested in serving on this board or commission?: I am an avid pilot and currently hold my aircraft at the Airport. In addition I am an advocate for general aviation as well as the City of Guthrie in conjunction with the City of Edmond to build our airport to a high quality establishment for the benefit of both communities and surrounding areas.

What civic activities have you been involved in during the past 3 years?: I have served on the planning commission for the City of Guthrie for 2 years then expanded my role to the City Council for 8 years. During my tenure with the City Council I served 6 years as the Vice Mayor. In addition, I sat on the Chamber Board for a short time as currently I am active with the School Board Committee with St. Mary's School in Guthrie.

What skills and/or experience will you contribute?: My experience with local Government I feels helps my initiative of supporting the airport Board to bring new ideas and existing ideas that have been formulated by the Board front and center to the City Council for approval and guidance.

Reference 1:: Sharyl Padgett-Councilman

Reference 2:: Gaylord Z Thomas-Councilman

Reference 3:: John Wood-Councilman

Reference 4:: Jeff Taylor-Councilman

Reference 5:: Sereniah Breland-City Manager

Please enter your name and current date to indicate you agree with the above statement:: Trey Ayers

Additional Information:

Form submitted on: 5/6/2015 8:56:09 AM

Submitted from IP Address: 184.176.219.40

Referrer Page: No Referrer - Direct Link

Form Address: <http://cityofguthrie.com/Forms.aspx?FID=78>

Andrea Post

From: noreply@civicplus.com
Sent: Thursday, May 14, 2015 3:35 PM
To: Steve Gentling; Andrea Post; Jim Ahlgren; Cody Mosley; Sereniah Breland
Subject: Online Form Submittal: Application for Volunteer Boards and Commissions

If you are having problems viewing this HTML email, click to view a [Text version](#).

Application for Volunteer Boards and Commissions

Name: Ryan Potucek
Daytime Phone Number: 316-249-██████████
Evening Phone/Cell Phone: 316-249-██████████
Address: ██████████ Mid Iron Lane Edmond, OK 73025 Logan County
Occupation: Aircraft Sales
Education Level: MBA
How long have you lived in Guthrie? Less than 2 years 5 to 10 years
 2 to 5 years More than 10 years

Which board or commission interests you? Airport Advisory Board

Why are you interested in serving on this board or commission? To become involved in the local aviation community in the Guthrie/Edmond area and gain an understanding for airport day to day business/budgeting issues that affect the community.

What civic activities have you been involved in during the past 3 years? Knights of Columbus member-various volunteer fundraising activities.

What skills and/or experience will you contribute? Passion for aviation, 14 years of experience with Cessna and Beechcraft in varying capacities including production, finance and sales. Current responsibilities includes sales regionally in Oklahoma, Kansas, Arkansas and Missouri, for our Cessna Citation, Caravan and Beechcraft King Air product lines.

Please list at least 3 non-relatives who have known you at least 3 years for references.

Reference 1: Steve Sperley, Eugene Oregon, 541-221-██████████

Reference 2: Nick Ruyle, Oxford Kansas, 620-440-██████████

Reference 3: Jeremy Prizevoits, San Antonio Tx, 210-800-██████████

Reference 4:

Reference 5:

I understand this is a volunteer position appointed by the City Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing Ordinance or Resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the City Council.

Please enter your name Ryan Potucek, 5-14-15
and current date to
indicate you agree with
the above statement:

Thank you for filling out the volunteer application for boards and commissions. Your application will be given to the City Council and to the Department Head at the City of Guthrie that oversees the particular board or commission you are interested in. We will contact you shortly to discuss your application.

In the meantime if you have any questions, you may contact Andrea Post with the City Manager's Office at 405-282-0496. We appreciate your interest in the City of Guthrie and your willingness to serve!

View any uploaded files by signing in and then proceeding to the link below:
<http://cityofguthrie.com/Admin/FormHistory.aspx?SID=940>

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Ryan Potucek

Daytime Phone Number:: 316-249-██████

Evening Phone/Cell Phone:: 316-249-██████

Address: ██████ Mid Iron Lane
Edmond, OK 73025
Logan County

Occupation:: Aircraft Sales

Education Level:: MBA

How long have you lived in Guthrie?
: Less than 2 years

Which board or commission interests you?: Airport Advisory Board

Why are you interested in serving on this board or commission?: To become involved in the local aviation community in the Guthrie/Edmond area and gain an understanding for airport day to day business/budgeting issues that affect the community.

What civic activities have you been involved in during the past 3 years?: Knights of Columbus member-various volunteer fundraising activities.

What skills and/or experience will you contribute?: Passion for aviation, 14 years of experience with Cessna and Beechcraft in varying capacities including production, finance and sales. Current responsibilities includes sales regionally in Oklahoma, Kansas, Arkansas and Missouri, for our Cessna Citation, Caravan and Beechcraft King Air product lines.

Reference 1:: Steve Sperley, Eugene Oregon, 541-221-██████████

Reference 2:: Nick Ruyle, Oxford Kansas, 620-440-██████████

Reference 3:: Jeremy Prizevoits, San Antonio Tx, 210-800-██████████

Reference 4::

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Ryan Potucek, 5-14-15

Additional Information:

Form submitted on: 5/14/2015 3:34:50 PM

Submitted from IP Address: 184.178.189.227

Referrer Page: No Referrer - Direct Link

Form Address: <http://cityofguthrie.com/Forms.aspx?FID=78>

Application for Volunteer Boards and Commissions

Name: Kerry Owens
Daytime Phone Number: (405)282-
Evening Phone/Cell Phone: (405)260-
Address: E Lincoln Ave Guthrie, OK 73044
Occupation: Banker
Education Level: Bachelor of Business
How long have you lived in Guthrie? Less than 2 years 5 to 10 years
 2 to 5 years More than 10 years

Which board or commission interests you? GERA Airport Board

Why are you interested in serving on this board or commission? I enjoy helping my community and learn more about city government.

What civic activities have you been involved in during the past 3 years? Board of Adjustments Neighborhood Solutions GERA Board

What skills and/or experience will you contribute? Finance Knowledge of Guthrie Common Sense

Please list at least 3 non-relatives who have known you at least 3 years for references.

Reference 1: Laverne Dowding

Reference 2: Eveiyn Nephew

Reference 3: Walter Chambers Jr.

Reference 4:

Reference 5:

I understand this is a volunteer position appointed by the City Council. I recognize that a limited number of positions are available at a given time and that application in itself does not guarantee appointment. I understand all volunteer boards meet on a regular basis and will follow rules set forth in the appropriate governing Ordinance or Resolution. In the event I cannot effectively serve my term, I will tender my resignation in writing to the City Council.

Please enter your name and current date to indicate you agree with the above statement:

Kerry Owens 5/20/2015

Thank you for filling out the volunteer application for boards and commissions. Your application will be given to the City Council and to the Department Head at the City of Guthrie that oversees the particular board or commission you are interested in. We will contact you shortly to discuss your application.

In the meantime if you have any questions, you may contact Andrea Post with the City Manager's Office at 405-282-0496. We appreciate your interest in the City of Guthrie and your willingness to serve!

View any uploaded files by [signing in](#) and then proceeding to the link below:
<http://cityofguthrie.com/Admin/FormHistory.aspx?SID=942>

The following form was submitted via your website: Application for Volunteer Boards and Commissions

Name:: Kerry Owens

Daytime Phone Number:: (405)282-████

Evening Phone/Cell Phone:: (405)260-████

Address:: █████ E Lincoln Ave
Guthrie, OK 73044

Occupation:: Banker

Education Level:: Bachelor of Business

How long have you lived in Guthrie?
: More than 10 years

Which board or commission interests you?: GERA Airport Board

Why are you interested in serving on this board or commission?: I enjoy helping my community and learn more about city government.

What civic activities have you been involved in during the past 3 years?: Board of Adjustments
Neighborhood Solutions
GERA Board

What skills and/or experience will you contribute?: Finance
Knowledge of Guthrie
Common Sense

Reference 1:: Laverne Dowding

Reference 2:: Eveiyn Nephew

Reference 3:: Walter Chambers Jr.

Reference 4::

Reference 5::

Please enter your name and current date to indicate you agree with the above statement:: Kerry
Owens 5/20/2015

Additional Information:

Form submitted on: 5/20/2015 1:20:42 PM

Submitted from IP Address: 24.248.243.102

Referrer Page: No Referrer - Direct Link

Form Address: <http://cityofguthrie.com/Forms.aspx?FID=78>

**AGREEMENT RENEWAL BETWEEN THE CITY OF GUTHRIE,
OKLAHOMA AND THE CITY OF EDMOND, OKLAHOMA
FOR THE GUTHRIE-EDMOND REGIONAL AIRPORT**

THIS AGREEMENT is entered into as hereafter set forth by and between The City of Guthrie, Oklahoma, a municipal corporation, organized and existing under its Charter and the laws of the State of Oklahoma (hereinafter also referred to as "Guthrie") and The City of Edmond, Oklahoma, a municipal corporation, organized and existing under its Charter and the laws of the State of Oklahoma (hereinafter also referred to as "Edmond").

WHEREAS Oklahoma law, 3 O.S. (1995 Supp.) Section 65.1, et seq. codifies the Municipal Airport Act of 1947, authorizes municipalities to plan, establish, develop, construct, enlarge, improve, maintain, equip, operate, regulate, protect and police airports and air navigation facilities, either within or without the territorial limits of the municipality; and

WHEREAS, Oklahoma law, 3 O.S. (1995 Supp.) Section 65.1 specifically authorizes municipalities to enter into agreements with each other for joint operation of a municipal airport and air navigation facilities; and

WHEREAS, Guthrie and Edmond initially entered into an Agreement effective July 1, 2004 through June 30, 2009, and renewed that Agreement effective July 1, 2009 through June 30, 2014, and now desire to renew said Agreement to allow for the continued joint operation and development and expansion of the Guthrie airport, subject to the amended terms as set out herein.

NOW, THEREFORE, BE IT RESOLVED, the parties agree to the following provisions:

DURATION

1. This agreement entered into by and between The City of Guthrie Oklahoma and The City of Edmond, Oklahoma effective on the 1st day of July, 2009 and continuing until June, 30, 2014, shall be renewed for an additional five year term from July 1, 2014 until June 30, 2019 and may be renewed for successive five year terms upon the mutual written agreement of both parties.

TERMINATION

2. This Agreement may be terminated prior to the expiration of the five (5) year term by either party without cause at least ninety (90) days prior to the beginning of each city fiscal year.

PURPOSE

3. The purpose of this renewal Agreement is to permit Guthrie and Edmond to continue to work cooperatively to jointly operate and to facilitate expansion and development to the Guthrie airport. The parties agree that the growth and success of the airport is a vital element for the continued vitality and economic growth of both municipalities. Further, that citizens from both Guthrie and Edmond own aircraft that operate currently from the airport and the continuation of this agreement will allow for increased usage by Edmond citizens. The operation of the airport is expressly declared as a public purpose and proper municipal function for both Guthrie and Edmond.

4. The parties acknowledge that the Guthrie Municipal Airport has been renamed to the Guthrie-Edmond Regional Airport.
5. The airport will continue to be owned and maintained by Guthrie until such time as the parties would mutually agree to a change in ownership.
6. The airport, pursuant to its Long Range Plan, has current plans for the expansion of its facilities, which include runway and taxiway extensions, land acquisition, and other capital improvements. The airport currently has existing agreements for airport operations, hangar ground leases agreements and fuel sales, which provide revenue to the airport.
7. That Guthrie has previously received governmental grants that have allowed for the operations and improvements to the airport and that to enable that continued expansion and improvement of the airport, additional governmental grants have been applied for and are pending completion. Edmond has also previously provided financial assistance in the amount of \$300,000 as the local matching share for capital improvements. Both parties agree to share in the costs of capital improvements to the airport. Each city will be responsible for providing funds for the maintenance, operation and capital improvements of the airport, and will share in the revenue, in any resulting from the operation of the airport. All revenue received will remain at the airport, per the FAA grant assurances.
8. The parties agree to reestablish the Guthrie-Edmond Regional Airport Advisory Board (Board) which will consist of seven members, three members appointed

by the Edmond City Council and four members appointed by the Guthrie City Council, two of said Guthrie members from within the corporate city limits of the City of Guthrie, Oklahoma and the other two either from the corporate city limits of City of Guthrie, Oklahoma or the unincorporated portion of Logan County, Oklahoma. The members will serve three year terms with a three term limit, and do not need to be residents of the cities from which they are appointed and serve without compensation. No member of the Board shall have a direct interest in the airport or in any entity located at the airport, or its hangars, except that this section shall not prohibit an airplane owner who houses their plane at the airport or an employee who works for the owner of a business or hangar located at the airport from being on the Board. An owner of a hangar or lessee of a hangar is allowed to serve on the Board but is specifically prohibited from voting on any hangar related economic or proprietary issues. The Board shall have power to make recommendations to the respective city councils regarding the planning, operations and development of the airport facility. The Board shall have the power to plan, acquire, establish, operate, develop and protect the airport facility, subject to the City of Guthrie's and the City of Edmond's approval. The total expenditures to be made by the Board for any purpose in any fiscal year shall be determined by budget approved by the city councils of Guthrie and Edmond and without such approval, this agreement will terminate. Any resolutions, rules, regulations or orders of the Board shall become effective only upon the approval of the city councils of Guthrie and

Edmond. The Board may not acquire or dispose of airport property, real or personal, enter into contracts, leases or other agreements without the consent of the city councils of Guthrie and Edmond. The Board shall have no employees, but will be assisted by the airport manager who will be an employee of the City of Guthrie and serve under the direction of the City Manger. The City Attorney for the City of Guthrie shall serve as legal counsel for the Board.

NOT ASSIGN

9. This Agreement is not assignable except upon the prior written consent of all parties hereto.

NO THIRD PARTY BENEFICIARIES

10. It is not the intent of this Agreement to create any rights in any third parties.

EQUIPMENT/PERSONNEL

11. All equipment used by Guthrie and Edmond in carrying out this Agreement will, at the time of the action hereunder, be owned by or under the jurisdiction of each City, respectively; and all personnel acting for Guthrie and Edmond under this Agreement will, at the time of such action, be an employee or agent of their respective City.

AMENDMENT

12. This Agreement may not be amended except by express written agreement of all parties hereto.

CAPTIONS

13. The captions, titles, and headings contained herein are for convenience of reference only.

INTERPRETATION

14. When any word in the Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where a contrary intention plainly appears. When any word in this Agreement is used in masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

PRESERVATION OF DEFENSE AND RIGHT

15. Neither party hereto waives any defenses or rights available pursuant to the Governmental Tort Claims Act at 51 O.S. §151, et seq., common law, statutes, or constitutions of the United States or the State of Oklahoma by entering into this Agreement.

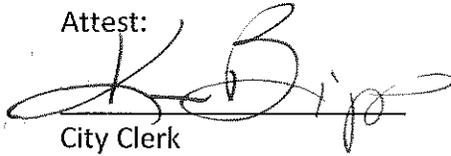
WHOLE AGREEMENT

16. It is mutually understood and agreed by the parties hereto that this agreement contains all of the covenants, stipulations, and provisions agreed upon by said parties and no agent or other hereof, except as provided herein, and no party is or shall be bound by any statements or representation not in conformity herewith.

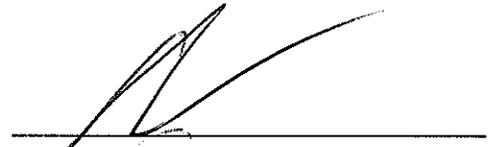
APPROVED by the MAYOR and City Council of the City of Guthrie this 17th day of June, 2014.


MAYOR

Attest:


City Clerk

APPROVED as to form and legality this the 17th day of June, 2014.


CITY ATTORNEY

APPROVED by the MAYOR and City Council of the City of Edmond this 20th day of June, 2014.


MAYOR

Attest:


City Clerk



APPROVED as to form and legality this the 20th day of June, 2014.


CITY ATTORNEY

A/P Claims List

from 6/4/2015 to 6/4/2015

Invoice #	Vendor	Description	Account	Cost
JUNE2015	OKLAHOMA UNIFORM BLDG	MAY 2015 BUILDING PERMINT FEES	01-00-00-2013	\$60.00
NP44505781	FLEETCOR TECHNOLOGIES	GUTHRIE HOUSING AUTHORITY	01-01-00-6118	\$53.17
JUNE2015	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION PLA	01-01-00-6326	\$3,469.66
JUNE2015	O.M.A.G.(21302)	WORKERS' COMP - GENERAL	01-01-00-6326	\$15,359.60
JUNE2015	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	01-01-00-6326	\$4,034.09
JUNE2015	CRAWFORD &	AUDIT / ACCOUNTING SERVICES FY2015	01-01-00-6330	\$4,865.00
NP44505781	FLEETCOR TECHNOLOGIES	BUILDING SERVICES	01-02-25-6118	\$63.03
NP44505781	FLEETCOR TECHNOLOGIES	COMMUNITY DEVELOPMENT	01-05-50-6118	\$53.55
NP44505781	FLEETCOR TECHNOLOGIES	CODE COMPLIANCE	01-05-51-6118	\$94.95
NP44505781	FLEETCOR TECHNOLOGIES	POLICE ADMINISTRATION	01-07-70-6118	\$2,943.90
2035366	DELIA MONTEIRO (22229)	REIMBURSEMENT FOR MILEAGE AND	01-07-70-6343	\$358.60
NP44505781	FLEETCOR TECHNOLOGIES	STREET	01-12-00-6118	\$2,180.48
5905	RED DIRT CONSTRUCTION, LLC.	BODY WORK AND PAINT UNIT 135	01-12-00-6316	\$1,350.00
NP44505781	FLEETCOR TECHNOLOGIES	FLEET	01-14-00-6118	\$39.00
JUNE2015	RURAL WATER DISTRICT	MONTHLY WATER SERVICES	01-15-11-6112	\$66.00
NP44505781	FLEETCOR TECHNOLOGIES	PARKS	01-15-11-6118	\$2,086.90
		Total GENERAL FUND		\$37,077.93
81178558	SIMPLEX-GRINNELL	REPAIR OF LEAKING SPRINKLER PIPE	09-09-90-6112	\$324.41
NP44505781	FLEETCOR TECHNOLOGIES	SUPPRESSION	09-09-90-6118	\$542.22
NP44505781	FLEETCOR TECHNOLOGIES	EMS	09-09-92-6118	\$2,286.12
13531	EMERGENCY SERVICES	RED CLEARANCE LIGHT	09-09-92-6316	\$21.14
JUNE2015	INTERMEDIX (2025)	EMS BILLING	09-09-92-6373	\$5,927.24
1557706	SUNTRUST EQUIPMENT	2013 DODGE AMBULANCE QUARTLY	09-09-92-6709	\$8,292.06
NP44505781	FLEETCOR TECHNOLOGIES	FIRE ADMINISTRATION	09-09-96-6118	\$461.62
		Total FIRE/EMS FUND		\$17,854.81
JUNE2015	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	20-21-00-6326	\$3,469.66
JUNE2015	O.M.A.G.(21302)	WORKERS' COMP - GPWA	20-21-00-6326	\$15,359.59
JUNE2015	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	20-21-00-6326	\$4,034.09
JUNE2015	MAXINE PRUITT (1915)	MILEAGE FY 14-15	20-22-00-6047	\$230.00
1633	MID AMERICA HYDRO TECH	CHEMICALS FOR TREATING WATER	20-23-00-6104	\$17,551.56
101938	SOUTHWEST CHEMICAL (20977)	WATER TREATMENT CHEMICALS	20-23-00-6104	\$1,449.50
101992	SOUTHWEST CHEMICAL (20977)	WATER TREATMENT CHEMICALS	20-23-00-6104	\$660.00
NP44505781	FLEETCOR TECHNOLOGIES	WTP	20-23-00-6118	\$281.03
NP44505781	FLEETCOR TECHNOLOGIES	WWTP	20-24-00-6118	\$87.20
NP44505781	FLEETCOR TECHNOLOGIES	CONVENIENCE CENTER	20-26-00-6118	\$477.94
NP44505781	FLEETCOR TECHNOLOGIES	LINE MAINTENANCE	20-27-00-6118	\$1,539.53
JUNE2015	TripCo	Use of Dump Truck	20-27-00-6317	\$500.00
2035352	OKLA STATE DEPARTMENT OF	LICENSE RENEWAL	20-29-00-6112	\$50.00
		Total GPWA OPERATING FUND		\$45,690.10
JUNE 2015	OKLA WATER RESOURCES/	Series 2009 Drinking Water Loan	50-50-00-6714	\$51,371.13
JUNE2015	OKLA WATER RESOURCES/	Series 2008 Drinking Water Loan	50-50-00-6714	\$56,477.00
		Total WATER TREATMENT PLANT FUND		\$107,848.13
JUNE2015	COMMUNITY STATE BANK	FRONT END LOADER MONTHLY PAYMENT	54-56-12-6718	\$2,687.83
		Total CAPITAL PROJECTS		\$2,687.83
JUNE15	OKLA WATER RESOURCES/	CMOM Project Semi-Annual Payment ORF-10-	55-55-00-6714	\$14,535.56
		Total CMOM Fee		\$14,535.56
03-031000-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$53.95

City of Guthrie - (405) 282-0492

A/P Claims List

from 6/4/2015 to 6/4/2015

Invoice #	Vendor	Description	Account	Cost
04-045943-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$77.07
07-073110-003	UTILITY DEPOSIT REFUND		71-00-00-5555	\$49.58
07-075210-002	UTILITY DEPOSIT REFUND		71-00-00-5555	\$43.10
10-101460-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$14.22
11-112030-001	UTILITY DEPOSIT REFUND		71-00-00-5555	\$58.82
12-122230-009	UTILITY DEPOSIT REFUND		71-00-00-5555	\$17.90
12-124520-007	UTILITY DEPOSIT REFUND		71-00-00-5555	\$136.25
14-144080-017	UTILITY DEPOSIT REFUND		71-00-00-5555	\$0.16
99-991010-004	UTILITY DEPOSIT REFUND		71-00-00-5555	\$38.92
		Total UTILITY DEPOSIT FUND		\$489.97
NP44505781	FLEETCOR TECHNOLOGIES	AIRPORT	98-98-00-6118	\$135.38
JUNE2015	O.M.A.G.(21303)	MUNICIPAL PROPERTY PROTECTION	98-98-00-6329	\$326.69
JUNE2015	O.M.A.G.(21302)	WORKERS' COMP - AIRPORT	98-98-00-6329	\$547.16
JUNE2015	O.M.A.G.(425)	MUNICIPAL LIABILITY PROTECTION PLAN	98-98-00-6329	\$50.00
		Total AIRPORT FUND		\$1,059.23
JUNE2015	OKLAHOMA DEPARTMENT OF	SPIRIT WING LOAN MONTHLY PAYMENT	99-99-00-6702	\$1,041.66
		Total GUTHRIE INDUSTRIAL DEVELOPMENT		\$1,041.66
		Total All Funds		\$228,285.22