NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on Monday, August 3, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

A) Call to Order - Timothy Lee Fox, Mayor

B) **Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor**

C) Invocation – Pastor Jason Yarbrough

D) Pledge of Allegiance – Timothy Lee Fox, Mayor

E) Glenpool Conference Center Report – Lea Ann Reed, Conference Center Director

F) Community Development Report – Lynn Burrow, Community Development Director

G) City Manager Report – Roger Kolman, City Manager

H) Mayor Report – Timothy Lee Fox, Mayor

I) Council Comments

J) Public Comments

K) Scheduled Business

1) Discussion and possible action to approve minutes from July 20, 2015 meeting.

2) Discussion and possible action to adopt Ordinance No. 705, Amending The Employee Retirement System, Defined Contribution Plan For The Position Of City Manager For The City Of Glenpool, Oklahoma And Making Such Other Changes In The Administration, Management, And Investment Of The Applicable Part Of The Oklahoma Municipal Retirement Fund As Are Consistent Therewith And As Mandated By The Internal Revenue Code.
(Susan White, City Clerk)

3) Discussion and possible action to adopt Ordinance No. 706, Amending The Employee Retirement System, Defined Contribution Plan For The Position Of Assistant City Manager For The City Of Glenpool, Oklahoma And Making Such Other Changes In The Administration, Management, And Investment Of The Applicable Part Of The Oklahoma Municipal Retirement Fund As Are Consistent Therewith And As Mandated By The Internal Revenue Code.
(Susan White, City Clerk)

4) Discussion and possible action to adopt Ordinance No. 707, Amending The Employee Retirement System, Defined Contribution Plan For The City Of Glenpool & Glenpool Utility Service Authority, Oklahoma And Making Such Other Changes In The Administration, Management, And Investment Of The Applicable Part Of The Oklahoma Municipal Retirement Fund As Are Consistent Therewith And As Mandated By The Internal Revenue Code.
(Susan White, City Clerk)

5) Discussion and possible action to approve/deny Tort Claim No. 200504-ME, Claimants Yesenia Marquez-Murray and Paul Murray.
(Lowell Peterson, City Attorney)

6) Discussion and possible action on a lease agreement between the City of Glenpool and Glenpool Youth Football, Inc. for the use of Morris Park for sport activities from July 1, 2015 through December 31, 2015; and from July 1, 2016 through December 31, 2016.
(Lynn Burrow, Community Development Director)

7) Discussion and possible action on Resolution No. 15-08-01 of the City of Glenpool, "Resolution authorizing the City of Glenpool to enter into a certain vehicle lease-purchase agreement by and between Oklahoma State Bank as the Lessor and City of Glenpool as the Lessee, for the acquisition of certain identified Ford Police Interceptor vehicles from Bob Hurley Ford."
(Julie Casteen, Finance Director)

8) Discussion and possible action to declare surplus two vehicles, 2003 Ford Crown Vic, VIN 2FAFP71W33X176408 (First Responder); and 1999 Dodge Ram Truck, VIN 3B7HF13ZXXG241457 (Fire Dept).
(Roger Kolman, City Manager)

N) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on __________________, 2015 at _____________am/pm.

Signed:_________________________________
City Clerk

Glenpool Conference Center
12205 S. Yukon Ave.
PO Box 70
Glenpool, OK 74033

MEMORANDUM

TO: HONORABLE MAYOR and CITY COUNCIL

FROM: LEA ANN REED
CONFERENCE CENTER DIRECTOR

RE: CONFERENCE CENTER REPORT JULY 2015

DATE: JULY 29, 2015

BACKGROUND

During the month of July, the conference center hosted 6 weddings and 2 Quincenearas as well as a Robots-4-U camp, Booker T. Washington school reunion and a weeklong INCODE training class. There were also two community events held this past month including the Burlap and Barns Tradeshow and the CCM Now Summer Jam Concert which was a 3 night event.

The conference center was nominated for Best Banquet Facility in the Tulsa World Best of the World contest. We are up against the Double Tree Hotel, Harwelden Mansion, Hyatt Regency Hotel, Mayo Hotel, Renaissance Hotel and Tulsa Garden Center.

The voting begins July 29th and will run through August 23rd. We are encouraging the public to vote by promoting it through emails and social media. This would be a HUGE honor for Glenpool to win and beat all of the Tulsa locations!!! If we win, we will get an article in the Tulsa World Best in the World section plus all the bragging rights for a year by using the Best in the World logo on all or our social media and marketing publications.

Reminder of upcoming events:

Back to School at Faith Church on Sunday August 9th from 9am-12pm

Glenpool Kid's Fishing Derby at the conference center lake on Saturday, August 15th 9am-1pm

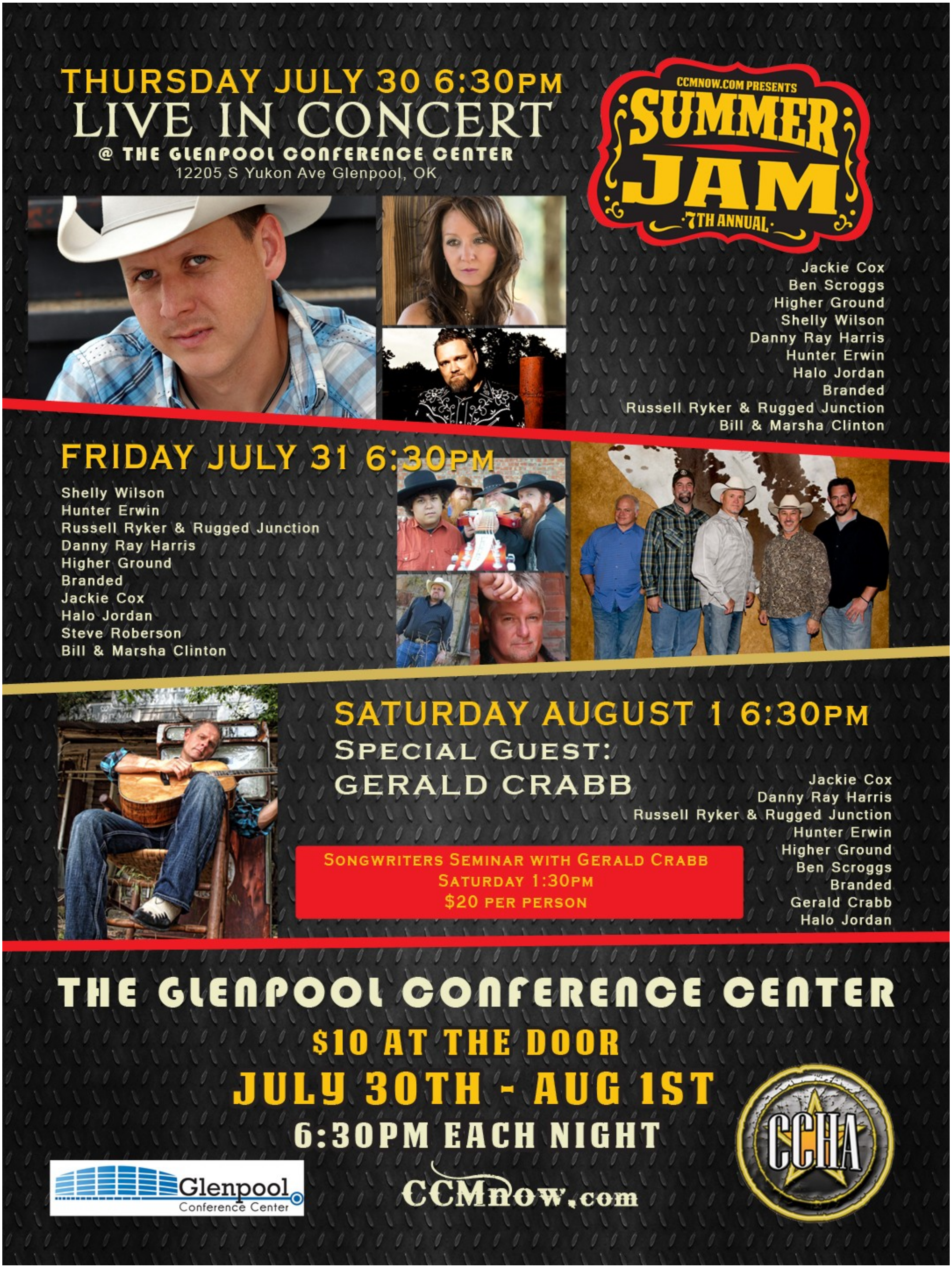
Greater Tulsa Culture Festival on August 21st & 22nd www.tulsaculturefestival.com

GPS Teacher Appreciation Dinner at conference center on August 23rd from 6-9pm

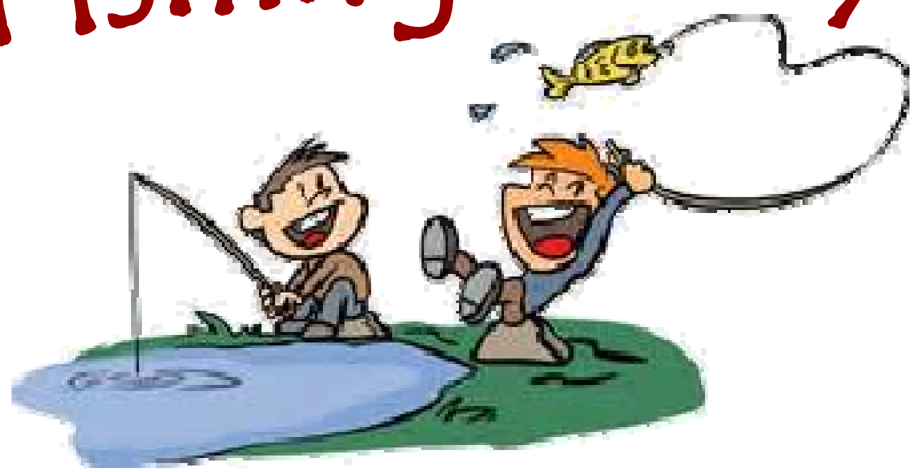
Family Movie Night – looking at doing one on a Saturday in September

Public Safety Days has been set for Saturday, October 24th from 10am-2pm.

Lea Ann Reed, Conference Center Director
Phone: 918-209-4632 I Fax: 918-209-4626
lreed@cityofglenpool.com
www.glenpoolconferencecenter.com


THURSDAY JULY 30 6:30PM
LIVE IN CONCERT
@ THE GLENPOOL CONFERENCE CENTER
12205 S Yukon Ave Glenpool, OK
CCMNOW.COM PRESENTS
SUMMER JAM
7TH ANNUAL
Jackie Cox
Ben Scroggs
Higher Ground
Shelly Wilson
Danny Ray Harris
Hunter Erwin
Halo Jordan
Branded
Russell Ryker & Rugged Junction
Bill & Marsha Clinton
FRIDAY JULY 31 6:30PM
Shelly Wilson
Hunter Erwin
Russell Ryker & Rugged Junction
Danny Ray Harris
Higher Ground
Branded
Jackie Cox
Halo Jordan
Steve Roberson
Bill & Marsha Clinton
SATURDAY AUGUST 1 6:30PM
Special Guest:
GERALD CRABB
Songwriters Seminar with Gerald Crabb
Saturday 1:30pm
$20 per person
Jackie Cox
Danny Ray Harris
Russell Ryker & Rugged Junction
Hunter Erwin
Higher Ground
Ben Scroggs
Branded
Gerald Crabb
Halo Jordan
THE GLENPOOL CONFERENCE CENTER
$10 AT THE DOOR
JULY 30TH - AUG 1ST
6:30PM EACH NIGHT
Glenpool Conference Center
CCMnow.com
CCHA

Glenpool Kids Fishing Derby



sponsored by

City Of Glenpool
Creating Opportunity

GLENPOOL Chamber of Commerce

Glenpool Optimist Club

INTEGRITY PARTY & TENT RENTAL

In Kind Donors
T&L Foundry
McDonalds
Harpers Hut
QuikTrip

August 15, 2015

Glenpool Conference Center Lake
12205 S. Yukon Ave.
Registration 9am-10am
Fishing Derby 10am-12pm

FREE TO THE PUBLIC!!

Bring a pole, limited number of poles will be available through the OK Wildlife Department

Ages 4-12 years old

(Each child must be accompanied by an adult that can bait the hook and release the catch)

Divisions

Minnow Division	4-6 years old
Perch Division	7-9 years old
Bass Division	10-12 years old

Awards

1st & 2nd Place Division Winners
Biggest Fish, Smallest Fish
Derby Champion Overall Total

To register or for further information, contact Lea Ann at 918-209-4632 or lreed@cityofglenpool.com.

Community Development Director's Report

July 29, 2015

To: Glenpool City Council & Glenpool Utility Services Authority

Councilors and Board Members,

The following report highlights and summarizes the various activities that are currently being addressed and processed by the Community Development Department related to major public and private improvement and construction projects:

City/Public Related Activities and Projects:

Signalization Project – 121st Street & US Highway No.75:

- The City has received a formal invoice from ODOT covering the agreed upon 25% share of estimated project cost. The total amount paid by the City was approximately $48,000.
- ODOT indicates the project will be advertised for public bid in July with contract award and start of construction predicted to be sometime in September.
- ODOT will administer the contracted work through completion.
- Actual construction is estimated to take approximately ninety (90) days to fully complete and become operational.
- Project completion is estimated to be before December 31st, 2015 - at which time the City will be required to accept the new improvements for maintenance purposes.

Master Paving Repair Program – Phase VII

- City Staff has developed contract bid documents for Phase VII of the City's Master Paving Repair and Replacement Program.
- This current phase of repair work covers 25 individual projects scattered around the City.
- Bids for this work were taken July 14th with only one bid actually submitted.
- Staff presented the final project selection and associated total cost - along with suggested award of contract at the July 20th Council meeting.

- The Council approved the bid received from Pavement Conservation Specialists, Inc. of Tulsa in the total amount of $245,034.26 covering 23 of the original 25 projects and authorized the City Manager to execute a construction contract with that firm accordingly.
- Due to current work load, the Contractor is predicting actual start of construction on these projects on or before September 1st.

Glenpool Vision 2025 Projects:

Longhorn Sanitary Sewer Liftstation Rehabilitation Project:

- This project is 100% complete with a total project cost of $220,772.51.
- All project documentation has been submitted to the Tulsa County Vision 2025 Program Management consultant to support Glenpool's funding agreement covering this project.

Master Water Distribution System Study:

- The scope of work involved with this project covers the engineering analysis of the current distribution system and its ability to provide adequate water supply for domestic use and fire protection throughout the City.
- The study will also identify any weakness in the existing network of water distribution as well as make recommendations as to what improvements may be needed to supplement the existing system.
- The study will also predict future growth patterns in the area of the City - generally south of 151st Street along and either side of US Highway 75.
- Cowan Group Consulting Engineers indicates that a preliminary draft of this Master Study will be available for review and comment the first week in August.
- All project contractual documentation between the Engineering Consultant and the City has been submitted to the Tulsa County Vision 2025 Program Management consultant to support Glenpool's funding agreement covering this project.

Water Storage Facility and Supporting Infrastructure Improvement Project:

- The scope of work involved with this project generally consists of theengineering design, permitting, contracting, and construction of a new water storage structure (tower) and supporting infrastructure improvements necessary augment the existing water system south of 151st Street. The tower is to be located on City owner property near on 156th Street approximately ¼ mile east of US Highway 75.
- Cowan Group Consulting Engineers indicate that the project design phase will be complete with fully detailed construction documents by September 1st.
- Plan review and project permitting is anticipated to be complete by October 1st.
- Project bidding and contract award is projected to be complete by November 1st
- Project construction completion is predicted by May 1st, 2016.

- All project contractual documentation between the Engineering Consultant and the City has been submitted to the Tulsa County Vision 2025 Program Management consultant to support Glenpool's funding agreement covering this project.

On-Going Private Development and/or Building Projects:

Grandview Heights Apartments: MonTapp Addition

- At this time, all buildings in the project are in various stages of completion.
- Pre-leasing activities have started with accommodations having been made for office space on the first floor of the Conference Center to provide an area for apartment unit lease reservations.
- The project's clubhouse is anticipated to be complete and open for permanent leasing operations by the August 15th.
- The Developer and General Contractor have not disclosed a full project completion date.

Mansfield Lane Residential Subdivision:

- Home Creations Building Company has submitted and received a total of twenty four (24) building permits in the addition.
- Currently, 16 homes are under construction in various stages of completion.

Glen Abbey Addition: Phase II

- As of this date, the City Building Department has received, processed, and issued twenty four (24) building permits in this phase of the addition.
- Currently, there are a total of ten (10) homes under construction in various stages of completion.

The Crossings at Glenpool Phase V:

- The development construction and installation of utility system infrastructure within this last phase of the overall project is fully complete and contains a total of forty two (42) residential lots.
- The City Council has accepted the public infrastructure improvements serving this phase of the development and the final subdivision plat has been filed of record.
- At this time there have been a total of eleven (11) building permit applications received, processed, and issued on lots in this phase of the project.
- There are currently seven (7) homes under construction in Phase V.

Texon Industrial Facility:

- This petroleum blending project is located on an Industrial Zoned 15.19 acre parcel at the northeast corner of 131st Street and US Highway 75.
- The construction of the on-site facilities and the reconstruction of 131st Street paving and drainage improvements is fully complete at this time.
- The facility is in full operation.
- A formal Grand Opening for the facility was held July 29th.

American "T's"

- The development and construction of a new commercial facility for American "T's" on the north side of 151st Street fronting onto Dogwood Avenue is in the build-out stage with full completion anticipated by September 1st.
- The project will also incorporate an existing building previously known as Bonnet Dentistry which has been fully remodeled.

SUNOCO Corporation

- Sunoco Corporation has announced their intent to develop and construct a butane fuel blending facility on a parcel located on the east side of US Highway 75 at approximately 128th Street - immediately north of the new Texon facility.
- A conceptual sketch plat and associated concept site plan for the property has been reviewed and approved by the City Planning Commission.
- No definitive project schedule has been issued by the Owner at this time.

Ford Development Company

- Ford Development Company has been granted annexation into the Glenpool City corporate limits along with commercial zoning approval covering an eighty (80) acre tract located along the east side of US Highway 75 between 166th Street and 171st Street.
- The developer's intent is to subdivide the tract into various sized commercial lots and to begin the development process necessary to provide for the construction of a trucking company on one of the resulting parcels near 166th Street.

Current Planning Department and Planning Commission Activity

8/10/15 Glenpool Board of Adjustment Meeting Agenda Items:

- **GBOA Case No. 441**
  This item involves a request from Watermark Properties for review and approval of a Special Exception to the Zoning Code to allow the installation of an LED bill board type

sign. The application also includes a request for a variance regarding the sign face size and for a variance regarding the required setback from abutting City owned park property. The proposed sign is to be located on property described as Lot 4, Block 1, Phillips Corner Addition – located generally 650' north of the northeast corner of 126th St and US 75 Highway. This property is currently zoned CS (Commercial Shopping)

8/10/15 Glenpool Planning Commission Meeting Agenda Items:

- **GLS Case No. 211.**
  Muhammad Khan with SMC Consulting Engineers has submitted an application on behalf of the property owner for the review and approval to split a platted 6.18 acre property in MonTapp Addition into two lots. This property is located on the west side of Yukon Ave immediately south of the CCCD Dental office and is currently zoned CG (Commercial General).

- **GZ Case No. 247.**
  Sandra Licciardello has submitted an application for review and approval to rezone a certain 5.97 acre tract located approximately 500' north of the northeast corner of 201st Street and US Highway 75 from AG (Agriculture) to CG (Commercial General) zoning.

- **GZ Case No. 248.**
  Sandra Licciardello has submitted an application for review and approval to rezone a certain 26.49 acre tract located at the southeast corner of 201st Street and US Highway 75 from AG (Agriculture) to CG (Commercial General) zoning.

- **GZ Case No. 249.**
  Champagne Metals has submitted an application for review and approval to rezone a certain 20.00 acre tract located approximately 660' north of the northwest corner of 158th Street and US Highway 75 from AG (Agriculture) to IL (Industrial Light) zoning.

- **Review of a Preliminary Subdivision Plat:**
  Ricky Jones with Tanner Consulting LLC, has submitted an application for the review and approval of a preliminary commercial subdivision plat (Byer's Company Addition). The plat consists of a certain 4.945 acre tract located south of 171st Street on the west side of Union Ave. This property is currently zoned CG (Commercial General).

- **Review of a Site Plan:**
  Ricky Jones with Tanner Consulting LLC, representing D.P Byers Company LLC has submitted an application on behalf of the property owner for the review and approval of a detailed site plan involving a commercial project to be constructed on Lot 1, Block 1 of the proposed Byer's Company Addition. This property is currently zoned CG (Commercial General).

<u>FUTURE DEVELOPMENT PROJECTS AWAITING INFORMATION FOR CITY PROCESSING:</u>

- Additional Phases of Mansfield Lane Subdivision.
- South 75 Business Park Phase II - Final Subdivision Plat Application
- Knight Trucking: Site Plan Covering Lot 1, Block 1 of South 75 Business Park – Phase II
- SW Corner of 151st Street and US Highway 75: Subdivision Plat & Associated Site Plan applications (commercial/multifamily)
- South side of 161st Street - east of US Highway 75: Large Lot Residential Subdivision Plat
- Sonoco Butane Blending Facility located east of US Highway 75 immediately north of the Texon project: Preliminary Subdivision Plat & Site Plan Applications

Glenpool Residential and Commercial Building Permit Statistics thru July:

• New Residential Permits Issued in July 2015:	19 Total
• New Commercial Permits Issued in July 2015:	-0- Total
• Current Active Residential Permits:	127 Total
• Current Active Commercial Permits:	11 Total
• 2014 Residential Permits Issued thru July:	77 Total
• 2015 Residential Permits Issued thru July:	97 Total
• 2014 Commercial Permits Issued thru July:	4 Total
• 2015 Commercial Permits Issued thru July:	4 Total

MINUTES
CITY COUNCIL MEETING
July 20, 2015

The Regular Session of the Glenpool City Council was held at 6:00 p.m., Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Jennifer Ballew; Tim Fox; and Patricia Agee. Councilors Momodou Ceesay and Brandon Kearns were absent.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Susan White, City Clerk; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief and Paul Newton, Fire Chief. Also present were: Kelly Fitzpatrick, representing Glenpool Chamber of Commerce and Kimberly Coody.

A) Mayor Fox called the meeting to order at 6:05 p.m.

B) Susan White, City Clerk called the roll. Mayor Fox declared a quorum present.

C) Mayor Fox offered the Invocation.

D) Mayor Fox led the Pledge of Allegiance.

E) Glenpool Chamber of Commerce Report – Kelly Fitzpatrick

Mr. Fitzpatrick reported that Ms. Amy Rogers had resigned her position as Chamber of Commerce President, effective immediately.

F) City Manager Report – Roger Kolman, City Manager

Mr. Kolman reported that he had recently attended the CMAO Conference in Claremore. He announced that he had applied to host a future Conference at the Glenpool Conference Center and was awarded the 2017 CMAO Conference.

Mr. Kolman announced his plan to take Friday off to celebrate his birthday.

G) Mayor Report – Tim Fox, Mayor

Mayor Fox informed the Council that he had attended a Block Party at Glen Pines Mobile Villiage sponsored by Landing Community Church. He complimented the Church on a successful event.

Mayor Fox reminded the Council and audience of upcoming community events including, the Fishing Derby slated for August 15, from 9 a.m. to 1 p.m. at the Glenpool Conference Center lake; August 21-22 Greater Tulsa Cultural Festival at the Conference Center; and Public Safety Days scheduled for October 24 from 10 a.m. to 2 p.m. at the Glenpool Public Safety Building.

H) Council Comments

None

I) Public Comments

None

J) Scheduled Business

1) **Discussion and possible action to approve minutes from July 6, 2015 meeting.**
MOTION: Councilor Agee moved, second by Councilor Ballew to approve minutes as presented.
FOR: Councilor Ballew; Mayor Fox; Councilor Agee
AGAINST: None
ABSENT: Vice-Mayor Ceesay; Councilor Kearns
Motion carried.

2) **Discussion and possible action to adopt Ordinance No. 703, An Ordinance Of The Council Of The City Of Glenpool Amending Title 1, Administration; Chapter 9, City Departments; Article B, Finance Department; Section** 1-9B-2: City Treasurer, **Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013)** To Conform To **Title 11, § 10-118 Of The Oklahoma Statutes, And Making Such Other Changes In Title 1, Chapter 9, Article B. As May Be Necessitated Thereby; Repealing All Ordinances Or Resolutions, Or Parts Of Ordinances Or Resolutions In Conflict Herewith; And Declaring An Emergency, tabled from July 6, 2015.**
Roger Kolman, City Manager described the changes represented in the amending ordinance and further described a slight modification to the language at 1-9B-2B(b) to add *municipal* budget, and strike ~~ordinance~~ at the end of the section.
MOTION: Councilor Agee moved, second by Councilor Ballew to adopt Ordinance No. 703 as amended.
FOR: Mayor Fox; Councilor Agee; Councilor Ballew
AGAINST: None
ABSENT: Vice-Mayor Ceesay; Councilor Kearns
Motion carried.

3) **Discussion and possible action to approve an Emergency Clause, upon finding it immediately necessary for the peace, health, and safety of the City of Glenpool and the inhabitants thereof that the provision of Ordinance 703 be put into full force and effect, thereby complying with Oklahoma Statutes and the City Code with respect to the appointment of a city treasurer, an emergency is hereby declared to exist by reason whereof the Ordinance shall take effect and be in full force and after its passage as provided by law, tabled from July 6, 2015.**
Lowell Peterson, City Attorney explained that state law requires a 3/4ths majority of the Council to approve an Emergency Clause. Since two members of the Council were absent, the required 3/4ths could not be obtained, therefore Mr. Peterson recommended foregoing the Emergency Clause.

4) **Discussion and possible action on Corporate Resolution No. 15-07-03 of the City of Glenpool, "A Resolution Of The Council Of The City Of Glenpool Appointing Julie Casteen As The City Treasurer Of The City Of Glenpool In Addition To Her Current Duties As Finance Director For The City Of Glenpool, In Accordance With The Provisions Of Title 11, § 10-118 Of The Oklahoma Statutes, And Title 1, Administration; Chapter 9, City Departments; Article B, Finance Department;**

Sections 1-9B-1, Finance Director; And 1-9B-2: City Treasurer, Of The Code Of Ordinances Of The City Of Glenpool, Oklahoma, (2013)."
Mr. Peterson presented the Resolution and recommended approval. The Resolution provides for the Finance Director to be appointed as the City Treasurer and assigns the salary for related duties in the municipal budget.
MOTION: Councilor Agee moved, second by Councilor Ballew to approve Resolution No. 15-07-03 as presented.
FOR: Councilor Agee; Councilor Ballew; Mayor Fox
AGAINST: None
ABSENT: Councilor Kearns; Vice-Mayor Ceesay
Motion carried.

5) **Discussion and possible action on Corporate Resolution No. 15-07-01 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2010 A And Taxable Refunding Series 2010 B, Dated as of December 1, 2010."**
Julie Casteen, Finance Director submitted Resolution No. 15-07-01 for approval. The Resolution renews the 2010 Revenue Bonds Security Agreement for the FY 15-16 Budget. The renewal is a neccesary action to conform to State budget law.
MOTION: Councilor Agee moved, second by Councilor Ballew to approve Resolution No. 15-07-01.
FOR: Councilor Ballew; Mayor Fox; Councilor Agee
AGAINST: None
ABSENT: Councilor Kearns; Vice-Mayor Ceesay
Motion carried.

6) **Discussion and possible action on Corporate Resolution No. 15-07-02 of the City of Glenpool, "Resolution Authorizing The City Of Glenpool To Renew That Certain Security Agreement By And Between The City Of Glenpool And The Glenpool Utility Services Authority With Respect To The Issuance Of Utility System Revenue Bonds, Tax Exempt Refunding Series 2011, Dated As Of January 1, 2011."**
Julie Casteen, Finance Director submitted Resolution No. 15-07-02 for approval. The Resolution renews the 2011 Revenue Bonds Security Agreement for the FY 15-16 Budget. The renewal is a neccesary action to conform to State budget law.
MOTION: Councilor Agee moved, second by Councilor Ballew to approve Resolution No. 15-07-02.
FOR: Mayor Fox; Councilor Agee; Councilor Ballew
AGAINST: None
ABSENT: Vice-Mayor Ceesay; Councilor Kearns
Motion carried.

7) **Discussion and possible action to approve/deny Tort Claim No. 200566-LR, Claimant Ms. Kimberly Coody.**
Mr. Lowell Peterson explained the unique situation associated with the claim due to the fact that the individual responsible for the accident was a member of the Oklahoma Department of Corrections work crew. The Tort Claims Act specifically exempts the city from liability when actions are attributable to a contractor of the city. Mr. Peterson recommended approval of the claim describing an anomaly where if a private contractor had been responsible for actions resulting in a claim, the claimant would have recourse against that private contractor

even though the City is exempted. In this case however, the ODOC is also exempted under state law from liability leaving no recourse for Ms. Coody to recover her associated costs of $279.80. Mr. Peterson advised that it would be a good business practice to pay the claim and he further stated that it would not set precedence.

Mr. Earl Henry pledged to pay for the damages realized by Ms. Coody if the City Council chose to deny the claim. Mr. Henry requested that his offer become part of the official record of the City.

Mayor Fox requested staff research the possibility of purchasing gap insurance to cover any future claims associated with ODOC work crews.

MOTION: Mayor Fox moved, second by Councilor Agee to approve Tort Claim No. 200566-LR and pay Ms. Kimberly Coody the claimed damages of $279.80.

FOR: Councilor Agee; Mayor Fox; Councilor Ballew

AGAINST: None

ABSENT: Councilor Kearns; Vice-Mayor Ceesay

Motion carried.

8) **Discussion and possible action to renew Agreement between the City of Glenpool and the Glenpool Chamber of Commerce for professional services and lease of space in the City Hall/Conference Center for FY 2015-2016.**

Mr. Kolman stated for the record that he is a member of the Chamber of Commerce Board of Directors. The Agreement has already been executed by the Chairman of the Chamber. The Agreement establishes a $20,000 stipend from the City in return for services provided by the Chamber which represent a city-wide benefit.

Councilor Ballew informed the Council that she too served as a Chamber of Commerce Board member and therefore would recuse herself from the vote. Upon her declaration to recuse, Mayor Fox requested a legal opinion from Mr. Peterson, since only three members of the Council were present and a vote would consist of two members. Mr. Peterson stated the action did not require a super majority, only a majority of those Council members present.

MOTION: Mayor Fox moved, second by Councilor Agee to approve the Agreement as presented.

FOR: Mayor Fox; Councilor Agee

ABSTAIN: Councilor Ballew

ABSENT: Councilor Kearns; Vice-Mayor Ceesay

Motion carried.

9) **Discussion and possible action to approve an Agreement between the City of Glenpool and the Glenpool School District for the Provision of a School Resource Officer, including drug dog services to the extent available, for Academic Year 2015-2016.**

Dennis Waller, Chief of Police presented the SRO Agreement for approval. He declared the Agreement is exactly the same as the previous year.

MOTION: Councilor Agee moved, second by Councilor Ballew to approve the Agreement for Academic Year 2015-2016, as presented.

FOR: Councilor Agee; Councilor Ballew; Mayor Fox

AGAINST: None

ABSENT: Councilor Kearns; Vice-Mayor Ceesay

Motion carried.

10) **Discussion and possible action to enter into a construction contract with Pavement Conservation Specialists, Inc. in an amount not to exceed $245,034.26, for the purpose**

of completion of Phase VII Street Improvement Project, and to authorize the City Manager to execute all contract documents.
Lynn Burrow, Community Development Director presented a bid package from Pavement Conservation Specialists, Inc. (PCS) for approval. Mr. Burrow advised that PCS was the only bid received on the project. The contract covers the completion of selected Phase VII projects. He further reported the City has engaged their services in prior recent years and recommended approval.
MOTION: Councilor Agee moved, second by Councilor Ballew to approve the Contract and authorize the City Manager to execute the contract at a cost not to exceed $245,034.26.
FOR:; Councilor Ballew; Mayor Fox; Councilor Agee
AGAINST: None
ABSENT: Councilor Kearns; Vice-Mayor Ceesay
Motion carried.

11) **Discussion and possible action to adopt the First Amendment To Agreement Of Compromise, Settlement and Release, being an amendment to the Settlement Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and Creek County Rural Water District No. 2, adopted May 11, 2015, with an effective date of May 15, 2015.**
Mr. Lowell Peterson, City Attorney introduced the First Amendment to the Agreement of Compromise, Settlement and Release. He declared that Glenpool employees had met with Creek County Rural Water District No. 2 employees and each had indicated that the amendment was agreeable. Mr. Peterson recommended approval.
MOTION: Councilor Agee moved, second by Councilor Ballew to approve the Amendment as presented.
FOR:; Mayor Fox; Councilor Agee; Councilor Ballew
AGAINST: None
ABSENT: Councilor Kearns; Vice-Mayor Ceesay
Motion carried.

L) Adjournment.

- Meeting was adjourned at 6:51 p.m.

____
Date

____
Mayor

ATTEST:

____
City Clerk

Staff Memo

Date: August 3, 2015

To: Honorable Mayor and City Council

From: Susan White, City Clerk

Re: OMRF Defined Contribution Plan Amendments

Background

On April 6, 2015 the Glenpool City Council approved Resolution 15-04-01, a Resolution approving two plan amendments to the Glenpool Retirement Plans. The amendments included changing from monthly accounting to daily accounting; and the ability for participants to request exclusive expert advice on their investments.

At that time, you were advised that following a two-thirds approval of the OMRF state-wide membership, a follow-up action by the City Council would be required to formally adopt amendments to the Master Plan Agreement and Joinder Agreement. The required action involves adoption of amending ordinances for each Master Plan and Joinder Agreement specific to the City Manager Plan, the Assistant City Manager Plan (currently no participant), and the Glenpool Plan (which provides for full-time, non-union employees). Other amendments represented in the ordinances include Plan language changes required by the IRS.

Staff Recommendation

Staff recommends approval.

Attachment

- Ordinance No. 705
- Ordinance No. 706
- Ordinance No. 707
- OMRF Summary of Material Changes
- OMRF Master Plan Document
- OMRF Joinder Agreements (3)

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
Mayor Tim Fox, Vice-Mayor Momodou Ceesay, Councilors: Patricia Agee, Jennifer Ballew and Brandon Kearns
City Manager Roger Kolman, City Clerk Susan White
www.glenpoolonline.com

ORDINANCE NO. 705

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE **CITY OF GLENPOOL**, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF GLENPOOL**, 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 GLENPOOL, 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 Glenpool**,** 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 Glenpool, 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 Glenpool, 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 Glenpool, 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 Glenpool on the 3rd day of August, 2015, and was duly adopted and approved by the Mayor and City Council, on the 3rd day of August, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Glenpool

By ____

Mayor

ATTEST:

____

Clerk

Approved as to form and legality on _________________________ , ________ .

____

CITY ATTORNEY

ORDINANCE NO. 706

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF ASSISTANT CITY MANAGER FOR THE **CITY OF GLENPOOL**, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF GLENPOOL**, 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 GLENPOOL, 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 Glenpool**,** 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 Glenpool, 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 Glenpool, 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 Glenpool, 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 Glenpool on the 3rd day of August, 2015, and was duly adopted and approved by the Mayor and City Council, on the 3rd day of August, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Glenpool

By ____

Mayor

ATTEST:

____

Clerk

Approved as to form and legality on __________________________ , ________ .

____

CITY ATTORNEY

ORDINANCE NO. 707

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF ASSISTANT CITY MANAGER FOR THE **CITY OF GLENPOOL & GLENPOOL UTILITY SERVICE AUTHORITY**, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF GLENPOOL & GLENPOOL UTILITY SERVICE AUTHORITY**, 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 GLENPOOL & GLENPOOL UTILITY SERVICE AUTHORITY, 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 Glenpool & Glenpool Utility Service Authority**,** 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 Glenpool & Glenpool Utility Service Authority, 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 Glenpool & Glenpool Utility Service Authority, 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 Glenpool & Glenpool Utility Service Authority, 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 Glenpool & Glenpool Utility Service Authority on the 3rd day of August, 2015, and was duly adopted and approved by the Mayor and City Council, on the 3rd day of August, 2015, after compliance with notice requirements of the Open Meeting Law (25 OSA, Sections 301, et. seq.).

City of Glenpool & Glenpool Utility Service Authority

By ____
Mayor

ATTEST:

____
Clerk

Approved as to form and legality on __________________________ , ________ .

____
CITY ATTORNEY

McAFEE & TAFT
A PROFESSIONAL CORPORATION

10TH FLOOR • TWO LEADERSHIP SQUARE
211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103
(405) 235-9621 • FAX (405) 235-0439
www.mcafeetaft.com

M E M O R A N D U M

TO: Oklahoma Municipal Retirement Fund

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

DATE: May 7, 2015

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

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

A. Master Defined Contribution Plan

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

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

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

B. <u>Joinder Agreement</u>

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

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

OKLAHOMA MUNICIPAL RETIREMENT FUND 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 GWilkinson

ATTEST:

By ______________________

(CORPORATE SEAL)

OKLAHOMA MUNICIPAL RETIREMENT FUND OFFICIAL SEAL OKLA.

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

(NOTARY SEAL)

NOTARY SEAL PUBLIC
JO MAUREEN ELLIOTT
Notary Public
State of Oklahoma
Commission # 06005411 Expires 06/01/18

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Glenpool, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Glenpool, hereby establishes a Defined Contribution Plan to be known as **City of Glenpool 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).

[**X**] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective November 1, 2004. 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.

[**X**] Any person who, [**X**] on or after the Effective Date, [ ] as of , holds the position of:

- [**X**] 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.

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[**X**] 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:

[**X**] Pick-up Option. Each Employee shall be required to contribute to the Plan **_5.00_**% 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.

[**X**] Variable Option.

[**X**] 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.

[**X**] 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.

[**X**] 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.

[**X**] 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:

[**X**] 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

[**X**] 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

Years of Service	Vested Percentage	Forfeited Percentage
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

Years of Service	Vested Percentage	Forfeited Percentage
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

Years of Service	Vested Percentage	Forfeited Percentage
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%

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
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**:**

a. 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).

b. 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).

c. 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)).

Years of Service	Vested Percentage	Forfeited Percentage
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.

[**X**] Participant loans shall be offered pursuant to Section 6.14 of the Plan; provided that the maximum loan amount shall be 50% of the Participant's vested Account balance and there shall not be more than two loans (rather than one loan) outstanding at any time with respect to a Participant.

[ ] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] 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.

[X] 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 Glenpool** 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 Glenpool

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.

Exhibit A

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Glenpool, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Glenpool, hereby establishes a Defined Contribution Plan to be known as **City of Glenpool 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).

[**X**] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 2008. The effective date of this Joinder Agreement is **October 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

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

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

[**X**] Any person who, [**X**] 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.
- [**X**] 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.

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity Pay.
[**X**] 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:

[**X**] Pick-up Option. Each Employee shall be required to contribute to the Plan **_5.00_**% 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.

[**X**] Variable Option.

[**X**] 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.

[**X**] 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.

[**X**] 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.

[**X**] 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:
[**X**] 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
[**X**] 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

Years of Service	Vested Percentage	Forfeited Percentage
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

Years of Service	Vested Percentage	Forfeited Percentage
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

Years of Service	Vested Percentage	Forfeited Percentage
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%

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
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**:**

a. 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).

b. 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).

c. 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)).

Years of Service	Vested Percentage	Forfeited Percentage
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.

[**X**] Participant loans shall be offered pursuant to Section 6.14 of the Plan; provided that the maximum loan amount shall be 50% of the Participant's vested Account balance and there shall not be more than two loans (rather than one loan) outstanding at any time with respect to a Participant.

[ ] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] 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.

[X] 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 Glenpool** 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 Glenpool & Glenpool Utility Service Authority

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
JOINDER AGREEMENT

City of Glenpool & Glenpool Utility Service Authority, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Glenpool, hereby establishes a Defined Contribution Plan to be known as **City of Glenpool & Glenpool Utility Service Authority 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).

[**X**] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective August 1, 2004. 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:

[**X**] 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:

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

[**X**] Any person in the following position and who is covered under another retirement program or system approved by the City:

- [**X**] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [**X**] 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.

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity Pay.
[**X**] 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:

[**X**] Pick-up Option. Each Employee shall be required to contribute to the Plan **_2.00_**% 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.

[**X**] Variable Option.

[**X**] 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.

[**X**] 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.

[**X**] 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.

[**X**] 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:

[**X**] 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

[**X**] 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

Years of Service	Vested Percentage	Forfeited Percentage
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

Years of Service	Vested Percentage	Forfeited Percentage
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

Years of Service	Vested Percentage	Forfeited Percentage
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%

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
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**:**

a. 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).

b. 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).

c. 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)).

Years of Service	Vested Percentage	Forfeited Percentage
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.

[**X**] Participant loans shall be offered pursuant to Section 6.14 of the Plan; provided that the maximum loan amount shall be 50% of the Participant's vested Account balance and there shall not be more than two loans (rather than one loan) outstanding at any time with respect to a Participant.

[ ] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] 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.

[X] 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 Glenpool & Glenpool Utility Service Authority** 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 Glenpool & Glenpool Utility Service Authority

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 Assurance Group
P.O. Box 691719 • Tulsa, OK 74169 • 918/439-9442 • 800/234-9461 • fax: 918/439-9443 • www.omag.org

July 24, 2015

Mr. and Mrs. Paul Murray
1124 E. 144th Street
Glenpool, OK 74033

RE:	Member	:	City of Glenpool
	Claimant	:	Yesenia Marquez-Murray and Paul Murray
	Date of Loss	:	5/23/15
	Claim No.	:	200504-ME

Dear Mr. and Mrs. Murray:

As the adjuster for the Oklahoma Municipal Assurance Group, the insurer for the City of Glenpool, I am recommending denial of this claim and find no liability on the City's part. Oklahoma law has consistently held that a municipality is not an insurer of its sanitary sewer system. This means that a municipality is not automatically liable for damages to property which result from a sanitary sewer overflow. A municipality may be liable only if it had prior notice of a defect or problem in the sewer line and failed to take appropriate remedial action within a reasonable time before the damage occurred.

Our investigation indicates that the cause of this sewer backup was inflow and infiltration into the sewer system due to the extremely heavy rainfall.

Therefore, we have determined that the City of Glenpool was not negligent in its maintenance of the sanitary sewer line. Accordingly, while we regret the inconvenience and distress involved in the clean up, we do not believe that state law authorizes us to pay for these damages on behalf of the City of Glenpool.

Sincerely,

Mary Ellis

Mary Ellis, CPCU, AIC
Claims Supervisor

cc: City of Glenpool ✓

NOTICE OF TORT CLAIM

OKLAHOMA MUNICIPAL ASSURANCE GROUP (OMAG) – MUNICIPAL LIABILITY PROTECTION PLAN

A. CLAIMANT REPORT

To the ______________________________

Public entity you are filing the claim against.

PLEASE PRINT OR TYPE AND SIGN

IMPORTANT NOTICE: This notice will be sent to OMAG Claims Dept. for investigation. You may expect them to contact you.

CLAIMANT(S) Yesenia Marquez-Murray Paul Murray CLAIMANT(S) SOCIAL SECURITY NO. [redacted]

ADDRESS 1124 E 144th St Glenpool OK CLAIMANT(S) DATE OF BIRTH [redacted] Circle: M (F)

PHONE: HOME [redacted] BUS. ([redacted]

(Continue on another sheet if needed for any information requested) 8215

1. DATE AND TIME OF INCIDENT (Exact Date Required) 5/23/15 (✓) a.m. ( ) p.m.
2. LOCATION OF INCIDENT 1124 E 144th St Glenpool, OK 74033
3. DESCRIBE INCIDENT During the flood ~~water~~ and sewer was coming out of ~~all~~ all drains into my kitchen, bathroom, livingroom and hallway it also got on ~~my~~ my walls in the Hot water closet about 3-4 inches
4. LIST ALL PERSONS AND/OR PROPERTY FOR WHICH YOU ARE CLAIMING DAMAGES: this happens everytime it floods

BODILY INJURY: WAS CLAIMANT INJURED? YES___ NO ✓ If yes, complete this section

Describe injury ______________________________

WERE YOU ON THE JOB AT THE TIME OF INJURY? YES___ NO___ If so, please provide Employer info.

Employer's Name Address Phone

ALL MEDICAL BILLS (attach copies) $__________

LIST OTHER DAMAGES CLAIMED $__________

MEDICARE/MEDICAID/SOCIAL SECURITY DISABILITY:

Is there any Social Security Disability involvement ___Yes ✓ No

Has any medical bill been paid or will be paid by Medicare/Medicaid? ___Yes ✓ No. If so, list Medicare/Medicaid Number.

Medicare/Medicaid Number __________

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

Medicare/Medicaid Beneficiary Name (please print) Medicare/Medicaid Beneficiary Name Signature

PROPERTY DAMAGE: Proof that you are the owner of the vehicle or property allegedly damaged as specified in your claim will be required.

VEHICLE YEAR__________ MAKE __________ MODEL__________

NOTE: **If damage is to a vehicle, a photocopy of your motor vehicle title is required.**

IF NOT A VEHICLE, DESCRIBE PROPERTY AND LOSS I am needing to replace my sheet rock in my house due to the drain problem

We replaced the padding PROPERTY DAMAGE (Attach repair bills or estimates if available) $

and hired someone to remove the water out of the carpet LIST OTHER DAMAGES CLAIMED $

5. NAME OF YOUR INSURANCE CO.	POLICY NO.	AMOUNT CLAIMED	AMOUNT RECEIVED
		$	$

6. The names of any witnesses known to you:

Name	Address	Phone Number
Jaime Marquez	~~[illegible]~~ Kiefer OK	[redacted]
Michael Rowlett	Kiefer OK	[redacted]

STATE THE EXACT AMOUNT OF COMPENSATION YOU WOULD ACCEPT AS FULL SETTLEMENT ON THIS CLAIM.

TOTAL CLAIM............$ 1045.00

SIGNATURE(S) Yesenia Murray

DATE 5/28/15

CONTINUE ON THE BACK

B. THIS SECTION IS FOR USE BY THE PUBLIC ENTITY WHICH RECEIVES THE CLAIM

To inquire about this claim you may write to OMAG Claims Dept. or call 1-800-234-9461

This Notice of Tort Claim was received by Susan White

(Title) City Clerk, on May 28, 2015

For further information on this claim contact ______

(Title) ______, by telephone at (___) ______

The following reports, statements or other documentation, which support our understanding of the facts relating to this claim are attached:

Email from Wes Richter ST Services

Information for City Owned Vehicle Involved:

Year: ______ Make: ______ Model: ______ Last 4 Vin#: ______ Dept: ______

As a result of this incident, are there damages to the City vehicle? ___YES ___NO

If YES, please fill out an **OMAG Auto Loss Notice** to have it repaired.

Persons who have knowledge of the circumstances surrounding this claim are:

	Name	Title/Position	Telephone
1.	Lynn Burrow	Com Dev. Dir.	918-209-4613
2.			
3.			
4.			

Submitted by: [signature] Date May 29, 2015

Title: City Clerk

AFTER THE PUBLIC ENTITY HAS RECEIVED THIS CLAIM, PLEASE PROVIDE INFORMATION REQUESTED ABOVE AND IMMEDIATELY SEND TO:

OMAG Claims Dept.
3650 S. Boulevard
Edmond, OK 73013
Phone (405) 657-1400
Fax (405) 657-1401
claimsdepartment@omag.org

Susan White

From: Lynn Burrow
Sent: Friday, May 29, 2015 7:21 AM
To: Susan White
Cc: Roger Kolman
Subject: FW: 14243 S. Hickory Pl.
Attachments: Untitled_Message.zip

Susan,

This is regarding the property owner you and I have talked to about sewer back-up and flooding in her home and her desire to file a tort claim. I'll keep you posted. Thanks.

From: Richter, Wesley [mailto:Wes.Richter@STServices.com]
Sent: Thursday, May 28, 2015 5:14 PM
To: Lynn Burrow
Cc: Roger Kolman; Bannen, John
Subject: 14243 S. Hickory Pl.

Lynn,

Jeremy went to 14243 S. Hickory Pl. per your request here is what he found.
The back yards are flooding from the field/pond on the other side of the fence and the sewer backing up is due to several of the houses cutting off the cleanouts at or below ground level to drain the yards. There are pictures that he took that I have attached to show the water going into the sewer cleanouts. I advised Jeremy to put caps on them to stop the ini coming into our system but I have a feeling they will just keep removing them to drain their yards. Can you or someone from the city help enforce that the cleanout is not a storm water drain. I don't know if the city has an ordinance or code for that but is that something maybe you could look into. With all the flood water going into the sewer lines it will cause it to seem like there is a sewer back up when there isn't.
If you have any questions contact me.
Thanks

Wes Richter
Plant Manager
Severn Trent Services
Jenks Oklahoma
Office 918-299-3951
Fax 918-299-7820
Cell 918-830-2119
Email Wes.Richter@STServices.com

City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR AND CITY COUNCIL

From: Lynn Burrow, Director of Community Development

Date: August 3, 2015

Subject: Morris Park User Agreement with Glenpool Youth Football, 2015 and 2016 Practice Seasons

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Background:

The City is interested in allowing Glenpool Youth Football, Inc., to have non-exclusive but reserve option use of Morris Park during the 2015 and 2016 practice seasons for football practice and cheerleader training. This will ensure that the City can also continue to provide for general community park uses and areas for adult and youth sports activities. Glenpool Youth Football, in turn, desires to fulfill the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth football and cheerleading activities.

The activities contemplated by the proposed User Agreement will be provided entirely by volunteers. No company, person nor any other entity is permitted to derive profit from park operations.

The Agreement provides the terms and conditions under which GYF may use the defined Premises for football practice, cheerleading training and related purposes so long as they are consistent with offering playing fields and spectator facilities to the public. It sets forth the operational and maintenance responsibilities of each of the City and GYF; identifies responsibility for various costs; and establishes a process to provide improvements and upgrades to the Premises, as needed or appropriate.

It is important to note that, although the User Agreement allows GYF to provide the City a schedule of anticipated dates and times for its practice and training activities, and to reserve the Premises for their exclusive use on a first-come, first-served basis, it does not guarantee usage by GYF if another entity reserves the Premises ahead of them. It also does not permit GYF to exclude, at any time, any other users of the Premises during times not reserved by GYF.

Glenpool Youth Baseball has authorized use of the concession facility by Glenpool Youth Football, Inc., under the same terms and conditions that apply to GYB during its usage season.

The initial term of July 1, 2015 - December 31, 2015, will renew automatically for July 1, 2016 – December 31, 2016, unless either party provides 60 days notice otherwise.

Staff Recommendation:

Staff recommends that the Council approve the attached User Agreement and thereby authorize the Mayor to execute the User Agreement and Community Development to take such other actions as may be needed for its full implementation.

Attachments:

- Proposed User Agreement with Glenpool Youth Football, Inc.

City of Glenpool
Morris Park User Agreement with Glenpool Youth Football, Inc.
Term: As Of July 1 – December 31, 2015; and July 1 – December 31, 2016

This agreement is entered into between the **City of Glenpool**, an Oklahoma municipal corporation ("City") and **Glenpool Youth Football, Inc.** ("User"), of Glenpool, Oklahoma, a non-profit youth sports organization, for the use of an area of land in Morris Park to be designated herein and for purposes set forth herein ("Agreement"). This Agreement shall become effective upon the latter of adoption and execution by the Mayor of Glenpool, upon an approving vote by the Glenpool City Council; execution by the duly authorized President of Glenpool Youth Football, Inc.; and provision of all documents required by Section 15 of this Agreement ("Effective Date").

1. Background and Purpose

A. The City owns Morris Park and, in addition to providing for general community park uses and areas for adult and youth sports activities, the City desires to provide the Premises defined in Section 2 of this Agreement for use by the User and for the purpose of serving children in Glenpool and surrounding communities by providing recreational opportunities through youth football and cheer activities (together, all proposed youth activity on the Premises is referred to as the "Sport").

B. The parties acknowledge and agree that the activities contemplated by this Agreement will be provided entirely by volunteers. No company, person nor any other entity shall derive profit under this Agreement other than as provided herein.

C. The purpose of this Agreement is to:

i. Provide the terms and conditions under which User may use the defined Premises for Sport-related practice activities and such other Sport- related purposes as are consistent with the intent of this Agreement.

ii. Define operational and maintenance responsibilities.

iii. Identify responsibility for costs.

iv. Identify a process to provide improvements and upgrades to the Premises, as needed or appropriate.

2. Definition of Premises (Refer to Exhibit A) and Ownership

A. The following property is made available to User for Sport activities. The City shall retain all rights of ownership, to include without limitation full access to the Premises at any time and the right to approve or disapprove any concurrent use by other sport teams or individuals, provided that approval will not be unreasonably denied:

All five baseball outfields located at Morris Park, City of Glenpool, together with entry and exit ways, restroom and concession buildings, parking lot, bleacher systems, necessary electrical lighting systems, fences and all appurtenant areas (the "Premises"). See attached aerial view at Exhibit A, incorporated herein by reference. In the event of any conflict between this Section 2 .A and Exhibit A, Exhibit A shall control.

B. The concession building is owned by the City. However, contents of the concession building, more specifically: freezers, coolers, refrigerators, microwaves, popcorn maker, ice machine, cash boxes, and shelving, are owned by the User or used by the User with the consent of the Glenpool Baseball League and may be stored/retained in the concession building until such time as the City or the Glenpool Baseball League directs User to remove them, provided that all perishable food items shall be removed from the concession building at the end of the Sport activity season. City will otherwise direct User to remove such items of personal property only upon termination of this Agreement or for other good cause. Neither the City nor the User shall allow any third party, other than the Glenpool Baseball League if needed, to operate the concession facility during the Term of this Agreement.

C. The Con-X boxes (storage containers) located on the Premises are owned by the City. However, all of the contents of these boxes are owned by the User or the Glenpool Baseball League. A designation will be created for each of the Con-X boxes by the City, designating each box for either of, and exclusively for, the football or baseball program.

3. Term of Agreement and Scheduling Requirements

A. The initial Term of this Agreement shall extend from July 1 through December 31, in each of calendar years 2015 and 2016. If this Agreement is renewed in accordance with subsection B of this section 3, each successive term shall be for the next succeeding two calendar year Sport activity seasons of July 1 through December 31.

B. User shall have the perpetual option to renew this Agreement for an additional two calendar year Sport practice seasons, upon providing written notice of intent to renew to the City Manager by no later than 60 days prior to the end of the current Term. The City will not unreasonably refuse to renew the Agreement.

C. User understands and acknowledges that Premises are, by necessity as a public entity, shared with the general public. Therefore, User agrees to abide by the following:

i. During all hours of park operation not specifically scheduled for User's exclusive use for Sport-related activities, User will ensure that the Premises are unlocked and open to the general public, provided that the restroom, concession building, storeroom building and drive thru gate may be locked for safe-keeping.

ii. In all cases, once User has notified the Community Development Department of its bona fide need to use the Premises on a given date and time, User shall have priority over the general public or any other user.

iii. City acknowledges that User has first priority for exclusive usage, throughout the Term of this Agreement as defined in section 3.A., during all periods expressly reserved by submission of the corresponding date and request for reservation to the Community Development Department. During any period of time not within the Term of this Agreement (*i.e.*, from January 1 through June 30 of any calendar year), reservation of the Premises for any purpose shall be on a first-come, first-served basis (unless otherwise leased).

D. To the fullest extent that they can be known in advance, activity schedules shall be submitted to the Community Development Department no later than fourteen (14) days prior to the commencement of seasonal Sport activities. This schedule shall serve to reserve use of the Premises exclusively to User at all times for which such dates have been submitted. Such schedule shall be prominently posted at Morris Park and updated as circumstances change.

E. Unplanned or previously unscheduled Sport activities must be reserved as promptly as possible after such dates are known to User. If, during the Term of this Agreement, it is necessary for User to make changes in the schedule provided under section 3.D. and User notifies the Community Development Department at least 24 hours in advance, such reservation will ensure exclusive use of the Premises by User for designated date/time just as in the case of the dates previously scheduled and submitted.

F. Scheduling of User Sport activities will be coordinated with the Community Development Department. In the event of scheduling conflicts with activities of other users than User, User will have first priority for exclusive use provided that the 24-hour advance notice required by section 3.E. is observed.

4. Scope of License Granted

A. As noted in Section 3 above, this Agreement does not confer exclusive use of the Premises to User or to any other user except for such dates and times as are on record with the Community Development Department and for which there is no prior reservation.

B. User acknowledges that access to the Premises is intended solely for the purpose of promoting Sport-related activities and User agrees that it shall not use, or permit the Premises to be used, for any other purpose without the prior approval of the Community Development Department.

C. The Community Development Department will issue to User's President or staff members designated by User's President in writing, keys and/or lock combinations for necessary gates and doors to allow access to the Premises. The Community Development Department will maintain a register of key assignments and any person issued a key will be responsible for ensuring that all facilities are secure upon departure of the Premises, not permitting unregistered persons to have or use keys, and return of all keys upon either termination of this Agreement or in the event such designated person's status no longer requires use of the keys. There will be a $5.00 replacement charge for each key lost and/or not returned. In the event User requests the locks be changed at the Premises, User will bear all costs associated with the change.

D. The City shall have the right to enter the Premises for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance. The City reserves the right to use any/all portions of the site in times of natural disaster, emergency or other community-wide higher use need. City will attempt to coordinate any such action with User to minimize any negative impact on scheduled Sport activities.

5. User Fee/Damage Deposit

A. A non-refundable damage deposit otherwise applicable, payable to the Community Development Department at the time of executing this Agreement and to be kept by the City as a User Fee to offset City maintenance costs, shall be waived in its entirety for the initial Term of this Agreement. Such User Fee may be subject to negotiation of the parties upon renewal of this Agreement.

B. User will be responsible for all damages incurred to City property inside the fenced area of the Premises (buildings, irrigation components, fences, signs, posts, gates, landscaping, roadways, walkways, playing fields, electrical, plumbing and mechanical systems, etc.), other than normal wear and tear, that are directly attributable to the actions of User volunteers, coaches, players, board members, or by the general public during User activities. City shall notify User of damages or other violations of this Agreement promptly upon occurrence. User may correct the violation or repair such damages within thirty (30) days of such notification. If User chooses not to do so, then City shall repair the damage and send written notification to User detailing expenditures. User shall reimburse City for damage costs as applicable under this section.

6. Improvements (Responsibility, Maintenance and Ownership)

A. Premises and all permanent fixtures thereto shall remain for all purposes and throughout the term of this Agreement the property of City, except as otherwise stated for storage facilities, and may not be modified, altered, or destroyed without the prior written permission of City. Further, User may not build or bring onto the Premises any improvements, structures or fixtures of any kind without the prior written permission of the Community Development Department. User shall not make any alterations, modifications or permanent changes to ball fields, irrigation systems, concession or bathroom facilities, parking lots, trees, fences, or plumbing or electrical systems without the prior written consent of the City.

B. User shall retain all rights of ownership of any temporary fixtures or personal property installed, stored or otherwise maintained on the Premises and belonging to the User as of and following the Effective Date of this Agreement (the "Personal Property"), provided that written permission has been granted for any temporary fixtures, until the expiration or termination of this Agreement. Upon such expiration or termination User shall have ninety (90) days in which to remove its Personal Property. Property not removed in that period shall become property of the City. Temporary fixtures that cannot be removed without damage to the Premises will be treated as permanent fixtures belonging to the City.

C. User shall be responsible for all costs of repairing, maintaining and servicing all fixtures and personal property owned by User and maintained or stored on the Premises for benefit of the User.

D. City and User may, in the discretion of and by written separate agreement negotiated between the parties, share in the cost of permanent fixtures or improvements that are determined to have a shared benefit to the Userand the general community. The amount of such shared cost, if any, will be set forth in such separately negotiated agreement. In the event of expiration of this Agreement without renewal, ownership of any such fixtures or improvements shall also be established by such separate agreement.

7. Maintenance Obligations and Schedules

A. User. User shall be responsible to provide on-going maintenance to such personal property, fixtures and improvements to the Premises as to which it claims ownership or which are installed for its benefit and located within fenced areas of the playing fields. User shall maintain these facilities in good condition, at its own cost and expense, recognizing they are part of a park serving the general public. Specifically this obligation includes:

i. User shall inspect Premises immediately prior to and immediately after each use, and shall immediately notify City of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, User shall not allow individuals to utilize Premises until the defective portion of Premises has been repaired or replaced. User shall be solely responsible for any replacements or repairs it authorizes or performs.

ii. User shall provide at its own expense any chalk, lime, paint or other supplies required to ensure that playing fields are in suitable condition for use.

iii. Stocking and cleaning the restroom facilities, including all paper goods and cleaning supplies.

iv. Stocking, cleaning and general upkeep of the concession area.

v. Cleanliness of everything inside the fenced area of Premises, including removal of all trash from the Premises.

vi. User is allowed to dump trash accumulated during its use of the Premises in commercial dumpster(s) provided by the City. City shall be responsible for ensuring that the Premises are clean and free of trash or debris prior to use by User for any period that is reserved for exclusive use.

vii. Dumping of trash containers located in the parking area(s) of the Premises into the designated dumpster.

viii. Maintenance of all improvements owned by User.

ix. General cleanliness and upkeep of any facilities used on the Premises.

x. All mowing and edging of the fenced-in Premises, whether directly or by assignment to a third party.

xi. User shall comply with any present or future federal, state, or City of Glenpool ordinances, laws and policies with regard to pesticide/herbicide use, chemical applications, energy and water consumption, including the application of such fertilizer(s) and weed control product(s) as may be necessary to maintain the Premises to a reasonably professional standard for Sport playing conditions.

xii. The allocation of responsibility and adequacy of timing for the foregoing functions shall be subject to the approval of the Community Development Department, which approval shall not be unreasonably withheld, provided that responsibility for compliance with the maintenance plan shall in all cases be that of the User regardless of any shared arrangements User and third parties may negotiate.

xiii. User agrees to ensure that, when Sport activities are over, all persons have left the Premises and all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) are turned off by the park curfew unless User obtains permission from the Community DevelopmentDepartment to continue beyond curfew. Park curfew is set by City Ordinance. User shall also be responsible to ensure that all buildings, windows, lockable areas and gates are properly secured before leaving the Premises; and clear the site of trash, litter and debris.

xiv. User agrees to take all reasonable precautions to prevent waste, damage or injury to Premises by User or by any team or individual under User auspices or by any member of the audience attending User activities.

xv. Optional - In addition to the foregoing minimum maintenance standards, User may provide maintenance or services to a higher or more frequent standard than identified above, provided that User shall assume all related costs resulting from such higher standard.

B. City. The City shall be responsible for:

i. City shall provide the services and/or costs for services for on-going, scheduled maintenance to all aspects of the Premises other than mowing of the fenced-in Premises and upkeep of Personal Property, fixtures or Improvements belonging to User as outlined in section 7.A. These services shall include the following maintenance, without limitation:

- Improvements for the benefit of the general public at the playing fields, bridges, entrance gates, park access road, graveled parking lot, permanent public restroom/concession stand, paved walkways, playground equipment, irrigation system and all grass covered areas, trees and shrubs (other than playing fields);
- Adequate trash dumpster and/or poly cart service for routine activities;
- All sewerage, concession/bathroom building electrical and plumbing related repairs;
- Parking lot and playing field lighting;
- All fences, backstops and related structures to ensure public safety;
- Mow or treat with herbicide unwanted vegetation around and below bleachers;
- Turn off and winterize water and related systems following the agreed-upon close of Sport playing season(s);
- Return water and related systems to operational status in time for commencement of Sport playing season, as agreed upon between User and City;
- Set up traffic barricades when appropriate to restrict vehicular traffic from high water areas or other unsafe situations.

ii. Scheduled maintenance to be performed by the City shall be as follows, at the discretion of the City to adopt modified schedules:

- Mowing (of only areas in Morris Park that lie outside the fenced-in Premises): Grass covered areas will be mowed, on average, once per week during the growing season;
- Park access road /parking lot: The graveled park access road and parking lot will be graded each year as needed, prior to the beginning of Sport play;
- Trash removal: Prior to leaving the Premises following their use by User, User shall collect all trash, litter and debris from the playing field areas and parking lots, and place it in the dumpster provided to the Park for removal by the City. The dumpster shall be emptied in accordance with the City's contracted schedule.
- Pruning: Pruning of trees and shrubs shall be done annually by the City.

iii. City will assume all costs for: the foregoing services, including the cost of repairing or replacing facilities owned by the City unless damaged by User; and the costs of improvements it has determined are provided solely to meet the general community's interests.

8. Utilities

City does now and will continue to pay for electricity, water, sewer, trash and miscellaneous utility services without charge to User, provided that User complies with the requirements of section 7.A.(xiii) of this Agreement to turn off and lock all electrical facilities (interior building lights, air conditioners, electrical devices, telephones, playing field lights) at the end of each period of use.

9. Concessions

A. User may operate a concession facility after obtaining all required food handler permits and submitting copies of said permits to City. User agrees to adhere to all Oklahoma State Department of Health, Tulsa County Department of Health, and City of Glenpool regulations pertaining to said operations.

B. User will receive all revenues from concession operations and will be the sole provider at Premises during scheduled Sports activities, and shall secure the concession facility to prevent operations by unauthorized third parties during periods not being used by User.

C. Use of the concession facility for the sale of concessions is subject to the following conditions:

i. All food storage/food preparation procedures and equipment must be operated under the Tulsa City-County Health Department rules and policies and City of Glenpool ordinances.

ii. Operation of the concession facility will at all times require the presence of at least one User representative who holds a current Tulsa City- County Health Department food handler's permit and has attended the Tulsa City-County Health Department food handler's workshop.

D. User may retain and use revenues collected from the sale of concessions for Sport-related purposes, subject to any applicable sales tax obligation that may be due and payable in accordance with State law. (To the extent that User claims exemption from local and/or State sales tax, it will be the duty of User to maintain documentation of such exemption and User will indemnify the City from all liability with respect to any unpaid sales taxes.)

10. Coach Certification

A. User acknowledges that it is responsible for ensuring that all head coaches are properly trained and certified under the USA Football association and agrees that no head coach shall be allowed to participate in User-sponsored Sport activities without such certification and all Sport-specific credentials that are typically required in youthsports programs.

B. City reserves the right to run a Criminal Background Check for youth Sports managers, coaches or other User personnel.

11. Insurance; Indemnification; and Release of claims

A. Without limiting City's right to indemnification, User and any contractors with which it conducts business related to the Premises shall obtain insurance in no less than or in terms more restrictive than the following:

<u>General Liability Insurance</u> covering all Premises and activities. The applicable limit of liability shall not be less than One Million Dollars ($1,000,000.00) per claimant, One Million Dollars ($1,000,000.00) annual aggregate;

Each time this Agreement is renewed, City reserves the right to review and adjust the minimum amount of insurance coverage required of User.

B. <u>City as Additional Insured</u>. User shall include City, its officials, representatives, agents and employees as additional insured on all required insurance policies. User shall also require any contractors with which it conducts business related to the Premises to list City as an additional insured. User shall arrange for certificates of insurance and endorsements to be submitted to the City Attorney for approval prior to allowing any person, including but not limited to Sports participants, to commence work or engage in any activities under this Agreement.

C. <u>Notice of Insurance Cancellation</u>. Such coverage shall not be canceled or materially changed without giving City at least thirty (30) days prior written notification. The insurers shall have no recourse against City for payment of any insurance premium. Any insurance benefit protecting City against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to City.

D. User Waiver of Claims. User hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from City for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies. User agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

E. Indemnification. User shall indemnify, defend and hold harmless the City, its officers, agents, representatives, volunteers and employees against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suit, actions or proceeding of any nature whatsoever, including reasonable attorney fees, by reason of or arising out of any act, omission, negligence or misconduct of User guests, invitees, members, volunteers, representatives, officers, agents, employees and contractors or subcontractors in performing or failing to perform any of its obligations under this Agreement. This indemnification provision shall exclude only such actions as arise directly and solely out of the negligence of willful misconduct of the City or any of its officers, agents, representatives, volunteers and employees, and in accordance with the terms, conditions and exceptions provided by the Oklahoma Governmental Tort Claims Act.

F. Activities within the scope of this provision include without limitation:

i. Failure by User to perform any of the terms or conditions of this Agreement;

ii. Any injury or damage happening on or about the Premises;

iii. Failure to comply with any law of any governmental authority; or

iv. Any mechanic's lien or security interest filed against equipment, materials, or alterations of buildings or improvements that belong to the City.

G. During those times that User is in control of the Premises, City shall not be liable for any injury or damages to any property or to any person using the Premises nor for damage to any property of User. In the event that any suit based upon such a claim, action, liability, loss, costs, expenses and damages is brought against the City, User shall defend the same at its sole cost and expense; provided that, the City retains the right to participate in said suit if any principle of governmental or public law is involved. If a final judgment is rendered against the City or any of its officers, agents, and employees, or jointly against the City and User and/or their respective officers, agents, and employees, User shall satisfy such judgment in its entirety.

H. User will require a parent or legal guardian of every participant in its Sport program who is not an adult to sign a release form as consideration for participating in the program, that forever releases and discharges City, its officers, agents, employees, volunteers, successors and assigns of and from , all liability, claims or demands for any and all injuries to such participant or to any minor as to which the participant has lawful custody arising or which may arise from any accident that may occur.

I. A release in the form provided by User at Exhibit F shall be signed by a parent or legal guardian of every signed-up User participant, and must be maintained by User throughout each Term of this Agreement. The City reserves the right to request that a copy of such release be provided for verification no more than 14 days prior to the start of season. The parent or legal guardian of any such User participant who signs up for participation must sign a release in the form attached as Exhibit F to this Agreement before using the Premises for any purpose.

J. User acknowledges and agrees that it shall be responsible for any damages occurring to City property (buildings, irrigation components, fences, signs, posts, walkways, parking lots, gates, landscaping, roadways, sports fields, electrical, plumbing and mechanical systems) that are directly attributable to deliberate or negligent acts of User volunteers, coaches, players, board members, or by the general public during User activities. User shall not be responsible for damages or vandalism occurring while User is not using the Premises.

12. Accident/Incident Reporting Requirement

A. User shall submit to the Community Development Department an accident/incident report form, approved by City, within three working days following any/all injuries, acts of vandalism, theft, or altercations of any kind. Documentation from police, fire, EMSA and/or any other emergency response service must be included if prepared.

B. It shall be the sole and exclusive responsibility of User to ensure that there are, on-site or within call range, emergency personnel qualified to respond appropriately to any emergency situation, including accidents, and User bears full liability for any failure to do so.

13. Default and Termination Provisions

C. This Agreement shall be subject to termination upon the abandonment of Premises for a period of thirty (30) days.

D. This Agreement may be voluntarily terminated by User following thirty (30) days' written notice of User's intention to terminate to City.

E. This Agreement may be involuntarily terminated by City following User's failure to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement, provided that City provides User written notice and thirty (30) days to correct any default, and further provided that time limits may be extended in the manner and to the extent allowed by City, where fulfillment of such obligation requires activity over a period of time and User has commenced to perform whatever may be required to cure the default and continues such performance diligently. City has sole discretion as to defining a material provision and whether, or how, to permit cure of any default.

F. The right to terminate this Agreement upon default of User shall not be exclusive and is in addition to any other rights and remedies provided by law or under this Agreement.

G. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement contained in this Agreement, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping City from enforcing the full provisions thereof.

H. In the event of substantial or total destruction of the Premises from any cause, either party may declare this Agreement terminated if repairs or restoration cannot be effectively accomplished within thirty (30) days of the loss at a reasonable cost, with the reasonableness of said costs being within the sole judgment of City. In the event that the Premises are repaired or restored by User at the sole expense of User or at the expense of insurance carriers, this Agreement shall not be terminated.

I. After the termination of this lease for any reason, User may apply to the City within ninety (90) days of said termination date to remove any personal property or fixtures that have been built solely with User funds and the City shall decide whether to agree to this.

14. Miscellaneous

A. Choice of law and venue

This Agreement has been and shall be construed as having been made and delivered in the State of Oklahoma and it is mutually agreed and understood by both parties that this Agreement shall be governed by the laws of the State of Oklahoma. Venue shall be Tulsa County, Oklahoma.

B. Compliance with all federal, state, local laws

User agrees, in all its on-Premises activities, to abide by, uphold and adhere to all City park rules and regulations, ordinances of the City of Glenpool, laws of the State of Oklahoma and any applicable federal laws or regulations.

C. Non-discrimination provision

User agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex.

D. Notice provision

Any notice or demand required or permitted to be given by the terms of this Agreement or by law shall be in writing and may be given by depositing said notice or demand in the U.S. Mail, certified mail with return receipt requested, or by personal delivery. Service of such notice or demand shall be complete upon verified receipt of said notice or demand.

E. Entire agreement

This Agreement constitutes the entire agreement of the parties and contains allobligations and representations of the parties with respect to the subject matter covered herein, and no prior agreement of any kind shall be effective to thecontrary.

F. Severability

If any section or provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

G. Authority to sign

Both parties represent that their respective signatories are fully and duly authorized members of City staff or User personnel, as applicable.

H. Amendment provisions

The provisions of this Agreement may be amended only upon the mutual written consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

I. Assignment to third parties

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned, or encumbered by User. Any attempt to sell, assign, alienate or encumber Premises or this Agreement shall be cause for immediate termination of this Agreement.

15. Checklist of Documents Required as Condition of Performance [This Agreement shall not become effective until all items have been provided at attached, even if executed by both parties.]

A. Pictorial description of Premises (to be provided by City)
B. Copy of all required health department permits, and any other licenses or permits required by law, in connection with operation of the Concession Facility
C. Schedule of all practices (presumed to be 6-8:30 pm Monday, Tuesday and Thursday unless Department of Community Development is otherwise notified in writing)
D. Board member roster and staff contact list
E. Insurance declaration page identifying City as additional insured
F. Form of User/participant Release
G. Exemption letter acknowledging exemption from all otherwise applicable taxes

IN WITNESS THEREOF, City and User have adopted and caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be effective as of the date last executed below.

City of Glenpool, Oklahoma

By_________________________________ ___________________________
Timothy Lee Fox, Mayor Date

Attested:

____
Susan White, City Clerk Seal

Approved as to Form:

____
Lowell Peterson, City Attorney

USER:
GLENPOOL YOUTH FOOTBALL, INC.

____
Howard McLaughlin, President

VERIFICATION

State of Oklahoma)
)
County of Tulsa)

Before me, a notary public, on this ____ day of ________________, 20__, personally appeared Howard McLaughlin known to me to be the President of Glenpool Youth Football, Inc., identified as "User" in the foregoing instrument and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

_______________________ _________________________________
Notary Public

City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR AND CITY COUNCIL

From: Julie Casteen, Finance Director

Date: July 29, 2015

Subject: Lease-Purchase of Five (5) Ford Police Interceptor Utility Vehicles

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Background:

The current FY16 budget includes an appropriation for lease payments for the replacement of five Police pursuit vehicles. The total cost for five (5) fully equipped 2016 Ford AWD Police Interceptor Utility vehicles under the State of Oklahoma Contract SW035 is $183,485 ($36,697 per vehicle), as quoted by Bob Hurley Ford in Oklahoma City, an approved State Contract vendor.

Rate quotes were solicited from four banks for financing over three years. The best rate was quoted by Oklahoma State Bank in Vinita.

This purchase would not be an expansion of our existing fleet as the City intends to surplus the following five vehicles upon delivery of the new vehicles:

1. PD116, 2009 Dodge Charger – 115,439 miles
2. PD119, 2009 Dodge Charger – 104,153 miles
3. PD121, 2009 Dodge Charger – out of service, bad motor
4. PD126, 2009 Dodge Charger – 114,313 miles
5. PD129, 2009 Dodge Charger – 100,834 miles

Staff Recommendation

Staff has reviewed the vehicle quotes and financing terms and recommends the following Council actions:

1. Approval of the purchase of five (5) Ford AWD Police Interceptor Utility vehicles under the State of Oklahoma Contract SW035 at a total cost not to exceed $183,685, including $200 loan documentation fee.
2. Authorization for the City Manager or his designee to finalize and execute the leasing agreement with Oklahoma State Bank and any other arrangements necessary to complete the purchase.

Attachment

A. Vehicle pricing and specifications
B. Excerpts from Oklahoma State Contract SW035
C. Financing proposals
D. Authorizing Resolution No. 15-08-01
E. Form of Equipment Lease-Purchase Agreement with Oklahoma State Bank

RESOLUTION NO. 15-08-01 OF THE CITY OF GLENPOOL

RESOLUTION AUTHORIZING THE CITY OF GLENPOOL TO ENTER INTO A CERTAIN VEHICLE LEASE-PURCHASE AGREEMENT BY AND BETWEEN OKLAHOMA STATE BANK AS THE LESSOR AND CITY OF GLENPOOL AS THE LESSEE, FOR THE ACQUISITION OF CERTAIN IDENTIFIED FORD POLICE INTERCEPTOR UTILITY VEHICLES FROM BOB HURLEY FORD.

WHEREAS, a true and real need exists for the acquisition of five (5) police interceptor vehicles to replace aging and worn fleet presently in use by the City of Glenpool Police Department; and

WHEREAS, On August 21, 2014, the State of Oklahoma approved State Contract SW035, which provides contract pricing for the purchase of Police Pursuit Vehicles from several manufacturers; and

WHEREAS, The City has determined that the Ford AWD Police Interceptor Utility vehicle best enables the Glenpool Police Department to perform its lawful and necessary functions for the price of $36,697 per vehicle, including equipment; and

WHEREAS, The City has received proposals from Bob Hurley Ford, an authorized vendor under State of Oklahoma Contract SW035; and

WHEREAS, the City has received proposals from Oklahoma State Bank, Welch State Bank, Community Leasing Partners and BancFirst for financing arrangements in the form of lease-purchase agreements stating different payment options and interest rates; and

WHEREAS, the City has determined that the financing option most advantageous to the City is that proposed by Oklahoma State Bank for a lease term of 36 months at 1.98% interest rate, and a $200 documentation fee; and

WHEREAS, the City of Glenpool desires to finance the Vehicles by entering into a Vehicle Lease Purchase Agreement with Oklahoma State Bank as Lessor and City of Glenpool as Lessee (the "Agreement") according to the terms set forth in the quote from Oklahoma State Bank dated July 29, 2015; and

WHEREAS, the City Council for the City of Glenpool has taken all necessary and appropriate steps under applicable law to arrange for the acquisition and financing of the needed vehicles.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma:

§ 1. The terms of said Agreement are in the best interests of the City of Glenpool for the acquisition of the vehicles.

§ 2. The City Council shall and hereby does approve the purchase of the Vehicles at a cost not to exceed $183,685, inclusive of the documentation fee, in accordance with all other terms and conditions of the agreement.

§ 3. The City Council shall and hereby does direct its counsel to review the Agreement and make such modifications to said Agreement only as necessary to assure compliance with the State of Oklahoma Constitutional and statutory law and local ordinances, prior to execution of the Agreement in substantially the form attached hereto and incorporated herein by reference.

§ 4. The City Council shall and hereby does designate and authorize City Manager Roger Kolman to execute and deliver, and City Clerk Susan White to attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

§ 5. The City shall and hereby does covenant that it will perform or cause to be performed all acts within its power which are or may be necessary to ensure that the interest portion of the rental payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

§ 6. The City shall and hereby does certify that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars ($10,000,000.00) of tax-exempt obligations during the 2015 calendar year and hereby designates the Agreement as a “qualified tax-exempt obligation”, as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

§ 7. That all ordinances or resolutions, or parts of ordinances or resolutions, in apparent or actual conflict with this Resolution shall be and hereby are repealed or invalidated, respectively, and rendered of no effect from the date of adoption of this Resolution.

PASSED AND APPROVED by the City Council of the City of Glenpool this 3rd day of August 2015.

____
Timothy Lee Fox, Mayor

ATTEST: [MUNICIPAL SEAL]

____
Susan White, City Clerk

APPROVED AS TO FORM:

____
Lowell Peterson, City Attorney

Outfitted By:

Glenpool OKLAHOMA Police   2016 Ford PI Utility AWD White

Equipment as Follows

Brooking Torrent Lightbar 49" Red/Blue with Amber (When Activated) Traffic Advisor - / RaZr 6 Head lightstick and brackets/ 2 Grille Lights MS6BH Red/Blue / Pal6 Rear and Front Cornering Lights RedBlue back and White Front / 6 Head MS6 License Plate Warning lights in Red/Blue / Palo 6 Red/Blue in the Fog Light Area / 4 Lights on Pushbumper ST-6 , super thin / Pushbumper by Go Industries / Partition by Jotto / Cargo Barrier by Jotto / Dual Weapon AR-and 870 Platform / Console with Armrest Cupholder 3AC and 2 USB Plugs / Carson 409 Commander 9 function, 1-2-3 slider and 6 position switches siren / Brooking LS100 Siren Speaker / Decature Genesis II Radar / Professional Installation with Limited Lifetime Warranty of Install / Graphics Matched to Current Scheme Blue reflective with Glenpool Police Patch / Coax and 800mhz antenna / SL-20X=LED Flashlight with dual led and halogen

ALL PURCHASE ORDERS MUST BE MADE OUT TOO BOB HURLEY FORD GOVT SALES

Delivery to Quinton Oklahoma is included.

Total Vehicle/Unit Price**:** **$36,697**

Vehicle with Installation and delivery to Glenpool Police Department after installation / Vehicles will drop at the upfitter directly from the Ford Motor Company.

Cody Craig at Smiles Public Safety

or Kenny Davis @ Hurley OKC

Smiles 479-650-1555

Hurley OKC 405-787-3111

Category #25101702

Item # 1000009398
Police Pursuit Vehicle
SUV

Dealer Name: BOB HURLEY FORD LLC

Make Bidding: FORD

Model Bidding: UTILITY INTERCEPTOR

Model Code: K8A

Engine	Minimum Req.	Enter Vehicle Specification and Manufacturer Option Codes
Engine Type (Cylinder/Liter)	List Mfg. Largest Engine/HP	99R 3.7L V6 / 304 HP
Alternate Fuel Engine	List if Available	E85
Transmission		
Automatic	4 Speed Auto Trans.	6 Speed Auto
Oil Cooler	Trans Oil Cooler if Available	Yes Includeds AWD Power Transfer Unit
Drive Axle		
Primary Drive Axle	All Wheel Drive	All Wheel Drive
Differential Type/Ratio	Regular/ Mfg Std. Ratio List	3.65
Electrical		
Alternator/Min (amps)	List Specs	220 Amps
Fuel		
Fuel Capacity min Liters(Gals)	Std. Tanks List Size	18.6 Gallon
Exterior		
Paint	One Color Per Agencies Specs	Yes
Spot Light	Driver Side, OEM LED	Yes 51R
Running Boards	Running Boards - OEM Installed	N/A
Doors & Windows		
Doors	4 Doors/2 Keys	Yes
Door Locks	Power Doors w/ Override	Yes
Windows	Power Windows W/ Lock Out	Yes
Defogger	Rear Window Defogger	Yes
Tinted Windows	Deep Tinted Glass	Yes 2nd, 3rd row & liftgate
Mirrors	Heated Mirrors	Yes
Floor		
Floor Covering	Carpet with mats	Yes
Interior		
Air Conditioning	Front & Rear AC & Heat	Yes 17A
Radio	AM/FM	Yes AM/FM/CD
Tilt & Cruise	Tilt Wheel & Cruise Control	Yes
Alarm	Anti Theft Switch under Mat - Tremco	Yes TRM
Lights	Disable Daytime Running Lights	Standard
Light	Aux Dome Light	Yes Red/White
Seats		
Seating Capacity min.	5 Pass.	Yes
Front Seat	Power Cloth Bucket Seats	Yes
Rear Seat	Cloth	Yes
Safety		
Brakes	Power Antilock/Disc	Yes
Restraint System All Pass	Seat Belts All Passengers	Yes
Air Bags	Air Bags Both Sides	Yes
Suspension		
Suspension/Shocks	Mfg. Std. List Axles and Springs	Front: MacPherson Strut w/ Coil Springs Rear: Multi-Link w/ Coil Springs
Tires & Wheels		
Tires & Wheels	OEM Std. Speed Rated List Size	P245/55R18
Factory Spare	Full Size Match Vehicle	Yes
Warranty		
Bumper to Bumper Warranty	State Warranty	3 yr / 36,000 mile
Drive Train Warranty	State Warranty	5 yr / 100,000 mile
Performance		
Top Speed 120 MPH	List Top Speed	131 MPH
	BASE PRICE:	**$26,070**
	MSRP FOR BASE PRICE:	**$32,330**

Category #25101702
Item # 1000009398
Police Pursuit Vehicle
SUV

Dealer Name: BOB HURLEY FORD LLC

Make Bidding: FORD

Model Bidding: UTILITY INTERCEPTOR

Model Code: K8A

Engine		**Enter Optional Equipment Description and Manufacturer Option Codes**	**Cost**
Engine	Available Optional Engine	99T 3.5L / 6cyl / 365 HP EcoBoost	$3,036
Remote Start	Add Remote Start with Keyless Entry	NAA	$329
Batteries	Dual Batteries - Manufacturer Installed	N/A	$0
Alternator	High Output Alternator - Manufacturer Installed - List Specifications	Standard	$0
Drive Axle			
Differential Type/Ratio	Limited Slip/Locking List Ratio	N/A	$0
Ratio	Optional Rear Ratio	N/A	$0
Primary Drive Axle	4 Wheel Drive	All Wheel Drive Standard	$0
Skid Plates	List Covered Areas	76D DEFLECTOR PLATE - Oil Pan & PTU	$277
Exterior			
Paint	Two Color Paint	SMI	$895
Spot Light	Delete Driver Side, OEM LED	<51R>	-$320
Spot Light	Passenger Side, OEM LED	51S Requires Driver Spotlight	$198
Undercover Car	Street Appearance Pkg.	16D Badge Delete	$0
Door Moldings	Front Door Mldgs.	N/A	$0
Running Boards	Delete Running Boards - Manufacturer Installed	Standard	$0
Doors & Windows			
Door Locks	Rear Door inoperative	68L	$30
Windows	Rear Door inoperative	18W	$30
Keys	Additional Door Keys - Set of 2	DLR	$8
Remotes	Additional Remotes - Set of 2	NAA Remotes for Burglar Alarm	$78
Tinted Windows	Delete Deep Tinted Glass	92G Deletes 2nd row, rear quarter & liftgate deep tint	$0
Ballistic Door Panels	List Specifications	90D Driver's Door Level IIIA	$1,394
Floor			
Floor Covering	Delete Carpet with Floor Mats	<16C>	-$98
Interior			
Radio	AM/FM CD	Standard	$0
Wiring	5 Circuit 12 Volt Power Supply to Interior of Vehicle/See Notes	SMI	$75
Wiring	Speaker, Grill & Aux Speaker Wiring/List Available Wiring	60A Pre-wire for grille lamp, siren, and speaker	$47
Alarm	Burglar Alarm with 2 LCD Remotes/High Output Siren	NAA	$270
Alarm	Delete Anti Theft Switch under Mat	<TRM>	-$75
Lights	Delete Disable Daytime Running Lights	Standard	$0
Light	Delete Aux Dome Light	N/A	$0
Other	Additional Power Point	Two Standard	$0
Mirror	Interior Mirror with Compass	NAA	$275
Rear AC	Delete Rear AC & Heat	<17A>	-$499
Seats			
Seat	Delete Power Seat/Driver	N/A	$0
Seat	Vinyl Seats	RW	-$40
Safety			
Air Bags	Side Curtain Air Bags	Standard	$0
Delivery			
Delivery Cost	Price to Deliver Truck more than 150 miles		$100
Other			
Service Manual	Factory Service Manual - EA		$179
Options Not Listed	Discount off MSRP for options not listed.	6%	

Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title:	Vehicle Contract
Contract Issuance Date:	August 21, 2014
Statewide Contract #:	SW035
Total Number of Vendors:	12 *(For details see: Vendor Information Sheet)*
Contract Period:	September 1, 2014 through August 31, 2015
Agreement Period:	September 1, 2014 through August 31, 2015
Authorized Users:	All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities may avail themselves of the contract.
Contract Priority:	This is a Mandatory Contract
Type of Contract:	Indefinite Quantity, Fixed Price to be delivered on an as needed basis

OMES-CP Contact: Laura Bybee
Contracting Officer
Phone: 1-405-522-1037
Fax: 1-405-522-1077
Email: laura.bybee@omes.ok.gov

State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Awarded Vendors Information

Vendor Name: Classic Chevrolet **Vendor ID#:** 0000079160

Vendor Address: Address: 8501 Owasso Expressway

City: Owasso State: OK Zip Code: 74055

Contact Person Name: John Henley **Phone #:** 918-955-0886

Title: Fleet Director **Fax #:** 918-272-7039

Email: john.henley@classicchevrolet.net

Website:

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City: State: Zip Code:

Contract ID #: #0000000000000000000003864

Delivery: As specified **Minimum Order:**

P/Card Accepted: ☐ Yes ☒ No

Other:

Vendor Name: Bob Hurley Ford **Vendor ID#:** 0000232739

Vendor Address: Address: P.O. Box 2262

City: Oklahoma City State: OK Zip Code: 73101

Contact Person Name: Kenny Davis **Phone #:** 405-239-2700

Title: Governmental Sales Manager **Fax #:** 405-239-2705

Email: copcars@bobhurleyford.com

Website:

Authorized Location: ☐ Locations listing attached as *(attachment title)*

☐ Address:

City: State: Zip Code:

Contract ID #: #0000000000000000000003865

Delivery: As specified **Minimum Order:**

P/Card Accepted: ☐ Yes ☒ No

Other:

CONTRACT SPECIFICATIONS

B1. Contract Period

B.1.1 This contract is for a twelve (12) month period, commencing September 1, 2014 and ending August 31, 2015.

B2. Required Delivery

B.2.1 Delivery should be made within 120 calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor causes delivery to be longer than 120 calendar days, the vendor shall notify the ordering agency immediately. Vehicles with a build date longer than 120 days, should be noted on their price sheet.

B.2.2 The base price for a vehicle is to include delivery within 150 miles from the awarded dealers location to the delivery address for the ordering end user. Vehicles delivered by a dealer are to be delivered to the end user with a ¼ tank of gas. If a end user elects to pick up their vehicle at the dealers location, that vehicle is to be turned over to the end user with a full tank of gas.

B.2.3 A price for agencies to have vehicles delivered to locations outside of the 150 mile radius is contained on each price sheet and are to be turned over to the end user with a ¼ tank of gas.

B.2.4 Vehicles ordered as a result of this contract should be delivered to the ordering location with less than 175 miles on the odometer. Any vehicle that will have more than 175 miles on the odometer at time of delivery requires pre-notification/explanation to the ordering entity.

B3. Warranty

B.3.1 The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B4. State and Federal Taxes

B.4.1 Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

Rate Quotes Five Police Vehicles, Total Lease Amount $183,485
36 month Lease

Bank	Fee	Rate	Monthly Payment	Annual Total
Oklahoma State Bank	$200.00	1.98%	$ 5,260.02	$ 63,120.24
Community Leasing Partners	$ -	2.65%	$ 5,272.26	$ 63,267.12
BancFirst	$ -	2.79%	$ 5,322.00	$ 63,864.00
Welch State Bank	$200.00	2.54%	$ 5,329.00	$ 63,948.00

EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

Oklahoma State Bank
as Lessor

and

City of Glenpool
as Lessee

Dated as of July 30, 2015

EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of July 30, 2015 and entered into between Oklahoma State Bank, 120 W Canadian Ave., PO Box 278, Vinita , OK, 74301 ("Lessor") and City of Glenpool, P.O. Box 70, Glenpool, OK, 74033 ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Oklahoma to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Oklahoma.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Oklahoma Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.

(e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.
(f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
(g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
(h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
(i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
(j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
(k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed $10,000,000. Lessee and all subordinate entities thereof will not issue in excess of $10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:
(a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
(b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
(c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
(d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. **Section 3.01. Lease of Equipment.** Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder. **Section 3.03. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. **Section 4.01. Rental Payments.** Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment not paid within 30 days of the due date thereof shall be subject to a late payment charge equal to two percent (2%) of the amount of the past due Rental Payment, but in no event less that Ten Dollars ($10.00). A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.
Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.
Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. **Section 5.01. Delivery, Installation and Acceptance of the Equipment.** Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.
Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.
Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.
Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of

Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. **Section 6.01. Title to the Equipment.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.
Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.
Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. **Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.
Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.
Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

<u>ARTICLE VIII.</u> Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.
Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

<u>ARTICLE IX.</u> Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTORER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.
Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

<u>ARTICLE X.</u> Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.
(a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

<u>ARTICLE XI.</u> Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement.

Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonable withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and

(b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.

(c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

<u>ARTICLE XIII.</u> Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

Oklahoma State Bank

By:____________________________________

Print Name: Charlie Enyart

Title: Loan Officer

LESSEE

City of Glenpool

By:____________________________________

Print Name: Roger Kolman

Title: City Manager

(SEAL)

ATTEST:

By:____________________________________

Print Name: Patti Goins

Title: ____________________________________

(SEAL)

ATTEST:

By:____________________________________

Print Name: Susan White

Title: City Clerk

EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated July 30, 2015 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.
DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

Qty.	**Description**
5 police dodge chargers info to be added	

Together with all accessions, additions and attachments thereto.
The Equipment is located at: Street Parks and Rec.
Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationary of City of Glenpool, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. **What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?**
2. **Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?**
3. **Was this equipment chosen through competitive bidding, or by another method?**
4. **Which internal fund will be used to make the lease payments?**

In answer to the above, the following is submitted:

City of Glenpool

By:______________________________
Roger Kolman

Title: City Manager

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated July 30, 2015 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.
RENTAL PAYMENT SCHEDULE

AMORTIZATION SCHEDULE

Interest Rate 1.98%

	Date	Payment	Interest	Principal	Balance
Loan	07/30/2015				183,685.00
1	08/30/2015	5,260.00	308.89	4,951.11	178,733.89
2	09/30/2015	5,260.00	300.57	4,959.43	173,774.46
3	10/30/2015	5,260.00	282.80	4,977.20	168,797.26
4	11/30/2015	5,260.00	283.86	4,976.14	163,821.12
5	12/30/2015	5,260.00	266.60	4,993.40	158,827.72
2015 Totals		26,300.00	1,442.72	24,857.28	
6	01/30/2016	5,260.00	267.09	4,992.91	153,834.81
7	02/29/2016	5,260.00	250.35	5,009.65	148,825.16
8	03/30/2016	5,260.00	242.20	5,017.80	143,807.36
9	04/30/2016	5,260.00	241.83	5,018.17	138,789.19
10	05/30/2016	5,260.00	225.87	5,034.13	133,755.06
11	06/30/2016	5,260.00	224.93	5,035.07	128,719.99
12	07/30/2016	5,260.00	209.48	5,050.52	123,669.47
13	08/30/2016	5,260.00	207.97	5,052.03	118,617.44
14	09/30/2016	5,260.00	199.47	5,060.53	113,556.91
15	10/30/2016	5,260.00	184.80	5,075.20	108,481.71

16	11/30/2016	5,260.00	182.43	5,077.57	103,404.14
17	12/30/2016	5,260.00	168.28	5,091.72	98,312.42
2016 Totals		63,120.00	2,604.70	60,515.30	
18	01/30/2017	5,260.00	165.33	5,094.67	93,217.75
19	02/28/2017	5,260.00	146.65	5,113.35	88,104.40
20	03/30/2017	5,260.00	143.38	5,116.62	82,987.78
21	04/30/2017	5,260.00	139.56	5,120.44	77,867.34
22	05/30/2017	5,260.00	126.72	5,133.28	72,734.06
23	06/30/2017	5,260.00	122.31	5,137.69	67,596.37
24	07/30/2017	5,260.00	110.01	5,149.99	62,446.38
25	08/30/2017	5,260.00	105.01	5,154.99	57,291.39
26	09/30/2017	5,260.00	96.34	5,163.66	52,127.73
27	10/30/2017	5,260.00	84.83	5,175.17	46,952.56
28	11/30/2017	5,260.00	78.96	5,181.04	41,771.52
29	12/30/2017	5,260.00	67.98	5,192.02	36,579.50
2017 Totals		63,120.00	1,387.08	61,732.92	
30	01/30/2018	5,260.00	61.51	5,198.49	31,381.01
31	02/28/2018	5,260.00	49.37	5,210.63	26,170.38
32	03/30/2018	5,260.00	42.59	5,217.41	20,952.97
33	04/30/2018	5,260.00	35.24	5,224.76	15,728.21
34	05/30/2018	5,260.00	25.60	5,234.40	10,493.81
35	06/30/2018	5,260.00	17.65	5,242.35	5,251.46
36	07/30/2018	5,260.00	8.54	5,251.46	0.00
2018 Totals		36,820.00	240.50	36,579.50	

Grand Totals	189,360.00	5,675.00	183,685.00

City of Glenpool

By:_______________________________
Roger Kolman
Title:__City Manager_______________

EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Oklahoma State Bank
120 W Canadian Ave., PO Box 278
Vinita , OK 74301

Re: Equipment Lease-Purchase Agreement, dated July 30, 2015 (the “Agreement”) between Oklahoma State Bank (“Lessor”) and City of Glenpool (“Lessee”)

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the required insurance coverage.

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date:___________________

Equipment Description: 5 Dodge police chargers all vehicle info to be added.

City of Glenpool

By:______________________________

Title:_____________________________

EXAMPLE

EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT
OPINION OF COUNSEL
(On Counsel's Letterhead)

Oklahoma State Bank
120 W Canadian Ave., PO Box 278
Vinita , OK 74301

As counsel for the City of Glenpool ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated February 9, 2012, by and between Lessee and Oklahoma State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:
Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State.
The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.
The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
Lessee has complied with applicable public bidding requirements.
To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.
The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.
Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.
The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature:______________________________

Printed Name:___________________________

Address:_______________________________

Telephone:_____________________________

Date:_________________________________

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated July 30, 2015 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Glenpool and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____________________ to _________________

Dated:________________

By:__________________
Title: Secretary/Clerk of Lessee

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated July 30, 2015 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the City of Glenpool (the "Lessee") held on ________ ____________________, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of 5 police dodge chargers info to be added

Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with Oklahoma State Bank as Lessor and City of Glenpool as Lessee (the "Agreement") according to the terms set forth in the Bid Proposal from Oklahoma State Bank dated Decemeber 2011 , presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

____,

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Roger Kolman, City Manager

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars ($10,000,000.00) of tax-exempt obligations during the 2011 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

____
Secretary/Clerk of Lessee
Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated July 30, 2015 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.
INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

a. **All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.**
b. **Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:**

Equipment Description: 5 police dodge chargers info to be added

$500,000.00 per person
$500,000.00 aggregate bodily injury liability
$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

____
____
____

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT
Dated July 30, 2015 Between Oklahoma State Bank as Lessor and City of Glenpool as Lessee.
CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the City of Glenpool as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars ($10,000,000.00) of tax-exempt obligations during the 2011 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of Glenpool

By:______________________
Roger Kolman

Title: City Manager

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:
Person/Department:____
Name of Lessee:____

Street/P.O. Box____

City, State, Zip____

Equipment Lease-Purchase Agreement between Oklahoma State Bank as Lessor and City of Glenpool as Lessee dated July 30, 2015
Equipment Description: 5 police dodge chargers info to be added
Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name:________________________________

Phone Number (   )______________________

NOTICE
GLENPOOL UTIITLY SERVICE AUTHORITY
REGULAR MEETING

A Regular Session of the Glenpool Utility Service Authority will begin at 6:00 p.m. immediately following the Glenpool City Council meeting, on Monday, August 3, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

A) Call to Order.

B) Roll call, declaration of quorum.

C) Scheduled Business.

1) Discussion and possible action to approve minutes from July 6 and July 20, 2015 meetings.

2) Discussion and possible action to approve Change Order representing a net increase of $7,000.51 to the Contract associated with the Longhorn Liftstation Project, submitted by Ron Welcher Construction, Inc.
(Lynn Burrow, Community Development Director)

3) Discussion and possible action to concur with action taken by Glenpool City Council concerning the adoption of Ordinance 707, as it pertains to the OMRF Defined Contribution Plan for employees of the Glenpool Utility Services Authority.
(Susan White, City Clerk)

D) Adjournment**.**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on __________________, 2015 at _____________am/pm.

Signed:________________________________
Clerk

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
REGULAR SESSION
July 6, 2015

The Regular Session of the Glenpool Utility Services Authority was held at 6:55 p.m., Glenpool City Hall. Trustees present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Brandon Kearns. Trish Agee was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Lynn Burrow, Community Development Director.

A) Chairman Fox called the meeting to order at 6:55 p.m.

B) Susan White, Trust Secretary called the roll and Chairman Fox declared a quorum present.

C) Severn Trent Report

- Lynn Burrow, Glenpool Community Development Director reported on the activities of Severn Trent. He reasoned that since the services of Severn Trent will be contractually terminated, effective August 31, and those activities will again become the responsibility of the city, he will incorporate the activity report with his Community Development report for the upcoming months.
- Mr. Burrow's report included statistics regarding June meter readings, status of Maintenance and Material banks, and maintenance activities.

D) Scheduled Business

1) **Discussion and possible action to approve minutes from June 1 and June 15, 2015 meetings.**
MOTION: Vice Chairman Ceesay moved, second by Trustee Kearns to approve minutes as presented.
FOR: Trustee Ballew; Vice Chairman Ceesay; Chairman Fox; Trustee Kearns
AGAINST: None
ABSENT: Trustee Agee
Motion carried.

E) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 7:01 p.m.

____
Date

____
Chairman

ATTEST:

____
Secretary

MINUTES
GLENPOOL UTILITY SERVICES AUTHORITY
SPECIAL SESSION
July 20, 2015

A Special Session of the Glenpool Utility Services Authority was held at 6:51 p.m., Glenpool City Hall. Trustees present: Jennifer Ballew; Tim Fox; and Trish Agee. Trustees Momodou Ceesay; and Brandon Kearns were absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary; Julie Casteen, Trust Treasurer; and Lynn Burrow, Community Development Director.

A) Chairman Fox called the meeting to order at 6:51 p.m.

B) Susan White, Trust Secretary called the roll and Chairman Fox declared a quorum present.

C) Scheduled Business

1) Discussion and possible action to adopt the First Amendment To Agreement Of Compromise, Settlement and Release, being an amendment to the Settlement Agreement between and among the City of Glenpool, the Glenpool Utility Services Authority and Creek County Rural Water District No. 2, adopted May 11, 2015, with an effective date of May 15, 2015.

Mr. Lowell Peterson, Trust Attorney presented the First Amendment for Board approval. The identical item appeared on the City Council agenda earlier the same night. Both the City of Glenpool and the Glenpool Utility Services Authority were parties in the lawsuit and settlement; therefore each should act on amendments to the Settlement. Mr. Peterson recommended approval.

MOTION: Trustee Agee moved, second by Trustee Ballew to approve the First Amendment to Agreement of Compromise, Settlement and Release; thereby concurring with action taken by the Glenpool City Council.

FOR: Trustee Ballew; Chairman Fox; Trustee Agee

AGAINST: None

ABSENT: Vice Chairman Ceesay; Trustee Kearns

Motion carried.

D) Adjournment.

- There being no further business, Chairman Fox declared the meeting adjourned at 6:52 p.m.

____
Date

____
Chairman

ATTEST:

____
Secretary

MEMORAMDUM

TO:	**CHAIRMAN AND BOARD MEMBERS** **GLENPOOL UTILITY TRUST AUTHORITY**
FROM:	**LYNN BURROW, PE** **COMMUNITY DEVELOPMENT DIRECTOR**
RE:	**REQUEST FOR CHANGEORDER – LONGHORN LIFSTATION REHAB. PROJECT**
DATE:	**JULY 23, 2015**

BACKGROUND

This item is for Board consideration and action regarding the approval of a contract Change Order requested by Ron Welcher Construction covering an additional amount of $9,000.51 as well as a Scope of Work reduction in the amount of $2,000. The attached change order request for additional Work involves an increase in the amount of materials and labor necessary to fully complete a certain retaining wall installed between the new liftstation facility and Wades RV immediately west of the station. The additional height of the wall was necessary to fully retain the earthen embankment that resulted from the westerly expansion of the liftstation site. The change order also includes a scope of work reduction resulting in a credit of $2,000.00 associated with the omission of an epoxy type concrete coating that was in the original contract scope of work but was determined to not be necessary. The net effect of these two contract adjustments is a gain of $7,000.51 to the original base amount of $213,772.00 - yielding a final total project cost of $220,772.51. As you will note on the attached copy of the original Bid Tabulation for the project, the next high Bid for the project was $307,480.00 or approximately $86,700 more than the actual final project cost.

Staff Recommendation:

Staff recommends approval the requested change order necessary to fully complete the project.

Attachment:

A. Contract Change Order Request and supporting documents.

Pay estimate # 3

Glenpool Longhorn Estates Lift Station				Contract No.
				Pay est # 3
				Page 1
Owner: City of Glenpool		Contractor: Ron Welcher Construction Inc		Period of Estimate 14-Jul-15

Contract Change Order Summary				Estimate #3	
No.	RECD Approval Date	Amount: Additions	Amount: Deductions		
1	remove coating on valve vault		$2,000.00	1. Original Contract	$213,772.00
2	retaining wall	$9,000.51		2. Change Orders	$7,000.51
				3. Revised Contract	$220,772.51
				4. Work Completed	$220,772.51
				5. Stored Materials*	$0.00
				6. Subtotal	$220,772.51
				7. Retainage	$0.00
				8. Previous Payments	$197,079.40
		$9,000.51	$2,000.00	9. Amount Due	$23,693.11
Net Change				* detailed breakdown attached	

Contract Time

Original (days)
Revised:

CONTRACTORS CERTIFICATION

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current shown herein in now due.

Ron Welcher Construction Inc

By: [signature]

Date: 7/14/15

Subscribed and sworn to before me

This 14th day of JULY 2015

Notary Public: Shelly R. Storts

My Commission expires: 9/25/16

SHELLY R. STORTS NOTARY #08009949 EXP 09/25/2016 PUBLIC STATE OF OKLAHOMA

APPROVED BY OWNER:

Owner:

By: ____________________

Date: ____________________

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineers Certification

SKW Engineering

Date: ____________________

APPROVED BY INSPECTOR:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

By: ____________________

Date: ____________________

Accepted by Agency:

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

BY: ____________________

TITLE: ____________________

DATE: ____________________

PARTIAL PAY ESTIMATE BREAKDOWN
City of Glenpool
Pay estimate # 3

Ron Welcher Construction Inc

ITEM	DESCRIPTION	ORIGINAL QUANTITY	REVISED QUANTITY	UNIT PRICE	ORIGINAL AMOUNT	PREVIOUS ESTIMATE QUANTITY	THIS ESTIMATE QUANTITY	STORED MATERIALS	THIS ESTIMATE AMOUNT	TOTAL TO DATE AMOUNT	PERCENT COMPLETE
1	Bypass pumping	1		$2,000.00	$2,000.00	100%	0%		$0.00	$2,000.00	100%
2	Site Work & Retaining wall	1		$6,000.00	$6,000.00	100%	0%		$0.00	$6,000.00	100%
3	Wood fencing & gate	210 lf		$20.00	$4,320.00	0%	100%		$4,320.00	$4,320.00	100%
4	Jib Crane	LS		$14,000.00	$14,000.00	100%	0%		$0.00	$14,000.00	100%
5	Back up generator	LS		$39,000.00	$39,000.00	100%	0%		$0.00	$39,000.00	100%
6	Valve Vault Rehab	LS		$58,400.00	$58,400.00	100%	0%		$0.00	$58,400.00	100%
7	Wetwell Rehab	LS		$90,052.00	$90,052.00	100%	0%		$0.00	$90,052.00	100%
8											
9	Change Order #1				-$2,000.00					-$2,000.00	
10	Change Order #2				$9,000.51		100%		$9,000.51	$9,000.51	100%
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
TOTALS					$220,772.51				$13,320.51	$220,772.51	

Ron Welcher Construction Inc.

Ron & Brad Welcher
12933 Simmental Ln Sapulpa, OK. 74066
phone 918-637-0209 fax 918-227-2975
E-Mail Rwelcher1@cox.net
Bonded & insured Class A Water & Wastewater licensed
A veteran owned business

April 16, 2015

Request for change order

Glenpool Longhorn Estates Lift Station

Reason: Plans were not correct on size of wall

Extra Blocks	$ 2,894.50
2 extra loads of gravel to go behind wall	$ 529.53
One mini-excavator and operator 20 hrs @ $ 90 per hr	$ 1,800.00
One skid steer with operator 20 hrs @ $ 90 per hr	$ 1,800.00
Three men at $30.00 per hr x 20 hrs =	$ 1800.00
Total costs	$ 8,824.03
Overhead bond 2%	$ 176.48
Total Change order	**$ 9,000.51**

Ron Welcher CEO

APAC Central, Inc.
PO Box 9208
Fayetteville, AR 72703

Phone: 918-438-2020

Toll Free: 877-920-2722

McCLINTON | ANCHOR COMPANIES

RON WELCHER CONSTRUCTION INC
12933 SIMMENTAL LN
SAPULPA, OK 74066-7988

Customer Number	Invoice Date	Invoice Number	Customer Job	Receivable Type
237668	03/28/15	7000729893	LONGHORN ESTATI	25
Customer PO	Plant			Tax Code
	00019 Stone - East Quarry			OK0000
Ship to	121ST & YUKON-GLENPOOL			

TOTALS	Product Cost	Freight	Quantity	Tax	Total
	$302.84	$226.69	34.61	$0.00	$529.53

Date	Ticket#	Product	Product Description	U/M	Quantity	Price	Tax	Amount
03/25/15	1900096285	033110P	703.01 TYPE A AGG BASE PU	TON	15.02	8.75	0.00	131.43
03/25/15	1900096285		Truck - 1029	TON	15.02	6.55	0.00	98.38
03/27/15	1900096741	033110P	703.01 TYPE A AGG BASE PU	TON	19.59	8.75	0.00	171.41
03/27/15	1900096741		Truck - 1003	TON	19.59	6.55	0.00	128.31

Pck
16738

Okage Grder

Tax exemptions, tax jurisdictions, and special tax handling not incorporated into a specific quote or reported at time of ticketing will be the customer's responsibility to resolve with the taxing jurisdictions. Pricing issues must be reported within 15 days of invoice date. Corrected Invoices remain due on original due date.

RON WELCHER CONSTRUCTION INC
12933 SIMMENTAL LN
SAPULPA, OK 74066-7988

Invoice Number	Invoice Date	Customer Number	Invoice Amount
7000729893	03/28/15	237668	$529.53

Terms: Our terms are Net 30 Days. We will assess up to the states legal maximum rate for finance charges on delinquent accounts.

Please tear off and return this remittance coupon with your payment so it can be applied correctly.

Remit To:
APAC Central, Inc.
PO Box 9208
Fayetteville, AR 72703

INVOICE

MIDWEST BLOCK & BRICK
A Midwest Products Group Co.
PO BOX 2115
LOWELL AR 72745

REPRINT FROM HISTORY
Furnished From:
TULSA PLANT YARD
5519 East 15th Street
TULSA, OK 74112
V: 918-836-9151 F: 918-836-2002

FULL LINE OF MASONRY PRODUCTS AND RELATED TOOLS AND MATERIALS

Bill To:
TULSA B3 CONTRACTOR CASH
RON WELCHER CONSTRUCTION

Ship To:
LONGHORN 121ST & YUKON
BRAD 918-637-9792
GLENPOOL OK

Invoice 37986
Date 04/01/15
Time 15:20:18

Co/Cust No	Order No	Customer PO	Ter	Sls Rep
14/0000000303	41644/00	RON WELCHER CONSTRUCT	OKT	99

Ship Via
Pay Type Visa Credit Card
Terms VS CASH ON DELIVERY XXXXXXXXXXXXXX2666
Ref#

Item Number/Description	UOM	Ordered	Shipped	Sell Price	Total
FOB Description:					
P01002301 VERSA-LOK LIMESTONE (CH)	EA	350.000	350.000	5.50000 EA	1,925.00
6504150 STRATAGRID 150 6'X 150' ROLL 100 SQ YDS	EA	1.000	1.000	189.00000 EA	189.00
150 PALLET DEPOSIT (MPG)	EA	9.000	9.000	15.00000 EA	135.00
P0109001PKG VERSA-LOK ACCENT PINS SOLD PER BAG (100 PER BAG)	BAG	7.000	7.000	12.50000 BAG	87.50

2 Xtra Load Gravel

C.O

2

VS XXXXXXXXXXXXXX2666

SUBTOTAL: 2,336.50

X ____________________

Billing Questions, Call 573-635-7206 Option 2
REMIT TO P.O. BOX 2290, JEFFERSON CITY, MO 65102
*20% RESTOCK FEE ON ALL RETURNED MATERIAL
PALLET/CARBOY/BULK BAG DEPOSIT REQUIRED

TOTAL: 2,336.50

DEPOSIT:
AMT DUE: 2,336.50

DELIVERY TICKET

MIDWEST BLOCK & BRICK
A Midwest Products Group Co.
www.midwestblock.com

Loaded By:	Driver

FULL LINE OF MASONRY PRODUCTS AND RELATED TOOLS AND MATERIALS

THIS MATERIAL FURNISHED FROM

TULSA PLANT YARD
PH: 918-836-9151

Page 1
Print 04/07/15

Ship To:
TULSA B3 CONTRACTOR CASH
CITY OF GLENPOOL LONGHORN
HWY 117 & HWY 75 BY QUICKTRIP
PH# RON 918-637-0209

Order 04/07/15
Request 04/07/15

Co/Cust	P.O. No.	Order No.	Ship Via	CENYART	WH
14/0000000303	RON WELCHER CONST	41980/00	MWB TRUCK		B3

Item No / Description	Order	Ship	B/O	U/M	Loc Seq
Driver: MICHAEL WYNN					
P01002301 VERSA-LOK LIMESTONE (CH)	96.000	96.000	.000	EA	
PRICE: 5.50000EA					528.00
150 PALLET DEPOSIT (MPG)	2.000	2.000	.000	EA	
PRICE: 15.00000EA					– 30.00

#3

C.O

CAUTION

...ing or grinding of concrete masonry units may result in the release of dust particles which could cause minor eye or nose ...tion if proper protective equipment is not in place. The use of NIOSH approved respirator and tight fitting goggles is ...mmended when sawing or grinding operations are in progress.

...AT CARE IS EXERCISED IN THE SELECTION OF MATERIALS ... SUPPLIERS OF THE PRODUCTS WE SELL, HOWEVER, SINCE ... USE OF THESE PRODUCTS IS BEYOND OUR CONTROL, NO ...RANTEE OR WARRANTY EXPRESSED OR IMPLIED IS MADE ...TO SUCH USE OR EFFECTS INCIDENTAL TO SUCH USE

PURCHASER ASSUMES ALL RESPONSIBILITY FOR PROPERTY DAMAGE AFTER TRUCK PASSES CURBLINE.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL

*20% RESTOCK FEE ON ALL RETURNED MATERIAL
NO CASH REFUND

Credit Card Authorization: 558.00

Item Sales:	558.00
Spcl Charges:	.00
Sales Tax:	.00
Total Amount:	558.00

SIGNATURE

PRINT NAME

* COMPLETE *

SEE REVERSE SIDE FOR IMPORTANT NOTICE TO OWNER.

ORIGINAL COPY

Bid Tabulation

Longhorn Liftstation Rehabilitation Project: **Bid Date: August 29, 2014**

Contractors Requesting and Receiving Bid Packages:

A. Northern Equipment Company, Inc
B. Crossland Heavy Contractors
C. Southeast Tulsa Construction
D. Apex Plumbing Co.
E. Alert Electric Co.
F. Ron Welcher Construction Co.
G. Cherokee Pride Construction Co.
H. Beytco, Inc.
I. Jim Slattery
J. L&L Construction Co.
K. Meridian Contracting Co.

Contractors Attending Pre-Bid Meetings: August 1 and/or August 22, 2014

A. Northern Equipment Co, Inc
B. Crossland Heavy Contractors
C. Ron Welcher Construction Co.
D. Cherokee Pride Construction
E. Beytco, Inc.
F. Jim Slattery
G. L&L Construction Co.
H. Meridian Contracting Co.

Contractors Submitting Bids: August 29, 2014	Total Bid:
A. Ron Welcher Construction Co.*	$213,772.00*
B. Meridian Contracting Co.	$307,480.00
C. Northern Equipment Company, Inc.	$359,701.00

*Selected low Bidder and Total Bid

NOTICE
GLENPOOL INDUSTRIAL AUTHORITY
MEETING

A Regular Session of the Glenpool Industrial Authority will begin at 6:00 p.m. immediately following the Glenpool Utility Service Authority meeting, Monday, August 3, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon, 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority at that time:

AGENDA

A) Call to Order.

B) Roll call, declaration of quorum.

C) Scheduled Business.

1) Discussion and possible action to approve minutes from July 6, 2015 meetings.

D) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on ___________, 2015 at __________ am/pm.

Signed:___________________________
City Clerk

MINUTES
GLENPOOL INDUSTRIAL AUTHORITY
July 6, 2015

The Regular Session of the Glenpool Industrial Authority was held at 7:01 p.m., Council Chambers, Glenpool City Hall. Trustees present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Brandon Kearns. Trish Agee was absent.

Staff present: Roger Kolman, Trust Manager; Lowell Peterson, Trust Attorney; Susan White, Trust Secretary and Julie Casteen, Trust Treasurer.

A) Timothy Lee Fox, Chairman called the meeting to order at 7:01 p.m.

B) Susan White, Trust Secretary called the roll and Chairman Fox declared a quorum present.

C) Scheduled Business

1) **Discussion and possible action to approve minutes from June 1, and June 15, 2015 meetings.**
MOTION: Trustee Kearns moved, second by Vice Chairman Ceesay to approve minutes as presented.
FOR: Trustee Ballew, Vice Chairman Ceesay, Chairman Fox, Trustee Kearns
AGAINST: None
ABSENT: Trustee Agee
Motion carried.

D) Adjournment

- There being no further business, Chairman Fox declared the meeting adjourned at 7:02 p.m.

____
Date

____
Chairman

ATTEST:

____
Secretary

NOTICE
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR MEETING

A Regular Session of the Glenpool Area Emergency Medical Service District will begin at 6:00 p.m. immediately following the Glenpool Industrial Authority meeting, Monday, August 3, 2015, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration at that time:

AGENDA

A) Call to Order.

B) Roll call, declaration of quorum.

C) District Administrator Report – Susan White, District Administrator

D) Scheduled Business.

1) Discussion and possible action to approve minutes from July 6, 2015 meeting.

2) Discussion and possible action to accept the EMS Plus Activity Report for July, 2015.

3) Discussion and possible action to ratify the action of the Glenpool City Council adopting Resolution No. 15-07-03 as it pertains to approval of the Treasurer's Bond and authorization to the Tulsa County Clerk and Tulsa County Treasurer to pay over any public funds collected by Tulsa County on behalf of Glenpool Emergency Medical Service District.
(Julie Casteen, Treasurer)

E) Adjournment.

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma on ___________________, 2015, ________am/pm.

Signed:______________________________
District Clerk/Secretary

Glenpool Area Emergency Medical Services District
12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIR AND GEMS DISTRICT BOARD MEMBERS

From: Susan White, District Administrator, Clerk/Secretary

Date: August 3, 2015

Subject: District Administrator Report

Upcoming Business:

Administration Agreement with City of Glenpool

MINUTES
GLENPOOL AREA EMERGENCY MEDICAL SERVICE DISTRICT
REGULAR SESSION
July 6, 2015

The Regular Meeting of the Glenpool Area Emergency Medical Service District was held at 7:02 p.m., Council Chambers, Glenpool City Hall. Members present: Jennifer Ballew; Momodou Ceesay; Tim Fox; and Brandon Kearns. Patricia Agee was absent.

Staff present: Lowell Peterson, District Legal Counsel; Susan White, District Administrator, Clerk/Secretary and Julie Casteen, District Treasurer. Roger Kolman, City Manager; Matt Davis and Joshua Forrest with EMS Plus were also present.

A) Chairman Fox called the meeting to order at 7:02 p.m.

B) Secretary Susan White called the roll and Chairman Fox declared a quorum present.

C) District Administrator Report – Susan White, District Administrator

- Ms. White reported a change in managerial staff at EMS Plus. Joshua Forrest has filled the vacancy left by Ed Fowler. She and Mr. Forrest discussed future plans for EMS Plus, particularly concerning improvements to response time.
- Ms. White announced a couple of business items that she is preparing for upcoming agendas, namely, a declaration of surplus and the Administrative Agreement renewal with the City of Glenpool.

D) Schedule Business

1) Discussion and possible action to approve minutes from June 1, and June 15, 2015 meetings.
MOTION: Vice Chairman Ceesay moved, second by Member Kearns to approve minutes as presented.
FOR: Member Ballew; Vice Chairman Ceesay; Chairman Fox; Member Kearns
AGAINST: None
ABSENT: Member Agee
Motion Carried

2) Discussion and possible action to accept the EMS Plus Activity Report for June, 2015.
MOTION: Member Kearns moved, second by Vice Chairman Ceesay to approve the June Activity Report as presented.
FOR: Vice Chairman Ceesay; Chairman Fox; Member Kearns; Member Ballew
AGAINST: None
ABSENT: Member Agee
Motion Carried

3) Discussion and possible action to renew the Agreement among EMS Plus, the Glenpool Area Emergency Medical Service District ("GEMS") and the City of Glenpool to provide ambulance service for Glenpool for FY 2015-2016.
MOTION: Member Kearns moved, second by Vice Chairman Ceesay to approve the Agreement as amended and approved by City Council in earlier meeting of the City Council.
FOR: Chairman Fox; Member Kearns; Member Ballew; Vice Chairman Ceesay
AGAINST: None
ABSENT: Member Agee
Motion Carried

E) Adjournment.

- There being no further business, the meeting was adjourned at 7:10 p.m.

ATTEST:

____
Clerk/Secretary

____
Date

____
Chairman

July 29, 2015

City of Glenpool
P O Box 70
Glenpool, OK 74033-0070

Enclosed, please find our report of ambulance response activity for the period of June 30th, 2015 to July 27th, 2015.

During this time period, we logged 93 responses. The following is a breakdown of these responses:

Emergency responses – 84 –98% response time compliance.
Non-Emergency responses – 9 – response time not applicable.

Ten responses utilized a second ambulance, responding from Glenpool, on their way back from another call or another ambulance service responding from outside the area. One response required the utilization of a third ambulance.

Four responses were outside the Glenpool response area.

Two response had a long response times. The first was due to the ambulance crew not hearing the pagers and taking too long to leave the station. This problem has been addressed.

The Second long response time was due to the address being located between 171 St and 181 St in a housing addition. After evaluating vehicle tracking information, we found no unreasonable route or speeds were used and the ambulance crew left the station in a reasonable amount of time. The long response time may have been a dispatch documentation error.

Should you have any questions or concerns regarding this report, please feel free to contact me.

Sincerely,

Joshua Forrest

Joshua Forrest
Operations Manager-Glenpool District

P O Box 197, Glenpool, OK 74033-0197 - (918) 258-6671 - fax (918) 258-6675

Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
668 6/30/2015 Paramedic	Hospital Staff Code 1	5580 Code 1	14:34 14:34 14:34 14:48	15:00 15:14 15:24 NE – 14
659 6/30/2015 Paramedic	Police/911 Code 3	5580 Code 1	09:36 09:36 09:38 09:42	10:02 10:26 10:48 E-6
661 7/1/205 Paramedic	Police/911 Code 3	5570 Cancelled Enroute	14:54 14:54 14:54	 15:04 E-0
662 7/1/2015 Paramedic	Police/911 Code 3	5580 No Transport	16:05 16:05 16:06 16:11	 16:45 E-6
663 7/1/2015 Paramedic	Patient's Family Code 1	5570 Code 1	16:09 16:09 16:14 16:20	16:39 16:45 17:05 NE-11
669 7/1/2015 Paramedic	Okmulgee County EMS Code 3	5580 Code 1	21:42 21:42 21:44 21:53	22:12 22:32 22:46 E-11 #
664 7/2/2015 Paramedic	Police/911 Code 3	5570 Code 1	07:01 07:01 07:03 07:09	07:18 07:37 08:04 E-8
665 7/2/2015 Paramedic	Police/911 Code 3	5580 No Transport	07:47 07:47 07:49 07:52	 08:12 E-5 @
670 7/2/2015 Intermediate	Hospital Staff Code 1	5571 Code 1	12:44 12:44 12:45 12:45	13:19 13:47 13:59 NE-1

@ = Second ambulance responding
* = Long response time
# = Outside of the Glenpool response area
+ = South of 181 Street
% = Third ambulance responding
! = Fourth ambulance responding

Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number **Call Date** **Level of Care**	**Caller** **Dispatch Urgency**	**Unit Description** **Transport Urgency**	**Rcvd** **Paged** **Enroute** **On Scene**	**To Dest** **At Dest** **Available** **Response Time**
671 7/2/2015 Paramedic	Police/911 Code 3	5570 Code 1	15:13 15:13 15:13 15:17	15:56 16:20 16:42 E-4
666 7/3/2015 Paramedic	Police/911 Code 3	5580 Code 1	12:00 12:00 12:01 12:07	12:27 12:56 13:10 E-7
667 7/3/2015 Paramedic	Police/911 Code 3	5580 No Transport	15:34 15:34 15:35 15:39	 15:49 E-5
672 7/3/2015 Paramedic	Police/911 Code 3	5580 Code 3	22:56 22:56 22:57 23:00	23:15 23:36 23:57 E-4
673 7/3/2015 Intermediate	Police/911 Code 3	5571 Code 1	23:12 23:12 23:16 23:18	23:50 00:21 01:33 E-6 @
674 7/4/2015 Paramedic	Police/911 Code 3	5570 Code 1	04:47 04:47 04:48 04:54	05:17 05:45 05:56 E-7
675 7/4/2015 Paramedic	Police/911 Code 3	5570 Code 1	10:34 10:34 10:34 10:38	10:56 11:14 11:53 E-4
676 7/5/2015 Paramedic	EMSA Code 3	5570 Code 1	09:11 09:11 09:15 09:27	09:49 10:03 10:23 E-16 #
701 7/5/2015 Paramedic	Creek Count EMS Code 3	5580 Code 3	21:53 21:53 21:56 22:05	22:21 22:48 23:03 E-12 #

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
677 7/6/2015 Paramedic	Police/911 Code 3	5570 Code 1	07:57 07:57 07:59 08:04	08:24 08:41 09:06 E-7
678 7/6/2015 Paramedic	Police/911 Code 3	5580 Code 1	10:05 10:05 10:05 10:06	10:20 10:39 10:59 E-1
679 7/6/2015 Paramedic	Police/911 Code 3	5580 Code 1	14:26 14:26 14:26 14:31	14:58 15:12 15:32 E-5
680 7/6/2015 Paramedic	Police/911 Code 3	5570 Code 1	14:39 14:39 14:39 14:43	15:05 15:27 16:45 E-4 @
681 7/6/2015 Paramedic	Police/911 Code 3	5580 Code 1	19:45 19:45 19:45 19:47	20:03 20:29 21:13 E-2
682 7/7/2015 Paramedic	Police/911 Code 3	5580 Code 1	09:16 09:16 09:16 09:19	09:36 09:59 10:12 E-3
683 7/7/2015 Paramedic	Police/911 Code 3	5570 Code 1	15:04 15:04 15:06 15:08	15:30 15:51 16:28 E-4
684 7/8/2015 Paramedic	Police/911 Code 3	5580 Code 1	08:30 08:30 08:30 08:31	08:49 09:11 09:34 E-1
685 7/8/2015 Paramedic	Police/911 Code 3	5580 Code 1	11:48 11:48 11:54 11:54	12:12 12:32 12:52 E-6

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
686 7/8/2015 Paramedic	Police/911 Code 3	5570 Code 1	21:01 21:01 21:02 21:07	21:29 21:50 22:08 E-6
687 7/9/2015 Paramedic	Nursing Home Staff Code 1	5570 Code 1	11:09 11:09 11:10 11:15	11:30 11:49 12:00 NE-6
688 7/9/2015 Paramedic	Police/911 Code 3	5580 Code 1	12:54 12:54 12:54 12:59	13:25 13:43 14:03 E-5
689 7/9/2015 Basic	Hospital Staff Code 1	5572 Code 1	13:51 13:51 13:57 14:19	14:34 14:55 15:11 NE-28
690 7/10/2015 Intermediate	Hospital Staff Code 1	5571 Code 1	17:30 17:32 17:36 18:12	18:52 19:14 19:26 NE-42
691 7/10/2015 Paramedic	Police/911 Code 3	5570 No Transport	19:50 19:50 19:51 19:54	 20:06 E-4
692 7/10/2015 Paramedic	Police/911 Code 3	5570 Code 1	20:33 20:33 20:33 20:37	20:47 21:16 21:47 E-4
693 7/10/2015 Paramedic	Police/911 Code 3	5580 Code 1	20:52 20:52 20:53 20:56	21:11 21:34 21:58 E-4 @
694 7/10/2015 Intermediate	Police/911 Code 3	5571 Cancelled Enroute	21:07 21:07 21:08	 21:09 E-0 %

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
695 7/10/2015 Paramedic	Police/911 Code 3	5570 No Transport	22:39 22:39 22:40 22:41	 22:54 E-2
696 7/10/2015 Paramedic	Police/911 Code 3	5570 Code 1	23:27 23:27 23:28 23:30	00:02 00:17 00:29 E-3
702 7/11/2015 Paramedic	Police/911 Code 3	5580 Code 1	15:27 15:27 15:27 15:31	15:54 16:15 16:36 E-4
697 7/11/2015 Paramedic	Police/911 Code 3	5570 No Transport	21:19 21:19 21:20 21:23	 22:01 E-4
698 7/11/2015 Paramedic	Police/911 Code 3	5580 Code 1	21:32 21:32 21:33 21:40	22:04 22:26 22:59 E-8 @
703 7/12/2015 Paramedic	Police/911 Code 3	5570 Code 1	15:56 15:56 15:57 16:00	16:14 16:39 17:20 E-4
704 7/12/2015 Paramedic	Police/911 Code 3	5580 Code 1	17:44 17:44 17:45 17:48	18:09 18:26 18:43 E-4
705 7/12/2015 Paramedic	Police/911 Code 3	5570 No Transport	17:59 17:59 18:00 18:05	 18:17 E-6 @
706 7/13/2015 Paramedic	Police/911 Code 3	5570 Code 1	22:23 22:23 22:25 22:29	23:00 23:25 23:48 E-6

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number **Call Date** **Level of Care**	**Caller** **Dispatch Urgency**	**Unit Description** **Transport Urgency**	**Rcvd** **Paged** **Enroute** **On Scene**	**To Dest** **At Dest** **Available** **Response Time**
699	Police/911	5570	08:53	09:22
7/14/2015			08:54	09:40
Paramedic	Code 3	Code 1	08:55	10:03
			09:00	E-7
707	Police/911	5570	10:26	10:37
7/14/2015			10:26	10:48
Paramedic	Code 3	Code 1	10:26	11:05
			10:28	E-2
708	Police/911	5580	10:43	
7/14/2015			10:43	
Paramedic	Code 3	Canceled Enroute	10:43	10:43
				E-0 @
709	Police/911	5570	14:20	14:48
7/14/2015			14:20	15:15
Paramedic	Code 3	Code 1	14:20	16:00
			14:25	E-5
700	Police/911	5570	17:58	18:15
7/15/2015			17:58	18:40
Paramedic	Code 3	Code 1	17:58	19:16
			18:02	E-4
710	Police/911	5570	13:06	13:31
7/16/2015			13:06	13:49
Paramedic	Code 3	Code 3	13:07	14:20
			13:10	E-4
711	Police/911	5570	18:40	19:01
7/16/2015			18:40	19:18
Paramedic	Code 3	Code 3	18:41	20:03
			18:42	E-2
715	Police/911	5570	00:49	
7/17/2015			00:49	
Paramedic	Code 3	No Transport	00:51	01:33
			00:54	E-5
712	Paramedic	5570	10:38	
7/17/2015			10:39	
Paramedic	Code 3	No Transport	10:40	10:59
			10:44	E-6

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
713 7/17/2015 Paramedic	Police/911 Code 3	5580 No Transport	14:32 14:32 14:33 14:38	 14:41 E-6
714 7/17/2015 Paramedic	Patient's Family Code 3	5570 Code 1	19:49 19:49 19:52 19:57	22:20 20:42 20:58 E-8
716 7/18/2015 Paramedic	Patient's Family Code 3	5580 Code 1	05:53 05:53 05:54 06:00	06:15 06:37 06:55 E-7
717 7/18/2015 Paramedic	Nursing Home Staff Code 3	5570 Code 1	09:25 09:25 09:25 09:28	09:51 10:23 10:49 E-3
718 7/18/2015 Paramedic	Police/911 Code 3	5580 Code 1	10:52 10:52 10:52 10:56	11:16 11:36 12:13 E-4 @
719 7/18/2015 Paramedic	Police/911 Code 3	5570 Code 1	21:22 21:22 21:23 21:26	21:39 21:55 22:18 E-4
720 7/19/2015 Paramedic	Police/911 Code 3	5570 Code 1	03:52 03:52 03:54 03:57	04:21 04:42 04:58 E-5
731 7/19/2015 Paramedic	Police/911 Code 3	5580 Code 1	14:43 14:43 14:44 14:49	15:11 15:30 15:53 E-6
721 7/20/2015 Paramedic	Police/911 Code 3	5580 Code 1	00:23 00:23 00:26 00:28	00:41 00:53 01:06 E-5

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number Call Date Level of Care	Caller Dispatch Urgency	Unit Description Transport Urgency	Rcvd Paged Enroute On Scene	To Dest At Dest Available Response Time
722 7/20/2015 Paramedic	Police/911 Code 3	5570 Code 1	08:28 08:28 08:28 08:30	08:53 09:14 10:18 E-2
723 7/20/2015 Paramedic	Police/911 Code 3	5570 Code 1	11:10 11:10 11:10 11:12	11:33 11:45 12:03 E-2
724 7/20/2015 Paramedic	Patient’s Family Code 3	5580 Code 1	11:19 11:19 11:20 11:29	11:56 12:19 12:38 E-10 + @
726 7/20/2015 Paramedic	Creek County EMS Code 3	5580 Code 3	13:04 13:04 13:07 13:11	13:23 13:40 13:53 E-7
725 7/21/2015 Paramedic	Police/911 Code 3	5580 No Transport	04:02 04:02 04:06 04:13	 05:53 E-11 *
727 7/21/2015 Paramedic	Police/911 Code 3	5580 No Transport	10:01 10:01 10:04 10:09	 10:57 E-8
728 7/21/2015 Paramedic	Police/911 Code 3	5580 Code 1	16:07 16:07 16:08 16:08	16:41 17:02 17:25 E-1
729 7/22/2015 Paramedic	Patient’s Family Code 3	5570 Code 3	06:02 06:02 06:03 06:13	06:26 06:47 07:01 E-11 *
730 7/22/2015 Paramedic	Police/911 Code 3	5570 Code 1	08:35 08:35 08:36 08:41	09:56 09:19 09:44 E-6

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number	Call Date	Level of Care	Caller	Dispatch Urgency	Unit Description	Transport Urgency	Rcvd	Paged	Enroute	On Scene	To Dest	At Dest	Available	Response Time
733	7/22/2015	Paramedic	EMSA	Code 1	5580	Code 1	10:46	10:46	10:54	11:09	11:30	11:46	12:00	NE-23
734	7/22/2015	Paramedic	Police/911	Code 3	5580	No Transport	13:15	13:15	13:16	13:20			13:52	E-5
735	7/22/2015	Paramedic	Police/911	Code 3	5570	Code 1	17:43	17:43	17:45	17:48	17:48	18:04	18:52	E-5
736	7/22/2015	Paramedic	Police/911	Code 3	5580	Code 1	22:39	22:39	22:40	22:44	22:58	23:17	23:55	E-5
737	7/23/2015	Paramedic	Police/911	Code 3	5570	No Transport	05:38	05:38	05:44	05:47			06:29	E-9
738	7/23/2015	Paramedic	Police/911	Code 3	5570	Code 1	11:11	11:11	11:13	11:14	11:25	11:37	11:55	E-3
739	7/23/2015	Paramedic	Nursing Home Staff	Code 1	5580	Code 1	11:56	11:56	12:01	12:08	12:20	12:41	13:01	NE-12
740	7/23/2015	Paramedic	Police/911	Code 3	5570	Code 1	17:38	17:38	17:40	17:46	18:06	18:21	18:35	E-8
741	7/23/2015	Paramedic	Patient	Code 3	5580	No Transport	21:02	21:02	21:02	21:02			21:03	E-0

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number	Caller	Unit Description	Rcvd	To Dest
Call Date			**Paged**	**At Dest**
Level of Care	**Dispatch Urgency**	**Transport Urgency**	**Enroute**	**Available**
			On Scene	**Response Time**
748	EMSA	5580	00:19	00:35
7/24/2015			00:19	00:55
Paramedic	Code 1	Code 1	00:19	01:04
			00:19	NE-0
742	Police/911	5580	15:12	15:40
7/24/2015			15:12	16:10
Paramedic	Code 3	Code 1	15:13	16:33
			15:15	E-3
743	EMSA	5570	22:01	22:39
7/24/2015			22:01	22:58
Paramedic	Code 3	Code 1	22:02	23:22
			22:21	E-20 #
744	Police/911	5580	22:41	23:05
7/24/2015			22:41	23:28
Paramedic	Code 3	Code 1	22:42	00:19
			22:45	E-4
749	Police/911	5570	06:55	07:19
7/25/2015			06:55	07:39
Paramedic	Code 3	Code 1	06:56	08:01
			06:59	E-4
745	Police/911	5570	11:32	11:55
7/25/2015			11:32	12:21
Paramedic	Code 3	Code 1	11:33	12:33
			11:35	E-3
750	Police/911	5570	16:03	16:24
7/25/2015			16:03	16:45
Paramedic	Code 3	Code 1	16:03	17:05
			16:04	E-1
751	Police/911	5570	23:30	
7/25/2015			23:30	
Paramedic	Code 3	No Transport	23:31	23:38
			23:34	E-4
752	Police/911	5570	12:33	
7/26/2015			12:33	
Paramedic	Code 3	No Transport	12:34	13:01
			12:39	E-6

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Emergency Medical Services Plus
Ambulance Report
Glenpool – July 2015

Call Number		**Transport Urgency**	**On Scene**	18:30	
Call Date	**Dispatch Urgency**		18:14	18:55	
Level of Care		5570	18:14	19:21	
	Police/911		18:15		E-2
746		Code 1	18:16	23:42	
7/26/2015	Code 3		23:25	00:04	
Paramedic		5580	23:25	00:23	
	Police/911		23:25		E-3
747		Code 1	23:28		
7/26/2015	Code 3		23:35		
Paramedic		5580	23:35	00:29	
	Police/911		23:37		E-5 @
753		No Transport	23:40		
7/27/2015	Code 3				
Paramedic					

			To Dest
		Rcvd	**At Dest**
	Unit Description	**Paged**	**Available**
Caller		**Enroute**	**Response Time**

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City Of Glenpool
Creating Opportunity

Glenpool Area Emergency Medical Services District
12205 South Yukon Avenue
Glenpool, Oklahoma 74033

To: HONORABLE CHAIR AND GEMS DISTRICT BOARD MEMBERS

From: Julie Casteen, District Treasurer

Date: July 29, 2015

Subject: Treasurer's Bond and Certificate and Order to Tulsa County to authorize payment of funds

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Background:

Tulsa County has requested a Certificate and Order authorizing the payment of funds collected by Tulsa County on behalf of GEMS. Included on the Certificate and Order is approval of the Treasurer's Bond issued to secure performance of the Treasurer's duties.

The City Council took action on July 20, 2015 with Resolution 15-07-01, approving the Treasurer's Bond and Certificate and Order to Tulsa County for the City of Glenpool.

Staff Recommendation:

Staff recommends ratification of the action taken by the Glenpool City Council adopting Resolution No. 15-07-03.

Attachment

A. Glenpool City Council Resolution 15-07-03
B. Treasurer's Bond issued by Western Surety Company in the amount of $50,000
C. Certificate and Order to Tulsa County

RESOLUTION NO. 15-07-03

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENPOOL APPOINTING JULIE CASTEEN AS THE CITY TREASURER OF THE CITY OF GLENPOOL IN ADDITION TO HER CURRENT DUTIES AS FINANCE DIRECTOR FOR THE CITY OF GLENPOOL, IN ACCORDANCE WITH THE PROVISIONS OF TITLE 11, § 10-118 OF THE OKLAHOMA STATUTES, AND TITLE 1, ADMINISTRATION; CHAPTER 9, CITY DEPARTMENTS; ARTICLE B, FINANCE DEPARTMENT; SECTIONS 1-9B-1, FINANCE DIRECTOR; AND 1-9B-2: CITY TREASURER, OF THE CODE OF ORDINANCES OF THE CITY OF GLENPOOL, OKLAHOMA, (2013)

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes requires that the City Treasurer shall be an officer of the City appointed to that position by the City Council for an indefinite term; and

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes provides that the person appointed by the City Council to serve as City Treasurer may be employed by the City to perform duties not related to his or her position as City Treasurer; and

WHEREAS, Title 11 § 10-118 of the Oklahoma Statutes provides that the salary, if any, for such unrelated duties shall be provided for separately; and

WHEREAS, Section 9-1B-1 of the City Code provides that the Finance Director shall be an officer of the City appointed by the City Manager for an indefinite term and shall have supervision and control of the Department of Finance; and

WHEREAS, Section 9-1B-2(A) of the City Code provides that the City Treasurer shall be an officer of the City appointed by the City Council for an indefinite term; and

WHEREAS, Section 9-1B-2(B)(2) of the City Code, as amended, provides, that the person who serves as City Treasurer may be employed by the City to perform duties not related to the position of City Treasurer; and

WHEREAS, Section 9-1B-2(B)(2) of the City Code, as amended, provides, that the salary, if any, for such additional duties shall be provided for separately within the annual municipal budget; and

WHEREAS, Title 11 § 8-105 of the Oklahoma Statutes provides that the City Council shall require the municipal treasurer to give bond for the faithful performance of his or her duties within ten days after his or her appointment in such amount and form as the City Council shall prescribe and shall pay the premiums on such bonds.

BE IT THEREFORE RESOLVED, by the City Council for the City of Glenpool, Oklahoma **THAT**:

§ 1. Ms. Julie Casteen shall be and hereby is appointed to the position of City Treasurer for an indefinite term.

§ 2. As City Treasurer, Ms. Casteen may also be employed, by appointment by the City Manager, to perform the additional duties of Finance Director for the City of Glenpool, or such other additional duties as deemed appropriate and necessary by the City Manager.

§ 3. The salary for the position of City Treasurer and for such additional duties, if any, shall be provided for separately within the annual municipal budget.

§ 4. The Surety Bond issued by Western Surety Company in the form and amount attached hereto and incorporated herein as Exhibit A is approved and the City Council hereby authorizes the payment of all associated premiums. The Certificate attesting to compliance with this requirement is likewise approved and attached hereto and incorporated herein as Exhibit B.

PASSED AND APPROVED by the City Council of the City of Glenpool this 20th day of July 2015.

Tim Fox, Mayor

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

Oklahoma

Western Surety Company

OFFICIAL BOND AND OATH

STATE OF OKLAHOMA }
County of Tulsa } ss

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 62443313

That we, Julie Ann Casteen, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Oklahoma, as Surety, are held and firmly bound unto the County of Tulsa and State of Oklahoma, in the penal sum of Fifty Thousand and 00/100 DOLLARS ($50,000.00), for the payment of which we bind ourselves and our legal representatives, jointly and severally by these presents.

Signed this 29th day of June, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal has been Appointed (Elected - Appointed) to the office of Finance Director/Treasurer City of Glenpool & G in and for City of Glenpool & Glenpool Utility Services Authority, State of Oklahoma, for the term of 1 year, commencing on the 5th day of June, 2015.

Now, if the said Principal shall render a true account of his office and the doings therein to the proper authority at the close of each month, each quarter, each year, and at the end of his term of office, as required thereby or by law; and shall promptly pay over to the person or officers entitled thereto, at the close of each day, month, or quarter, and term of office, all money which may come into his hands by virtue of his said office; and shall faithfully account for all the balances of money remaining in his hands at the termination of his office; and shall well and truly keep all books of record and books of account, required to properly record the doings of his office; and shall balance same monthly, and make all monthly, quarterly and annual reports to the boards, and officers required by law or by resolution of his governing board; and shall hereafter exercise all reasonable diligence and care in the preservation and lawful disposal of all money, books, papers and securities, or other property appertaining to his said office, and deliver them to his successor, or to any person authorized to receive the same; and if he shall faithfully and impartially, without fear, favor, fraud or apprehension, discharge all other duties, now or hereafter required of his office by law, then this bond to be void, otherwise in full force.

SEAL SOUTH DAKOTA

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

Before me, a Notary Public in and for said County and State on this 3rd day of November, 2014, personally appeared Paul T. Bruflat to me known to be the identical person who subscribed the name of WESTERN SURETY COMPANY, Surety, to the foregoing instrument as the aforesaid officer 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.

M. BENT
NOTARY PUBLIC
SEAL SOUTH DAKOTA SEAL

M. Bent

Notary Public

My Commission Expires March 2, 2020

Form 852-A-11-2014

OATH OF OFFICE

(Okla. Stat. Tit. 51 § 2)

STATE OF OKLAHOMA } ss
County of ______________________

"I, ____, do solemnly swear (or affirm) that I will support, obey, and defend the Constitution of the United States, and the Constitution of the State of Oklahoma, and will discharge the duties of my office with fidelity; that I have not paid, or contributed, either directly or indirectly, any money or other valuable thing, to procure my nomination or election (or appointment), except for necessary and proper expenses expressly authorized by law; that I have not, knowingly, violated any election law of the State, or procured it to be done by others in my behalf; that I will not, knowingly, receive, directly or indirectly, any money or other valuable thing, for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law, and I further swear (or affirm) that I will not receive, use or travel upon any free pass or on free transportation during my term of office."

(Sign here) ______________________________________
Principal

SUBSCRIBED and sworn to before me this __________ day of ____________________, __________.
My commission expires

______________________________, __________ ______________________________________
(SEAL) Notary Public

LOYALTY OATH

(Okla. Stat. Tit. 51, § 36.2A)

I do solemnly swear (or affirm) that I will support the Constitution and the laws of the United States of America and the Constitution and the laws of the State of Oklahoma, and that I will faithfully discharge, according to the best of my ability, the duties of my office or employment during such time as I am

____

(Here put name of office, or, if an employee, insert "An Employee of ______________________________________" followed by the complete designation of the employing officer, agency, authority, commission, department or institution).

____
Affiant

Subscribed and sworn to before me this __________ day of ____________________, __________.
My commission expires

______________________________, __________ ______________________________________
Notary Public or other officer authorized to administer oaths or affirmations

Western Surety Company

File No.

OFFICIAL
BOND AND OATH

On Behalf of

as

State of Oklahoma ______ County,

Filed this ______ day of ______,

at ______ o'clock ____ m., and duly

recorded in book ______ on page ______.

Clerk

Deputy

Approved this ______ day of ______,

By

CERTIFICATE AND ORDER
OF MUNICIPALITY OR BOARD OF EDUCATION
TO COUNTY CLERK AND COUNTY TREASURER

..............................Oklahoma, ...,

To the County Clerk and County Treasurer of Tulsa County, Oklahoma.

We, the undersigned, presiding officer and Clerk of the Governing Board of (Municipality or Board of Education, Sch. Dist. No., state which) Glenpool City Council of Glenpool in said County, State of Oklahoma, hereby authorize you, from and after the date hereof, for the current term

Ending the first Monday in May,..........

or for the remainder of such current term in case of appointment to fill vacancy, such authority to continue until the end of such term, and no longer, unless sooner revoked, to pay over any public funds collected for the aforesaid municipality or school district in accordance with the provisions of 68 O.S. § 2924 (1992),

to City of Glenpool Address 12205 S. Yukon Ave, Glenpool, Oklahoma as TREASURER of said Municipality or Board of Education for the term stated; and his legal qualifications for said office are hereby certified to be truly and correctly stated as follows:

Date Elected or Re-elected.............................. Date Appointed or Re-appointed June 1, 2015

Filed Surety Bond in sum of Fifty Thousand and 00/100 cents Dollars $ (..............)

With Western Surety Company as Surety (Note 1)

Date of Bond June 29,2015 Bond Term begins June 5, 2015

Expires.............................. If Bond is executed by an authorized Bond Company give Number of Bond 62443313

Date bond was approved by Governing Board July 20, 2015

Record of Approval of Bond and subscribing to Oath of Office recorded in the minutes of the Governing Board at page..............

under date of July 20, 2015

Said New Bond is in custody and control of Glenpool City Clerk (Note 2), or was, by him, deposited

with.. for safekeeping.

(If Treasurer was Re-elected or Re-appointed, fill out the following:)

Bond for previous term executed by.............................. Bond No..............................

And was for the term beginning.............................., and ending..............................

Title 51, O.S. §4, (1941), reading: "When the incumbent of any office is re-elected he shall qualify as above required, but his bond shall not be approved until he has produced or fully accounted for all public funds and property in his control under color of his office during the expiring term, to the person or authority to whom he should account, and the fact and date of such satisfactory exhibit shall be endorsed upon the new bond before its approval," has been complied with. Said exhibit was prepared by Susan White, City Clerk approved on July 20, 2015, by Glenpool City Council and endorsement made.

Signed and Certified at Glenpool, Oklahoma, this 20th day of July, 2015

ATTESTING OFFICER'S SEAL

CITY OF GLENPOOL OFFICIAL SEAL TULSA COUNTY, OKLAHOMA

.... Presiding Officer

Mayor
Official Title

ATTEST:

.... Attesting Officer

City Clerk
Official Title

NOTE 1. Extension Certificates ineffective for new term. New Bond required for each term (Attorney General)

NOTE 2. Treasurer should not have custody of his own Bond. If Financial Secretary of Municipality serves both as Clerk and Treasurer, Mayor or other chief officer should have custody.

NOTE 3. See Title 11 O.S. §8-105 (1992) & Title 11 O.S. §1 - 102 (1), (2), (3), (5) and (13) (1984) for law governing bond for Treasurer of a municipality and Title 70, § 5-115 (1992) and § 5-116a (1994), for Treasurer of a Board of Education.