



METROPOLITAN LIBRARY COMMISSION OF OKLAHOMA COUNTY

Thursday, April 21, 2011, 3:30 p.m.
Belle Isle Library
5501 N. Villa
Oklahoma City, OK 73112
(Telephone: 843-9601)

The Metropolitan Library System of Oklahoma County encourages participation from all patrons and citizens of Oklahoma County. If participation at any public meeting is not possible due to a disability, whether physical, hearing or speech related, please notify the office of the Executive Director (606-3726) at least forty-eight (48) hours prior to the scheduled public meeting to allow the Library to make necessary accommodations.

3:30 pm CALL TO ORDER AND ROLL CALL TO ESTABLISH QUORUM

Fran Cory, Chair

3:30 – 3:35 pm INTRODUCTIONS

- Document #90 – Presentation of Service Certificates for Library Staff

COMMENTS FROM GENERAL PUBLIC (Limited to 3 minutes per speaker or 15 minutes total with time pro-rated among speakers. Preference will be given to residents of Oklahoma County. Persons signing up to address the Commission must list their residential address and indicate if they request to speak to a specific agenda item or to another Library Commission related topic or issue.) Please be advised that public seating is limited; seating capacity at the individual meeting sites vary in occupancy limits.

3:35 – 3:45 pm CONSENT DOCKET (#91 - #93)

- Document #91 – Approval of Minutes of March 17, 2011 Meeting
- Document #92 – Acceptance of Review of Expenditures for March 2011
- Document #93 – Contract Awards & Purchases
 - Item A: Janitorial Products
 - Item B: Copiers
 - Item C: Roof Replacement for Four Libraries

3:45 – 4:00 pm REPORTS AND RECOMMENDATIONS FROM ADMINISTRATION

- Document #94 – Discussion, Consideration and Possible Action: Resolution of Appreciation: David Greenwell
- Document #95 – Discussion, Consideration and Possible Action: Defined Benefit Plan – Document Changes

3:45 – 4:15 pm SPECIAL PRESENTATIONS

- *2011 Literary Voices update*
- *National Library Week – Quotes about Libraries* – Kim Terry, Marketing and Communications
- *E-media Commercial* – Kim Terry, Marketing and Communications

4:15 – 4:30 pm INFORMATION REPORTS

- Document #96 - MLS March 2011 Library Visits Report
- Document #97 – MLS March 2011 Circulation Report
- Document #98 – MLS March 2011 Computer Usage Report
- Document #99 – MLS March 2011 System Reserve Report

4:30 – 4:45 pm EXECUTIVE DIRECTOR'S REPORT

4:45 – 5:00 pm COMMENTS FROM COMMISSION MEMBERS

Appointment of Nominating Committee – Mrs. Fran Cory, Chair

NEXT COMMISSION MEETING DATE AND PLACE:

May 19, 2011

The Village Library, 10307 N. Penn, Oklahoma City, OK 73120

PRESENTATION OF SERVICE CERTIFICATES TO LIBRARY STAFF

The Friends of the Metropolitan Library System have underwritten a staff recognition service program recognizing staff who have been employed by the Library System for five years or more. The Friends provide an attractive pin with the library system logo and name for staff who have served five years. After 10 years, a ruby is added to the pin; subsequent rubies are added at 10, 15, 20 and 25-year intervals of service culminating with the addition of a diamond to the pin for 30 years of service. The Library System staff are presented with the pins at a special reception hosted by the Friends each year.

To complement that recognition of service in a formal way, the Metropolitan Library Commission of Oklahoma County presents service certificates of appreciation to Library System staff for these same increments of service. The staff to be presented with certificates will be recognized at each monthly meeting at which time the certificates are presented.

Library System staff receiving Certificates of Service in April 2011:

<u>Employees</u>	<u>Years of Service</u>
Landon D. Holman, Computer Operator, IT	5
Sandra Lea Lanham, Circulation Clerk, Midwest City	5
Doyle K. Wilcox, Circulation Clerk, Edmond	5
Daniel Fields, Librarian, Bethany	10
Mary R. McElroy, Circulation Clerk, Bethany	10
Anne G. Fischer, Director of Information Technology, IT	30

**MINUTES OF THE REGULAR MONTHLY MEETING
OF THE METROPOLITAN LIBRARY COMMISSION
OF OKLAHOMA COUNTY**

DATE: March 17, 2011

TIME: 3:30 pm

MEETING PLACE: Midwest City Library

Written public notice of the time, date, and place of this meeting was given to the County Clerk of Oklahoma County November 15, 2010. Notice of the time, date, place, and agenda for this meeting was posted by the Secretary of the Commission in prominent public view at the Midwest City Library and Downtown Library, 300 Park Avenue, Oklahoma City, on March 15, 2011, in conformity with the Oklahoma Open Meeting Act §311.

Members

PRESENT:

Bose' Akadari
Ralph Bullard
Glenda Choate
David Greenwell
Helene Harpman
Willa Johnson
Carolyn Leslie
Penny McCaleb
Tracy McDaniel
Lori Nelson
Mukesh Patel
Hugh Rice
Vanna Shaw
Jim Shonts
Judy Smith, Vice-Chair
Alyne Strube
Beth Toland
Fran Cory, Chair
Donna Morris, Executive Director
(Secretary)

EXCUSED:

Nancy Anthony
Mick Cornett, Mayor of Oklahoma City
Cynthia Friedemann
Deanna Hannah
Jose Jimenez
Tracy McGehee
Brenda Palmer
Kim Patterson
Greg Womack

Estimate of general public and staff attending: 18

I. The meeting was called to order at 3:36 p.m. by Mrs. Fran Cory, Chair.

Roll was called to establish a quorum. Present: Akadiri, Bullard, Choate, Greenwell, Harpman, Johnson, Leslie, McCaleb, McDaniel, Patel, Rice, Shaw, Shonts, Smith, Strube, Toland, Cory, (Arrived: Nelson, 3:37).

II. Mrs. Cory introduced Mr. Chris Kennedy, Manager of Library Operations for the Midwest Library. Mr. Kennedy welcomed the Commission and provided details of events at the Midwest City Library. Mr. Kennedy introduced Midwest City Councilman Rick Dawkins and Midwest City Mayor Jack Fry. Mr. Dawkins and Mayor Fry welcomed the Commission to Midwest City and thanked them for their service.

Mr. Kennedy also introduced his Assistant Manager of Library Operations, Ms. Tracey Thompson.

Mrs. Cory congratulated the newest member of the Oklahoma City Council, Mr. David Greenwell. Mr. Greenwell was elected on March 1 to serve on the council representing Ward 5. His term will begin on April 1.

III. Mrs. Cory called for comments from the general public. There were none.

IV. Mrs. Cory called for Presentation of Service Certificates for March 2011: There were none in attendance.

V. Mrs. Cory presented the Consent Docket: Document #83 – Approval of Minutes of February 17, 2011 Meeting; Document #84 – Acceptance of Review of Expenditures for February 2011; Document #85 – Contract Awards and Purchases.

Questions and discussion followed.

Mrs. Cory called for a motion.

Mrs. Willa Johnson moved to accept the consent docket. Mr. Jim Shonts seconded. No further discussion, motion passed unanimously.

VI. Mrs. Cory referred to Special Presentations and called on Mr. Joe McReynolds, Friends Booksale Coordinator.

Mr. McReynolds gave an update of the 2011 Annual Friends of the Library Booksale that occurred February 25-27. Mr. McReynolds reported that the amount raised from the Booksale is \$237,000 averaging approximately \$10,300 per hour and \$107.00 per minute.

VII. Mrs. Cory referred to the Information Reports.

- Document #86 – MLS February 2011 Library Visits Report
- Document #87 – MLS February 2011 Circulation Report
- Document #88 – MLS February 2011 Computer Usage Report
- Document #89 – MLS February 2011 System Reserve Report

Questions and Discussion followed.

VIII. Mrs. Cory called on Mrs. Morris to present the Executive Director's Report.

Mrs. Morris reported that Eide Bailly recently completed a successful audit of the systems Flex account and provided a clean audit opinion.

Mrs. Morris informed the Commission that Southern Oaks Library will be closing at its normal location on Monday April 4, 2011 as this will allow the library to move to its new

temporary location in the Almonte Shopping Center at SW 1 & May Avenue. The Southern Oaks Library will open at its temporary location on April 25.

Mrs. Morris reported that the Oklahoma Library Association will hold its annual meeting in Tulsa from March 1 through April 1. There will be many MLS staffers attending the conference and several others will be among the presenters and speakers. She expressed her appreciation to the Commission for providing funding for front line staff to attend this continuing education event.

Mrs. Morris informed the Commission of a story and pictures in the Oklahoman about the Reduxion Theatre's performance of "A Midsummer Nights' Dream." The pictures were taken at the Edmond Library. The theatre tour will include stops at Midwest City, Downtown, Ralph Ellison and The Village

Mrs. Morris reported the assessment of the Capitol Hill Library is nearly complete and staff will be meeting with the city shortly to determine the next step in the renovation or construction of a new facility.

Mrs. Morris also commented that the Town of Jones continues to move forward with fundraising for a new library and MLS staff is working with city officials on building requirements.

The City of Del City has requested supporting materials from the library system so that they can begin to move forward with plans to include a new library as part of their sales tax initiative in 2012.

IX. Mrs. Cory called for comments from Commissioners. Discussion followed.

X. The next Commission meeting will be held at the Belle Isle Library on April 21, 2011. There being no further business, the meeting was adjourned at 4:10 pm.

A handwritten signature in blue ink that reads "Donna Morris". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Donna Morris, Executive Director
(Secretary)

FINANCIAL STATEMENT AND REVIEW OF EXPENDITURES

March 31, 2011

The attached statement of the financial condition of the Metropolitan Library System reflects the encumbrances and expenditures for the month of March 2011.

For comparison, 75.00% of the fiscal year has passed.

COMMISSION ACTION

That the Commission acknowledge the financial report of March 2011.

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**METROPOLITAN LIBRARY SYSTEM
GENERAL FUND
STATEMENT OF FINANCIAL CONDITION**

March 31, 2011

ASSETS

CASH - Overnight Investment Account		\$ 4,722,958.35
INVESTMENTS (Schedule attached)		32,096,702.17
PREPAID ACCOUNTS		30,000.00
TAXES RECEIVABLE: 2010-11 Ad Valorem Tax	29,227,702.00	
Less: Reserve for Delinquent Tax	(2,657,064.00)	
Budgeted Tax Revenue	26,570,638.00	
Less: Tax Received	(24,481,817.11)	
		2,088,820.89
Total Assets		<u>\$38,938,481.41</u>

LIABILITIES, DEFERRED REVENUE AND FUND BALANCE

LIABILITIES:

2009-10 Reserve for Appropriations	\$158,736.87	
2010-11 Purchase Orders Outstanding	305,314.45	
2009-10 Purchase Orders Outstanding	11,668.63	
2010-11 Checks Outstanding	220,086.78	
2009-10 Checks Outstanding	0.00	
Total Liabilities		695,806.73

DEFERRED TAX REVENUE:

Current Year Ad Valorem Tax	2,088,820.89
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FUND BALANCE:

Beginning of the Year	\$30,341,031.66	
Add: Revenues		
Budgeted	25,083,961.11	
Other	<u>1,901,911.69</u>	26,985,872.80
Less: Expenditures	<u>(21,173,050.67)</u>	
Total Fund Balance		<u>36,153,853.79</u>

Total Liabilities, Deferred Revenue and Fund Balance	<u>\$38,938,481.41</u>
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**METROPOLITAN LIBRARY SYSTEM
GENERAL FUND
SCHEDULE OF INVESTMENT**

As of March 31, 2011

Type	Purchase Date	Maturity Date	Interest Rate	Cost
CD - MidFirst Bank	7/21/2009	7/21/2012	3.056%	\$ 95,006.20
CD - Municipal Emp. Credit Union	5/28/2010	5/28/2013	2.650%	240,000.00
CD - Weeekie Credit Union	1/17/2010	1/18/2015	3.140%	106,899.93
CD - UMB Bank	3/18/2010	2/18/2013	2.000%	97,864.05
CD - Stillwater National Bank	5/23/2010	6/23/2012	2.000%	240,000.00
CD - National Bank of Commerce.	12/19/2010	12/19/2011	1.000%	240,000.00
CD - Kirkpatrick Bank, Edmond	12/12/2008	12/12/2011	3.030%	95,000.00
CD - Coppermark Bank	6/14/2010	4/14/2012	2.000%	96,787.60
CD - BancFirst	7/28/2009	7/27/2012	2.240%	240,000.00
CD - Rose Rock/Union Bank	11/9/2010	11/5/2013	2.000%	99,733.20
CD - Fidelity Bank	10/19/2009	4/19/2011	1.490%	100,000.00
CD - Quail Creek Bank	6/7/2009	6/7/2011	2.260%	240,000.00
CD - Citizen's Bank of Edmond	7/2/2009	7/2/2014	2.810%	122,052.12
CD - Valliance Bank	3/5/2011	3/5/2012	1.600%	99,081.29
Fannie Mae	11/29/2010	11/29/2016	2.000%	2,000,000.00
Fed Home LN BKS 08-13	1/22/2008	1/22/2013	4.000%	1,000,000.00
FNMA 2.05	12/30/2010	12/30/2015	2.050%	2,000,000.00
FHLMC 2 1/4	12/21/2010	12/21/2015	2.250%	2,000,000.00
Fed Home LN BKS 11-13	1/25/2010	7/25/2013	2.250%	2,000,000.00
Fed Home LN BKS 12-16	7/27/2010	1/27/2016	2.000%	2,000,000.00
FNMA	9/30/2010	12/30/2015	2.000%	2,000,000.00
FNMA 11-16	9/8/2010	3/8/2016	2.000%	1,000,000.00
FNMA 2.4	12/30/2010	12/30/2015	2.400%	2,000,000.00
FNMA 2 1/8	12/30/2010	12/30/2015	2.125%	2,000,000.00
FHLB 2	12/13/2010	6/13/2016	2.000%	2,000,000.00
FNMA 2	1/21/2011	1/21/2015	2.000%	2,000,000.00
Fed Natl Mtg Assoc 12-15	1/10/2011	12/15/2015	2.199%	1,984,277.78
Freddie Mac	2/17/2011	8/17/2015	2.125%	2,000,000.00
FNMA	2/10/2011	2/10/2015	2.000%	2,000,000.00
FNMA	2/10/2011	8/10/2015	2.150%	2,000,000.00
Total Investments				<u>\$ 32,096,702.17</u>

**METROPOLITAN LIBRARY SYSTEM
GENERAL FUND
STATEMENT OF REVENUES, BUDGET VS. ACTUAL**

March 1, 2011 to March 31, 2011

	<u>Budget</u>	<u>Current Month Receipts</u>	<u>Year To Date Receipts</u>	<u>Percent Budget Received</u>
<u>BUDGETED:</u>				
2010 Ad Valorem Tax	\$26,570,638.00	\$ 2,223,388.75	\$24,481,817.11	92.14%
State Aid	286,404.00	-	195,144.00	68.14%
Fines	<u>527,400.00</u>	<u>82,000.00</u>	<u>407,000.00</u>	77.17%
Total Budgeted Revenue	<u>\$ 27,384,442.00</u>	<u>\$ 2,305,388.75</u>	<u>\$25,083,961.11</u>	91.60%
<u>NOT BUDGETED:</u>				
Prior Years Taxes		\$ 18,727.69	\$ 953,730.54	
Gifts and Lost Books Fees		0.00	0.00	
Investment Income		20,031.47	418,826.56	
Flexible Benefits Account Balance		0.00	429.24	
Sale of Surplus Equipment		0.00	0.00	
Insurance Reimbursements		0.00	469,085.55	
Miscellaneous		<u>10,946.58</u>	<u>59,839.80</u>	
Total Miscellaneous Revenue		<u>\$ 49,705.74</u>	<u>\$ 1,901,911.69</u>	
Total Revenue	<u>\$ 27,384,442.00</u>	<u>\$ 2,355,094.49</u>	<u>\$26,985,872.80</u>	98.54%

**METROPOLITAN LIBRARY SYSTEM
SPECIAL FUNDS
STATEMENT OF REVENUES AND EXPENDITURES**

March 31, 2011

	BEGINNING OF MONTH	RECEIPTS	EXPEND.	ENDING BALANCE
REVOLVING FUNDS:				
805 Gifts/Lost Books	\$ 118,923.32	\$ 5,602.76	\$ 352.05	\$ 124,174.03
810 Prepaid Fees	(7,184.24)	0.00	165.27	(7,349.51)
815 Fines	82,480.61	48,286.28	83,040.82	47,726.07
820 Copy	77,520.00	10,299.08	1,849.95	85,969.13
900 Special Event Fund	(143.23)	0.00	0.00	(143.23)
Total Revolving Funds	\$ 271,596.46	\$ 64,188.12	\$ 85,408.09	\$ 250,376.49

	GRANT AMOUNT	RECEIPTS TO DATE	EXPEND. TO DATE	ENDING BALANCE
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Special Grants

856 10/LET/Ralph Ellison Statuary	25,000.00	25,000.00	8,575.00	16,425.00
857 DN/LC Donations	92,529.29	92,529.29	90,085.95	2,443.34
860 10/LET/Special Grant	14,840.00	14,840.00	0.00	14,840.00
861 10/MWC/Florence Hughes Memorial	1,491.00	1,491.00	0.00	1,491.00
862 10/OCCF/Village	500.00	500.00	0.00	500.00
863 10/OCCF/Temple B'nai Israel	3,500.00	3,536.40	3,595.01	(58.61)
865 11/OAC/Black History Month	3,061.00	0.00	3,061.00	(3,061.00)
867 11/OAC/Manding Jata	5,043.00	0.00	5,043.00	(5,043.00)
870 11/ODL/College Sweepstakes/DC	1,000.00	1,000.00	466.88	533.12
871 11/ODL/College Sweepstakes/CT	1,000.00	1,000.00	0.00	1,000.00
872 11/Kirkpatrick/After School	9,600.00	9,600.00	4,800.00	4,800.00
873 11/Bethany Bench	1,000.00	1,000.00	0.00	1,000.00
876 08/Guild/Choctaw Books	10,000.00	10,000.00	9,856.14	143.86
893 11/Guild/Western Books	1,000.00	1,000.00	684.61	315.39
894 11/Guild/Fiction and Music CD	2,000.00	2,000.00	1,482.26	517.74
897 11/LET/Summer Reading	20,000.00	20,000.00	5,284.79	14,715.21
898 11/LET/Interactive Children's	25,000.00	25,000.00	0.00	25,000.00
899 11/LET/Young Professional Adv	3,000.00	3,000.00	0.00	3,000.00
944 09/LET/Gift Materials	33,563.00	33,563.00	4,521.34	29,041.66
963 RE Friends/Programming Grant	5,000.00	4,957.32	4,885.12	72.20
981 Downtown Club/Children's	300.00	300.00	133.09	166.91

Grants - Friends of MLS, Previous Years

875 08 Public Art	3,000.00	3,000.00	0.00	3,000.00
846 10 Public Art	\$3,000.00	3,000.00	0.00	3,000.00
847 10 Public Art for New Construction	\$25,000.00	25,000.00	6,800.55	18,199.45
849 10 MLS TV Ads	\$20,000.00	20,000.00	15,042.44	4,957.56

GRANTS:		GRANT AMOUNT	RECEIPTS TO DATE	EXPEND. TO DATE	ENDING BALANCE
<u>Grants - Friends of MLS, Current Fiscal Year</u>					
877	11 Summer at the Library	\$20,000.00	20,010.01	5,159.85	14,850.16
879	11 L.I.F.E.	\$7,500.00	7,500.00	3,762.67	3,737.33
881	11 Bookfest Reading Program	\$5,000.00	5,000.00	4,950.05	49.95
882	11 Noon Tunes	\$12,000.00	12,000.00	3,780.21	8,219.79
883	11 Lee Brawner Scholarships	\$18,000.00	18,000.00	7,400.00	10,600.00
884	11 Volunteer Recognition	\$2,000.00	2,000.00	0.00	2,000.00
886	11 Our World Series	\$26,000.00	26,000.00	24,984.00	1,016.00
887	11 NW Interactive-Children's	\$25,000.00	25,000.00	0.00	25,000.00
888	11 Staff Recognition	\$9,440.00	9,653.00	8,219.09	1,433.91
889	11 YA Author Visit	\$13,600.00	13,600.00	5,173.80	8,426.20
891	11 Celebration of Black History	\$1,600.00	1,600.00	1,301.24	298.76
Total Grants					<u>\$212,631.93</u>
Total Special Funds					<u>\$ 463,008.42</u>

Metropolitan Library System
Statement of Encumbrances
Month of March 2011

FY-11

Personal Services

<u>Acct</u>	<u>Purpose</u>	<u>This Month</u>	<u>Year to Date</u>	<u>Percent</u>	<u>Appropriation</u>	<u>Balance</u>
101	Salaries	906,586.72	8,809,250.57	70.21	12,547,280.00	3,738,029.43
102	Wages - Part-time	133,950.98	1,252,744.44	62.43	2,006,777.00	754,032.56
103	Payroll Taxes	76,569.73	739,214.49	70.24	1,052,433.00	313,218.51
109	Workers Comp Insurance	13,252.00	127,401.00	77.24	164,936.00	37,535.00
112	Group Insurance	182,743.52	1,613,961.46	69.02	2,338,434.00	724,472.54
113	Employees' Retirement	54,959.42	1,525,385.77	86.25	1,768,596.00	243,210.23
114	Unemployment Compensation	.00	6,015.56	15.04	40,000.00	33,984.44
Total Personal Services		1,368,062.37	14,073,973.29	70.66	19,918,456.00	5,844,482.71

Maintenance & Operations - Contractual Services

201	Bldg, Property, & Auto Insuran	.00	166,872.50	99.90	167,039.00	166.50
202	Liability/Bonding Insurance	4,025.00	4,025.00	30.55	13,175.00	9,150.00
205	Rent of Library Buildings	775.00	268,029.00	96.83	276,800.00	8,771.00
206	Rent of Equipment	.00	540.00	6.37	8,480.00	7,940.00
207	Janitorial Services	27,209.00	348,390.20	73.24	475,660.00	127,269.80
208	Maintenance of Facilities	48,336.05	198,186.41	35.73	554,714.00	356,527.59
211	Parking & Transportation	10,222.98	97,518.12	52.17	186,910.00	89,391.88
212	Travel Expenses	10,492.34	45,619.97	53.26	85,654.00	40,034.03
213	Professional Services	43,849.54	247,017.60	59.79	413,124.00	166,106.40
214	Security Services	26,964.17	246,411.69	58.44	421,622.00	175,210.31
216	Telephone Services	9,276.90	88,207.59	31.94	276,143.00	187,935.41
217	Electrical Services	31,852.74	348,721.04	64.24	542,863.00	194,141.96
218	Gas Services	3,809.36	42,706.22	55.71	76,654.00	33,947.78
219	Water and Garbage Services	3,784.88	40,114.56	72.54	55,302.00	15,187.44
220	Trigen Energy Services	11,776.80	129,297.34	65.30	198,000.00	68,702.66
226	Memberships	1,059.00	16,416.00	71.71	22,891.00	6,475.00
230	Other Library-related Services	16,560.37	226,326.45	61.73	366,645.00	140,318.55
231	Automation Contractual	25,540.31	181,984.92	54.99	330,944.00	148,959.08
236	Network Catalog Services	.00	63,289.24	85.50	74,025.00	10,735.76
Total Contractual Services		275,534.44	2,759,673.85	60.70	4,546,645.00	1,786,971.15

Metropolitan Library System
Statement of Encumbrances
Month of March 2011

FY-11

Maintenance & Operations - Commodities

<u>Acct</u>	<u>Purpose</u>	<u>This Month</u>	<u>Year to Date</u>	<u>Percent</u>	<u>Appropriation</u>	<u>Balance</u>
301	Printing & Printing Supplies	10,728.11	96,096.66	48.19	199,400.00	103,303.34
302	Postage	30,475.79	181,860.50	62.09	292,900.00	111,039.50
303	Supplies	32,157.64	272,989.88	58.19	469,147.00	196,157.12
310	Maintenance Supplies	8,063.21	52,893.45	71.48	74,000.00	21,106.55
312	Safety Supplies & Equipment	84.83	1,069.77	10.29	10,400.00	9,330.23
321	Gasoline & Oil	3,211.41	23,362.74	54.33	43,000.00	19,637.26
322	Vehicle Parts & Repairs	412.30	24,380.37	97.52	25,000.00	619.63
330	Programming Activities	16,543.64	117,740.35	48.65	242,015.00	124,274.65
331	Other Commodities	2,323.23	13,428.99	37.76	35,588.00	22,139.01
Total Commodities		104,000.16	783,822.71	56.33	1,391,430.00	607,607.29
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Capital Outlays

401	Books & Materials	428,499.16	2,812,790.56	59.71	4,710,800.00	1,898,009.44
404	Government Documents	.00	650.00	13.00	5,000.00	4,350.00
405	Book Repairs & Bindings	.00	.00	.00	2,200.00	2,200.00
407	Periodicals & Subscriptions	585.23	137,784.49	81.43	169,200.00	31,415.51
408	Furniture, Fixtures, & Equipme	32,751.78	137,374.61	17.53	783,569.00	646,194.39
409	Motor Vehicles	88.95	110,662.95	98.81	112,000.00	1,337.05
410	Automation System & Equipment	.00	185,470.50	31.61	586,680.00	401,209.50
450	Capital Projects	7,429.46	170,847.71	2.70	6,328,848.00	6,158,000.29
490	Capital Reserves - Current	.00	.00	.00	-98,950.01	-98,950.01
499	Reserve Carryover - Prior	.00	.00	.00	19,270,320.31	19,270,320.31
Total Capital Outlays		469,354.58	3,555,580.82	11.16	31,869,667.30	28,314,086.48
		=====	=====		=====	=====
Total Budget		2,216,951.55	21,173,050.67	36.68	57,726,198.30	36,553,147.63
		=====	=====		=====	=====

Monthly Journal Entries -- March 2011

Jrnl #	Acct #	Account Name and JE Description	Debits	Credits
<u>Investments</u>				
157	1001	Cash	\$ 114.31	
	3602	Interest Income Interest from Fidelity CD		\$ 114.31
158	1001	Cash	\$ 247,206.70	
	1101	Investments		\$ 240,000.00
	3602	Interest Income Maturity of Ironstone CD		\$ 7,206.70
159	1101	Investments	\$ 1,942.87	
	3602	Interest Income Renewal of Valliance CD		\$ 1,942.87
160	1001	Cash	\$ 10,000.00	
	3602	Interest Income Interest received on FNMA 3136FPDM6		\$ 10,000.00
<u>Tax revenues</u>				
161	1001	Cash	\$ 174,204.33	
	1201	Ad Valorem Tax - Current year		\$ 155,483.51
	3601	Prior year Tax Ad Valorem Tax apportioned by County for 2/16 to 2/28		\$ 18,720.82
162	1001	Cash	\$ 521,725.28	
	1201	Ad Valorem Tax - Current year Ad Valorem Tax apportioned by County for 3/1 to 3/11		\$ 521,725.28
163	1001	Cash	\$ 10.59	
	1201	Ad Valorem Tax - Current year		\$ 3.72
	3601	Prior year Tax Ad Valorem Tax apportioned by County for 3/01 to 3/15		\$ 6.87
164	1001	Cash	\$ 573,489.37	
	1201	Ad Valorem Tax - Current year Ad Valorem Tax apportioned by County for 3/14 to 3/18		\$ 573,489.37
165	1001	Cash	\$ 972,686.87	
	1201	Ad Valorem Tax - Current year Ad Valorem Tax apportioned by County for 3/21 to 3/25		\$ 972,686.87

Miscellaneous revenue

166	1001	Cash		\$	10,961.66	
	3605	Mic. Reimbursements				\$ 10,961.66
		Friends-salaries	\$ 3,052.55	Café rent	\$ 500.00	
		Friends-salaries	3,390.38	Insurance-Rea	2,812.00	
		AbiBow	16.64	ALA refund	5.00	
		Friends-telephone	465.32	badges	2.00	
		Insurance-Peaden	\$ 596.52	LET	121.25	
				Total	10,961.66	

Fines

167	1001	Cash		\$	82,000.00	
	3403	Projected Mic. Revenue - Fines				\$ 82,000.00
		Fines transferred to General Fund in March				

Payable entries

168	3001	Current Year Reserv. for Appropriations.		\$	2,216,655.98	
	3011	Current Year P.O. Outstanding				\$ 2,216,655.98
	3002	Prior Year Reserv. for Appropriations.		\$	-	
	3012	Prior Year P.O. Outstanding				\$ -
		Purchase orders issued in March				
169	3011	Current Year P.O. Outstanding		\$	2,245,506.80	
	3021	Current Year Warrants Outstanding				\$ 2,245,506.80
	3012	Prior Year P.O. Outstanding		\$	2,797.78	
	3022	Prior Year Warrants Outstanding				\$ 2,797.78
		Checks issued in March				
170	3021	Current Year Warrants Outstanding		\$	2,609,467.59	
	1001	Cash				\$ 2,609,467.59
	3022	Prior Year Warrants Outstanding		\$	-	
	1001	Cash				\$ -
		Checks cleared Bank in March				

Bank interest and fees

171	1001	Cash		\$	767.59	
	3602	Bank Fees		\$	185.41	
	3602	Interest Income				\$ 953.00
		Interest and fees from GF checking account				
172	8000	Special Fund Cash				\$ 2.85
	8815	Bank Fees		\$	115.64	
	8815	Interest Income				\$ 112.79
		Interest and fees from SF checking account				

Special funds

173	8000	Special Fund Cash	\$	63,303.08	
	8815	Fines			\$ 31,458.92
	8820	Copy			\$ 10,299.08
	8805	Gift/Lost Books			\$ 5,602.76
	8810	Prepaid Fees	\$	165.27	
	8863				\$ 36.40
	8815	Credit card receipts			\$ 16,714.57
	8815	Credit card expenses	\$	643.38	
		Revenues of special funds received in March			
174	8000	Special Fund Cash			\$ 110,211.83
	8815	Fines	\$	82,278.70	
	8820	Copy	\$	1,849.95	
	8805	Gift/Lost Books	\$	352.05	
	8867		\$	2,293.00	
	8886		\$	6,807.00	
	8891		\$	494.40	
	8872		\$	2,000.00	
	8889		\$	4,332.50	
	8944		\$	4,521.34	
	8863		\$	9.42	
	8877		\$	5,159.85	
	8894		\$	99.52	
	8815		\$	3.10	
	8863		\$	11.00	
		Expenditures of special funds in March			

Corrections, adjustments, and miscellaneous

175	3012		\$	484.18	
	3011				\$ 508.07
	3022		\$	8,789.78	
	3021				\$ 8,765.89
		to correct for voided checks			
176	3605		\$	15.08	
	3021		\$	484.18	
	3002				\$ 499.26
		To correct for incorrect account number used in previous entry			
		Grand Total	\$	9,853,935.55	\$ 9,853,935.55
				\$	-

General Fund F.Y. 10-11

Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
G-03419	Metropolitan Library System	Programming Activities	25.40	25.40
G-03420	City of Midwest City, Inc.	Water & Garbage Services	476.52	476.52
G-03421	Grainger	Maintenance of Facilities	194.22	194.22
G-03422	Oklahoma Natural Gas Co.	Gas Services	2,039.88	
		Gas Services	1,343.53	
		Gas Services	533.05	3,916.46
G-03423	City of Oklahoma City	Water & Garbage Services	176.46	176.46
G-03424	Southwestern Stationers, Inc.	Supplies	24.69	
		Supplies	738.80	
		Supplies	42.74	
		Supplies	41.78	848.01
G-03425	Locke Supply Co.	Maintenance of Facilities	85.92	
		Maintenance of Facilities	86.35	172.27
G-03426	Dagwell Dixie Inc	Maintenance of Facilities	90.88	90.88
G-03427	Tech-Lock	Maintenance of Facilities	13.50	
		Maintenance of Facilities	7.50	
		Maintenance of Facilities	52.50	73.50
G-03428	Emsco Electric Supply	Maintenance of Facilities	31.23	31.23
G-03429	Forest Building Materials	Maintenance of Facilities	4.21	4.21
G-03430	Demco	Supplies	26.10	
		Supplies	49.86	75.96
G-03431	Eales Electronics Corp.	Maintenance of Facilities	50.00	50.00
G-03432	UNUM Life Insurance	Grp L-T Disab Ins Prm-MAR	5,913.07	5,913.07
G-03433	City of Warr Acres	Water & Garbage Services	50.70	50.70
G-03434	AT&T	Telephone Services	129.22	129.22
G-03435	Oklahoma Library Association	Professional Services	255.00	
		Professional Services	135.00	
		Professional Services	225.00	615.00
G-03436	CompSource Oklahoma	Workers Comp Insurance	13,252.00	13,252.00
G-03437	FedEx	Postage	5.49	5.49
G-03438	Pure Service Corp.	Janitorial Services	16,170.00	
		Janitorial Services	9,295.00	
		Janitorial Services	848.00	
		Janitorial Services	715.00	
		Janitorial Services	181.00	
		Janitorial Services	17,825.00	
		Janitorial Services	5,071.00	
		Janitorial Services	3,416.00	53,521.00
G-03439	Denyvretta Davis	Travel Expenses	344.50	344.50
G-03440	Hunter's Battery Warehouse	Maintenance of Facilities	75.40	75.40
G-03441	JoNita Normore	Mileage	11.22	11.22
G-03442	Light Bulb Supply Co., Inc.	Maintenance of Facilities	224.10	224.10
G-03443	Harmony Business Supplies	Supplies	97.29	97.29
G-03444	Staples Credit Plan	Printing Supplies	12.99	12.99
G-03445	Walter Wayne McEvilly	Programming Activities	300.00	300.00
G-03446	Full Circle Bookstore	Programming Activities	186.08	186.08
G-03447	Great American Glass & Tinting	Maintenance of Facilities	150.00	150.00
G-03448	INTEGRIS Corporate Assistance	Group Insurance	894.00	894.00
G-03449	Boone & Boone Sales Co., Inc.	Maintenance of Facilities	654.00	654.00
G-03450	Downtown College Consortium	Professional Services	85.00	85.00
G-03451	Scott's Printing & Copying	Printing	1,109.09	1,109.09
G-03452	Filtration Services Group, LLC	Maintenance of Facilities	36.00	36.00

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Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
G-03453	Albert Bostick	Programming Activities	250.00	250.00
G-03454	Metro Parking Garage	Parking & Transportation	1,620.00	
		Parking & Transportation	990.00	2,610.00
G-03455	Instant Radiator Exchange	Maintenance of Facilities	200.00	200.00
G-03456	Maurice Johnson	Programming Activities	400.00	400.00
G-03457	Voss Lighting	Maintenance of Facilities	136.00	136.00
G-03458	Town of Luther	Water & Garbage Services	48.18	48.18
G-03459	Cherokee Building Materials	Maintenance of Facilities	125.64	
		Maintenance of Facilities	2,882.48	3,008.12
G-03460	Deli Partners of Little Rock	Professional Services	371.85	371.85
G-03461	J & B Graphics	Maintenance of Facilities	715.23	715.23
G-03462	Evans Hardware	Maintenance of Facilities	28.95	
		Maintenance of Facilities	34.59	63.54
G-03463	Melissa O'Neil	Programming Activities	75.00	75.00
G-03464	Contractors Supply Co.	Maintenance of Facilities	48.54	48.54
G-03465	Sharon A. Nolan	Programming Activities	277.32	
		Programming Activities	47.10	324.42
G-03466	The Singer Group, Inc.	Professional Services	20,000.00	20,000.00
G-03467	Dowell Parking Center	Parking	50.00	50.00
G-03468	Choctaw Chamber of Commerce	Memberships	110.00	110.00
G-03469	Tammi Sauer	Programming Activities	150.00	150.00
G-03470	Talor Smith	Programming Activities	100.00	100.00
G-03471	City of Harrah	Water & Garbage Services	59.01	59.01
G-03472	Amazon/GE Money Bank	Programming Activities	22.59	
		Supplies	95.97	
		Other Lib Rel Svcs	249.95	
		Professional Services	373.31	
		Supplies	24.39	766.21
G-03473	G. Patrick Riley	Programming Activities	100.00	100.00
G-03474	City of Choctaw	Water & Garbage Services	72.99	72.99
G-03475	Todd Olberding	Telephone Services	43.69	43.69
G-03476	Ann Meeks	Travel Expenses	32.64	32.64
G-03477	Walmart Community	Supplies	25.24	25.24
G-03478	Construction Building	Maintenance of Facilities	983.50	983.50
G-03479	USPS/BME	Postage	185.00	185.00
G-03480	Cynthia Friedemann	Travel Expenses	405.86	405.86
G-03481	Construction Industries Board	Professional Services	400.00	400.00
G-03482	Sundance Water Design, Inc.	Maintenance of Facilities	190.00	190.00
G-03483	Star Lighting	Maintenance of Facilities	59.92	
		Maintenance of Facilities	59.92	
		Maintenance of Facilities	63.45	
		Maintenance of Facilities	44.70	
		Maintenance of Facilities	445.20	
		Maintenance of Facilities	91.20	764.39
G-03484	Cultural Surroundings	Furniture	4,273.30	4,273.30
G-03485	Cintas Corp.	Maintenance of Facilities	453.96	453.96
G-03486	2M Solutions, Inc	Equipment	1,387.50	1,387.50
G-03487	Oklahoma City Police Dept.	Maintenance of Facilities	17.00	
		Maintenance of Facilities	17.00	34.00
G-03488	AT&T	Telephone Services	62.42	62.42
G-03489	Myers Landscape Management,	Maintenance of Facilities	1,715.00	
		Maintenance of Facilities	1,205.00	2,920.00

General Fund F.Y. 10-11

Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
G-03490	Cox Communications, Inc.	Telephone Service	12.71	12.71
G-03491	Amanda Hewitt	Programming Activities	48.00	48.00
G-03492	COTPA	Parking & Transportation	1,460.00	
		Parking & Transportation	2,628.00	
		Parking	1,500.00	5,588.00
G-03493	JobDig/LinkUp	Library-Related Services	249.00	249.00
G-03494	Knoll, Inc.	Furniture	3,253.25	3,253.25
G-03495	Mutual Assurance	Grp Life AD&D Ins Prm-MAR	37,698.59	37,698.59
G-03496	Metropolitan Library System	Grp Hlth/Dtl Ins Prem-MAR	132,861.94	132,861.94
G-03497	Gale Research	Materials	11,229.87	11,229.87
G-03498	Weston Woods Accts Receivable	Materials	483.95	483.95
G-03499	Baker & Taylor Books	Materials	5,942.11	5,942.11
G-03500	Consumer Reports	Materials	1,053.48	1,053.48
G-03501	Mitchell Repair Information Co	Materials	13,491.00	13,491.00
G-03502	West Group Payment Center	Materials	1,029.00	1,029.00
G-03503	Recorded Books, LLC	Materials	9,126.30	9,126.30
G-03504	Gale Group	Materials	6,080.93	6,080.93
G-03505	DVA, Inc	Materials	1,058.64	1,058.64
G-03506	New Atlas dot Com, Inc.	Materials	755.73	755.73
G-03507	Library Video Co.	Materials	11,260.71	11,260.71
G-03508	Martindale-Hubbell	Materials	1,222.94	1,222.94
G-03509	Full Circle Bookstore	Materials	417.22	417.22
G-03511	Blackstone Audio Books	Materials	74.94	74.94
G-03512	Random House, Inc	Materials	153.75	153.75
G-03513	Brilliance Corporation	Materials	6,736.81	6,736.81
G-03514	Gateway Films/Vision Video	Materials	1,123.41	1,123.41
G-03515	Ingram Library Service	Materials	7,473.42	7,473.42
G-03516	Audio Editions	Materials	171.24	171.24
G-03517	OverDrive, Inc fka	Materials	6,828.22	
		Materials	10,586.61	17,414.83
G-03518	AV Cafe Inc	Materials	3,192.92	3,192.92
G-03519	Ingram Library Service	Materials	4,348.57	4,348.57
G-03520	Barnes & Noble, Inc.	Materials	475.22	475.22
G-03521	Scholastic Library	Materials	15,208.00	15,208.00
G-03522	Aesthetic Videosource	Materials	144.35	144.35
G-03523	AudioGo	Materials	2,281.72	2,281.72
G-03524	Baker & Taylor Books	Materials	5,265.92	5,265.92
G-03525	Baker & Taylor Entertainment	Materials	4,582.48	
		Materials	4,280.14	
		Materials	926.27	9,788.89
G-03526	Faith Centered Resources	Materials	379.85	379.85
G-03527	Baker & Taylor Books	Materials	836.68	
		Materials	966.14	
		Materials	2,001.82	
		Materials	1,808.55	
		Materials	5,636.24	
		Materials	6,497.25	
		Materials	6,991.37	24,738.05
G-03528	Baker & Taylor Books	Materials	2,232.07	
		Materials	2,031.53	
		Materials	3,072.90	
		Materials	9,452.25	

** Continued **

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Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
	** Continued **			
G-03528	Baker & Taylor Books	Materials	757.31	17,546.06
G-03529	Baker & Taylor Books	Materials	2,653.07	2,653.07
G-03530	Baker & Taylor Entertainment	Materials	7,838.18	7,838.18
G-03531	Mackin	Materials	172.91	172.91
G-03532	Metropolitan Library System	Professional Services	57.00	
		Postage	47.80	
		Supplies	65.14	
		Programming Activities	101.47	
		Programming Activities	104.30	
		Other Commodities	17.20	
		Parking	3.00	
		Postage	18.27	
		Supplies	115.87	
		Programming Activities	108.16	638.21
G-03533	O G & E	Electrical Services	14,060.32	
		Electrical Services	3,630.00	17,690.32
G-03534	Oklahoma Natural Gas Co.	Gas Services	691.54	
		Gas Services	1,082.51	
		Gas Services	425.86	2,199.91
G-03535	City of Oklahoma City	Water & Garbage Services	239.68	
		Water & Garbage Services	257.74	497.42
G-03536	City of the Village	Water & Garbage	91.41	91.41
G-03537	Brodart, Inc.	Supplies	27.32	
		Supplies	1,680.00	1,707.32
G-03538	Southwestern Stationers, Inc.	Supplies	25.60	25.60
G-03539	Demco	Supplies	152.98	152.98
G-03540	Angela Thornton	Mileage	32.64	32.64
G-03541	Oklahoma Library Association	Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	100.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	185.00	
		Professional Services	230.00	
		Professional Services	135.00	1,865.00
G-03542	U.S. Postal Service	Postage	15,000.00	15,000.00
G-03543	Bank of Oklahoma	Payroll Transmittal-Chks	35,177.31	
		Payroll Transmittal-Chks	17,250.19	
		Payroll Transmittal-Chks	110.00	52,537.50
G-03544	Bank of Oklahoma	Federal Withholding Tax	47,935.00	
		Federal Withholding Tax	4,426.00	52,361.00
G-03545	Oklahoma Tax Commission	State Withholding Tax	14,679.00	
		State Withholding Tax	879.00	15,558.00
G-03546	Mun. Employees Credit Union	Employee Cr Union Deducts	11,870.13	
		Employee Cr Union Deducts	87.50	11,957.63
G-03547	United Way of Central Oklahoma	Employee Deductions	520.17	
	** Continued **			

General Fund F.Y. 10-11

Warrant Register

March 2011

Number	Vendor/Payee	Purpose	Amount
	** Continued **		
G-03547	United Way of Central Oklahoma	Employee Deductions	65.00
G-03548	American Express	Supplies	101.60
		Programming Activities	139.99
		Travel Expenses	388.80
		Automation Contractual	69.95
		Travel Expenses	388.80
		Professional Services	14.00
			1,103.14
G-03549	Charles S. Isaacs	Telephone Services	35.00
G-03550	Taryn Kingery	Programming Activities	36.82
G-03551	Keystone Tape & Label, Inc.	Printing	294.87
G-03552	United Refrigeration, Inc.	Maintenance of Facilities	26.63
G-03553	Clerk, U.S. District	Employee Deductions	112.99
		Employee Deductions	112.99
G-03554	Morgan & Associates, P.C.	Employee Deductions	158.46
G-03555	Denyveta Davis	Mileage	89.09
G-03556	Sam Moore Architect	Capital Projects	350.00
G-03557	Metropolitan School of Dance	Programming Activities	100.00
G-03558	Sarah Kellum	Mileage	20.40
G-03559	Priscilla Doss	Mileage	3.77
G-03560	Andia Johnson	Programming Activities	55.14
G-03561	General Binding Corp.	Automation Contractual	1,020.13
G-03562	AT&T	Telephone Services	1,433.72
G-03563	5th Street Garage	Parking & Transportation	32.29
G-03564	Scott's Printing & Copying	Printing	684.70
		Printing	457.90
		Printing	578.28
			1,720.88
G-03565	United States Treasury	Employee Deductions	50.50
G-03566	Summit Mailing Systems, Inc.	Postage	120.95
G-03567	Walker Companies	Supplies	25.45
G-03568	Victoria Dixon	Parking	108.38
G-03569	Matthew Cotter	Telephone Services	35.00
G-03570	Bank of America	Payroll Transmittal-DDep	256,060.58
		Payroll Transmittal-DDep	41,191.90
		Payroll Transmittal-DDep	1,155.00
			298,407.48
G-03571	Specialty Roll Products	Maintenance Supplies	2,215.20
G-03572	Oklahoma Secretary of State	Professional Services	20.00
G-03573	Frances V. Harbert	Mileage	5.51
G-03574	John Hardeman, Trustee	Employee Deductions	546.92
G-03575	Dana Beach	Parking	108.38
G-03576	Kay L. Bauman	Parking	108.38
G-03577	Landon Holman	Mileage	48.96
G-03578	Anita Roesler	Mileage	120.82
G-03579	Jimmy Welch	Automation Contractual	119.18
G-03580	Nationwide Retirement Solution	Employee Deductions	8,124.58
G-03581	Debbie Robertus	Mileage	6.17
G-03582	OGS	Professional Services	50.00
G-03583	Ruby Soutiere	Mileage	16.33
G-03584	Transamerica Worksite Mrktg.	Employee Deductions	418.87
G-03585	Party Galaxy M.G.	Library-Related Services	39.21
G-03586	Metro Library Sys Pension Trst	Employee Contrib -- DB PI	4,820.77
G-03587	Kelley Riha	Mileage	49.98

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Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
G-03588	Bank of Oklahoma	Employee Flexplan Deposit	28,227.57	28,227.57
G-03589	The Singer Group, Inc.	Professional Services	20,000.00	20,000.00
G-03590	Bank of Oklahoma	Employee Soc/Sec Deposits	17,830.04	
		Employee Soc/Sec Deposits	2,853.77	
		Employee Medicare Deposit	6,155.71	
		Employee Medicare Deposit	985.20	
		Employer Soc/Sec Deposits	30,533.25	
		Employer Medicare Deposit	7,140.77	65,498.74
G-03591	MassMutual Financial Group	Employee Contrib -- DC PI	15,071.75	
		Employer Contrib -- DC PI	27,447.36	42,519.11
G-03592	Sally Gray	Mileage	10.61	10.61
G-03593	Kevin Colwell	Mileage	13.77	13.77
G-03594	Amazon/GE Money Bank	Supplies	55.00	
		Programming Activities	62.56	117.56
G-03595	Crowe & Dunlevy	Professional Services	4,592.18	
		Professional Services	3,857.73	
		Professional Services	132.00	8,581.91
G-03596	Abolghasem Siavashi	Mileage	4.59	4.59
G-03597	Office Depot Credit Plan	Supplies	19.94	19.94
G-03598	Cheryl Pernell	Parking	108.38	108.38
G-03599	Walmart Community	Programming Activities	252.33	
		Other Commodities	49.33	
		Supplies	32.13	
		Equipment	299.00	632.79
G-03600	Construction Building	Maintenance of Facilities	132.62	132.62
G-03601	SYMETRA LIFE INSURANCE COMPANY	Insurance	4,025.00	4,025.00
G-03602	ODHS Oklahoma Centralized	Employee Deductions	409.83	409.83
G-03603	Betty A. H. Scott	Mileage	17.85	17.85
G-03604	Allied Waste Services #060	Water & Garbage Services	796.06	796.06
G-03605	Papa John's Pizza	Other Commodities	102.34	102.34
G-03606	Pamela Buchanan	Telephone Services	35.00	
		Mileage	29.07	64.07
G-03607	Darrie Breathwit	Mileage	5.61	5.61
G-03608	John Utley	Telephone Services	35.00	35.00
G-03609	Randall S. Fudge	Employee Deductions	108.95	108.95
G-03610	Kelley Hoffman	Mileage	16.10	16.10
G-03611	Monica Buck	Programming Activities	200.00	200.00
G-03612	Emily Williams	Travel Expenses	69.73	
		Mileage	165.39	235.12
G-03613	Smart Technologies	Automation Contractua	478.50	478.50
G-03614	Administrative Services	Employee Deductions	1,366.36	1,366.36
G-03615	Lisa Bradley	Parking	108.38	108.38
G-03616	Stacy Schrank	Parking	108.38	108.38
G-03617	Personalized Prevention	Professional Services	606.00	606.00
G-03618	Postal Customer Council USPS	Other Commodities	18.50	18.50
G-03619	R. Justin Herwig	Mileage	97.41	97.41
G-03620	The McCullough Group, LLC	Professional Services	2,000.00	2,000.00
G-03621	UNUM Life Insurance	Employee Deductions	1,526.10	
		Employee Deductions	34.00	1,560.10
G-03622	Lindsay Jones Egle	Programming Activities	62.83	62.83
G-03623	NCO Financial Systems, INC	Employee Deductions	377.12	377.12
G-03624	Vision Service Plan of	Grp Vision Ins Prem-MAR.	2,499.62	2,499.62

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Number	Vendor/Payee	Purpose		Amount
G-03625	UNUM Life Insurance	Grp LTC Insurance Prm-MAR	1,611.30	1,611.30
G-03626	Grainger	Maintenance of Facilities	137.70	137.70
G-03627	O G & E	Electrical Services	1,382.66	1,382.66
G-03628	City of Oklahoma City	Water & Garbage Services	339.37	339.37
G-03629	Triangle/A & E	Printing	19.65	
		Maintenance of Facilities	9.00	
		Capital Projects	61.70	90.35
G-03630	Southwestern Stationers, Inc.	Supplies	170.96	
		Supplies	17.38	
		Printing	5,293.00	5,481.34
G-03631	Locke Supply Co.	Maintenance of Facilities	69.05	
		Maintenance of Facilities	64.88	
		Maintenance of Facilities	17.72	
		Maintenance of Facilities	6.86	
		Maintenance of Facilities	129.52	
		Maintenance of Facilities	5.98	294.01
G-03632	Dagwell Dixie Inc	Maintenance of Facilities	22.84	22.84
G-03633	Tech-Lock	Maintenance of Facilities	23.00	23.00
G-03634	EBSCO Subscription Services	Subscriptions	138.83	138.83
G-03635	Gaylord Bros.	Supplies	1,004.64	1,004.64
G-03636	Arts Council of Oklahoma City	Programming Activities	1,500.00	1,500.00
G-03637	Hewlett-Packard Co.	Automation Contractual	7,128.70	7,128.70
G-03638	Synergy Datacom Supply, Inc.	Capital Projects	45.65	
		Supplies	12.84	58.49
G-03639	City of Edmond	Electrical Services	3,603.61	3,603.61
G-03640	Standard Printing Co., Inc.	Supplies	475.00	475.00
G-03641	Angela Thornton	Supplies	67.57	67.57
G-03642	Oklahoma Library Association	Professional Services	135.00	
		Professional Services	215.00	
		Professional Services	110.00	
		Professional Services	135.00	
		Professional Services	135.00	
		Professional Services	160.00	890.00
G-03643	Oklahoma County Medical	Materials	20.00	20.00
G-03644	J. Siobhan Morava	Mileage	55.29	55.29
G-03645	Maintenance Connection	Maintenance of Facilities	396.00	396.00
G-03646	Upstart	Programming Activities	128.00	128.00
G-03647	United Refrigeration, Inc.	Maintenance of Facilities	113.56	113.56
G-03648	Recorded Books, LLC	Materials	1,626.20	1,626.20
G-03649	Gale Group	Materials	2,523.62	2,523.62
G-03650	The Edmond Sun	Subscriptions	86.40	86.40
G-03651	Hannah Harder	Programming Activities	130.00	130.00
G-03652	Jean Hill	Programming Activities	150.00	150.00
G-03653	Debbie Langston	Programming Activities	210.00	210.00
G-03654	Price Digests	Materials	395.64	395.64
G-03655	Diane Sarantakos	Mileage	55.08	55.08
G-03656	Blackstone Audio Books	Materials	1,412.00	1,412.00
G-03657	Random House, Inc	Materials	240.00	240.00
G-03658	A T & T Mobility	Telephone Services	81.71	81.71
G-03659	Scott's Printing & Copying	Printing	513.91	
		Printing	615.80	
		Printing	506.28	

** Continued **

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Number	Vendor/Payee ** Continued **	Purpose		Amount
G-03659	Scott's Printing & Copying	Printing	412.20	2,048.19
G-03660	Hobby Lobby	Professional Services	22.88	22.88
G-03661	Filtration Services Group, LLC	Maintenance of Facilities	192.54	192.54
G-03662	Ingram Library Service	Materials	2,303.07	2,303.07
G-03663	Phyllis Davidson	Mileage	13.64	13.64
G-03664	Charles B. Demery	Security Services	150.00	150.00
G-03665	James E. Nimmo	Transportation	150.00	150.00
G-03666	Audio Editions	Materials	442.27	442.27
G-03667	Larry G. Johnson	Parking	108.38	108.38
G-03668	OverDrive, Inc fka	Materials	5,918.31	5,918.31
G-03669	Lynda G. Bahr	Telephone Services	35.00	
		Telephone Services	35.00	
		Mileage	93.43	163.43
G-03670	Rotary Club of Oklahoma City	Memberships	135.00	
		Other Commodities	125.00	260.00
G-03671	AV Cafe Inc	Materials	65.05	65.05
G-03672	Barbara Caballero	Programming Activities	600.00	600.00
G-03673	Ingram Library Service	Materials	303.90	303.90
G-03674	Grey House Publishing	Materials	424.05	424.05
G-03675	Jonathan W. LaPuzza	Security Services	225.00	225.00
G-03676	Perry Publishing Co.	Library-Related Services	576.00	
		Subscriptions	140.00	716.00
G-03677	Barnes & Noble, Inc.	Programming Activities	319.20	
		Programming Activities	598.50	917.70
G-03678	Center Point Large Print	Materials	761.49	761.49
G-03679	Jamshid Pourtorkan	Programming Activities	100.00	100.00
G-03680	Evans Hardware	Maintenance of Facilities	9.70	9.70
G-03681	Dell Marketing L.P.	Automation Contractual	168.27	168.27
G-03682	Stanley Campbell	Security Services	150.00	150.00
G-03683	OESC	Library-Related Services	200.00	200.00
G-03684	OPUBCO Communications Group	Other Library Rel. Svcs	65.75	65.75
G-03685	Jerry's Contracting	Maintenance of Facilities	500.00	500.00
G-03686	Kelly Thompson	Programming Activities	110.00	110.00
G-03687	City of Edmond	Water & Garbage Services	258.12	258.12
G-03688	Info USA Marketing, Inc.	Materials	5,500.00	5,500.00
G-03689	Amazon/GE Money Bank	Programming Activities	629.40	629.40
G-03690	Oklahoma Press Service	Library Related Services	164.32	164.32
G-03691	AT&T Yellow Pages	Library-Related Services	2,178.00	2,178.00
G-03692	Baker & Taylor Books	Materials	3,502.59	3,502.59
G-03693	Cox Communications, Inc.	Telephone Services	1,991.95	
		Telephone Services	1,380.00	3,371.95
G-03694	Reduxion Theatre	Programming Activities	529.00	
		Programming Activities	529.00	1,058.00
G-03695	Baker & Taylor Entertainment	Materials	3,119.64	
		Materials	5,688.78	
		Materials	388.54	9,196.96
G-03696	Oklahoma Historical Society	Subscriptions	220.00	220.00
G-03697	LaWana D. Morgan	Mileage	35.85	35.85
G-03698	James S. Milot	Capital Projects	555.00	555.00
G-03699	John L. Hilbert	Mileage	5.61	5.61
G-03700	Thomas P. Gallagher	Transportation	25.00	25.00

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Number	Vendor/Payee	Purpose		Amount
G-03701	O'Reilly Automotive, Inc.	Maintenance of Facilities	43.31	43.31
G-03702	John Rahhal	Motor Vehicles	88.95	88.95
G-03703	Melissa Weathers	Mileage	13.52	13.52
G-03704	Worth Hydrochem of Oklahoma	Maintenance of Facilities	232.00	232.00
G-03705	Faith Centered Resources	Materials	119.17	119.17
G-03706	Cox Communications, Inc.	Telephone Service	1,090.92	1,090.92
G-03707	Securitas Security USA, Inc.	Security Services	5,331.93	
		Security Services	5,343.74	10,675.67
G-03708	Baker & Taylor Books	Materials	1,346.72	
		Materials	4,222.48	
		Materials	4,985.93	
		Materials	4,412.45	
		Materials	2,268.86	
		Materials	7,754.90	
		Materials	1,431.65	26,422.99
G-03709	Baker & Taylor Books	Materials	5,403.27	
		Materials	5,176.44	
		Materials	5,518.45	
		Materials	560.54	16,658.70
G-03710	Baker & Taylor Books	Materials	2,597.05	2,597.05
G-03711	Cooper Bros., Inc.	Furniture & Fixtures	5,850.00	5,850.00
G-03712	Sabre Technologies	Other Lib Related Service	768.00	
		Other Lib Related Svcs	208.00	
		Other Lib Related Svcs	784.00	1,760.00
G-03713	Baker & Taylor Entertainment	Materials	1,045.14	1,045.14
G-03714	Tyler Outdoor Advertising, LLC	Library-Related Services	3,200.00	3,200.00
G-03715	Pacific Telemanagement Service	Telephone Services	78.00	78.00
G-03716	Shopleet	Supplies	73.18	73.18
G-03717	Crystal Easley	Mileage	16.83	16.83
G-03718	Metropolitan Library System	Professional Services	38.00	
		Automation Contractual	6.00	
		Postage	5.60	
		Supplies	24.00	
		Programming Activities	190.44	
		Other Commodities	36.36	300.40
G-03719	City of Del City	Rent of Library Building	400.00	400.00
G-03720	O G & E	Electrical Services	2,247.37	
		Electrical Services	7,856.00	
		Electrical Services	682.63	10,786.00
G-03721	Oklahoma Natural Gas Co.	Gas Services	104.39	
		Gas Services	621.23	
		Gas Services	561.62	
		Gas Services	308.94	
		Gas Services	572.14	2,168.32
G-03722	City of Bethany	Water & Garbage Services	117.64	117.64
G-03723	City of Oklahoma City	Water & Garbage Services	182.87	
		Water & Garbage Services	516.75	
		Water & Garbage Services	50.05	749.67
G-03724	Hunzicker Brothers, Inc.	Maintenance of Facilities	239.20	
		Maintenance of Facilities	12.40	251.60
G-03725	Locke Supply Co.	Maintenance of Facilities	23.75	
		Maintenance of Facilities	27.70	

** Continued **

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Number	Vendor/Payee	Purpose		Amount
	** Continued **			
G-03725	Locke Supply Co.	Maintenance of Facilities	4.78	56.23
G-03726	Forest Building Materials	Maintenance of Facilities	27.56	27.56
G-03727	Demco	Supplies	623.25	623.25
G-03728	Gale Research	Materials	1,254.50	1,254.50
G-03729	City of Warr Acres	Water & Garbage Services	51.95	51.95
G-03730	AT&T	Telephone Services	858.67	
		Telephone Services	731.47	
		Telephone Services	619.65	2,209.79
G-03731	Oklahoma Library Association	Professional Services	135.00	
		Professional Services	110.00	
		Professional Services	110.00	
		Professional Services	110.00	
		Professional Services	135.00	
		Professional Services	150.00	750.00
G-03732	Weston Woods Accts Receivable	Materials	713.40	713.40
G-03733	Bill Warren Office Products	Printing Supplies	20.28	
		Supplies	8.11	
		Supplies	184.80	213.19
G-03734	Recorded Books, LLC	Materials	3,620.60	3,620.60
G-03735	Gale Group	Materials	145.32	145.32
G-03736	Hunter's Battery Warehouse	Maintenance of Facilities	74.93	
		Maintenance of Facilities	75.40	150.33
G-03737	Reliance Label Solutions, Inc	Supplies	5,465.88	5,465.88
G-03738	Child Care Resource Center	Professional Services	325.00	325.00
G-03739	Deborah S. McPherson	Programming Activities	63.09	63.09
G-03740	Palmieri Furniture Limited	Furniture	1,657.80	1,657.80
G-03741	Sarah Kellum	Mileage	7.91	7.91
G-03742	Anne G. Fischer	Telephone Services	50.00	
		Mileage	159.63	209.63
G-03743	Library Video Co.	Materials	3,425.05	3,425.05
G-03744	Nancy Lytle	Mileage	13.67	13.67
G-03745	Janet Brooks	Mileage	25.42	25.42
G-03746	Liberty Flags Inc.	Supplies	76.00	76.00
G-03747	Debbie Langston	Programming Activities	60.00	
		Programming Activities	105.00	165.00
G-03748	Shawver & Son	Capital Projects	1,580.88	
		Capital Projects	2,236.92	
		Maintenance of Facilities	166.30	3,984.10
G-03749	Metrocall Wireless	Telephone Services	118.63	118.63
G-03750	Blackstone Audio Books	Materials	114.00	114.00
G-03751	Random House, Inc	Materials	1,852.66	1,852.66
G-03752	Brilliance Corporation	Materials	516.82	516.82
G-03753	HAJOCA Corporation	Maintenance of Facilities	104.30	104.30
G-03754	Filtration Services Group, LLC	Maintenance of Facilities	43.68	
		Maintenance of Facilities	213.00	
		Maintenance of Facilities	94.88	
		Maintenance of Facilities	93.96	445.52
G-03755	Ingram Library Service	Materials	408.81	408.81
G-03756	XPEDX	Supplies	1,471.75	1,471.75
G-03757	Dana Morrow	Other Commodities	149.00	149.00
G-03758	High-Tech-Tronics, Inc.	Maintenance of Facilities	679.95	
	** Continued **			

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Number	Vendor/Payee	Purpose		Amount
	** Continued **			
G-03758	High-Tech-Tronics, Inc.	Maintenance of Facilities	419.40	1,099.35
G-03759	Summit Mailing Systems, Inc.	Maintenance of Facilities	490.95	
		Postage	29.45	520.40
G-03760	OSCPA	Professional Services	243.00	243.00
G-03761	OverDrive, Inc fka	Materials	12,610.29	
		Materials	14,411.89	27,022.18
G-03762	Fuelman	Maintenance of Facilities	3,211.41	3,211.41
G-03763	Oklahoma Center for the Book	Professional Services	50.00	50.00
G-03764	Ginger Waldrip	Programming Activities	100.00	100.00
G-03765	AV Cafe Inc	Materials	3,428.30	3,428.30
G-03766	Barbara Caballero	Programming Activities	200.00	200.00
G-03767	Ingram Library Service	Materials	839.99	839.99
G-03768	Grey House Publishing	Materials	399.00	399.00
G-03769	General Lighting & Sign Serv.	Maintenance of Facilities	1,137.07	1,137.07
G-03770	Jonathan W. LaPuzza	Security Services	700.00	700.00
G-03771	Cherokee Building Materials	Maintenance of Facilities	53.95	53.95
G-03772	Vernon Library Supply	Supplies	668.40	668.40
G-03773	Center Point Large Print	Materials	261.84	261.84
G-03774	Jimmy Welch	Telephone Services	50.00	50.00
G-03775	Oklahoma Petroleum Directory	Materials	115.00	115.00
G-03776	Evans Hardware	Maintenance of Facilities	7.79	
		Maintenance of Facilities	55.28	
		Maintenance of Facilities	21.55	84.62
G-03777	John Mark Dawson	Security Services	150.00	150.00
G-03778	OPUBCO Communications Group	Other Lib. Related Svcs	53.90	53.90
G-03779	Bank of America	Library-Related Services	208.15	208.15
G-03780	Hudiburg Chevrolet, Inc.	Maintenance of Facilities	72.29	72.29
G-03781	Jerry's Contracting	Maintenance of Facilities	800.00	
		Maintenance of Facilities	500.00	1,300.00
G-03782	Oklahoma Center for Nonprofits	Professional Services	170.00	
		Professional Services	170.00	340.00
G-03783	Dowell Parking Center	Parking & Transportation	292.00	292.00
G-03784	Kellie Delaney	Travel Expenses	715.26	
		Travel Expenses	450.80	1,166.06
G-03785	Books in Motion	Materials	105.62	105.62
G-03786	Crowe & Dunlevy	Professional Services	44.75	
		Professional Services	1,852.32	1,897.07
G-03787	John Wood	Telephone Services	50.00	50.00
G-03788	DailyAccess Corporation	Professional Services	330.00	330.00
G-03789	Baker & Taylor Books	Materials	5,854.65	5,854.65
G-03790	Reduxion Theatre	Programming Activities	529.00	529.00
G-03791	Baker & Taylor Entertainment	Materials	599.40	
		Materials	5,739.03	
		Materials	588.75	6,927.18
G-03792	Financial Information, Inc.	Materials	1,095.00	1,095.00
G-03793	Walmart Community	Supplies	98.31	98.31
G-03794	MetroFamily Magazine	Library Related Services	1,449.00	1,449.00
G-03795	Chase Card Services	Supplies	24.99	
		Supplies	89.80	
		Professional Services	135.00	
		Professional Services	20.00	

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Number	Vendor/Payee	Purpose	Amount
	** Continued **		
G-03795	Chase Card Services	Programming Activities	315.00
		Supplies	45.45
		Supplies	503.45
		Supplies	90.00
		Supplies	238.26
		Equipment	159.00
		Other Commodities	212.60
		Supplies	249.13
		Maintenance Supplies	259.99
		Programming Activities	107.00
		Capital Projects	628.79
		Capital Projects	377.04
		Programming Activities	29.18
		Furniture	609.32
		Other Lib. Related Svcs	125.00
		Maintenance Supplies	69.98
		Equipment	15.52
		Travel Expenses	336.80
		Supplies	51.98
G-03796	Preston Bell	Transportation	50.00
G-03797	Imagination Promotional Group	Professional Services	282.18
G-03798	Donna Morris	Parking & Transportation	450.00
G-03799	C & D Publishing	Materials	1,130.00
G-03800	Star Lighting	Maintenance of Facilities	70.96
		Maintenance of Facilities	157.00
		Maintenance of Facilities	135.46
		Maintenance of Facilities	65.00
		Maintenance of Facilities	27.96
G-03801	Susan H. Wood	Programming Activities	380.00
G-03802	Oklahoma City Police Dept.	Programming Activities	250.00
		Maintenance of Facilities	65.00
G-03803	Securitas Security USA, Inc.	Maintenance of Facilities	65.00
G-03804	Baker & Taylor Books	Security Services	4,749.55
		Materials	1,010.00
		Materials	5,322.26
		Materials	2,362.31
G-03805	Baker & Taylor Books	Materials	3,386.00
		Materials	2,566.47
		Materials	2,869.00
		Materials	3,734.60
G-03806	Baker & Taylor Books	Materials	364.34
G-03807	Chase Card Services	Books & Materials	1,047.72
		Books & Materials	574.55
		Books & Materials	645.79
		Books & Materials	380.31
		Books & Materials	104.60
G-03808	Kone Inc	Maintenance of Facilities	975.00
		Maintenance of Facilities	975.00
G-03809	Christine Bassett	Mileage	2.14
G-03810	Timothy M. Ramsey	Programming Activities	450.00
G-03811	Veolia Energy Oklahoma City,	Trigen Energy Services	11,776.80

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Number	Vendor/Payee	Purpose		Amount
G-03812	American Association for State	Memberships	115.00	115.00
G-03813	Dan Holman	Mileage	35.70	
		Telephone Services	37.72	73.42
G-03814	Baker & Taylor Entertainment	Materials	1,827.20	1,827.20
G-03815	Mackin	Materials	164.98	164.98
G-03816	Urban Neighbors	Memberships	100.00	100.00
G-03817	Chris Kennedy	Mileage	40.29	40.29
G-03818	Shopleet	Supplies	124.85	
		Supplies	36.52	161.37
G-03819	Kathy C. Brown	Programming Activities	87.50	87.50
G-03820	Bank of Oklahoma	Payroll Transmittal-Chks	36,441.24	
		Payroll Transmittal-Chks	16,556.69	52,997.93
G-03821	Bank of Oklahoma	Federal Withholding Tax	51,137.00	
		Federal Withholding Tax	4,235.00	55,372.00
G-03822	Oklahoma Tax Commission	State Withholding Tax	15,586.00	
		State Withholding Tax	868.00	16,454.00
G-03823	Mun. Employees Credit Union	Employee Cr Union Deducts	11,870.13	
		Employee Cr Union Deducts	87.50	11,957.63
G-03824	United Way of Central Oklahoma	Employee Deductions	520.17	
		Employee Deductions	65.00	585.17
G-03825	Clerk, U.S. District	Employee Deductions	110.60	
		Employee Deductions	110.60	221.20
G-03826	Morgan & Associates, P.C.	Employee Deductions	149.32	149.32
G-03827	United States Treasury	Employee Deductions	50.50	50.50
G-03828	Bank of America	Payroll Transmittal-DDep	270,340.79	
		Payroll Transmittal-DDep	40,262.34	310,603.13
G-03829	John Hardeman, Trustee	Employee Deductions	546.92	546.92
G-03830	Nationwide Retirement Solution	Employee Deductions	8,124.58	8,124.58
G-03831	Transamerica Worksite Mktg.	Employee Deductions	418.87	418.87
G-03832	Metro Library Sys Pension Trst	Employee Contrib -- DB PI	4,899.58	4,899.58
G-03833	Bank of Oklahoma	Employee Flexplan Deposit	12,663.63	12,663.63
G-03834	Bank of Oklahoma	Employee Soc/Sec Deposits	18,582.30	
		Employee Soc/Sec Deposits	2,772.16	
		Employee Medicare Deposit	6,415.37	
		Employee Medicare Deposit	956.95	
		Employer Soc/Sec Deposits	31,523.28	
		Employer Medicare Deposit	7,372.43	67,622.49
G-03835	MassMutual Financial Group	Employee Contrib -- DC PI	15,130.94	
		Employer Contrib -- DC PI	27,512.06	42,643.00
G-03836	ODHS Oklahoma Centralized	Employee Deductions	409.83	409.83
G-03837	Randall S. Fudge	Employee Deductions	108.95	108.95
G-03838	Administrative Services	Employee Deductions	1,366.36	1,366.36
G-03839	NCO Financial Systems, INC	Employee Deductions	316.12	316.12
G-03840	Federal Corporation	Maintenance of Facilities	25.75	25.75
G-03841	O G & E	Electrical Services	14,003.15	14,003.15
G-03842	Oklahoma Natural Gas Co.	Gas Services	1,044.55	
		Gas Services	928.51	
		Gas Services	210.61	2,183.67
G-03843	City of Oklahoma City	Water & Garbage Services	239.38	239.38
G-03844	Southwestern Stationers, Inc.	Supplies	258.90	258.90
G-03845	Locke Supply Co.	Maintenance of Facilities	11.10	11.10
G-03846	Emsco Electric Supply	Maintenance of Facilities	9.96	9.96

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Number	Vendor/Payee	Purpose		Amount
G-03847	Forest Building Materials	Maintenance of Facilities	517.82	
		Maintenance of Facilities	8.70	
		Maintenance of Facilities	591.90	
		Maintenance of Facilities	314.47	
		Maintenance of Facilities	17.56	1,450.45
G-03848	Demco	Supplies	23.87	
		Supplies	54.00	77.87
G-03849	Gale Research	Materials	4,998.90	4,998.90
G-03850	Journal Record Publishing Co.	Library-Related Services	1,201.00	1,201.00
G-03851	AT&T	Telephone Services	137.90	137.90
G-03852	Angela Thornton	Supplies	129.24	129.24
G-03853	Weston Woods Accts Receivable	Materials	127.29	127.29
G-03854	Baker & Taylor Books	Materials	3,667.51	3,667.51
G-03855	U.S. Postal Service	Postage	15,000.00	15,000.00
G-03856	ALA Order Fulfillment	Supplies	245.08	245.08
G-03857	West Group Payment Center	Materials	504.00	504.00
G-03858	United Refrigeration, Inc.	Maintenance of Facilities	710.10	710.10
G-03859	FedEx	Postage	5.52	5.52
G-03860	Domino's Pizza	Supplies	134.50	134.50
G-03861	Recorded Books, LLC	Materials	2,932.05	2,932.05
G-03862	Pure Service Corp.	Janitorial Services	16,170.00	
		Janitorial Services	9,295.00	
		Janitorial Services	848.00	
		Janitorial Services	715.00	
		Janitorial Services	181.00	27,209.00
G-03863	Gale Group	Materials	3,396.80	3,396.80
G-03864	Hannah Harder	Programming Activities	25.00	25.00
G-03865	Dorothy Ellis	Programming Activities	500.00	500.00
G-03866	Donald G. Ainsworth	Programming Activities	150.00	150.00
G-03867	Anita Martinez	Programming Activities	150.00	150.00
G-03868	Anong Nguyen	Programming Activities	400.00	400.00
G-03869	Library Video Co.	Materials	1,129.80	1,129.80
G-03870	Full Circle Bookstore	Programming Activities	20.76	20.76
G-03871	International Foundation	Memberships	295.00	295.00
G-03872	Jonathan Willis	Telephone Services	35.00	35.00
G-03873	Random House, Inc	Materials	173.25	173.25
G-03874	Scott's Printing & Copying	Printing	406.48	406.48
G-03875	Brilliance Corporation	Materials	1,251.36	1,251.36
G-03876	Gateway Films/Vision Video	Materials	463.80	463.80
G-03877	Ingram Library Service	Materials	5,756.65	5,756.65
G-03878	XPEDX	Maintenance Supplies	240.00	240.00
G-03879	James E. Garling	Programming Activities	500.00	500.00
G-03880	Audio Editions	Materials	251.93	251.93
G-03881	OSCPA	Professional Services	243.00	243.00
G-03882	OverDrive, Inc fka	Materials	3,981.80	3,981.80
G-03883	Hannelore A. Chan	Programming Activities	125.00	125.00
G-03884	Betty M. Clymer	Programming Activities	500.00	500.00
G-03885	Ingram Library Service	Materials	1,415.58	1,415.58
G-03886	Barnes & Noble, Inc.	Programming Activities	91.92	91.92
G-03887	Deli Partners of Little Rock	Other Commodities	145.00	145.00
G-03888	Jim Austin Sales	Maintenance of Facilities	23.40	23.40
G-03889	Scholastic Inc	Programming Activities	2,099.20	2,099.20

General Fund F.Y. 10-11

Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
G-03890	Ellen I. Mercer	Programming Activities	60.00	60.00
G-03891	Video Aided Instruction	Materials	831.74	831.74
G-03892	Contractors Supply Co.	Maintenance of Facilities	10.99	
		Maintenance of Facilities	46.28	
		Maintenance of Facilities	26.66	
		Maintenance of Facilities	47.94	131.87
G-03893	Jerry's Contracting	Maintenance of Facilities	300.00	300.00
G-03894	Postmaster	Postage	300.00	300.00
G-03895	AudioGo	Materials	4,252.44	4,252.44
G-03896	Books in Motion	Materials	170.42	170.42
G-03897	Kristie Ming Hwei Tan	Programming Activities	150.00	150.00
G-03898	Marvis KF Ishikawa	Programming Activities	550.00	550.00
G-03899	Lisa M. Wood	Mileage	67.93	67.93
G-03900	Crowe & Dunlevy	Professional Services	1,287.00	1,287.00
G-03901	C. L. Frates & Co.	Insurance	375.00	375.00
G-03902	Todd Olberding	Telephone Services	43.69	43.69
G-03903	Baker & Taylor Books	Materials	1,896.20	1,896.20
G-03904	Baker & Taylor Entertainment	Materials	3,036.16	
		Materials	6,469.48	
		Materials	2,647.21	12,152.85
G-03905	Walmart Community	Supplies	37.92	
		Safety Supplies	84.83	122.75
G-03906	Tamara Simpson	Programming Activities	50.00	50.00
G-03907	John L. Hilbert	Programming Activities	247.35	247.35
G-03908	Reef Shop Warehouse	Maintenance of Facilities	66.95	66.95
G-03909	Imagenation Promotional Group	Library-Related Services	444.52	
		Library-Related Services	1,063.06	
		Other Commodities	1,140.80	2,648.38
G-03910	Getty Images (US), Inc.	Library-Related Services	2,388.00	2,388.00
G-03911	Oklahoma City County Health	Programming Activities	200.00	200.00
G-03912	City Treasurer's Office	Maintenance of Facilities	55.00	55.00
G-03913	Star Lighting	Maintenance of Facilities	67.69	67.69
G-03914	AT&T	Telephone Services	63.52	63.52
G-03915	Cox Communications, Inc.	Telephone Service	12.71	12.71
G-03916	Thomson Reuters	Materials	915.11	915.11
G-03917	Baker & Taylor Books	Materials	1,909.48	
		Materials	1,561.40	
		Materials	1,225.42	
		Materials	1,495.90	
		Materials	4,917.16	
		Materials	1,842.74	
		Materials	386.34	13,338.44
G-03918	Baker & Taylor Books	Materials	807.67	
		Materials	1,578.70	
		Materials	2,736.57	
		Materials	2,019.41	7,142.35
G-03919	Baker & Taylor Books	Materials	47.12	47.12
G-03920	Maria Watkins	Mileage	17.34	17.34
G-03921	Kone Inc	Maintenance of Facilities	9,990.00	9,990.00
G-03922	Sabre Technologies	Supplies	5,735.00	5,735.00
G-03923	The Whole Enchilada Cafe LLC	Programming Activities	400.00	400.00
G-03924	Smart Technologies	Automation	6,132.90	
	** Continued **			

General Fund F.Y. 10-11

Warrant Register

March 2011

Number	Vendor/Payee ** Continued **	Purpose	Amount	
G-03924	Smart Technologies	Automation	4,391.37	
		Automation Contractual	1,075.00	11,599.27
G-03925	Erika Sterling	Maintenace of Facilities	120.00	120.00
G-03926	Global Industrial Equipment	Automation	765.45	765.45
G-03927	Personalized Prevention	Professional Services	1,000.00	1,000.00
G-03928	Baker & Taylor Entertainment	Materials	186.93	186.93
G-03929	Enye Media, LLC	Programming Activities	500.00	500.00
G-03930	Shoplet	Supplies	97.20	97.20
Total of FY 10-11 Warrants Issued			\$ 2,245,506.80	

General Fund F.Y. 09-10

Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
G-05914	Staples Credit Plan	Maintenance of Facilities	229.98	229.98
G-05915	Chase Card Services	Computer Equipment	2,567.80	2,567.80
Total of FY 09-10 Warrants Issued				\$ 2,797.78

Special Funds

Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
S-16352	University of North Texas	Damaged ILL Book	15.00	15.00
S-16353	Cheyenne S. Blalack	Lost & Paid Book Returned	13.95	13.95
S-16354	Jose Sanfratello	Lost & Paid Book Returned	13.95	13.95
S-16356	Reba R. John	Lost & Paid Book Returned	6.80	6.80
S-16357	Riley Ewers	Lost & Paid Book Returned	3.95	3.95
S-16358	Shanice T. Willis	Lost & Paid Book Returned	3.00	3.00
S-16359	Alex S. Nichols	Lost & Paid Book Returned	9.00	9.00
S-16360	Henry A. Stout, Jr	Lost & Paid Book Returned	11.95	11.95
S-16361	Metropolitan Library System	Transfer of Fines & Fees	46,000.00	46,000.00
S-16362	BMI Systems Corp.	Copier Maintenance	78.50	
		Copier Maintenance	31.62	
		Copier Maintenance	36.00	
		Copier Maintenance	260.32	
		Copier Maintenance	100.19	
		Copier Maintenance	97.89	
		Copier Maintenance	22.28	
		Copier Maintenance	78.50	
		Copier Maintenance	55.00	760.30
S-16363	Societe Manding	Our World Programming	2,293.00	2,293.00
S-16364	Societe Manding	Our World Programming	5,957.00	5,957.00
S-16365	Albert Bostick	Black History Programming	300.00	300.00
S-16366	Pamela C. Melton	Lost & Paid Book Returned	3.00	3.00
S-16367	Amy A. Kessler	Lost & Paid Book Returned	14.35	14.35
S-16368	Rebecca C. Kopacka	Lost & Paid Book Returned	13.95	13.95
S-16369	Jackson Thomas	Lost & Paid Book Returned	3.00	3.00
S-16370	Nancy K. Greenwood	Lost & Paid Book Returned	3.00	3.00
S-16371	Lynn M. Martin	Lost & Paid Book Returned	3.00	3.00
S-16372	Gayla M. Lamb	Lost & Paid Book Returned	3.00	3.00
S-16373	Stephanie K. Cassada	Lost & Paid Book Returned	3.00	3.00
S-16374	Weng K. Lee	Lost & Paid Book Returned	13.95	13.95
S-16375	Jonathan C. Litzner	Lost & Paid Book Returned	12.85	12.85
S-16376	Standley Systems	Copier Usage	260.84	
		Copier Usage	258.89	519.73
S-16377	Nathan Lee	After School Programming	800.00	800.00
S-16378	Metropolitan Library System	11/Friends/YA Author	17.30	17.30
S-16379	Scholastic Inc	11/Friends/YA Author	4,315.20	4,315.20
S-16380	Felicia J. Hayes	Lost & Paid Book Returned	13.85	13.85
S-16381	Shanice T. Willis	Lost & Paid Book Returned	3.00	3.00
S-16382	Marissa H. Mahan	Lost & Paid Book Returned	14.95	14.95
S-16383	Laronda K. Harding	Lost & Paid Book Returned	6.00	6.00
S-16384	Kristopher P. Barlow	Lost & Paid Book Returned	9.80	9.80
S-16385	Oklahoma Tax Commission	State Sales Tax-Mar. 2011	39.65	39.65
S-16386	Deana S. Watts	Lost & Paid Book Returned	3.00	3.00
S-16387	Barbara J. Wagner	Lost & Paid Book Returned	28.90	28.90
S-16388	Metropolitan Library System	Transfer of Fines & Fees	36,000.00	36,000.00
S-16389	Oklahoma Tax Commission	State Sales Tax-Jan. 2011	569.92	569.92
S-16390	Baker & Taylor Books	Materials	1,382.69	1,382.69
S-16391	Baker & Taylor Books	Materials	9.42	9.42
S-16392	Kiona Millirons	After School Programming	400.00	400.00
S-16393	Savannah Mitchell	After School Programming	400.00	400.00
S-16394	Scott Sunderman	11/Friends Our World	850.00	850.00
S-16395	Lola Jenkins	11/Friends- Black History	100.00	100.00

Special Funds

Warrant Register

March 2011

Number	Vendor/Payee	Purpose		Amount
S-16396	Made By Me Publications, Inc.	11/Friends- Black History	75.00	75.00
S-16397	David W. Cates	Gifts & Books Lost Acct	3.00	3.00
S-16398	Marissa H. Mahan	Gifts & Books Lost Acct	29.95	29.95
S-16399	Tina Gille	Gifts & Books Lost Acct	16.95	16.95
S-16400	Janet M. Hughes	Gifts & Books Lost Acct.	13.95	13.95
S-16401	Zachariah R. Madewell	Gifts & Books Lost Acct	3.00	3.00
S-16402	Anna H. Schreiber	Gifts & Books Lost Acct.	9.90	9.90
S-16403	Cameron University Library	Gifts & Books Lost Acct	59.00	59.00
S-16404	Mary Strasner	Gifts & Books Lost Acct	17.95	17.95
S-16405	Jonetta S. Jonte	Gifts & Books Lost Acct	3.00	3.00
S-16406	Chase Card Services	Fines Account	138.20	138.20
S-16407	Baker & Taylor Entertainment	Materials	316.55	316.55
S-16408	Baker & Taylor Books	Materials	369.13	369.13
S-16409	Nathan Lee	After School Programming	200.00	200.00
S-16410	Imagination Promotional Group	11/Friends/ Summer	5,159.85	5,159.85
S-16411	Metropolitan Library System	11/Friends/Black History	19.40	19.40
S-16412	Ruthie I. Phillips	Lost & Paid Book Return	3.00	3.00
S-16413	Cynthia A. Cartwright	Lost & Paid Book Return	4.35	4.35
S-16414	Tyanne J. Hunt	Lost & Paid Book Return	72.85	72.85
S-16415	Brianne M. Joppa	Lost & Paid Book Return	10.00	10.00
S-16416	Lucas R. Osborn	Lost & Paid Book Return	3.95	3.95
S-16417	Susan K. Webb	Lost & Paid Book Return	5.45	5.45
S-16418	Mayra Andrade	Lost & Paid Book Return	3.00	3.00
S-16419	Wesley J. Day	Lost & Paid Book Return	6.00	6.00
S-16420	Julie D. Conrady	Lost & Paid Book Return	14.95	14.95
S-16421	Annabelle C. Porter	Lost & Paid Book Return	16.95	16.95
S-16422	Baker & Taylor Entertainment	Materials	1,410.33	1,410.33
S-16423	Baker & Taylor Books	Materials	1,042.64	1,042.64
S-16424	Nathan Lee	After School Programming	200.00	200.00
S-16425	Baker & Taylor Entertainment	Materials	99.52	99.52
Total of Special Funds Warrants Issued				\$ 110,272.23

I, Donna Morris, certify that:

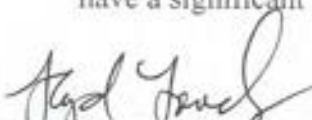
1. I have reviewed these monthly financial statements of the Metropolitan Library System;
2. Based on my knowledge, these reports do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made not misleading with respect to the period covered by these reports;
3. Based on my knowledge, the financial statements and other financial information included in these monthly reports, fairly present in all material respects the financial condition and results of operations as of, and for, the period presented;
4. The Library's other certifying officer and I have disclosed to the Board of Commissioners all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting; and have disclosed any fraud, whether or not material, that involves management or other employees who have a significant role in financial reporting.


Donna Morris, Executive Director

4-12-11
Date

I, Lloyd Lovely, certify that:

1. I have reviewed these monthly financial statements of the Metropolitan Library System;
2. Based on my knowledge, these reports do not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made not misleading with respect to the period covered by these reports;
3. Based on my knowledge, the financial statements and other financial information included in these monthly reports, fairly present in all material respects the financial condition and results of operations as of, and for, the period presented;
4. The Library's other certifying officer and I have disclosed to the Board of Commissioners all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting; and have disclosed any fraud, whether or not material, that involves management or other employees who have a significant role in financial reporting.


Lloyd Lovely, Deputy Executive Director of Finance and Support

4-11-11
Date

CONTRACT AWARDS AND PURCHASES

The following recommendations for the Commission's approval are made in accordance with the Library System's purchasing policy. For additional information regarding these recommendations, please contact the Purchasing Officer at 606-3794.

ITEM A: JANITORIAL PRODUCTS

To be provided for in the FY 2011-12 budget is the request for janitorial supplies to be used throughout the library system.

Specifications were prepared and bids were advertised for two days (March 01 and 03 2011). A pre-bid conference was held March 15, 2011. Two vendors attended.

Bids were received and publicly opened March 22, 2011. Five vendors responded.

Product	Xpedex	Massco	Southwest Paper	Harvey Sales	Unisource
GP Pink Pearl Hand Soap	40.77	41.12	39.78	No Bid	48.34
GP En Motion Paper Towels	47.07	47.86	46.30	No Bid	56.26
GP Big Fold Z Paper Towels	25.79	25.95	25.10	36.59	30.52
GP Cormatic Bathroom Tissue	40.77	40.97	39.72	55.86	48.28
GP Preference Toilet Tissue	38.68	37.86	33.63	48.41	44.54

RECOMMENDATION:

That the Commission award the contract for janitorial supplies to Southwest Paper at the prices quoted. Adequate funding for these supplies is to be provided in the FY2011-12 budget, account 310.

CONTRACT AWARDS AND PURCHASES
(Cont'd)

ITEM B: COPIERS

The Library wishes to purchase two new Savin 9060sp copiers, two new Savin 9050sp copiers and one Savin 9233sp copier. These copiers will replace four copiers in the Downtown Library and one at the Service Center.

Standley Systems is the local Savin dealer and was awarded the Oklahoma State contract for copiers #SW171.

Model	Qty	Price	Total
Savin 9060sp	2	9,986.51	19,973.02
Savin 9050sp	2	5,692.37	11,384.74
Savin 9233sp	1	4,557.13	4,557.13
Total			35,914.89

RECOMMENDATION:

That the Commission award the contract for the purchase of the 5 Savin Copiers to Standley Systems in the amount of \$35,914.89. Funding for this purchase is available in special fund account 820.

CONTRACT AWARDS AND PURCHASES
(Cont'd)

ITEM C: ROOF REPLACEMENT FOR FOUR LIBRARIES

Provided for in the FY2010-11 budget is the request for roof replacement for four libraries; Belle Isle, The Village, Service Center, and Midwest City.

Oklahoma Roofing is the designated contractor for central Oklahoma under the State of Oklahoma Roof Asset Management Program administered by the Department of Central Services Construction and Properties Division (CAP). The roofing maintenance contract provides competitively bid, line item unit pricing for roofing maintenance and replacement. In addition to being utilized by Oklahoma State Agencies the program is available to and is utilized by other Oklahoma government entities such as cities, counties, and schools.

The contract is administered by the CAP which sends the contract and bonds to the contractor, receives the completed contract and bonds, verifies current insurance coverage, and verifies that plans and specifications have been received, reviewed and approved.

The contractor submits payment application to CAP which reviews the payment application and forwards to MLS for payment. CAP charges a 5% administrative fee for this service.

The proposals from Oklahoma Roofing under the Roof Asset Management Program are as follows:

Location	Price	Admin Fee	Total
Belle Isle	\$152,721.13	\$7,636.06	\$160,357.19
Service Center	\$204,883.18	\$10,244.16	\$215,127.34
Midwest City	\$438,610.50	\$21,930.53	\$460,541.03
Village	\$207,451.00	\$10,372.55	\$217,823.55
Total	\$1,003,665.81	\$50,183.29	\$1,053,849.10

RECOMMENDATION:

That the Commission award the contract to Oklahoma Roofing for the roof replacement at Belle Isle, Service Center, Midwest City and The Village in the total amount of \$1,053,849.10. Funding for this project is provided for in the FY2010-11 budget, account 450.

RESOLUTION OF APPRECIATION FOR LIBRARY COMMISSIONER

Mr. David Greenwell

WHEREAS, David Greenwell, appointed March 24, 1998, by Oklahoma City Mayor Ronald J. Norick, has served as a member of the Metropolitan Library Commission of Oklahoma County for 13 years; and

WHEREAS, he has served steadfastly and in a variety of leadership roles for the Commission including terms on the Administrative and Personnel Committee, the Retirement Pension Board, the Finance Committee and the Executive Director Search Committee; and

WHEREAS, he served as Vice-Chair of the Library Commission from 2000-2005 and during that time also served as the Chair of the Administrative and Personnel Committee, which is one of the most active committees, which meets regularly to assess personnel issues and salaries and benefits; and

WHEREAS, he has served as Chair of the Finance Committee since 2006 and has brought outstanding expertise to the committee and commission regarding all financial matters pertaining to the library budget, contracts, audits, pensions and benefits. The commission has benefitted greatly from his knowledge and financial acumen regarding library finances; and

WHEREAS, he has been a strong advocate for library services, programs and resources during his tenure on the commission by his attendance at library events and activities and also at a wide variety of community events; and

WHEREAS, he has been a calm reasoned voice of fairness and professionalism during the last 13 years on a variety of issues that have come before the commission, his support and wisdom have guided library staff and commission in their decision making; and

NOW, THEREFORE, BE IT RESOLVED that the Library Commission extends its gratitude to David Greenwell for his distinguished service on the Commission and his dedicated support of library services for the people of Oklahoma County.

**Approved this 21st day of April 2011
by the Metropolitan Library Commission
of Oklahoma County**

Fran Cory, Chair
Metropolitan Library Commission

Donna Morris, Executive Director
Metropolitan Library System

REPORT AND RECOMMENDATION FROM ADMINISTRATION

DEFINED BENEFIT PLAN - DOCUMENT CHANGES

As federal laws governing employee retirement plans change, the corresponding documents that govern the plans must also change to maintain compliance. The Library's Pension Plan has not been restated for seven years, and needs updating. Crowe and Dunlevy graciously provided the work to update the documents at no charge to the Library. Four documents are enclosed and need Commission approval for their acceptance. The documents are: 1) Amended and Restated Metropolitan Library System Pension Plan, 2) Amendment for Code Section 415 Regulations, 3) Amendment for Pension Protection Act of 2006, and 4) Resolution for Approval of the Amendments. Upon the Commission approval, the documents will be filed with a voluntary compliance application and determination letter with the Internal Revenue Service.

These changes will not affect the basic benefits of the plan, but instead will bring the plan into compliance with changes in the law.

ADMINISTRATIVE RECOMMENDATION FOR COMMISSION ACTION:

That the Commission approve the document changes for the Metropolitan Library System Defined Benefit Plan as described above.

METROPOLITAN LIBRARY SYSTEM PENSION PLAN

The Metropolitan Library System Pension Plan ("this Plan"), originally effective July 1, 1969, and amended and restated July 1, 1994 and amended March 11, 1997, is further and amended and restated on December 12, 2002, and amended August 29, 2005, and amended January 1, 2008, is amended and restated this _____ day of April, 2011, in a completely restated form.

NOW, THEREFORE, effective July 1, 2010, except as otherwise provided herein, the Employer and the Trustee in accordance with the provisions of the Plan pertaining to amendments thereof, hereby amend the Plan in its entirety and restate the Plan to provide as follows:

1. Participation

1.1 Eligibility.

- A. Each Employee other than an Excluded Employee scheduled or projected to work 40 or more Hours of Service per week, becomes a Participant in the Plan the first day such Employee completes an Hour of Service and delivers completed Plan enrollment forms to the Pension Board.
- B. All Employees hired on or after August 29, 2005, shall be Excluded Employees and will not be eligible to participate in the Plan.
- C. Any Participant who is participating in the Plan prior to August 29, 2005 may elect to cease participation in the Plan effective August 29, 2005. Any Participant who makes such an election shall be an Excluded Employee. In addition, any Employee who makes such an election shall also have the option prior to August 29, 2005, to make a one time irrevocable election to transfer the Present Value of their Accrued Benefit (PVAB) in the Plan to the Defined Contribution Plan of Employer effective August 29, 2005.

1.2 Service – Participation. For an Employee's participation, this Plan takes into account all of his Credited Service except any Plan Year he does not complete more than 500 Hours of Service.

1.3 Re-Employment Participation. A Participant whose Service terminates re-enters the Plan as a Participant on the date of his re-employment. An Employee who satisfies the Plan's eligibility conditions but who terminates employment with Metropolitan prior to becoming a Participant becomes a Participant by satisfying this Plan's eligibility conditions after reemployment.

1.4 Employee Status Change. A Participant is not eligible to participate in this Plan if he is an Excluded Employee.

If a formerly Excluded Employee becomes eligible to participate in this Plan, he participates effective when he delivers completed Plan enrollment forms to the Pension Board.

1.5 **Definitions.** The following are definitions for this Section and for this Plan.

A. "Code Section" is an Internal Revenue Code of 1986, as amended, section and its Regulations. "ERISA" is the Employee Retirement Income Security Act of 1974, as amended. "Labor Reg." is a Department of Labor Regulation.

B. "Employee" is a Metropolitan employee.

"Excluded Employee" is a Metropolitan Employee excluded as a Participant by Metropolitan. Excluded Employees shall also include those Employees described in Sections 1.1B. and 1.1C. of the Plan.

C. "Metropolitan" is the Metropolitan Library Commission of Oklahoma County, an Oklahoma government instrumentality.

D. "Hour of Service" is:

(1) Each Hour of Service for which Metropolitan, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties. The Pension Board credits Hours of Service by this paragraph to the Employee for the computation period in which the Employee performs the duties, irrespective of when paid;

(2) Each Hour of Service for back pay, irrespective of mitigation of damages, to which Metropolitan has agreed or for which the Employee has received an award. The Pension Board credits Hours of Service by this paragraph to the Employee for the computation period(s) to which the award or the agreement pertains rather than for the computation period in which the award, agreement or payment is made; and

(3) Each Hour of Service for which Metropolitan, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a computation period, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty or military duty. The Pension Board credits no more than 501 Hours of Service by this paragraph to an Employee on account of any single continuous period during which the Employee does not perform any duties (whether or not such period occurs during a single computation

period). The Pension Board credits Hours of Service by Labor Reg. § 2530.200b-2 (b) and (c).

The Pension Board does not credit an Hour of Service by more than one of the above paragraphs. A computation period for this subsection is the Plan Year, Service period, Break in Service period or other period, as determined by the Pension Board for measuring an Employee's Hours of Service. The Pension Board resolves any ambiguity for the crediting of an Hour of Service in favor of the Employee.

Maternity/paternity leave. Solely to determine whether the Employee incurs a Break in Service under any provision of this Plan, the Pension Board must credit Hours of Service during an Employee's unpaid absence period due to maternity or paternity leave. The Pension Board considers an Employee on maternity or paternity leave if the Employee's absence is due to the Employee's pregnancy, the birth of the Employee's child, the placement with the Employee of an adopted child, or the care of the Employee's child immediately following the child's birth or placement. The Pension Board credits Hours of Service the Employee would receive if he were paid during the absence period or, if the Pension Board cannot determine the number of Hours of Service the Employee would receive, on the basis of 8 hours per day during the absence period. The Pension Board credits only the number (not exceeding 501) of Hours of Service necessary to prevent an Employee's Break in Service. The Pension Board credits all Hours of Service described in this paragraph to the computation period in which the absence period begins or, if the Employee does not need these Hours of Service to prevent a Break in Service in the computation period in which his absence period begins, the Pension Board credits these Hours of Service to the immediately following computation period.

- E. "Participant" is an Employee who is a Participant in this Plan.
- F. "This Plan" and "Plan" is the Metropolitan Library System Pension Plan. This Plan is a continuation of the "Prior Plan", the Oklahoma City Retirement Plan, as in effect on June 30, 1969. This Plan is a governmental plan in Code Section 414(d).
- G. "Plan Year" is the fiscal year beginning July 1 and ending the following June 30. The Plan Year is also the "Limitation Year".
- H. "Service" or "Credited Service" is any period of time an Employee is in the employ of Metropolitan, including any period the Employee is on an unpaid leave of absence authorized by Metropolitan by a uniform,

nondiscriminatory policy applicable to all Employees. An Employee's Service is expressed in completed months of Service, including holidays, weekends, and other non-working days. "Separation" from Service is when an Employee no longer has an employment relationship with Metropolitan. An Employee is credited with a completed Month of Service for any calendar month he is credited with at least 160 Hours of Service. A Participant accumulates a year of Credited Service for 12 completed Months of Service.

- I. "Year of Service" is a Plan Year the Participant completes at least 1,000 Hours of Service.
- J. "Pension Board" is the Library System Pension Board. The Plan Administrator is the Pension Board or such other person or persons as may be designated by the Pension Board or Metropolitan to hold the position of Plan Administrator.
- K. "Section" and "subsection" are the Sections and subsections of this Plan.
- L. "Related Employers". Employees of related group members are not eligible to participate in this Plan. For allocation purposes any Compensation received from a Related Employer is not treated as Compensation by this Plan.
- M. "Service for Predecessor Employer". This Plan gives credit for Service of the Employee with the City of Oklahoma City prior to July 1, 1965.

2. Contributions.

- 2.1 Employer Contributions. Metropolitan makes contributions to this Plan to provide benefits for Participants and their Beneficiaries. The Metropolitan contributions are based on recommendations of an Enrolled Actuary using acceptable methods and assumptions.

The Trustee, on Metropolitan's written request, must return Metropolitan's contributions made by mistake of fact within one year of the contribution. Contributions returned to Metropolitan include losses but not earnings.

- 2.2 Participant Contributions. Each Participant is required to contribute 5% of his Compensation up to November 1, 1984 and 3% of his Compensation thereafter until the earlier of (i) his separation from Service or (ii) his completing 32 Years of Credited Service or (iii) August 29, 2005. Participant contributions to the Prior Plan, with interest, transferred to this Plan are treated as Participant Contributions as of their transfer. As of August 29, 2005, each Participant is required to contribute 4% of his Compensation to the Plan. The 4% contributions are being paid by the Employer in lieu of contributions by the Participants and are "picked up" by the Employer as that term is used in Code Section 414(b)(2).

- 2.3 **Participant Contributions Interest.** Each Participant's contributions are credited with interest at 3 1/2% per annum prior to July 1, 1983, and 5% per annum thereafter, compounded annually, from the July 1st after the contribution date to the Participant's Retirement Date.

- 2.4 **Definitions.** The following are definitions for this Section and for this Plan.

- A. "Compensation" is the Participant's wages, salaries, fees for services and other amounts received for his Service, actually paid. Compensation includes amounts excluded by Code Sections 125, 132(f), 402(a)(8), 402(h), 403(b), 401(k) and/or 457. Compensation is limited to the amount in Code Section 401(a)(17), adjusted for cost-of-living.
- B. "Highly Compensated Employee" is an Employee whose Compensation is in excess of \$80,000 and was the member of the top-paid group for the prior Plan Year. The \$80,000 amount is adjusted at the same time and in the same manner as under Code Section 415(d), except that the base period is the calendar quarter ending September 30, 1996.

The term "Highly Compensated Employee" also includes any former Employee who no longer performs Service during the Plan Year and was a Highly Compensated Employee the year of his separation or any Plan Year ending on or after his 55th birthday.

- 2.5 **Qualified Military Service.** Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service will be provided in accordance with Code Section 414(u).

3. **Benefits.**

- 3.1 **Normal Retirement Benefit.** A Participant who retires on his Normal Retirement Date receives normal monthly benefit as a straight life annuity starting on his Normal Retirement Date of 2 1/2% of his Average Monthly Compensation times his years of Credited Service, up to a maximum of 32 years. Such benefit is reduced by the actuarial equivalent of any distribution paid from this Plan for prior periods of employment. A Participant's benefit is limited by Code Section 415.
- 3.2 **Late Retirement Benefit.** A Participant who retires after Normal Retirement Date receives a benefit of the Actuarial Equivalent of the Participant's Accrued Benefit payable as of the later of his Normal Retirement Age or the last day of the prior Plan Year. A Participant continues to accrue benefits after his Normal Retirement Age if the Participant's Accrued Benefit would increase because of additional Credited Service or Compensation. A Participant's Accrued Benefit as of the end of each Plan Year following his Normal Retirement Date is the greater of: (i) his normal retirement benefit, taking into account his Years of Credited Service and Compensation credited after his Normal Retirement Date or (ii) the

Accrued Benefit, determined as of the later of his Normal Retirement Date or the end of the prior Plan Year, actuarially adjusted for Late Retirement.

- 3.3 **Early Retirement Benefit.** A Participant who retires on his Early Retirement Date (the first day of any month after he attains age 50, completes 20 Years of Credited Service before his Normal Retirement Date, and has Metropolitan's consent, or attains age 62 and has completed 5 Years of Credited Service before his Normal Retirement Date, and has Metropolitan's consent) receives a benefit of the greater of the actuarial equivalent of his Accrued Benefit at his Normal Retirement Date or his Participant Contributions plus interest thereon.

A Participant receives his Early Retirement Benefit in the form and as of the date elected by him. A Participant may elect to start his Early Retirement Benefit as of the first day of the month during the period he is eligible for the Early Retirement Benefit.

- 3.4 **Death Benefit.** If a Participant dies before payment of his normal retirement benefit, Early or Late Retirement benefit or termination benefit, his Beneficiary receives a death benefit equal to the benefit payable to the Participant if he terminated Service on the day of his death.

If a Participant receives distributions before death, his distribution option continues for his Beneficiaries.

The benefit for the Beneficiary of Participant who dies before his Normal Retirement, Early or Late Retirement or termination of Service, is equal to the greater of the Actuarial Equivalent of his Accrued Benefit payable at Normal Retirement Date or the aggregate value of his Participant Contributions plus interest thereon to the date of death.

- 3.5 **Disability Benefit.**

A disabled Participant receives a benefit equal to the greater of the Actuarial Equivalent of his Accrued Benefit payable at his Normal Retirement Date or the aggregate value of his Participant Contributions plus interest thereon to the date of disability.

All of a Participant's Years of Credited Service are counted if the Participant completes Service after his disability.

- 3.6 **Termination Benefit.** A Participant who terminates employment before his Normal Retirement Date other than for death, Disability, or Early Retirement is eligible for a deferred vested benefit.

The Participant's deferred vested pension is the Actuarial Equivalent of his Nonforfeitable Accrued Benefit payable at his Normal Retirement Date.

A Participant eligible for a deferred vested benefit is entitled to elect, in lieu of any other benefit, a refund of his contributions with interest thereon to the first day of the month his Termination of Service occurs. If the Participant elects to defer his deferred vested benefit, the Participant is paid his deferred vested benefit starting on his Normal Retirement Date or his Early Retirement Date if he is eligible and so elects.

- 3.7 **Vesting.** Effective January 1, 2008, a Participant's Accrued Benefit is vested as follows:

Vesting Schedule

<u>Years of Service</u>	<u>Percentage</u>
Less than 3	0%
3	100%

A Participant's Accrued Benefit is 100% vested on the Participant's Death, Early Retirement or Disability; however, a Participant is always 100% vested in his contributions and interest in thereon.

- 3.8 **Contribution Withdrawal.** A Participant eligible for a benefit may elect to withdraw his Participant's contributions and interest thereon; however, he forfeits all other benefits in this Plan.

- 3.9 **Distribution Options.** The Trustee pays the Participant's Benefit, as elected by the Participant or, if applicable, by the Participant's Beneficiary by one of the following:

- A. **Life Annuity.** Life Annuity is a straight life annuity of the Participant's Accrued Benefit payable for life.
- B. **Life Annuity Certain.** A life annuity certain is a life annuity of the Participant's Accrued Benefit payable for 10 years. If the Participant dies within the 10-year period, the benefit payments are continued to the Participant's Beneficiary.
- C. **Joint and Survivor Annuity.** A joint and survivor annuity is a joint life annuity payable for the Participant's life and a survivor's remaining life which is 50% or 100% payable during the Participant's life.

Benefits may be paid in a form of a nontransferable annuity contract.

Annuity payments continue until the last scheduled payment coincident with or immediately preceding the date of the Participant's death or, if applicable, the date of his survivor's death.

If a Participant does not make a benefit payment election, the Trustee pays the Participant's benefit in the form of a joint and 50% survivor annuity starting on the 90th day after the close of the Plan Year in which the latest of the following events occurs: (i) the Participant attains Normal Retirement Age or (ii) the Participant's Service stops.

Except as specifically provided, a lump sum form of distribution is not available for a Participant's Accrued Benefit, and no partial cash-out is available for a portion of a Participant's Accrued Benefit regardless of the source of such benefit.

The Pension Board provides a benefit notice with explanation of benefit payment forms to a Participant eligible to make a distribution election.

- 3.10 **Benefit Duplication.** If a Participant's Accrued Benefit is paid to him and the Participant later resumes his Service, the Participant's Accrued Benefit is computed by all of the Participant's Years of Credited Service, however, the Participant's Accrued Benefit is offset by distributions to the Participant.
- 3.11 **Required Beginning Date.** Payment of a Participant's benefit must begin no later than the later of: (i) April 1 of the year after the Participant attains age 70 1/2 or (ii) the Participant's Late Retirement Benefit date.

For all years to which Code Section 401(a)(9) applies to the Plan for distribution options of the Plan as in effect on or before April 17, 2002, the Plan will be treated as having complied with section 401(a)(9) if the Plan complies with a reasonable good faith interpretation of such Code Section 401(a)(9). Effective for distributions under the Plan made in calendar years beginning on or after January 1, 2006, any new or change in distribution option(s) of the Plan effective after April 17, 2002, will comply with the then applicable final regulations under Code Section 401(a)(9). All transitional rules and the special rules applicable to elections under Section 242(b)(2) of TEFRA provided in Proposed Treasury Regulations 1.401(a)(9)-1 and 1.401(a)(9)-2 shall apply to the extent they are appropriate and are hereby incorporated by reference.

- 3.12 **Definitions.** The following are definitions for this Section and for this Plan.
- A. "Annuity Starting Date" is the first day of the first period this Plan pays a benefit.
- B. "Accounting Date" is the last day of a Plan Year.

- C. "Accrued Benefit" is that part of a Participant's Normal Retirement Benefit he earns as of the determination date. To determine a Participant's Accrued Benefit, a Participant receives credit for a partial year of Participation.

If a Participant starts distribution of his benefits, any additional accrual for any Plan Year is reduced by the Actuarial Equivalent of any distribution to the Participant.

A Participant's benefit accrual disregards his Compensation when he is an Excluded Employee.

- D. "Actuarial Equivalent" is a benefit of equal value computed using actuarial assumptions.

Actuarial Assumptions for this Plan are:

Pre-Retirement:	(A)	Interest:	8%
	(B)	Mortality:	UP 84
Post-Retirement:	(A)	Interest:	8%
	(B)	Mortality:	UP 84

Special interest rate rules. To determine a Participant's distribution or the Participant's Accrued Benefit Present Value, the applicable interest rates are used to make an Actuarial Equivalent determination.

Effective for benefit payments with Annuity Starting Dates occurring on or after July 1, 2002, notwithstanding any other plan provisions to the contrary, the applicable mortality table used for purposes of adjusting any benefit or limitation under Code Section § 415(b)(2)(B), (C), or (D) is the table prescribed in Rev. Rul. 2001-62.

- E. "Present Value" is the single sum Actuarial Equivalent of the Participant's Accrued Benefit.
- F. "Actuary" is an enrolled actuary retained by the Pension Board to provide actuarial services for the Plan.

- G. "Average Monthly Compensation" is the average of the Participant's Compensation for his highest 60 consecutive calendar months of Service.
- H. "Beneficiary" is the person the Participant designates to receive the Participant's benefits if the Participant dies.
- I. "Disability" is a Participant's bodily injury, disease, or mental disorder which prevents his continuing any gainful occupation and his total disability by the Federal Social Security Acts. The Pension Board determines, in a nondiscriminatory, consistent and uniform manner, the Participant's disability.
- J. "Nontransferable Annuity" is an annuity which cannot be sold, assigned, discounted, pledged as collateral for a loan or security for the performance of an obligation or for any purpose to any person other than the insurance company issuing the annuity. Annuity contracts distributed by the Plan must be a Nontransferable Annuity.
- K. "Normal Retirement Age" is age 65.
- L. "Normal Retirement Date" is the first day of the month on or after the Participant attains age 65 and completes 5 years of participation.
- M. "Retirement Date" is the Participant's Normal Retirement Date, unless he elects an "Early Retirement Date" or a "Late Retirement Date".
- N. The Pension Board computes a Participant's Normal Retirement Benefit in the form of a straight life annuity starting at his Normal Retirement Date.

3.13 **Direct Rollovers of Plan Distributions.** For distributions on or after December 31, 2001, notwithstanding any provision of the Plan to the contrary that would otherwise limit a "distributee's" election under this Section 3.13, a "distributee" may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an "eligible rollover distribution" paid directly to an "eligible retirement plan" specified by the "distributee" in a "direct rollover."

For purposes of this Section 3.13 the following definitions shall apply:

- A. An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the "distributee," except that an "eligible rollover distribution" does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the "distributee" or the joint lives (or joint life expectancies) of the "distributee" and the "distributee's" "Designated Beneficiary," or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9); the portion of any other distribution that is

not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution that is reasonably expected to total less than \$200 during a year.

- B. An "eligible retirement plan" is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) or an eligible plan under Code Section 457(b) 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, that accepts the "distributee's" "eligible rollover distribution." However, in the case of an "eligible rollover distribution" to the surviving spouse, an "eligible retirement plan" is an individual retirement account or individual retirement annuity. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).
- C. A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are "distributees" with regard to the interest of the spouse or former spouse.
- D. A "direct rollover" is a payment by the Plan to the "eligible retirement plan" specified by the "distributee."

4. Other.

- 4.1 **Nontransferable Annuities.** If a Participant (or a Beneficiary entitled to benefits) elects, the Trustee may purchase a Nontransferable Annuity contract from an insurance company. The Nontransferable Annuity contract provides pension and other benefits not less than the pension and other benefits the Participant would receive and otherwise complies with this Plan.

If the Trustee so purchases a Nontransferable Annuity contract, the Trustee either may assign the contract to the Participant or hold the contract for the benefit of the Participant as instructed by the Pension Board.

The Trustee also may purchase a Nontransferable Annuity contract for the benefit of a designated Beneficiary, surviving spouse, or

alternative payee under a Qualified Domestic Relations Order (in Code Section 414 (p)) entitled to distribution of all or a portion of the Participant's Nonforfeitable Accrued Benefit.

- 4.2 **Merger/Direct Transfers.** This Plan cannot be merged or consolidated with another plan, or its assets or liabilities transferred to another plan, unless immediately after the merger, consolidation, or transfer, the surviving plan provides each Participant a benefit equal to or greater than the Participant's benefit immediately before the merger or consolidation or transfer.
- 4.3 **Assignment or Alienation.** A Participant and a Beneficiary may not anticipate, assign, or alienate (either at law or in equity) any Plan benefit. A Participant's benefit is not subject to attachment, garnishment, levy, execution, or other legal or equitable process.
- 4.4 **Termination Distributions.** If Metropolitan terminates this Plan, the Trustee liquidates all Plan assets and determines the value of the Trust Fund as of the termination date. The Trustee allocates Plan assets among the Participants and Beneficiaries in the following priorities:
- A. The Participant's benefit payable from his Participant contributions and interest thereon, if any.
 - B. The Participant's benefit payable as an annuity:
 - (1) For a Participant or Beneficiary in pay status as of the beginning of the 3-year period ending on the termination date, each such benefit (as in effect during the 5-year period ending on such date) by which such benefit would be the least or
 - (2) For a Participant's or Beneficiary's benefit (other than a benefit in subparagraph (1)) which would have been in pay status as of the beginning of such 3-year period if the Participant had retired prior to the beginning of such period and if his benefits had started (in the normal form of annuity) as of the beginning of such period, each such benefit (as in effect during the 5-year period ending on such date) by which such benefit would be the least.
 - C. All other Plan benefits insured by the Pension Benefit Guaranty Corporation;
 - D. All other Nonforfeitable Plan benefits; and
 - E. Any other Plan benefits.

If assets are insufficient to pay all Plan benefits, the Trustee allocates such assets to satisfy obligations within each category by order of priority. If assets are insufficient to pay all Plan benefits

for a priority category, the Trustee allocates assets to Participants within the category in the ratio which each Participant's total benefit bears to the total benefits of all Participants within the category. The Trustee reallocates Plan assets not required by ERISA §4044(a)(1), (2), (3), and (4)(A) to reduce, to the extent possible, Code Section 401(a)(4) discrimination.

- 4.5 **Over-Funding.** If this Plan is overfunded at the termination date, the Trustee returns the overfunded amount to Metropolitan.

- 4.6 **Beneficiary Designation.** A Participant, as a part of his Plan enrollment forms, designates a Beneficiary to receive his Nonforfeitable Accrued Benefit (including any life insurance proceeds payable to the Participant's Account) if he dies, and the Participant may designate the form and method of payment. The Pension Board prescribes the form for the designation. A Participant's designation form revokes his prior designation.

The Plan enrollment forms include a Group Retirement Beneficiary Designation and Payroll Deduction Authorization Card.

- 4.7 **No Beneficiary Designation.** If a Participant does not file a Beneficiary designation or if his Beneficiary predeceases him, the Trustee pays the Participant's Nonforfeitable Accrued Benefit in the following priority to:

- A. The Participant's surviving spouse;
- B. The Participant's surviving children, including adopted children, in equal shares;
- C. The Participant's surviving parents, in equal shares; or
- D. The Participant's estate.

If the Beneficiary dies before distribution of the Participant's entire Nonforfeitable Accrued Benefit, his remaining Nonforfeitable Accrued Benefit is paid to the Beneficiary's estate unless the Participant's Beneficiary designation provides otherwise.

- 4.8 **Pension Board.**

- A. **Compensation, Expenses.** Metropolitan appoints Pension Board members to administer this Plan. Pension Board members may or may not be Participants in this Plan. If a Pension Board is not appointed, Metropolitan assumes the Pension Board powers, duties and responsibilities. The members of the Pension Board will serve without Compensation for services as such, but Metropolitan will pay all expenses of the Pension Board, except to the extent the Trust properly pays for such expenses, pursuant to this Plan.

- B. **Term.** Each member of the Pension Board serves until his successor is appointed.
- C. **Vacancy.** If there is a vacancy in the Pension Board, the remaining Pension Board members may exercise any and all Pension Board powers, authority, duties and discretion pending the filing of the vacancy.
- D. **Powers and Duties.** The Pension Board has the power and duty to:
- (1) Select a Secretary, who need not be a Pension Board member;
 - (2) Determine the rights of eligibility of an Employee to participate in the Plan, the value of a Participant's Accrued Benefit and the Nonforfeitable percentage of each Participant's Accrued Benefit;
 - (3) Adopt procedures and regulations for the proper and efficient administration of this Plan not inconsistent with this Plan;
 - (4) Construe and enforce this Plan and the Pension Board procedures and regulations, interpret this Plan and its operation;
 - (5) Direct the Trustee for this Plan's crediting and distribution;
 - (6) Review and render decisions for benefit claims;
 - (7) Furnish Metropolitan information that is required for tax or other purposes;
 - (8) Engage agents to assist the Pension Board;
 - (9) Engage an Investment Manager or Managers (in ERISA §3(38)) to manage, acquire or dispose (or direct the Trustee to acquire or dispose) of any Plan asset;
 - (10) Establish and maintain a funding standard account and make required credits and charges to the account.

The Pension Board exercises all of its powers, duties and discretions in a uniform and nondiscriminatory manner.

- E. **Funding Policy.** The Pension Board reviews at least annually, Employee information and Plan data to establish and maintain the Plan funding policy and to determine the methods of carrying out this Plan's objectives. The Pension Board communicates periodically to the Trustee and to any Plan Investment Manager the Plan's short-term and long-term financial needs to coordinate the investment policy with Plan financial requirements.

- F. **Action.** The Pension Board acts by a majority vote.
- G. **Authorized Representative.** The Pension Board may authorize any of its members, or its Secretary, to sign its notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents. The Pension Board Secretary certifies this authority.
- H. **Interested Member.** No Pension Board member may act to decide his Plan benefits, except in exercising an election in his capacity as a Participant.
- I. **Participant Information.** Metropolitan supplies current information to the Pension Board as to the name, date of birth, date of employment, annual compensation, leaves of absence, Years of Service and date of termination of employment of each Employee who is, or who will be eligible to become, a Participant, together with any other information the Pension Board considers necessary. The current information Metropolitan furnishes to the Pension Board is conclusive as to all persons.
- J. **No Liability.** Metropolitan assumes no obligation or responsibility to any of its Employees, Participants or Beneficiaries for any act of, or failure to act, of the Pension Board.
- K. **Pension Board Indemnity.** Metropolitan indemnifies and saves harmless the Pension Board from and against any and all loss resulting from liability to which the Pension Board, or the members of the Pension Board, may be subjected for any act or conduct (except willful misconduct or gross negligence) in the administration of this Plan, including their defense. This indemnification does not relieve any Library Retirement Pension Board member from any ERISA liability for breach of a fiduciary duty.
- L. **Personal Information.** Each Participant and each Beneficiary of a deceased Participant is required to furnish to the Pension Board such information as the Pension Board considers necessary or desirable to administer this Plan. A Participant's benefit is conditioned on the Participant's filing with the Pension Board correct and complete information.

Each Participant and each Beneficiary of a deceased Participant is responsible for correctly updating all his personal information. Any communication, statement or notice addressed to a Participant, or Beneficiary, as to his last updated information binds the Participant, or Beneficiary, for all purposes of this Plan.

- M. **Claim Procedures.** The Pension Board determines Participants', Spouses' and Beneficiaries' initial rights to benefits from this Plan. Effective

January 1, 2002 different claims procedures apply to claims for Disability Retirement Benefits and Claims for all other Benefits under the Plan.

(1) **Non-Disability Benefits.** If there is a dispute over benefits (other than Disability Retirement Benefits), the Participant, Spouse or Beneficiary may file a written claim for benefits with the Pension Board, provided that such claim is filed within 60 days of the date the Participant, Spouse or Beneficiary receives notification of the Pension Board or its delegate's determination.

(a) **Decision Notice.** If a claim is wholly or partially denied, the Pension Board or its delegate shall provide the claimant with a notice of denial, written in a manner calculated to be understood by the claimant and setting forth:

- (i) The specific reason for such denial;
- (ii) Specific references to the pertinent Plan provisions on which the denial is based;
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim with an explanation of why such material or information is necessary; and
- (iv) Appropriate information as to the steps to be taken if the claimant wishes to submit his or her claim for review.

(b) **Denial Time.** The notice of denial shall be given within a reasonable time period but no later than 90 days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such extension is required, written notice shall be furnished to claimant within 90 days of the date the claim was filed stating the specific circumstances requiring an extension of time and the date by which a decision on the claim can be expected, which shall be no more than 180 days from the date the claim was filed. If no notice of denial is provided as herein described, the claimant may appeal as though the claim had been denied.

(c) **Denial Appeal.** The claimant or his representative, or both, may appeal the denied claim and may:

- (i) Request a review upon written application to the Pension Board;

- (ii) Review pertinent documents; and
 - (iii) Submit issues and comments in writing, provided that such appeal is made within 90 days of the date the claimant receives notification of the denied claim.
- (d) **Appeal Notice.** Upon receipt of a request for review, the Pension Board shall, provide written notification of its decision to the claimant stating the specific reasons and referencing specific Plan provisions on which its decision is based. Such decision will be provided no later than the date of the meeting of the Pension Board which immediately follows the Plan's receipt of the appeal, unless the appeal is filed within 30 days before such meeting, in which case a decision will be made by no later than the date of the second meeting following the Plan's receipt of the appeal. If special circumstances require a further extension of time for processing the appeal, a decision shall be provided not later than the third meeting of the Pension Board the Plan's receipt of the appeal and the claimant will be advised in advance of the need for the extension.
- (e) **Arbitration.** In the event the claims review procedure described in this subsection does not result in an outcome document or if the Participant feels unfairly treated as a result of the administration of the plan, he or she may appeal to a third party neutral arbitrator. The Participant must appeal to an arbitrator within 60 days of receiving the Pension Board's decision and before bringing suit in court. The arbitrator shall be mutually selected by the Participant and Metropolitan from a list of arbitrators provided by the American Arbitration Association ("AAA"). If the parties are unable to agree on the selection of an arbitrator within ten (10) days of receiving the list from AAA, the AAA shall appoint an arbitrator. The arbitrator's review shall be limited to interpretation of the Plan document in the context of the particular facts involved and any financial award that may be granted by the arbitrator shall be limited to the maximum benefits stipulated in Articles X and XIV of this Plan. The Participant, the Pension Board's and Metropolitan agree to accept the award of the arbitrator hereunder and such award final, conclusive and binding on all interested parties, unless found by a court of competent jurisdiction, in a final judgment that is no longer subject to review or appeal, to be arbitrary and capricious. The costs of arbitration shall be paid by Metropolitan; the costs of

legal representation for the Participant or witness costs for the Participant shall be borne by the Participant.

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Plan, or to waive or fail to apply any requirements of eligibility for a benefit under the Plan. Nonetheless, the arbitrator shall have absolute discretion in the exercise of its powers in this Plan. Arbitration decisions will not establish binding precedent with respect to the administration or operation of the Plan.

- (2) **Disability Benefits.** In the event of a dispute over Disability Retirement Benefits, the Participant, Spouse or Beneficiary or his authorized representative, as applicable, may file a written claim for benefits with the Pension Board.

- (a) **Decision Notice.** If the Participant's, Spouse's or Beneficiary's claim for Disability Retirement Benefits is approved, such benefits will be payable in accordance with the terms of the Plan.

Conversely, if the Participant's, Spouse's or Beneficiary's claim for Disability Retirement Benefits is denied, the Pension Board shall notify the Participant, Spouse or Beneficiary, as applicable, of the Plan's adverse benefit determination no later than 45 days after receipt of the claim by this Plan. This period may be extended by the Pension Board for up to 30 days provided that the Pension Board determines that such an extension is necessary due to matters beyond the control of the Plan and the Participant, Spouse or Beneficiary, as applicable, is notified prior to the expiration of the initial 45 day period of the circumstances requiring the extension of time and the date by which the Pension Board expects to render a decision. If, prior to the first 30 day extension period, the Pension Board determines that, due to matters beyond the control of the Plan, a decision can not be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days provided that the Participant, Spouse or Beneficiary, as applicable, is notified prior to the expiration of the first 30 day extension period of the circumstances requiring the extension and the date as of which the Pension Board expects to render a decision. In the case of any extension, the notice of extension shall specifically explain the standards on which entitlement to a Disability Retirement Benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues and the Participant, Spouse or Beneficiary, as applicable, shall be

afforded at least 45 days within which to provide the specified information.

- (b) **Review Notice.** In the event a Participant, Spouse or Beneficiary, as applicable, appeals a benefit determination with the Administration Committee in accordance with Section (d) below, the Participant, Spouse or Beneficiary shall be notified of the Administration Committee's benefit determination on review within a reasonable period of time; provided, however, that such period shall not last more than 45 days or 90 days if an extension is required and proper notice is given to the Participant, Spouse or Beneficiary, as applicable.
- (c) **Disability Notice.** The Participant, Spouse or Beneficiary, as applicable, shall be provided with written or electronic notification of any adverse benefit determination. The notification shall set forth, in a manner calculated to be understood by the Participant, Spouse or Beneficiary, as applicable:
 - (i) the specific reason or reasons for the adverse determination;
 - (ii) reference to the specific Plan provisions on which the determination is based;
 - (iii) a description of any additional material or information necessary for the participant to perfect the claim and an explanation of why such material or information is necessary;
 - (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the participant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review; and
 - (v) the protocol relied upon in making the adverse determination.
- (d) **Appeal.**
 - (i) **Opportunity for Full and Fair Review.** A Participant, Spouse or Beneficiary, as applicable, or his authorized representative, shall be provided a reasonable opportunity to appeal an adverse benefit

determination with the Pension Board under which there will be a full and fair review of the claim and the adverse benefit determination. Accordingly:

- (A) A Participant, Spouse or Beneficiary, as applicable, will be provided 180 days following receipt of a notification of an adverse benefit determination within which to appeal such determination;
- (B) A Participant, Spouse or Beneficiary, as applicable, will be provided the opportunity to submit written comments, documents, records or other information relating to the claim of benefits on appeal;
- (C) A Participant, Spouse or Beneficiary, as applicable, will be provided, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;
- (D) A Participant, Spouse or Beneficiary, as applicable, may have an authorized representative act on his behalf in pursuing a benefit claim or appeal of an adverse benefit determination;
- (E) appellant review will take into account all comments, documents, records and other information submitted by the Participant, Spouse or Beneficiary, as applicable, relating to the claim without regard to other such information once submitted or considered in the initial benefit determination;
- (F) such appeal will not afford deference to the initial adverse benefit determination and will be conducted by the Pension Board, which is an appropriate Named Fiduciary of the Plan and which shall neither be the individual who made the adverse benefit determination that is subject to the appeal nor the subordinate of such individual (if he is a member of the Pension Board, he shall not

participate in the Pension Board's review of the appeal);

- (G) in the case of any appeal of an adverse benefit determination that is based in whole or in part on a medical judgment, the Participant, Spouse or Beneficiary, as applicable, shall be entitled to a review by the Pension Board based on the Pension Board's consultation with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment whereby such professional is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal nor the subordinate of any such individual; and
 - (H) Each Participant, Spouse or Beneficiary, as applicable, will be provided with the identity of the medical or vocational experts whose advice was obtained on behalf of this Plan in connection with the participant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.
- (e) **Notice Requirements Review.** The Participant, Spouse or Beneficiary, as applicable, shall be provided with written or electronic notification of the Plan's benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the Participant, Spouse or Beneficiary, as applicable:
- (i) the specific reason or reasons for the adverse determination;
 - (ii) reference to the specific Plan provisions on which the benefit determination is based;
 - (iii) a statement that the Participant, Spouse or Beneficiary, as applicable, is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits;

- (iv) a statement describing the Plan's appeals procedures, the right to obtain information about such procedures, and a statement of the Participant, Spouse or Beneficiary, as applicable, right to bring suit under ERISA;
- (v) the protocol relied upon in making the adverse determination;
- (vi) if the adverse benefit determination is based on a medical necessity or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- (vii) the following statement: You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office.

N. **Benefit Directions.** The Pension Board designates the individuals and amounts of payments to be made from the Trust Fund by the Trustee to such persons in such manner and at such time and in such amount as such Administrator may direct in writing, provided that the Trustee may withhold compliance with the Administrator's direction to the extent that, and so long as the Trustee shall deem such withholding necessary to insure payment of the Trustee's expenses or to protect the Trustee against liability for taxes or any other liability.

O. **Pension Board Designation.** Metropolitan notifies Pension Board member names and changes to the Trustee. The Trustee may assume the Pension Board members are the same as last reported by Metropolitan to the Trustee. The Pension Board furnishes the Trustee all information required for the Trustee to perform its duties and the Trustee is not required to verify the information so furnished. The Trustee is authorized to act on written instructions and is not liable or responsible for any payment made by it in good faith and in the exercise of reasonable care without knowledge of the changed conditions or status of the payee.

4.9 **Accounts.**

A. **Individual Accounts.** The Trustee maintains a separate Account or multiple Accounts for each Participant's Benefit from Participant

Contributions and interest thereon; however, such accounts are not segregated from other Plan assets.

Loans to Participants are prohibited.

The Pension Board makes its allocations, or requests the Trustee to make its allocations, to the Accounts of the Participants according to Subsection 4.9B.

- B. **Account Adjustments.** As of the end of each Plan Year the Pension Board adjusts Participant's Accounts for net income, gain or loss since the last adjustment. Participant Contributions during a Plan Year are not credited with interest in the contribution year.
 - C. **Individual Statement.** As soon as practicable after the end of each Plan Year the Pension Board delivers to each Participant (and to each Beneficiary) a statement of his Accrued Benefit as of that date and such other information ERISA requires be furnished the Participant or Beneficiary. No Participant, except a member of the Pension Board, has the right to inspect the records of any other Participant.
 - D. **Account Charged.** The Pension Board charges a participant's Account for all distributions to the Participant, to his Beneficiary or to an alternate payee. The Pension Board also charges a Participant's Account for administrative expenses incurred by this Plan directly related to such Account.
 - E. **Evidence.** The Pension Board and the Trustee are fully protected in acting and relying on certificates, affidavits, documents or other information presented by the proper party.
- 4.10 **Action Responsibility.** The Trustee and the Pension Board have no obligation or responsibility for any action required to be taken by Metropolitan, any Participant or Employee, or for any of them to act or make any payment or contribution, or provide any Plan benefit. This Plan does not require the Trustee or the Pension Board to collect or to determine the correctness of any Metropolitan contribution. The Trustee and the Pension Board have no obligation to inquire into any action or to act for others in the management, administration or operation of this Plan.
- 4.11 **Fiduciaries Not Insurers.** The Trustee, the Pension Board and Metropolitan do not guarantee the Trust Fund from loss or depreciation. Metropolitan does not guarantee the payment of any money to any person from the Trust Fund. The Pension Board's and the Trustee's responsibility to make any payment from the Trust Fund is limited to the then available assets of the Trust Fund.
- 4.12 **Amendment/Termination.**

- A. **Amendment.** Metropolitan has the right at any time to amend this Plan; however, any amendment which affects the rights, duties of responsibilities of the Trustee or Pension Board may only be made with the Trustee's and/or Pension Board's written consent. Any such amendment becomes effective by its execution.
- B. **Exclusive Benefit.** No Plan amendment is effective if it authorizes or permits any part of this Plan (other than as required to pay taxes and administration expenses) to be used or diverted other than for the exclusive benefit of the Participants and their Beneficiaries or reduces a Participant's accrued benefit; or permits any reversion to Metropolitan.
- C. **Discontinuance.** Metropolitan has the right, at any time, to suspend or discontinue its Plan contributions and to terminate this Plan. The Plan terminates on the first of the following:
- (1) The date terminated by action of Metropolitan;
 - (2) The dissolution or merger of Metropolitan, unless the successor agrees to continue this Plan, and the successor substitutes itself as Metropolitan. Any Plan termination is not effective until there is compliance with any applicable ERISA notice requirements.
- D. **Termination Vesting.** When Metropolitan terminates this Plan or completely discontinues its contributions to this Plan, each affected Participant's right to his Accrued Benefit is 100% Nonforfeitable.
- E. **Termination.** When this Plan terminates (effective for Plan terminations on or after January 1, 2006), the distribution provisions of the Plan remain operative, with the following exceptions:
- (1) if the present value of the Participant's Nonforfeitable Accrued Benefit is less than \$1,000, the Trustee distributes the Participant's Nonforfeitable Accrued Benefit to him in lump sum as soon as administratively practicable; and
 - (2) if the present value of the Participant's Nonforfeitable Accrued Benefit \$1,000 or more, the Participant or the Beneficiary may elect to have distribution of his Nonforfeitable Accrued Benefit start as soon as administratively practicable after the Plan terminates.

To liquidate this Plan, the Trustee purchases a deferred annuity contract for each Participant to protect the Participant's distribution rights, if the Participant's Nonforfeitable Accrued Benefit is \$1,000 or more and the Participant does not elect an immediate distribution.

This Plan continues until all benefits are distributed. A freeze of all future benefit accruals is not a Plan termination.

- 4.13 **Contribution Investments.** Metropolitan intends to make contributions to comply with this Plan. Metropolitan's and Participant's contributions and their investment performance less distribution are the "Trust Fund". The Trustee has no duty or responsibility to compel Metropolitan to make contributions and is accountable only for cash, income or other property actually received by it.

4.14 **Trustee.**

- A. **Trustee As Named Fiduciary.** Metropolitan hereby appoints the Trustee as named fiduciary of this Plan with the authority to control and manage the Trust Fund and Plan distributions.
- B. **Fiduciary Duties.** The Plan fiduciaries discharge their duties exclusively to provide benefits for Participants and their Beneficiaries.
- C. **Investment Standard.** The Trust Fund, except estimated amounts for current payments and expenses, is invested and reinvested by the Trustee without distinction between principal and income. The Trustee is authorized to invest the Trust Fund in any property, real, personal, or mixed, in which an individual may invest his own funds with care, prudence and diligence under the circumstances then prevailing that a prudent man, acting in a like capacity and familiar in such matters, would use in the conduct of an enterprise of a like character with like aims; by diversifying the investment so as to minimize the risk of large losses unless under the circumstances it is clearly prudent not to do so; and in according to this Plan.
- D. **Trustee Powers.** The Trustee is authorized and empowered to:
- (1) Sell, exchange, convey transfer or dispose of and also grant options for property whether real or personal, at any time held by it, and any sale may be made by private contract or by public auction, and no person dealing with the Trustee is bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;
 - (2) Retain, manage, operate, repair and improve and to mortgage or lease for any period, and on such terms as the Trustee deems proper any real estate or personal property held by the Trustee, including power to demolish any building or other improvements in whole or in part and to erect buildings or other improvements in whole or in part and make leases extending beyond the term of this Plan; and foreclose, extend, renew, assign, release or partially release and discharge mortgages or other liens;

- (3) Compromise, compound and settle any debt or obligation due from third persons to it or to third persons from it as Trustee, and reduce the rate of interest on, extend or otherwise modify, or foreclose upon default or otherwise to enforce such obligation;
- (4) Vote in person or by proxy, with or without power of substitution, on any stocks, bonds, or other securities held by it; exercise any options appurtenant to any stocks, bonds or other securities for the conversion thereof into other stocks, bonds or securities, or exercise any rights to subscribe for additional stocks, bonds or other securities and make any and all necessary payments thereof; join in, dissent from or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties in which it may be interested as Trustee, on such terms and conditions as it deems wise and accept any securities which may be issued for any such reorganization, recapitalization, consolidation, sale or merger and thereafter hold same;
- (5) Make, enforce any rights, obligation or claim in its discretion and, in general, protect in any way the interests of the Trust Fund, either before or after default, and, if it considers such action for the best interests of the Trust Fund in its discretion abstain from the enforcement of any right, obligation or claim to abandon any property, whether real or personal, which it may hold;
- (6) Make, execute, acknowledge and deliver any and all deeds, leases, assignments, documents of transfer and conveyance, documents of release and satisfaction and any and all other instruments that may be necessary or appropriate to carry out its powers to this Plan;
- (7) Borrow from anyone, including the Trustee if approved by the Pension Board, such sums or sum from time to time as the Trustee considers necessary or desirable and for the best interest of the Trust Fund and for that purpose to mortgage or pledge all or any part of the Trust Fund;
- (8) Cause any investment in the trust fund to be registered in, or transferred into, its name as Trustee, or the names of its nominee or nominees or to retain them unregistered or in form permitting transferability by delivery as long as the books and records of the Trustee at all times show that all such investments are part of the Trust Fund;
- (9) Retain in cash or other property unproductive of income of the Trust Fund as deemed advisable, without liability therefore;

- (10) Acquire property returning no income or slight income, or Retain any such property as long as the Trustee deems advisable;
- (11) Consult with counsel, who may be counsel to Metropolitan and in so doing be fully protected in acting on the advice of such counsel;
- (12) Continue to exercise any powers and discretion for the Trust Fund granted for a reasonable time after the termination of this Plan;
- (13) Perform all acts which it deems necessary or proper and to exercise any and all powers of the Trustee on such terms and conditions as it deems for the best interests of the Trust Fund. In addition to the powers and authorities herein elsewhere granted, except as herein expressly provided otherwise; the Trustee has the powers, authorities and discretions set forth in the laws of the State of Oklahoma in so far as applicable to this Plan. The powers and authorities granted to the Trustee are not limited by the Trustee being a bank or other financial institution, and no Trustee duly appointed, qualified and acting is subject to limitations or restrictions imposed upon a bank or other financial institution or upon fiduciaries generally for this type of investment of any such institution. Specifically, the Trustee may retain, acquire, or otherwise deal in any of its own capital stock if it is so expressly directed by the Pension Board, and may retain, acquire, or otherwise deal in stock for which it is registrar, transfer agent, and the like, may deposit trust funds with itself as a bank; may contract or otherwise enter into transactions between itself as Trustee and as a bank or between itself as Trustee and any other institution for which it then, therefore or thereafter may be acting as Trustee, subject to the laws of the State of Oklahoma.

E. Record Maintenance. The Trustee maintains true and accurate records and accounts reflecting all receipts and disbursements made by it by this Plan and containing a description of all assets it holds.

Such records and accounts shall be open to the Metropolitan inspection at all reasonable times and may be audited by Metropolitan or its designated accountants. Within 60 days after the end of each Plan Year, and as Metropolitan requests in writing to the Trustee, the Trustee delivers to Metropolitan a report and account in writing for the period from the last previous report and the approval of any such report and account by Metropolitan is a full acquittance and discharge of the Trustee for the matters therein. Upon the expiration of 90 days after the filing of such report and account, or on Metropolitan's earlier specific approval, the Trustee is released and discharged from all liability and accountability except for actual fraud, to anyone for the propriety

of its acts and transactions shown in such report and account except for any such acts and transactions as to which Metropolitan, within such 90 day period, file written objection with the Trustee. The Trustee may also have its accounts judicially settled by a court of competent jurisdiction, in which the Trustee and Metropolitan are the only necessary parties.

- F. **Duty Delegation.** The Trustee may employ such agents, attorneys (who may be counsel for Metropolitan), actuaries, auditors, clerical and other assistants as, in its judgment, are necessary or desirable for the proper administration of the Trust Fund and to advise the Trustee, and pay them a reasonable compensation from the Trust Fund; and may delegate to any person so employed any ministerial power or duty of the Trustee.
- G. **Trustee Indemnification.** The Trustee may institute, maintain or defend any litigation necessary for the administration of the Trust Fund, but the Trustee has no duty or obligation to do so unless it is indemnified to its satisfaction against all expenses and liabilities it may sustain or reasonably anticipate, and unless the Trustee is paid a reasonable compensation for its own extraordinary services.
- H. **Trustee Reimbursement.** The Trustee is reimbursed for all of its expenses, and is paid reasonable compensation agreed by Metropolitan and the Trustee. Such expenses and compensation are paid from the Trust Fund, if not paid by Metropolitan.
- I. **Trust Fund Application.** No person is obliged to see to the application of any money or property delivered to the Trustee, and no person is required to take cognizance of the provisions of this Plan. The certificate of the Trustee, with its corporate seal, signed by a duly authorized officer, may be received by any person dealing with the Trustee as conclusive evidence of any matter relating to this Plan or its administration. In general each person dealing with the Trustee may act upon any advice, request or representation in writing by the Trustee, or the Trustee's duly authorized agent, and is not liable to any person in so doing. In case of doubt as to whether the Trustee has or has not been granted a specific power not enumerated hereunder, the certificate of the Trustee that the exercise of such power is necessary or desirable for the proper administration or distribution of the Trust Fund is conclusive for all persons dealing with the Trustee to the same extent as if such power had been specifically granted to the Trustee.
- J. **Certification.** The Trustee may require any certificate, notice or other instrument of information believed by it to be necessary to perform its duties in this Plan and may rely and act upon the basis of any such certificate, notice, instrument or other information furnished to the Trustee which it believes to be reliable and to have been signed, made, or presented

by the proper party or parties, except that any action herein permitted or required to be taken by the property party or parties, or any action herein permitted or required to be taken by the proper party or parties, or any action herein permitted or required to be taken by Metropolitan shall be by resolution of its Board of Directors or by a person authorized by resolution of its Board of Directors to take such action.

- K. **Pension Board Direction.** The Trustee is not liable for its action in making payment or delivery of any cash or other property to any person at the direction of the Pension Board and, if there is litigation, the Trustee is not liable for declining to make delivery thereof until final adjudication is made in a court of competent jurisdiction.
- L. **Duty Division.** The Trustee is not responsible for any acts or omissions of the Pension Board. The Trustee has no duty to inquire into any rule, regulation, instruction, direction or order purporting to have been issued by the Pension Board and to be duly signed by the Pension Board; and any certificate duly signed by the Pension Board, purporting to evidence any such instruction, direction, or order, shall be accepted by the Trustee as conclusive proof thereof. The Trustee is fully protected in acting in good faith upon any notice, resolution, instruction, direction, order, certificate, opinion, letter, telegram or other document believed by the Trustee to be genuine and to be the act of the Pension Board.
- M. **No Bond.** No bond is required of the Trustee except as provided by law.
- N. **Trustee Resignation.** The Trustee may resign at anytime upon giving 30 days prior written notice to Metropolitan or, with the consent of Metropolitan, a Trustee may resign with less than 30 days prior notice.
- O. **Trustee Removal.** Metropolitan may remove the Trustee by giving at least 30 days prior written notice to such Trustee.
- P. **Successor Trustee Appointment.** If there is a Trustee removal or resignation, Metropolitan appoints and designates a successor Trustee which may be one or more individual successor Trustees, or a bank or trust company organized by the laws of the United States or of any state thereof, with authority to accept and execute trusts.
- Q. **Trust Fund Property Title.** Title to all property and records or true copies of such records necessary to the current operation of the Trust Fund vest in any acting successor Trustee, without the execution or filing of any further instrument. Any resigning or removed Trustee shall execute all instruments and do all acts necessary to vest such title in any successor Trustee. Each successor Trustee has, exercises, and enjoys all powers, both discretionary and ministerial conferred upon its predecessor. No successor Trustee is obliged to examine the accounts, records and acts of

any previous Trustee, and each successor Trustee is not responsible for any action or omission to act by any previous Trustee. The word "Trustee" includes the original and any successor Trustee, whether corporate or individual. Any corporation resulting from any merger or consolidation to which the Trustee may be a party or succeeding to the trust business of the Trustee, or to which substantially all the trust assets of the Trustee may be transferred, is the successor to the Trustee without any further act or formality with like effect as if such successor Trustee had originally been named Trustee; and in any such event it is not necessary for the Trustee or any successor Trustee to give notice thereof to any person, and any requirement, statutory or otherwise, that notice shall be given is hereby waived.

- R. **Responsibility Division.** Metropolitan assumes no obligation or responsibility for any act or omission of the Trustee. The Trustee assumes no obligation or responsibility for any action required by this Plan for Metropolitan or the Pension Board. No personal liability attaches to or is incurred by any member, officer or director, of Metropolitan under this Plan except as provided by the Code. The duties, obligations and rights of the Trustee are limited to and by this Plan, however, Metropolitan agrees to deliver to the Trustee a copy of each amendment to this Plan within 30 days of the date of such amendment duly certified by an officer of Metropolitan.

4.15 **Investment Manager(s).**

- A. **Appointment.** Metropolitan may appoint one or more investment managers to manage the investment of the Trust Fund. Each investment manager must acknowledge in writing that it is a Plan Fiduciary for the Trust Fund.
- B. **Trustee Liability.** If Metropolitan appoints an investment manager, the Trustee is not liable for acts or omission of such Trust Fund manager and has no liability to invest or otherwise manage any asset of the Trust Fund managed by the investment manager.

- 4.16 **Fiduciary Acceptance.** Despite anything else, each Plan Fiduciary acknowledges, by executing this Plan, to act as a Plan Fiduciary and be responsible for carrying out his own duties according to this Plan. Each Plan Fiduciary is responsible for the actions or failure to act of all other Plan Fiduciaries if he participates, approves, acquiesces in or conceals a breach committed by another such Plan Fiduciary; or if his failure to exercise reasonable care in the administration of his own duties enable the breach to be committed.

Each Plan Fiduciary is required to act prudently in the delegation or allocation of responsibilities to other persons. The Trustee is responsible for participating in the administration of this Plan and

for exercising reasonable care to prevent the other from committing a breach. If this Plan or any Pension Board written rule or direction allocates responsibilities among Plan Fiduciaries, only the Plan Fiduciary to whom the responsibilities are delegated is responsible for the breach unless the other Plan Fiduciaries knowingly participate therein. Plan Fiduciaries have a duty to conduct a periodic review to assure delegated duties and responsibilities are being properly carried out by all persons acting as Plan Fiduciaries and by all persons to whom any such duties and responsibilities are delegated. If an investment manager other than the Trustee is appointed by Metropolitan, the Trustee is not liable for the acts or omissions of such investment manager, or be under any obligation to invest or manage the Plan assets subject to management by an investment manager. Nothing in this Plan is deemed to enlarge the responsibilities or liabilities of any Plan Fiduciary beyond those imposed by the Code and all its Regulations.

- 4.17 **Life Insurance Purchases.** The Pension Board may direct the Trustee to purchase legal life insurance contracts for this Plan, and the Trustee is not liable for following such directions. If Plan assets are directed to group investment contracts, the issuing insurance companies are Investment Managers for funds so directed.
- 4.18 **Trust Situs.** This Plan is administered in the United States of America, and its validity, construction and all rights hereunder are governed by the laws of the United States under the Code. The Plan shall be administered by the laws of the State of Oklahoma to the extent not preempted by Federal Law. If any provisions of this Plan are held invalid or unenforceable, the remaining provisions continue to be fully effective.
- 4.19 **Notice Waiver.** Any person entitled to notice may waive the notice, unless the Code or its Regulations prescribe the notice or ERISA specifically or impliedly prohibits such a waiver.
- 4.20 **Successors.** This Plan is binding on all persons entitled to Plan benefits, Metropolitan, the Trustee, the Pension Board, and their respective heirs, legal representatives, successors and assigns.
- 4.21 **Word Usage.** Masculine words include feminine, the plural words include the singular and the singular include the plural.
- 4.22 **Employment Not Guaranteed.** Nothing in this Plan is an employment contract or the right to continue employment with Metropolitan.
- 4.23 **Exclusive Benefit.** Except expressly in this Plan, no Plan asset may ever revert to Metropolitan before the satisfaction of all liabilities for the Participants and their

Beneficiaries or be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their Beneficiaries.

- 4.24 **Benefit Suspension.** This Plan does not apply the suspension of benefit rules of ERISA § 203(a)(3)(B).
- 4.25 **Information Available.** Any Participant or any Beneficiary may examine copies of the Plan description, latest annual report, any bargaining agreement, this Plan, contract or any other instrument by which the Plan was established or is operated. The Pension Board maintains all of the items listed in this subsection in its office or in such other place or places as it may designate from time to time, for examination during reasonable business hours. On the written request of a Participant or Beneficiary the Pension Board furnishes him with a copy of any item listed in this subsection. The Pension Board may make a reasonable charge to the requesting person for the copies so furnished.
- 4.26 **Counterparts.** This Plan may be executed in any number of counterparts, each of which shall be an original, and all of which together constitute one and the same instrument. A copy hereof, conformed with the signatures of the parties hereto and certified by the Trustee or a copy hereof, with facsimile signatures of the parties hereto, may be used for any purpose without production of an original counterpart.
- 4.27 **Definitions.** The following are definitions for this Section and for this Plan.
- A. "Trust Fund" is all property of this Plan for the payment of benefits.
 - B. "Trustee" is Bank of Oklahoma.

In Witness Whereof, Metropolitan and the Trustee have caused these present to be signed
by their duly authorized officers on _____, _____.

METROPOLITAN LIBRARY SYSTEM

By: _____

Bank of Oklahoma

By: _____
TRUSTEE

**AMENDMENT FOR THE FINAL 415 REGULATIONS
METROPOLITAN LIBRARY SYSTEM PENSION PLAN**

**ARTICLE I
PREAMBLE**

- 1.1 **Effective date of Amendment.** This Amendment is effective for limitation years and plan years beginning on or after **July 1, 2007**, except as otherwise provided herein.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates the final Code §415 Regulation provisions).

**ARTICLE II
EMPLOYER ELECTIONS**

Default Provisions. Unless the Employer elects otherwise in this Article, the following defaults will apply:

- a. The transition rule of Section 101(d)(3) of the Pension Funding Equity Act (PFEA), as described in IRS Notice 2004-78, will not be used.
- b. The "Defined Benefit Dollar Limitation" is **not** adjusted after a Participant has a "Severance from Employment."
- c. The provisions of the Plan setting forth the definition of compensation for purposes of Code Section 415 (hereinafter referred to as "415 Compensation"), as well as compensation for purposes of determining highly compensated employees pursuant to Code Section 414(q), is modified by (1) including payments for unused sick, vacation or other leave, (2) including payments from nonqualified unfunded deferred compensation plans, (3) excluding salary continuation payments for participants on military service, and (4) excluding salary continuation payments for disabled participants.
- d. The "first few weeks rule" does not apply for purposes of 415 Compensation (Amendment Section 3.3).
- e. The provision of the Plan setting forth the definition of compensation for benefit purposes (hereinafter referred to as "Plan Compensation") is modified to provide for the same adjustments to Plan Compensation that are made to 415 Compensation pursuant to this Amendment.

- 2.1 **415 Compensation and Plan Compensation.** In lieu of the default provisions above, the following apply: (select all that apply; if no selections are made, then the defaults apply)

415 Compensation. (select all that apply):

- a. ☐ Exclude leave cashouts (Section 3.2(b))
- b. ☐ Exclude deferred compensation (Section 3.2(c))
- c. ☐ Include military continuation payments (Section 3.2(d))
- d. ☐ Include disability continuation payments (Section 3.2(e)):
 - 1. ☐ For Nonhighly Compensated Employees only
 - 2. ☐ For all participants and the salary continuation will continue for the following fixed or determinable period: _____
- e. ☐ Apply the administrative delay ("first few weeks") rule (Section 3.3)

Plan Compensation. (select f. or all that apply in g. – m.):

- f. ☐ No change from existing Plan provisions

OR

- g. ☐ Exclude all post-severance compensation
- h. ☐ Exclude post-severance regular pay
- i. ☐ Exclude leave cashouts
- j. ☐ Exclude deferred compensation
- k. ☐ Include military continuation payments
- l. ☐ Include disability continuation payments:
 - 1. ☐ For Nonhighly Compensated Employees only
 - 2. ☐ For all participants and the salary continuation will continue for the following fixed or determinable period: _____
- m. ☐ Other _____ (describe)

Special Effective Date. The definition of Plan Compensation is modified as set forth herein effective as of the same date as the 415 Compensation change is effective unless otherwise specified:

- n. ☐ _____ (enter the effective date).

- 2.2 **PFEA Transition rule.** The transition rule of Section 101(d)(3) of the Pension Funding Equity Act (PFEA), as described in IRS Notice 2004-78, sets out a transition period during which a plan is permitted to pay a benefit subject to Code Section 417(e)(3) in an amount that would be higher than what is otherwise permitted under Code Section 415. This higher amount is the lesser of the transition amount as calculated and the benefit calculated under the terms of the plan reflecting the limitations of Code Section 415 disregarding the enactment of PFEA. The transition rule will not apply unless selected below.

- ☐ The transition rule applies, which sets the 2003 Code Section 415 limit calculation as a minimum Code Section 415 limit applicable to the 2004 Plan Year.

- 2.3 **Adjustment to dollar limit after date of severance.** In the case of a Participant who has had a "Severance from Employment" with the Employer, the "Defined Benefit Dollar Limitation" applicable to the Participant in any "Limitation Year" beginning after the date of severance shall **not** be automatically adjusted under Code Section 415(d) unless otherwise elected below.

- ☐ The "Defined Benefit Dollar Limitation" **shall** be automatically adjusted.

**ARTICLE III
415 COMPENSATION**

- 3.1 **Effective date.** The provisions of this Article III shall apply to "Limitation Years" beginning on and after July 1, 2007.
- 3.2 **415 Compensation paid after "Severance from Employment."** 415 Compensation shall be adjusted, as set forth herein and as otherwise elected in Article II, 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 Section 414(b), (c), (m) or (o)). However, amounts described in subsections (a), (b) and (c) below may only be included in 415 Compensation to the extent such amounts are paid by the later of 2 1/2 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 from Employment" that is not described in the following types of compensation is not considered 415 Compensation within the meaning of Code Section 415(c)(3), even if payment is made within the time period specified above.
- (a) **Regular pay.** 415 Compensation shall include regular pay after "Severance from Employment" if:
- (1) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and
 - (2) The payment would have been paid to the Participant prior to a "Severance from Employment" if the Participant had continued in employment with the Employer.
- (b) **Leave cashouts.** Leave cashouts shall be included in 415 Compensation, unless otherwise elected in Section 2.1 of this Amendment, if those amounts would have been included in the definition of 415 Compensation if they were paid prior to the Participant's "Severance from Employment," and the amounts are payment for unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued.
- (c) **Deferred Compensation.** Unless otherwise elected in Section 2.1 of this Amendment, 415 Compensation will include deferred compensation if the compensation would have been included in the definition of 415 Compensation if it had been paid prior to the Participant's "Severance from Employment," and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.
- (d) **Salary continuation payments for military service Participants.** 415 Compensation does not include, unless otherwise elected in Section 2.1 of this Amendment, payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code Section 414(u)(1)) to the extent those payments do not exceed the

amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

- (e) **Salary continuation payments for disabled Participants.** Unless otherwise elected in Section 2.1 of this Amendment, 415 Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code Section 22(e)(3)). If elected, this provision shall apply to either just non-highly compensated Participants or to all Participants for the period specified in Section 2.1 of this Amendment.

- 3.3 **Administrative delay ("the first few weeks") rule.** 415 Compensation for a "Limitation Year" shall not include, unless otherwise elected in Section 2.1 of this Amendment, amounts earned but not paid during the "Limitation Year" solely because of the timing of pay periods and pay dates. However, if elected in Section 2.1 of this Amendment, 415 Compensation for a "Limitation Year" shall include amounts earned but not paid during the "Limitation Year" solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next "Limitation Year," the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants, and no compensation is included in more than one "Limitation Year."
- 3.4 **Inclusion of certain nonqualified deferred compensation amounts.** If the Plan's definition of Compensation for purposes of Code Section 415 is the definition in Regulations Section 1.415(c)-2(b) (Regulations Section 1.415-2(d)(2) under the Regulations in effect for "Limitation Years" beginning prior to July 1, 2007) and the simplified compensation definition of Regulations Section 1.415(c)-2(d)(2) (Regulations Section 1.415-2(d)(10) under the Regulations in effect for "Limitation Years" prior to July 1, 2007) is not used, then 415 Compensation shall include amounts that are includible in the gross income of a Participant under the rules of Code Section 409A or Code Section 457(f)(1)(A) or because the amounts are constructively received by the Participant.
- 3.5 **Back Pay.** Payments awarded by an administrative agency or court or pursuant to a bona fide agreement by an Employer to compensate an Employee for lost wages are 415 Compensation for the "Limitation Year" to which the back pay relates, but only to the extent such payments represent wages and compensation that would otherwise be included in 415 Compensation under this Article.
- 3.6 **Change of "Limitation Year."** The "Limitation Year" may only be changed by a Plan amendment.

ARTICLE IV PLAN COMPENSATION

- 4.1 **Compensation paid after "Severance from Employment."** Compensation for purposes of benefits (hereinafter referred to as Plan Compensation) shall be adjusted, unless otherwise elected in Amendment Section 2.1, in the same manner as 415 Compensation pursuant to Article III of this Amendment if those amounts would have been included in Compensation if they were paid prior to the Participant's "Severance from Employment," except in applying Article III, the term "Limitation Year" shall be replaced with the term "Plan Year" and the term "415 Compensation" shall be replaced with the term "Plan Compensation."

- 4.2 **Effective date of Plan Compensation provisions.** The provisions of this Article shall apply for Plan Years beginning on and after July 1, 2007, unless another effective date is specified in Section 2.1 of this Amendment.

ARTICLE V

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ARTICLE VI CODE SECTION 415 LIMITATIONS

6.1 Annual Benefit.

- (a) **Effective date.** The limitations of this Article apply in "Limitation Years" beginning on or after July 1, 2007, except as otherwise provided herein.
- (b) **"Annual Benefit."** The "Annual Benefit" otherwise payable to a Participant under the Plan at any time shall not exceed the "Maximum Permissible Benefit."
- (c) **Adjustment if in two defined benefit plans.** If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a "Predecessor Employer," the sum of the Participant's "Annual Benefits" from all such plans may not exceed the "Maximum Permissible Benefit." Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the "Maximum Permissible Benefit" applicable at that age, the Employer shall limit a Participant's benefit in accordance with the terms of the Plans.
- (d) **Grandfather of limits prior to July 1, 2007.** The application of the provisions of this Article shall not cause the "Maximum Permissible Benefit" for any Participant to be less than the Participant's Accrued Benefit under all the defined benefit plans of the Employer or a "Predecessor Employer" as of the end of the last "Limitation Year" beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, Regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last "Limitation Year" beginning before July 1, 2007, as described in Regulations Section 1.415(a)-1(g)(4).
- (e) **Other rules applicable.** The limitations of this Article shall be determined and applied taking into account the rules in Amendment Section 6.3.

6.2 Definitions. For purposes of this Amendment, the following definitions apply.

- (a) **Annual Benefit.** "Annual Benefit" means a benefit that is payable annually in the form of a "Straight Life Annuity." Except as provided below, where a benefit is payable in a form other than a "Straight Life Annuity," the benefit shall be adjusted to an actuarially equivalent "Straight Life Annuity" that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the "Annual Benefit" shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the

other Annuity Starting Dates. For this purpose, the determination of whether a new Annuity Starting Date has occurred shall be made without regard to Regulations Section 1.401(a)-20, Q&A 10(d), and with regard to Regulations Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any "Limitation Year" shall not exceed the limits of this Article applicable at the Annuity Starting Date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the "Annual Benefit" shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant Regulations Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to Employee contributions or rollover contributions (as defined in Regulation Section 1.415(b)-1).

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a "Straight Life Annuity" shall be made in accordance with (1) or (2) below.

(1) **Benefit forms not subject to Code Section 417(e)(3).** The "Straight Life Annuity" that is actuarially equivalent to the Participant's form of benefit shall be determined under this subsection (1) if the form of the Participant's benefit is either (a) a nondecreasing annuity (other than a "Straight Life Annuity") payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (b) an annuity that decreases during the life of the Participant merely because of (1) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (2) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) **"Limitation Years" beginning before July 1, 2007.** For "Limitation Years" beginning before July 1, 2007, the actuarially equivalent "Straight Life Annuity" is equal to the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(ii) **"Limitation Years" beginning on or after July 1, 2007.** For "Limitation Years" beginning on or after July 1, 2007, the actuarially

equivalent "Straight Life Annuity" is equal to the greater of (I) the annual amount of the "Straight Life Annuity" (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and (II) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5% interest rate assumption and the applicable mortality table defined in the Plan for that Annuity Starting Date.

(2) **Benefit Forms Subject to Code Section 417(e)(3).** The "Straight Life Annuity" that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Amendment Section 6.2(a)(1) above. In this case, the actuarially equivalent "Straight Life Annuity" shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent "Straight Life Annuity" is equal to the greatest of (I) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; (II) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in the Plan; and (III) the annual amount of the "Straight Life Annuity" commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate and applicable mortality table defined in the Plan, divided by 1.05.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, except as provided in the transition rule of (iii) below (if elected), the actuarially equivalent "Straight Life Annuity" is equal to the annual amount of the "Straight Life Annuity" commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate and mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and (II) a 5.5% interest rate assumption and the applicable mortality table defined in the Plan.

(b) **Intentionally left blank**

(c) **Defined Benefit Dollar Limitation.** "Defined Benefit Dollar Limitation" means, effective for "Limitation Years" ending after December 31, 2001, \$160,000, automatically adjusted under Code Section 415(d), effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a "Straight Life Annuity." The new limitation shall apply to "Limitation Years" ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. If elected by the Employer in Amendment

Section 2.3, the automatic annual adjustment of the "Defined Benefit Dollar Limitation" under Code Section 415(d) shall apply to Participants who have had a separation from employment.

(d) **Employer.** "Employer" means, for purposes of this Article, the Employer that has adopted the Plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer.** "Formerly Affiliated Plan of the Employer" means a plan that, immediately prior to the cessation of affiliation, was actually maintained by the Employer and, immediately after the cessation of affiliation, is not actually maintained by the Employer. For this purpose, "cessation of affiliation" means the event that (i) causes an entity to no longer be considered the Employer, such as the sale of a member of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or (ii) causes a plan to not actually be maintained by the Employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Intentionally left blank.**

(g) **Limitation Year.** "Limitation Year" means the period specified in the Plan that is used to apply the Code Section 415 limitations.

(h) **Maximum Permissible Benefit.** "Maximum Permissible Benefit" means the "Defined Benefit Dollar Limitation" (adjusted where required, as provided below).

(1) **Adjustment for Less Than 10 Years of Participation or Service:** If the Participant has less than 10 years of participation in the Plan, the "Defined Benefit Dollar Limitation" shall be multiplied by a fraction -- (i) the numerator of which is the number of "Years of Participation" in the Plan (or part thereof, but not less than one year), and (ii) the denominator of which is ten (10). This adjustment shall not apply to a Participant's benefit payable on account of Participant becoming disabled by reason of personal injuries or sickness, or as a result of the death of the Participant.

(2) **Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62 or after Age 65:** Effective for benefits commencing in "Limitation Years" ending after December 31, 2001, the "Defined Benefit Dollar Limitation" shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the "Defined Benefit Dollar Limitation" shall be adjusted under section 6.2(h)(2)(i), as modified by Amendment Section 6.2(h)(2)(iii). If the Annuity Starting Date is after age 65, the "Defined Benefit Dollar Limitation" shall be adjusted under Amendment Section 6.2(h)(2)(ii), as modified by Amendment Section 6.2(h)(2)(iii).

(i) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement Before Age 62:

(I) "Limitation Years" beginning before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the applicable mortality table as defined in the Plan.

(II) "Limitation Years" beginning on or after July 1, 2007.

(A) Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five-percent (5%) interest rate assumption and the applicable mortality table for the Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

(B) Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan has an immediately commencing "Straight Life Annuity" payable at both age 62 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the lesser of the limitation determined under Amendment Section 6.2(h)(2)(i)(II)(A) and the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) multiplied by

the ratio of the annual amount of the immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing "Straight Life Annuity" under the Plan at age 62, both determined without applying the limitations of this article.

(III) The adjustment under Section 6.2(h)(2)(i) shall not apply to a Participant's benefit payable on account of Participant becoming disabled by reason of personal injuries or sickness, or as a result of the death of the Participant.

(ii) Adjustment of "Defined Benefit Dollar Limitation" for Benefit Commencement After Age 65:

(I) "Limitation Years" beginning before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the "Defined Benefit Dollar Limitation" for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate and mortality table (or other tabular factor) specified in the Plan; or (2) a five-percent (5%) interest rate assumption and the applicable mortality table as defined in the Plan.

(II) "Limitation Years" beginning on or after July 1, 2007.

(A) Plan Does Not Have Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the Plan does not have an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a "Straight Life Annuity" commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than 10, if required), with actuarial equivalence computed using a 5% interest rate assumption and the applicable mortality table for that Annuity Starting Date as defined in the Plan (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

(B) Plan Has Immediately Commencing "Straight Life Annuity" Payable at both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a "Limitation Year" beginning on or after July 1, 2007, and the plan has an immediately commencing "Straight Life Annuity" payable at both age 65 and the age of benefit commencement, the "Defined Benefit Dollar Limitation" at the Participant's Annuity Starting Date is the lesser of the limitation determined under Amendment Section 6.2(h)(2)(ii)(II)(A) and the "Defined Benefit Dollar Limitation" (adjusted under Amendment Section 6.2(h)(1) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing "Straight Life Annuity" under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing "Straight Life Annuity" under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing "Straight Life Annuity" under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Amendment Section 6.2(h)(2), no adjustment shall be made to the "Defined Benefit Dollar Limitation" to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(3) Minimum benefit permitted: Notwithstanding anything else in this Section to the contrary, the benefit otherwise payable to a Participant under this Plan shall be deemed not to exceed the "Maximum Permissible Benefit" if:

(i) the retirement benefits payable for a "Limitation Year" under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed \$10,000 multiplied by a fraction – (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service

(not to exceed ten (10)) with the Employer, and (II) the denominator of which is ten (10); and

(ii) the Employer (or a "Predecessor Employer") has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory Employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for post-retirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(i) **Predecessor Employer.** "Predecessor Employer" means, with respect to a Participant, a former employer of such Participant if the Employer maintains a Plan that provides a benefit which the Participant accrued while performing services for the former employer. A former entity that antedates the Employer is also a "Predecessor Employer" with respect to a Participant if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity. For this purpose, the formerly affiliated plan rules in Regulations Section 1.415(f)-1(b)(2) apply as if the Employer and "Predecessor Employer" constituted a single employer under the rules described in Regulations Section 1.415(a)-1(f)(1) and (2) immediately prior to the cessation of affiliation (and as if they constituted two, unrelated employers under the rules described in Regulations Section 1.415(a)-1(f)(1) and (2) immediately after the cessation of affiliation) and cessation of affiliation was the event that gives rise to the "Predecessor Employer" relationship, such as a transfer of benefits or plan sponsorship.

(j) **Severance from Employment.** "Severance from Employment" means, with respect to any individual, cessation from being an Employee of the Employer maintaining the Plan. An Employee does not have a "Severance from Employment" if, in connection with a change of employment, the Employee's new employer maintains the Plan with respect to the Employee.

(k) **Straight Life Annuity.** "Straight Life Annuity" means an annuity payable in equal installments for the life of a Participant that terminates upon the Participant's death.

(l) **Year of Participation.** "Year of Participation" means, with respect to a Participant, each accrual computation period (computed to fractional parts of a year) for which the following conditions are met: (1) the Participant is credited with at least the number of Hours of Service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a "Year of Participation" credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive the portion of a "Year of Participation" with respect to that period for which Hours of Service are credited under the Plan.

In addition, for a Participant to receive a "Year of Participation" (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one "Year of Participation" be credited for any 12-month period.

6.3 Other rules.

(a) **Benefits under terminated plans.** If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a Participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible Annuity Starting Date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits transferred from the Plan.** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant Regulations Section 1.411(d)-4, Q&A-3(c), then the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c), then the transferred benefits are treated by the Employer's Plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the plan. If a Participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to Regulations Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly affiliated plans of the Employer.** A "Formerly Affiliated Plan of an Employer" shall be treated as a plan maintained by the Employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a "Predecessor Employer."** If the Employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a "Predecessor Employer," then the Participant's benefits under a plan maintained by the "Predecessor Employer" shall be treated as provided under a plan maintained by the Employer. However, for this purpose, the plan of the "Predecessor Employer" shall be treated as if it had terminated immediately prior to the event giving rise to the "Predecessor Employer" relationship with sufficient assets to pay Participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Employer and the "Predecessor Employer" shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the plan of the "Predecessor Employer."

(e) **Special rules.** The limitations of this Article shall be determined and applied taking into account the rules in Regulations Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans.**

(1) If the Employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the Employer shall be treated as benefits provided under a plan maintained by the Employer for purposes of this Article.

(2) Effective for "Limitation Years" ending after December 31, 2001, a multiemployer plan shall be disregarded for purposes of applying the compensation limitation of Amendment Sections 6.2(b) and 6.2(h)(1) to a plan which is not a multiemployer plan.

This amendment is hereby adopted on _____.

Metropolitan Library System

EMPLOYER

**AMENDMENT FOR
PPA, HEART ACT, WRERA, AND OTHER LAW CHANGES
METROPOLITAN LIBRARY SYSTEM PENSION PLAN**

**ARTICLE I
PREAMBLE**

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Employer's election.** The Employer adopts the default provisions of this Amendment except as otherwise elected in Article II.
- 1.4 **Construction.** Except as otherwise provided in this Amendment, any reference to "Section" in this Amendment refers only to sections within this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to any Plan article, section or other numbering designations.
- 1.5 **Effect of restatement of Plan.** If the Employer restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates PPA provisions).

**ARTICLE II
EMPLOYER ELECTIONS**

The Employer only needs to complete the questions in Sections 2.2 through 2.7 below in order to override the default provisions set forth below.

- 2.1 **Default Provisions.** Unless the Employer elects otherwise in this Article, the following defaults will apply:
 - a. The applicable mortality table described in Amendment Section 3.3.3(c) is effective for years beginning after December 31, 2008 (solely for purposes of determining limitations under Code Section 415).
 - b. Nonspousal beneficiary rollovers are permitted effective for distributions made after 12/31/06.
 - c. In-Service distributions prior to Normal Retirement Age are not permitted.
 - d. Continued benefit accruals pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) are not provided.
- 2.2 **Effective date of applicable mortality table set forth in Amendment Section 3.3.3(c).** The applicable mortality table described in Amendment Section 3.3.3(c) is

effective for years beginning after December 31, 2008, unless an earlier date is specified:

- ☐ _____ (may be a year beginning after December 31, 2007 and before January 1, 2009, or to any portion of such year).

- 2.3 **Non-spousal rollovers (Article IV).** Non-spousal rollovers are permitted after December 31, 2006 unless elected below (Article IV provides that such distributions are always permitted after December 31, 2009):

☒ Use the following instead of the default (select one):

1. ☒ Not permitted.
2. ☐ Permitted effective _____ (not earlier than January 1, 2007 and not later than January 1, 2010).

- 2.4 **In-service distributions (Article VIII).** In-Service Distributions prior to Normal Retirement Age are not permitted unless elected below:

☐ In-service distributions will be allowed for Participants at age 62 effective as of the first day of the 2007 Plan Year unless another age and/or date is elected below:

1. ☐ age _____ (may not be earlier than 62)
2. ☐ effective as of _____ (may not be earlier than the first day of the 2007 Plan Year).

- 2.5 **Continued benefit accruals (Article XIII).** Continued benefit accruals for the Heart Act (Amendment Section 13.2) will not apply unless elected below:

☐ The provisions of Amendment Section 13.2 apply.

ARTICLE III PENSION FUNDING EQUITY ACT OF 2004 AS MODIFIED BY SUBSEQUENT LEGISLATION

- 3.1 **General Rule.** This Article shall only apply in determining the limits of Code Section 415.

- 3.1.1 **Effective date.** The Employer adopts this Article III to reflect certain provisions of the Pension Funding Equity Act of 2004 (PFEA), as modified by the Pension Protection Act of 2006 and the Worker, Retiree and Employer Recovery Act of 2008. Except as otherwise provided herein, effective for distributions in Plan Years beginning after December 31, 2003, the required determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with this Article. However, this Article does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

- 3.1.2 **Definition of "Applicable Mortality Table."** The "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) (as described in Article XIV).

- 3.2 **Benefit Forms Not Subject to the Present Value Rules of Code Section 417(e)(3).**

- 3.2.1 **Form of benefit.** The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 3.2 if the form of the Participant's benefit is either:

- (a) A nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or

- (b) An annuity that decreases during the life of the Participant merely because of:
 - (1) The death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or
 - (2) The cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

3.2.2 Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount:

- (a) the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
- (b) a 5 percent interest rate assumption and the "applicable mortality table" defined in the Plan for that annuity starting date.

3.2.3 Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of:

- (a) The annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and
- (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in the Plan for that annuity starting date.

3.3 Benefit Forms Subject to the Present Value Rules of Code Section 417(e)(3).

3.3.1 Form of benefit. The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined as indicated under this Section 3.3 if the form of the Participant's benefit is other than a benefit form described in Section 3.2.1.

3.3.2 Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later. Notwithstanding anything in this Amendment to the contrary, if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

- (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
- (b) A 5.5 percent interest rate assumption and the applicable mortality table described in Article XIV.

3.3.3 Annuity Starting Date in Plan Years Beginning After 2005. Except as provided in Section 3.3.2, if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

- (a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;
- (b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treasury Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Article XIV for Plan Years after the effective date specified below); and
- (c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Treasury Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Article XIV for Plan Years after the effective date of that Article) and the applicable mortality table for the distribution under Treasury Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Article XIV for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008, unless an earlier date is elected in Amendment Section 2.2.

3.3.4 Annuity Starting Date in Plan Years Beginning in 2004 or 2005. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

- (a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and
- (b) A 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treasury Regulations Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

ARTICLE IV DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

4.1 Non-spouse beneficiary rollover right. For distributions after December 31, 2009, and unless otherwise elected in Amendment Section 2.3, for distributions after December 31, 2006, a non-spouse beneficiary who is a "designated beneficiary" under Code Section 401(a)(9)(E) and the Regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an Individual Retirement Account (IRA) the beneficiary establishes for purposes of receiving the

distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an "eligible rollover distribution" under Code Section 401(a)(31).

- 4.2 **Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.1 of this Amendment, the distribution, if made prior to January 1, 2010, is not subject to the direct rollover requirements of Code Section 401(a)(31) (including Code Section 401(a)(31)(B)), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a 60-day (non-direct) rollover.
- 4.3 **Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an IRA on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code Section 401(a)(9)(E).
- 4.4 **Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount that is a required minimum distribution, as determined under applicable Treasury Regulations and other Internal Revenue Service guidance.

ARTICLE V ROLLOVER OF AFTER-TAX AMOUNTS

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

ARTICLE VI PARTICIPANT DISTRIBUTION NOTIFICATION

- 6.1 **180-day notification period.** For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period requirements of Code Sections 402(f) (the rollover notice) is changed to 180 days.

ARTICLE VII QUALIFIED DOMESTIC RELATIONS ORDERS

- 7.1 **Permissible QDROs.** Effective on or after April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order (QDRO) will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.
- 7.2 **Other QDRO requirements apply.** A domestic relations order described in Section 7.1 is subject to the same requirements and protections that apply to QDROs.

ARTICLE VIII PRE-RETIREMENT PENSION IN-SERVICE DISTRIBUTIONS

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**ARTICLE IX
QUALIFIED OPTIONAL SURVIVOR ANNUITY**

Intentionally left blank

**ARTICLE X
DIRECT ROLLOVER TO ROTH IRA**

- 10.1 **Roth IRA rollover.** For distributions made after December 31, 2007, a Participant or beneficiary may elect to roll over directly an "eligible rollover distribution" to a Roth IRA described in Code Section 408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in Article V, if applicable.

**ARTICLE XI
TOP-HEAVY PROVISIONS**

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**ARTICLE XII
BENEFIT RESTRICTIONS**

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**ARTICLE XIII
HEART ACT PROVISIONS**

- 13.1 **Death benefits.** In the case of a death or disability occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.
- 13.2 **Benefit accrual.** If, pursuant to Amendment Section 2.5, the Employer elects to apply this Section 13.2, then for benefit accrual purposes, the Plan treats an individual who, on or after January 12, 2007, dies or becomes disabled (as defined under the terms of the plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.
- (a) **Determination of benefits.** The Plan will determine the amount of Employee contributions of an individual treated as reemployed under this Section 13.2 for purposes of applying Code Section 414(u)(8)(C) on the basis of the individual's average actual employee contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.
- 13.3 **Differential wage payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2),

shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

ARTICLE XIV CHANGE IN APPLICABLE INTEREST RATE AND APPLICABLE MORTALITY ASSUMPTION

- 14.1 **Effective date.** The limitations of this Article shall first apply in determining the amount payable to a Participant having an annuity starting date in a Plan Year beginning on or after January 1, 2008, and this Article shall only apply in determining the limits of Code Section 415.
- 14.2 **Applicable interest rate.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the lookback month and stability period specified by the Plan for determining the interest rate for purposes of Code section 417(e). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:
- (a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and
 - (b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and
 - (c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.
- 14.3 **Applicable mortality assumption.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision directly or indirectly prescribing the use of the mortality table described in Revenue Ruling 2001-62 shall be amended to prescribe the use of the applicable annual mortality table within the meaning of Code Section 417(e)(3)(B), as initially described in Revenue Ruling 2007-67.

PPA Amendment

This amendment is hereby adopted on _____

Metropolitan Library System

EMPLOYER

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of Metropolitan Library System (the Employer) hereby certifies that the following resolutions were duly adopted by Employer on _____, _____, 2011, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, the Amendment and Restatement of the Metropolitan Library System Pension Plan effective July 1, 2010, is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment and restatement.

RESOLVED, the Amendment for the Final 415 Regulations to the Metropolitan Library System Pension Plan is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

RESOLVED, the Amendment for the PPA, HEART Act, WRERA, and other law changes to the Metropolitan Library System Pension Plan is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

The undersigned further certifies that attached hereto are copies of the Amendments approved and adopted in the foregoing resolutions.

OKLAHOMA LIBRARY SYSTEM

By: _____

Date: _____

Name: _____

Title: Secretary of Oklahoma Library Commission

Agreed to and Adopted by:

PENSION BOARD

By: _____

Date: _____

Name: _____

Title: Secretary of Oklahoma Library System
Pension Board

TRUSTEE

By: _____

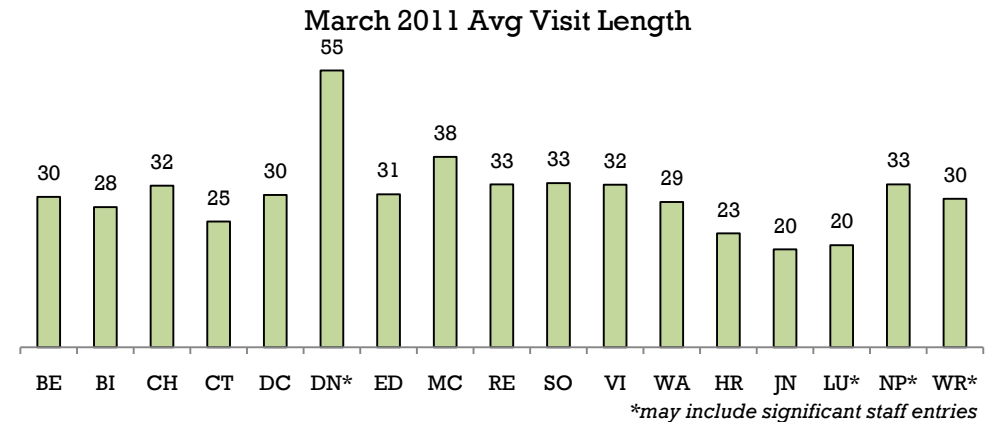
Date: _____

Name/Title: _____

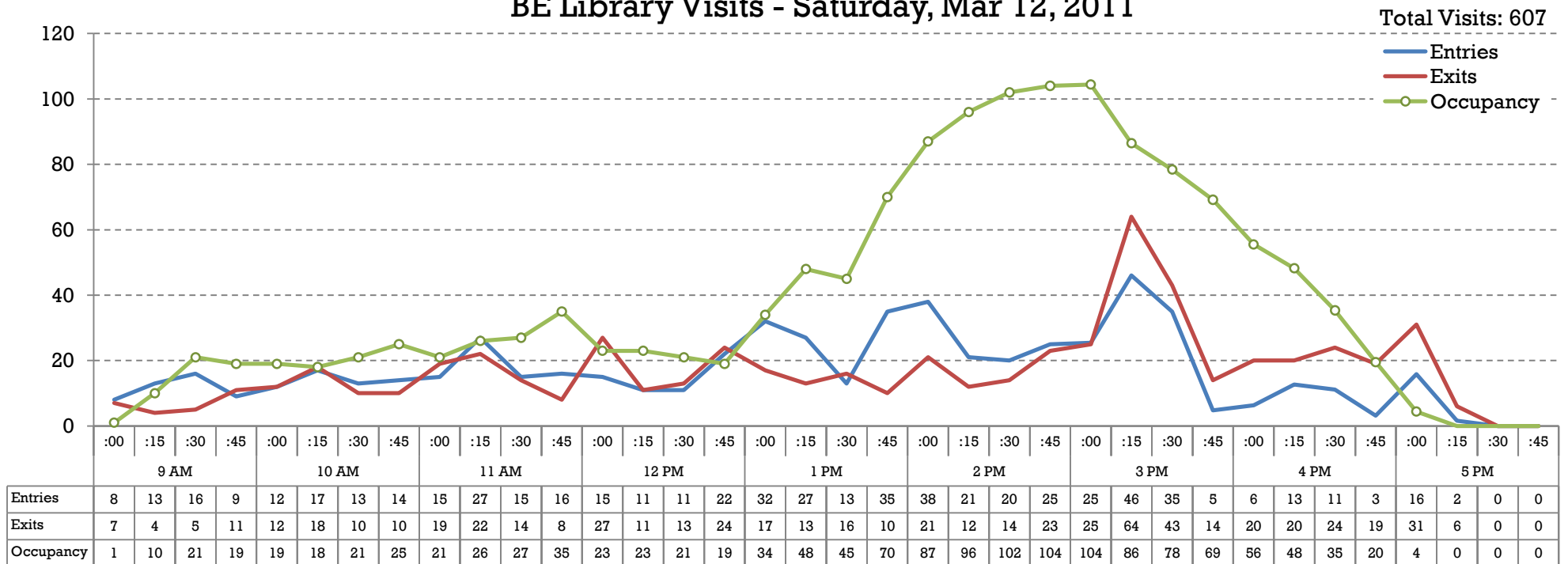
MLS Library Visits

Visits and occupancy are an important component of library usage that may not show up in other measures. Wireless door counters installed around the library system record the number of entries and exits at each library in fifteen minute intervals. In addition to total visits, expected average visit length (right) and the occupancy of each library throughout the day (example below) can be estimated from this data.

The chart below illustrates visits to the Bethany Library on Saturday, March 12, 2011. Jean Hill's Irish Dancers performed for over 80 customers from 2 - 3 pm on this day, briefly lifting the occupancy of this small facility from twenty people to over one-hundred. In total, 607 people came to the Bethany Library on this Saturday with each customer's visit lasting an average of 35 minutes.



BE Library Visits - Saturday, Mar 12, 2011

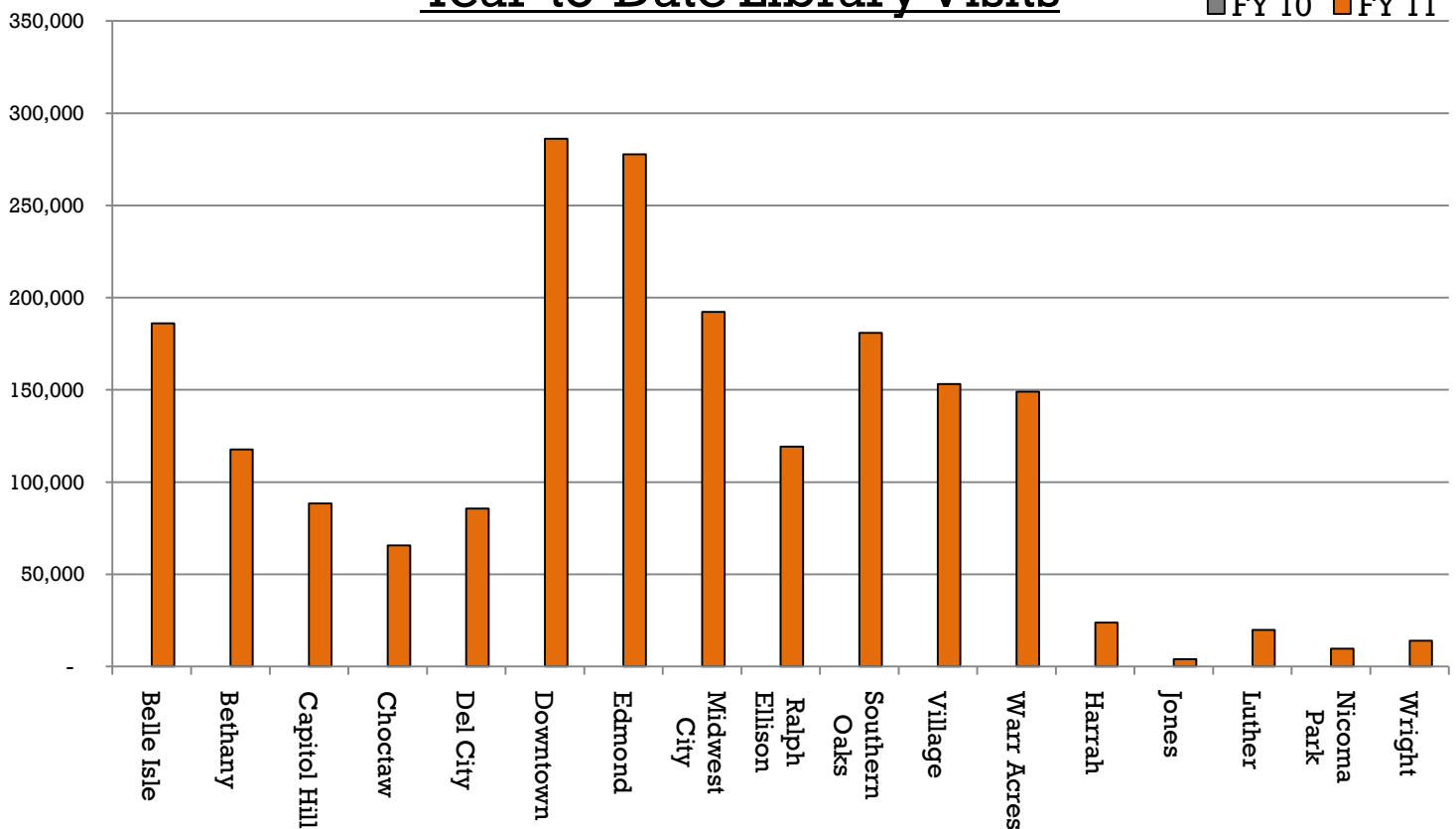


MLS Library Visits

July 1, 2010 - March 31, 2011 (75.00% of the 10-11 Fiscal Year)

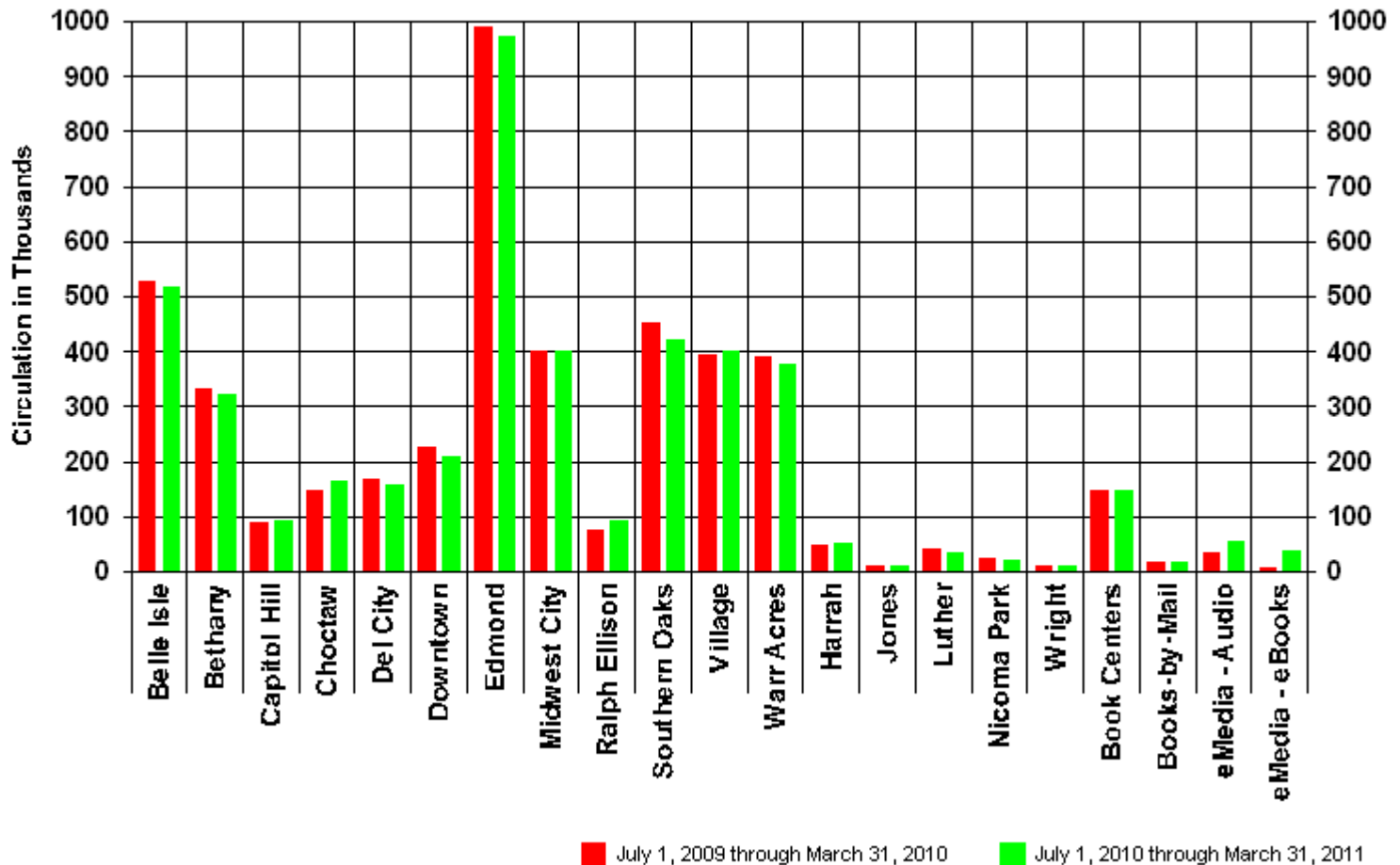
March	FY 10		FY 11		Pct. Change	
<u>Library</u>	<u>Month</u>	<u>Year</u>	<u>Month</u>	<u>Year</u>	<u>Month</u>	<u>Year</u>
Belle Isle	N/A	N/A	21,359	185,995	N/A	N/A
Bethany	N/A	N/A	13,796	117,729	N/A	N/A
Capitol Hill	N/A	N/A	11,030	88,320	N/A	N/A
Choctaw	N/A	N/A	7,271	65,635	N/A	N/A
Del City	N/A	N/A	7,072	85,629	N/A	N/A
Downtown	N/A	N/A	32,439	286,162	N/A	N/A
Edmond	N/A	N/A	33,523	277,675	N/A	N/A
Midwest City	N/A	N/A	22,167	192,251	N/A	N/A
Ralph Ellison	N/A	N/A	13,618	119,188	N/A	N/A
Southern Oaks	N/A	N/A	21,777	180,852	N/A	N/A
Village	N/A	N/A	19,130	153,227	N/A	N/A
Warr Acres	N/A	N/A	16,783	149,086	N/A	N/A
Harrah	N/A	N/A	2,830	23,834	N/A	N/A
Jones	N/A	N/A	501	4,044	N/A	N/A
Luther	N/A	N/A	2,127	19,842	N/A	N/A
Nicoma Park	N/A	N/A	1,126	9,695	N/A	N/A
Wright	N/A	N/A	1,853	13,954	N/A	N/A
Total	N/A	N/A	228,401	1,973,119	N/A	N/A

Year-to-Date Library Visits



Circulation Gains and Losses

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)



Circulation Gains and Losses

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

MARCH 31, 2011		<u>ADULT MONTH</u>	<u>ADULT YEAR</u>	<u>JUVENILE MONTH</u>	<u>JUVENILE YEAR</u>	<u>TOTAL MONTH</u>	<u>TOTAL YEAR</u>	<u>%</u>
Belle Isle	10	45461	402469	12982	123561	58443	526030	
	11	44468	399180	13208	118507	57676	517687	
		-993	-3289	226	-5054	-767	-8343	-1.6
Bethany	10	27751	232900	11873	99237	39624	332137	
	11	25624	226047	10450	95579	36074	321626	
		-2127	-6853	-1423	-3658	-3550	-10511	-3.2
Capitol Hill	10	5211	61624	2478	26952	7689	88576	
	11	7726	61942	4548	32096	12274	94038	
		2515	318	2070	5144	4585	5462	6.2
Choctaw	10	12168	93940	6220	52678	18388	146618	
	11	12701	104630	7633	60133	20334	164763	
		533	10690	1413	7455	1946	18145	12.4
Del City	10	13912	120028	5283	49437	19195	169465	
	11	12171	111258	4928	47083	17099	158341	
		-1741	-8770	-355	-2354	-2096	-11124	-6.6
Downtown	10	19486	172146	6305	54947	25791	227093	
	11	18006	160358	5388	48623	23394	208981	
		-1480	-11788	-917	-6324	-2397	-18112	-8.0
Edmond	10	68576	579231	45930	410073	114506	989304	
	11	64339	574799	44849	396341	109188	971140	
		-4237	-4432	-1081	-13732	-5318	-18164	-1.8
Midwest City	10	34302	290859	12313	111357	46615	402216	
	11	32481	293379	11398	108183	43879	401562	
		-1821	2520	-915	-3174	-2736	-654	-.2
Ralph Ellison	10	9009	56479	2804	17606	11813	74085	
	11	8269	70854	1869	22127	10138	92981	
		-740	14375	-935	4521	-1675	18896	25.5
Southern Oaks	10	39805	332941	13941	120240	53746	453181	
	11	34012	311176	13321	110604	47333	421780	
		-5793	-21765	-620	-9636	-6413	-31401	-6.9
Village	10	31321	278200	13158	114672	44479	392872	
	11	31776	278801	13724	121653	45500	400454	
		455	601	566	6981	1021	7582	1.9
Warr Acres	10	33171	275867	12444	113575	45615	389442	
	11	32257	268867	11884	107778	44141	376645	
		-914	-7000	-560	-5797	-1474	-12797	-3.3

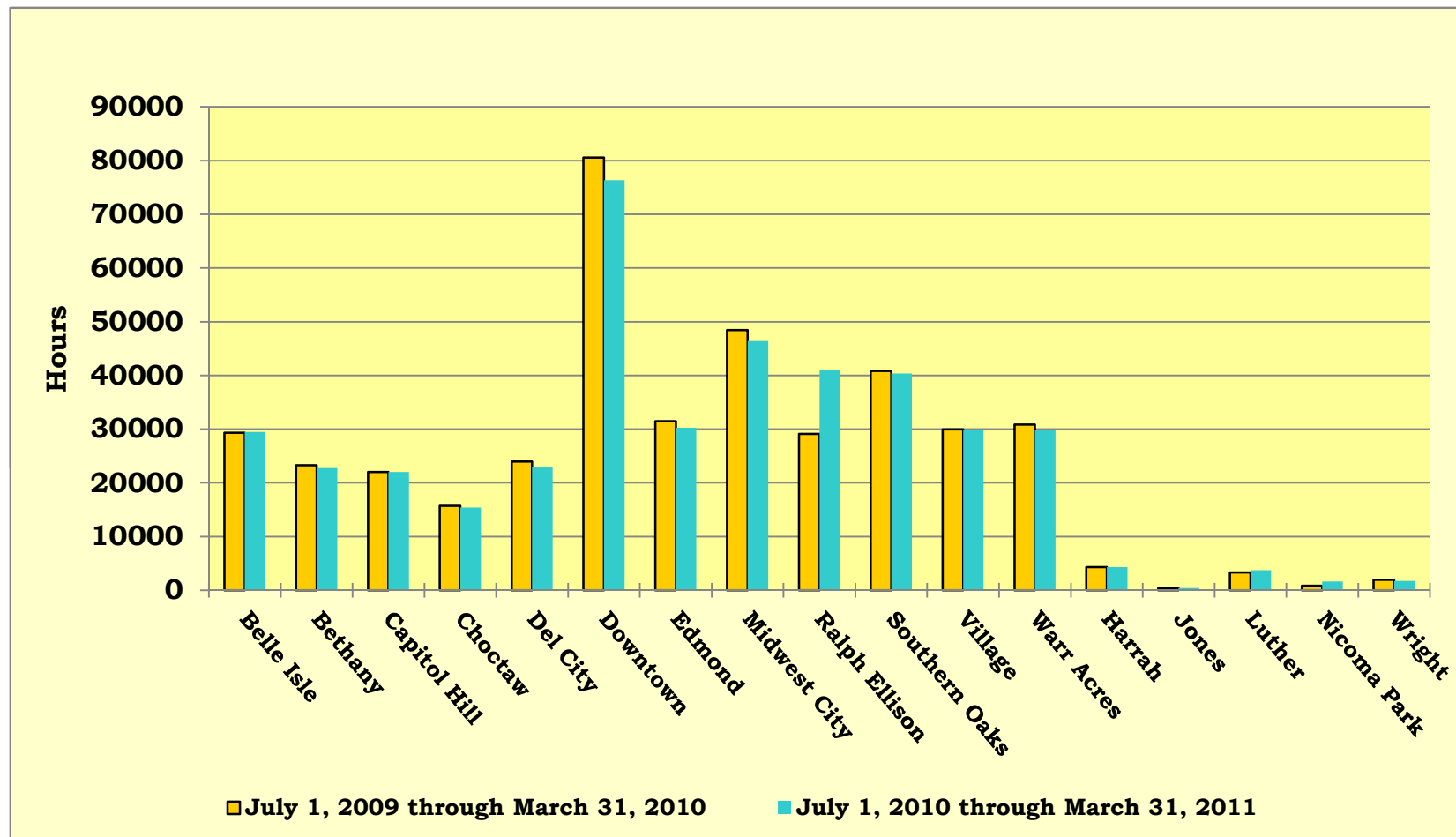
Circulation Gains and Losses

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

MARCH 31, 2011		<u>ADULT</u> <u>MONTH</u>	<u>ADULT</u> <u>YEAR</u>	<u>JUVENILE</u> <u>MONTH</u>	<u>JUVENILE</u> <u>YEAR</u>	<u>TOTAL</u> <u>MONTH</u>	<u>TOTAL</u> <u>YEAR</u>	<u>%</u>
<u>EXTENSION LIBRARIES:</u>								
Harrah	10	4345	34147	1537	15391	5882	49538	
	11	3764	35509	1803	15636	5567	51145	
		-581	1362	266	245	-315	1607	3.2
Jones	10	845	6619	423	2408	1268	9027	
	11	913	7506	550	4290	1463	11796	
		68	887	127	1882	195	2769	30.7
Luther	10	3752	31487	1189	8728	4941	40215	
	11	2321	25655	859	8999	3180	34654	
		-1431	-5832	-330	271	-1761	-5561	-13.8
Nicoma Park	10	2272	18540	533	4671	2805	23211	
	11	2036	17347	412	4296	2448	21643	
		-236	-1193	-121	-375	-357	-1568	-6.8
Wright	10	1080	8707	316	2113	1396	10820	
	11	887	8692	389	2942	1276	11634	
		-193	-15	73	829	-120	814	7.5
<u>OTHER:</u>								
Book Centers	10	10195	91122	6200	55487	16395	146609	
	11	10242	91968	6339	57012	16581	148980	
		47	846	139	1525	186	2371	1.6
Books-by-Mail	10	1995	16006	0	0	1995	16006	
	11	2104	16901	0	0	2104	16901	
		109	895	0	0	109	895	5.6
eMedia - Audio	10	5202	33784	0	0	5202	33784	
	11	7465	55260	0	0	7465	55260	
		2263	21476	0	0	2263	21476	63.6
eMedia - eBooks	10	1183	5464	0	0	1183	5464	
	11	9067	38330	0	0	9067	38330	
		7884	32866	0	0	7884	32866	601.5
TOTALS	10	371042	3142560	155929	1383133	526971	4525693	
	11	362629	3158459	153552	1361882	516181	4520341	
		-8413	15899	-2377	-21251	-10790	-5352	-.1

Total Computer Hours Used by Library

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)



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Total Computer Usage

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

	FY	Month Customers	%	Month Visits	%	Month Hours Used	%	Year Customers	%	Year Visits	%	Year Hours Used	%
BELLE ISLE	10	256		4,535		3,428.85		3,784		39,108		29,350.13	
	11	273		4,741		3,610.81		3,662		38,633		29,489.00	
		17	6.6	206	4.5	181.96	5.3	-122	-3.2	-475	-1.2	138.87	.5
BETHANY	10	225		3,802		2,836.31		3,001		30,228		23,273.00	
	11	213		3,351		2,733.40		2,867		28,904		22,746.95	
		-12	-5.3	-451	-11.9	-102.91	-3.6	-134	-4.5	-1,324	-4.4	-526.05	-2.3
CAPITOL HILL	10	139		2,260		1,887.95		2,650		27,192		22,007.01	
	11	183		3,191		2,623.08		2,686		27,569		22,044.82	
		44	31.7	931	41.2	735.13	38.9	36	1.4	377	1.4	37.81	.2
CHOCTAW	10	93		1,758		1,647.40		1,479		16,851		15,734.11	
	11	108		1,870		1,788.88		1,484		16,083		15,378.69	
		15	16.1	112	6.4	141.48	8.6	5	.3	-768	-4.6	-355.42	-2.3
DEL CITY	10	191		3,502		2,858.86		2,756		30,159		23,962.37	
	11	185		2,916		2,637.70		2,652		26,833		22,843.66	
		-6	-3.1	-586	-16.7	-221.16	-7.7	-104	-3.8	-3,326	-11.0	-1,118.71	-4.7
DOWNTOWN	10	207		12,807		10,365.98		3,788		99,030		80,551.02	
	11	221		10,288		7,585.23		3,488		98,368		76,349.70	
		14	6.8	-2,519	-19.7	-2,780.75	-26.8	-300	-7.9	-662	-.7	-4,201.32	-5.2
EDMOND	10	243		4,391		3,709.06		3,851		38,385		31,492.70	
	11	239		4,279		3,673.86		3,636		35,941		30,290.80	
		-4	-1.6	-112	-2.6	-35.20	-.9	-215	-5.6	-2,444	-6.4	-1,201.90	-3.8
MIDWEST CITY	10	409		6,680		5,641.07		5,506		59,747		48,441.63	
	11	368		5,909		5,329.73		5,245		54,629		46,417.73	
		-41	-10.0	-771	-11.5	-311.34	-5.5	-261	-4.7	-5,118	-8.6	-2,023.90	-4.2
RALPH ELLISON	10	243		5,333		4,503.21		2,831		35,381		29,132.03	
	11	257		5,334		4,739.98		3,445		49,859		41,103.98	
		14	5.8	1	.0	236.77	5.3	614	21.7	14,478	40.9	11,971.95	41.1

Total Computer Usage

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

	FY	Month Customers	%	Month Visits	%	Month Hours Used	%	Year Customers	%	Year Visits	%	Year Hours Used	%
SOUTHERN OAKS	10	422		6,096		4,859.53		5,513		52,459		40,856.15	
	11	409		6,020		4,863.36		5,386		51,661		40,372.73	
		-13	-3.1	-76	-1.2	3.83	.1	-127	-2.3	-798	-1.5	-483.42	-1.2
VILLAGE	10	249		4,287		3,512.64		4,055		37,936		29,949.82	
	11	282		4,252		3,547.87		3,982		37,755		29,962.76	
		33	13.3	-35	-.8	35.23	1.0	-73	-1.8	-181	-.5	12.94	.0
WARR ACRES	10	248		5,005		3,689.14		3,437		40,617		30,843.88	
	11	279		4,216		3,495.97		3,403		38,290		29,923.97	
		31	12.5	-789	-15.8	-193.17	-5.2	-34	-1.0	-2,327	-5.7	-919.91	-3.0
HARRAH	10	35		624		492.34		503		5,363		4,291.25	
	11	27		635		510.27		436		5,148		4,287.05	
		-8	-22.9	11	1.8	17.93	3.6	-67	-13.3	-215	-4.0	-4.20	-.1
JONES	10	4		48		63.24		58		459		440.58	
	11	5		57		59.81		55		507		437.37	
		1	25.0	9	18.8	-3.43	-5.4	-3	-5.2	48	10.5	-3.21	-.7
LUTHER	10	30		491		356.13		425		4,425		3,316.59	
	11	20		493		402.39		487		4,608		3,733.17	
		-10	-33.3	2	.4	46.26	13.0	62	14.6	183	4.1	416.58	12.6
NICOMA PARK	10	12		172		107.63		152		1,171		831.88	
	11	14		207		193.34		167		1,760		1,634.03	
		2	16.7	35	20.3	85.71	79.6	15	9.9	589	50.3	802.15	96.4
WRIGHT	10	7		293		227.98		135		2,516		1,951.94	
	11	17		258		202.25		159		2,098		1,753.42	
		10	142.9	-35	-11.9	-25.73	-11.3	24	17.8	-418	-16.6	-198.52	-10.2
TOTAL	10	3,013		62,084		50,187.32		43,924		521,027		416,426.09	
	11	3,100		58,017		47,997.93		43,240		518,646		418,769.83	
		87	2.9	-4,067	-6.6	-2,189.39	-4.4	-684	-1.6	-2,381	-.5	2,343.74	.6

Computer Usage by Adult Customers

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

	FY	Month Customers	%	Month Visits	%	Month Hours Used	%	Year Customers	%	Year Visits	%	Year Hours Used	%
BELLE ISLE	10	221		3,864		2,933.79		3,171		32,520		24,449.95	
	11	224		4,174		3,171.12		3,066		33,066		25,322.80	
		3	1.4	310	8.0	237.33	8.1	-105	-3.3	546	1.7	872.85	3.6
BETHANY	10	190		3,158		2,357.35		2,414		24,036		18,461.07	
	11	165		2,681		2,215.69		2,299		23,399		18,477.44	
		-25	-13.2	-477	-15.1	-141.66	-6.0	-115	-4.8	-637	-2.7	16.37	.1
CAPITOL HILL	10	83		1,154		1,039.04		1,595		14,293		12,291.64	
	11	132		1,584		1,479.73		1,628		13,376		11,868.49	
		49	59.0	430	37.3	440.69	42.4	33	2.1	-917	-6.4	-423.15	-3.4
CHOCTAW	10	69		1,287		1,181.49		1,080		11,325		10,453.08	
	11	79		1,212		1,059.32		1,069		10,663		9,756.98	
		10	14.5	-75	-5.8	-122.17	-10.3	-11	-1.0	-662	-5.8	-696.10	-6.7
DEL CITY	10	152		2,519		2,108.35		2,124		22,288		17,862.80	
	11	154		2,348		2,118.18		2,086		21,139		18,040.14	
		2	1.3	-171	-6.8	9.83	.5	-38	-1.8	-1,149	-5.2	177.34	1.0
DOWNTOWN	10	190		12,059		9,686.75		3,175		91,124		73,844.00	
	11	198		9,919		7,288.74		3,001		93,041		72,068.39	
		8	4.2	-2,140	-17.7	-2,398.01	-24.8	-174	-5.5	1,917	2.1	-1,775.61	-2.4
EDMOND	10	200		3,688		3,113.31		3,227		32,734		26,924.41	
	11	201		3,697		3,174.50		3,022		30,672		25,768.22	
		1	.5	9	.2	61.19	2.0	-205	-6.4	-2,062	-6.3	-1,156.19	-4.3
MIDWEST CITY	10	338		5,198		4,477.21		4,419		44,878		37,003.69	
	11	287		4,602		4,231.09		4,145		40,762		35,314.76	
		-51	-15.1	-596	-11.5	-246.12	-5.5	-274	-6.2	-4,116	-9.2	-1,688.93	-4.6
RALPH ELLISON	10	185		3,345		2,888.87		2,119		21,756		18,166.07	
	11	208		3,611		3,391.26		2,601		30,942		27,255.90	
		23	12.4	266	8.0	502.39	17.4	482	22.7	9,186	42.2	9,089.83	50.0

Computer Usage by Adult Customers

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

	FY	Month Customers	%	Month Visits	%	Month Hours Used	%	Year Customers	%	Year Visits	%	Year Hours Used	%
SOUTHERN OAKS	10	319		4,454		3,561.39		4,156		36,131		28,390.58	
	11	322		4,240		3,470.25		4,031		35,015		27,933.88	
		3	.9	-214	-4.8	-91.14	-2.6	-125	-3.0	-1,116	-3.1	-456.70	-1.6
VILLAGE	10	199		3,420		2,822.93		3,298		29,125		23,223.81	
	11	220		3,303		2,783.82		3,152		28,694		23,041.81	
		21	10.6	-117	-3.4	-39.11	-1.4	-146	-4.4	-431	-1.5	-182.00	-.8
WARR ACRES	10	194		3,829		2,841.86		2,742		29,623		22,610.99	
	11	223		3,692		3,053.65		2,824		32,358		25,206.06	
		29	14.9	-137	-3.6	211.79	7.5	82	3.0	2,735	9.2	2,595.07	11.5
HARRAH	10	22		405		314.03		341		3,204		2,445.14	
	11	17		431		343.97		289		3,429		2,827.90	
		-5	-22.7	26	6.4	29.94	9.5	-52	-15.2	225	7.0	382.76	15.7
JONES	10	1		38		51.66		39		357		344.79	
	11	5		52		57.02		39		417		377.60	
		4	400.0	14	36.8	5.36	10.4		.0	60	16.8	32.81	9.5
LUTHER	10	15		248		202.34		225		2,326		1,982.23	
	11	18		258		213.07		254		2,149		1,774.89	
		3	20.0	10	4.0	10.73	5.3	29	12.9	-177	-7.6	-207.34	-10.5
NICOMA PARK	10	12		152		98.50		122		983		712.32	
	11	13		160		164.98		123		1,428		1,395.51	
		1	8.3	8	5.3	66.48	67.5	1	.8	445	45.3	683.19	95.9
WRIGHT	10	7		274		215.60		106		2,177		1,703.13	
	11	15		225		178.59		116		1,701		1,474.58	
		8	114.3	-49	-17.9	-37.01	-17.2	10	9.4	-476	-21.9	-228.55	-13.4
TOTAL	10	2,397		49,092		39,894.47		34,353		398,880		320,869.70	
	11	2,481		46,189		38,394.98		33,745		402,251		327,905.35	
		84	3.5	-2,903	-5.9	-1,499.49	-3.8	-608	-1.8	3,371	.8	7,035.65	2.2

Computer Usage by Minor Customers

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

	FY	Month Customers	%	Month Visits	%	Month Hours Used	%	Year Customers	%	Year Visits	%	Year Hours Used	%
BELLE ISLE	10	35		671		495.06		613		6,588		4,900.18	
	11	49		567		439.69		596		5,567		4,166.20	
		14	40.0	-104	-15.5	-55.37	-11.2	-17	-2.8	-1,021	-15.5	-733.98	-15.0
BETHANY	10	35		644		478.96		587		6,192		4,811.93	
	11	48		670		517.71		568		5,505		4,269.51	
		13	37.1	26	4.0	38.75	8.1	-19	-3.2	-687	-11.1	-542.42	-11.3
CAPITOL HILL	10	56		1,106		848.91		1,055		12,899		9,715.37	
	11	51		1,607		1,143.35		1,058		14,193		10,176.33	
		-5	-8.9	501	45.3	294.44	34.7	3	.3	1,294	10.0	460.96	4.7
CHOCTAW	10	24		471		465.91		399		5,526		5,281.03	
	11	29		658		729.56		415		5,420		5,621.71	
		5	20.8	187	39.7	263.65	56.6	16	4.0	-106	-1.9	340.68	6.5
DEL CITY	10	39		983		750.51		632		7,871		6,099.57	
	11	31		568		519.52		566		5,694		4,803.52	
		-8	-20.5	-415	-42.2	-230.99	-30.8	-66	-10.4	-2,177	-27.7	-1,296.05	-21.2
DOWNTOWN	10	17		748		679.23		613		7,906		6,707.02	
	11	23		369		296.49		487		5,327		4,281.31	
		6	35.3	-379	-50.7	-382.74	-56.3	-126	-20.6	-2,579	-32.6	-2,425.71	-36.2
EDMOND	10	43		703		595.75		624		5,651		4,568.29	
	11	38		582		499.36		614		5,269		4,522.58	
		-5	-11.6	-121	-17.2	-96.39	-16.2	-10	-1.6	-382	-6.8	-45.71	-1.0
MIDWEST CITY	10	71		1,482		1,163.86		1,087		14,869		11,437.94	
	11	81		1,307		1,098.64		1,100		13,867		11,102.97	
		10	14.1	-175	-11.8	-65.22	-5.6	13	1.2	-1,002	-6.7	-334.97	-2.9
RALPH ELLISON	10	58		1,988		1,614.34		712		13,625		10,965.96	
	11	49		1,723		1,348.72		844		18,917		13,848.08	
		-9	-15.5	-265	-13.3	-265.62	-16.5	132	18.5	5,292	38.8	2,882.12	26.3

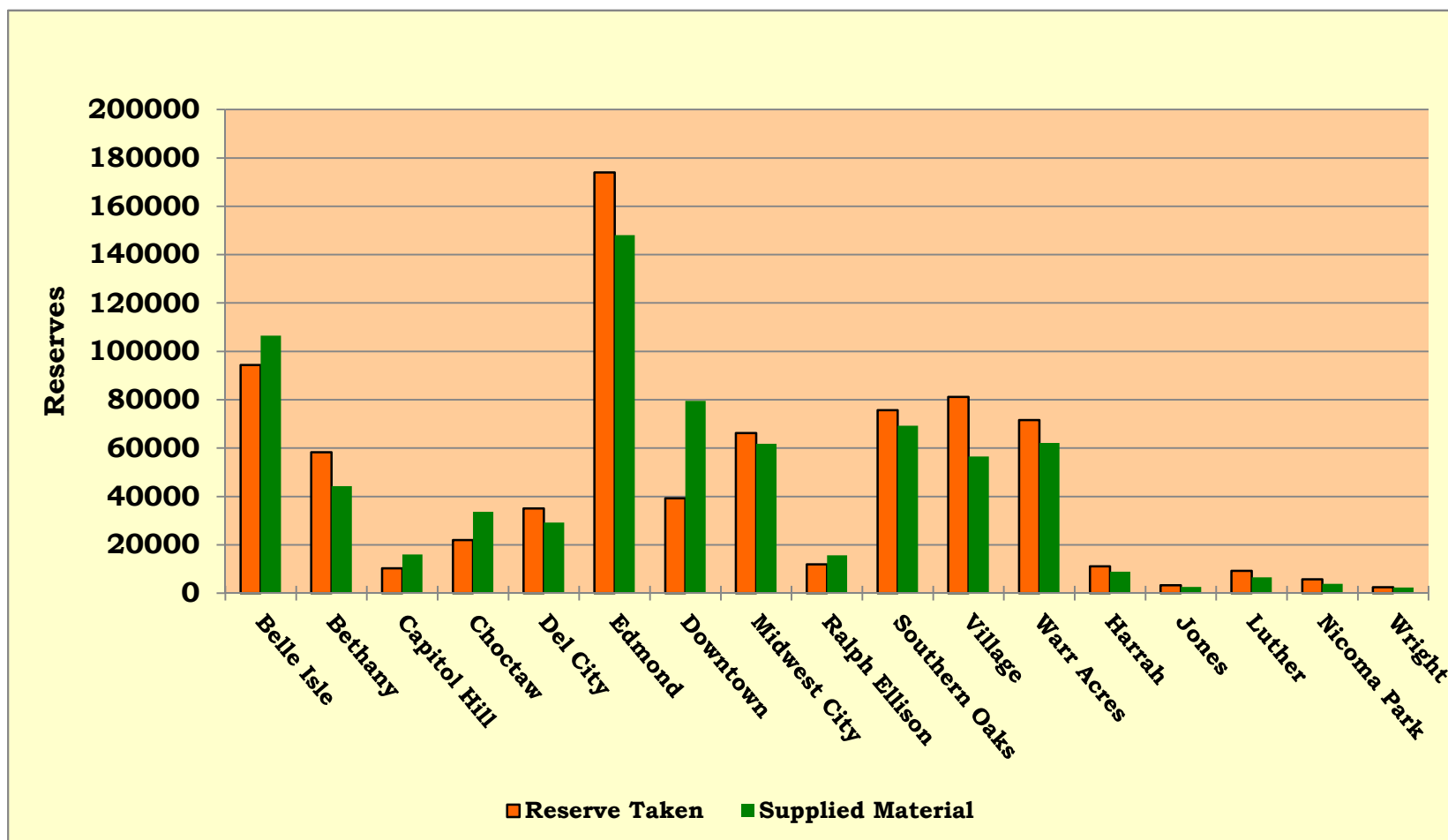
Computer Usage by Minor Customers

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

	FY	Month Customers	%	Month Visits	%	Month Hours Used	%	Year Customers	%	Year Visits	%	Year Hours Used	%
SOUTHERN OAKS	10	103		1,642		1,298.14		1,357		16,328		12,465.57	
	11	87		1,780		1,393.11		1,355		16,646		12,438.85	
		-16	-15.5	138	8.4	94.97	7.3	-2	-1	318	1.9	-26.72	-.2
VILLAGE	10	50		867		689.71		757		8,811		6,726.01	
	11	62		949		764.05		830		9,061		6,920.95	
		12	24.0	82	9.5	74.34	10.8	73	9.6	250	2.8	194.94	2.9
WARR ACRES	10	54		1,176		847.28		695		10,994		8,232.89	
	11	56		524		442.32		579		5,932		4,717.91	
		2	3.7	-652	-55.4	-404.96	-47.8	-116	-16.7	-5,062	-46.0	-3,514.98	-42.7
HARRAH	10	13		219		178.31		162		2,159		1,846.11	
	11	10		204		166.30		147		1,719		1,459.15	
		-3	-23.1	-15	-6.8	-12.01	-6.7	-15	-9.3	-440	-20.4	-386.96	-21.0
JONES	10	3		10		11.58		19		102		95.79	
	11			5		2.79		16		90		59.77	
		-3	-100.0	-5	-50.0	-8.79	-75.9	-3	-15.8	-12	-11.8	-36.02	-37.6
LUTHER	10	15		243		153.79		200		2,099		1,334.36	
	11	2		235		189.32		233		2,459		1,958.28	
		-13	-86.7	-8	-3.3	35.53	23.1	33	16.5	360	17.2	623.92	46.8
NICOMA PARK	10			20		9.13		30		188		119.56	
	11	1		47		28.36		44		332		238.52	
		1		27	135.0	19.23	210.6	14	46.7	144	76.6	118.96	99.5
WRIGHT	10			19		12.38		29		339		248.81	
	11	2		33		23.66		43		397		278.84	
		2		14	73.7	11.28	91.1	14	48.3	58	17.1	30.03	12.1
TOTAL	10	616		12,992		10,292.85		9,571		122,147		95,556.39	
	11	619		11,828		9,602.95		9,495		116,395		90,864.48	
		3	.5	-1,164	-9.0	-689.90	-6.7	-76	-.8	-5,752	-4.7	-4,691.91	-4.9

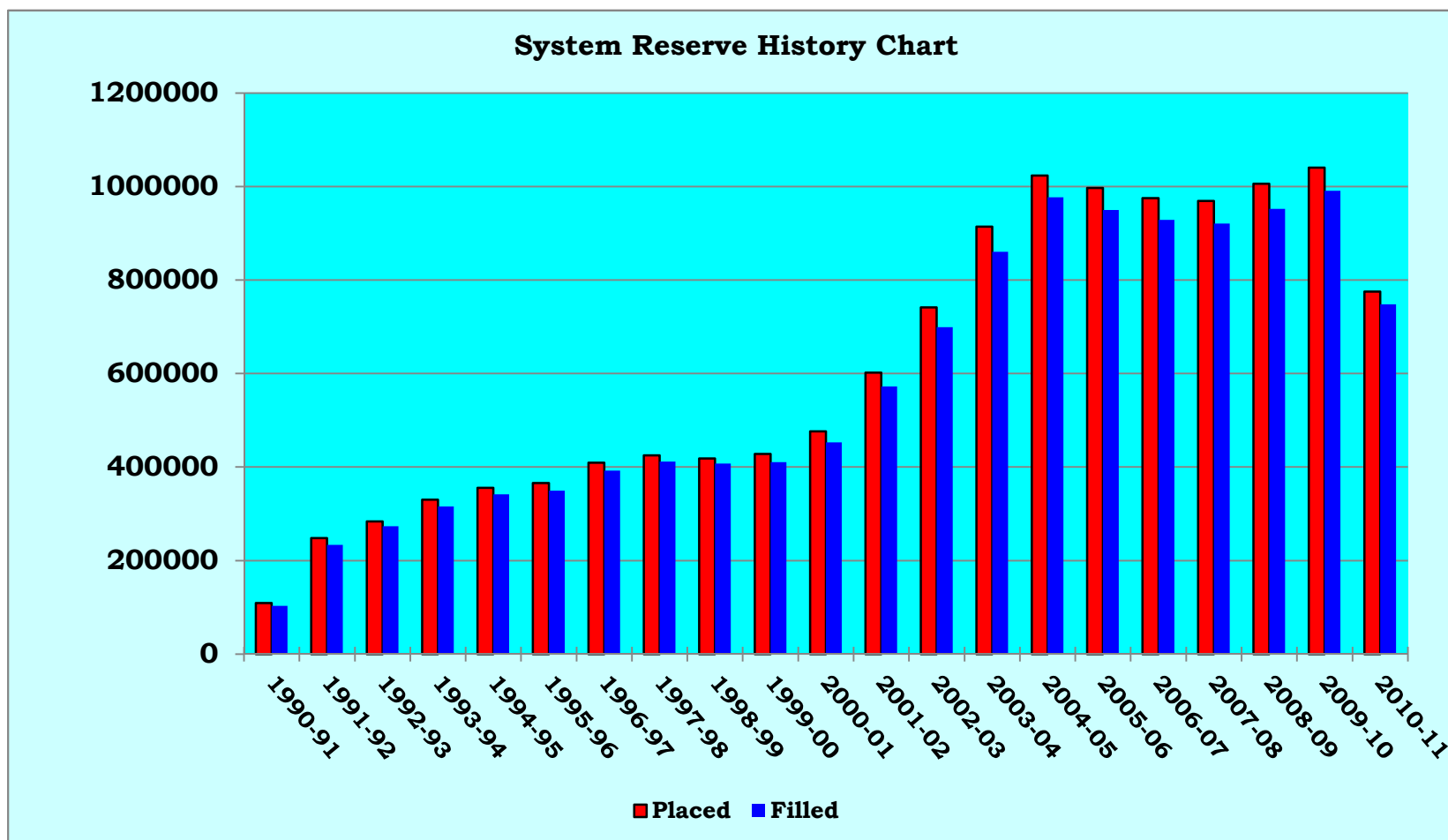
System Reserve Report

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)



System Reserve Report

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)



System Reserves Report

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

		Month Placed	Year Placed	%	Month Filled	Year Filled	%
BELLE ISLE	10	10,867	91,478		10,020	86,205	
	11	10,621	94,364		10,048	89,654	
		-246	2,886	3.2	28	3,449	4.0
BETHANY	10	6,975	61,736		6,660	58,948	
	11	6,591	58,249		6,298	56,277	
		-384	-3,487	-5.6	-362	-2,671	-4.5
CAPITOL HILL	10	814	11,119		718	10,346	
	11	1,312	10,298		1,157	9,848	
		498	-821	-7.4	439	-498	-4.8
CHOCTAW	10	2,693	22,529		2,476	21,347	
	11	2,461	21,937		2,413	21,146	
		-232	-592	-2.6	-63	-201	-.9
DEL CITY	10	4,359	37,467		3,946	35,049	
	11	3,868	35,005		3,738	33,552	
		-491	-2,462	-6.6	-208	-1,497	-4.3
EDMOND	10	21,020	176,824		20,203	169,631	
	11	19,430	173,993		18,714	168,069	
		-1,590	-2,831	-1.6	-1,489	-1,562	-.9
DOWNTOWN	10	4,887	42,284		4,475	40,004	
	11	4,587	39,213		4,361	37,292	
		-300	-3,071	-7.3	-114	-2,712	-6.8
MIDWEST CITY	10	7,587	66,022		7,362	63,585	
	11	7,602	66,243		7,376	63,680	
		15	221	.3	14	95	.1
RALPH ELLISON	10	1,196	10,201		1,171	9,771	
	11	1,130	11,966		1,147	11,545	
		-66	1,765	17.3	-24	1,774	18.2
SOUTHERN OAKS	10	8,827	77,063		8,229	73,460	
	11	7,191	75,700		5,926	71,478	
		-1,636	-1,363	-1.8	-2,303	-1,982	-2.7
VILLAGE	10	8,942	73,740		7,669	69,809	
	11	9,385	81,216		9,081	78,073	
		443	7,476	10.1	1,412	8,264	11.8
WARR ACRES	10	8,921	72,950		8,487	69,795	
	11	8,043	71,607		7,709	69,177	
		-878	-1,343	-1.8	-778	-618	-.9

System Reserves Report

July 1, 2010 through March 31, 2011 (75.00% of the 10-11 Fiscal Year)

		Month Placed	Year Placed	%	Month Filled	Year Filled	%
HARRAH	10	1,264	10,538		1,231	9,993	
	11	1,242	11,147		1,193	10,770	
		-22	609	5.8	-38	777	7.8
JONES	10	408	3,041		394	2,987	
	11	443	3,261		391	3,149	
		35	220	7.2	-3	162	5.4
LUTHER	10	1,158	9,373		1,051	8,908	
	11	916	9,215		900	8,856	
		-242	-158	-1.7	-151	-52	-.6
NICOMA PARK	10	720	5,807		669	5,490	
	11	717	5,684		667	5,507	
		-3	-123	-2.1	-2	17	.3
WRIGHT	10	241	2,102		222	1,984	
	11	252	2,463		261	2,409	
		11	361	17.2	39	425	21.4
BOOKS-BY-MAIL	10	962	4,641		830	4,322	
	11	921	7,650		869	7,384	
		-41	3,009	64.8	39	3,062	70.8
TOTAL	10	91,841	778,915		85,813	741,634	
	11	86,712	779,211		82,249	747,866	
		-5,129	296	.0	-3,564	6,232	.8

EXECUTIVE DIRECTOR'S REPORT

MAY 2011

Comp and Class Study Update

The Singer group continues to work with library staff on completion of the comp/class study. Laura Francisco, one of the consultants, will be at our library in May to meet with the administrative team and the project review committee. At that time they will be able to provide information to us regarding salaries and benefits that can be incorporated into the preliminary budget for the May administrative and personnel committee meeting and the June finance committee meeting. The actual dates for these meetings have not been established as of yet.

Anne Fischer to serve on Oklahoma Educational Technology Trust (OETT) committee

Anne Fischer, Director of Information Technology, was invited to serve as a grant reviewer for 2011 OETT grants. This Trust was established in 2001 as a result of an agreement between the Oklahoma attorney general and AT & T Oklahoma, in which AT & T contributed \$30 million in initial funding to the Trust. The mission of OETT is to equip Oklahoma common school and Career Tech students with the technology and technological skills necessary to compete in the global market place. The trust provides funds for computer and telecommunications equipment, infrastructure, leadership and professional development. We are excited that Anne was invited to be a part of this important committee and I know she will represent MLS in outstanding fashion!

Legislative Update

I would like to acknowledge Edmond Library Manager Angela Thornton, Midwest City library manager, Chris Kennedy, and MWC staffers Suzette Felton and Tracey Thompson, who joined me and other librarians, trustees and friends from across the state at Oklahoma Library Legislative day on Tuesday, April 12th. We visited with legislators from Oklahoma County about issues of concern related to libraries and also to thank them for their support of libraries over the years. We continue to be concerned about the cuts that have taken place at the State library over the past several years which have resulted in many unfilled positions and the loss of federal funding that follows if state funding drops below certain levels. The federal dollars help to support many things including summer reading program materials and state grants for certain projects.

As I write this, a bill to provide additional e-rate funding for libraries in the state passed both houses and has gone to the governor for her signature. This bill increases telecommunications reimbursements for educational and medical facilities, which will spur efforts to bring in higher connections to communities. While it does not directly affect MLS, it helps many smaller libraries in the entire state.

Also, the Senate has just passed HJR 1002, a bill to lower the cap on ad valorem. The bill moves over to the House for a vote later in the session. If approved, it will go to a vote of the people at the next general election. This bill could have long term implications for our library system; but the actual fiscal impact has not yet been determined.

Capital Projects Update

The Southern Oaks construction bids were received by Oklahoma City on April 12 and I am happy to report that they came in under budget. That is good news indeed. The city will negotiate with the low bidder and construction should start within the next month. I should be able to report next month to the commission, the name of the general contractor who will be working on the project.

Other capital projects continue at a rapid pace and faster than we have time to keep up with.

DIRECTOR OUTREACH ACTIVITIES

- ♣ Attended Rotary 29 Club Meetings
- ♣ Attended PLDC Committee Meeting
- ♣ Attend OLA Conference in Tulsa
- ♣ OLA Legislative Day @ The State Capitol
- ♣ Endowment Trust/Literary Voice Dinner

FUTURE LIBRARYLY EVENTS OFL SPECIAL NOTE

Special Friends of the Village Library: The Village Fair

Saturday, May 7, 2011

Time: 9:00am-4:00pm

Location: Village

All Ages

All ages are invited to enjoy entertaining shows, food and merchant vendors, Touch the Truck area, a group of clowns, face painting and much more. The Special Friends of the Village Library host the ninth annual Village Fair. Bring the whole family and come enjoy the festivities.

Jill Justice Plays Harp Music for Mother's Day Event

Saturday, May 7, 2011

Time: 2:00pm-3:00pm

Location: Bethany

All Ages

Bethany Library will host this special event featuring harpist Jill Justice. This free concert is open for all. Cake and tea will be served after the concert.

Disaster Preparedness Plus Citizen CPR

Tuesday, May 10, 2011

Time: 6:30pm-8:00pm

Location: Edmond

Adults

Are you prepared for the next fire, tornado or other disaster? Learn how to be prepared for emergencies by joining a representative from the American Red Cross of Central Oklahoma in learning basic disaster preparedness skills as well as learning how to do "hands-only" CPR. Learn how to save a life! Registration required. Limit 20. Co-sponsor: American Red Cross.

I Can't Believe I Shot That! Teen Film Festival

Sunday, May 15, 2011

Time: 2:00pm-4:00pm

Location: Downtown

All Ages

It's the 4th Annual "I Can't Believe I Shot That!" Teen Film Festival! Entries into the ICBIST Film Contest will be shown, winners will be announced and prizes will be awarded. Everyone is invited to attend, but space is limited. Please call 606-3876 (ask for Kimberly) for more information.

Using Photographs with Computers

Wednesday, May 18, 2011

Time: 6:30pm-8:00pm

Location: Village

Adults

Free computer class for adults. Learn how to transfer pictures from ANY camera (not just a digital camera) to your computer and e-mail them to friends and family! Come in or call The Village Library (405) 755-0710 to sign up.

Law Day

Saturday, May 21, 2011

Time: 10:00am-1:00pm

Location: Ralph Ellison

All Ages

Need some legal advice? Well thanks to the Oklahoma City Association of Black Lawyers, you can get advice for free. No appointment necessary. Come take advantage of this great opportunity. Co-Sponsor: Oklahoma City Association of Black Lawyers.

Saturday Soul Music

Saturday, May 21, 2011

Time: 2:00pm-4:00pm

Location: Ralph Ellison

All Ages

Music, especially jazz, was important to the life of author Ralph Ellison. So Ralph Ellison Library found it appropriate to begin a new live music series. First in the series is jazz music with a professional saxophone player leading the way!