All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(This item is placed on the agenda so the Industrial Authority Trustees, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE INDUSTRIAL AUTHORITY TUESDAY, NOVEMBER 19, 2024 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 11/19/2024
Original source: https://agendas.clintonok.gov/archive/2024/111924/launch.html

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

    A. Temple Diehl, Pastor, First United Methodist Church, Prayer
    Doug Greer, Service Officer, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from the November 5, 2024, Regular Meeting,

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Recommendation from the Clinton Chamber of Commerce to approve the Meeting/Event Grant Application in the amount of $2,000.00 from Oklahoma Western Heifer Show

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. TRUSTEE COMMENTS

6. MANAGER COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 15 th day of November 2024, posted on the bulletin board in the lobby of the Clinton City Hall November 15, 2024, at 4:00 p.m.

_____

Not recorded

MINUTES OF INDUSTRIAL AUTHORITY MEETING
NOVEMBER 5, 2024

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Industrial Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 5, 2024, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 1, 2024, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:30 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Ernie Dowdell, Stormie Hill, Arthur Lloyd, Ernesto Villanueva
TRUSTEES ABSENT:
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Gena Trent, Hope King, Sean Stephens
OTHERS: Gene McCullough, Shauna Hacker, Kent & Beth Dewees, Danny Tharp, Jeff Johnson, Billy & Cheryl McCullers and others.

Jeff Johnson, Pastor First Christian Church opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of November 5, 2024
B. Consider Claims
C. Acknowledgement of the Receipt of the Financial Statement from September 7, 2024.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 3 DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

None

AGENDA ITEM NO. 4 NEW BUSINESS:

None

AGENDA ITEM NO. 5: TRUSTEE REPORT

None

AGENDA ITEM NO. 6: MANAGER'S REPORT

None

AGENDA ITEM NO. 7: AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

None

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:34 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

Clinton
Hub City of Western Oklahoma

Meeting/Event Grant Application

Requests Must be Submitted Prior to the 1st Tuesday of Each Month to be included in the Chamber of Commerce Executive Board Agenda.
Applications should be mailed to: The Clinton Chamber of Commerce 101 S. 4th St. Clinton, OK 73601.

Organization Applicant Information

Organization/Agency Name: Oklahoma Western Heifer Show			Date: 10/30/2024
Mailing Address: 22672 rt 66 N			Phone: 580-445-7058
City: Clinton	State: Ok		ZIP Code: 73601
Year Founded/Established: 2016	Non-Profit: Yes No (Please circle)		Website:

Type of Organization/Agency (brief description of activities and primary purpose): Livestock show for Junior Exhbitors open to the state of Oklahoma and Surrounding states.

Event/Emergency Contact Information

Event Contact Person: Jeff Hunter/Jay Baker			Title: Show Organizer
Address: 22672 rt 66 N			Phone: 580-445-7058
City: Clinton	State: Ok		Zip: 73601
Email Address:			2nd Phone: 580-331-9614

Meeting/Event Information

Name of Meeting/Event: Oklahoma Western Heifer Show

Date Event Begins	November 23 2024	Date Event Ends	November 24 2024

Full Description of proposed Fund usage for Meeting/Event (Be specific): To offset the cost of show expense:

Judge
Marketing
Banners
Advertising

Date of Last Meeting/Event	Nov. 19 2024	Number/Years Previously Received Funds	5	Meeting/Event Funding Amount Requested:	$ 3000.00

Clinton
Hub City of Western Oklahoma

Meeting/Event Grant Application (Continued)

Organization/Agency Name: Oklahoma Western Heifer Show	Date: 10/30/2024

Economic Impact

Anticipated Economic Benefit or Impact to the City of Clinton: 200-300 exhibitors and spectarors attending livestock show. Impact being hotels, restaurants and fuel.

Expected Visitor Attendance to Clinton:	250	Local Visitors (within 75 miles)	150	Area Visitors (outside 75 miles)	90	Out of State Visitors	10
Total Expected Number of Hotel/Motel Room Nights Required (# nights x # rooms)		50-75	Host Hotel/Motel:				

Overflow Hotels/Motels:

Anticipated Meeting/Event Facilities Required: Custer County Fair Grounds

Dispersal Information

Name and Address to Appear on Check: Oklahoma Western Heifer Show

Name: Oklahoma Western Heifer Show

Address: 22672 rt 66 N

City: Clinton | State: Ok | ZIP Code: 73601

Terms

We acknowledge the Organization information included in this application is true and accurate with no facts having been in any way misrepresented.

Should an approved event be CANCELED after the funds have been disbursed, then we, the Organization, agree to repay all funds received within 30 days of the scheduled event or date of cancellation.

Authorized Applicant Signature:	Applicant Title: Show Organizer
Printed Name: Jeff Hunter/Jay Baker	Application Date: 10/30/2024

Before submitting this request, please ensure all pages have been completed in their entirety and proper signatures are included. If a question is not answered, please state why it is not answered.

Funding Process

The Clinton Chamber of Commerce Executive Board will review all applications during the Executive Session scheduled on the 2nd Wednesday of each month. Once reviewed, recommendations will be presented to the City of Clinton City Council during 3rd Tuesday regularly scheduled meetings.

A representative from the organization requesting funds may be present at the Clinton Chamber of Commerce Executive Board meeting and the Clinton City Council meeting to address any questions or concerns.

Clinton Chamber of Commerce Executive Board Funding Recommendation

Grant Amount Recommended to the Clinton City Council for Final Approval:	$2,000.00	Date: 11/13/2024
Signature of Clinton Chamber of Commerce Board Chair or Acting Chair		Printed Name: Mark Miner

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(This item is placed on the agenda so the Public Works Authority Trustees, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item(s) will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE PUBLIC WORKS AUTHORITY TUESDAY, NOVEMBER 19, 2024 AT 5:30 PM CLINTON CITY HALL

AMENDED AGENDA

Source listing: 11/19/2024
Original source: https://agendas.clintonok.gov/archive/2024/111924/launch.html

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

    A. Temple Diehl, Pastor First United Methodist Church, Prayer, Doug Greer, Service Office, American Legion Post 41

2. CONSENT AGENDA

    A. Minutes of the November 5, 2024, Regular Meeting

    B. Burns and McDonnell Engineers, Inc. Invoice 152308-5, Task Order No. 22, in the Amount $88,449.53 Professional Services for Chlorine Building Detailed Design

    C. Garver Engineering Contract Amendment No.1 Section 8 Additional Services – Water Redesign Services to the Clinton Water Relocation Along I-40 Near Exit 65 Not to Exceed Amount of $21,500.00.

    D. Garver Engineering Contract Amendment No.3 Section 7 Additional Services – Sewer Redesign Services to the Clinton Sewer Relocation Along I-40 Near Exit 65 Not to Exceed Amount of $21,500.00.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Walters Morgan Pay Application No. 1 Clinton Lake WTP Chlorine Building Project No. 152308 Invoice No. 224-04 $40,587.80

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. TRUSTEE COMMENTS

6. MANAGER COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 15th day of November 2024, Posted on the bulletin board in the lobby of the Clinton City Hall November 15, 2024, at 4:00 p.m.
Amended Agenda Filed this 18 th day of November 2024 and posted on the bulletin board in the lobby of the Clinton City Hall November 18 , 2024.

_____

Not recorded

MINUTES OF CLINTON PUBLIC WORKS AUTHORITY MEETING
NOVEMBER 5, 2024

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 5, 2024, at 5:30 p.m. A notice of this meeting was posted on the bulletin board in the lobby of Clinton City Hall on November 1, 2024, at 4:00 p.m.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Chairman David Berrong called the meeting to order at 5:32 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Ernie Dowdell, Stormie Hill, Arthur Lloyd, Ernesto Villanueva
TRUSTEES ABSENT:
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Gena Trent, Hope King, Sean Stephens
OTHERS: Gene McCullough, Shauna Hacker, Kent & Beth Dewees, Danny Tharp, Jeff Johnson, Billy & Cheryl McCullers and others.

Jeff Johnson, Pastor First Christian Church opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the October 15 2024, Regular Meeting
B. Consider Claims
C. Acknowledge Financial Reports from the month ending September 30, 2024.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva that the Consent Agenda Items be approved.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 3: DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION ITEMS

A. Pay Application No. 3 - Superior Services & Supply for Work on the 18th & Broadway Ground Storage Tank Project

Public Works Director Gene McCullough present the Pay Application No. 3 – Superior Services & Supply for Work on the 18th & Broadway Ground Storage Tank Project in the amount of $259,227.31. He stated that this application was submitted after the monthly cut off deadline last month. He reported that the project is nearing completion with a target date the end of November.

Motion was made by Trustee Dowdell and Seconded by Trustee Villanueva to approve Pay Application No. 3 - Superior Services & Supply in the amount of $259,277.31. Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

B. Pay Application No. 4 – Superior Services & Supply for Work on the 18th & Broadway Ground Storage Tank Project.

Public Works Director Gene McCullough present the Pay Application No. 4 – Superior Services & Supply for Work on the 18th & Broadway Ground Storage Tank Project.in the amount of $457,671.14.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve the Pay Application No. 4 – Superior Services & Supply in the amount of $457,671.14.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

C. Change Order(s) Superior Services

Public Works Director Gene McCullough provided an agenda commentary regarding the potential change orders. There are 3 change orders presented today: Change order No. 2, No. 2.5, and No. 3. The items in the change order No. 2 and 2.5 were unforeseen repairs to the ground storage tank and are recommended for approval. Change Order No. 3 is for the painting of the City Logo on the Storage Tank.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve Change Order No. 2 with Superior Services and Supply in the amount of $10,179.43.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve Change Order No. 2.5 with Superior Services and Supply in the amount of $5,000.00.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

No motion was made regarding Change Order 3 with Superior Services and Supply in the amount of $35,625.00 for the painting of the Logo on the ground water storage tank.

D. Burns and McDonnell Task Order No. 23 -Water Wells for RO Plant, Dixon #2

Gene McCullough, Public Works Director presented agenda commentary for the Water Wells for RO Plant, Dixon #2, TO #23 to the Trustees for review. The proposed Task Order includes the costs for drilling and testing and the recommendation on which exact location to proceed with completing for an additional well to supply the RO plant. Also, this will include consultations with OWRB and ODEQ, and assistance with any tasks involved with both regulatory agencies.

Motion was made by Trustee Dowdell and seconded by Villanueva to approve Task Order No. 23 -Water Wells for RO Plant, Dixon #2.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act)

None

AGENDA ITEM NO. 5: TRUSTEE COMMENTS

None

AGENDA ITEM NO. 6: MANAGER COMMENTS

Manager Johnston presented information regarding the Lead & Copper Service Lines Inventory. He stated that letters would be mailed to all of our water customers as part of an EPA mandate to notify the customers of potential lead water service lines. The customer will be responsible for the lines from the city service to their home or business in regard to testing or replacing lines which do not belong to the city. This notification will be sent on or before November 15, 2024.

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Lloyd, Hill, Berrong, Villanueva, Dowdell
Nay: None

Chairman declared the meeting adjourned at 5:50 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

BURNS McDONNELL

CREATE AMAZING.

November 12, 2024

Invoice: 152308-5
Federal ID: 43-0956142
Client Task Order: 22

	SEND PAYMENT TO:	WIRE INSTRUCTIONS:
CITY OF CLINTON OKLAHOMA GENE MCCULLOUGH 415 WEST GARY BLVD CLINTON OK 73601	Burns & McDonnell Engineering Co., Inc. PO Box 411883 Kansas City, MO 64141-1883 Reference Invoice Number with Payment TERMS: PAYABLE UPON RECEIPT - 1.5% INTEREST PER MONTH IF NOT PAID WITHIN 30 DAYS	Account: 9801192345 Routing: 101000695 SWIFT Code: UMKCUS44 United Missouri Bank 1010 Grand KANSAS CITY, MO 64106 (816)-860-7000

Professional Engineering Services for Chlorine Building Detailed Design

SERVICE THROUGH: 31-Oct-2024

Labor Classifications	Level	Regular Hours	Regular Rate	Amount
Technician	6	14.50	80.00	1,160.00
Assistant	8	128.50	127.00	16,319.50
Staff	10	48.00	176.00	8,448.00
Staff	11	86.50	190.00	16,435.00
Senior	12	85.50	212.00	18,126.00
Associate	14	8.00	246.00	1,968.00
Associate	15	62.50	250.00	15,625.00
Associate	17	40.00	259.00	10,360.00
		473.50		88,441.50

Expense

(See Attached) 8.03

Subtotal Amount	88,449.53
TOTAL AMOUNT DUE THIS INVOICE	88,449.53 USD

Contract Maximum	690,905.00
Less Total Billed to Date	473,832.53
Amount Remaining	217,072.47

Email invoices to:
Robert B. Johnston - Robert.Johnston@clintonok.gov
Shona Stermer - Shona.Stermer@clintonok.gov

Thank you for your business. We appreciate the opportunity to serve you.

Project Manager: Michelle Cuellar +1 (405) 200-0306 mcuellar@burnsmcd.com
Invoice Inquiry: Sean DiJoseph smdijoseph@burnsmcd.com

Invoice 152308-5

Labor Summary Amount					
Reg. Hours	**Prem. Hours**	**Number**	**Name**	**Bill Level**	**Classification**
14.50		110732	Gleason, Cody	6	Technician
9.00		87628	Domingo, Joshua	8	Assistant
2.50		80674	Fields, Earnie	8	Assistant
1.00		70672	Michels-Gates, Brenna	8	Assistant
59.00		86061	Robinson, Stanley	8	Assistant
55.50		69517	Rutkowski, Emma	8	Assistant
1.50		109707	Vold, Kate	8	Assistant
1.00		42251	Belcher, McKenna	10	Staff
12.50		34660	Ryan, Preston	10	Staff
27.00		38376	Swearingen, Paul	10	Staff
7.50		82415	Tong, Paul	10	Staff
76.50		21994	Boaldin, Clayton	11	Staff
10.00		35940	Heisey, Trevin	11	Staff
43.00		110405	Cuellar, Michelle	12	Senior
40.00		79486	Jacobs, Ryan	12	Senior
2.50		67049	Lilly, Adam	12	Senior
7.00		6920	Anaya, Joe	14	Associate
1.00		11988	Lang, Ryan	14	Associate
62.50		4631	Taylor, Shawn	15	Associate
40.00		11879	Chilton, Dave	17	Associate
473.50					

Other Expense				
	Expenditure Type	**Cost**	**Markup/ Markdown**	**Billed Amount**
	PRINTING - INTERNAL	0.12		0.12
	PRINTING COLOR - INTERNAL	2.66		2.66
	SCANNING	1.65		1.65
	SCANNING COLOR	3.60		3.60
Other Expense Total		8.03		8.03

Expense Subtotal: Amount	8.03

Invoice 152308-5

OKLAHOMA Transportation

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

November 18, 2024

Mr. Robert Johnston, Manager
City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601

Dear Mr. Johnston:

Subject: J/P 31842(04) Construction, J3-1842(004)
J/P 31842(06) Utilities, NHPPI-4000(140)UT
Custer County, I-40
Amended Engineering Approval

We have a letter of November 15, 2024 requesting an increase to the engineering "cost-not-to-exceed" amount for **Garver** to perform additional engineering for the rearrangement of your existing facilities within the limits of this highway project. This project is on I-40 at Exit 65, I-40B West JCT in Clinton.

We approve your request for additional funds in the amount of **$21,500.00** which would increase the original cost-not-to-exceed amount of **$267,175.00** to **$288,675.00**. The amount paid for engineering will be computed on actual time expended for services rendered, at the rates presented in the engineer's schedule. Engineering services may include, but are not limited to, preliminary engineering, design, preparation of plans and specifications, necessary surveying and inspection for the complete facility rearrangement to accommodate the roadway construction.

Unless there is a change in the scope of the project or unforeseen aspects concerning the rearrangement of the facilities, adjustment of the cost-not-to-exceed amount for engineering services will not be considered.

When submitting a claim for payment, the claim must be accompanied by a detailed employee time record. The employee time record must include the following information: employee name, job title, day/time of work performed. Please forward a copy of this Engineering Approval letter to Garver, LLC.

If we can be of further assistance, please call me at 405-388-6608.

Thank you.

Christopher Owens

Christopher Owens,
District 5 Utility Manager

CERTIFICATION OF CONSULTANT OR LAND SURVEYOR

I hereby certify that I am the Vice President and duly authorized representative of the firm of Garver, LLC, whose address and telephone number is 750 SW 24th St. Suite 200 Moore, OK 73160 405-329-2555, and

That, except as expressly stated and described herein, neither I nor the firm of Garver, LLC has, in connection with its contract with The City of Clinton, which has entered into pursuant to provisions of an agreement between the aforementioned Utility Owner and the State of Oklahoma, as part of the highway project 31842(04) I-40 Exit 65 :

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm, company or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract.

(Statement and explanation of exceptions, if any):

I hereby further agree to promptly and expeditiously prepare a Utility Relocation Agreement Form and Proposal of Work, containing detailed cost estimates and plan drawings, for the adjustment-relocation of Utility Owner's Waterlines within this project. These documents are to be submitted to our Utilities Manager, Mr./Ms. Simon Winlock, Department of Transportation, P.O. Box _____, 200 NE 21st St. OKC, Oklahoma 73105.

I acknowledge that this certificate is to be furnished to the State of Oklahoma, Department of Transportation, in connection with the aforementioned project involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

November 15, 2024
Date

Mary L Mack
Signature

P.E. or L.S. Number 24903

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
Clinton Water Relocations Along I-40 Near Exit 65
Clinton, OK
Project No. 22W02360

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Clinton ("Owner") and Garver, LLC (Garver), dated June 20, 2023 referred to in the following paragraphs as the "Agreement."

This Amendment adds Water Redesign Services to the Clinton Water Relocation Along I-40 Near Exit 65.

The Agreement is hereby modified as follows:

SECTION 8 – ADDITIONAL SERVICES

The following language adds to the language in Section 8 of Exhibit B of the Agreement:

8.1 WATERLINE REDESIGN SERVICES

Once Garver receives written approval from Owner on Final Roadway design, Garver will begin redesign of approximately 125 linear feet of the West Gary and Lexington Ave intersection waterline. During this redesign phase of the Project, Garver will perform the following:

- Review the final roadway design and determine the impacts to the proposed waterline design
- Produce a draft revision document to be considered by the owner prior to making the necessary changes to the drawings, OPCC, and specifications
- Revise the necessary plan and profile sheets
- Revise the summary of quantities
- Revise the OPCC with a 15% contingency in accordance with an AACE Class 2 OPCC
- Revise the Final Specification
- Combine and submit the Final Design to be Issued For Bidding

It is assumed that no additional survey or SUE will be needed.

EXHIBIT C (COMPENSATION SCHEDULE)

The following language is added to Exhibit C of the Agreement:

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
TASK 8.1 – WATERLINE REDESIGN SERVICES	$21,500.00	RATE SCHEDULE

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Clinton	GARVER, LLC
By: _____ *Signature*	By: Mary E Mach *Signature*
Name: _____ *Printed Name*	Name: Mary Elizabeth Mach *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: November 15, 2024
Attest: _____	Attest: Thomas Helvick

Robert Johnston

From: Helvick, Thomas M. <TMHelvick@GarverUSA.com>
Sent: Monday, November 18, 2024 1:15 PM
To: Robert Johnston; Gene McCullough
Cc: Callies, Bryce M.
Subject: Clinton Water and Sewer Relocation - Amendment
Attachments: Garver Standard Prime or Sub Contract Amendment 1 - Water Redesign.pdf; Garver Standard Prime or Sub Contract Amendment 3 - Sewer Redesign.pdf; Sewer Engineering Approval - Clinton Additional Services 2.pdf; Water Engineering Approval - Clinton Additional Services .pdf

Good afternoon,

We received notice from ODOT that the roadway will likely be changing their design which will impact our water and sewer design. We have gotten the attached approval from ODOT for them to accept the additional cost of us redesigning the water and sewer lines at West Gary and Lexington Ave.

Attached are our amendments for the water and sewer redesign, if you could please review and if acceptable please start the process to get them signed so we can start working on this additional design.

Let me know if you have any questions.

Best,

Thomas Helvick, PE
Project Engineer
Water Team
918-858-4887
918-557-5138

OKLAHOMA Transportation

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

November 18, 2024

Mr. Robert Johnston, Manager
City of Clinton
P.O. Box 1177
Clinton, Oklahoma 73601

Dear Mr. Johnston:

Subject: J/P 31842(04) Construction, J3-1842(004)
J/P 31842(06) Utilities, NHPPI-4000(140)UT
Custer County, I-40
Amended Engineering Approval

We have a letter of November 15, 2024 requesting an increase to the engineering "cost-not-to-exceed" amount for **Garver** to perform additional engineering for the rearrangement of your existing facilities within the limits of this highway project. This project is on I-40 at Exit 65, I-40B West JCT in Clinton.

We approve your request for additional funds in the amount of **$21,500.00** which would increase the original cost-not-to-exceed amount of **$321,875.00** to **$343,375.00**. The amount paid for engineering will be computed on actual time expended for services rendered, at the rates presented in the engineer's schedule. Engineering services may include, but are not limited to, preliminary engineering, design, preparation of plans and specifications, necessary surveying and inspection for the complete facility rearrangement to accommodate the roadway construction.

Unless there is a change in the scope of the project or unforeseen aspects concerning the rearrangement of the facilities, adjustment of the cost-not-to-exceed amount for engineering services will not be considered.

When submitting a claim for payment, the claim must be accompanied by a detailed employee time record. The employee time record must include the following information: employee name, job title, day/time of work performed. Please forward a copy of this Engineering Approval letter to Garver, LLC.

If we can be of further assistance, please call me at 405-388-6608.

Thank you.

Christopher Owens

Christopher Owens,
District 5 Utility Manager

CERTIFICATION OF CONSULTANT OR LAND SURVEYOR

I hereby certify that I am the Vice President and duly authorized representative of the firm of Garver, LLC, whose address and telephone number is 750 SW 24th St. Suite 200 Moore, OK 73160 405-329-2555, and

That, except as expressly stated and described herein, neither I nor the firm of Garver, LLC has, in connection with its contract with The City of Clinton, which has entered into pursuant to provisions of an agreement between the aforementioned Utility Owner and the State of Oklahoma, as part of the highway project 31842(04) I-40 Exit 65 :

(a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm, company or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or

(b) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or

(c) paid, or agreed to pay, to any firm, company, organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract.

(Statement and explanation of exceptions, if any):

I hereby further agree to promptly and expeditiously prepare a Utility Relocation Agreement Form and Proposal of Work, containing detailed cost estimates and plan drawings, for the adjustment-relocation of Utility Owner's Sanitary Sewer within this project. These documents are to be submitted to our Utilities Manager, Mr./Ms. Simon Winlock, Department of Transportation, P.O. Box _____, 200 NE 21st St. OKC, Oklahoma 73105.

I acknowledge that this certificate is to be furnished to the State of Oklahoma, Department of Transportation, in connection with the aforementioned project involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

November 15, 2024
Date

Mary L Mack
Signature

P.E. or L.S. Number 24903

R/W Form 309 (REVISED 06/2019)

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
Clinton Sewer Relocations Along I-40 Near Exit 65
Clinton, OK
Project No. 22W02360

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3 ("Amendment"), effective on the date last written below, shall amend the original contract between the City of Clinton ("Owner") and Garver, LLC (Garver), dated June 20, 2023 referred to in the following paragraphs as the "Agreement."

This Amendment adds Sewer Redesign Services to the Clinton Sewer Relocation Along I-40 Near Exit 65.

The Agreement is hereby modified as follows:

SECTION 7 – ADDITIONAL SERVICES

The following language adds to the language in Section 7 of Exhibit B of the Agreement:

7.3 SEWER REDESIGN SERVICES

Once Garver receives written approval from Owner on Final Roadway design, Garver will begin redesign of approximately 200 linear feet of the West Gary and Lexington Ave intersection sewer. During this redesign phase of the Project, Garver will perform the following:

- Review the final roadway design and determine the impacts to the proposed sewer design
- Produce a draft revision document to be considered by the owner prior to making the necessary changes to the drawings, OPCC, and specifications
- Revise the necessary plan and profile sheets
- Revise the summary of quantities
- Revise the OPCC with a 15% contingency in accordance with an AACE Class 2 OPCC
- Revise the Final Specification
- Combine and submit the Final Design to be Issued For Bidding

It is assumed that no additional survey or SUE will be needed.

EXHIBIT C (COMPENSATION SCHEDULE)

The following language is added to Exhibit C of the Agreement:

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
TASK 7.3 – SEWER REDESIGN SERVICES	$21,500.00	RATE SCHEDULE

Terms and conditions of the Agreement not modified herein remain unchanged and in full force and effect.

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Clinton	GARVER, LLC
By: _____ *Signature*	By: Mary E Mach *Signature*
Name: _____ *Printed Name*	Name: Mary Elizabeth Mach *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: November 15, 2024
Attest: _____	Attest: Thomas Schrick

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(This item is placed on the agenda so the Recreation Authority Trustees, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE RECREATIONAL AUTHORITY TUESDAY, NOVEMBER 19, 2024 AT 5:30 PM CLINTON CITY HALL

AGENDA

Source listing: 11/19/2024
Original source: https://agendas.clintonok.gov/archive/2024/111924/launch.html

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

    A. Temple Diehl, Pastor, First United Methodist Church, Prayer
    Doug Greer, Service Officer, American Legion Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from November 5, 2024, Regular Meeting

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Independent Contractor Agreements with the Golf Professional and Course Superintendent at Riverside Golf Course .

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. TRUSTEE COMMENTS

6. MANAGER COMMENTS

7. AUDIENCE PARTICIPATION (According to Audience Participation Decorum Guidelines at Clinton City Council Public Meetings effective: 2/14/2017)

8. ADJOURN

Filed this 15 th day of November 2024, Posted on the bulletin board in the lobby of the Clinton City Hall November 15, 2024, at 4:00 p.m.

_____

Not recorded

MINUTES OF RECREATIONAL AUTHORITY MEETING
NOVEMBER 5, 2024

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Recreational Authority, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 5, 2024, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 1, 2024, at 4:00 p.m.

Chairman David Berrong called the meeting to order at 5:50 p.m. with the following present:

CHAIRMAN: David Berrong
TRUSTEES: Ernie Dowdell, Stormie Hill, Arthur Lloyd, Ernesto Villanueva
TRUSTEES ABSENT:
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Gena Trent, Hope King, Sean Stephens
OTHERS: Gene McCullough, Shauna Hacker, Kent & Beth Dewees, Danny Tharp, Jeff Johnson, Billy & Cheryl McCullers and others.

Jeff Johnson, Pastor First Christian Church opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of Regular Meeting of October 1, 2024
B. Consider Claims
C. Acknowledge Financial Reports from the month ending September 30, 2024

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve the Consent Agenda items.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 3 Discussion, Consideration, And Possible Action Regarding:

A. Regarding Expenses Related to Putting Greens Restoration

Manager Johnston presented proposals from JonesPlan for the labor and Emerald Sod for the material to restore damaged putting greens. He stated that an insurance claim

has been filed but not yet settled. Manager Johnston recommends that we move forward the proposals as we are getting into the cooler weather months, and the resodding is time sensitive as bentgrass is a cooler weather grass. The plan is to have this work done in the next couple of weeks so that the greens will be substantially healed by March 2025.

Motion was made by Trustee Dowdell and seconded by Trustee Villanueva to approve for the City Manger to Not Exceed $150,000 for the purposes of green restoration with the Jones Plan and Emerald Sod.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4 NEW BUSINESS (If any pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)
None

AGENDA ITEM NO. 5: TRUSTEE REPORT
None

AGENDA ITEM NO. 6: MANAGER'S REPORT
None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Dowdell and seconded by Trustee Villanueva to adjourn the meeting.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Villanueva, Berrong
Nay: None

Chairman declared the meeting adjourned at 5:56 p.m.

_____
Date Approved

_____
David D. Berrong, Chairman

SECOND AMENDED GOLF PROFESSIONAL SERVICES AGREEMENT

This Amended Agreement ("Agreement") is entered into this __ day of November 2024 by and between the Clinton Recreational Authority ("Authority), a Title 60 public trust with the sole beneficiary being the City of Clinton, Oklahoma and Jimmy's Golf Shop, LLC ("Manager") for the management and operation of the clubhouse at Riverside Golf Course ("Riverside") .

WITNESSETH:

WHEREAS: Authority is the owner of an eighteen-hole golf course facility known as Riverside which includes other forms of amenities, including a clubhouse, driving range, food and beverage operations and all other improvements and business operations.

WHEREAS: Authority intends to enhance the day-to-day operations of Riverside by contracting for professional day to day management by a Golf Professional, to work in conjunction with a Golf Course Superintendent, for the complete operations of Riverside, including, without limitation, administration of all receipts, disbursement, operations and management of the golf course, clubhouse, related facilities and equipment, personnel management, marketing and sales and membership development.

WHEREAS: Authority desires that Manager provide the day-to-day management and other operation services of the clubhouse which are necessary for the successful operations of Riverside in a professional manner with budgets and operations in recognition of Authority's financial means while providing a professional, recreational opportunity for the citizens of the City of Clinton.

WHEREAS: it has agreed to provide such services on the terms and conditions set forth below and will be referred to during the term of this Agreement as the "Golf Professional".

I. BASIC TERMS

1. Duration of the Agreement: The initial term of this Agreement will be from the date of execution of this Agreement on November 21, 2024 until October 31, 2025. Thirty (30) days prior to the expiration of the initial term, either party may seek an extension of the Agreement for an additional twelve (12) month term. The Agreement will only be extended by mutual agreement.

2. Management Fee: The monthly base management fee will be Nine Thousand Dollars ($9,000.00) payable in two (2) equal monthly installments after services have been performed.

Incentive Fee: In addition to the base management fee, Manager will be entitled to ***five percent (5%)*** of the revenues generated from green fees and cart rentals associated with Tournaments procured by Manager. However, Manager will not be entitled to any entry fee paid in connection with any Tournaments. This incentive fee does not include any fees collected from golfers not affiliated with the Tournaments in the event the Golf Course Facility is open for play for other persons than those signed up for a Tournament. Except as provided above, Manager will not be entitled to any percentage of golf cart rentals paid by non-Tournament golfers.

4. Concessions: Manager will be solely responsible for procuring, stocking, marketing, and selling golf course apparel, equipment, food and beverages sold through the golf clubhouse. Manager will be required to maintain, at all times, appropriate quality control and food and other safety standards mandated by state and federal laws and regulations.

Manager will be entitled to 100% of the proceeds from merchandise sales, golf club repairs, driving range fees and from food and beverages sold in/from the clubhouse, including from the beverage cart and golf lessons. The Authority will be entitled to 100% of the proceeds from memberships, greens fees, golf cart rentals and cart trail fees.

5. Permits/licenses: In the event that Manager elects to sell alcoholic beverages, he will be responsible for securing and maintaining the necessary licenses from the ABLE Commission all applicable regulations of the Oklahoma Alcohol Beverage Laws Enforcement (ABLE) Commission

6. Sales Taxes: Manager will be responsible for the collection and remitting of all sales tax due on any item sold by him under this Agreement. He acknowledges and agrees that as a sole proprietor, he is not entitled to use the Authority's or the City's sale tax exempt status in the performance of this Agreement.

7. Revenue: The financial viability of Riverside is based upon a "pay to play" revenue stream whereby all users pay: membership, greens fees, trail fees and other fees to support the facility. As a result, allowing payment for free will be limited to written arrangements approved in advance by the Authority.

8. Consultations: Manager recognizes that the Authority's General Manager is the Authority's contract administrator for the Agreement. Meetings and less formal consultations, as needed, will occur with the General Manager to discuss any matter related to the Agreement, as well as matters not specifically listed in the Agreement. For at least some of such consultations, the Golf Course Superintendent will also participate. Furthermore, Manager will participate in Golf Advisory Board meetings to review club house operations and other matters related to this Agreement.

II. POWERS AND DUTIES OF MANAGER

Manager agrees to operate Riverside in good, workmanlike and professional manner by:

a. Devoting sufficient time to the provision of day-to-day management and oversight of the clubhouse operations of Riverside. Other than holidays when the course is closed, the clubhouse shall be open at least 30 minutes before sunrise and shall remain open until at lease 30 minutes after sunset

b. Employing, compensating and supervising competent staff and deploying such staff and other resources to ensure the proper care of the buildings and Riverside. All employees will be deemed employees of Manager and not Authority or City of Clinton.

c. Preparing and maintaining accurately all books, accounts, and records of the operations of Riverside and all transactions related to Riverside utilizing a point-of-sale system of its choosing. This is to include, but not be limited to, the collection of greens fees, cart rental fees, annual memberships, cart trail memberships. Within two (2) banking days of collection, Manager shall provide these funds to the City Clerk. All receipts shall be deposited intact by the Manager and shall not be used for petty cash expenditures or other reimbursable expenses.

d. Manager agrees to provide representatives of Authority with access to all books, accounts, and records upon demand during normal business hours and will provide Authority with monthly financial statements. Manager also agrees to the transfer of the point-of-sale system to the Authority upon termination of this Agreement.

e. Overseeing the planning and implementation of all marketing programs including membership sales, tournament events,

promoting the overall Riverside facility and placing appropriate media/advertising.

f. Ensuring adequate supplies and equipment in order to operate Riverside.

g. Maintaining the golf course and all Riverside facilities in a condition consistent with appropriate quality levels of similar municipal golf courses.

h. Coordinating with representatives of the Authority to result in Riverside to always be in compliance with all relevant federal, state and municipal

laws and regulations.

i. Overseeing all other matters reasonably necessary for the efficient performance of the operations in connection with Riverside.

j. Carrying a minimum of one million dollars of liability insurance with the Authority listed as an insured party to cover any acts of negligence by Manager resulting in damage to the Riverside's assets and operations or resulting in damage to any other persons or entities.

a. POWERS AND DUTIES OF AUTHORITY

Authority will have the following duties and responsibilities during the term of this Agreement:

a. Subject to budgetary appropriations, responsible for all expenditures for capital improvements, repairs and maintenance.

b. Maintaining insurance on the Riverside Facility and the payment of appropriate premiums.

c. Paying any costs and expenses for utilities. Including water, electricity, internet, satellite television,

d. Paying fees due to Manager under this Agreement

b. TERMINATION

The initial term of this Agreement is set forth above. However, the Agreement may be terminated sooner:

a. At any time by mutual agreement.

b. Upon written notice by one party to the other of a default in the duties by the other party when the default is not cured within fifteen (15) days after receipt of notice of default.

c. In the event of gross negligence by Manager in the performance of his obligations under this Agreement.

d. Upon the death of Manager or his physical or mental inability to perform his obligations under this Agreement.

c. INDEPENDENT CONTRACTOR

The parties mutually acknowledge and agree that Manager is deemed an Independent Contractor and is not an employee of the Authority or the City of Clinton. As such, except as may be expressly provided herein, Manager has no right or authority to assume or create any obligation or responsibility on behalf of the Authority or the City of Clinton or to bind or attempt to bind the Authority or the City of Clinton in any manner without express permission given in writing.

d. INDEMNITY

Manager agrees to indemnify and hold harmless the Authority for any liability, loss, damage, costs and expenses (including attorney fees) caused by his gross negligence, misconduct or material breach of this Agreement causing harm to any portion of the Riverside facility, any patron of Riverside, any other person or any property of an employee, patron or other person.

e. MISCELLANEOUS

1. Each party warrants and represents that he/it has the full authority to enter into this Agreement and to perform hereunder. Each party agrees to cooperate with the other and its officers, agents, servants, attorneys, or employees in connection with the performance of this Agreement.

2. This Agreement may not be assigned by Manager to any third party without the express, prior written permission of the Authority.
3. If determined by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal, or unenforceable, that part or portion will be severable from and will not affect the remainder of the Agreement.

4. This Agreement will be subject to the laws of the State of Oklahoma. Any disputes arising out of this Agreement must be brought in the District Court of Custer County or the United States District Court for the Western District of Oklahoma.

5. The terms of this Agreement may only be changed, modified, waived or released by mutual written consent.

6. Any notice, document or other item to be given, delivered, furnished or received by be addressed as follows:

Jimmy's Golf Shop,
LLC 125 N Terrace
Drive Weatherford, OK
7309
580-330-9657
Email: jimmydlaughlinjr@yahoo.com

Clinton Recreational Authority c/o General Manager
P.O. Box 1177
415 Gary Blvd.
Clinton, Oklahoma 72601-1177
(580) 323-0261
Email: city.manager@clintonok.gov

7. This Agreement may be executed in multiple counterparts, each of which when so executed, will be deemed an original and such counterparts together will constitute one and the same Agreement.

Dated this ____ day of November 2024

CLINTON RECREATIONAL AUTHORITY

_____
David D. Berrong, Chairman

JIMMY'S GOLF SHOP, LLC

_____
Jimmy D. Laughlin, Jr.

SECOND AMENDED AGREEMENT FOR

GOLF COURSE SUPERINTENDENT SERVICES

This Agreement ("Agreement") is entered into this __ day of November 2024, by and between the Clinton Recreational Authority ("Authority), a Title 60 Oklahoma public trust with the sole beneficiary being the City of Clinton, Oklahoma and Littke's Lawncare, LLC ("Superintendent") for maintenance of the Riverside Golf Course ("Riverside") facilities.

WITNESSETH:

WHEREAS: Authority is the owner of an eighteen-hole golf course known as Riverside which includes other forms of amenities, including a clubhouse, driving range, food and beverage operations and all other improvements and business operations.

WHEREAS: Authority intends to enhance the appearance and operation of Riverside by contracting with a Golf Course Superintendent ("Superintendent") to provide for the professional day-to-day maintenance of the golf course & its facilities, the servicing of, routine repairs and maintenance of mowing and other equipment, chemical application and the personnel management of his employees.

WHEREAS: Authority is prepared to contract with Littke's Lawncare, LLC to maintain Riverside as Golf Course Superintendent ("Superintendent'), to work in cooperation with a Golf Professional who is under separate contract to operate the Riverside clubhouse, whereby the Superintendent and Golf Pro have separate and distinct responsibilities to fulfill their own specified contract responsibilities with neither supervising the other.

WHEREAS: Authority desires that Superintendent provide the day-to-day maintenance which is necessary for the successful operation of Riverside, in a professional manner with budgets and operations in recognition of Authority's financial means while providing a professional, recreational opportunity for the citizens of the City of Clinton.

WHEREAS: Superintendent has agreed to provide such services on the terms and conditions set forth below.

I BASIC TERMS

1. Duration of the Agreement: The initial term of this Agreement will be for twelve (12) months from the date of execution of this Agreement on _____ __, 2025. Thirty (30) days prior to the expiration of the initial term, either party may

elect, in writing, to extend the Agreement for an additional twelve (12) month term. The Agreement will only be extended by mutual agreement.

2. Management Fee: The monthly management fee will be Twenty-Five Thousand Dollars ($25,000.00) payable in two (2) equal installments after services have been performed.

3. Licenses: Superintendent will secure and maintain at all times any licenses required by the OK Department of Agriculture to obtain and utilize herbicides or any other chemicals needed to perform his responsibilities at Riverside.

4. Consultations: Superintendent recognizes that the Authority's General (City) Manager is the Authority's contract administrator for the Agreement. Meetings and less formal consultations, as needed, will occur with the Superintendent and Authority's General Manager to discuss any matter related to the Agreement, as well as matters not specifically included in the Agreement.

For at least some of such consultations, the Golf Professional will also participate in the conversation. Furthermore, the Superintendent will participate in Golf Advisory Board meetings to review golf course maintenance and other matters related to this Agreement.

II POWERS AND DUTIES OF SUPERINTENDENT

Superintendent agrees to maintain the Riverside golf course & equipment in good, workmanlike and professional manner by:

a. Devoting sufficient time to the provision of day-to-day management and oversight of the golf course maintenance needs of Riverside.

b. Employing, compensating, and supervising competent staff and deploying such staff and other resources to ensure the proper care of the Riverside course and facilities. All employees will be deemed employees of Superintendent and not Authority or City of Clinton.

c. Maintaining the Riverside facilities under Superintendent's control in conditions consistent with appropriate quality levels of similar municipal golf courses.

e. Coordinating with representatives of the Authority to result in Riverside to be in compliance with all federal, state and municipal laws and regulations.

f. Overseeing all other matters reasonably necessary for the efficient performance of the maintenance needs of Riverside.

g. Carrying a minimum of one million dollars in liability insurance with the Authority listed as an insured party to cover any acts of negligence by Superintendent resulting in damage to the Riverside's assets and operations or resulting in damage to any other persons or entities.

a. POWERS AND DUTIES OF AUTHORITY

Authority will have the following duties and responsibilities during the term of this Agreement:

a. Subject to budgetary appropriations, Authority shall be responsible for all expenditures for required chemicals, capital improvements, repair parts and maintenance performed by third parties.

b. Maintaining insurance on the Riverside course & facilities and the payment of appropriate premiums for such insurance.

c. Paying fees due to Superintendent under this Agreement

b. TERMINATION

The initial term of this Agreement is set forth above. However, the Agreement may be terminated sooner under the following circumstances:

a. At any time by mutual agreement.

b. Upon written notice by one party to the other of a default in the duties by the other party when the default is not cured within fifteen (15) days after receipt of notice of default.

c. In the event of gross negligence by Superintendent in the performance of his obligations under this Agreement.

d. Upon the death of the Superintendent or his physical or mental inability to perform his obligations under this Agreement.

e. Upon twenty-four (24) hour notice from the Authority, Superintendent shall inventory all Authority assets which Superintendent utilizes and provide a written inventory to the City Manager.

c. INDEPENDENT CONTRACTOR

The parties mutually acknowledge and agree that Superintendent is deemed an Independent Contractor and is not an employee of the Authority or the City of Clinton. As such, except as may be expressly provided herein, Superintendent has no right or authority to assume or create any obligation or responsibility on behalf of the Authority or the City of Clinton or to bind or attempt to bind the Authority or the City of Clinton in any manner without express permission given in writing.

d. INDEMNITY

Superintendent agrees to indemnify and hold harmless the Authority for any liability, loss, damage, costs, and expenses (including attorney fees) caused by his gross negligence, misconduct or material breach of this Agreement causing harm to any portion of the Riverside facility, any patron of Riverside, any other person or any property of an employee, patron, or other person.

e. MISCELLANEOUS

I. Each party warrants and represents that he/it has the full authority to enter into this Agreement and to perform hereunder. Each party agrees to cooperate with the other and its officers, agents, servants, attorneys, or employees in connection with the performance of this Agreement.

2. This Agreement may not be assigned by Superintendent to any third party without the express, prior written permission of the Authority.

3. If determined by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal, or unenforceable, that part or portion will be severable from and will not affect the remainder of the Agreement.

4. This Agreement will be subject to the laws of the State of Oklahoma. Any disputes arising out of this Agreement must be brought in the District Court of Custer County.

5. The terms of this Agreement may only be changed, modified, waived, or released by mutual written consent.

6. Any notice, document, or other item to be given, delivered, furnished or received by be addressed as follows:

Littke's Lawncare,
LLC
525 Orient
Clinton, OK 73601
580-445-6232
Email: landonlittke@yahoo.com

Clinton Recreational Authority
c/o General Manager
P.O. Box 1177
415 Gary Blvd.
Clinton, Oklahoma 72601 -1177
(580) 323-0261
Email: city.manager@clintonok.gov

7. This Agreement may be executed in multiple counterparts, each of which when so executed, will be deemed an original and such counterparts together will constitute one and the same Agreement.

8. It is understood and acknowledged by all Parties to this agreement, that this is a management agreement, not a lease, and Superintendent has no additional rights to the use of the Riverside facilities other than as described herein, other than as a member or paying user of the facility.

Dated this _____ day of November 2024.

Clinton Recreation Authority

_____
David Berrong, Chairman

Littke's Lawn Care

_____
Landon Littke

All items on this agenda, including but not limited to any agenda item concerning the adoption of any ordinance, resolution, contract, agreement, or any other item of business, are subject to amendment, including additions and/or deletions. This rule will apply to every individual agenda item without exception, and without providing this same amendment language with respect to each individual agenda item. Such amendments should be rationally related to the topic of the agenda item, or the governing body will be advised to continue the item.

The governing body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the governing body may refer the matter to its City/Trust Manager, staff, attorney or to the recommending board, commission, or committee.

(This item is placed on the agenda so the Clinton City Council, by unanimous consent, can designate those routine items they wish to be approved by one motion. If an item does not meet the approval of all members, that item will be heard in regular order.)

PUBLIC NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL TUESDAY, NOVEMBER 19, 2024 AT 5:30 PM CLINTON CITY HALL

AMENDED AGENDA

Source listing: 11/19/2024
Original source: https://agendas.clintonok.gov/archive/2024/111924/launch.html

1. CALL TO ORDER, OPENING PRAYER/PLEDGE OF ALLEGIANCE

    A. Temple Diehl, Pastor, First United Methodist, Prayer
    Doug Greer, Service Officer, American Legion Post 41, Pledge

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes from November 5, 2024, Regular Meeting, and November 7, 2024 Special Meeting

    B. Tyler Technology, Inc.; Incode Software Invoice No. 025-483610 $48,528.91

    C. Burns and McDonnell Eng Co., Inc Task Order No. 22 Invoice 152308-5 $88,449.53 Professional Services for Chlorine Building Detailed Design

    D. Acknowledge the Lack of Responses by the Responsible Parties to Rehabilitate the Structures at 201 E. Terrace and at 509 N. 15th Street which were Determined to be Dilapidated/Condemned at the 10/1/2024 City Council Meeting Resulting in their…

    Acknowledge the Lack of Responses by the Responsible Parties to Rehabilitate the Structures at 201 E. Terrace and at 509 N. 15th Street which were Determined to be Dilapidated/Condemned at the 10/1/2024 City Council Meeting Resulting in their Imminent Demolitions

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING:

    A. Report from the Gholston Kids' Park Workers

B. Ordinance No. 1033 – Amending the Employee Retirement System, Defined Contribution Plan for the City of Clinton, Oklahoma by Adopting a Revised and Restated Retirement Plan; Providing Retirement Benefits for Eligible Employees of the City of…

   Ordinance No. 1033 – Amending the Employee Retirement System, Defined Contribution Plan for the City of Clinton, Oklahoma by Adopting a Revised and Restated Retirement Plan; Providing Retirement Benefits for Eligible Employees of the City of Clinton, Oklahoma; Providing For Purpose And Organization; Providing For Definitions; Providing For Eligibility And Participation; Providing for Non-alienation of Benefits; Providing for Employer and Employee Contributions; Providing for Accounting, Allocation, and Valuation; Providing Benefits; Providing for Required Notice; Providing for Amendments and Termination; Providing for Transfer to and from Other Plans; Creating a Retirement Committee and Providing for Powers, Duties, and Rights of Retirement Committee; Providing for Payment of Certain Obligations; Providing for Duration and Payment of Expenses; Providing for a Fund to Finance the System to be Pooled with Other Incorporated Cities, Towns and Their Agencies and Instrumentalities for Purposes of Administration, Management, and Investment as Part of the Oklahoma Municipal Retirement Fund; Providing for Payment of All Contributions Under the System to the Oklahoma Municipal Retirement Fund for Management and Investment; Providing for Repeal and Severability; Adopting Those Amendments Mandated by the Internal Revenue Code,

C. Resolution No.993 - Surplus Vehicles and Equipment

D. Garver Engineering Contract Amendment No.1 Section 8 Additional Services – Water Redesign Services to the Clinton Water Relocation Along I-40 Near Exit 65 Not to Exceed Amount of $21,500.00.

E. Garver Engineering Contract Amendment No.3 Section 7 Additional Services – Sewer Redesign Services to the Clinton Sewer Relocation Along I-40 Near Exit 65 Not to Exceed Amount of $21,500.00.

4. NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.)

5. COUNCIL COMMENTS

6. MANAGER’S COMMENTS

7. ADJOURN

Filed this 15 th day of November 2024, Posted on the bulletin board in the lobby of the Clinton City Hall November 15, 2024, at 4:00 p.m.
Amended Agenda Filed this 18 th day of November 2024 and posted on the bulletin board in the lobby of the Clinton City Hall November 18 , 2024.

_____

Not recorded

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
NOVEMBER 5, 2024

Minutes of the special meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 5, 2024, at 5:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 1, 2024, at 4:00 P.M.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Mayor David Berrong called the meeting to order at 5:51 p.m. with the following present:

MAYOR: David Berrong
COUNCIL: Stormie Hill, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
COUNCIL ABSENT: absent
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Gena Trent, Hope King, Sean Stephens
OTHERS: Gene McCullough, Shauna Hacker, Kent Dewes, Beth Dewees, Danny Tharp, Jeff Johnson, Cheryl McCullers and others.

Jeff Johnson, Pastor First Christian Church opened the meeting with prayer and Doug Greer, Service Officer, American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the October 15, 2024, Regular Meeting
B. Consider Claims
C. Acknowledgment of the Receipt of the Financial Statement from September 30, 2024.

Motion was made by Councilmember Dowdell and seconded by Councilmember Hill that the Consent Agenda Items be approved.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Hill, Berrong
Nay: None

Mayor declared the motion carried.

AGENDA ITEMS 3. PUBLIC HEARING REGARDING ALLEGED DILAPIDATED STRUCTURES AT

i. 519 N. 4th owned by Ed Flores c/o Flores Poa

Code Enforcement Toby Anders presented the information regarding 519 N. 4th Street and owned by Ed Flores c/o Flores Poa has deteriorated over the years. Mr. Flores was sent a violation 4/2/24 on the condition of the structure. This property has not had active water service since April 1998. Due to the lack of maintenance and repair this property creates a public nuisance. Notice of hearing was sent by certified mail and posted on 9/19/24. It was also published in the Clinton Daily News. Photos and information was presented by Mr. Anders.

ii. 2300 W. Modelle, which is owned by 2316 WM, LLC

Code Enforcement Toby Anders presented the information regarding 2300 W. Modell, which is owned by 2316 WM, LLC. The property has been in disrepair for several years. Multiple violation notices regarding the condition of the structure. Abatement hearing was held on May 10, 2024, to address the condition of the structure. Notice of hearing was sent on October 22, 2024, and published in the newspaper on October 24, 2024. Photos and information was presented to the Council for review by Mr. Anders.

Mayor Berrong asked if anyone was present to represent either of the properties regarding the hearing. No one in audience spoke to the properties present. Public Hearing was closed and regular meeting convened.

AGENDA ITEMS 4. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION(S) REGARDING:

A. Condemnation and Order of Abatement of the Property at 519 N. 4th

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the Condemnation and Order of Abatement of the Property at 519 N. 4th.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Hill, Berrong
Nay: None

Mayor declared the motion carried.

B. Condemnation and Order of Abatement of the Property at 2300 W. Modelle

Motion was made by Councilmember Dowdell and seconded by Councilmember Villanueva to approve the Condemnation and Order of Abatement of the Property at 2300 W. Modelle.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Hill, Berrong
Nay: None

Mayor declared the motion carried.

C. Summary Abatement of the Property at 1011 Avant

This item will be brought back to the Council with and additional property at a future meeting.

D. Request for Executive Session, Pursuant to Section 307 (B) 1 of the OK Open Meeting Act for the Purpose of Discussing the "Mutually Agreed Upon Process, Form, Criteria and Format" for the Performance Evaluation of the City Manager Robert B. Johnston.

Motion as made by Councilmember Dowdell and seconded by Councilmember Villanueva to request Executive Session, Pursuant to Section 307 (B) 1 of the OK Open Meeting Act for the Purpose of Discussing the "Mutually Agreed Upon Process, Form, Criteria and Format" for the Performance Evaluation of the City Manager Robert B. Johnston and invite in City Attorney Meacham and City Manager Johnston at 6:07 p.m.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Hill, Berrong
Nay: None

Mayor declared the motion carried.

E. Reconvene from Executive Session.

Motion was made to reconvene from executive session at 7:05 p.m.

Mayor David Berrong put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Hill, Berrong
Nay: None

Mayor declared the motion carried.

F. **Any Action(s) Arising Out of the Executive Session.**

Mayor Berrong gave a report of no action.

AGENDA ITEM NO. 5 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
None

AGENDA ITEM NO. 6: COUNCIL COMMENTS
None

AGENDA ITEM NO. 7: CITY MANAGER'S COMMENTS
None

AGENDA ITEM NO. 8: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meetings effective:2/14/2017)

None

AGENDA ITEM NO. 9: ADJOURNMENT

Moved by Councilmember Dowdell seconded by Councilmember Hill to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong
Nay: None

Mayor declared the meeting adjourned at 7:06 P.M.

_____
Date Approved

_____
David Berrong, Mayor

MINUTES OF THE CLINTON CITY COUNCIL SPECIAL MEETING
NOVEMBER 7, 2024

Minutes of the special meeting of the Mayor and Council of the Clinton City Council, City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 7, 2024, at 6:30 p.m. A notice of this meeting with agenda was posted on the bulletin board in the lobby of Clinton City Hall on November 5, 2024, at 5:00 P.M.

AGENDA ITEM No. 1. CALL TO ORDER, OPENING

Mayor David Berrong called the meeting to order at 6:39 p.m. with the following present:

MAYOR: David Berrong
COUNCIL: Stormie Hill, Ernie Dowdell, Arthur Lloyd, Ernesto Villanueva
COUNCIL ABSENT: absent
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Hope King, Sean Stephens
OTHERS: Gene McCullough, Shauna Hacker, Ben Campbell, Chris Hickerson, Davina Perez, Lacey Lacefield, Brenda Jennings, Janice Merrill, Chasity Richardson, Joshua McGuire, Mark Stapleton, Tyler Bridges, Kelly Cornell, Chris Jones, Ken Baker, Anita Fransen, Debbie Mendez, Bobby Stewart, Mark Switzer, Billy Gerstenkorn, D. J. Woodall, Bobby Winans, Joe Williams, Talitha Adler, Rod Serfoss, Mark Nicholson, Greg Adams, David Barnett, Brendan Price, Corey Lively, Jeff Jackson, and others.

AGENDA ITEMS 2. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION(S) REGARDING:

A. Letter of Intent dated November 6, 2024, from Rural Hospital Solutions, Inc.

The Letter of Intent dated November 6, 2024, from Rural Hospital Solutions, Inc was presented the Council for review. This non-binding agreement for the management and potential purchase of the Clinton Regional Hospital has been recommended for approval by the Clinton Hospital Authority. The LOI outlines the preliminary terms under which Rural Hospital Solutions, Inc. (RHS), proposes to acquire the Hospital's real estate, plant, property, equipment, and receivables subject to satisfactory completion of due diligence and finalizing a definitive purchase agreement.

Discussion ensued regarding the potential role of RHS with CRH moving forward beginning on November 11, 2024. The Councilmembers voiced their concerns regarding the short timing, lack of details and notification of the LOI from RHS. Clinton Hospital Authority Chairman Ken Baker stated that this is an avenue to reduce the stress regarding accounts payable, payroll, increase cash flow, and the ability to look at capital needs

without suspending the services of the hospital. Approving the LOI authorizes RHS to start their due diligence to confirm their interest in acquiring CRH. An agreement with many more details will have to have to be mutually ratified before a sale occurs, if the voters authorize the sale. CRH Chief Executive Officer, Len Lacefield stated that by moving forward with this management group the hospital will not need to ask the City of Clinton for additional operational funding.

City Attorney Meacham noted that the proposed sale of the hospital will have to go to the vote of the people. To meet state election requirements the election proclamation and resolution will need to be submitted to the Election Board no later than November 14, 2024, for the first available election date in January 2025.

Motion was made by Councilmember Dowdell and seconded by Councilmember Lloyd to approve the Letter of Intent dated November 6, 2024, from Rural Hospital Solutions, Inc.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Berrong
Nay: Hill, Villanueva

Chairman declared the motion carried 3 – 2

B. Ordinance No. 1032 authorizing the sale of the real property, personal property, equipment, and receivables of the Clinton Regional Hospital, to Rural Hospital Solutions, Inc; Providing for the investment and use of the funds; and providing for this ordinance to be referred to a vote of the electors of the City; provision for reversion of all assets, real and personal, including licenses to the city of Clinton and Clinton hospital authority in the event that buyer ceases to operate as a hospital.

Motion was made Council Member Dowdell and seconded by Councilmember Lloyd to approve Ordinance No. 1032 authorizing the sale of the real property, personal property, equipment, and receivables of the Clinton Regional Hospital, to Rural Hospital Solutions, Inc; Providing for the investment and use of the funds; and providing for this ordinance to be referred to a vote of the electors of the City; provision for reversion of all assets, real and personal, including licenses to the city of Clinton and Clinton hospital authority in the event that buyer ceases to operate as a hospital.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Berrong, Villanueva
Nay: Hill,

Chairman declared the motion carried 4 - 1.

C. **Resolution No. 992 Authorizing the calling and Holding of a Special Election in the City of Clinton, County of Custer, State of Oklahoma, on Tuesday, January 14, 2025, for the purpose of submitting to the qualified electors of the City of Clinton, Oklahoma the question of their approval or rejection of Ordinance number 1032, relating to the sale of the Clinton Regional Hospital buildings and facilities, personal property, equipment, and receivables; and providing for the investment and use of said funds; provision for reversion of all assets, real and personal, including licenses to the city of Clinton and Clinton hospital authority in the event that buyer ceases to operate as a hospital.**

Motion was made Council Member Dowdell and Seconded by Councilmember Lloyd to approve the Resolution No. 992 Authorizing the calling and Holding of a Special Election in the City of Clinton, County of Custer, State of Oklahoma, on Tuesday, January 14, 2025, for the purpose of submitting to the qualified electors of the City of Clinton, Oklahoma the question of their approval or rejection of Ordinance number 1032, relating to the sale of the Clinton Regional Hospital buildings and facilities, personal property, equipment, and receivables; and providing for the investment and use of said funds; provision for reversion of all assets, real and personal, including licenses to the City of Clinton and Clinton Hospital Authority in the event that buyer ceases to operate as a hospital.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Berrong, Villanueva
Nay: Hill,

Chairman declared the motion carried 4 - 1.

D. **An Election Proclamation for the approval or rejection of Ordinance No. 1032.**

Motion was made Council Member Dowdell and Seconded by Councilmember Lloyd to approve the An Election Proclamation for the approval or rejection of Ordinance No. 1032.

Chairman put the motion to a roll call vote:

Aye: Dowdell, Lloyd, Berrong, Villanueva
Nay: Hill,

Chairman declared the motion carried 4 - 1.

AGENDA ITEM NO. 3 NEW BUSINESS (If any, pursuant to Section 311.9 of the Oklahoma Open Meeting Act.):
None

AGENDA ITEM NO. 4: COUNCIL COMMENTS
None

AGENDA ITEM NO. 5: CITY MANAGER'S COMMENTS
None

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION (According to Audience participation Decorum Guidelines at Clinton City Council Public Meetings effective:2/14/2017)

None

AGENDA ITEM NO. 9: ADJOURNMENT

Moved by Councilmember Dowdell seconded by Councilmember Hill to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Dowdell, Hill, Lloyd, Berrong, Villanueva
Nay: None

Mayor declared the meeting adjourned at 7:38 P.M.

_____
Date Approved

_____
David Berrong, Mayor

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-483610	11/01/2024	1 of 2

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF CLINTON
ATTN: ACCOUNTS PAYABLE
P.O. BOX 1177
CLINTON, OK 73601

Ship To: CITY OF CLINTON
ATTN: ACCOUNTS PAYABLE
P.O. BOX 1177
CLINTON, OK 73601

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42629 - MAIN - MAIN	202502		USD	NET30	12/01/2024

Contract Date	Description	Units	Rate	Extended Price
Contract No.: Clinton, City of				
01/Jun/2019	Utility Billing Online Component - Annual Fee Cycle: Start: 01/Dec/2024, End: 30/Nov/2025	1	2,003.00	2,003.00
ERP Pro Document Management Annual Fees		1		$1,162.73
01/Nov/2018	Tyler Output Processor Server - Maintenance Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
ERP Pro Financials Annual Fees		1		$20,011.79
01/Dec/2009	Accounts Payable Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Dec/2009	Check Reconciliation Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Dec/2009	General Ledger Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Dec/2009	Payroll/Personnel Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Dec/2009	Purchase Orders - Maintenance Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Jun/2010	Accounts Receivable Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Aug/2010	U/SQL Data Dictionary Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Dec/2009	Fixed Assets Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Nov/2018	Forms Overlay - Maintenance Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
ERP Pro Utilities Annual Fees		1		$18,953.25
01/Dec/2009	Utility CIS System Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Jun/2010	Permits & Inspections Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Jun/2010	Central Cash Collection Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Aug/2010	Business License Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Aug/2010	Cemetery Records Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Feb/2010	Complaint Tracking/Code Enforcement			

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-483610	11/01/2024	2 of 2

Questions:
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To: CITY OF CLINTON
ATTN: ACCOUNTS PAYABLE
P.O. BOX 1177
CLINTON, OK 73601

Ship To: CITY OF CLINTON
ATTN: ACCOUNTS PAYABLE
P.O. BOX 1177
CLINTON, OK 73601

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
42629 - MAIN - MAIN	202502		USD	NET30	12/01/2024

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Jun/2010	Logicon Utility Handheld Meter-Reader Interface			
	Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Apr/2022	Mobile Service Orders			
	Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
01/Jul/2023	Additional Utility Meter-Reader Interface			
	Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
Municipal Justice Annual Fees		1		$5,766.64
01/Aug/2010	Court Case Management			
	Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			
Third Party System Software		1		$631.50
01/Jun/2010	System Software Non SQL Maintenance			
	Cycle: Start: 01/Dec/2024, End: 30/Nov/2025			

RJ

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	48,528.91
Sales Tax	$0.00
Invoice Total	48,528.91

ORDINANCE NO. 1033

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Clinton, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

Section 3. APPROPRIATIONS. The City of Clinton, Oklahoma, is hereby authorized to incur the necessary expenses for the establishment, operation, and administration of the System, and to appropriate and pay the same. In addition, the City of Clinton, Oklahoma, is hereby authorized to appropriate annually such amounts as are required in addition to employee contributions to maintain the System and the Fund in accordance with the provisions of the Defined Benefit Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as

Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

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

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

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

Section 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Clinton, Oklahoma, the public peace, health, safety, and welfare of the City of Clinton, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

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

City of Clinton

By _____
Mayor

ATTEST:

_____
Clerk

Approved as to form and legality on _____, _____.

_____
CITY ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT

City of Clinton [a municipality chartered, incorporated or formed under the laws of Oklahoma], a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Clinton, Oklahoma, hereby establishes a Defined Benefit Plan to be known as City of Clinton Plan (the "Plan") in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

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

1. **Dates.**
   - [ ] This instrument is a new Plan effective __ (the "Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].
   - [X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally July 1, 1970. The effective date of this Joinder Agreement is **January 1, 2025** (the "Effective Date") [such date may not be prior to the first day of the Plan Year of the date of adoption], except as otherwise stated in the Plan and the Joinder Agreement.
2. **Employee.**

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

   The word "Employee" shall **not** include:
   - [X] Any person who is currently accruing benefits under any other state or local retirement system.
   - [ ] Any person in the following position and who is covered under another retirement program of system approved by the City:
     - [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
     - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
     - [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
     - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
     - [ ] (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]
   - [ ] Any person who is _ [must be definitely determinable]

3. **Eligibility.**
Eligible Employees shall commence participation in the Plan: (Select only one)
[ ] month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
[X] On the Employee's Employment Commencement Date.

4. **Definition of Compensation.**
Compensation shall exclude the item(s) listed below:
[ ] No exclusions.
[ ] Overtime pay. [ ] Bonuses.
[ ] Commissions. [ ] Longevity pay. [X] Severance pay.
[X] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Other: [must be definitely determinable]

5. **Average Monthly Compensation.**
The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:
[X] sixty (60) consecutive months.
[ ] thirty-six (36) consecutive months.

6. **The Employer hereby elects the following Plan design:**
[X] Mandatory Contribution Option. A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:
[X] Pick Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **January 1, 1989** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
[ ] Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. **A. Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:
[ ] Sixty (60) monthly payments.
[X] One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.
[X] Plan AAA – 3.00% with no maximum Years of Service
[ ] Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
[ ] Plan AA 2.625% [ ] Plan BB 2.25% [ ] Plan CC 1.875%
[ ] Plan A 1.50% [ ] Plan B 1.125% [ ] Plan C .75%

C. Normal Retirement Age. Normal retirement age shall be:
[ ] age 65 with completion of five (5) Years of Service
[X] The earlier of (i) and (ii) as follows:
(i) age 65 with completion of five (5) Years of Service
(ii) the later of (a) or (b), where (a) and (b) are as follows:
(a) [X] age 62 [ ] _____
(b) [X] the age at which the Participant has completed 30 Years of Service.
[ ] the age at which the Participant has completed _____ Years of Service

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.
An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

[ ] Modified Rule of 80:
The earlier of (i) and (ii) as follows:
(i) age 65 with completion of five (5) Years of Service
(ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed Years of Service in the Fund total 80 or greater. To be eligible, the Participant's age plus Years of Service in the Fund must be at least 80 prior to termination of employment (or, after termination of employment in the case of a Participant who transfers to another Municipality in accordance with Section 8.1(b) of the Plan).

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.
2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.
3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

[Note: The Normal Retirement Age of an employer's plan must comply with the final NRA regulations under Treas. Reg § 1.401(a)-l(b) applicable to governmental pension plans effective for employees hired during plan years beginning on or after the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register.]

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.
[ ] Ten Year Cliff Vesting Schedule
[**X**] Seven Year Cliff Vesting Schedule
[ ] Five Year Cliff Vesting Schedule

E. Service Credit Prior to Effective Date. The Employer hereby elects to include the following limitation of service prior to the effective date.
[**X**] No limitation
[**X**] For all purposes under the Plan
[ ] With respect to Service for purposes of vesting and attainment of Normal Retirement Age
[ ] Service credit prior to the effective date shall not exceed years
[ ] For all purposes under the Plan
[ ] With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects
[ ] No service buyback pursuant to Section 10.10 of the Plan
[**X**] The service buyback provisions of Section 10.10 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
[**X**] shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
[ ] shall not be credited with Service for such period.

H. Determination of Service for City Manager. Any Participant in the position of City Manager for the City of Clinton and who was hired prior to November 1, 2004, and after September 14, 2003, shall be given Service Credit from the original hire date for purposes of calculating benefits under Section 5.1 of the Plan.

I. Determination of Vesting for City Manager. Any Participant in the position of City Manager for the City of Clinton as of August 4, 2014, shall receive an additional one (1) year of Service for purposes of vesting under the Plan.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2006**.

a. [ ] The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:
Plan AAA – 6.00%
Plan AA - 5.25% Plan BB - 4.50% Plan CC - 3.75%
Plan A – 3.00% Plan B - 2.25% Plan C - 1.50%

b. [**X**] The contribution formula shall be **5.25%** [insert number between 0 and twelve] of compensation.

c. [ ] The contribution as annually determined each year shall be shared by the Participant and Employer as follows: Employee portion % Employer portion %
(Participant plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Participant as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

[ ] No Cost-of-Living Option.

[**X**] Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases or decreases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.
The effective date of the Cost-Of-Living Option shall be **July 1, 1974**, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment on or after the Effective Date of this Joinder Agreement, shall

[ ] be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

[ ] be increased by % effective . Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.

[**X**] not be increased unless such former Employee is subject to Section 10.8 or 10.9 of the Plan, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

[ ] Optional benefit forms under Section 7.2 of the Plan will not be permitted.

[**X**] Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):
5% of Assets
(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

[X] Not applicable.

[ ] Participant shall be entitled to the benefit under this option as described in Sections 3.6 and 6.8 of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, in addition to the benefit determined according to Section 7B. Each Participant shall be required to contribute to the Plan ___% of his or her Compensation. Those contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

This option shall be effective [include the earlier of the date this Option was originally adopted in a Joinder Agreement or the date of adoption in the current Plan Year].

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

IN WITNESS WHEREOF the City of Clinton has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____day of _____, _____.

City of Clinton

By:_____

Attest: Title:_____

_____

Title:_____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title:_____

Attest:

_____
Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2017-41, the Provider (as defined in Rev. Proc. 2017-41) who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Provider will inform adopting employers of any such amendments or of the discontinuance or abandonment of the Pre-Approved Plan document. The name, address and telephone number of the Provider are: McAfee & Taft A Professional Corporation, 8th Floor, Two Leadership Square, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the Pre-Approved Plan may be directed to the Provider.

Reliance on Sponsor Opinion Letter. The Provider has obtained from the IRS an Opinion Letter (as defined in Rev. Proc. 2017-41) specifying the form of this Joinder Agreement and the basic plan document satisfy, as of the date of the Opinion Letter, Code §401. An adopting Employer may rely on the Preapproved Plan Sponsor's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

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ARTICLE I.

Purpose and Organization

1.1 Purpose: The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). The benefits provided by this Plan will be paid from a Fund established by the Employer and will be in addition to the benefits Employees are entitled to receive under any other programs of the Employer and from the Federal Social Security Act.

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

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

ARTICLE II.

Definitions and Construction

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

(a) Accrued Pension: The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) Actuarial Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment. Benefits for annuity starting dates beginning prior to the Effective Date will be calculated under the terms of the Previous Plan. For annuity starting dates beginning on or after the Effective Date, except as otherwise specifically noted, the determination of such equality will be based on the Pub-2010 Public Retirement Plans Mortality Table as follows:

Interest: 7.25%.

Participant mortality: the weighted average reflecting 2/3 of the PubG-2010.M table and 1/3 of the PubG-2010.F table

Spouse mortality: the weighted average reflecting 2/3 of the PubG-2010.F table and 1/3 of the PubG-2010.M table

Except as provided herein, in the event this Subsection is amended, with respect to a Participant who would be eligible for a Normal Pension or Early Pension on the date of amendment if his employment terminated, the Actuarial Equivalent of such Participant's Accrued Pension with an annuity starting date beginning on or after the date the change is adopted shall be determined as the greater of (i) the Actuarial Equivalent of the Accrued Pension as of the date of change computed on the old basis, or (ii) the Actuarial Equivalent of the total Accrued Pension computed on the new basis.

For purposes of determining the benefit limitations under §415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.1 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) Aggregate Contributions: The Employee's aggregate contributions pursuant to Sections 3.3 and/or 3.4 hereof, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983, the interest rate for crediting interest was three and one-half percent (3 ½%) per annum.

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

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

(f) Average Monthly Compensation: The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months of reported pay selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) Beneficiary: Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

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

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

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

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

(l) Compensation: Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of benefit accruals, the calculation of benefits, or contribution allocations under the Plan. For purposes of determining an Employee's compensation, any

election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 402(h), 403(b) or 132(f) shall be disregarded.

For Plan 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.

(l) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed $200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the $200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed $150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

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

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

(m) Contribution Accumulation: The Employee's aggregate DC Employer contributions, plus interest thereon pursuant to the Defined Contribution Option in Section 12 of the Joinder Agreement. If the Employer elects such option, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) DC Employer Contributions: The Employer contributions described in Section 3.6 hereof.

(o) Death Benefit: The pension benefit described in Article VI herein.

(p) Deferred Vested Pension: The pension benefit described in Sections 4.4 and 5.4 herein.

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

(r) Disability Pension: The pension benefit described in Sections 4.3 and 5.3 herein.

(s) Early Pension: The pension benefit described in Sections 4.2 and 5.2 herein.

(t) Effective Date: The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

(u) Employer: A Municipality located in the State of Oklahoma which executes the Joinder Agreement.

(v) Employment Commencement Date: The date on which the Employee's most recent employment with the Employer began.

(w) Fund: The fund established to provide the benefits under the Plan for the exclusive benefit of the employees included in the Plan, and which will be pooled with similar funds of other incorporated cities and towns of Oklahoma as a part of Oklahoma Municipal Retirement Fund, for purposes of pooled management and investment.

(x) Hour of Service: (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

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

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

which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

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

(aa) Limitation Compensation: Compensation as defined in Section 10.2(b) hereof.

(bb) Municipality: (1) each and every municipality located in the State of Oklahoma; (2) public trusts having municipalities as Beneficiaries; (3) interlocal cooperatives between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority which has adopted the Plan and/or which has become a Participant in the related trust according to the terms hereof.

(cc) Normal Pension: The pension benefit described in Sections 4.1 and 5.1 herein.

(dd) Normal Retirement Date: The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, or the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(ee) Oklahoma Municipal Retirement Fund: The entity known as the Oklahoma Municipal Retirement Fund, which was created to combine pension and retirement funds of Oklahoma cities and towns for purposes of management and investment, represented by and acting through its Board of Trustees.

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

(gg) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

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

(ii) Plan Administrator: The persons who administer the Plan pursuant to the provisions of Article IX hereof.

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

(kk) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined benefit retirement plan and related trust, and applying before the

Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(ll) Retirement: Termination of employment after a Participant has fulfilled all requirements for a Pension and has attained the age required to receive an Early Pension (age 55 or older). Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(mm) Service:

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

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

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

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

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service (except as provided in Section 14.1), or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of benefits) but no Employee contributions shall be made with respect to the Participant for such period.

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

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

(6) With respect to a Participant who was previously 100% vested in any other Municipality's qualified retirement plan, regardless of Break in Service, prior to becoming a

Participant in this Plan, such Participant's "Service" for purposes of determining years of service for vesting under this Plan shall include the Participant's last continuous period during which the Participant was an employee of the other Municipality.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(nn) Severance Benefit: The pension benefit described in Section 6.1 herein.

(oo) Spouse: A spouse as determined under applicable federal tax law.

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

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

(rr) U. S. Consumer Price Index: The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(ss) Year of Service: A 12 consecutive month period of Service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

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

ARTICLE III.

Contributions

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

3.2 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan's actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable and shall be used for the exclusive benefit of the Participants covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before a Participant becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Participants.

3.3 Contributions by Participants: Unless the Employer selects the Non-Contributory Option, each Participant shall contribute to the cost of providing benefits under this Plan while he remains a Participant who is actively employed. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Participant's Compensation.

Any required contributions by Participants shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. The Committee may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If a Participant is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Participant's Compensation shall be deemed to have continued at the same rate for the purpose of computing the Participant's Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Participant contributions shall be made with respect to the Participant for such period.

Each Employee employed after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof,

and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date. Each Employee employed on the original Effective Date of the Plan shall have a one-time irrevocable election to participate in the Plan.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Participant contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Participant contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Participant contributions shall be fully vested in the contributor Participant at all times. Upon retirement, death or termination of employment of a Participant for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Aggregate Contributions. Furthermore, the value of the total benefits payable to the Participant and/or his Beneficiary shall in no event be less than his Aggregate Contributions as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of a Participant, no Aggregate Contributions shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Aggregate Contributions as of the time of the Participant's termination of employment, in which case the difference shall be paid in a lump sum to the Participant and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting and determining Participant rights and the Participant's Aggregate Contributions shall be monitored. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions. The Aggregate Contributions shall be subject to the distribution provisions in Section 3.3.

3.5 Transfer of Contributions: All Employer and Participant contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer or Employer designee, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the Treasurer to the Fund for credit as soon as administratively feasible.

3.6 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, a Contribution Accumulation account shall be created for each active Participant as of the effective date of the option. Each Participant shall be

required as a condition of employment to make a DC Employer contribution in the amount specified in the Adoption Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. Amounts attributable to DC Employer contributions shall be fully vested. The Contribution Accumulation account shall be credited with:

(1) DC Employer Contributions made by the Participant after the effective date of the option; and

(2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Plan.

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: A Participant shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Participant occurs; provided however, that at the time of his death, if such Participant has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Participant and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan. Notwithstanding the vesting schedule elected by the Employer in Section 7D of the Joinder Agreement, a Participant's right to his or her Normal Pension shall be nonforfeitable upon attainment of his or her Normal Retirement Age as defined in Section 7C of the Joinder Agreement.

4.2 Early Pension: A Participant may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Participant's Normal Retirement Date. However, if a Participant requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Participant occurs; provided however, that if the retired Participant has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries. Early Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.3 Disability Pension: A Participant shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Participant shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic alcoholism, (b) addition to narcotics, or (c) an injury suffered while engaged in a felonious or criminal act or enterprise.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Participant (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year. The Normal Pension will recommence upon his reaching Normal Retirement Age.

If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.9.

4.4 Deferred Vested Pension: A Participant shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Participant's Normal Retirement Date. However, if the Participant requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 Pensions for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits: Except as provided in Sections 10.12 and 10.13 hereof, if applicable, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Pension as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

(a) Ten Year Cliff Vesting Schedule. The Ten Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 10	0%
At least: 10	100%

(b) Seven Year Cliff Vesting Schedule. The Seven Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 7	0%
At least: 7	100%

(c) Five Year Cliff Vesting Schedule. The Five Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) Basic Formula: A Participant who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7E of the Joinder Agreement.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Participant's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(pp)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) Basic Formula: A Participant who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment

shall be applicable for any period before the Early Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.3 Disability Pension:

(a) Basic Formula: A Participant who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) Cost-of-Living Adjustment: If the Cost-of Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.4 Deferred Vested Pension:

(a) Basic Formula: A Participant who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.5 Accrued Credits and Vested Benefits Preserved: The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in Section 10 of the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 Severance Benefit: Upon termination of a Participant's employment with the Employer, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Participant's Aggregate Contributions, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Participant's employment and the Participant's request for payment. If such termination of employment occurs after the Participant has met the requirements for Normal, Early, Disability or Deferred Vested Pension, he may receive in lieu of such Aggregate Contributions, the Pension for which he is eligible under the provisions of Article IV, unless the Participant elects to receive such Aggregate Contributions.

If any benefit of any other kind is paid under this Plan to or on behalf of a Participant, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Aggregate Contributions at the time of the Participant's termination of employment, in which case the difference shall be paid to the terminated Participant if living, or if deceased, to his Beneficiary.

6.2 Death Prior to Commencement of Pension: Upon the death of an active Participant or a retired Participant prior to the earlier of the date the Committee approves the commencement of his pension payments or the date fixed for commencement of his Pension payments, the Beneficiary designated by the Participant or retired Participant shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) Basic Formula: Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Participant had accrued at the time of his death considering the Participant's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Participant, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Participant's Aggregate Contributions as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments, previously received by the Spouse or the contingent Beneficiary.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu

thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) Normal Pension, Early Pension or Deferred Vested Pension: Upon the death of a retired Participant after the earlier of the date the Committee approves the commencement of his Normal Pension payments, Early Pension payments or Deferred Vested Pension payments as the case may be, or the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7A of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Disability Pension: Upon the death of a retired Participant who was unmarried or legally separated from his or her spouse, after the earlier of the date the Committee approves the commencement of his Disability Pension payments, or the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7A of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of

monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Participant occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Aggregate Contributions as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Participant's said Aggregate Contributions over the sum of such Pension payments, if any, previously received by the retired Participant. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Participant was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Participant shall be eligible for a Spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Participant's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided that the Participant, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, and (c) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of Spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Participant's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Post-Disability Retirement Death: The surviving spouse of a deceased, retired Participant, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7A of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) Post-Termination Death Benefit After Deferred Vested Termination: The surviving spouse of a deceased, retired Participant, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Participant's date of death or (ii) the earliest date of which the Participant could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Participant's Aggregate Contributions over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Participant was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 Designation of Beneficiary: Each active or retired Participant may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If a Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Death Benefit shall be paid to the Participant's spouse, if living, or otherwise, to the estate of the Participant. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance or Death Benefits for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

6.7 HEART Act Provision: In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

6.8 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, as soon as administratively possible after termination of employment or death of the Participant, the administrator shall pay the Participant or Beneficiary, if applicable, the Contribution Accumulation account balance as requested. The Participant may elect to receive the Contribution Accumulation in any of the benefit payment options permitted under the Plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences. This benefit shall be in addition to any Normal, Early, Disability or Deferred Vested Pension that the Participant or Beneficiary may be entitled to.

ARTICLE VII.

Optional Retirement Benefits

7.1 Joint and Survivor Options: By filing an application with the Authorized Agent prior to the start of payments, a married Participant not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that 100% of such monthly benefit shall be payable to the Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death.

Option C - Joint and 66 2/3% Survivor Annuity. An adjusted Pension payable for the joint lifetime of the Participant and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the survivor pensioner during the survivor pensioner's lifetime through the last monthly payment on or prior to such survivor pensioner's death.

7.2 Other Forms of Payment: If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of a Participant (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Participant (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Convert Defined Contribution Option to Pension. Under this form, the payee will convert the Contribution Accumulation if the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, using the Actuarial Equivalent and will be added to his Pension. No future Cost of Living adjustments, if applicable, will be made or considered in calculating the payment under this optional form.

Option E - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option F – Partial Lump Sum. Under this form, the payee will receive a single sum payment that is smaller than the amount payable under Option E. The Accrued Pension will be reduced by the Actuarial Equivalent of the single sum payment, and the reduced amount will be payable in accordance with Article IV or, if selected by the payee, under one of the Joint and Survivor Options in accordance with Section 7.1. In the event that part of the Accrued Pension is subject to the Cost-of-Living Option and part of the Accrued Pension is not so subject, any partial lump sum payment will reduce each part of the Accrued Pension pro rata.

Option G - Combination. Under this form, the payee will receive a combination of Options D, E, or F, as selected by the payee.

The Committee shall, if it deems appropriate, require a Participant (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars ($50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to a Participant, a Participant may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event a Participant dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. A Participant receiving a Disability Pension is not eligible for any of the options.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the date payments are to commence after the Participant's Retirement.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Aggregate Contributions, Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled to a Pension under the provisions of Article VIII-Employment Transfers.

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

(a) **Definitions:** For purposes of this Section 7.6, the following definitions shall apply:

(i) "**Eligible Rollover Distribution**": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual account or annuity described in Section 408A of the Code (a "Roth IRA"), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) "**Eligible Retirement Plan**": An "Eligible Retirement Plan" is a traditional IRA, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or, effective January 1, 2008, a Roth IRA that accepts the Distributee's Eligible Rollover Distribution, or, effective December 8, 2015, a SIMPLE IRA. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant's surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account,

an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

(iii) "**Distributee**": A "Distributee" includes a Participant or former Participant. 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 § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

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

7.7 **Minimum Distribution Requirements:**

(a) **General Rules:**

(i) **Effective Date.** The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence.** The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated.** All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections.** Notwithstanding the other provisions of this Section, other than Subsection (iii), distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(b) **Time and Manner of Distribution:**

(i) **Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

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

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

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

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

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

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

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

(c) Determination of Amount to be Distributed Each Year:

(i) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) payments will either be nonincreasing or increase only as follows:

a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

c to provide cash refunds of employee contributions upon the Participant's death; or

d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year.** Any additional benefits accruing to the Participant in a calendar year after the first distribution

calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime:

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse.** If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities.** Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

(i) **Death After Distributions Begin.** If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) **Death Before Distributions Begin.**

a. **Participant Survived by Designated Beneficiary.** If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed,

beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

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

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin**. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) Definitions:

(i) **Designated Beneficiary**. The individual who is designated as the beneficiary under Section 6.5 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) **Distribution Calendar Year**. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Subsection (b)(ii).

(iii) **Life Expectancy**. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning Date**. The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) To Another Category With This Employer: If a Participant is employed by the Employer under this Plan and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease; his benefits shall remain in the Fund (unless such Participant is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan. However, if a Participant participates in any other retirement plan sponsored by the Employer within the Fund, he shall continue to accrue Service for vesting purposes under this Plan.

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

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, he shall be entitled to his Pension. If he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, and he has not withdrawn his Aggregate Contributions in this Plan, then he will continue to accrue Service in this Plan for the purpose of the determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Aggregate Contributions shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits and for determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) From Another Category with This Employer: Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his eligibility for benefits hereunder and not in computing the amount of

such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) **From Another Municipality:** If a person becomes an Employee and a Participant under this Plan upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

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

8.3 **Notice of Transfers:** After any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Committee.

ARTICLE IX.

Administration

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

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

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

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

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

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

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

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

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

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

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

(10) to receive and review the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

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

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

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

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

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

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

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

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

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

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

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Pension under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules, regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

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

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

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

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

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

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

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

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

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

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

9.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing Fund, or unless required by the Employer for any persons or organizations engaged in the administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

9.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Fund, upon written directions of the Committee acting through the Authorized Agent.

9.4 Abandonment of Benefits:

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

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

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made to a valid power of attorney, a court appointed guardian, or any other person authorized under state law to receive the benefit. The Committee shall not be required to see to the application of any such payment, and the payee's receipt shall

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

9.6 No Participant Loans Permitted: Loans to Participants are not permitted under this Plan. Any references to Participant Loans in the Trust Indenture establishing the Oklahoma Municipal Retirement Fund shall not be applicable to this Plan.

ARTICLE X.

Limitations

10.1 Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986:

(a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.

(b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(e) The limitations of this Article shall be determined and applied taking into account the rules in Section 10.7.

10.2 Definitions: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins

at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

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

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.2(a)(1) or Section 10.2(a)(2).

(1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 10.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005.** Except as provided in Section 10.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;

(b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below); and

(c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) 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.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. 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.

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

(a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 10.2(a)(2)(iv).

(iv) **Definition of "Applicable Mortality Table."** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.

(v) **Applicable interest rate.** For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and

(c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) **Compensation:** Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture:

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of

2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is $160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

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

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

(f) **Limitation Year: The Plan Year:** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) Adjustment for Less Than 10 Years of Participation: If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.

(2) Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

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

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life

annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

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

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the-interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required)with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. 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 sixty-five (65) years of age 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 sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a "qualified participant" as defined in Section 415(b)(2)(H) of the Code.

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

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

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

(4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal inquiries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.

(5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant's prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).

(6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.

10.3 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.4 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new employer maintains the Plan with respect to the employee.

10.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period 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 a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.6 Other Rules:

(a) **Benefits Under Terminated Plans:** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

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

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

(d) **Plans of a Predecessor Employer:** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits 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 Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

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

10.7 Participant Limitation Applicable to Defined Contribution Option:

(a) General: If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement, the maximum permissible amount which may be contributed or allocated to or made with respect to any Participant shall be the lesser of:

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

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

Notwithstanding any provision of the Plan to the contrary, if the annual additions are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final §415 regulations.

(b) Definition of Annual Additions: Annual additions: The sum of the following amounts credited to a participant's account for the limitation year: (a) employer contributions; (b) employee contributions; (c) forfeitures (d) amounts allocated to an individual medical account, as defined in § 415(l)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are

treated as annual additions to a defined contribution plan; and (e) allocations under a simplified employee pension.

(c) Participation in another plan: This subsection applies if, in addition to this plan, the participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund maintained by the employer, an individual medical account maintained by the employer, or a simplified employee pension maintained by the employer, that provides an annual addition as defined in subsection (b), during any limitation year. The annual additions which may be credited to a participant's account under this plan for any such limitation year will not exceed the maximum permissible amount reduced by the annual additions credited to a participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same limitation year. If the annual additions with respect to the participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the employer are less than the maximum permissible amount and the employer contribution that would otherwise be contributed or allocated to the participant's account under this plan would cause the annual additions for the limitation year to exceed this limitation, the amount contributed or allocated will be reduced so that the annual additions under all such plans and funds for the limitation year will equal the maximum permissible amount. If the annual additions with respect to the participant under such other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the participant's account under this plan for the limitation year.

10.8 Re-employment of Former Employees: If a Participant's employment is terminated before he is eligible for a Pension and the Participant is subsequently re-employed by the Employer, the Participant shall only receive credited Service for his previous period of employment if he did not receive a distribution of Aggregate Contributions, with eligibility and vesting rules as provided under Article VIII-Employment Transfers. The Participant will receive the credited Service once he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested. If the Employer has established a new hire retirement plan, and the retired Employee has incurred a Break in Service, the retired Employee shall be enrolled in the new hire retirement plan.

If a Participant's employment is terminated before he is eligible for a Pension, the Plan provided for the Non-Contribution Option on or before such termination, and the Participant is subsequently re-employed by the Employer, then the Participant will be entitled to credit for such prior Service for benefit accrual purposes, but not for vesting purposes.

10.9 Re-employment of Retired Participants:

(a) **Deferred Vested Retired Participant:** If a former Participant retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of such Employee's employment, the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of the Plan's benefit

formula and the Employee's Average Monthly Compensation and Service with the Employer.

(b) **Retired Participants in Pay Status:** In the case of re-employment of a retired Participant who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (i) and (ii), as follows:

(i) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement. If the amount was originally paid early, its new early reduction shall be recalculated to exclude the months of re-employment with no payments. Only re-employment months prior to the Participant's Normal Retirement Date would be excluded.

(ii) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII. The Participant does not have to select the same form of payment as for Subsection (i).

10.10 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Aggregate Contributions may be recredited with his service if he repays his Aggregate Contributions with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 Non-Guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Fund Assets: No Participant shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 Non-Alienation of Benefits: The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person. Except as duly required under applicable law (including any domestic relations order) benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Participant, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, the Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person entitled to benefits hereunder and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Participant in the event of his divorce, insolvency, or bankruptcy.

11.4 Disclaimer of Liability: Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 Indemnification of Trustees: The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 Payments Under a Qualified Domestic Relations Order

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

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

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

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

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

(1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;

(2) the amount or percentage of the Participant's benefits to be paid by the Plan to the Alternate Payee;

(3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,

(4) each plan to which such order applies.

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

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

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

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

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

(g) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall

terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

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

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

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

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

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

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.2 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 Amendments: Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

12.3 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Participants, and interests of the Participants therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement.

(b) The Aggregate Contributions of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Participant, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(c) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(d) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(e) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(f) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Participant's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event that either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

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

14.2 No Contract Between Employer and Participant: Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

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

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

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

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

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

14.8 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the

extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund.

14.9 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan. The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

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

In the case of amounts returned pursuant to this Section 14.10, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 29th day of February, 2024.

ATTEST:

(CORPORATE SEAL)

OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Doolen

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 29th day of February, 2024, personally appeared Donna Doolen, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

(NOTARY SEAL)

Notary Public

My Commission Expires: 09/27/2025

RESOLUTION 993

DECLARING CERTAIN CITY OF CLINTON FIRE DEPARTMENT VEHICLES AND EQUIPMENT TO BE SURPLUS AND AUTHORIZING DISPOSAL BY TRADE IN

WHEREAS, the City of Clinton has identified the vehicle listed on Attachment "A" to this Resolution, which have outlived their useful life and/or are no longer necessary or useful to the City at this time; and should use as a "trade in" toward the purchase of additional vehicles and/or equipment.

WHEREAS, Section 4-3 of the *Clinton City Charter* provides that surplus vehicles and equipment may be disposed of under regulations which the City Council may prescribe; and

WHEREAS, it is the determination of the Clinton City Council that it is in best interest of the City to declare the vehicle set forth in Exhibit "A" surplus and dispose of the vehicle and equipment by "trade in" in an effort to obtain the best value for it.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Clinton hereby declares the vehicle and equipment set forth in Exhibit "A" attached hereto surplus and authorizes the disposal of by a "trade in".

PASSED AND APPROVED this 19th day of November 2024.

_____
David D. Berrong, Mayor

ATTEST:

_____
Amy E. Jones, City Clerk

EXHIBIT A

(GENERAL FUND)

1. 2012 CHEVY TAHOE VIN# 1GNSK2E08CR172646
2. 2020 Polaris Ranger 1000 VIN# 4XATHE990L8880090

Amy Jones

From: Mark Switzer
Sent: Monday, November 18, 2024 3:36 PM
To: Amy Jones
Subject: Polaris trade in

Our plan is to trade in the 2020 Polaris Ranger. We were given a trade in value of $10,000 but they will need to do a shop inspection before they can confirm this amount. The CFD Women's Aux. will pay the remainder of the cost (approx. $23,000) to upgrade the Ranger to a 2024 Can Am 6x6 which will be a safer and more stable ride. The ranger was purchased in 2020 with county funds. This will be an apparatus that will be used for grass and wildland firefighting where vehicle access is difficult.

BUYERS ORDER

McKinsey Motor Company
PO Box 726/1415 S US Hwy 183
CLINTON, OK 73601
PHONE: (580)323-0258 FAX: (580)323-0416

THANK YOU!
We Appreciate Your Patronage.

ORDER #	DATE	STOCK #
	11/18/2024	4T230

Description	Amount
Selling Price	56,192.32
Fees and Taxes	
Taxes	N/A
License Fees	N/A
Title Fees	N/A
Registration Fees	N/A
GAP	N/A
VSI	N/A
Total Fees and Taxes	0.00
Total Cash Price	56,192.32
Other Charges	
Service Contract	N/A
N/A Months N/A Miles	
Extended Warranty	N/A
N/A Months N/A Miles	
Maintenance Plan	N/A
N/A Months N/A Miles	
Total Other Charges	N/A
Total Price	56,192.32
Settlement	
Deposit Amount	N/A
Cash on Delivery	N/A
Rebate(s)	N/A
Note Due	
Total Trade Allowance	2,750.00
Total Trade Payoff	N/A
Net Trade Amount	2,750.00
Total Cash Down	2,750.00
Total Balance Due	53,442.32

PURCHASER'S NAME & ADDRESS

CITY OF CLINTON
PO BOX 1177
CLINTON, OK 73601

Home Phone	Work Phone	E-Mail Address
	580-323-2298	

New/Used	Year	Make	Model
NEW	2024	FORD	F250

Vehicle Identification Number
1FT7W2BN1REF74088

Car/Truck	Color	Mileage	Key Numbers
Truck	RACE RED	10	

Dealership Personnel

Sales Person #1	JUDSON WALPOLE
Sales Person #2	
Business Mgr.	TRAVIS RILEY

Lien Holder Information

Ins. Co.		
Policy #	Exp. Date	
Agent	Phone #	

(Seller) 11/18/2024 (Date)

(Purchaser) 11/18/2024 (Date)

(Co-Purchaser) (Date)

NO LIABILITY INSURANCE INCLUDED

Used Vehicle(s) Traded

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #
2012	Chevrolet	Tahoe	BLACK	150,667	1GNSK2E08CR172646	4T230A
Allowance	Payoff	Payoff To				
2,750.00						

Year	Make	Model	Color	Mileage	Vehicle Identification Number	Stock #
Allowance	Payoff	Payoff To				