(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, MARCH 15, 2022 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Source listing: 03/15/2022 Meetings
Original source: https://agendas.clintonok.gov/archive/2022/031522/launch.html
Original authority agenda: https://agendas.clintonok.gov/archive/2022/031522/RMAGENDA031522.htm

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

    A. Donald Miller, Post Commander, American Legion, Post 41

2. CONSIDER APPROVAL OF CONSENT AGENDA

    A. Minutes of the March 1, 2022, Regular Meeting.

3. DISCUSSION, CONSIDERATION, AND POSSIBLE ACTION REGARDING

    A. Ordinance No. 1016 – Approving the Final Plat for the “Twin Oaks Ridge “Addition at 2724 W. Chapman Road, more fully described as: Clinton City Tracts all Blk 2 & Pt Blk 3 – Irwin Heights Addition in NW/C NW/4 27-12-17, Clinton, Custer County, OK;

    B. Emergency Provision of Ordinance No. 1016,

    C. Ordinance 1017 – 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,…

    D. Emergency Provision of Ordinance No.1017

    E. Ordinance 1018 - A mending The Employee Retirement System, Defined Contribution Plan For The Position Of City Manager For The City Of Clinton, Oklahoma By Adopting A Revised And Restated Retirement Plan; Providing Retirement Benefits For Eligible…

    F. Emergency Provisions of Ordinance No. 1018

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

5. COUNCIL COMMENTS

6. CITY MANAGER’S COMMENTS

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

8. ADJOURN

Filed this 11th Day of March, 2022. Posted on the bulletin board in the lobby of the Clinton City Hall on March 11, 2022 at 4:30 p.m.

MINUTES OF THE CLINTON CITY COUNCIL REGULAR MEETING
MARCH 01, 2022

Minutes of the 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, March 1, 2022, 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 February 25, 2022, at 4:30 P.M.

Mayor David Berrong called the meeting to order at 6:28 p.m.

CHAIRMAN: David Berrong
TRUSTEES: Patch McComas, Ernie Dowdell, Arthur Lloyd (absent), Ernesto Villanueva
MANAGER: Robert Johnston
CITY TREASURER: Debra Blanchard (absent)
CITY ATTORNEY: Ryan Meacham
CITY CLERK: Amy Jones
NEWS MEDIA: Mike Smith, Kelcie Hartley-Wolfe
OTHERS: Gene McCullough, Samantha Aispuro, Paul Rinkel, Don Miller, Billy Goodwin, Tyler Wolfe, Doris Scarlett, Robert & Rachel Stewart, Roland Mower and others.

Gene McCullough opened the meeting with prayer and Don Miller, Post Commander. American Legion Post 41 led the Pledge of Allegiance.

AGENDA ITEM NO. 2: CONSENT AGENDA

A. Minutes of the February 15, 2022, Regular Meeting
B. Consider Claims
C. Acknowledge Resolution No. RA 22-01 Adopted by the Clinton Recreational Authority Regarding Riverside Golf Course

Motion was made by Councilman McComas and seconded by Councilman Dowdell that the Consent Agenda Items be approved.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 3 PUBLIC HEARING FOR REZONING

L and S Land Development Company, LLC's Request to Rezone from A-1 (Agricultural) to R-1 Single Family Residential) for the New Twin Oaks Ridge Housing Addition at 2724 S. Chapman Road, more fully described as: Clinton City Tracts all Blk 2 & Pt Blk 3 – Irwin Heights Addition in NW/C NW/4 27-12-17, Clinton, Custer County, OK 73601). AKA – All

of block 2 and the North 161.59 feet (measured on the West Side) of Block 3 in Irwin Heights Subdivision of a part of the Northwest Quarter of the Northwest Quarter (NW$ NW$) of Section 27, Township 12 North, Range 17 WIM, Custer County Oklahoma.

The Public Hearing was called to order by Mayor Berrong. City Manager Johnston stated that the Planning and Zoning Board has approved and recommends the above stated property for rezoning from A-1 to R-1. Mayor Berrong asked the audience if anyone was here for the public hearing to discuss the rezoning request. City Clerk Jones stated that there were no calls or protests filed regarding the requested zoning change.

There were no comments made and Mayor Berrong returned to the Regular Meeting

AGENDA ITEM NO. 4 DISCUSSION, CONSIDERATION AND POSSIBLE ACTION ITEMS:

A. Ordinance 1014 – An Ordinance of the City Council of the City of Clinton, OK. Changing the zoning of real property within the City of Clinton, Oklahoma

Mayor Berrong presented the Ordinance 1014, an Ordinance of the City Council of the City of Clinton, OK Changing the Zoning of Real Property within the City of Clinton, Oklahoma as Requested by L and S Land Development Company, LLC to Rezone from A-1 (Agricultural) to R-1 Single Family Residential)

The motion was made by Councilman Dowdell and seconded by Councilman McComas to approve the Ordinance 1014 – an Ordinance of the City Council of the City of Clinton, OK. rezoning of real property within the City of Clinton, Oklahoma.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

B. Ordinance 1014 – Emergency Provision

Motion was made by Councilman McComas and seconded by Councilman Dowdell to approve Ordinance 1014 declaration of emergency

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

C. Ordinance 1015 – Amending Section 3-1-2(C) of the *City of Clinton Code of Ordinances* by adding a Second Paragraph to this Section regarding the Purchase of "Consumables";

City Manager Johnston stated that Ordinance 1015 is an amendment to Section 3-1-2(C) of the *City of Clinton Code of Ordinances* by adding a Second Paragraph to this Section regarding the Purchase of "Consumables"

Section 3-1-2: Purchases of Goods, Services and Capital

"An exception to City Council approval required for purchases over $25,000 for goods will apply to consumables delivered in bulk load or transport load such as chemicals or fuel, etc., as price variations per tonnage delivered and hauling fees can cause the total cost toexceed $25,000 without advance City knowledge".

The Council members discussed the amount of $25,000 and the concern was if the amount was too low because of the current cost of goods opined that the amount of $25,000 was sufficient at this time.

The motion was made by Councilman McComas and seconded by Councilman Dowdell to approve the Ordinance 1015 – Amending Section 3-1-2(C) of the *City of Clinton Code of Ordinances* by adding a Second Paragraph to this Section regarding the Purchase of "Consumables"

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

D. Ordinance 1015 – Emergency Provision

Motion was made by Councilman McComas and seconded by Councilman Dowdell to approve Ordinance 1015 declaration of emergency

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

Resolution No.934: Designation of Brett Russell as the City of Clinton's Point of Contact Regarding the National Incident Management System (Nims) Incident Management for the City of Clinton

City Manager Johnston presented Resolution No.934: Designation of Brett Russell as the City of Clinton's Point of Contact Regarding the National Incident Management System (Nims) Incident Management for the City of Clinton. He stated that in many communities the point person is the Fire Chief. This resolution moves the responsibility from Mr. Anders to Fire Chief Russell.

Motion was made by Councilman Dowdell and seconded by Councilman McComas to approve Resolution 934 Designation of Brett Russell as the City of Clinton's Point of Contact Regarding the National Incident Management System (NIMS) Incident Management for the City of Clinton.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried

E. Resolution 935 - Acknowledging the City of Clinton's previous Participation and Requesting Continued Participation in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program;

City Manager Johnston presented Resolution 935 - Acknowledging the City of Clinton's previous Participation and Requesting Continued Participation in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program. He reported to the Council that the resolution was needed to complete the program that was presented at the 11/16/21 regular meeting.

Motion was made by Councilman McComas and seconded by Councilman Dowdell to approve Resolution 935 - Acknowledging the City of Clinton's previous Participation and Requesting Continued Participation in the Oklahoma Municipal Assurance Group (OMAG) Recognition Program.

F. Supplemental Easement Offer from PSO at Klump Park for the Clinton-Foss Tap Transmission Line Rebuild Project

City Manager Johnston presented the Supplemental Easement Offer from PSO at Klump Park for the Clinton-Foss Tap Transmission Line Rebuild Project to the Council for review

and approval. He stated that the electric transmission improvements tying the 2 electric substations together should enhance reliability as a City of Clinton. The City will receive $3,500 for the easement.

The motion was made by Councilman Dowdell and seconded by Councilman Villanueva to approve the Supplemental Easement Offer from PSO at Klump Park for the Clinton-Foss Tap Transmission Line Rebuild Project.

Mayor put the motion to a roll call vote:

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

Mayor declared the motion carried.

AGENDA ITEM NO. 7 COUNCIL COMMENTS

None

AGENDA ITEM NO. 8 CITY MANAGER'S COMMENTS

City Manager Johnston commented that the Council should be expecting to see the Twin Oaks Ridge Addition final plat at the next meeting for final approval and that Clyde Morgan, SWODA Community Development Director, will meet with the Planning and Zoning Board on March 8th to present information on their role in the CDBG Capital Improvement Plan Update project.

AGENDA ITEM NO. 8: ADJOURNMENT

Moved by Councilman McComas and seconded by Councilman McComas to adjourn the meeting.

Mayor put the motion to a roll call vote:

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

Mayor declared the meeting adjourned at 6:44 P.M.

_____
Date Approved

_____
David D. Berrong, Mayor

ORDINANCE NO. 1016

APPROVING THE FINAL PLAT FOR "TWIN OAKS RIDGE ADDITION" TO THE CITY OF CLINTON, OKLAHOMA AND DECLARING AN EMERGENCY

WHEREAS, L & S Land Development, LLC advised the City of Clinton in the spring of 2021 that the LLC was planning to develop a new housing subdivision which was later named "Twin Oaks Ridge Addition" in the NW/4, NW/4, Section 27, Range 17 WIM, Custer County near the corner of W. Chapman Road & S. 28th Street in Clinton;

WHEREAS, City staff provided representatives of LLC, the City's "Subdivision Regulations" as codified in Chapter 12 of the *Clinton City Code* to establish the minimum standards for any new addition to the City;

WHEREAS, in the intervening months City representatives worked with the LLC, their surveyor and engineer as preapplication plans & data evolved into the preliminary and ultimately final plats of the subdivision;

WHEREAS, pursuant to the provisions of Chapter 12, of the *Clinton City Code*, the Planning & Zoning Board fulfilled their designated responsibilities and then voted at their March 8, 2022, regular meeting to recommend that the City Council approve, via ordinance, the final plat of the "Twin Oaks Ridge Addition" to the City of Clinton.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF CITY OF CLINTON, OKLAHOMA, that, pursuant to Chapter 12, Section 12-2-4(G)1 of the *Clinton City Code*:

1. The final plat of the "Twin Oaks Ridge Addition" be approved and a copy of the signature be attached to this ordinance; and
2. Upon the construction of all platted streets, alleys, easements in full compliance with the City's 'Minimum Standards" these improvements be accepted by the City.

FURTHERMORE, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage, approval and publication.

PASSED AND DULY ADOPTED by the Council of the City of Clinton, Oklahoma this 15th day of March 2022.

_____
DAVID D. BERRONG, MAYOR

ATTEST:

_____
AMY E. JONES, CITY CLERK

KNOW ALL MEN BY THESE PRESENTS:

That L and S Development Company, LLC , hereby certifies that it is the owner of and the only persons, firm or corporation having any right, title, or interest in and to the land shown on the annexed plat of Twin Oaks Ridge Addition, an addition to the City of Clinton, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, which said annexed plat represents a correct survey of all property included therein under the name of Twin Oaks Ridge Addition, an addition to the City of Clinton, Custer County, Oklahoma.

The undersigned does hereby further certify that it is the owner of the land and the only company, corporation, partnership, person or entity having any right, title or interest in and to the land included in said annexed plat, except as set forth in the Bonded Abstractor's Certificate, and does hereby dedicate all streets and easements as shown on said annexed plat to the public for use as public streets and drainage and utility easements for their heirs, executors, administrators, successors, and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

The Owner's Restrictive Covenants and Limitations for the development of this addition are set out on typewritten sheets of paper and will be subsequently filed separately.

In witness whereof the undersigned has caused this instrument to be executed on this ___ day of _____, 2022.

_____

Jacob M. Stewart

_____

George W. Lowry, Jr.

STATE OF OKLAHOMA)
) SS
COUNTY OF CUSTER)

Before me, the undersigned, a Notary Public in and for said County and State, on this __ day of _____, 2022, personally appeared Jacob M. Stewart and George W. Lowry, Jr. to me, and duly acknowledged to me that they executed the same as the free and voluntary act and deed of their person and as the free and voluntary act and deed of said company.

My Commission Expires: _____ Notary Public:_____

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and or Custer County and the State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of Twin Oaks Ridge Addition, an addition to the City of Clinton, Oklahoma, is vested in L and S Development Company, LLC , and on the ___ day of _____, 2022, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county and state against said land or owners thereof, that the taxes are paid for the year of 2021 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages of record.

ATTEST

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this ____ day of _____ , 2022.

By:_____

Custer County Abstract
P.O. Box 249, 631 N 6th
Clinton, Oklahoma 73096

STATE OF OKLAHOMA)
) SS
COUNTY OF CUSTER)

Before me, the undersigned, a Notary Public in and for said County and State, on this __ day of _____, 2022, personally appeared _____ to me known to be the identical person who subscribed, as _____ of Custer County Abstract, and duly acknowledged to me that they executed the same as the free and voluntary act and deed of their person and as the free and voluntary act and deed of said company.

My Commission Expires: _____ Notary Public:_____

CERTIFICATE OF CITY CLERK

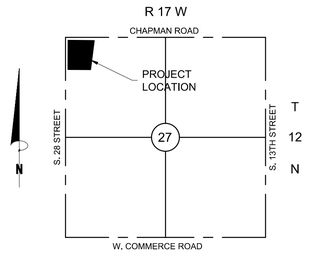
I, _____, City Clerk of Clinton, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there are no special assessment procedures now pending against the land shown on the annexed plat of Twin Oaks Ridge Addition, an addition to the City of Clinton, Oklahoma.

Signed by the City Clerk on this _____ day _____, 2022.

City Clerk:_____

PLAT
OF
TWIN OAKS RIDGE ADDITION
A REPLAT OF IRWIN HEIGHTS SUBDIVISION – BLOCK 2

A PART OF THE NW/4,
SEC. 27 T–12–N, R–17–W, I.M.
CUSTER COUNTY, OKLAHOMA



1" = 2000'

LEGAL DESCRIPTION

All of Block 2 and the North 161.59 feet (measured on the West side) of Block 3 of Irwin Heights Subdivision of a part of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, which consists of the following described tracts:
Tract 1
A tract of land containing one square acre exclusive of the Section lines of Sections 22 and 28 in the Northwest corner of Block 2, Irwin Heights Subdivision of part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, according to the recorded plat thereof;
Which tract is also described as being
The North 208.71 feet of the West 208.71 feet of Block 2 of the Irwin Heights Subdivision, being a subdivision of part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma;
AND
Tract 2
All of Block 2, less a tract of land containing one square acre exclusive of the Section line of Sections 22 and 28, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, in the Northwest corner of said Block 2, and the North 161.95 feet (measured on the West side) of Block 3, all in Irwin Heights Subdivision of a part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, according to the recorded plat thereof.
LESS AND EXCEPT:
A 17 feet wide strip of land dedicated for public right-of-way being the West 17 feet of the North 239.80 feet of Block 2 Irwin Heights Subdivision of part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, according to the recorded plat thereof.

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Sheri K Janis, Registered Professional Land Surveyor, Certify that this plat of survey meets or exceeds the Oklahoma Minimum Technical Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

_____
Sheri Janis
Professional Land Surveyor #1808

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and sworn County Treasurer of Custer County, Oklahoma, that the tax records of said county show that all taxes for the year 2021 and prior years are paid on the annexed plat of Twin Oaks Ridge Addition, an addition to the City of Clinton, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing payment for the 2021's taxes.

In witness whereof said County Treasurer has caused this instrument to be executed this ____ day of _____ , 2022.

County Treasurer:_____

CERTIFICATE OF PLANNING COMMISSION

I, _____, Planning Director of the City of Clinton, Oklahoma, hereby certify that the said Planning Commission duly approved the final plat of Twin Oaks Ridge Addition, an addition to the City of Clinton, Oklahoma at a meeting on the ____ day of _____, 2022.

Planning Director:_____

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED by the Council of the City of Clinton, that the annexed plat of Twin Oaks Ridge Addition, an addition to the City of Clinton, Custer County, Oklahoma, is hereby approved and the dedications shown hereon are hereby approved and accepted.

ADOPTED by the Council of the City of Clinton, this ____, day of _____, 2022.

APPROVED by the Mayor of the City of Clinton, this ____, day of _____, 2022.

ATTEST

Mayor:_____ City Clerk:_____

REGISTERED PROFESSIONAL ENGINEER'S CERTIFICATE

I, Joseph Milo Ridley, a registered Professional Engineer in the State of Oklahoma, do hereby certify that Twin Oaks Ridge Addition, an addition to the City of Clinton, Custer County, has been designed in accordance with the subdivision regulations of the City of Clinton, and that the water distribution and sewage collection systems have been designed in accordance with the standards of the Oklahoma Department of Environmental Quality and will be constructed under my supervision in accordance with a permit to construct issued by the DEQ.

Witness my hand and seal this ___ day of _____, 2022.

_____
Joseph Milo Ridley
Professional Engineer #19123

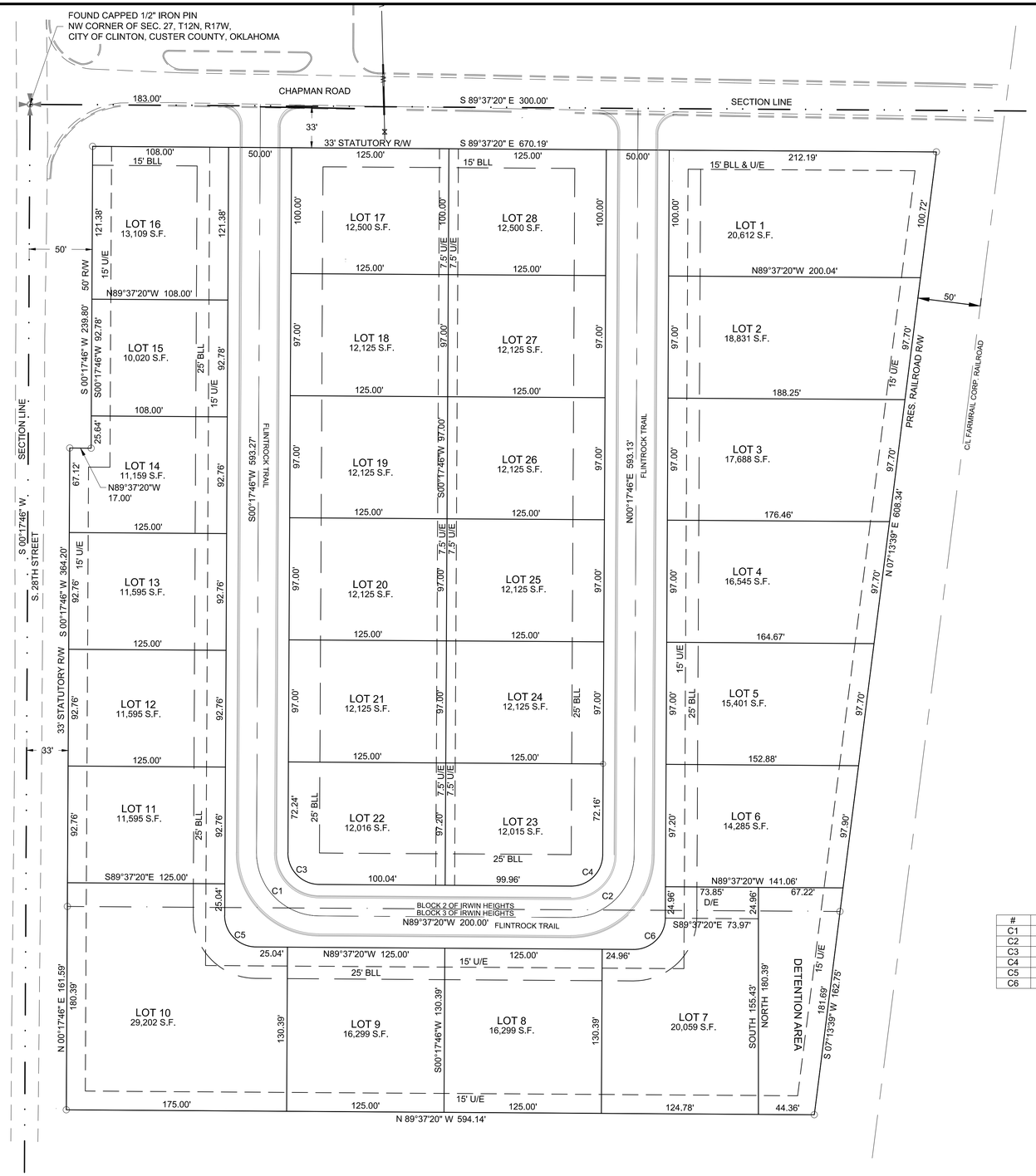
Plat of - Twin Oaks Ridge Addition
Joe Ridley
P.E. 19123, Exp: 30-NOV-22
COA 6565 Exp: 30-JUN-23
P.O. Box 2147
Weatherford, Oklahoma 73096
Phone: 580-695-0118
e-mail: joeridley2@sbcglobal.net
Sheet 1 of 2

Surveyor
Fieldpoint Surveying, LLC, Sheri Janis, PLS
Certificate of Authorization is 8228, Expires 6-30-22
20271 E CR 163, Altus, OK 73521
Phone Number: (580) 471-1754
Email Address: skjanis@outlook.com

Developer
L & S DEVELOPMENT LAND COMPANY, LLC

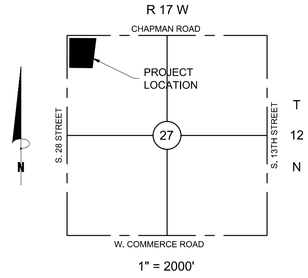
RIDLEY ENGINEERING GROUP, LLC

OWNER'S NOTARY | CITY CLERK | COUNTY TREASURER | SURVEYOR | ASSESSOR | ABSTRACTOR'S NOTARY



PLAT
OF
TWIN OAKS RIDGE ADDITION
A REPLAT OF IRWIN HEIGHTS SUBDIVISION – BLOCK 2

A PART OF THE NW/4,
SEC. 27 T–12–N, R–17–W, I.M.
CUSTER COUNTY, OKLAHOMA



1" = 2000'

#	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	R=50.00'	L=78.47'	CB=N44°39'47"W	CH=70.66'
C2	R=50.00'	L=78.61'	CB=N45°20'13"E	CH=70.76'
C3	R=25.00'	L=39.23'	CB=S44°39'47"E	CH=35.33'
C4	R=25.00'	L=39.31'	CB=S45°20'13"W	CH=35.38'
C5	R=25.00'	L=39.23'	CB=N44°39'47"W	CH=35.33'
C6	R=25.00'	L=39.31'	CB=S45°20'13"W	CH=35.38'

LEGAL DESCRIPTION

All of Block 2 and the North 161.59 feet (measured on the West side) of Block 3 of Irwin Heights Subdivision of a part of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, which consists of the following described tracts:
Tract 1
A tract of land containing one square acre exclusive of the Section lines of Sections 22 and 28 in the Northwest corner of Block 2, Irwin Heights Subdivision of part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, according to the recorded plat thereof;
Which tract is also described as being
The North 208.71 feet of the West 208.71 feet of Block 2 of the Irwin Heights Subdivision, being a subdivision of part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma;
AND
Tract 2
All of Block 2, less a tract of land containing one square acre exclusive of the Section line of Sections 22 and 28, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, in the Northwest corner of said Block 2, and the North 161.95 feet (measured on the West side) of Block 3, all in Irwin Heights Subdivision of a part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, according to the recorded plat thereof.
LESS AND EXCEPT:
A 17 feet wide strip of land dedicated for public right-of-way being the West 17 feet of the North 239.80 feet of Block 2 Irwin Heights Subdivision of part of the Northwest Quarter (NW1/4) of Section 27, Township 12 North, Range 17 W.I.M., Custer County, Oklahoma, according to the recorded plat thereof.

N

0 25' 50' 100'

SCALE: 1"= 50'

Surveyor
Fieldpoint Surveying, LLC, Sheri Janis, PLS
Certificate of Authorization is 8228, Expires 6-30-22
20271 E CR 163, Altus, OK 73521
Phone Number: (580) 471-1754
Email Address: skjanis@outlook.com

Developer
L and S DEVELOPMENT LAND COMPANY, LLC

Note:
All corners are set with 5/8" iron pins

Bearing Datum:
Oklahoma State Plane, South Zone NAD 83

Plat of - Twin Oaks Ridge Addition
Joe Ridley
P.E. 19123, Exp: 30-NOV-22
COA 6565 Exp: 30-JUN-23
P.O. Box 2147
Weatherford, Oklahoma 73096
Phone: 580-695-0118
e-mail: joeridley2@sbcglobal.net

RIDLEY ENGINEERING GROUP, LLC

OWNER'S NOTARY · CITY CLERK · COUNTY TREASURER · SURVEYOR · ABSTRACTOR · ABSTRACTOR'S NOTARY

CMO

OkMRF™
OKLAHOMA MUNICIPAL RETIREMENT FUND

February 28, 2022

Amy Jones
City of Clinton
PO Box 1177
Clinton, OK 73601-1177

RE: City of Clinton CMO Plan

Dear Amy,

The OkMRF Defined Contribution Master Plan and Joinder Agreement were recently amended and restated and approved by the Internal Revenue Service (IRS). OkMRF, as your plan provider, must follow a six-year filing cycle for preapproved plans in order to retain plan qualification and obtain a determination letter from the IRS. Upon approval by the IRS, it requires the OkMRF Board and each participating member to formally adopt these new documents containing the updated plan language. The OkMRF Board of Trustees approved the Amended and Restated Defined Contribution Master Plan and Joinder Agreement at the December Board meeting. Now it is requested that your governing body approve and adopt the documents for your plan as provided.

Enclosed are the following:

- IRS Determination Letter for the OkMRF Defined Contribution Plan documents
- Summary of Plan changes (memo from John Papahronis, OkMRF Tax Attorney, McAfee & Taft)
- Two (2) originals of amending Ordinance or Resolution & Joinder agreement effective April 1, 2022
- Your copy of the OkMRF Defined Contribution Master Plan

These documents must be approved by your governing body on or before April 30, 2022.

Suggested wording for your agenda action item for the plan documents:

Consideration and Possible Action on Ordinance or Resolution 2022-X Regarding an Amendment to the City of Clinton CMO Plan Adopting the Revised and Restated OkMRF Master Defined Contribution Retirement Plan

After your governing board has taken action and fully signed these documents, please return the following original documents to the OkMRF offices as soon as possible:

- ✓ One (1) Ordinance or Resolution
- ✓ Two (2) Joinder Agreements

The OkMRF Board of Trustees will approve and countersign the Joinder Agreement and an original will be returned for your records.

If you would like an electronic version of the documents, please email me at kbaser@okmrf.org. We are pleased to have you as an OkMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

Kari Baser

enclosures

Kari M Baser, Distribution & Project Specialist

BOARD OF TRUSTEES

Donna Doolen	Joe Don Dunham	Tamera Johnson	Robert Johnston	Jim Luckett, Jr	Robert Park	Melissa Reames	Tim Rooney	Ed Tinker	George Wilkinson
Ada	Lawton	Shawnee	Clinton	Thomas	Sallisaw	Stillwater	Mustang	Glenpool	Weatherford
District 3	District 8	District 4	At-large	District 7	District 2	District 5	District 6	District 1	Trustee Emeritus

1001 NW 63rd Street | Suite 260 | Oklahoma City, Oklahoma | 73116

Phone 1.888.394.6673 | Local 405.606.7880 | Fax 405.606.7879 | www.okmrf.org

ORDINANCE NO. 1018

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER 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 INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; 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 **April 1, 2022,** the amended and restated Plan designated "Employee Retirement System of the City of Clinton, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

Section 3. APPROPRIATIONS. The City of 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 Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and

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

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 50l(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 forgoing Ordinance was introduced before the City Council of the City of Clinton on the fifteenth (15) day of March 2022 and was duly adopted and approved by the Mayor and City Council on March 15, 2022, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et. Seq.)

City of Clinton

_____

David D. Berrong, Mayor

ATTEST:

_____

Amy E. Jones, City Clerk

Approved as to form and legality on March 15, 2022

_____

Ryan A. Meacham, City Attorney

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

City of Clinton [a municipality or authority 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 Contribution Plan to be known as **City of Clinton CMO Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

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

1. **Dates.**
   - [ ] This instrument is a new Plan effective __ ("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 effective October 1, 2002. The effective date of this Joinder Agreement is **April 1, 2022** ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.
2. **Employee.**

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

   The word "Employee" shall not include:
   - [ ] Any person who is currently accruing benefits under any other state or local retirement system.
   - [ ] Any person in the following position and who is covered under another retirement program or system approved by the City:
     - [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
     - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
     - [ ] Department Head or Department Manager
     - [ ] Finance Director or Chief Financial Officer
     - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
     - [ ] __ (specify position)
   - [ ] Any person who _ [description may include a position but not the name of an individual].

3. **Entry Date.**

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

[ ] months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.

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

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity pay.
[X] Severance pay.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Other: [must be definitely determinable]

5. **Plan Design.**

The Employer hereby elects the following Plan design:

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

[ ] **Thrift Plan Option**.

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

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

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

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

[X] **Variable Option**.

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

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

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

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

[ ] **401(k) Option**.
(This Option available only if elected prior to May 1, 1986)
[ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
[ ] Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] **Matching Contribution Option**. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] **No Employer Contribution Option**.

6. **Other Participant Contribution Options.**
[X] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.
[ ] Participants shall not contribute to the Plan.

7. **Self-Directed Investments.**
[X] Are permitted.
[ ] Are not permitted.

8. **Allocation of Forfeitures Available.**
Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
[ ] Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
[X] Shall reduce the Employer contribution under such Option for the current or next following Plan Year.

9. **Service for Worker's Compensation Period.**
If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
[X] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
[ ] shall not be credited with Service for such period.

10. Vesting.

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

[ ] Option A

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

[ ] Option B

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

[ ] Option C

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

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[ ] Option E

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

a. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

b. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

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

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

[ ] Option F

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

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

11. Participant Loans.

[ ] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[**X**] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[**X**] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

[ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

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

IN WITNESS WHEREOF the City of 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 Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 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 Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The 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 is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the 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.

OKMRF™
OKLAHOMA MUNICIPAL RETIREMENT FUND

February 28, 2022

Amy Jones
City of Clinton
PO Box 1177
Clinton, OK 73601-1177

RE: City of Clinton CMO Plan

Dear Amy,

The OkMRF Defined Contribution Master Plan and Joinder Agreement were recently amended and restated and approved by the Internal Revenue Service (IRS). OkMRF, as your plan provider, must follow a six-year filing cycle for preapproved plans in order to retain plan qualification and obtain a determination letter from the IRS. Upon approval by the IRS, it requires the OkMRF Board and each participating member to formally adopt these new documents containing the updated plan language. The OkMRF Board of Trustees approved the Amended and Restated Defined Contribution Master Plan and Joinder Agreement at the December Board meeting. Now it is requested that your governing body approve and adopt the documents for your plan as provided.

Enclosed are the following:

- IRS Determination Letter for the OkMRF Defined Contribution Plan documents
- Summary of Plan changes (memo from John Papahronis, OkMRF Tax Attorney, McAfee & Taft)
- Two (2) originals of amending Ordinance or Resolution & Joinder agreement effective April 1, 2022
- Your copy of the OkMRF Defined Contribution Master Plan

These documents must be approved by your governing body on or before April 30, 2022.

Suggested wording for your agenda action item for the plan documents:
Consideration and Possible Action on Ordinance or Resolution 2022-X Regarding an Amendment to the City of Clinton CMO Plan Adopting the Revised and Restated OkMRF Master Defined Contribution Retirement Plan

After your governing board has taken action and fully signed these documents, please return the following original documents to the OkMRF offices as soon as possible:

- ✓ One (1) Ordinance or Resolution
- ✓ Two (2) Joinder Agreements

The OkMRF Board of Trustees will approve and countersign the Joinder Agreement and an original will be returned for your records.

If you would like an electronic version of the documents, please email me at kbaser@okmrf.org. We are pleased to have you as an OkMRF member! Providing this legal service to you is just one of the many advantages you receive while participating in Oklahoma's premiere municipal retirement program!

Sincerely,

Kari Baser

enclosures

Kari M Baser, Distribution & Project Specialist

BOARD OF TRUSTEES

Donna Doolen	Joe Don Dunham	Tamera Johnson	Robert Johnston	Jim Luckett, Jr	Robert Park	Melissa Reames	Tim Rooney	Ed Tinker	George Wilkinson
Ada	Lawton	Shawnee	Clinton	Thomas	Sallisaw	Stillwater	Mustang	Glenpool	Weatherford
District 3	District 8	District 4	At-large	District 7	District 2	District 5	District 6	District 1	Trustee Emeritus

1001 NW 63rd Street | Suite 260 | Oklahoma City, Oklahoma | 73116

Phone 1.888.394.6673 | Local 405.606.7880 | Fax 405.606.7879 | www.okmrf.org

ORDINANCE NO. 1018

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER 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 INVESTMENTS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; 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 **April 1, 2022,** the amended and restated Plan designated "Employee Retirement System of the City of Clinton, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

Section 3. APPROPRIATIONS. The City of 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 Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and

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

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 50l(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 forgoing Ordinance was introduced before the City Council of the City of Clinton on the fifteenth (15) day of March 2022 and was duly adopted and approved by the Mayor and City Council on March 15, 2022, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et. Seq.)

City of Clinton

_____

David D. Berrong, Mayor

ATTEST:

_____

Amy E. Jones, City Clerk

Approved as to form and legality on March 15, 2022

_____

Ryan A. Meacham, City Attorney

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT

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

1. **Dates.**
   - [ ] This instrument is a new Plan effective __ ("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 effective October 1, 2002. The effective date of this Joinder Agreement is **April 1, 2022** ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.
2. **Employee.**

The word "Employee" shall mean:

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

The word "Employee" shall not include:

- [ ] Any person who is currently accruing benefits under any other state or local retirement system.
- [ ] Any person in the following position and who is covered under another retirement program or system approved by the City:
  - [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
  - [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
  - [ ] Department Head or Department Manager
  - [ ] Finance Director or Chief Financial Officer
  - [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
  - [ ] __ (specify position)
- [ ] Any person who _ [description may include a position but not the name of an individual].

3. **Entry Date.**

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

[ ] months (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.

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

4. **Definition of Compensation.**

Compensation shall exclude the item(s) listed below:

[ ] No exclusions.
[ ] Overtime pay.
[ ] Bonuses.
[ ] Commissions.
[ ] Longevity pay.
[X] Severance pay.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Other: [must be definitely determinable]

5. **Plan Design.**

The Employer hereby elects the following Plan design:

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

[ ] **Thrift Plan Option**.

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

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

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

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

[X] **Variable Option**.

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

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

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

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

[ ] **401(k) Option**.
(This Option available only if elected prior to May 1, 1986)

[ ] Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.

[ ] Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).

[ ] **Matching Contribution Option**. The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.

[ ] **No Employer Contribution Option**.

6. Other Participant Contribution Options.

[X] Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.

[ ] A Participant may not withdraw Voluntary Nondeductible Contributions.

[ ] Participants shall not contribute to the Plan.

7. Self-Directed Investments.

[X] Are permitted.

[ ] Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

[ ] Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.

[X] Shall reduce the Employer contribution under such Option for the current or next following Plan Year.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

[X] shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.

[ ] shall not be credited with Service for such period.

10. Vesting.

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

[ ] Option A

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

[ ] Option B

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

[ ] Option C

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

[X] Option D

Years of Service	Vested Percentage	Forfeited Percentage
Immediate 100% Vesting	100%	0%

[ ] Option E

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

a. 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

b. 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).

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

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

[ ] Option F

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

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

11. Participant Loans.

[ ] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[X] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

[X] Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.

[ ] The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be on each business day of the Plan Year for which Plan assets are valued on an established market.

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

IN WITNESS WHEREOF the City of 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 Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 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 Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The 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 is: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the 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.