PUBLIC NOTICE OF A REGULAR MEETING
OF THE PUBLIC WORKS AUTHORITY
TUESDAY, NOVEMBER 16, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer

    A. Rick Brewster
    First Church of the Nazarene

3. Consent Agenda

    A. Consider Approval of Minutes on November 2, 2010

4. Action Items:

    A. Consider Bid for 200,000 gallon Neptune Water Tower Rehabilitation Project

5. City Managers Report

6. Audience Participation

7. Adjournment

    A. Continue to City Council Agenda

Filed this 12th Day of November , 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on November 12, 2010 at 4:30 p.m.

PW110210

MINUTES OF THE PUBLIC WORKS AUTHORITY MEETING, NOVERMBER 2, 2010

Minutes of the regular meeting of the Chairman and Trustees of the Clinton Public Works Authority of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 2, 2010 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 October 29, 2010.

Chairman Bryson called the meeting to order with the following present:

CHAIRMAN: Allen Bryson
TRUSTEES: Steve Jones, John Jordan, Terry Wheeler, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Arnold Adams, Mary Helen Jones, Charles Fry, Phyllis Smith, David Crabtree, Rusty Whisenhunt, and others.

Dave Gerbrandt of the First Mennonite Church opened the meeting with prayer and Trustee Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: CONSENT AGENDA

A. Minutes of the Regular Meeting of October 5, 2010
B. Consider Claims

Moved by Trustee Jones and seconded by Trustee Wheeler, that Consent Agenda Item No. 3 (a-b) be approved.

Chairman put the motion to a roll call vote:

Aye: Jones, Wheeler, Marcy, Jordan, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO. 4. ACTION ITEMS

4A.CONSIDER CAPITAL IMPROVEMENT EXPENDITURES FOR IMPROVEMENTS TO WATER TREATMENT PLANT

City Manager Grayson Bottom reported that after four months of operation of the Water Treatment Plant by Severn Trent, it has been noted that three items are necessary capital expenditures. The items include a Raw Water Control Valve, a Clarifier Blow Down Valve and an auxiliary generator fuel tank. The estimated total price for the three items is $28,085.00

Motion was made by Trustee Wheeler and seconded by Trustee Jones to approve the Capital Improvement expenditure for improvements to the Water Treatment Plant as outlined by Severn Trent.

Chairman put the motion to a roll call vote:

Aye: Wheeler, Jones, Jordan, Marcy, Bryson
Nay: None

Chairman declared the motion carried.

4B. CONSIDER INTER-LOCAL AGREEMENT WITH FRONTIER DEVELOPMENT REGARDING WATER SERVICE

City Manager Grayson Bottom said earlier this year when the Water Department was locating leaks, a situation was identified with the water service at Canyon West.

Public Works Director Arnold Adams said the City discovered city water lines and Frontier Development water service was mingled in the Canyon West housing development. The agreement presented is for operations for both entities. He said that Frontier Development had originally indicated that they would approve the agreement but at their meeting the night before, they decided to not approve the agreement.

Trustee Jones asked if both entities have the capability to provide service to future customers.

Adams said that Frontier does not have the capability to provide service to future customers but the City of Clinton has unlimited capabilities for service. He said the area of concern for Frontier was the paragraph regarding future actions, cause of action, claims, demands, damages, costs, loss of services, expenses and compensation arising from any act or occurrences in any way associated previous provisions of services within the Service Area.

City Manager Grayson Bottom said the City has paid Frontier Development for lost revenue and he suggested approving the agreement as presented.

Motion was made by Trustee Marcy and seconded by Trustee Jordan to approve the Inter-Local Agreement with Frontier Development regarding water service.

Chairman put the motion to a roll call vote:

Aye: Marcy, Jordan, Jones, Marcy, Bryson
Nay: None

Chairman declared the motion carried.

AGENDA ITEM NO .5: CITY MANAGER'S REPORT

City Manager Grayson Bottom reported that all of the fire hydrants that had been taken out of service in the Northeast Water line replacement project have been removed. He said six hydrants are scheduled to be raised to ground level.

AGENDA ITEM NO. 6: AUDIENCE PARTICIPATION

None

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Trustee Jones and seconded by Trustee Wheeler that the meeting adjourn.

Chairman put the motion to a roll call vote:

Aye: Jones, Wheeler, Marcy, Jordan, Bryson
Nay: None

Chairman declared the meeting adjourned at 5:55 pm.

BID NOTICE

Notice is hereby given that the Clinton Public Works Authority of Clinton, OK is seeking sealed bids for furnishing all necessary materials, equipment, machinery, superintendence, labor, insurance, and other required provisions for:

REHABILITATION OF 200,000 GALLON NEPTUNE WATER TOWER
CLINTON, OKLAHOMA

Sealed bids shall be submitted to the Office of the City Clerk, 415 Gary Boulevard, Clinton, Oklahoma, 73601, no later than Tuesday, November 16, 2010 at 5:30 P.M, in a sealed envelope marked "**NEPTUNE WATER TOWER REHAB**". Bids submitted more than 96 hours before the time of the bid opening will be returned unopened to the bidder submitting the same.

Properly submitted bids will be opened for consideration at a regular meeting of the Clinton Public Works Authority of Clinton, Oklahoma at 5:30 P.M. Tuesday, November 16, 2010.

All bids shall be firm for 30 days. Bids shall be submitted based upon specifications and contract documents, which may be obtained from the Office of the City Clerk, 415 Gary Boulevard, Clinton, OK. 73601. (580-323-0265)

There will be a pre-bid conference concerning this project at 1:30 P.M., Monday, November 8, 2010 at Clinton City Hall at 415 Gary Boulevard in Room 226.

Attendance at the Pre-Bid Conference is MANDATORY. Bids will NOT be accepted from contractors who do NOT have a representative attending the Pre-Bid Conference. No plans, specifications or bid documents will be issued after the Pre-Bid Conference. All bidders must visit and inspect the project site, and be familiar with the physical characteristics and conditions at the construction site.

The Clinton Public Works Authority reserves the right to reject any and all bids and to accept the bid which best meets the needs of the Clinton Public Works Authority.

All bidders are invited to attend the bid opening.

Grayson Bottom
City Manager
City of Clinton, OK.

- **Contractor shall be responsible for proving thickness of coating.**

- **Contractor agrees to furnish all necessary material, tools, and equipment.**

- **Lettering shall be reapplied as it currently appears, unless alternate bid A is accepted by City of Clinton.**

WARRANTY

- **Interior Coating – Contractor shall warranty workmanship and materials free from defects for a period not less than 5 years.**

- **Exterior Coating - Contractor shall warranty workmanship and materials free from defects for a period not less than 2 years.**

Interior - $ _____

Exterior - $ _____

***Alternate Bid A - $ _____**

***Lettering shall be applied as new Clinton logo.**

PUBLIC NOTICE OF A REGULAR MEETING
OF THE CITY COUNCIL
TUESDAY, NOVEMBER 16, 2010 AT 5:30 PM
CLINTON CITY HALL

AGENDA

Meeting status: Completed

1. Call to Order

2. Opening Prayer

    A. Rick Brewster
    First Church of the Nazarene

3. Consent Agenda

    A. Consider Approval of Minutes on November 2, 2010 And Special Meeting of November 9, 2010

4. Action Items:

    A. Consider acceptance of resignation from Ward Four Councilman

    B. Consider appointment of individual to fill vacated seat of Ward Four

    C. Consider Condemnation of property at 1007 Avant ; Owner: John C. Kindred

    D. Consider Ordinance No. 928 regarding amendments to Employee Retirement System, Defined Benefit Plan with Oklahoma Municipal Retirement Fund

5. City Managers Report

6. Audience Participation

7. Adjournment

Filed this 12th Day of November, 2010. Posted on the bulletin board in the lobby of the Clinton City Hall on November 12, 2010 at 4:30 p.m.

RM110210

MINUTES OF THE CLINTON CITY COUNCIL
NOVEMBER 2, 2010

Minutes of the regular meeting of the Mayor and City Council of the City of Clinton, Oklahoma, Custer County, held in the City Council Room, City Hall on Tuesday, November 2, 2010 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 October 29, 2010.

Mayor Allen Bryson called the meeting to order with the following present;

MAYOR: Allen Bryson
COUNCIL: John Jordan, Steve Jones, Terry Wheeler, Bob Marcy
CITY MANAGER: Grayson Bottom
CITY CLERK: Lisa Anders
CITY TREASURER: Debra Blanchard
DEPUTY CITY CLERK: Rhonda Williams
CITY ATTORNEY: Ryan Meacham
NEWS MEDIA: Gerald Green
OTHERS: Arnold Adams, Mary Helen Jones, Charles Fry, Phyllis Smith, David Crabtree and others.

Dave Gerbrandt of the First Mennonite Church opened the meeting with prayer and Councilman Bob Marcy led the Pledge of Allegiance.

AGENDA ITEM NO. 3: PUBLIC HEARING

A Public Hearing was called to discuss the rezoning of property at 531 South 10th. Mayor Bryson explained that the property is currently zoned R-1 but has been used for commercial purposes for a number of years.

No comment was received.

The hearing was closed.

AGENDA ITEM NO, 4: CONSENT AGEND:

A. Minutes of Regular Meeting of October 19, 2010
B. Consider

Moved by Councilman Wheeler and seconded Councilman Marcy, that Consent Agenda Item No. 3 (a-b) be approved.

Mayor put the motion to a roll call vote:

Aye: Wheeler, Marcy, Jones, Jordan, Bryson
Nay: None

Mayor declared the motion carried.

AGENDA ITEM NO. 4 ACTION ITEMS

4A. CONSIDER ORDINANCE NO. 927 REGARDING REZONING OF PROPERTY AT 531 SOUTH 10TH FROM R-1 (SINGLE FAMILY DWELLING) TO C-4 (GENERAL COMMERCIAL DISTRICT)

City Manager Grayson Bottom explained that the Board of Adjustment had granted a variance on this property as it does not meet the criteria of being at least 22,000 square foot to be rezoned. Following consideration by the Board of Adjustments, the Planning and Zoning ruled in favor of recommending the rezoning of the property to a commercial zoning.

Motion was made by Councilman Jones and seconded by Councilman Wheeler to approve Ordinance 927 rezoning the property at 531 South 10th from R-1 to C-4.

Mayor put the motion to a roll call vote:

Aye: Jones, Wheeler, Marcy, Jordan, Bryson
Nay: None

Mayor declared the motion carried.

Motion was made by Councilman Jones and seconded by Councilman Jordan to approve the Emergency Clause for Ordinance No. 927.

Mayor put the motion to a roll call vote:

Aye: Jones, Jordan, Wheeler, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

4B. CONSIDER AGREEMENT WITH JOE D. HALL FOR THE CONSTRUCTION MANAGER AT RISK FOR CITY HALL RENOVATIONS

City Manager Grayson Bottom said the plans will be finalized on Thursday for the renovation of City Hall.

Bottom said the agreement presented is for a guaranteed maximum price. He said Joe D. Hall has been chosen as the Construction Manager at Risk and the cost would be his fee plus an inspection fee of 10% along with reimbursable cost.

Bottom also explained that ARC's fee is based on a sliding scale based on the amount of bids. He said those number can be confirmed after bids are taken on the project.

Motion was made by Councilman Wheeler and seconded by Councilman Jones to approve the agreement with Joe D. Hall for the Construction Manager at Risk for the City Hall renovations.

Mayor put the motion to a roll call vote:

Aye: Wheeler, Jones, Jordan, Marcy, Bryson
Nay: None

Mayor declared the motion carried.

5. CITY MANAGER'S REPORT

City Manager Grayson Bottom presented City Clerk Lisa Anders with Service Award for Twenty-five years of service from the Oklahoma Municipal League.

City Manager Bottom said he had been out of the office recently due to the failing health of his mother. He said he would continue to be in and out of the office.

Bottom reported that a Clinton Community Planning Process Steering Committee meeting has been scheduled for November 10, 2010 at the Frisco Center.

6. AUDIENCE PARTICIPATION

Boy Scout Jay Davis was recognized as being in the audience. He said he was working on his Citizenship Badge.

Public Works Director Arnold Adams said the City Wide Cleanup is scheduled for the weekend of November 6th and roll-off dumpsters will be placed at various locations around Clinton.

Mayor Bryson introduced Phyllis Smith was a potential appointment for the vacancy in Ward One. He said an announcement would be coming in the near future.

AGENDA ITEM NO. 7: ADJOURNMENT

Moved by Councilman Jones and seconded by Councilman Marcy to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Jones, Marcy, Wheeler, Jordan, Bryson
Nay: None

Mayor declared the meeting adjourned at 6:20 P.M.

ORDINANCE NUMBER 927

AN ORDINANCE CHANGING THE ZONING FROM R-1(SINGLE FAMILY DISTRICT) TO C-4 (GENERAL COMMERCIAL DISTRICT) FOR PROPERTY LOCATED IN THE WEST 90 FEET OF LOTS 18, 19 & 20, BLOCK 11, HARDEN'S ADDITION (531 SOUTH 10TH) TO THE CITY OF CLINTON, CUSTER COUNTY, OKLAHOMA; AND DECLARING AN EMERGENCY.

WHEREAS, the owners of a tract of land located in the west 90 feet of Lots 18, 19, & 20, Block 11, Harden's Addition in Clinton, Custer County, Oklahoma request that the zoning of said land be changed from R-1 (Single Family District) to C-4 (General Commercial District); and

WHEREAS, the Planning and Zoning Board of said City of Clinton, Oklahoma met on October 12, 2010, after due legal notice thereof to all owners of property situated within a radius of 300 feet of subject tract of land and has reviewed the said application and has recommended to this Council that the zoning of such property be approved as requested; and

WHEREAS, the City Council did conduct a Public Hearing on this matter on this date in the Council Room of the Clinton City Hall pursuant to due legal notice thereof published in the Clinton Daily (Oklahoma) News on October 20, 2010; and

WHEREAS, the matter was discussed in open forum at this Public Hearing before and by the members of the Council and the Council being fully informed in the premises does find that the interest of the City of Clinton will be served best by establishing the subject zoning district as requested in the subject application and as recommended by the Clinton Planning and Zoning Board; and

NOW THEREFORE, be it ordained by the City Council of the City of Clinton, Oklahoma that the following described property in the west 90 feet of Lots 18, 19 & 20, Block 11, Harden's Addition (531 South 10th) in Clinton, Custer County, Oklahoma be and the same is hereby zoned C-4 (General Commercial District).

WHEREOF, an emergency is hereby declared to exist and the Ordinance shall be in full force and effect from and after its passage and proof of publication.

PASSED AND APPROVED this 2nd day of November, 2010.

Allen Bryson, Mayor

ATTEST:

Lisa Anders, City Clerk

MINUTES OF A SPECIAL MEETING OF CLINTON CITY COUNCIL

TUESDAY, NOVEMBER 9, 2010

Minutes of a special meeting of the Mayor and Council of the City of Clinton, Oklahoma, Custer County, held at Clinton City Hall on Tuesday, November 9, 2010, 8:30 A.M. A notice of this meeting with agenda was posted on the bulletin board in the lobby of the Clinton City Hall on November 4, 2010.

Mayor: Allen Bryson
Council: Terry Wheeler, Steve Jones, Bob Marcy
Absent: John Jordan
City Clerk: Lisa Anders
Deputy City Clerk: Rhonda Williams
City Manager: Grayson Bottom
Others: David Crabtree, Julie Menge, Walt Schumacher, Narcy Smith
Media: Rod Serfoss and Gerald Green

Mayor Allen Bryson called the meeting to order.

2. CONSIDER AUTHORIZING MAYOR TO SIGN LETTER OF UNDERSTANDINGS CONCERNING PROPOSED SOUTH I-40 SERVICE ROAD

Mayor Allen Bryson explained that Walt Schumacher is trying move his project along faster in an effort to reduce construction costs. He said a meeting is scheduled for Friday for the Local Development Act Review Committee and he hoped that a vote could be taken regarding the establishing of a TIF district.

He said the proposed letter is to give assurance to Mr. Schumacher that the Council is aware of what is going on.

City Manager Grayson Bottom said the second paragraph of the letter states that but for the public investments in certain public improvements such as service road and water and sewer lines that the private investment will not occur. It is due to these circumstances and other time constraints that we will provide interim funding from City sources until the statutory requirements for the creation of a Tax Increment Financing District can be accomplished. There will be no obligation from you or any of your companies for the repayment of this funding should the TIF District not be created.

Mayor Bryson said he preferred to support the project with TIF due to the flexibility.

Motion was made by Councilman Jones and seconded by Councilman Wheeler to authorize the mayor to sign the Letter of Understanding concerning a Proposed South I-40 Service Road.

Mayor put the motion to a roll call vote:

Aye: Jones, Wheeler, Marcy, Bryson

Nay: None

Mayor declared the motion carried.

3. ADJOURN

The motion was made by Councilman Wheeler and seconded by Councilman Jones to adjourn the meeting.

Mayor put the motion to a roll call vote:

Aye: Wheeler, Jones, Marcy, Bryson

Nay: None

Mayor declared the motion carried.

The meeting was adjourned at 8:42 a.m.

601 S. 6th St.
Clinton, OK 73601
November 9, 2010

Mayor/Chairman Allen Bryson
City Councilmen/Trustees
City of Clinton
P.O. Box 1177
Clinton, OK 73601

Gentlemen:

As you are aware, I did not file for re-election in Ward 4 as a City Councilman or a Trustee of the various Trusts and Authorities of the City of Clinton due in large part to the failing health of my wife. Since that period of time we have sold our home in Ward 4 and purchased a home in Ward 3.

With this letter I am tendering my resignation from the Clinton City Council, the Clinton Airport Authority, the Clinton Industrial Authority, the Clinton Public Works Authority, the Clinton Solid Waste Authority, the Clinton Recreational Authority, and the Clinton Hospital Authority effective immediately.

I have enjoyed my service to the City and my service with each of you.

Sincerely,

John T. Jordan

John Jordan

Memorandum

To: Mayor Allen Bryson, City Council Members & City Manger

From: Toby Anders Code Enforcement Officer

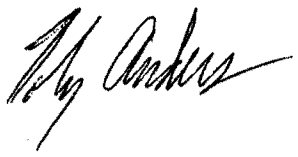
Date: 11/01/2010

Re: 1007 Avant

The property that I am bringing to you is to consider condemnation of the property only, not the house itself. The current owner of the property is John C. Kindred. The current occupant of the property is his son which his name is also John Kindred. I have been working on this property for 4 years. Dates of notification have been 10/12/06, 4/23/08, 10/10/08, 7/30/09. On 9/9/10 the owner contacted me and we discussed the property and made an agreement that the property could and should be cleaned up within 30 days from that date. Mr. Kindred agreed with that dead line. On that date I sent him a letter stating everything that we discussed on the telephone and I also attached some pictures of the property.

The current code violations on the property are trash, debris and excess dead and living tree growth. Due to the lack of property maintenance it posses safety concerns for the neighboring properties such as fire, insects, vermin, damage to there property from the trees. The occupant has trimmed a few of the trees on the property. The neighborhood would benefit greatly from the removal and the trimming of the trees.

Toby Anders Code Enforcement Officer



Oklahoma Municipal Retirement Fund
Master Defined Benefit Plan and Joinder Agreement
Summary of Changes

The following summarizes the significant changes to the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan and Joinder Agreement recently approved by the IRS:

A. Master Defined Benefit Plan

Section	Description
2.1(b)	**"Actuarial Equivalent."** Incorporates a required reference to the mortality table that applies for purposes of calculating/determining whether a Participant's annual benefit exceeds the limit contained in Article X of the Plan.
2.1(f)	**"Average Monthly Compensation."** Now allows the Employer to select (in the Joinder Agreement) the number of consecutive months that will be used to calculate Average Monthly Compensation, rather than automatically using 60 months. Provides that the number of consecutive months of service will include non-credited periods under an Authorized Leave of Absence. Also provides that if an Employee has less than the number of consecutive months selected by the Employer in the Joinder Agreement, the Employee's actual consecutive months will be used to calculate Average Monthly Compensation.
2.1(l)	**"Compensation."** Defines Compensation as wages for purposes of Code § 3401(a), plus certain other amounts. Allows the Employer to specify modifications to the definition of Compensation in the Joinder Agreement.
3.1	**"Eligibility."** Provides that the term "Employee" is defined in the Joinder Agreement. Also provides that a person who has been classified as an independent contractor but is reclassified as an "Employee" will not be eligible to participate in the Plan.
3.4	**"Pick-up Contributions."** Provides in part that a private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions.
4.1	**"Normal Pension."** Provides that an employee is eligible for a Normal Pension if his employment classification has changed such that he is no longer eligible to participate in the Plan (e.g., a part-time employee) on or after his Normal Retirement Date – provided that he is 100% vested.
7.2	**"Other Forms of Payment."** Now includes an Option G, which allows a payee to receive a combination of Option F and Option D or Option E.
7.6(a)(i)	**"Eligible Rollover Distribution."** Provides that a portion of a distribution will not fail to be an eligible rollover distribution because it consists of after-tax employee contributions that are not includible in gross income – but restricts the type of plans that the portion may be paid to.
7.6(a)(ii)	**"Eligible Retirement Plan."** An "Eligible Retirement Plan" now includes an annuity contract described in Code § 403(b); an eligible plan under Code § 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision that agrees to separately account for transferred amounts. Also, the definition of "Eligible Retirement Plan" now applies in the case of a distribution to a Participant's surviving non-spouse Beneficiary – provided, however, that the direct rollover may only be made to an individual retirement account or annuity described in Code § 408(a) or 408(b).

7.7	**"Minimum Distribution Requirements."** As required by Code § 401(a)(9), for purposes of determining the required minimum distributions beginning with the 2003 calendar year, this section generally provides that a Participant's entire interest will be distributed, or begin to be distributed, no later than the April 1 of the calendar year following the later of (a) the calendar year in which the Participant attains age 70½, or (b) the calendar year in which the Participant retires.
8.1(a)	**Transfers to Another Category With Same Employer.** This subsection provides that if an Employee is transferred to a department, classification, or category with his Employer and is consequently no longer eligible to participate in this Plan, his participation ceases and he does not continue to accrue service for the purposes of benefit accruals or additional vesting credit.
9.1(a)(14)	**Committee Powers.** Expressly gives the Committee the power to appoint persons to perform certain tasks, including but not limited to, persons to receive and separately account for certain payments and payroll deductions consisting of contributions or assets under the Plan for the Fund.
9.1	**City Treasurer and City Personnel Officer.** Removed 9.1(c) and 9.1(d) from the old Plan. The Plan no longer provides that the City Treasurer is the Treasurer of the Plan, and no longer provides that the City Personnel Officer will assist in the administration of the Plan.
9.4	**Abandonment of Benefits.** Generally provides that if a Participant or Beneficiary is entitled to receive benefits under the Plan, but their whereabouts are unknown, the benefits will be forfeited if the Committee has mailed to such person notice of the right to receive benefits, and after one year, mails the notice again. But this section also provides that if the whereabouts of such a lost Participant or Beneficiary (whose benefits have been forfeited) later becomes known to the Committee and the person makes a claim for benefits, the Committee shall reinstate the forfeited benefits.
9.5	**Benefits Payable to Incompetents.** Where payments are due to a minor or another person under legal disability, at the discretion of the Committee, the payments may be made to either (a) a parent, spouse, relative by blood or marriage; or (b) the person's legal representative.
10.2-10.4	**Limitation on Benefits.** As required by Code § 415, these sections generally provide that the annual benefit payable to a Plan Participant will not exceed $160,000 (this number is adjusted annually, and is $195,000 for 2010), but this amount is subject to adjustment as provided in 10.4(g).
10.12(a)-(b)	**Re-employment of Retired Employees.** Where a retired Employee receives Pension payments and then is later re-employed, the Pension payable upon his subsequent Retirement is equal to the sum of (a) the amount he had been receiving for his prior Retirement, subject to cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement; and (b) 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.
12.3	**Amendments.** This section allows McAfee & Taft to adopt certain required amendments on behalf of all Employers without each Employer being required to separately adopt the amendments.

B. Joinder Agreement

Section	Description
4	**Definition of Compensation.** Allows the Employer to exclude certain items (such as overtime and bonuses) from the definition of Compensation.
5	**Average Monthly Compensation.** Allows the Employer to use either 36 consecutive months or 60 consecutive months for purposes of determining Participants' Average Monthly Compensation, which is defined in Section 2.1(f) of the Master Plan Document and which is used in Section 5.1(a) of the Master Plan Document to calculate Participants' normal pension.

ORDINANCE NO. 928

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; LOSS OF BENEFITS FOR CAUSE AND LIMITATIONS OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND 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, 2011,** 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 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 _____.
   [X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 1970. The effective date of this Joinder Agreement is **January 1, 2011,** except as otherwise stated in the Plan and the Joinder Agreement.
2. **Employee.**
   The word "Employee" shall mean:
   [X] Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   [ ] Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
   [ ] Any person who, on or after the Effective Date, is an employee of the Employer and is .
   The word "Employee" shall not include:
   [X] Any person who is currently accruing benefits under any other state or local retirement system.
   [ ] Any person who is .
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.
   [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.
   [X] Severance pay.
   [ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
   [X] Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

5. **Average Monthly Compensation.**
The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit 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. An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee's contributions 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** 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% with no maximum Years of Service
[ ] Plan AAA - 3% recognizing a maximum of 22 Years of Service
[ ] Plan AA - 2.625%
[ ] Plan BB - 2.25%
[ ] Plan CC - 1.875%
[ ] Plan A - 1.5%
[ ] Plan B - 1.125%
[ ] Plan C - .75%

C. Normal Retirement Age. Normal retirement age shall be:
[ ] Age 65
[X] The earlier of (i) and (ii) as follows:
(i) age 65
(ii) the later of age 62 and the age at which the Participant has completed 30 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
(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 credited service total 80 or greater. To be eligible, the Participant's age plus service must be at least 80 prior to termination of employment.
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 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.

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 Original Plan Effective Date. The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.

[**X**] No limitation
[ ] Service credit prior to the original Plan effective date shall not exceed ___ years.

F. Service Buyback. The Employer hereby elects

[ ] No service buyback pursuant to Section 10.13 of the Plan
[**X**] The service buyback provisions of Section 10.13 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.

8. Contributions by Employees.

If Employees 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 Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.0%
Plan AA - 5.25%
Plan BB - 4.5%
Plan CC - 3.75%
Plan A - 3%
Plan B - 2.25%
Plan C - 1.5%

b. [**X**] The contribution formula shall be **5.25%** of compensation. (Not to exceed the percentages in above paragraph).

c. [ ] The contribution as annually determined each year shall be shared by the Employee and Employer as follows:

Employee portion %
Employer portion %

(Employee 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 Employee 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), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases 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 of 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, 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 an Employee, 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, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

(1) Mandatory Contributions made by the Participant after the effective date of the option.

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

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective __.

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 **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)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title: Chairman_____

Attest:

_____

Secretary

(SEAL)