

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

November 12, 2024

6:00 P.M.

**COUNCIL CHAMBERS
113 N ELM ST
SALLISAW, OK 74955**

****AMENDED****

A G E N D A

“POSSIBLE ACTION” INCLUDES, BUT IS NOT LIMITED TO, APPROVAL, AUTHORIZATION, ADOPTION, REJECTION, DENIAL, AMENDMENT, TAKING NO ACTION, OR TAKING THE ITEM FOR DISPOSITION AT A LATER DATE OR TIME.

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Discussion and possible action on removal of any item from the consent agenda**
- 4. Possible action on consent agenda**
 - (a) Consider approval of minutes of special meeting of October 10, 2024, regular minutes of October 14, 2024, and special minutes of October 28, 2024
 - (b) Consider approval of Invoice paid report for October 2024
- 5. Discussion and possible action on any item removed from the consent agenda**
- 6. Receive presentation from Mr. Howard Copeland concerning search for a shooting range; and possible direction to staff**
- 7. Discussion and possible action on Supplemental Watershed Plan No. 7 and Environmental Evaluation for the Sallisaw Creek Watershed between the**

**Natural Resources Conservation Service Acquisition & Procurement Division -
Section 3 in Cooperation with Adair County Conservation District and City of
Sallisaw, et al.**

- 8. Discussion and possible action on Ordinance 2024-07; AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF SALLISAW, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SALLISAW, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.**
- 9. Discussion and possible action on Purchase Order No. 102823, issued to Lattimore Welding, which was \$5,370.00 above the previously approved amount for weir replacement at the Sallisaw Wastewater Treatment Plant**
- 10. Possible action to convene to Executive Session to discuss the employment, hiring, and appointment of a City Manager and Municipal Judge, in accordance with 25 O.S. § 307 B(1)**
- 11. Possible action to conveyne to Regular Session**
- 12. Possible action or direction pursuant to Executive Session concerning the vacant City Manager postion**
- 13. Possible action or direction pursuant to Executive Session concerning the vacant Municipal Judge postion**
- 14. Possible action on Municipal Court Judge Agreement for temporary Municipal Judge position**
- 15. Receive update on current and future projects**
- 16. Receive update on the financial status of the city and activities of the finance department**

17. Administrative reports

18. Adjourn

Posted: November 8, 2024

Time: 1:35 p.m.

KIM JAMISON

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
OCTOBER 10, 2024

The Board of City Commissioners met in a special meeting on October 10, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on October 7, 2024, at 4:20 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Kim Jamison, Robin Haggard,	City Clerk Director of Finance/Interim City Manager
Others present:	Tim Brown; Jordan Pace; Julie Becker; Jeanie Richardson.	

1. Meeting called to order

Mayor Martens called the meeting to order. The meeting began at 5:30 p.m.

2. Declaration of a quorum

A quorum was declared present.

3. Possible action to convene in Executive Session for the purpose of conducting interviews of selected applicants who have submitted applications for the position of City Attorney, a position with an annual salary amount of \$41,600.00 plus benefits; as authorized by Title 25 O.S. § 307(B) (1,2)

Motion was made by Hamilton, seconded by Moody, to convene to Executive Session.
Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion

carried 5-0. Executive Session began at 5:30 p.m.

4. Possible action to reconvene to Regular Session

Motion was made by Moody, seconded by Mendiola, to reconvene to Regular Session. Vote: Moody aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Regular session reconvened at 7:14 p.m.

5. Possible action pursuant to Executive Session regarding filling the vacancy of City Attorney position

Motion was made by Hamilton, seconded by Moody, for Jordan Pace to fill the vacancy of City Attorney position. Vote: Hamilton aye; Moody aye; Bailey aye; Mendiola abstain; Martens aye. Motion carried 4-1.

6. Adjourn

Motion was made by Hamilton, seconded by Mendiola, to adjourn the meeting. Vote: Hamilton aye; Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0. The meeting ended at 7:15 p.m.

Approved this **12th** day of November 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
OCTOBER 14, 2024

The Board of City Commissioners met in a regular meeting on October 14, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on October 10, 2024, at 4:40 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Jordan Pace, Kim Jamison, Robin Haggard, Kayle Griffin, George Bormann, Ben Spyres, Chris Carter, Clint Smith, Travis Buchanan, John Weber, Terry Franklin,	City Attorney City Clerk Director of Finance/Interim City Manager Chief Accountant Economic Development Director Computer Technician Senior Code Inspector IT Manager Code Enforcement Officer Captain Police Chief
Others present:	Lynn Adams; Shane Walker; Brian Becker; Julie Becker; Pamela Gay; Philip Gay; Michael Hogan; Ray Jacobs; Jennifer Honeycutt; John Honeycutt; Matt Whitekiller; Others Unidentified.	

1. Meeting called to order

Mayor Martens called the meeting to order. The meeting began at 6:00 p.m.

2. Declaration of a quorum

A quorum was declared present.

3. Discussion and possible action on removal of any item from the consent agenda

None.

4. Possible action on consent agenda

a Consider approval of regular minutes of September 9, 2024

b Approval of invoice paid report for September 2024.

c Acknowledge Mayor's Reappointment of Gary Schaefer to the Sallisaw Airport Board for a three-year term, Expiring November 2027

d Acknowledge the Mayor's appointment of Ms. Allyn Mayo Wilson to the Sallisaw Library Board for a three-year term, expiring November 2027

Motion was made by Moody, seconded by Hamilton, for approval of consent agenda.

Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0.

5. Discussion and possible action on any item removed from the consent agenda

None.

6. Receive presentation from Mr. Howard Copeland concerning search for a shooting range; and possible direction to staff

Mr. Copeland was not able to attend the meeting.

7. Discussion Concerning Request to install speed bumps or speed tables on East Redwood Avenue between Oak Street and Highway 59; and, Possible action and/or guidance to Staff

Motion was made by Moody, seconded by Bailey, to install two (2) crosswalks (at the hospital) and a 4-way stop sign (at Elm & Redwood). Vote: Moody aye; Bailey aye; Mendiola aye; Hamilton aye; Martens aye. Motion carried 5-0.

8. Discussion and possible action on the schedule of regular meeting dates for calendar year 2025

Motion was made by Mendiola, seconded by Hamilton, for approval of the schedule of regular meeting dates for 2025. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

9. Discussion and possible action on Resolution 2024-24; *A Resolution to Notify the Secretary of the County Election Board of Sequoyah County, Oklahoma to Conduct Election*

Motion was made by Mendiola, seconded by Bailey, for approval of Resolution 2024-24. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

10. Discussion and possible action on staff's request to purchase one (1), 2024 Freightliner Side Load Automated Sanitation Truck for the Sanitation Department from J&R Equipment of Oklahoma City; and authorize purchase via a lease purchase agreement

Motion was made by Mendiola, seconded by Moody, for approval to purchase sanitation truck via lease purchase. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

11. Discussion and possible action on Resolution 2024-25; *A Resolution Authorizing Execution of a Lease Purchase Agreement of Equipment*

Motion was made by Mendiola, seconded by Moody, for approval of Resolution 2024-25. Vote: Mendiola aye; Moody aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0.

12. Possible Action on Purchase Order No. 103001, Issued to Storm Sirens, Inc. of Norman, Oklahoma, in the amount of \$14,750.00 for the purchase of a CD&F Report Back System with two-way capability of the new and converted sirens and

utilized fiber optic lines to report the siren status back to a central user

Motion was made by Mendiola, seconded by Bailey, to acknowledge Purchase Order No. 103001. Vote: Mendiola aye; Bailey aye; Moody aye; Hamilton aye; Martens aye. Motion carried 5-0.

13. Discussion and possible action to give a temporary pay increase to the Interim City Manager

Motion was made by Hamilton, seconded by Moody, to give a temporary pay increase to the Interim City Manager (Robin Haggard) in the amount of \$750.00 and retroactive to June 17, 2024. Vote: Hamilton aye; Moody aye; Bailey nae; Mendiola aye; Martens aye. Motion carried 4-1.

14. Conduct Public Hearing to determine if the property located at 701 North Main Street is a Public Nuisance; Case #10-24-1C, Condemnation of Dilapidated Structure

Mayor Martens opened the public hearing at 6:49 p.m. The Code Enforcement Officer advised that the property owner had removed the structure and cleaned the property.

15. Conduct Public Hearing to Determine if the Property Located at 415 West Creek Avenue is a Public Nuisance; Case #10-24-2C, Condemnation of Dilapidated Structure

Mayor Martens opened the Public Hearing at 6:50 p.m. City Code Enforcement presented the item to council. There were no additional comments. The Public Hearing ended at 6:53 p.m. Motion was made by Mendiola, seconded by Hamilton, to declare Case # 10-24-2C a public nuisance and direct staff to abate it. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

16. Receive update on economic development and grant activities

The Economic Development Director gave an update, for informational purposes only.

17. Receive update on current and future projects

The Senior Inspector gave an update, for informational purposes only.

18. Receive update on the financial status of the city and activities of the finance department

The Chief Accountant gave an update, for informational purposes only.

19. Administrative reports

The Interim City Manager reviewed the items included in the agenda. For informational purposes only. Commissioner Mendiola inquired about LED lighting at the entrance of the sports complex ; stop lights at Cherokee Avenue; tall grass around planes at the airport.

20. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:25 p.m.

Approved this 12th day of November 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

MINUTES
BOARD OF CITY COMMISSIONERS
SPECIAL MEETING
OCTOBER 28, 2024

The Board of City Commissioners met in a special meeting on October 28, 2024, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXM; by posting at city hall on October 23, 2024, at 10:10 a.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Josh Bailey, Julian Mendiola, Brad Hamilton,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4
Members absent:	None	
Staff present:	Jordan Pace, Kim Jamison, Robin Haggard,	City Attorney City Clerk Director of Finance/Interim City Manager
Others present:	Lynn Adams; Shawn Rolson; John Honeycutt; Philip Gay; Pamela Gay; Leslie Jacobs; Lee Litterell; Shane Walker; Steve Whitlock; Ray Jacobs; Dawn Butler; Others Unidentified.	

1. Meeting called to order

Mayor Martens called the meeting to order. The meeting began at 5:30 p.m.

2. Declaration of a quorum

A quorum was declared present.

3. Possible action to convene in Executive Session for the purpose of conducting interviews of selected applicants who have submitted applications for the position of City Manager; as authorized by Title 25 O.S. § 307(B) (1)

At the recommendation of the City Attorney, motion was made by Moody, seconded by Mendiola, to convene in Executive Session. Vote: Moody aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Executive Session began at 5:30 p.m.

4. Possible action to reconvene to Regular Session

Motion was made by Moody, seconded by Mendiola, to reconvene to Regular Session. Vote: Moody aye; Mendiola aye; Bailey aye; Hamilton aye; Martens aye. Motion carried 5-0. Regular session reconvened at 7:31 p.m.

5. Possible direction or action pursuant to Executive Session regarding filling the vacancy of City Manager position

Motion was made by Mendiola, seconded by Hamilton, for no action pursuant to Executive Session. Vote: Mendiola aye; Hamilton aye; Moody aye; Bailey aye; Martens aye. Motion carried 5-0.

6. Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 5-0. The meeting ended at 7:32 p.m.

Approved this 12th day of November 2024.

Ernie Martens, Mayor

ATTEST:

Kim Jamison, City Clerk

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: November 12, 2024
Board: Board of City Commissioners
Subject: Supplemental Watershed Plan No. 7

ITEM TITLE: Discussion and possible action on Supplemental Watershed Plan No. 7 and Environmental Evaluation for the Sallisaw Creek Watershed between the Natural Resources Conservation Service Acquisition & Procurement Division - Section 3 in Cooperation with Adair County Conservation District and City of Sallisaw, et al.

INITIATOR: Natural Resources Conservation Service

STAFF INFORMATION SOURCE: Natural Resources Conservation Service

BACKGROUND: Currently, the City of Sallisaw is listed as a sponsor for these sites. This was probably done back when the sites were built over 50 years ago. The sponsor for both of these sites will be Adair County Conservation District. However, we need all the agencies to sign stating they understand they are being removed as a sponsor. The sites are still moving forward, and they are still going through the design process and eventually construction. The City of Sallisaw is just no longer going to be a sponsor for these sites.

EXHIBITS: 1. Agreement only_

KEY ISSUES:

FUNDING SOURCE: NA

RECOMMENDATION: Approval of Agreement

SUPPLEMENTAL WATERSHED PLAN NO. 7 and ENVIRONMENTAL EVALUATION

For the SALLISAW CREEK WATERSHED (Hydrologic Unit Number 11110104)

A supplement to the original watershed plan for rehabilitation of Sallisaw Creek Floodwater Retarding Structures (FRS) No. 13 and 19; includes supplemental watershed agreement No. 7.

Adair County, Oklahoma
September 2024



S13



S19

PREPARED BY:

NATURAL RESOURCES CONSERVATION SERVICE
ACQUISITION & PROCUREMENT DIVISION – SECTION 3
100 USDA, SUITE 206
STILLWATER, OKLAHOMA 74074

IN COOPERATION WITH:

ADAIR COUNTY CONSERVATION DISTRICT
Rt. 1, Box 333
468670 Hwy 100

AND

CITY OF SALLISAW
CITY OF STILWELL
STILWELL AREA DEVELOPMENT AUTHORITY
CHEROKEE COUNTY CONSERVATION DISTRICT
SEQUOYAH COUNTY CONSERVATION DISTRICT

SUPPLEMENTAL WATERSHED PLAN NO. 7 and ENVIRONMENTAL EVALUATION

For the SALLISAW CREEK WATERSHED (Final Submittal Version)

SITES 13 AND 19

ADAIR COUNTY, OKLAHOMA

PREPARED BY: NATURAL RESOURCES CONSERVATION SERVICE IN COOPERATION WITH ADAIR COUNTY CONSERVATION DISTRICT AND THE SPONSORS BEING REMOVED: SEQUOYAH COUNTY CONSERVATION DISTRICT, CHEROKEE COUNTY CONSERVATION DISTRICT, CITY OF SALLISAW, CITY OF STILWELL, AND STILWELL AREA DEVELOPMENT AUTHORITY.

AUTHORITY

The original Sallisaw Creek Watershed Work Plan, February 1961, was prepared under the authority of the Flood Control Act (Public Law 78-534, approved December 22, 1944), as amended. The construction program is authorized by the Watershed Protection and Flood Prevention Act of 1954 (Public Law 83-566), as amended by Section 313 of Public Law 106-472 and The Small Watershed Rehabilitation Amendments of 2000.

ABSTRACT

Adair County Conservation District requested a supplemental watershed plan and environmental document be prepared for Sites 13 and 19 to determine the preferred alternative for both dams to meet high hazard criteria while considering environmental aspects of alternatives. The dams have both exceeded their original 50-year design life and need to be rehabilitated to meet current hazard criteria. Sites 13 and 19 were originally constructed as Low Hazard Dams, but are now required to meet High Hazard Dam criteria to meet State of Oklahoma dam permitting requirements. The hazard classification was upgraded to high hazard for both dams because of downstream potential damage locations (PDLs) that were built over the years, creating a higher potential loss of life.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

This document tiers to the Environmental Impact Statement (EIS) – Rehabilitation of Aging Flood Control Dams in Oklahoma, August 2002, and reviewed April 2007, April 2012 and April 2017. A review was conducted to determine if the effects of the project are within the scope of the programmatic EIS. All effects of the project have been analyzed and accounted for and are within the scope of the cited document.

COMMENTS AND INQUIRIES:

Comments and inquiries must be received by September 20, 2024. Submit inquiries to: Jeanne Jasper, State Conservationist USDA, Natural Resources Conservation Service, 100 USDA, Suite 206, Stillwater, Oklahoma 74074, (405) 742-1206

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NON-DISCRIMINATION STATEMENT:

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- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

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SALLISAW CREEK WATERSHED

Supplemental Watershed Agreement No. 7

For Floodwater Retarding Structure (FRS) Nos. 13 and 19

Between the

Adair County Conservation District
(Hereinafter referred to as the Sponsors)

Sequoyah County Conservation District
Cherokee County Conservation District
City of Sallisaw
City of Stilwell
Stilwell Area Development Authority
(Sponsors being Removed)

State of Oklahoma,

And the

Natural Resources Conservation Service
(Referred to herein as NRCS)
United States Department of Agriculture

Whereas, the watershed plan for the Sallisaw Creek Watershed, executed by the sponsors named therein and the Soil Conservation Service (SCS, now NRCS), became effective on the 1st day of May, 1961; and

Whereas, a Supplemental Watershed Agreement No. 1 for said watershed, executed by the sponsors named therein and NRCS became effective on the fourth day of June, 1962; and

Whereas, a Supplemental Watershed Agreement No. 2 for said watershed, executed by the sponsors named therein and NRCS became effective on the 22nd day of March, 1963; and

Whereas, a Supplemental Watershed Agreement No. 3 for said watershed, executed by the sponsors named therein and NRCS became effective on the 3rd day of October, 1968; and

Whereas, a Supplemental Watershed Agreement No. 4 for said watershed, executed by the sponsors named therein and NRCS became effective on the 7th day of July, 2005; and

Whereas, a Supplemental Watershed Agreement No. 5 for said watershed, executed by the sponsors named therein and NRCS became effective on the 8th day of August, 2005; and

Whereas, a Supplemental Watershed Agreement No. 6 for said watershed, executed by the sponsors named therein and NRCS became effective on the 14th day of August, 2006; and

Whereas, in order to carry out the watershed plan for said watershed, it has become necessary to modify said watershed agreement, as supplemented, in order to extend the watershed plan for said FRS Nos. 13 and 19 beyond their original evaluated life and meet current safety and performance standards; and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, has been assigned by the Secretary of Agriculture to NRCS: and

Whereas, application has heretofore been made to the Secretary of Agriculture by the sponsors for assistance in preparing a plan for works of improvement for the rehabilitation of watershed structures 13 and 19 in the Sallisaw Creek Watershed, State of Oklahoma, under the authority of Section 14 of Public Law 83-566 (as amended), the Watershed Protection and Flood Prevention Act of 1954; and

Whereas, there has been developed through cooperative efforts of the sponsors and NRCS a supplemental plan for works of improvement for FRS Nos. 13 and 19 of the Sallisaw Creek Watershed, State of Oklahoma, which plan is annexed to and made part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS and the sponsors hereby agree on this supplemental plan and that the works of improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this supplemental watershed agreement and including the following:

1. The Sequoyah County Conservation District, the Cherokee County Conservation District, the City of Sallisaw, the City of Stilwell, and the Stilwell Area Development Authority are removed as sponsors only for the rehabilitation of FRS No. 13 and 19 and will have no responsibilities for this new project. The Adair County Conservation District will serve as sole sponsor for FRS No. 13 and 19.

2. Term. The term of this agreement is for the installation period plus the evaluated life of the project (101 years) and does not commit the NRCS to assistance of any kind beyond that point unless agreed to by all parties.

3. Costs. The costs shown in this agreement are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.

4. Real Property. The sponsors will acquire all land rights, easements, or rights-of-way as will be needed in connection with the works of improvement. The amount and percentages of the real property acquisition cost to be borne by the Sponsors and NRCS are as shown in the cost-share table in item 6 hereof. The sponsor agrees that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the Operation and Maintenance Agreement.

5. Uniform Relocation Assistance and Real Property Acquisition Policies Act. The sponsor hereby agrees to comply with all of the policies and procedures of the Uniform Relocation

Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601 et seq. as further implemented through regulations in 49 C.F.R. Part 24 and 7 C.F.R. Part 21) when acquiring real property interests for this federally assisted project. If the sponsor is legally unable to comply with the real property acquisition requirements it agrees that, before any federal financial assistance is furnished; it will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance.

6. Cost-share for Rehabilitation Plan. The percentages of total rehabilitation project costs to be paid by the sponsors and by NRCS are as follows:

Sallisaw Creek FRS No. 13

Works of Improvement	NRCS		Sponsors		Total
Cost Sharable Items	Percent	Cost	Percent	Cost	Cost
Rehabilitation of dam (Construction Cost)	65%	\$884,000	35%	\$461,000	\$1,345,000
Relocation, Replacement in-kind	NA	\$0	NA	\$0	\$0
Relocation, Required Decent, Safe, Sanitary	NA	\$0	NA	\$0	\$0
Sponsors Planning Costs	0%	NA	100%	\$0	\$0
Sponsors Engineering Costs	0%	NA	100%	\$0	\$0
Sponsors Project Administration a/	0%	NA	100%	\$0	\$0
Land Rights Acquisition Cost b/	0%	NA	100%	\$15,000	\$15,000
Subtotal: Cost-Share Costs	65%	\$884,000	35%	\$476,000	\$1,360,000
Non Cost-Sharable Items c/					
NRCS Engineering & Project Administration a/	100%	\$336,200	0%	NA	\$336,200
Natural Resources Rights	0%	NA	100%	\$0	\$0
Federal, State and Local Permits	0%	NA	100%	\$10,000	\$10,000
Relocation, Beyond Required decent, safe, sanitary	0%	NA	100%	\$0	\$0
Subtotal: Non Cost- Share Costs	---	\$336,200	---	\$10,000	\$346,200
Total:	72%	\$1,220,200	28%	\$486,000	\$1,706,200

^{a/}The sponsors and NRCS will each bear the costs of project administration that each incurs.

^{b/}The sponsors will acquire with other than Watershed Protection and Flood Prevention Act Funds, such real property as will be needed in connection with the works of improvement. The value of real property is eligible as in-kind contributions toward the sponsors' share of the works of improvement costs. In no case will the amount of an in-kind contribution exceed the sponsors' share of the cost for works of improvement. The maximum cost eligible for in-kind credit is the same as that for cost sharing.

^{c/} If actual Non Cost-Sharable item expenditures vary from these figures, the responsible party will bear the change.

Sallisaw Creek FRS No. 19

Works of Improvement	NRCS		Sponsors		Total
Cost Sharable Items	Percent	Cost	Percent	Cost	Cost
Rehabilitation of dam (Construction Cost)	65%	\$3,142,600	35%	\$1,677,200	\$4,819,800
Relocation, Replacement in-kind	NA	\$0	NA	\$0	\$0
Relocation, Required Decent, Safe, Sanitary	NA	\$0	NA	\$0	\$0
Sponsors Planning Costs	0%	NA	100%	\$0	\$0
Sponsors Engineering Costs	0%	NA	100%	\$0	\$0
Sponsors Project Administration a/	0%	NA	100%	\$0	\$0
Land Rights Acquisition Cost b/	0%	NA	100%	\$15,000	\$15,000
Subtotal: Cost-Share Costs	65%	\$3,142,600	35%	\$1,692,200	\$4,834,800
Non Cost-Sharable Items c/					
NRCS Engineering & Project Administration a/	100%	\$1,205,000	0%	NA	\$1,205,000
Natural Resources Rights	0%	NA	100%	\$0	\$0
Federal, State and Local Permits	0%	NA	100%	\$10,000	\$10,000
Works of Improvement	NRCS		Sponsors		Total
Relocation, Beyond	0%	NA	100%	\$0	\$0

Required decent, safe, sanitary					
Subtotal: Non Cost-Share Costs	---	\$1,205,000	---	\$10,000	\$1,215,900
Total:	72%	\$4,347,600	28%	\$1,702,200	\$6,049,800

^{a/}The sponsors and NRCS will each bear the costs of project administration that each incurs.

^{b/}The sponsors will acquire with other than Watershed Protection and Flood Prevention Act Funds, such real property as will be needed in connection with the works of improvement. The value of real property is eligible as in-kind contributions toward the sponsors' share of the works of improvement costs. In no case will the amount of an in-kind contribution exceed the sponsors' share of the cost for works of improvement. The maximum cost eligible for in-kind credit is the same as that for cost sharing.

^{c/} If actual Non Cost-Sharable item expenditures vary from these figures, the responsible party will bear the change.

7. Land treatment agreements. The sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The sponsors will provide assistance to landowners and operators to ensure the installation of the land treatment measures shown in the Watershed Project Plan. The sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.

8. Floodplain Management. Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs. The sponsor is required to have development controls in place below low and significant hazard dams prior to NRCS or the sponsor entering into a construction contract.

9. Water and mineral rights. The sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the sponsors and these costs are not eligible as part of the sponsors cost-share.

10. Permits. The sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the sponsors cost-share.

11. NRCS assistance. This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the Rehabilitation Plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.

12. Additional agreements. A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.

13. Amendments. This Rehabilitation Plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may de-authorize or terminate funding at any time it determines that the sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsors in writing of the determination and the reasons for the de-authorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been de-authorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.

14. Prohibitions. No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.

15. Operation and Maintenance (O&M). The sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with the Operation and Maintenance Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (100 years). Although the sponsor's responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life. A specific Operation and Maintenance Plan will be prepared for FRS Nos. 13 and 19 before issuing invitations to bid for construction, utilizing the NRCS National Operation and Maintenance Manual.

16. Emergency Action Plan. Prior to construction, the sponsors must prepare an Emergency Action Plan (EAP) for each dam or similar structure where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.

17. Nondiscrimination provisions. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact

the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

18. Certification Regarding Drug-Free Workplace Requirements. (7CFR Part 3021). By signing this watershed agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of sub-recipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that they will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's

workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about:

- (a) The danger of drug abuse in the workplace;
- (b) The grantee's policy of maintaining a drug-free workplace;
- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:

- (a) Abide by the terms of the statement; and
- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(5) Notifying the NRCS in writing, within ten calendar days after receiving notice under paragraph (4) (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted:

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The sponsors may provide a list of the site(s) for the performance or work done in connection with a specific project or other agreement.

C. Agencies shall keep the original of all disclosure reports in the official files of the agency.

19. Certification Regarding Lobbying (7 CFR Part 3018).
(applicable if this agreement exceeds \$100,000).

A. The sponsors certify to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

20. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions (7 CFR Part 3017).

A. The sponsors certify to the best of their knowledge and belief, that they and their principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause of default.

B. Where the primary sponsors are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

21. Clean Air and Water Certification.

(Applicable if this agreement exceeds \$100,000, or a facility to be used has been subject of a conviction under the Clean Air Act (42 U.S.C. Section 7413(c)) or the Federal Water Pollution Control Act (33 U.S.C. Section 1319(c) and is listed by EPA, or is not otherwise exempt).

A. The project sponsoring organizations signatory to this agreement certify as follows:

- (1) Any facility to be utilized in the performance of this proposed agreement is (____), is not (x) listed on the Environmental Protection Agency List of Violating Facilities.
- (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.

B. The project sponsoring organization(s) signatory to this agreement agrees as follows:

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement.

C. The terms used in this clause have the following meanings:

- (1) The term “Air Act” means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term “Water Act” means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).

- (3) The term “clean air standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term “clean water standards” means any enforceable limitation, control condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
- (5) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

22. Assurances and Compliance

As a condition of the grant of cooperative agreement, the sponsor assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as a specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 C.F.R. Parts 3015, 3016, 3017, 3018, 3021, 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 C.F.R. Parts 3015, 3017, 3018, 3019, 3021, and 3052.

23. Examination of Records.

The sponsors must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

24. Signatures

Sponsors being Removed:

Sequoyah County Conservation District

PO Box 1522

Sallisaw, OK 74955

Address

BY _____

Title _____

Date _____

The signing of being removed from this supplemental watershed agreement was authorized by a resolution of the governing body of the Sequoyah County Conservation District adopted at a meeting held on _____ (Date).

Secretary

Address

Cherokee County Conservation District

1009 S. Muskogee Avenue

Tahlequah, OK 74464

Address

BY _____

Title _____

Date _____

The signing of being removed from this supplemental watershed agreement was authorized by a resolution of the governing body of the Cherokee County Conservation District adopted at a meeting held on _____ (Date).

Secretary

Address

City of Sallisaw

P.O. Box 525

Sallisaw, OK 74955

Address

BY _____

Title _____

Date _____

The signing of being removed from this supplemental watershed agreement was authorized by a resolution of the governing body of the City of Sallisaw adopted at a meeting held on _____ (Date).

Secretary

Address

City of Stilwell

BY _____

503 W. Division
Stilwell, OK 74960
Address

Title

Date

The signing of being removed from this supplemental watershed agreement was authorized by a resolution of the governing body of the City of Stilwell adopted at a meeting held on (Date).

Secretary Address

Stilwell Area Development Authority

BY

503 W. Division
Stilwell, OK 74960
Address

Title

Date

The signing of being removed from this supplemental watershed agreement was authorized by a resolution of the governing body of the Stilwell Area Development Authority adopted at a meeting held on (Date).

Secretary Address

Sponsor:

Adair County Conservation District

BY

Rt. 1, Box 333
468670 Hwy 100
Stilwell, OK 74960-9710
Address

Title

Date

The signing of this supplemental watershed agreement was authorized by a resolution of the governing body of the Adair County Conservation District adopted at a meeting held on (Date).

Secretary Address

**Natural Resources Conservation Service
United States Department of Agriculture**

BY
Jeanne Jasper

100 USDA, Suite 206
Stillwater, OK 74074
Address

Title: State Conservationist

Date

AGENDA ITEM COMMENTARY

Meeting Date: November 12, 2024
Board: Board of City Commissioners
Subject: OkMRF

ITEM TITLE: Discussion and possible action on Ordinance 2024-07; AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED BENEFIT PLAN FOR THE CITY OF SALLISAW, OKLAHOMA BY ADOPTING A REVISED AND RESTATED RETIREMENT PLAN; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF SALLISAW, OKLAHOMA; PROVIDING FOR PURPOSE AND ORGANIZATION; PROVIDING FOR DEFINITIONS; PROVIDING FOR ELIGIBILITY AND PARTICIPATION; PROVIDING FOR NON-ALIENATION OF BENEFITS; PROVIDING FOR EMPLOYER AND EMPLOYEE CONTRIBUTIONS; PROVIDING FOR ACCOUNTING, ALLOCATION, AND VALUATION; PROVIDING BENEFITS; PROVIDING FOR REQUIRED NOTICE; PROVIDING FOR AMENDMENTS AND TERMINATION; PROVIDING FOR TRANSFER TO AND FROM OTHER PLANS; CREATING A RETIREMENT COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF RETIREMENT COMMITTEE; PROVIDING FOR PAYMENT OF CERTAIN OBLIGATIONS; PROVIDING FOR DURATION AND PAYMENT OF EXPENSES; PROVIDING FOR EFFECTIVE DATE; PROVIDING FOR VESTING SCHEDULES; PROVIDING FOR A FUND TO FINANCE THE SYSTEM TO BE POOLED WITH OTHER INCORPORATED CITIES, TOWNS AND THEIR AGENCIES AND INSTRUMENTALITIES FOR PURPOSES OF ADMINISTRATION, MANAGEMENT, AND INVESTMENT AS PART OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND; PROVIDING FOR PAYMENT OF ALL CONTRIBUTIONS UNDER THE SYSTEM TO THE OKLAHOMA MUNICIPAL RETIREMENT FUND FOR MANAGEMENT AND INVESTMENT; PROVIDING FOR REPEALER AND SEVERABILITY; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE.

INITIATOR: OkMRF

STAFF INFORMATION SOURCE: OkMRF

BACKGROUND: The Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Master Plan and Joinder Agreement has recently been updated and approved by the Internal Revenue Service. The IRS requires members to formally adopt this new plan language as well. The detailed changes are included in the attachments. These changes will be effective 1/1/2025.

EXHIBITS:

1. Ordinance 2024-07
2. DB Sallisaw Ord Joinder (2025-01-01)
3. DB Memo Summary of Material Changes (Master Plan and Joinder)

KEY ISSUES: IRS requires approval prior to implementation.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Ordinance 2024-07.

ORDINANCE NO. 2024-07

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Sallisaw, 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 Sallisaw, 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 Sallisaw, 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 Sallisaw, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

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

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

END

The undersigned hereby certifies that the foregoing Ordinance was introduced before the City Council of the City of Sallisaw 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 Sallisaw

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on November 6, 2024.



CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT**

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

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

1. Dates.

- ☐ This instrument is a new Plan effective ____ (the “Effective Date”) [such date may not be earlier than the first day of the Plan Year in which it is executed].
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally July 2, 1980. The effective date of this Joinder Agreement is January 1, 2025 (the “Effective Date”) [such date may not be prior to the first day of the Plan Year of the date of adoption], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

- ☒ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors or volunteer firefighters. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
 - ☐ Assistant City Manager
 - ☐ Department Head or Department Manager
 - ☐ General Counsel or Municipal Attorney
 - ☐ Chief of Police
 - ☐ Fire Chief
 - ☐ Finance Director or Chief Financial Officer
 - ☐ Municipal Judge
- ☒ City Manager, Municipal Judge or Municipal Attorney on or after May 4, 2015 (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word “Employee” shall **not** include:

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

3. Eligibility.

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

- ☐ month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ On the Employee's Employment Commencement Date.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

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

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:

- ☒ sixty (60) consecutive months.
- ☐ thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- ☒ **Mandatory Contribution Option.** A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:

- ☒ **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 **July 1, 1986** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- ☐ **Non-Contributory Option.** Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- ☒ Sixty (60) monthly payments.
- ☐ 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.

- ☒ Plan AAA - 3% for Employees hired before November 1, 2014, with no maximum years of credited service
- ☐ Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
- ☒ Plan AA 2.625% for Employees hired on or after November 1, 2014
- ☐ Plan BB 2.25% ☐ Plan CC 1.875%
- ☐ Plan A 1.50% ☐ Plan B 1.125% ☐ Plan C .75%

C. Normal Retirement Age. Normal retirement age shall be:

- ☒ age 65 with completion of five (5) Years of Service for persons hired on or after November 1, 2014
- ☐ The earlier of (i) and (ii) as follows:
- (i) age 65 with completion of five (5) Years of Service
- (ii) the later of (a) or (b), where (a) and (b) are as follows:
- (a) ☐ age 62 ☐ _____
- (b) ☐ the age at which the Participant has completed 30 Years of Service.
- ☐ the age at which the Participant has completed _____ Years of Service

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

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

☒ **Modified Rule of 80 for persons hired before November 1, 2014**

The earlier of (i) and (ii) as follows:

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

Examples:

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

[Note: The Normal Retirement Age of an employer's plan must comply with the final NRA regulations under Treas. Reg § 1.401(a)-1(b) applicable to governmental pension plans effective for employees hired during plan years beginning on or after the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register.]

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- ☒ Ten Year Cliff Vesting Schedule
- ☐ Seven Year Cliff Vesting Schedule
- ☐ Five Year Cliff Vesting Schedule

E. Service Credit Prior to Effective Date. The Employer hereby elects to include the following limitation of service prior to the effective date.

- ☒ No limitation
 - ☒ For all purposes under the Plan
 - ☐ With respect to Service for purposes of vesting and attainment of Normal Retirement Age
- ☐ Service credit prior to the effective date shall not exceed years
 - ☐ For all purposes under the Plan
 - ☐ With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects

- ☐ No service buyback pursuant to Section 10.10 of the Plan
- ☒ The service buyback provisions of Section 10.10 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- ☒ 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. Additional Service Credit. Notwithstanding anything to the contrary herein or in the Oklahoma Municipal Retirement Fund Master Defined Benefit Plan, "Service" as defined in Section 2.1(mm) of the Plan shall include the following: (7) Uniformed Service. Effective January 1, 2001, service for benefit purposes (and not for vesting purposes) shall include the last continuous period of service in the uniformed services, provided that: (i) the Participant must make a written application to the Committee requesting such credit and providing written proof of such service; (ii) the amount of service that will be credited under this Subsection (7) shall not exceed two years; and (iii) such service in the uniformed services has not already been included in another retirement plan of a Municipality that participates in the Oklahoma Municipal Retirement Fund. Partial years

of service shall not be credited under this Subsection (7); provided, however, effective November 1, 2013, partial years of service shall be credited under this Subsection (7). For purposes of this Subsection (7), "service in the uniformed services" shall mean full time active duty in the United States Army, Navy, Air Force, Marines or Coast Guard. Provided, however, notwithstanding anything to the contrary herein, service under this provision shall only be included for purposes of this Plan and not for purposes of any other retirement plan of a Municipality that participates in the Oklahoma Municipal Retirement Fund.

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2011**.

- a. ☐ The Participant contribution formula in Section 3.3 of the Plan shall use the following percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.00%

Plan AA - 5.25% Plan BB - 4.50% Plan CC - 3.75%

Plan A – 3.00% Plan B - 2.25% Plan C - 1.50%

- b. ☒ The contribution formula shall be **7.00%** [insert number between 0 and twelve] of compensation.

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

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

9. Cost-of-Living Option.

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

- ☒ No Cost-of-Living Option.

- ☐ Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.2 (Early Pension), 5.3 (Disability Pension), 5.4 (Deferred Vested Pension), 6.2 (Death Prior to Commencement of Pension), 6.3(a) and 6.3(b) (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases or decreases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be , the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

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

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

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

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

11. Limitations on Optional Benefit Forms.

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

- ☒ Optional benefit forms under Section 7.2 of the Plan will not be permitted.

- ☐ Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by a Participant, subject to the following limitation(s):

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

☒ Not applicable.

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

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

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

IN WITNESS WHEREOF the City of Sallisaw 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 Sallisaw

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

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

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

MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

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

DATE: February 21, 2023

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

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

A. Master Defined Benefit Plan

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2.1(b)	Definition of Actuarial Equivalent	1983 GAM 83 Mortality Table and Appendix actuarial tables	Pub-2010 Public Retirement Plans Mortality Table and 7.25% interest rate, effective for annuities starting after effective date
2.1(c)	Definition of Aggregate Contributions	Definition of Adjustment Factor	Deletes definition of Adjustment Factor and substitutes definition of Aggregate Contributions
2.1(m)	Definition of Contribution Accumulation	References rate determined by Trustees	Clarified definition to refer to employer contributions pursuant to Section 3.6 of MP and Section 12 of JA; clarifies interest rate as rate earned by the Fund
2.1(n)	Definition of DC Employer Contribution	None	Adds specific definition to relate to the Defined Contribution Option described in new Section 3.6 of MP
2.1(x)	Definition of Hour of Service	None	Adds specific definition
2.1(ll)	Definition of Retirement	Participant must satisfy requirements for a Pension	Adds that participant must also attain age for Early Pension

2.1(oo)	Definition of Spouse	Lengthy and wordy definition that follows US Supreme Court decision	Simplified to refer to federal tax law
2.1(mm)(6)	Definition of Service	For participant 100% vested in another Municipality's plan, include prior service	Clarified that prior service counts regardless of Break in Service
3.3	Contributions by Participants	Allows employees an ongoing ability to elect to participate in the plan	Deletes ongoing ability to elect to participate. Employee must elect to participate upon eligibility
3.6	Defined Contribution Option	Brief provision in Item #12 of JA	Full description of Defined Contribution Option which can be elected by employer in #12 of JA
4.1	Normal Pension	Participant eligible for Normal Pension	Participant's Normal Pension is non-forfeitable upon attainment of Normal Retirement Age
4.2	Early Pension	Doesn't address rehired employees	Early Pension not suspended for retired employee in ineligible classification
4.3	Disability Pension	Participant is disqualified if due to injury in military service and obtains a veteran's disability pension	Eliminates the exclusion. Makes clear that Normal Pension will recommence upon reaching Normal Retirement Age
6.1	Severance Benefit	Upon termination prior to retirement, participant can elect to receive Severance Benefit, or if after participant met the requirements for Deferred Vested Pension	Upon termination, participant can elect to receive Severance Benefit, or after Normal, Early, Disability or Deferred Vested Pension, he receives his pension unless he elects return of Aggregate Contributions
6.4(a)(1)	Spouse's Pension; In-Service Death	Eligibility requirement includes participant had not retired or begun pension	Deleted that requirement
6.8	Defined Contribution Option	None. Brief language in Joinder Agreement	New full description of Defined Contribution Option
7.1	Joint and Survivor Options	Includes description of reduction for contingent pensioner	Changes references from "contingent pensioner" to "survivor pensioner." Deletes description of reduction
7.2	Other Forms of Payment	Option D – Insured annuity & Option E – Periodic Installments	Changed to Convert Defined Contribution Option to Pension
			New Option F – Partial Lump Sum
		Calculations based on actuarial tables in Appendix I and interest rate of 7 ½%	Deletes reference to Appendix and rate

		Includes references to distribution notice time periods	Deleted – not necessary
7.3	Restrictions on Optional Forms	Describes when election of Optional Form can occur	Deletes reference that Participant can elect an option without approval of Authorized Agent within six months of plan by employer
		Election becomes operative if no contingent pensioner is surviving upon participant's death	Change to surviving upon the date payments are to commence after participant's retirement
7.6	Rollover to Another Plan or IRA	Definitions of Eligible Rollover Distribution, Eligible Retirement Plan and Distributee	Updates definitions for IRS requirements
8.3	Notice of Transfers	Notice of transfer must be given immediately after transfer	Deletes reference to "immediately"
9.5	Benefits Payable to Incompetents	Committee has discretion to make payments due to incompetents or minors to parent, spouse, relative or legal representative	Deletes Committee discretion. Payments will be made to power of attorney or court appointed legal guardian
10.6	IRS Limit on Benefits (§415) – Year of Service	Fractional credit for Year of Service	Deleted
10.7	Participant Limitation – Defined Contribution Option	Section 415 limitation on contributions to Defined Contribution Option	Includes additional IRS required language
10.8	Re-employment of Former Employees	Reemployed participant receives credit for prior period if no distribution	Participant will receive service after satisfying vesting requirement. If a Break in Service occurs and employer has established a new hire retirement plan, participant is enrolled in new hire retirement plan
10.9(a)	Re-employment of Retired Participants – Deferred Vested Participants	After retired employee's termination, pension will be based on compensation and service during rehire but if formula is reduced during absence, pension shall be based on prior and subsequent compensation and service	Simplifies to say pension will be based on Average Monthly Compensation and Service
12.3	Authority of Volume Submitter Practitioner	Describes adopting employer reliance and Practitioner's ability to adopt standard interim amendments	Updates language for IRS current requirements

13.2	Liquidation of Fund	Describes order of liquidation upon termination of plan	Clarifies that Contribution Accumulation is first, Aggregate Contributions second
14.9	Incorporation of Trust Agreement	Incorporates provisions of Trust	Adds IRS required language that the provisions of Plan override any conflicting provisions of the Trust or custodial documents
Signature Page		Practitioner information	Deleted
Appendix I		Actuarial factors	Deleted

B. Joinder Agreement

<u>Sec.</u>	<u>Feature</u>	<u>Current Version</u>	<u>Newly-Approved Version</u>
2	Definition of Employee	Contains exclusions and provides a fill in option	Excludes volunteer firefighters. Adds definitely determinable restriction to fill in option
7c	Normal Retirement Age	Two alternatives: (i) age 65, or (ii) earlier of age 65 or the later of age 62 or 30 years of service	Adds 5 years of service requirement to age 65 option; adds fill in for age and service of second option. IRS requested caveat that definition must comply with IRS final regulations when issued
9	Cost of Living Option (COLA)	Addresses COLA increases	Adds possibility of COLA decreases
11	Limitation on Optional Benefit Forms	Lists the optional forms of benefit and allows Retirement Committee discretion	Cross references to Master Plan and deletes discretion
12	Defined Contribution Option	Very brief description of Defined Contribution Option	Cross references to a full provision in the Master Plan
Sig. page	Reliance on Sponsor Opinion Letter	None	Includes new IRS required language describing ability of adopting employers to rely on IRS approval of plan document

AGENDA ITEM COMMENTARY

Meeting Date: November 12, 2024
Board: Board of City Commissioners
Subject: Add'l Materials

ITEM TITLE: Discussion and possible action on Purchase Order No. 102823, issued to Lattimore Welding, which was \$5,370.00 above the previously approved amount for weir replacement at the Sallisaw Wastewater Treatment Plant

INITIATOR: Superintendent - WWTP
Purchasing Agent

STAFF INFORMATION SOURCE: Lattimore Welding

BACKGROUND: After repairs were in progress, it was found that the stainless steel angle iron along with bolts to mount the flush plate to the weir plates were not ordered. These have been ordered and are expected to be delivered 11/4. This will allow Lattimore Welding to complete the project.

EXHIBITS: 1. 20241104153735

KEY ISSUES: Materials are needed to complete the replacement of weirs on the small clarifier at the WWTP.

FUNDING SOURCE: Reserve for Future Improvements

RECOMMENDATION: Acknowledge additional amount due for Purchase Order No. 102823 issued to Lattimore Welding.



Quote # 2212408

Initial Estimate Date: 08/27/2024

Revised Date: 10/28/2024

-Customer-

City of Sallisaw

Lattimore Welding, LLC

105869 S. 4680 RD

Sallisaw, Oklahoma 74955

Lattwelds@Gmail.com

-Job description-

Wastewater Treatment plant

- C.J. Eppler

Removal / Rebuild

Includes: This estimate is to remove the existing rusted metal weirs on the 230' concrete tank and replace with stainless steel weirs, washers, and bolts.
Purchase & installation of Anchor epoxy is required and included on this estimate.
- (Epoxy required to set anchor bolts)
All stainless material has been purchased prior to this estimate and is expected to be onsite at the time of installation.

Revised 10/24/24

Stainless steel for the weirs and the flush plate are on site. However, the stainless steel angle iron along with the bolts to mount the flush plate to the weir plates were never purchased.

This requires the purchase of 80' of 6"x6" stainless angle.

The purchase of 315 stainless 1/2"x2" bolts with washers and nuts.

NOTE: At this time, removal of the old steel weirs and flush plate have been completed. The new weir plates have been installed minus the weld on seam plates and the concrete sealer.

All stainless angle and bolts have been ordered with expectation to be onsite no sooner than November 4th 2024.

Initial Construction Total W/carbon steel

\$22,250.00

Revised Construction Total W/Stainless Steel

\$27,620.00

*Change Order
+ \$ 5,370.00
Needs Approval*

Note: All materials will be installed as they come. There will NOT be an exterior finish applied unless requested by the owner. Construction will begin at the soonest date possible. We require 50% down at the beginning as an act of good faith and to purchase material. Unfortunately, we cannot control the weather. If weather turns bad, the start and finish date may be pushed back. Once the quote has been approved and signed, your job will be scheduled. Any changes to design and or finish after approval of the quote may result in additional charges.

Quote Approval

Quote will be honored up to 30 days from the time it is presented. After 30 days, the job will have to be rebid, and signed again. Lattimore Welding reserves the right to cancel this contract at any point.

I understand that by signing this contract I am in agreement of the terms and conditions
and will pay in full upon completion of the contract.

Signature: _____ **Date:** _____

AGENDA ITEM COMMENTARY

Meeting Date: November 12, 2024
Board: Board of City Commissioners
Subject: Temporary Municipal Judge

ITEM TITLE: Possible action on Municipal Court Judge Agreement for temporary Municipal Judge position

INITIATOR: Captain

STAFF INFORMATION SOURCE: Captain
City Attorney

BACKGROUND: The agreement will be presented at the time of the meeting.

EXHIBITS:

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of Agreement.

ADMINISTRATIVE REPORTS

Meeting Date:	November 12, 2024
Board:	Board of City Commissioners
Subject:	

Upcoming Events

- **December 9th-Regular Meeting**
- **January 13th-Regular Meeting**

City Manager Reports

- **AMI Water Meters-Materials still outstanding.**
- **Electric AMI Meters are not scheduled to be available until March 2025.**
- **Drake/Lenington Water Loop (OWRB Grant)-Construction underway. Making good progress.**
- **S Cedar Electric-Kiowa Line Builders has pulled the wire. Project almost complete.**
- **Received a response on the AJD from Corp of Engineers for the Landfill Expansion and still in discussions with Jodie on the next steps to move forward.**
- **Country Club Lift Station-getting ready to bid.**
- **Storm Sirens are ready for installation. Had to complete electric line on S Cedar before installing new siren at this location.**
- **PDG has layout and conceptual grading completed for soccer fields and have engaged a civil engineer for the parking lot design and any drainage items.**
- **Landfill Cell 8A- Waiting for the last permability test to pass, then installation of clay liner will begin. It is currently filled with water from the current rains. After the liner is installed, the remainder of the project will include the leachate line and sand. Expected completion time to be end of year, weather permitting.**

Finance Reports

- **Financial Auditors are working on FY24 Audit.**
- **Jana Walker's firm was on site last week working on FY24 audit.**

City Projects

- **LED Sign will be picked up this week and planning to be installed at the end of next week, weather permitting. Ran into some programming issues that caused a delay.**

Other

- **VA Center has 2 wings complete for viewing-arrangements can be made for a couple of tours if interested. Ribbon cutting expected to be mid-February.**