

**BOARD OF CITY COMMISSIONERS
REGULAR MEETING**

May 11, 2026

6:00 P.M.

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

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. Pledge of Allegiance**
- 4. Discussion and possible action on Ordinance 2026-09; *An Ordinance Adopting An Employee Retirement System, Defined Contribution Plan For City Manager For The City Of Sallisaw, Oklahoma; 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 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 Committee And Providing For Powers, Duties, And Rights Of 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 Non-Alienation Of Benefits; Adopting Those Amendments Mandated By The Internal Revenue Code; Providing For Repealer And Severability

- 5. Discussion and possible action on removal of any item from the consent agenda**
- 6. Consent agenda**
 - (a) Possible action on minutes of regular meeting of April 13, 2026
 - (b) Possible action on Invoice Paid Report for April 2026
 - (c) Possible action on City Manager Contract for a three (3) year period from July 1, 2026, to June 30, 2029
- 7. Discussion and possible action on any item removed from the consent agenda**
- 8. Discussion and possible action on Resolution 2026-05; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements***
- 9. Discussion and possible action on Purchase Order No. 108788, issued to Cullum Equipment Services, Inc. of Sallisaw, Oklahoma, in the amount of \$70,000.00 for the demolition and clean-up of the buildings at 111 N. Elm (old council chambers, civic center, former city hall/police dept offices)**
- 10. Discussion and possible action on Purchase Order No. 108797, issued to Motorola Solutions, in the amount of \$63,500.75 for the 2nd year payment for the multiple in-car camera systems and body-worn cameras for the Police Department**
- 11. Discussion and possible action on Planning Commission Case No. PC2026-003; plat presentation of Jedic Estates by Rich Looper Construction, LLC**
- 12. Discussion and possible action on Planning Commission Case No. PC2026-004; rezoning request from Agricultural District (A-1) to One-Family Residence District (R-1) by Rich Looper Construction, LLC, and Ordinance 2026-10; *An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency***
- 13. Discussion and possible action on Administrative Policy No. 1.020.00, Open Records Act Policy**

14. Receive update on current and future projects

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

16. Administrative reports

17. Adjourn

Posted: MAY 7, 2026

Time: 5:30 P.M.

KIM JAMISON

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: CMO PLAN

ITEM TITLE: Discussion and possible action on Ordinance 2026-09; *An Ordinance Adopting An Employee Retirement System, **Defined Contribution Plan For City Manager For The City Of Sallisaw, Oklahoma**; 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 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 Committee And Providing For Powers, Duties, And Rights Of 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 Non-Alienation Of Benefits; Adopting Those Amendments Mandated By The Internal Revenue Code; Providing For Repealer And Severability*

INITIATOR: CITY MANAGER

STAFF INFORMATION SOURCE: CITY MANAGER

BACKGROUND: This is a City Manager Only retirement plan through OkMRF for the position of City Manager. Contributions are based on negotiated contract terms. City Manager will continue to participate in the DB plan.

- EXHIBITS:**
1. ORDINANCE 2026-09 (CMO)
 2. Joinder
 3. DC Master Plan (2021-12-17) w. CARES Act (2024)

KEY ISSUES:

FUNDING SOURCE:

RECOMMENDATION: Approval of Ordinance 2026-09 with Exhibit A Master Defined Contribution Plan Joinder Agreement.

ORDINANCE NO. 2026-09

AN ORDINANCE ADOPTING AN EMPLOYEE RETIREMENT SYSTEM, **DEFINED CONTRIBUTION PLAN FOR CITY MANAGER FOR THE CITY OF SALLISAW, OKLAHOMA**; 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 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 COMMITTEE AND PROVIDING FOR POWERS, DUTIES, AND RIGHTS OF 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 NON-ALIENATION OF BENEFITS; ADOPTING THOSE AMENDMENTS MANDATED BY THE INTERNAL REVENUE CODE; PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW:

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 August 1, 2026, the funded Plan designated "Employee Retirement System of City of Sallisaw, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (Defined Contribution Master Plan) and attached hereto as part hereof.

Section 2. ADMINISTRATION. For the purpose of administration the System there is hereby established a Committee, which shall be the members of the City Council of City of Sallisaw, Oklahoma, as now existing or as from time to time duly elected or appointed and constituted. The powers and duties of the Committee shall be as set forth in the System instrument attached hereto as Exhibit "B".

Section 3. 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 4. 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 Contribution Plan. Any appropriation so made to maintain the System and Fund shall be for deferred wages or salaries, and for the payment of necessary expenses of operation and administration to be transferred to the trustees of the Oklahoma Municipal Retirement Fund for such purposes and shall be paid into the Fund when available, to be duly transferred to the Oklahoma Municipal Retirement Fund.

Section 5. 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 6. 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 7. 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 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 _____
Marley Abell, MAYOR

ATTEST:

Kim Jamison, CITY CLERK

Approved as to form and legality on _____, _____.

Jordan Pace, CITY ATTORNEY

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

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

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

1. Dates.

- This instrument is a new Plan effective August 1, 2026 (“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 effective __. The effective date of this Joinder Agreement is __ (“Effective Date”) [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

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

The word “Employee” shall not include:

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

3. Entry Date.

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

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

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

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

No exclusions.

Overtime pay.

Bonuses.

Commissions.

Longevity pay.

Severance pay.

Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.

Accrued vacation or sick leave paid upon termination of employment and moving expenses.

Other: [must be definitely determinable]

5. Plan Design.

The Employer hereby elects the following Plan design:

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

Thrift Plan Option.

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

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

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

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

Variable Option.

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

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

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

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

- 401(k) Option.**
(This Option available only if elected prior to May 1, 1986)
 - Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than 6% of their Compensation for each election period.
 - Section 4.8(d) of the Plan (“Roth Elective Deferrals”) shall apply to contributions after (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
 - Matching Contribution Option.** The Employer shall contribute to the Fund an amount equal to % of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to % of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
 - No Employer Contribution Option.**
- 6. Other Participant Contribution Options.**
- Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
 - A Participant may not withdraw Voluntary Nondeductible Contributions.
 - Participants shall not contribute to the Plan.**
- 7. Self-Directed Investments.**
- Are permitted.**
 - Are not permitted.
- 8. Allocation of Forfeitures Available.**
- Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:
- Shall be added to Employer contribution under such Option for the calendar quarter following the Participant's Break in Service.
 - Shall reduce the Employer contribution under such Option for the current or next following Plan Year.**
- 9. Service for Worker's Compensation Period.**
- If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant
- shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.**
 - shall not be credited with Service for such period.

10. Vesting.

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

Option A

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

Option B

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

Option C

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

Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

Option E

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

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

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

Option F

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

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

11. Participant Loans.

- Participant loans shall be offered pursuant to Section 6.13 of the Plan.
- Participant loans shall not be offered.**

12. Direct Transfer to Other Retirement Plan.

- Direct transfer of a Participant’s accounts to another defined contribution plan sponsored by the Employer is not permitted.**
- The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the “Other Retirement Plan”), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

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

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

IN WITNESS WHEREOF the City of 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: _____

Title: _____

Attest:

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

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

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

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN**

TABLE OF CONTENTS

	Page
ARTICLE I. PURPOSE AND ORGANIZATION	I-I
1.1 Purpose.....	I-I
1.2 Parties.....	I-I
1.3 Exclusive Benefit.....	I-I
ARTICLE II. DEFINITIONS AND CONSTRUCTION	II-1
2.1 Definitions.....	II-1
(a) Account	II-1
(b) Adjustment Factor	II-1
(c) Amount(s) Forfeited	II-1
(d) Authorized Agent	II-1
(e) Authorized Leave of Absence	II-1
(f) Beneficiary	II-1
(g) Break in Service	II-1
(h) Catch-Up Contributions	II-2
(i) Catch-Up Contribution Account	II-2
(j) City Council.....	II-2
(k) Code.....	II-2
(l) Committee.....	II-2
(m) Compensation.....	II-2
(n) Deductible Participant Contribution	II-3
(o) Deferred Compensation Contributions.....	II-3
(p) Disability	II-3
(q) Effective Date	II-3
(r) Employee.....	II-3
(s) Employer.....	II-3
(t) Employment Commencement Date.....	II-3
(u) Entry Date.....	II-3
(v) Forfeiture.....	II-3
(w) Fund	II-3
(x) Investment Manager.....	II-3
(y) Investment Options.....	II-3
(z) Joinder Agreement.....	II-3
(aa) Leased Employee.....	II-4
(bb) Limitation Year.....	II-4
(cc) Loan Account	II-4
(dd) Mandatory Contributions	II-4
(ee) Municipality.....	II-4

(ff)	Municipality Contribution Account.....	II-4
(gg)	Normal Retirement Date	II-4
(hh)	Oklahoma Municipal Retirement Fund.....	II-4
(ii)	Participant	II-5
(jj)	Participant Contribution Accounts.....	II-5
(kk)	Participant Deductible Contribution Account.....	II-5
(ll)	Participant Deferred Compensation Contribution Account.....	II-5
(mm)	Participant Mandatory Contribution Account	II-5
(nn)	Participant Nondeductible Contribution Account.....	II-5
(oo)	Participant Rollover Account	II-5
(pp)	Participant Roth Contribution Account.....	II-5
(qq)	Participation	II-5
(rr)	Period(s) of Service or Service	II-5
(ss)	Pick-Up Contributions.....	II-6
(tt)	Pick-Up Contributions Account	II-6
(uu)	Plan.....	II-6
(vv)	Plan Administrator	II-6
(ww)	Plan Year	II-6
(xx)	Previous Plan.....	II-7
(yy)	Retirement	II-7
(zz)	Roth Contributions	II-7
(aaa)	Trust Service Provider	II-7
(bbb)	Trustee	II-7
(ccc)	Valuation Date.....	II-7
(ddd)	Valuation Period	II-7
2.2	Construction.....	II-7
ARTICLE III. ELIGIBILITY AND PARTICIPATION.....		III-1
3.1	Eligibility	III-1
3.2	Entry Date	III-1
3.3	Re-employment of Former Participants.....	III-1
3.4	Re-employment of Retired or Fully Vested Participants.....	III-1
ARTICLE IV. CONTRIBUTIONS.....		IV-1
4.1	Contributions by Employer.....	IV-1
4.2	Required Participant Contributions.....	IV-1
4.3	Mandatory Contributions.....	IV-1
4.4	Voluntary Nondeductible Contributions by Participants.....	IV-1
4.5	Change of Rate of Voluntary Nondeductible Contributions by Participant	IV-1
4.6	Participant Contributions Nonforfeitable.....	IV-2
4.7	Pick-Up Contributions	IV-2
4.8	Deferred Compensation Contributions	IV-2
ARTICLE V. ACCOUNTING, ALLOCATION AND VALUATION		V-1
5.1	Accounts	V-1
5.2	Eligibility for Allocation.....	V-1

5.3	Allocation of Contribution.....	V-1
5.4	Allocation of Amounts Forfeited.....	V-1
5.5	Value of Account.....	V-1
5.6	Allocation of Investment Earnings and Losses.....	V-1
5.7	Accounting for Participants' Contributions.....	V-1
5.8	Accounting for Statement of Account.....	V-1
5.9	Time of Adjustment.....	V-2
5.10	Special Valuation Date.....	V-2
5.11	Limitation on Allocation of Employer Contributions.....	V-2
5.12	Investment Options.....	V-5
ARTICLE VI. BENEFITS.....		VI-1
6.1	Retirement or Disability.....	VI-1
6.2	Deferred Retirement.....	VI-1
6.3	Death of a Participant.....	VI-1
6.4	Termination for Other Reasons - Vested Percentage.....	VI-1
6.5	Initial Distribution Date.....	VI-1
6.6	Determination of Amounts Forfeited.....	VI-1
6.7	Participant Contribution Accounts.....	VI-1
6.8	Withdrawals from Participant's Contribution Accounts.....	VI-2
6.9	Withdrawals from Participant's Mandatory Contribution Account.....	VI-3
6.10	Methods of Distribution.....	VI-3
6.11	Designation of Beneficiary.....	VI-3
6.12	Payments Under a Qualified Domestic Relations Order.....	VI-4
6.13	Loans to Participants.....	VI-5
6.14	Required Minimum Distributions.....	VI-7
6.15	Withdrawals from Participant Rollover Account.....	VI-10
ARTICLE VII. NOTICES.....		VII-1
7.1	Notice to Oklahoma Municipal Retirement Fund.....	VII-1
7.2	Subsequent Notices.....	VII-1
7.3	Copy of Notice.....	VII-1
7.4	Reliance Upon Notice.....	VII-1
ARTICLE VIII. AMENDMENT AND TERMINATION.....		VIII-1
8.1	Termination of Plan.....	VIII-1
8.2	Suspension and Discontinuance of Contributions.....	VIII-1
8.3	Liquidation of Trust Fund.....	VIII-1
8.4	Amendments.....	VIII-1
8.5	Provider's Power to Amend for Adopting Employers.....	VIII-2
ARTICLE IX. EMPLOYMENT TRANSFERS.....		IX-1
9.1	Transfers from This Plan.....	IX-1
9.2	Transfers to This Plan.....	IX-1
9.3	Notice of Transfers.....	IX-2
9.4	Transfer from Other Qualified Plans.....	IX-2

9.5	Rollover Contributions.....	IX-2
9.6	Transfer to Other Qualified Plans	IX-3
9.7	Rollover to Another Plan or IRA	IX-3
9.8	Requirements for Rollover by Individuals.....	IX-4
9.9	Transfers From Another Qualified Plan	IX-5
9.10	Procedures.....	IX-5
ARTICLE X. ADMINISTRATION.....		X-1
10.1	Administration	X-1
10.2	Bonds	X-3
10.3	Benefit Payments	X-4
10.4	Abandonment of Benefits	X-4
10.5	Benefits Payable to Incompetents.....	X-4
ARTICLE XI. GENERAL.....		XI-1
11.1	USERRA.....	XI-1
11.2	Not Contract Between Employer and Participant.....	XI-1
11.3	Payment of Fees.....	XI-1
11.4	Governing Law	XI-1
11.5	Counterpart Execution	XI-1
11.6	Severability	XI-1
11.7	Spendthrift Provisions.....	XI-1
11.8	Maximum Duration.....	XI-2
11.9	Number and Gender.....	XI-2
11.10	Compensation and Expenses of Administration.....	XI-2
11.11	Supercession of Inconsistent Provisions.....	XI-2
11.12	Mistake of Fact	XI-2
11.13	Written Notices	XI-3

ARTICLE I.
Purpose and Organization

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

The design type of this Plan is a profit sharing plan. To the extent this Plan is a governmental retiree benefit plan under Section 401(a)(24) of the Code, and prior to the termination of the Plan and satisfaction of all liabilities of the Plan, no part of the corpus or income of the Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Plan participants and their beneficiaries.

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

1.3 **Exclusive Benefit:** This Plan and the separate related Fund forming a part hereof are established and shall be maintained for the exclusive benefit of the eligible Employees of the Employer and their beneficiaries. Except as provided under Section 11.12, the Employer does not have any beneficial interest in any asset of the Fund and no part of any asset in the Fund may ever revert to or be repaid to the Employer, either directly or indirectly; nor, prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, may any part of the corpus or income of the Fund, or any asset of the Fund, be (at any time) used for, or diverted to, purposes other than the exclusive benefit of the Participants or their Beneficiaries and for defraying reasonable expenses of administering the Plan.

ARTICLE II.
Definitions and Construction

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

(a) **Account:** One or more of several records maintained to record the interest in the Plan of each Participant and Beneficiary, and shall include any or all, where appropriate, of the following: (i) Municipality Contribution Account, (ii) Participant Deductible Contribution Account, (iii) Participant Deferred Compensation Contribution Account, (iv) Participant Mandatory Contribution Account, (v) Participant Nondeductible Contribution Account, (vi) Participant Roth Contribution Account, (vii) Pick-Up Contribution Account, (viii) Participant Rollover Account, (ix) Catch-Up Contribution Account, and (x) Loan Account.

(b) **Adjustment Factor:** The cost of living adjustment factor prescribed by the Secretary of the Treasury under Section 415(d) of the Code for years beginning after December 31, 1987, as applied to such items and in such manner as the Secretary shall provide.

(c) **Amount(s) Forfeited:** That portion of a terminated Participant's Municipality Contribution Account to which such Participant is not entitled because of insufficient Service.

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

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

(f) **Beneficiary:** Any person or entity designated or deemed designated by a Participant as provided in Section 6.11 hereof.

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

For determining the amounts to be forfeited from a Participant's account under Section 6.6, any periods of employment with the Employer during which the Participant was not considered an Employee under the Plan shall not be considered as a Break in Service that causes a forfeiture unless the Participant was covered under a state retirement system or any other program outside the Oklahoma Municipal Retirement Fund System.

(h) Catch-Up Contributions: A Participant's contributions described in Section 4.8(c) herein.

(i) Catch-Up Contribution Account: The Account maintained for a Participant in which any Catch-Up Contributions are recorded.

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

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

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

(m) Compensation: Compensation means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code §§6041, 6051 and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)). The Employer in Section 4 of its Joinder Agreement may specify modifications to the definition of Compensation, for purposes of contribution allocations under the Plan. For purposes of determining a Participant's compensation, any election by such Participant to reduce his regular cash remuneration under Code Sections 125, 401(k), 414(h), 403(b) or 457 shall be disregarded.

(1) **Limitations.** The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$280,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If compensation for a period of less than 12 months is used for a plan year, then the otherwise applicable compensation limit is reduced in the same proportion as the reduction in the 12-month period. If a determination period consists of fewer than 12 months, the annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

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

For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Subsection 2.1(m), Compensation paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

(n) **Deductible Participant Contribution:** Prior to January 1, 1987, the amount a Participant may voluntarily contribute to the Plan which could not exceed the lesser of \$2,000 (or such higher limit as allowed by the Code), or 100% of Compensation, and is deductible from gross income by the Participant pursuant to the Code. No Deductible Participant Contributions may be made after January 1, 1987.

(o) **Deferred Compensation Contributions:** A Participant's contributions described in Section 4.8 herein and credited to his Participant Deferred Compensation Contribution Account.

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

(q) **Effective Date:** The later of: (a) the date specified in the Joinder Agreement; or (b) the first day on which the Plan has a Participant.

(r) **Employee:** Shall have the meaning set forth in Section 2 of the Joinder Agreement.

(s) **Employer:** A Municipality chartered, incorporated or formed under the laws of the State of Oklahoma which executes the Joinder Agreement.

(t) **Employment Commencement Date:** The first day of the first pay period during which the Participant receives wages as defined in Section 3121(a) of the Code from the Employer.

(u) **Entry Date:** The date an Employee becomes a Participant.

(v) **Forfeiture:** The portion of a Participant's Accounts which becomes forfeitable pursuant to Section 6.6 hereof.

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

(x) **Investment Manager:** A person who is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, (ii) a bank, as defined in the Investment Advisers Act of 1940, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state.

(y) **Investment Options:** Any of those investment options selected by the Committee in accordance with Section 5.12 hereof.

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

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

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

(bb) Limitation Year: The twelve (12) consecutive month period ending on June 30th of each year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(cc) Loan Account: A Participant’s Separate Account established in the event he desires to make a loan from his applicable Account as provided in Section 6.13 herein.

(dd) Mandatory Contributions: Contributions, if elected by the Employer in the Joinder Agreement, which Participants are required to make in order to participate in the Plan.

(ee) Municipality: (1) each and every incorporated municipality in the State of Oklahoma; (2) public trusts having municipalities as a beneficiaries; (3) interlocal cooperatives created pursuant to 74 Oklahoma Statutes, Sections 1001, et seq., between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority as that term is used in Chapter 48 of Title 11 Oklahoma statutes, which has adopted the Plan and/or which has become a participant in the related trust according to the terms herein.

(ff) Municipality Contribution Account: The account maintained for a Participant in which his share of the contributions of the Employer and the Amounts Forfeited and any adjustments relating thereto are recorded.

(gg) Normal Retirement Date: The first day of the month occurring on or next following the date a Participant attains sixty-five (65) years of age.

(hh) Oklahoma Municipal Retirement Fund: The trust created in accordance with Sections 48-101 et seq., of Title 11, Oklahoma Statutes 1981, to combine pension and retirement funds in incorporated cities and towns of Oklahoma for purposes of management and investment, represented by and acting through its Board of Trustees.

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

(jj) Participant Contribution Accounts: All of the following Accounts: (i) Participant Deductible Contribution Account, (ii) Participant Deferred Compensation Contribution Account, (iii) Participant Nondeductible Contribution Account, (iv) Catch-Up Contribution Account, (v) Pick-Up Contributions Account, (vi) Participant Mandatory Contributions Account, (vii) Participant Rollover Account, and (viii) Participant Roth Contribution Account.

(kk) Participant Deductible Contribution Account: The Account maintained for a Participant in which his Deductible Participant Contributions and adjustments relating thereto are recorded.

(ll) Participant Deferred Compensation Contribution Account: The Account maintained for a Participant in which his Deferred Compensation Contributions resulting from the Participant's election under Section 4.8 of the Plan and adjustments thereto are recorded.

(mm) Participant Mandatory Contribution Account: The Account maintained for a Participant in which his Mandatory Contributions and adjustments relating thereto are recorded.

(nn) Participant Nondeductible Contribution Account: The Account maintained for a Participant in which his voluntary nondeductible contributions and adjustments relating thereto are recorded.

(oo) Participant Rollover Account: The Account maintained for a Participant in which any Rollover Contributions are recorded.

(pp) Participant Roth Contribution Account: The Account maintained for a Participant in which any Roth Contributions are recorded.

(qq) Participation: The period commencing as of the date an Employee became a Participant and ending on the date the final distributions of all the Account balances are made.

(rr) Period(s) of Service or Service:

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

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

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

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

(3) Any Authorized Leave of Absence shall not be considered as interrupting continuity of employment, provided the Employee returns within the period of authorized absence. Until such time as the City Council shall adopt rules to the contrary, credit for Service with the Employer shall be granted for any period of Authorized Leave of Absence during which the Employee's full Compensation is continued and contributions to the Fund are continued at the same rate and made by or for him, but credit for Service with the Employer shall not be granted for any period of authorized, nonpaid absence due to illness, union leave, military service, or any other reason, unless arrangements are made with the City Council for the Employee's continued participation and for contributions to be continued at the same rate and made by him or on his behalf during such absence. Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, and if the Employer so elects in the Joinder Agreement, such Participant shall be credited with Service for such period for purposes of vesting only (and not for purposes of allocation of Employer Contributions).

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

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

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

(ss) Pick-Up Contributions: The Employer's contributions described in Section 4.7 hereof and credited to his Pick-Up Contribution Account.

(tt) Pick-Up Contributions Account: The account maintained for a Participant in which his share of Pick-Up Contributions are recorded.

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

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

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

(xx) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined contribution retirement plan and related trust, and applying before the Effective Date hereof, or any other date expressly specified herein if different from the Effective Date, which prior instruments are amended, restated and superseded by this instrument.

(yy) Retirement: Termination of employment upon a Participant's attaining age 65.

(zz) Roth Contributions: A Participant's contributions described in Section 4.8(d) herein and credited to his Participant Roth Contribution Account.

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

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

(ccc) Valuation Date: The date specified in Section 13 of the Joinder Agreement and any Special Valuation Dates determined in accordance with Section 5.10.

(ddd) Valuation Period: The period of time between two successive Valuation Dates.

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

ARTICLE III.
Eligibility and Participation

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

3.2 **Entry Date:** The participation of an Employee eligible to become a Participant shall commence on the earliest date permitted by the Employer in the Joinder Agreement.

3.3 **Re-employment of Former Participants:** Subject to Section 3.4, if a Participant incurs a Break in Service and is subsequently re-employed by the Employer, the Participant shall not receive any credit for his previous Period of Service with the Employer and such Participant shall be treated in the same manner as a person who has not previously been employed by any Municipality.

3.4 **Re-employment of Retired or Fully Vested Participants:** If a retired or fully vested Participant is re-employed by the Employer, no distributions shall be made from the Plan during the period of such re-employment. Periods of Service prior to such Participant’s retirement or termination of service, as applicable, shall count as Periods of Service for purposes of determining such Participant’s vested interest in his Municipality Contribution Account.

ARTICLE IV.
Contributions

4.1 **Contributions by Employer:** The Employer shall make such contributions as set forth in the Joinder Agreement. Such contributions shall be made from the operating revenue of the current taxable year or from accumulated revenue or surplus, as appropriate. The contribution shall be determined by written action of the Employer stating the amount of such contribution, and by the payment of such stated amount to the Trustee monthly. Upon execution of the Joinder Agreement, the Employer will contribute one Dollar (\$1.00) to establish the Fund. Any Participant who received Compensation from the Employer during the Valuation Period shall share in the Employer's contribution for the Valuation Period, even if not employed on the last day of the Valuation Period.

All Participant contributions shall be transmitted monthly to the Trustee after being withheld by the Employer. The Trustee shall hold all such contributions, subject to the provisions of the Plan and Fund, and no part of these contributions shall be used for, or diverted to, any other purpose.

4.2 **Required Participant Contributions:** If the Employer so elects in the Joinder Agreement, Participants shall not be required to contribute to the Plan.

4.3 **Mandatory Contributions:** If the Employer so elects in the Joinder Agreement, a Participant shall contribute to the Plan for each Plan Year the percentage of his Compensation set forth in the Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. The Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

4.4 **Voluntary Nondeductible Contributions by Participants:** Subject to the limitations of Sections 5.11 and to such rules of uniform application as the Committee may adopt, each Participant may elect to make nondeductible contributions to the Plan. The contributions of such Participant after the Effective Date may be by payroll deduction, which the Participant shall authorize the Employer to make on written authorization forms designated by and filed with the Committee, or by cash payments by such Participant to the Trustee. The authorization to make contributions by payroll deductions shall be effective on the first day following the Committee's receipt of the payroll deduction authorization. In addition, a Participant may make Rollover Contributions notwithstanding the percentage limitations in the first sentence of this Section or the cash payment requirement of the second sentence of this Section.

4.5 **Change of Rate of Voluntary Nondeductible Contributions by Participant:** The Participant may change his rate of payroll deduction at any time, or he may discontinue his payroll deductions at any time. Any change of rate or discontinuance of payroll deductions shall be effective on the first payday following the receipt of written notice thereof by the Committee; provided, however, that not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

The Participant must furnish the Committee at the time of any Participant Contribution or payroll deduction authorization an election designating the contribution as a Mandatory Contribution, Deductible Participant Contribution, or a Voluntary Nondeductible Contribution.

4.6 Participant Contributions Nonforfeitable: Each Participant who contributes hereunder shall have a nonforfeitable vested interest in that portion of the value of his own contributions not theretofore previously withdrawn by him.

4.7 Pick-Up Contributions: If the Employer elects in Section 5 of the Joinder Agreement, all Participants shall be required as a condition of employment to make the contributions specified in the Joinder Agreement. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. Such contributions shall be designated as Employer contributions for federal income tax purposes. Each Participant's Compensation will be reduced by the amount paid to the Fund by the Employer in lieu of the required contribution by the Participant. These contributions shall be excluded from the Participant's gross income for federal income tax purposes and from wages for purposes of withholding under Sections 3401 through 3404 of the Code in the taxable year in which contributed. No Participant shall have the option of receiving the contributed amounts directly as Compensation. Contributions made by the Employer under this election shall be designated as Participant contributions for purposes of vesting, determining Participant rights and Participant Compensation. [In order for the Employer to have reliance on whether the Pick-Up Contributions comply with Section 414(h)(2) of the Code, the Employer must obtain a private letter ruling from the Internal Revenue Service.]

4.8 Deferred Compensation Contributions: If the Employer elects in the Joinder Agreement and if such Employer adopted a cash or deferred feature before May 7, 1986, the following provisions shall apply:

(a) Deferred Compensation Contributions under Code Section 401(k): A Participant, by written notice to the Plan Administrator, may elect to make a Deferred Compensation Contribution to the Plan rather than receive Compensation to which the Participant would otherwise be entitled during the period immediately following such election.

Subject to the limitations of this Section 4.8 and Section 5.11, a Participant's Deferred Compensation Contribution may be any whole percentage of his Compensation, but in no case shall a Participant's Deferred Compensation Contribution election exceed the percentage set forth in the Joinder Agreement. Such election shall be binding until the Participant, by written notice to the Plan Administrator, modifies or discontinues his Deferred Compensation Contribution. A Participant's initial election, or modification or discontinuance shall be effective as soon as administratively practicable following the Plan Administrator's receipt of the Participant's written notice of election, modification or discontinuance, and shall remain in effect until modified or terminated. Provided, not more than one change or discontinuance shall be made within a calendar month unless otherwise stated by the Committee.

Employer contributions made pursuant to this Section 4.8 shall be credited to the Participant's Participant Deferred Compensation Account. All such Employer contributions shall

be paid to the Trustee as soon as practicable following the retention of such amounts by the Employer from the Participant's Compensation.

(b) Dollar Limitation on Deferred Compensation Contributions:

(i) General Rule. No Participant shall be permitted to make Deferred Compensation Contributions during any calendar year in excess of the dollar limitation contained in Section 402(g) of the Code (including, if applicable, the dollar limitation on Catch-Up Contributions defined in Section 414(v) of the Code) in effect as of the beginning of the taxable year as adjusted under Section 402(g)(4) of the Code (hereafter referred to as "Excess Elective Deferrals"). In the case of a Participant who is age 50 or over by the end of the taxable year, the dollar limitation described in the preceding sentence includes the amount of Deferred Compensation Contributions that can be Catch-Up Contributions. In the event a Catch-Up Contribution eligible Participant makes Excess Elective Deferrals, the Plan Administrator shall cause such Participant's Deferred Compensation Contributions to be recharacterized as Catch-Up Contributions to the extent necessary to either (i) exhaust his Excess Elective Deferrals, and/or (ii) increase his Catch-Up Contributions to the applicable limit under Section 414(v) of the Code for the Plan Year.

(ii) Recharacterization to Meet Limits of Section 402(g) of the Code. In the event a Participant's Deferred Compensation Contributions for a Plan Year do not equal the maximum Contributions that may be made under the Plan during that Plan Year for any reason, the Participant's Catch-Up Contributions for such Plan Year shall be recharacterized as Deferred Compensation Contributions for all purposes to the extent necessary to increase his Deferred Compensation Contributions to equal such maximum for such Plan Year.

(iii) Corrective Distributions.

a. **General.** Notwithstanding any other provision of the Plan to the contrary, Excess Elective Deferrals (remaining after recharacterization as discussed above) and income and loss allocable thereto for the applicable calendar year must be distributed no later than April 15 following the calendar year in which Excess Elective Deferrals are incurred to avoid penalty, to Participants who have Excess Elective Deferrals for the preceding calendar year. Provided that, Excess Elective Deferrals to be distributed for a taxable year will be reduced by Excess Contributions previously distributed for the Plan Year beginning in such taxable year. For years beginning after 2005, distribution of Excess Elective Deferrals for a year shall be made first from the Participant's Account holding Deferred Compensation Contributions, to the extent Deferred Compensation Contributions were made for the year, unless the Participant specifies otherwise.

b. **Calculation of Income Allocable to Excess Elective Deferrals.** The Plan Administrator shall use the method provided in Section 5.6 herein for computing the income allocable to corrective distributions pursuant to this Section. Excess Elective Deferrals are determined on a date that is no more than seven (7) days before the distribution. For the Plan Year beginning in 2007, income or loss allocable to the period between the end of the taxable year and the

date of distribution (“gap period”) must be taken into account for corrective distributions. For Plan Years beginning after 2007, income or loss applicable to the gap will not be taken into account for corrective distributions.

(c) Catch-up Contributions: For Plan Years beginning after December 31, 2001, all Employees who are eligible to make Deferred Compensation Contributions under this Plan and who have attained age 50 before the close of the Employee’s taxable year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code. Catch-Up Contributions are Deferred Compensation Contributions made to the Plan that are in excess of an otherwise applicable Plan limit and that are made by Participants who are age 50 or over by the end of their taxable years. An otherwise applicable Plan limit is a limit in the Plan that applies to Deferred Compensation Contributions without regard to Catch-Up Contributions, such as the limit on Annual Additions and the Code Section 402(g) limit. Such Catch-Up Contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416 of the Code, as applicable, by reason of the making of such Catch-Up Contributions.

(d) Roth Elective Deferrals:

(i) General Application.

(1) If elected by the Employer in the Joinder Agreement, this Subsection (d) will apply to Contributions beginning with the effective date specified in the adoption agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2006.

(2) As of the effective date under Subsection (1), the Plan will accept Roth elective deferrals made on behalf of Participants. A Participant’s Roth elective deferrals will be allocated to a separate account maintained for such deferrals as described in Subsection (ii).

(3) Unless specifically stated otherwise, Roth elective deferrals will be treated as elective deferrals for all purposes under the Plan. Roth elective deferrals that are determined to be excess elective deferrals shall be corrected by distribution in the manner set forth in Section 4.8.

(ii) Separate Accounting.

(1) Contributions and withdrawals of Roth elective deferrals will be credited and debited to the Roth elective deferral account maintained for each Participant.

(2) The Plan will maintain a record of the amount of Roth elective deferrals in each Participant’s account.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective deferral account and the Participant's other accounts under the Plan.

(4) No contributions other than Roth elective deferrals and properly attributable earnings will be credited to each Participant's Roth elective deferral account.

(iii) Direct Rollovers.

(1) Notwithstanding Section 9.5, a direct rollover of a distribution from a Roth elective deferral account under the Plan will only be made to another Roth elective deferral account under an applicable retirement plan described in § 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(2) Notwithstanding Section 9.5, if elected by the Employer in the Joinder Agreement, the Plan will accept a rollover contribution to a Roth elective deferral account only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(3) The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth elective deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth elective deferral account is not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's Roth elective deferral account are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the plan.

(iv) Definition.

(1) **Roth Elective Deferrals.** A Roth elective deferral is an elective deferral that is:

a. Designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax elective deferrals the Participant is otherwise eligible to make under the plan; and

b. Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

ARTICLE V.
Accounting, Allocation and Valuation

5.1 **Accounts:** The Committee shall maintain a separate Municipality Contribution Account, Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Participant Rollover Account, Participant Deferred Compensation Contribution Account, Catch-Up Contribution Account, Pick-Up Contributions Account and Loan Account as necessary for each Participant. A separate sub-account for each such Account shall be maintained for each Investment Option offered in accordance with Section 5.12. All such Accounts shall be credited or debited as herein provided.

5.2 **Eligibility for Allocation:** Employer contributions together with Amounts Forfeited as of the Valuation Date shall be allocated to the Municipality Contribution Accounts of Participants.

5.3 **Allocation of Contribution:** The Employer contributions, together with Amounts Forfeited as of the prior Valuation Date shall be allocated in the manner elected by the Employer in the Joinder Agreement.

5.4 **Allocation of Amounts Forfeited:** No Amount Forfeited attributable to the contribution of one Employer adopting this Plan may be allocated for the benefit of Participants of the Plan of any other adopting Employer.

5.5 **Value of Account:** The value of a Participant's Account is equal to the sum of all contributions, earnings or losses, and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), forfeitures, expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the value of a Participant's Account balance is its value as of the Valuation Date immediately preceding the date of the distribution. The value of a Participant's Account is the fair market value of the assets in the account.

5.6 **Allocation of Investment Earnings and Losses:** As of each Valuation Date, the Accounts will be adjusted to reflect the earnings and losses since the last Valuation Date. Earnings or losses will be allocated using the daily valuation method so that earnings or losses will be allocated on each day of the Plan Year for which Plan assets are valued on an established market.

5.7 **Accounting for Participants' Contributions:** Contributions by or on behalf of each Participant shall be credited to his Participant Nondeductible Contribution Account, Participant Mandatory Contribution Account, Participant Deductible Contribution Account, Catch-Up Contribution Account, Pick-Up Contribution Account, or Participant Deferred Compensation Contribution Account as deposited with the Trustee.

5.8 **Accounting for Statement of Account:** As soon as is administratively feasible, the Committee shall present to each Participant a statement of such Participant's Accounts, at least annually, showing the balances at the beginning of the reported period, any changes during the reported period, the balances at the end of the reported period, and such other information as the Committee may determine. However, neither the maintenance of accounts, the allocations to

Accounts, nor the statements of account shall operate to vest in any Participant any right or interest in or to the Fund except as the Plan specifically provides herein.

5.9 Time of Adjustment: Each adjustment required by this Article V shall be deemed to have been made at the times specified in this Article V, regardless of the dates of actual entries or receipts by the Trustee of contributions for such Plan Year.

5.10 Special Valuation Date: If the Committee determines that a substantial change in the value of any Investment Fund has occurred since the last Valuation Date, the Committee may, prior to the next Valuation Date, establish one or more Special Valuation Dates and determine the adjustment required to make the total net credit balance in the Accounts of the then Participants equal to the then market value of the total assets of the Fund. Such adjustments shall be made consistent with the procedure specified in Section 5.5. Having determined such adjustment, all distributions which are to be made as of or after such special Valuation Date, but prior to the next succeeding Valuation Date or Special Valuation Date, shall be made as if the net credit balances in all Accounts had actually been credited or debited to reflect the adjustment provided by this Section.

5.11 Limitation on Allocation of Employer Contributions: The following provisions will be applicable in determining if the Plan and the Employer contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder. Except to the extent permitted under Section 4.8(c) of this Plan and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's Accounts under the Plan for any limitation year shall not exceed the Maximum Permissible Amount.

(a) Definitions: For the purposes of this Section the following definitions shall be applicable:

(i) Annual Additions: For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

- (1) Employer contributions,
- (2) Employee Deferred Compensation Contributions or Roth Contributions (excluding excess deferrals that are distributed in accordance with Treas. Reg. § 1.402(g)-1(e)(2) or (3)),
- (3) Forfeitures, and
- (4) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the Employer are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan.

Annual additions for purposes of Code § 415 shall not include restorative payments. A restorative payment is a payment made to restore losses to a Plan resulting from actions by a fiduciary for which there is reasonable risk of liability for breach of a fiduciary duty under federal or state law, where participants who are similarly situated are treated similarly with respect to the payments. Generally, payments are restorative payments only if the payments are made in order to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for such a breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). This includes payments to a plan made pursuant to a court-approved settlement, to restore losses to a qualified defined contribution plan on account of the breach of fiduciary duty (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan). Payments made to the Plan to make up for losses due merely to market fluctuations and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty are not restorative payments and generally constitute contributions that are considered annual additions.

Annual additions for purposes of Code § 415 shall not include: (1) The direct transfer of a benefit or employee contributions from a qualified plan to this Plan; (2) rollover contributions (as described in Code §§ 401(a)(31), 402(c)(1), 403(a)(4), 403(b)(8), 408(d)(3), and 457(e)(16)); (3) repayments of loans made to a participant from the Plan; and (4) repayments of amounts described in Code § 411(a)(7)(B) (in accordance with Code § 411(a)(7)(C)) and Code § 411(a)(3)(D), as well as Employer restorations of benefits that are required pursuant to such repayments.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the Employer, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the Employer, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no excess amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee

would be includible in gross income but for the rules of Sections 125, 132 (for limitation years beginning after December 31, 2001), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code). These amounts include, but are not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)). For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), is treated as an employee of the employer making the payment, (ii) the differential wage payment is treated as Actual Compensation, and (iii) the Plan is not treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

For purposes of applying the limitations described in this Section 5.11 of the Plan, Compensation paid or made available during such limitation years shall include elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4).

Actual Compensation shall be adjusted, as set forth herein, for the following types of compensation paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, amounts described in Subsections (a) and (b) below may only be included in Actual Compensation to the extent such amounts are paid by the later of 2½ months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Actual Compensation within the meaning of this Section, even if payment is made within the time period specified above.

(1) **Regular Pay:** Actual Compensation shall include regular pay after severance of employment if:

A. The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and

B. The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

(2) **Leave Cashouts and Deferred Compensation:** Leave cashouts shall not be included in Actual Compensation. In addition, deferred compensation shall be included in Actual Compensation.

(3) **Salary Continuation Payments for Disabled Participants:** Actual Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

(iii) **Excess Amount:** The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum Permissible Amount.

(iv) Maximum Permissible Amount: The words “Maximum Permissible Amount” shall mean for the applicable Limitation Year, the “maximum permissible amount” (except for Employee Catch-Up Contributions under Section 414(v) of the Code) which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) \$56,000, as adjusted for cost-of-living under Code Section 415(d) the “Defined Contribution Dollar Limitation,” or

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

The compensation limitation referred to above shall not apply to: any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(b) Determination of Excess: If an excess amount was allocated to a Participant on an allocation date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(c) Treatment of Excess: Notwithstanding any provision of the Plan to the contrary, if the annual additions (within the meaning of Code § 415) are exceeded for any participant, then the Plan may be able to correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2018-52 or any superseding guidance, including, but not limited to, the preamble of the final § 415 regulations. However, EPCRS may not be available in all situations.

5.12 Investment Options:

(a) Self-Directed: If the Employer elects in the Joinder Agreement, each Participant in the Plan is hereby given the specific authority to direct the investment of all or any portion of his Accounts in one or more Investment Options provided under this Plan in accordance with the procedures established by the Committee. If a Participant does not designate an Investment Option for his Accounts, his Accounts will be invested in the age-based balanced fund or such other Investment Option as may be designated by the Trustees. For purposes of this Section, the Participants shall be exercising full investment control, discretion, authority and fiduciary responsibility as provided in this Plan of the investments in such Participants’ applicable Accounts.

(b) Non-Self-Directed: If the Employer does not elect in the Joinder Agreement to allow self-directed investments, all Accounts will be invested in the Balanced Fund or such other Investment Option as may be designated by the Trustees.

ARTICLE VI.
Benefits

6.1 **Retirement or Disability:** If a Participant's employment with the Employer is terminated when he attains age sixty-five (65), or if a Participant's employment is terminated at an earlier age as the result of a Disability, he shall be entitled to receive the entire amount of his Municipality Contribution Account.

6.2 **Deferred Retirement:** If a Participant, with the consent of the Employer, shall continue in active employment following his Normal Retirement Date, he shall continue to participate under the Plan. Upon actual retirement, such Participant shall be entitled to receive the entire amount of his Municipality Contribution Account as of his actual retirement date.

6.3 **Death of a Participant:** Upon the death of a Participant, his Beneficiary shall be entitled to receive the entire amount of his Municipality Contribution Account and Participant Contribution Accounts as of the date of his death. In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code § 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

6.4 **Termination for Other Reasons - Vested Percentage:** If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than Disability or death, he shall be entitled to an amount equal to the vested percentage of his Municipality Contribution Account. Such vested percentage shall be determined as of the date of termination in accordance with the election of the Employer in the Joinder Agreement.

6.5 **Initial Distribution Date:** The date of initial distribution ("Initial Distribution Date") of a Participant whose employment is terminated and provided that the Participant requests a distribution, shall be as soon as practicable following his termination of employment and he shall be entitled to the vested percentage of his Accounts on such Initial Distribution Date payable in accordance with the provisions of Section 6.10. The portion of the Employer's contribution, the Amounts Forfeited or the periodic adjustment which is allocated to a Participant terminated for the reasons specified in Section 6.4 after such Initial Distribution Date shall be payable in accordance with the method utilized under Section 6.10 as soon as practicable.

6.6 **Determination of Amounts Forfeited:** Upon a distribution pursuant to Section 6.4 or if the Participant incurs a Break in Service, the forfeited percentage of a Participant's Municipality Contribution Account, if any, shall be deducted from the Participant's Account. Such Amounts Forfeited shall become available for allocation in accordance with Item 8 of the Joinder Agreement as of the end of the calendar quarter following the Valuation Period in which the terminated Participant forfeited such amounts.

6.7 **Participant Contribution Accounts:** A Participant shall be fully vested in his Participant Contribution Accounts at all times. A Participant's Contribution Account balances shall be paid to him in connection with the distribution to him of the vested portion of his

Municipality Contribution Account on or after his Initial Distribution Date. Such distributions shall be made in accordance with Section 6.10 and Section 6.8.

6.8 Withdrawals from Participant's Contribution Accounts: In accordance with the provisions hereof, a Participant may withdraw all or any part of his Participant Contribution accounts by filing a written application with the Administrator. Such withdrawal shall be effective no sooner than thirty (30) (unless waived by the Participant) but not later than ninety (90) days after the Participant's receipt from the Plan Administrator of a rollover notice required by Code Section 402(f). A Participant who withdraws all or part of his Participant Contribution Account balances shall not forfeit his proportionate share of net income, gains and profits, if any, for the Valuation Periods previously allocated to his Participant Contribution Accounts, nor any portion of his Municipality Contribution Account but the Participant's Contribution Accounts shall not share (to the extent of any withdrawals) in any net income for the Valuation Period in which the withdrawal occurs. For any distribution notice issued in Plan Years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), or 411(a)(11) (Participant's consent to distribution) will become 180 days.

(a) Participant Deductible Contribution Account: If allowed in the Joinder Agreement, a Participant may withdraw all or any part of his Participant Deductible Contribution Account (but not to exceed the amount in his Participant Deductible Contribution Account at the time of withdrawal) by filing a written application with the Plan Administrator. Such withdrawal may be made no more often than once a year. If at the time of the withdrawal the Participant has not attained age 59½ or is not disabled, the Participant will be subject to a federal income tax penalty unless such withdrawal is rolled over to a qualified plan or individual retirement account within sixty (60) days of the date of distribution.

(b) Participant Nondeductible Contribution Account: A Participant may withdraw all or any part of his Participant Nondeductible Contribution Account by filing a written application with the Plan Administrator.

(c) Participant Deferred Compensation Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Deferred Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or severance from employment. The above distribution requirements shall be strictly interpreted by the Plan Administrator to conform with the requirements of Section 401(k) of the Code and future amendments or Internal Revenue Service interpretations thereof. If a Participant is allowed to withdraw from his Participant Deferred Compensation Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply to such withdrawals. Notwithstanding the foregoing, for purposes of Code §401(k)(2)(B)(i)(I), effective January 1, 2009, an individual is treated as having been severed from employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). If an individual elects to receive a distribution by reason of severance from employment, death or disability, the individual may not make an elective deferral or Employee contribution during the 6-month period beginning on the date of the distribution.

(d) Pick-up Contribution Account: Notwithstanding any other provision of this Plan, no amount in a Participant's Pick-Up Contribution Account may be distributed to a Participant earlier than such Participant's retirement, death, Disability, or separation from service. If a Participant is allowed to withdraw from his Pick-Up Contribution Account, the provisions of the first paragraph of this Section 6.8 shall apply.

6.9 Withdrawals from Participant's Mandatory Contribution Account: A Participant may not withdraw any portion of his Participant Mandatory Contribution Account prior to the termination of his employment. Such account balances will be paid at the same time and in the same manner as such Participant's Municipality Contribution Account.

6.10 Methods of Distribution: On and after each Participant's Initial Distribution Date, after all adjustments to his Accounts required as of such date shall have been made, distribution of his share shall be made to or for the benefit of the Participant or, in case of his death, to or for the benefit of his Beneficiary, by one of the following methods, as determined by the Committee:

- (a)** a lump sum distribution;
- (b)** an installment distribution consisting of approximately equal installments for a term not exceeding ten (10) years;
- (c)** an installment distribution consisting of approximately equal installments for a term not extending beyond the joint life expectancy (as calculated in accordance with Income Tax Regulation section 1.72-9) on the Initial Distribution Date of the Participant and his spouse;
- (d)** periodic distributions as designated by the Participant or Beneficiary; or
- (e)** purchase of an annuity.

Commencement of payments under the method of distribution selected shall be as of the initial Distribution Date of the Participant, provided that for administrative convenience, such commencement may be delayed as reasonably necessary but in no event for more than sixty (60) days after a reasonable time for all administrative calculations, allocations and accounting operations necessary to determine the amount of the distribution. The Committee, in its sole discretion, may accelerate the payment of any unpaid installments. If a former Participant receiving installment payments dies prior to the receipt by him of the full amount to be paid to him from his Participant Accounts, the remaining installments shall be paid to his Beneficiary. Under no circumstance may a method of payment be elected that would be expected to cause more than fifty percent (50%) of the present value of any series of payments to go to a person other than the Participant.

6.11 Designation of Beneficiary: Each Participant shall designate his Beneficiary on a form provided by the Committee and such designation may include primary and contingent Beneficiaries. If Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation. The designation may be changed at any time by filing a new form with the Committee. In the absence of such written designation, the surviving spouse, if any, of the Participant shall be deemed to be the designated Beneficiary, and otherwise the estate of such Participant. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. In all events, the date of determination of a Participant's Beneficiary shall be the date of death of a

Participant. Production of a certified copy of the death certificate of any Participant or other persons shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon.

6.12 Payments Under a Qualified Domestic Relations Order:

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

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

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

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

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

- 1) the name, social security number, and last-known mailing address (if any) of the Participant, and the name and mailing address of the alternative payee covered by the order;
- 2) the amount or percentage of the Participant’s benefits to be paid by the Plan to the Alternate Payee;
- 3) the characterization of the benefit as to marital property rights, and whether the benefit ceases upon the death or remarriage of the Alternate Payee; and,
- 4) each plan to which such order applies.

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

- 1) does not require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
- 2) does not require the Plan to provide increased benefits; and,

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

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

(h) In the event a Qualified Domestic Relations Order requires the benefits payable to an Alternate Payee to terminate upon the remarriage of said Alternate Payee, the Plan shall terminate said benefit only upon the receipt of a certified copy of a marriage license, or a copy of a certified order issued by the Court that originally issued said Qualified Domestic Relations Order declaring the remarriage of said Alternate Payee.

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

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

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

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

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

6.13 Loans to Participants:

(a) **General:** The Committee, in its sole discretion, may direct Trustees to make loans to Participants upon the written direction and application of the Participant who desires to effect such loan, up to 50% of the vested balance of a Participant's Accounts. All such loans (i) shall not be made available to Highly Compensated Employees (as defined in Section 414(q) of the Code) in an amount greater than the amount made available to other Employees, (ii) shall be available to all Participants on a nondiscriminatory basis, (iii) shall be made available in an amount equal to the lesser of 50% of the borrowing Participant's vested Benefit in his Account or \$50,000, (iv) shall bear a reasonable rate of interest which will be established by the Committee, (v) shall be secured by the borrowing Participant's Benefit account balance attributable to his Account, (vi) shall be amortized and repaid in level payments of principal and

interest made not less frequently than monthly over the term of the loan, (vii) shall be repaid by payroll reduction while the Participant is employed; (viii) shall accelerate and be due in full on the date a Participant terminates employment with the Employer; (ix) shall not be less than \$1,000 in amount each; and (x) shall be made upon such other reasonable terms which the Committee shall designate, such terms being applied in a nondiscriminatory fashion; provided, in no event shall any loan have a term in excess of five years. There shall not be more than one or two loans outstanding (as elected by the Employer) at any time with respect to a Participant. No Participant who has borrowed from the Plan may make another loan until the previous loan has been fully repaid. Outstanding loans are not subject to refinancing by a new loan. Upon direction by the Committee, and subject to Subsection (c) below, the Trustees may foreclose upon such Participant's interest in his Account in the event of default. A loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan and other plans sponsored by the Employer, cannot exceed \$50,000, reduced by the excess of the highest outstanding balance of loans from the Plan (and all other plans sponsored by the Employer) during the one-year period ending on the day before the date the loan is made over the outstanding balance of the loans from the Plan on the date the loan is made. No distribution of a Benefit shall be made to any Participant, Beneficiary or the estate of a Participant unless and until all unpaid loans made by the Plan to such Participant together with accrued interest have been paid in full. In determining if any of the foregoing limitations regarding the making of loans to Participants, loans made under all other plans (i) sponsored by the Employer and (ii) qualified under Sections 401(a) and 501(a) of the Code will be considered. All costs and expenses of any loan will be charged to the applicable Accounts of the Participant.

(b) Establishment of Loan Account: At such time as it is determined that a Participant is to receive a loan from the Plan, the loan shall be made from the Participant's applicable Account in the order and precedence indicated hereafter and such amount shall be deemed to be credited to the Participant's Loan Account with a corresponding debit to occur to his Account: (i) first, an Account holding Employer contributions, including "rollover contributions" (other than Deferred Compensation Contributions, if applicable); (ii) second, an Account holding Deferred Compensation Contributions, if applicable; and (iii) third, an Account holding contributions picked up and assumed by the Employer pursuant to Section 4.7 of this Plan. All interest payments to be made pursuant to the terms and provisions of the loan shall be credited to the applicable Account in such a manner so that the Loan Account will reflect unpaid principal and interest from time to time. The earnings attributable to the Loan Account shall be allocable only to the Loan Account of such Participant and shall not be considered as general earnings of the Trust Fund to be allocated to the other Participants therein as provided herein. Other than for the limited purposes of establishing a separate account for the allocation of the interest thereto, a Participant's Loan Account shall, for all other purposes, be considered as part of his applicable Account.

(c) Foreclosure of Loan Account: The Trustees may foreclose upon such Participant's interest in his Account in the event of default under the loan made to the Participant under this Section.

(d) Special Restrictions on Foreclosure: In the event of default under a loan made under this Section, foreclosure under the promissory note evidencing such loan and attachment of the Participant's interest in his applicable Accounts shall occur within a reasonable time

following the event of default; provided, with respect to any portion of a loan secured by amounts governed under Section 401(k) of the Code, if applicable, foreclosure on such 401(k) amounts shall not occur until the occurrence of an event described under Section 401(k) of the Code which would otherwise permit a distribution to be made from the Plan.

(e) Establishment of Loan Program: The Trustees are hereby authorized and directed to establish a “loan program” (the “Loan Program”) and the Trustees are further authorized to delegate to the Committee the duties and responsibilities with regard to the implementation of the Loan Program as adopted by the Trustees for and on behalf of the Plan. The Loan Program shall be considered to be a part of this Plan for the purposes stated in the Loan Program.

(f) Loan Account: The words “Loan Account” shall mean a Participant’s separate Account established in the event he desires to make a loan from his applicable Account as provided in this Section 6.13.

6.14 Required Minimum Distributions: The provisions of this Section 6.14 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year, as well as Required Minimum Distributions for the 2002 Distribution Calendar Years that are made on or after August 1, 2002. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Limits on Distribution Periods: As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof): (1) the life of the participant; (2) the life of the participant and a designated beneficiary; (3) a period certain not extending beyond the life expectancy of the participant; or (4) a period certain not extending beyond the joint and last survivor expectancy of the participant and a designated beneficiary.

(b) Time and Manner of Distribution:

(i) Required Beginning Date. The Participant’s entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant’s Required Beginning Date. For purposes of this Section, the “Required Beginning Date” of a Participant is the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

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

- (1) If the Participant’s surviving spouse is the Participant’s sole

designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

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

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

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

For purposes of this Subsection (ii) and Subsection (d), unless Subsection (ii)(1) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(1) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

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

(c) Required Minimum Distributions During Participant's Lifetime:

(i) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section

1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death:

(i) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the

Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (i).

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

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.14(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions:

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 6.11 of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

6.15 Withdrawals from Participant Rollover Account: A Participant may request and receive a distribution from his Participant Rollover Account at any time, even if he or she has not terminated employment, unless the rollover was from a defined benefit retirement plan sponsored by the Employer.

ARTICLE VII.
Notices

7.1 **Notice to Oklahoma Municipal Retirement Fund:** As soon as practicable after a Participant ceases to be in the employ of the Employer, the Committee shall give written notice to the Oklahoma Municipal Retirement Fund. The notice shall include such of the following information and directions as are necessary or advisable under circumstances:

- (a) name and address of the Participant;
- (b) reason he ceased to be in the Employer's employ;
- (c) name and address of the Beneficiary or Beneficiaries in case of Participant's death;
- (d) percentage or amount to which such Participant is entitled in case of termination of employment;
- (e) time, manner and amount of payments to be made to such Participant; and
- (f) information required to complete the Trustee's Withholding Election Form.

As soon as practicable after the Committee learns of the death of a Participant, it shall give like notice to the Oklahoma Municipal Retirement Fund.

7.2 **Subsequent Notices:** At any time and from time to time after giving the notice as provided for in Section 7.1, the Committee may modify such original notice or any subsequent notice by means of a further written notice or notices to the Oklahoma Municipal Retirement Fund, but any action taken or payments made by the Oklahoma Municipal Retirement Fund pursuant to a prior notice shall not be affected by a subsequent notice.

7.3 **Copy of Notice:** A copy of each notice provided for in Sections 7.1 and 7.2 shall be mailed by the Committee to the Participant or to each Beneficiary involved, as the case may be, but if, for any reason, such copy is not sent or received, that fact shall not affect the validity of any notice to the Oklahoma Municipal Retirement Fund nor the validity of any action taken or payment made pursuant thereto.

7.4 **Reliance Upon Notice:** Upon receipt of any notice as provided in this Article VII, the Oklahoma Municipal Retirement Fund shall promptly take whatever action and make whatever payments are called for therein, it being intended that the Oklahoma Municipal Retirement Fund may rely upon the information and directions in such notice absolutely and without question. However, the Oklahoma Municipal Retirement Fund may call to the attention of the Committee any error or oversight which the Oklahoma Municipal Retirement Fund believes to exist in any notice.

ARTICLE VIII.
Amendment and Termination

8.1 **Termination of Plan:** The Employer may at any time, effective as specified, terminate the Plan and may direct and require the Oklahoma Municipal Retirement Fund to liquidate the Fund. In the event the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated. In the event of the termination, partial termination, or complete discontinuance of contributions hereunder, the Account balances of each Participant will become nonforfeitable.

8.2 **Suspension and Discontinuance of Contributions:** If the governing body of the Employer decides it is impossible or inadvisable to continue to make contributions to the Plan, it shall have the power by appropriate resolution or decision to:

- (a) suspend contributions to the Plan;
- (b) discontinue contributions to the Plan; or
- (c) terminate the Plan.

Suspension shall be a temporary cessation of contributions and shall not constitute or require a termination of the Plan. A discontinuance of contributions shall not constitute a formal termination of the Plan and shall not preclude later contributions but all Municipality Contribution Accounts not theretofore fully vested shall become fully vested in the respective Participants notwithstanding the provisions of Section 6.4. In such event, Employees who become eligible to enter the Plan subsequent to the discontinuance shall receive no benefits. After the date of a discontinuance of contributions, the Trust shall remain in existence as provided in this Section 8.2 and the provisions of the Plan and Trust shall remain in force. A certified copy of such decision or resolution shall be delivered to the Oklahoma Municipal Retirement Fund, and as soon as possible thereafter the Oklahoma Municipal Retirement Fund shall send or deliver to each Participant or Beneficiary concerned a copy thereof.

8.3 **Liquidation of Trust Fund:** Upon a complete termination or upon a partial termination of the Plan, unless the Employer's successor shall elect to continue the Plan, the Accounts of all Participants and Beneficiaries shall thereupon be and become fully vested. Upon a complete termination, the Oklahoma Municipal Retirement Fund shall convert the proportionate interest of such Participants and Beneficiaries in the Trust Fund to cash and, after deducting all charges and expenses, the Oklahoma Municipal Retirement Fund shall adjust the balances of such Accounts as provided in Section 5.5 treating the termination date as the current Valuation Date.

Thereafter, the Oklahoma Municipal Retirement Fund shall distribute as soon as administratively feasible the amount to the credit of each such Participant and Beneficiary as the Committee shall direct.

8.4 **Amendments:** Each Employer agrees to adopt any amendments to this Plan which are necessary for an initial or continued determination that the Plan is a qualified, tax exempt plan under Sections 401(a) and 501(a) of the Code. Any such amendments will be an amendment of the Employer's separate Plan if approved by the Trustee. The Employer may amend its separate

Plan in any respect and at any time, subject to the limitations of the Plan, by amendment of or addition to the Joinder Agreement. However, the Oklahoma Municipal Retirement Fund reserves the right to approve all Employer amendments.

8.5 Provider's Power to Amend for Adopting Employers: The Provider, as defined in section 4.08 of Rev. Proc. 2017-41, may amend any part of the Plan. However, for purposes of reliance on an Opinion Letter (as defined in Rev. Proc. 2017-41), the Provider will no longer have the authority to amend the Plan on behalf of the Employer as of the date (1) the Employer amends the Plan to incorporate a type of plan described in section 6.03 of Rev. Proc. 2017-41 that is not permitted under the Pre-Approved Plan program, or (2) the Internal Revenue Service notifies the Employer, in accordance with section 8.06(3) of Rev. Proc. 2017-41, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

ARTICLE IX.
Employment Transfers

9.1 Transfers from This Plan:

(a) To Another Category with This Employer: If a Participant is employed by the Employer and is transferred to employment with this Employer but under another department, classification or category, so that he is no longer eligible to participate in this Plan, such participation shall thereupon cease and his Account balance shall remain in the Fund and will continue to accrue interest but he will not continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, if an Employee participates in any other plan sponsored by the Employer within the Fund, he or she will continue to accrue service under this Plan for vesting purposes only.

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

(i) if he is fully vested under this Plan as of the date of such employment transfer, he shall be entitled to take any distribution, full or partial, without any effect on his current vesting status; or

(ii) if he is not fully vested under this Plan as of the date of such employment transfer, and he is, immediately upon such transfer of employment, covered by the retirement system under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, he will continue to accrue Service for the purpose of additional vesting credit for benefits under this Plan. However, upon any distribution (that would not be optional to an active Employee), full or partial, vesting will stop and any unvested balance, if any, will be forfeited.

9.2 Transfers to This Plan:

(a) From Another Category with This Employer: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with this Employer under another department, classification or category where he is ineligible for membership only because of the type of such employment, his Service accrued by virtue of such prior employment shall not be counted in determining his vesting credit for benefits hereunder.

(b) From Another Municipality: If a person becomes a Participant immediately upon his transfer from full-time, regular employment with a Municipality other than this Employer, his Service accrued by virtue of such prior employment shall be counted in determining his vesting credit for benefits hereunder, and he shall also be subject to all the other provisions of this Plan. A Participant's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date which his credited Service from the other Municipality began was his date of employment with this Employer. Service from such prior employment will however be ignored in its entirety upon any distribution from that Municipality, full or partial, if taken prior to its full vesting.

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

9.3 Notice of Transfers: Immediately after any transfer of employment referred to in Sections 9.1 or 9.2, the transferred Participant shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Participant shall not be penalized, however, for failure to give such notice. The Authorized Agent shall give immediate notice in writing of such transfers to the Trust Service Provider and the Committee.

9.4 Transfer from Other Qualified Plans: The Employer may cause to be transferred to the Oklahoma Municipal Retirement Fund all or any of the assets held in respect to any plan or trust which satisfied the applicable requirements of the Code relating to qualified plans and trusts, which is maintained by the Employer for the benefit of its Employees. Any such assets so transferred shall be accompanied by written instructions from the Employer, or the trustee or custodian or the individual holding such assets, setting forth the Participants for whose benefit such assets have been transferred and showing separately the respective contributions by the Employer and by the Participants and the current value of the assets attributable thereto. Upon receipt of such assets and instructions the Oklahoma Municipal Retirement Fund shall thereafter proceed in accordance with the provisions of the Fund.

9.5 Rollover Contributions: A Participant who is or was entitled to receive an eligible rollover distribution, as defined in Code Section 402(c)(4) and Treasury Regulations issued thereunder, from a qualified plan described in Section 401(a) or 403(a) of the Code (including after-tax employee contributions), an annuity contract described in Section 403(b) of the Code (including after-tax employee contributions, or an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account may elect to contribute all or any portion of such distribution to the Trust directly from such qualified plan, annuity contract or eligible plan, or within 60 days of receipt of such distribution to the Participant. Rollover Contributions shall only be made in the form of cash, or, if and to the extent permitted by the Employer with the consent of the Trustee, promissory notes evidencing a plan loan to the Participant; provided, however, that Rollover Contributions shall only be permitted in the form of promissory notes if the Plan otherwise provides for loans.

The Committee shall develop such procedures and require such information from Participants as it deems necessary to ensure that amounts contributed under this Section 9.5 meet the requirements for tax-deferred rollovers established by this Section 9.5 and by Code Section 402(c). No Rollover Contributions may be made to the Plan until approved by the Committee.

If a Rollover Contribution made under this Section 9.5 is later determined by the Administrator not to have met the requirements of this Section 9.5 or of the Code or Treasury regulations, then, within a reasonable time after such determination is made, the amounts then held in the Trust attributable to such Rollover Contribution shall be distributed to the Employee.

A Participant's Rollover Contributions Account shall be subject to the terms of the Plan except as otherwise provided in this Section 9.5.

Notwithstanding any other provision of this Section 9.5, the Employer may direct the Trustee not to accept Rollover contributions.

9.6 Transfer to Other Qualified Plans: The Employer, by written direction to the Oklahoma Municipal Retirement Fund, may transfer some or all of the assets held under the Fund to another plan or trust meeting the requirements of the Code relating to qualified plans and trusts. In the case of any merger or consolidation with, or transfer of assets and liabilities to, any other plan, provisions shall be made so that each Participant in the Plan on the date thereof (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately prior to the merger, consolidation or transfer (if the Plan had then terminated).

9.7 Rollover to Another Plan or IRA:

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

(b) Definitions: For purposes of this Section 9.7, the following definitions shall apply:

(i) "Eligible Rollover Distribution": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer Stock); and any distributions attributable to a hardship. With respect to distributions made after December 31, 2001, for purposes of the direct rollover provisions in Section 9.7 of the Plan, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Section 408(a) or (b) of the Code or, effective for distributions on or after January 1, 2008, a Roth individual retirement account or annuity described in Section 408A of the Code, or (ii) a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) **“Eligible Retirement Plan”**: An “Eligible Retirement Plan” is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified plan described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan; or, effective January 1, 2008, a Roth IRA described in Code Section 408A(b), that accepts the Distributee’s Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or a Participant’s surviving Beneficiary, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Section 408(a) or 408(b) (“IRA”) that is established on behalf of the designated Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(ii). Further, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(iii) **“Distributee”**: A “Distributee” includes a Participant or former Participant. In addition, the Participant’s spouse or former Participant’s surviving spouse or surviving Beneficiary (effective January 1, 2007) and the Participant’s or former Participant’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

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

9.8 Requirements for Rollover by Individuals: An Employee (whether or not a Participant under this Plan), who, as a result of a termination of another plan qualified under Section 401(a) of the Code, a termination of employment, disability or attainment of age 59½ years, has had distributed to him his entire interest in a plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the “Other Plan”) may, in accordance with procedures approved by the Committee, transfer all or any part of the distribution received from the Other Plan to the Trustees under this Plan, provided the following conditions are met:

(a) the transfer occurs on or before the 60th day following his receipt of the distribution from the Other Plan, or, if such distribution had previously been deposited in an individual retirement account (as defined in Section 408 of the Code), the transfer occurs on or

before the 60th day following his receipt of such distribution, plus earnings thereon from such individual retirement account;

(b) the distribution from the Other Plan qualifies as a lump sum distribution within the meaning of Subsection 402(e)(4)(A) of the Code or is a result of a termination of another plan qualified under Section 401(a) of the Code; and

(c) the amount transferred shall not exceed the distribution he received from the Other Plan, less the amount, if any, considered contributed by him in accordance with Subsection 402(e)(4)(D)(i) of the Code, plus earnings thereon during the period, if any, in which the amount was held in an individual retirement account.

9.9 Transfers From Another Qualified Plan:

(a) With respect to an Employee (whether or not a Participant under this Plan), who has an undistributed account balance in another plan which meets the requirements of Section 401(a) of the Code (hereinafter referred to as the "Other Plan"), the Committee may, in its sole discretion, approve a direct transfer of such account balance from the Other Plan to the Trustees under this Plan.

(b) If the Plan receives a direct transfer (by merger or otherwise) of elective contributions (or amounts treated as elective contributions) under a plan with a Section 401(k) arrangement, the distribution restrictions of Sections 401(k)(2) and (10) of the Code continue to apply to those transferred elective contributions.

9.10 Procedures: With respect to transfers under either Section 9.8 or 9.9 herein, the Committee shall develop such procedures, and may require such information from an Employee or the fiduciaries of the Other Plan desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet requirements of this Article and the law. Upon approval by the Committee, the amount transferred shall be deposited in the Trust Fund and shall be credited to a Rollover Account established in the Employee's name. Such Account shall be 100% vested in and nonforfeitable by the Employee, shall share in increases and decreases thereon determined in accordance with the Plan, but shall not share in Employer Contributions or Forfeitures. Upon termination of employment, the total amount of Employee's Participant Rollover Account shall be distributed as part of his Benefit.

ARTICLE X.
Administration

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

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

(1) to delegate to, specify, direct, and supervise the performance of duties of the Authorized Agent, as the agent of the Employer and Committee in matters relating to the Plan, the Fund, and the Oklahoma Municipal Retirement Fund, including but not limited to, the duties set forth below in Subsection 10.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 10.1(a);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Benefit under the Plan. The Committee may adopt such rules, regulations and actuarial tables as it deems necessary or desirable to administer the Plan. All such rules,

regulations and decisions shall be uniformly and consistently applied to all Employees in similar circumstances.

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

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

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

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

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

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

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

(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and

(6) to file at the direction of the Committee a petition or nomination, and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.

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

10.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust Indenture establishing The Oklahoma Municipal Retirement Fund, or unless required by the Employer for any persons or organizations engaged in the

administration of the Plan. If such a bond is required by law, the Trustees or the Employer, the premiums therefor shall be paid as expenses of the Oklahoma Municipal Retirement Fund as to its members, agents, employees, Municipal Retirement Fund, or as expenses of the Employer as to the administration of the Plan. Any agents, officials or Employees of the Employer engaged in the administration of the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

10.3 Benefit Payments: All benefits are to be paid pursuant to the provisions of the Plan out of the applicable portion of the Oklahoma Municipal Retirement Fund.

10.4 Abandonment of Benefits:

(a) If, anytime following the date either of a Participant or Beneficiary of a deceased Participant becomes entitled to receive any non-deferred benefits under the Plan, then, if the whereabouts of such Participant or Beneficiary is unknown, the benefits may be forfeited in certain limited circumstances as provided hereafter. If the Committee has mailed to the Participant or Beneficiary notice of the present right to receive benefits, and the Committee mails such notice again after one year, then, if no claim has been received by the second anniversary of the first mailing of the notice, the Accounts representing unclaimed Benefits (including those holding Employee contributions) can be forfeited pursuant to Section 5.4 herein.

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

(c) In the event that the whereabouts of a lost Participant, or lost Beneficiary of a deceased Participant, ever becomes known to the Committee, and either of such parties makes a claim for benefits, the Committee shall, if the Plan is in existence, reinstate any Benefits which have been previously forfeited to satisfy such claim; provided, the amount reinstated shall, in any event, be equal to the amount of the forfeited benefit unadjusted by any increases or decreases under Section 5.6 herein occurring after such forfeitures were allocated. Reinstated Forfeitures shall be satisfied from the following sources in the priority indicated: (i) unallocated Forfeitures, (ii) unallocated Fund increases, or (iii) Employer contributions which the Employer shall make if necessary to satisfy such reinstatement. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

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

ARTICLE XI.

General

11.1 **USERRA:** Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. A Participant returning from military service shall not be entitled to catch-up on Pick-Up Contributions missed during such military service.

11.2 **Not Contract Between Employer and Participant:** Neither the creation of this Plan, nor any amendment to it, nor the creation of any fund, nor the payment of benefits hereunder shall be construed as giving any legal or equitable right to any Participant against the Employer or against the Oklahoma Municipal Retirement Fund, except as provided herein, and all liabilities under this Plan shall be satisfied, if at all, only out of the Fund held by the Oklahoma Municipal Retirement Fund. Participation in the Plan shall not give any Participant any right to be retained in the employ of the Employer, and the Employer hereby expressly retains the right to hire and discharge any Participant at any time with or without cause, as if this Plan had not been adopted, and any such discharged Participant shall have only such rights or interests in the Fund as may be specified herein.

11.3 **Payment of Fees:** The Employer shall pay a fee in an amount determined and revised from time to time by the Oklahoma Municipal Retirement Fund.

11.4 **Governing Law:** The validity, construction and administration of this Plan shall be determined under the laws of the State of Oklahoma.

11.5 **Counterpart Execution:** This Plan may be executed in two or more counterparts, as may be all amendments thereto be executed, and any one of the executed copies shall be deemed an original.

11.6 **Severability:** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Plan.

11.7 **Spendthrift Provisions:** Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other support of a spouse or former spouse, or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Fund shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. The preceding provisions shall not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, and does not preclude the Oklahoma Municipal

Retirement Fund from complying with a court order requiring deduction from the benefits of a Participant in pay status for alimony and support payments.

11.8 Maximum Duration: Nothing herein shall be construed to suspend the power of alienation or prevent the vesting of the interest of any person in the Plan for a longer period than the duration of the lives of the designated Beneficiaries of a particular interest therein in being at the time such designation becomes irrevocable, plus twenty-one (21) years; if any provisions shall be held to violate a rule or law against restraints on alienation or remote vesting, the Plan shall not be vitiated thereby, but the Plan, or the portion of the Plan thus affected, shall immediately be distributed to those entitled as their interest shall then appear.

11.9 Number and Gender: Pronouns and other similar words used herein in the masculine gender shall be read as the feminine gender where appropriate; pronouns and other similar words used herein in the neuter gender shall be read as the masculine or feminine gender where appropriate; and the singular form of words shall be read as the plural where appropriate.

11.10 Compensation and Expenses of Administration: If a Trustee, a member of Oklahoma Municipal Retirement Fund, or a member of the Committee is an Employee of the Employer, he shall serve without any additional compensation. The Employer may pay all or part of the expenses of administration of the Plan, including the compensation and expenses of the Trustee, and any other expenses incurred at the direction of the Oklahoma Municipal Retirement Fund, including, without limitation, fees of actuaries, accountants, attorneys, investment managers, investment advisors and other specialists, and any other costs of administering the Plan. To the extent that any of such expenses are not paid by the Employer, such expenses shall be paid by the Oklahoma Municipal Retirement Fund out of the Fund. In addition, the Plan or Trustees shall be authorized to charge to a Participant's Account any direct expenses it incurs in connection with such Account, which shall include by example, and not by limitation, expenses resulting from a Participant's QDRO, bankruptcy or default on a Plan loan, and expenses incurred in attempting to locate a Participant. Trustees shall have the power under this Section in their sole discretion to determine the items and amounts thereof which should equitably and reasonably be charged to a particular Account. If such charges exceed the balance in a Participant's Accounts, the excess shall be charged to the general Trust Fund.

11.11 Supersession of Inconsistent Provisions: The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

11.12 Mistake of Fact: All contributions to the Plan are made subject to the correctness of the amount. In the event a contribution is made to the Plan and Trust by the Employer under a mistake of fact concerning the correctness of such contribution, then the Oklahoma Municipal Retirement Fund shall return such portion of such contribution which is in excess of the amount that would have been contributed had there not occurred a mistake of fact within one year after the payment of the contribution to the Oklahoma Municipal Retirement Fund.

In the case of amounts returned pursuant to this Section 11.12, no earnings attributable to such amounts may be returned to the Employer, but losses attributable thereto shall reduce the amount returned, and no such return shall reduce the balance of any Participant's Municipality

Contribution Accounts to less than the balance which would have been credited thereto had such amount not been contributed.

11.13 **Written Notices:** Any reference herein to written notices or documents or notices or elections in writing shall be deemed to include any method of communication acceptable to the Oklahoma Municipal Retirement Fund, and subject to applicable requirements of Treas. Reg. Section 1.401(a)-21.

IN WITNESS WHEREOF, and as conclusive evidence of the adoption of the foregoing instrument comprising the Plan, the Oklahoma Municipal Retirement Fund, has caused its corporate seal to be affixed hereto and these presents to be duly executed in its name and behalf by its proper officers thereunto authorized this 17th day of December, 2021.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Dodson

By Robert Bank
Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 17 day of December, 2021, personally appeared Donna Dodson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument as its Chairperson and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year last above written.

[Signature]
Notary Public
My Commission No.: 21012746

My Commission Expires:
09/27/2025

(NOTARY SEAL)



OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN

AMENDMENT FOR CARES ACT

ARTICLE 1
PREAMBLE; DEFINITIONS

- 1.1 **Adoption of Amendment.** The Document Provider, on behalf of the Employer, hereby adopts this Amendment to the Employer's Plan to implement provisions of the Act which affect the Plan. All references to the Plan include the Plan's loan program, policy, or procedure to the extent applicable.
- 1.2 **Superseding of inconsistent provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** This Amendment is intended as good-faith compliance with the requirements of the Act, and is to be construed in accordance with guidance issues thereunder, regardless of when such guidance is issued. Except as otherwise provided in this Amendment, any Article or Section reference in this Amendment refers only to this Amendment and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment and does not relate to the Plan article, section, or other numbering designations.
- 1.4 **Effect of restatement of Plan.** If the Employer restates the Plan then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (e.g., if the Plan is restated onto a plan document which incorporates these provisions).
- 1.5 **Definitions.** Except as otherwise provided in this Amendment, terms defined in the Plan will have the same meaning in this Amendment. The following definitions apply specifically to this Amendment:
- A. The "Act" is the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act. This Amendment shall be interpreted and applied to comply with the Act.
- B. A "Qualified Individual" means any individual who meets one or more of the criteria described in paragraphs (1), (2), (3), or (4). Participants, alternate payees and beneficiaries of deceased participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual's certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary. In applying the criteria, "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019; "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and a "member of the individual's household" means someone who shares the individual's principal residence. The criteria are as follows:
- (1) The individual was diagnosed with COVID-19 by an approved test;
 - (2) The individual's spouse or dependent (as defined in Code §152) was diagnosed with COVID-19 by an approved test;
 - (3) The individual has experienced adverse financial consequences because: (a) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19; (b) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19; (c) A business owned or operated by the individual, the individual's spouse, or a member of the individual's household closed or reduced hours due to COVID-19; or (d) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or
 - (4) The individual satisfies any other criteria determined by the Treasury or the IRS.

- 1.6 **Adoption by Document Provider.** The Document Provider hereby adopts this Amendment on behalf of all of the Document Provider's plans adopted by its adopting employers. The adoption by the Document Provider becomes applicable with respect to an Employer's Plan on March 27, 2020 (or, if later, the Effective Date of the Plan), unless the Employer individually adopts this Amendment, or an alternative amendment, prior to the expiration of the remedial amendment period relating to this Amendment. The Document Provider means the Sponsor of a Prototype Plan or Volume Submitter Practitioner of a Volume Submitter Plan as defined in Rev. Proc. 2013-22 or 2015-36, or the Provider of a Pre-approved Plan, as defined in Rev. Proc. 2017-41. References to the Document Provider's plans or to pre-approved plans refer to the Prototype Plans, Volume Submitter Plans, and/or Pre-approved Plans sponsored by the Document Provider for use by adopting employers, as the case may be, except as limited in Section 2.1.

ARTICLE 2 IDENTIFYING INFORMATION; EMPLOYER ELECTIONS

- 2.1 **Application to Document Provider plans:** This Amendment will apply to all preapproved plans (including Prototype and Volume Submitter plans) of the Document Provider except the following: Defined Benefit Plans.
- 2.2 **Relief for Qualified Individuals.** The Plan provides all of the following relief for Qualified Individuals: (1) Coronavirus-Related Distributions described in Article 3, (2) increased loan limits described in Section 4.2, (3) the loan repayment extension described in Section 4.3.
- 2.3 **RMD waivers for 2020.** The provisions of Section 5.2 apply and a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD **will not** receive the distribution unless the Participant or Beneficiary chooses to receive the distribution.
- 2.4 **Effective Date.** This Amendment is effective March 27, 2020 (or as soon as practical thereafter).

ARTICLE 3 CORONAVIRUS-RELATED DISTRIBUTIONS

- 3.1 **Coronavirus-Related Distribution(s).** A Qualified Individual may take one or more Coronavirus-Related Distributions. The provisions of this Section will apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.
- 3.2 **Repayment of distribution.** If the Plan permits a Participant to make rollover contributions, then a such a Participant who received a Coronavirus-Related Distribution (from this Plan and/or another eligible retirement plan as defined in Code §402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the Plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.
- 3.3 **Definition of Coronavirus-Related Distribution.** A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code §414(b), (c), (m), or (o), shall not exceed \$100,000. The Coronavirus-Related Distributions from the Plan to a Qualified Individual will not exceed the amount of the individual's vested account balance.

ARTICLE 4 PARTICIPANT LOAN RELIEF

- 4.1 **Application.** This Article 4 will apply only if the Plan permits participant loans.

- 4.2 **Increased loan limit.** Notwithstanding the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" for "\$50,000," and by substituting "100% of the present value of the nonforfeitable accrued benefit of the employee under the Plan" for "one-half of the present value of the nonforfeitable accrued benefit of the employee under the Plan" (or its equivalent).
- 4.3 **Extension of certain repayments.** If a Qualified Individual has an outstanding loan from the Plan on or after March 27, 2020, then: (1) if the date for any repayment of such loan occurs during the Suspension Period, the due date is extended for the Extension Period; (2) the due date of the loan will be extended by the Extension Period; (3) the Plan will adjust any subsequent repayments to reflect the extension of the due date and any interest accrued during the Suspension Period; and (4) the Plan will disregard the Extension Period in determining the 5-year period and the loan term under Code §72(p)(2)(B) or (C). The Suspension Period will begin March 27, 2020 and end December 31, 2020. The Extension Period will be one year. The provisions of this Section 4.3 will be applied in accordance with Section 5.B. of Notice 2020-50, or any subsequent applicable guidance, and the adjustment described in (3) may reflect the "safe harbor" described therein.

**ARTICLE 5
WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS (RMDs)**

- 5.1 **Application.** The definitions in Section 5.3 will apply in interpreting Section 2.4.
- 5.2 **Waiver; default provision.** Notwithstanding the provisions of the Plan relating to RMDs, a Participant or Beneficiary who would have been required to receive 2020 RMDs, and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) Extended 2020 RMDs will not receive those distributions unless the Participant or Beneficiary chooses to receive the distributions, and a Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. If the Plan permits a Beneficiary of a deceased Participant to make the election to use the 5-year rule or the life expectancy rule, the deadline to make the election may be extended to reflect the adoption of Code §401(a)(9)(I).
- 5.3 **Definitions.** "RMDs" means required minimum distributions described in Code §401(a)(9). "2020 RMDs" means required minimum distributions the Plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code §401(a)(9)(I). "Extended 2020 RMDs" means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, or for a period of at least 10 years.
- 5.4 **Installment payments.** A Participant or Beneficiary receiving payment of 2020 RMDs or 2020 Extended RMDs pursuant to this Article 5 may receive them in any method (including installments or partial distributions) which would have been permitted under the terms of the Plan if the amounts would have been RMDs but for the enactment of Code §401(a)(9)(I).

* * * * *

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN

Document Provider Name: McAfee & Taft A Professional Corporation

By: *John G. Pappalardo*
(Authorized signer for Document Provider)

The Document Provider executed this Amendment this 24th day of October, 2024.

This Amendment is in accordance with Resolution 2020-2 as approved by the Oklahoma Municipal Retirement Fund Board of Trustees on the 24th day of April, 2020.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: *Tom Foster*
Title: Board Chair

Attest: *[Signature]*
Secretary
SEAL
Bob Pank
OKLA. CHIEF

MINUTES
BOARD OF CITY COMMISSIONERS
REGULAR MEETING
APRIL 13, 2026

The Board of City Commissioners met in a regular meeting on April 13, 2026, in the Council Chambers, 113 N. Elm Street, Sallisaw. Notice of the meeting was given by emailing to Sequoyah County Times; emailing KXXMX; by posting at city hall on April 10, 2026, at 10:45 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,	Mayor Member, Ward 1 Member, Ward 2 Member, Ward 3
Members absent:	Brad Hamilton	Member, Ward 4
Staff present:	Brian Heverly, Kim Jamison, Robin Haggard, Kayle Griffin, Keith Miller, George Bormann, Ben Spyres, Chris Carter, Christian Sizemore, Joe Lufkin, James Williams,	City Manager City Clerk Director of Finance Chief Accountant Community Development Director Economic Development Director Computer Technician Senior Code Inspector Network Director Patrolman Patrolman

Others present: Lynn Adams; Janet Baldwin; Lisa Mannon; Shawn Mannon; Jerry Powell; Angela Powell; Darrell Rudewick; Brenda Rudewick; Janice Reeves; James Baze; Sherry Cheek; Jim Cheek; Julie Becker; Debbie Phillips; Gladis Garcia; Jack Jamison; Monte Huff; Lisa Floyd; Vince Edwards; R. Bush; Janet Rittenberry; Tracie Hall; Stephen Thompson; Tonya Smith; David Smith; Pamela Gay; Philip Gay; Ron McAlister; Destiny Gourd; Barbara Whitmore; Amy Harris; Joe Cartwright; Jill Theodg; Chuck Clark; 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. Pledge of Allegiance

The City Manager led everyone present in the Pledge of Allegiance.

4. Installation of Marley Abell, Mayor, and John Owens, Chief of Police

Municipal Judge Grant swore in Marley Abell as Mayor. District Judge Waters swore in John Owens as Chief of Police.

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

None.

6. Consent agenda

a Possible action on minutes of regular meeting of March 9, 2026, and special meeting of March 24, 2026

b Possible action on Invoice Paid Report for March 2026

Motion was made by Moody, seconded by Mendiola, for approval of the consent agenda. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

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

None.

8. Recognize retiree Steve Padgett and Terry Franklin

The City Manager spoke of Steve Padgett's service to the City. Mr. Padgett was not able to be at the meeting. He then presented Chief Franklin with a retiree watch and spoke of his service to the City. Chief Franklin then spoke a few words to those present.

9. Discussion and possible action on staff's request to reinvest the Cemetery Certificate of Deposit with Local Bank for 245 Days at 4.05% Interest

Motion was made by Mendiola, seconded by Moody, for approval of staff's request to reinvest the Cemetery Certificate of Deposit with Local Bank for 245 days at 4.05% interest. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

10. Discussion and possible action on staff's request to reinvest the Sallisaw Reserve Certificate of Deposit with Local Bank for 245 days at 4.05% Interest

Motion was made by Mendiola, seconded by Moody, for approval of staff's request to reinvest the Sallisaw Reserve Certificate of Deposit with Local Bank for 245 days at 4.05% interest. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

11. Discussion and possible action to cast Official Ballot for Brady Moore, City Manager, Stillwater, Cody Roe, City Manager, and Michael Shannon, City Manager, Guymon, for three (3) positions on the Board of Trustees of the Oklahoma Municipal Assurance Group (OMAG); each for three (3) year terms commencing on July 1, 2026

Motion was made by Moody, seconded Mendiola, to accept the nominations. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

12. Discussion and possible action on Ordinance No. 2026-04; *An Ordinance Amending Chapter 14, Article 1, Section 14-103 of the Sallisaw Code of Ordinances by Repealing Section 14-103 of Chapter 14, Article 1 and Adopting and Enacting a New Section 14-103 of Chapter 14, Article 1 to the Sallisaw Code of Ordinances and Declaring an Emergency (Abandoned airplanes)*

Motion was made by Moody, seconded by Bailey, for approval of Ordinance 2026-04. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. Motion was made by Moody, seconded by Bailey, for approval of the emergency clause. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

13. Discussion and possible action on Ordinance No. 2026-05; *An Ordinance Amending the Code of Ordinances by Adopting and Adding Section 82-207 to Article V of Chapter 82, and Declaring an Emergency (manufactured homes)*

Motion was made by Mendiola, seconded by Moody, for approval of Ordinance 2026-05, striking Section 82-207, d (1). Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0. Motion was made by Mendiola, seconded by Moody, for approval of emergency clause. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

14. Discussion and possible action on Planning Commission Case No. PC2026-002; rezoning request from One-Family Residence District (R-1) to Highway Commercial and Commercial Recreation District (C-4) by Billy McHenry and Patty McHenry, and Ordinance No. 2026-06; *An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency*

Motion was made by Bailey, seconded by Moody, for approval of Planning Commission Case No. PC 2026-002 and Ordinance 2026-06. Vote: Bailey aye; Moody aye; Mendiola aye; Martens aye. Motion carried 4-0. Motion was made by Bailey, seconded by Moody, for approval of emergency clause. Vote: Bailey aye; Moody aye; Mendiola aye; Martens aye; Motion carried 4-0.

15. Discussion and possible action on Ordinance 2026-07; *An Ordinance Amending Chapter 18, Article III, Section 18-64 of the Sallisaw Code of Ordinances by Repealing Section 18-64 of Chapter 18, Article III and Adopting and Enacting a New Section 18-64 of Chapter 18, Article III to the Sallisaw Code of Ordinances, and Declaring an Emergency (Installations; adoption of National Electrical Code)*

Motion was made by Moody, seconded by Mendiola, for approval of Ordinance 2026-07. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0. Motion was made by Moody, seconded by Mendiola, for approval of emergency clause. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

16. Discussion and possible action on Ordinance No. 2026-08; *An Ordinance Amending Chapter 18 Of The Sallisaw Code Of Ordinances By Adding Article XII; ADA Standards For Accessible Design By Adopting And Incorporating By Reference The Requirements Of Title III Of The Americans With Disabilities Act (ADA) And The Implementing Regulations At 28 C.F.R. Part 36; Establishing Local Accessibility Standards For Public Accommodations And Commercial Facilities; Providing For Enforcement; Providing For Severability; And Declaring An Effective Date (ADA)*

Motion was made by Mendiola, seconded by Bailey, for approval of Ordinance No. 2026-08. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

17. Discussion and possible action on Administrative Policy, 1.019.00; Americans with Disabilities Act (ADA) Complaint Policy and Procedures

Motion was made by Moody, seconded by Mendiola, for approval of Administrative Policy 1.019.00, ADA Complaint Policy and Procedures. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0.

18. Review of the *Utility Rate Information and Idea Exchange Forum* held on March 26, 2026, as presented by the City Manager; and receive public comments concerning the *Utility Rate Information and Idea Exchange Forum* from Forum attendees (a two (2) minute time limit will be allowed for those speaking regarding the Forum)

The City Manager gave an overview of the Utility Rate Information and Idea Exchange Forum that was held on March 26, 2026.

19. Hear from Mr. Shawn Rolston regarding reducing electric rates/utility bills; discussion and possible direction staff

Melissa Mannon, a resident of Sallisaw, expressed serious concerns regarding recent electricity rate increases. She stated that the higher costs are placing significant financial strain on residents, particularly those on fixed incomes, forcing difficult choices between essential needs such as utilities, food, and medication.

Ms. Mannon emphasized that many residents are living in fear of receiving unaffordable utility bills and are reducing usage to unsafe levels, even when relying on critical medical equipment. She raised concerns about the potential health and safety impacts on vulnerable populations, including seniors, during extreme summer temperatures.

She also shared anecdotal experiences of residents facing utility shutoffs due to inability to pay and noted that Social Security increases are insufficient to offset rising costs. Ms. Mannon urged city officials to reconsider the rate increases and seek solutions that better support the community, particularly its elderly and disabled residents.

Mr. Rolston addressed the Council regarding concerns over rising electric rates and emphasized that policy decisions have significant impacts on the community. He encouraged city leadership to approach decision-making thoughtfully and with consideration for residents' well-being.

The speaker expressed appreciation for the opportunity for public input and for allowing open discussion at meetings. He referenced prior questions posed to city leadership and encouraged further evaluation of decision-making criteria.

He proposed that the City explore alternatives to address utility costs, including renegotiating its power agreement with the Grand River Dam Authority (GRDA) and considering development of a local power generation facility. He suggested such a project could potentially reduce costs, generate revenue, and support economic growth. He also

mentioned possible federal funding opportunities through rural energy programs.

Additionally, the speaker discussed the potential role of tribal governments, including the Cherokee Nation, in energy production and encouraged collaboration if the City does not pursue alternative solutions.

He concluded by urging the Council to prioritize residents' interests, address rising utility costs, and consider long-term solutions to benefit the community.

20. Discussion and possible action on audit engagement letters with Jana A. Walker CPA, PLLC of Woodward, Oklahoma, for Fiscal Year 2026 audit services and landfill calculations

Motion was made by Moody, seconded by Bailey, for approval of audit engagement letters allowing Jana A. Walker to complete the FY 26 audit and landfill calculations. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

21. Discussion and possible action on Letter of Engagement for Professional Services with RS Meacham, CPA's and Advisors, Clinton, Oklahoma, for Consulting Services Related to Financial Matters of the City of Sallisaw

Motion was made by Mendiola, seconded by Moody, for approval of engagement letter with RS Meacham. Vote: Mendiola aye; Moody aye; Bailey aye; Martens aye. Motion carried 4-0.

22. Discussion and possible action on Purchase Order No. 108511, issued to Techline, Inc. of Texas, in the amount of \$34,311.30 for the purchase of various sized electric poles

Motion was made by Moody, seconded by Bailey, for approval of Purchase Order No. 108511 issued to Techline, Inc. of Texas in the amount of \$34,311.30. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

23. Discussion and possible action on Purchase Order No. 108512, issued to Phillips Construction of Sallisaw, Oklahoma, in the amount of \$28,640.00, for the construction of a building pad at the Sallisaw Animal Care Facility

Motion was made by Moody, seconded by Bailey, for approval of Purchase Order No. 108512 in the amount of \$28,640.00. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0.

24. Receive update on economic development and grant activities

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

25. Receive update on current and future projects

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

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

The Finance Director gave an update, for informational purposes only.

27. Administrative reports

- Announced the next board meeting scheduled for May 11.
- Reported that the “Spruce Up Sallisaw” cleanup initiative is underway, including ditch clearing, drainage work, and general city maintenance; volunteers are encouraged to participate, including events associated with Keep Oklahoma Beautiful and activities at Brushy Lake.
- Noted that Diamond Days has expanded to a two-day event (May 1–2).
- Advised that water customer contract renewals have been distributed, with proposed rate adjustments based on CPI plus 1%.
- Reported the City is under a consent order related to elevated copper levels at the wastewater treatment plant; an engineering study is required to identify the source and potential solutions. Clarified that this issue does not affect drinking water.
- Provided updates on projects, including bidding for a soccer field basin liner and ongoing maintenance and repairs at the city pool, which is scheduled to open Memorial Day weekend; lifeguard hiring and training are in progress.
- Announced that online reservations for RV sites and city facilities will be available starting May 21.
- Reported that the DiamondNet rebranding project has been delayed due to financial considerations; revisions are underway with an expected rollout in June or July.
- Concluded with continued emphasis on citywide cleanup efforts and drainage improvements.

28. Discussion and possible action to convene in Executive Session for the purpose of conducting the review of the performance of and contract negotiations with the City Manager, as Authorized by Title 25 O.S., § 307 (B) (1) (2)

Mr. Pace was not able to be present at the meeting and gave his recommendation for Executive Session to the City Manager by telephone prior to the meeting. Motion was made by Moody, seconded by Bailey, to convene in Executive Session. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. Mayor Martens asked that Mayor Elect Abell join the session. Executive Session began at 7:17 p.m.

29. Motion to reconvene to Regular Session

Motion was made by Moody, seconded by Bailey, to reconvene back to Regular Session. Vote: Moody aye; Bailey aye; Mendiola aye; Martens aye. Motion carried 4-0. Regular Session reconvened at 7:49 p.m.

30. Possible action or direction pursuant to Executive Session

Motion was made by Mendiola, seconded by Bailey, to proceed as discussed to address in May. Vote: Mendiola aye; Bailey aye; Moody aye; Martens aye. Motion carried 4-0.

31. Recognize Ernie Martens for his service to the community during his tenure as Mayor

The City Manager presented Mayor Martens with a Certificate of Appreciation for his service to the community.

32. Adjourn

Motion was made by Moody, seconded by Mendiola, to adjourn the meeting. Vote: Moody aye; Mendiola aye; Bailey aye; Martens aye. Motion carried 4-0. The meeting ended at 7:53 p.m.

Approved this 11th day of May 2026.

Marley Abell, Mayor

ATTEST:

Kim Jamison, City Clerk

[SEAL]

CITY MANAGER EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the 11th day of May, 2026, by and between the **City of Sallisaw, Oklahoma, Sallisaw Municipal Authority, Sallisaw Library Authority, Sallisaw Economic Authority, and the Sallisaw Industrial Finance Authority** (hereinafter referred to as "City") and Brian Heverly (hereinafter referred to as "City Manager"), both of whom understand as follows:

WHEREAS, the purpose of this Agreement is to establish the terms and conditions under which the City would employ the City Manager; and,

WHEREAS, the City Manager has the required education, training, and experience in local government management; and,

WHEREAS, the City Manager commits to being a member of the International City/County Management Association (ICMA) and to comply with the ICMA Code of Ethics; and,

WHEREAS, the City wishes to employ the City Manager under the terms and conditions set forth in this Agreement; and,

WHEREAS, the City agrees that there shall, at all times while this Agreement is in effect, be sufficient funds budgeted and appropriated to pay all benefits the City Manager may be entitled to receive should this contract be fully performed, either by continued employment or termination.

THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: TERM

This Agreement shall become effective on the 1st day of July 2026, and shall remain in effect for **three (3) years until June 30, 2029**, at which time a new Agreement, with continuing terms and conditions, shall be included on the Consent Agenda for routine approval at the regular meeting of the Board of Commission in May prior to the end of the term.. The failure to obtain routine approval of a renewed Agreement, for the following term or an approved renegotiated Agreement, shall constitute a non-renewal and the City Manager, at his sole discretion, may elect to treat the non-renewal as a termination without cause which will activate the severance benefits portion of this Agreement, benefitting the City Manager.

SECTION 2: DUTIES

1. The City of Sallisaw, Oklahoma, and various public trusts created by the City of Sallisaw pursuant to Title 60 of the Oklahoma Statutes, to further the public interest of the community, hereby agree to employ the City Manager as City Manager of said City, to perform the functions and duties specified in the City Charter, Code of Ordinances, and applicable Oklahoma Statutes, and to perform other legally permissible and proper duties as the City Council may assign from time to time.

2. The City Manager shall perform high-level administrative, technical, and professional responsibilities in directing and supervising the administration of all departments of city government. The City Manager exercises supervision over all municipal employees, either

directly or through subordinate supervisors, and works under broad policy guidance and the direction of the City. Essential responsibilities of the position include, but are not limited to:

a. Manage and supervise all departments, agencies, and offices of the city to achieve goals within available resources; plan and organize workloads and staff assignments; review progress, and direct changes as needed.

b. Oversee personnel practices and provide direction, job performance evaluations, and discipline to subordinates in accordance with established policies.

c. Provide leadership and direction in developing short and long-range plans; gather, interpret, and prepare data for studies, reports, and recommendations; coordinate city activities with other departments and agencies as needed.

d. Provide professional advice to the City Council and Department Heads; make presentations to councils, boards, commissions, civic groups, and the general public.

e. Communicate official plans, policies, and procedures to the City Council, staff, and the general public.

f. Ensure that assigned areas of responsibility perform within budget; monitor revenues and expenditures to ensure sound fiscal control; and advise the City Council of financial conditions and current and future needs of the City.

g. Maintain harmony among workers and resolve grievances; assist subordinates in performing duties; pursue subordinate professional development; address errors and complaints in a professional and timely manner.

h. Appoint and remove all department heads and employees of the City following applicable guidelines of the personnel manual and other related policies and laws, except those appointed by the City Council or elected as provided in the Charter of the City of Sallisaw.

i. Create as necessary, review and update all City policies and/or Ordinances and provide any new documents and/or updates to the Board of Commissioners for approval.

j. Perform other duties of a similar or related nature as required.

SECTION 3: COMPLIANCE WITH APPLICABLE LAWS, CITY POLICIES AND ETHICS GUIDELINES

1. In performing the duties of the City Manager, the City Manager shall faithfully observe and comply with all applicable federal, state, and local laws and ordinances.

2. The City Manager shall abide by all established city policies unless they conflict with this Agreement, in which case this Agreement shall prevail.

3. If not already a member, the City Manager shall become a member of the International City/County Management Association (ICMA) within four months of the effective date of this Agreement and shall abide by the most current version of the ICMA Code of Ethics. To facilitate the role of City Manager, the City Manager shall also become a member of the City Management Association of Oklahoma (CMAO) within four months of the effective date of this Agreement.

SECTION 4: BASE SALARY, HEALTH INSURANCE AND OTHER BENEFITS

1. The City agrees to pay the City Manager an annual base salary of **\$135,000.00** for the effective period of this Agreement, except as adjusted by the council, and for each year thereafter unless modified as provided herein. Said annual base salary shall be paid on a bi-weekly basis.
2. During the term of this Agreement, the City Manager shall receive a percentage cost of living pay increase equal to any across-the-board cost of living increase provided for general employees of the City, with the exception of FY27 for which no COLA will be granted.
3. The City will provide a cell phone for official use.
4. The City agrees to pay 100% of the cost of health insurance for the City Manager. Costs of health insurance shall include health, gap, vision, dental, and life insurance as provided to other city employees. Additional supplemental policies, as offered to all city employees, shall be paid by the City Manager in full.
5. On July 1 of each year, the City Manager shall be granted one hundred sixty (160) hours of vacation (four weeks). The City Manager shall use a minimum of eighty (80) hours of vacation between the dates of July 1 and June 30 of the following year. All unused hours of vacation shall carry over to the next fiscal year and may accrue up to a maximum of 240 hours.
6. Upon approval of this contract and annually thereafter for the term of the contract, the City Manager shall be eligible for a signing/performance bonus of up to 3.5% of base salary as determined by the Board of Commissioners based on previous year's performance.
7. The City Manager shall be eligible for sick leave as provided for in the City of Sallisaw personnel policies. Upon resignation for the purpose of normal retirement, payment of sick leave hours shall be provided for as allowed in the City of Sallisaw personnel policies.
8. The City agrees to contribute to an Oklahoma Municipal Retirement Fund Defined Benefit retirement plan, on behalf of the City Manager and solely for his benefit, a sum that reflects a 13% contribution or equal to the contributions on behalf of City employees, whichever is greater.
9. The City agrees to contribute a sum equal to 5% of the City Manager's annual salary to the Oklahoma Municipal Retirement Fund City Manager Only plan for the City Manager. This shall be contributed by lump sum by the end of July of each year of the term of this contract.
10. The City agrees to furnish the City Manager with a laptop and other items needed to perform his duties as City Manager.
11. The City agrees to pay the City Manager the gross sum of Six Hundred Dollars (\$600.00), in advance, each month as a vehicle allowance. If the City Manager is required to travel outside a thirty (30) mile radius from Sallisaw City Hall, on official City business, the City Manager shall be reimbursed for mileage, at the current standard IRS rate for mileage reimbursement. The City Manager shall be responsible for all costs of maintenance and operation of his vehicle. The City Manager shall, at all times, maintain automobile liability insurance on any vehicle he uses for City purposes. Such insurance shall have coverage limits acceptable in the form and amount to the City

(100/300/100). The City Manager shall provide a certificate or evidence of such insurance to the City.

SECTION 5: HOURS OF WORK

It is expected that the City Manager will typically work during normal City Hall office hours. However, it is recognized that the City Manager must devote a great deal of time outside those normal office hours on business for the City. Accordingly, the City Manager may establish his own work schedule, subject to reasonable direction by the City Council. The City Manager is not eligible for overtime or paid compensatory hours and agrees to provide the City Council with timely reports of his activities on a regular basis.

SECTION 6: PROFESSIONAL DEVELOPMENT, DUES AND EXPENSES

1. The City agrees to budget and pay the professional dues for the City Manager's membership in the International City/County Management Association (ICMA) and the City Management Association of Oklahoma (CMAO). The City further agrees to pay the professional dues for the City Manager's membership in other municipal-related and civic organizations in which the City deems the City Manager's membership to be in the best interest of the City.

2. The City agrees to budget and pay the actual and necessary travel and attendance expenses of the City Manager for professional and official functions to adequately continue the professional development of the City Manager. These functions may include, but are not limited to, events held by the Sallisaw Chamber of Commerce, Oklahoma Municipal Management Services (OMMS), Sallisaw Lions Club, Oklahoma Municipal League (OML), International City/County Management Association (ICMA), City Management Association of Oklahoma (CMAO), Municipal Electric Systems of Oklahoma (MESO), National League of Cities (NLC), American Public Power Association (APPA), Grand River Dam Authority (GRDA), and other municipal or governmental groups the City of Sallisaw is involved in.

3. When attending functions of professional organizations, the City Manager shall notify the City of dates attending. As provided for in the City Charter, the City Manager shall name an acting City Manager when attending functions outside the State of Oklahoma.

SECTION 7: PERFORMANCE EVALUATION AND GOALS

The City shall review the performance of the City Manager, twice a year, in order to discuss goals for the City and the City Manager.

SECTION 8: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the City Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Manager may elect to accept limited teaching, consulting, or other business opportunities as long as such arrangements do not interfere with or cause a conflict of interest with the City Manager's responsibilities pursuant to this Agreement.

SECTION 9: TERMINATION

The Board of Commissioners may suspend or remove the City Manager at any time by majority vote of all of its members; provided, that the Board of Commissioners shall give the City Manager a written statement of the reason(s) for suspension or removal at least thirty days prior to the effective date of said suspension or removal; and shall, upon request, give the City Manager an opportunity for a public hearing thereon after the expiration of such notice.

SECTION 10: SEVERANCE PAY

In the event of termination of the City Manager's employment without cause, the City Manager shall be paid a severance package as follows:

1. Severance pay shall be paid in an amount equal to six (6) months' salary. Severance pay shall be based on the City Manager's current salary rate at the time of termination and shall begin immediately after the last day worked. If the City Manager is terminated, without cause, within ninety (90) days after new Sallisaw Board of Commission Commissioner(s) and/or Mayor is seated, then severance pay shall be paid in an amount equal to twelve (12) months' salary.
2. Severance pay shall be paid as lump sum payment or in bi-weekly installments, as determined by the City Manager within five (5) days of the last day worked.
3. Unused accrued vacation, as provided in Section 4.5 above, shall be paid to the City Manager at the current salary rate at the time of termination.

SECTION 11: INDEMNIFICATION AND SAVINGS CLAUSE

The City shall defend, save harmless, and indemnify the City Manager against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of and arising out of the course and scope of the City Manager's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of the duties or responsibilities of the City Manager, unless the act or omission involved willful or wanton conduct. Legal representation provided by the City for the City Manager shall extend until a final determination of the legal action, including any appeals brought by either party. The City shall indemnify the City Manager against any and all losses, damages, judgments, interest, settlements, fines, court costs, and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by the City Manager in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties and occurring within the course and scope of his employment. Any settlement of any claim must be made with the prior approval of the City in order for indemnification, as provided in this Section, to be available.

SECTION 12: BONDING

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance, and professional liability insurance.

SECTION 13: NOTIFICATIONS

City
City of Sallisaw
P.O. Box 25
Sallisaw, OK 74955

City Manager
On File

WITNESS WHEREOF, the City of Sallisaw has appropriated funds to satisfy the terms and conditions of this Agreement, the City approves such agreement and authorizes the Mayor and respective Chairmen to execute said Agreement, which shall be attested by the City Clerk and respective Secretaries. The City Manager has signed and executed this Agreement, which becomes effective commencing on the 1st day of July, 2026.

CITY OF SALLISAW, OKLAHOMA:

CITY MANAGER

By: _____
Marley Abell, Mayor

Brian Heverly

ATTESTED

[SEAL]

Kim Jamison, City Clerk

SALLISAW MUNICIPAL AUTHORITY

By: _____
Marley Abell, Chairman

ATTESTED

[SEAL]

Kim Jamison, Secretary

SALLISAW LIBRARY AUTHORITY

By: _____
Marley Abell, Chairman

ATTESTED

[SEAL]

Kim Jamison, Secretary

SALLISAW INDUSTRIAL FINANCE AUTHORITY

By: _____
Marley Abell, Chairman

ATTESTED

[SEAL]

Kim Jamison, Secretary

SALLISAW ECONOMIC AUTHORITY

By: _____
Marley Abell, Chairman

ATTESTED

[SEAL]

Kim Jamison, Secretary

APPROVED AS TO FORM:

Jordan Pace, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: Resolution 2025-15

ITEM TITLE: Discussion and possible action on Resolution 2026-05; *A Resolution Approving and Adopting the Publication of the Penal Ordinances with Supplements*

INITIATOR: City Clerk

STAFF INFORMATION SOURCE: City Clerk
City Attorney

BACKGROUND: Approval of Resolution 2026-05 will give the public notice of the current codification of ordinances of the City of Sallisaw, up to and including February 9, 2026; **Supplement No. 29**

EXHIBITS: 1. City.Resolution 26.05.Penal Ordinance

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Resolution 2026-05.

RESOLUTION 2026-05

A RESOLUTION APPROVING AND ADOPTING THE PUBLICATION OF THE PENAL ORDINANCES WITH SUPPLEMENTS

WHEREAS, 11 Oklahoma Statutes, Section 14-109, requires that each municipality shall publish penal ordinances and biannual supplements; and

WHEREAS, 11 Oklahoma Statutes, Section 14-110, requires that the municipality adopt a resolution notifying the public of the publication of the penal ordinances and biannual supplements and that a copy of the resolution be filed in the office of the County Clerk; and

WHEREAS, 11 Oklahoma Statutes, Section 14-110, requires that one copy of the permanent volume of ordinances and of the penal supplements be deposited in the County Law Library; and

WHEREAS, the City of Sallisaw, Oklahoma, has adopted and does hereby adopt the Sallisaw City Code, 2004, which includes all ordinances and parts of ordinances of a permanent and general nature passed prior to December 13, 2004 and in effect at the time such Code was adopted, and the City of Sallisaw, Oklahoma, has adopted numerous ordinances during the period of time from December 13, 2004, through February 9, 2026, which have now been placed into the loose-leaf Code of Ordinances of the City of Sallisaw.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA, AS FOLLOWS:

SECTION 1.

The public will take notice that the City of Sallisaw, Oklahoma, has adopted and published the Sallisaw City Code, 2004, and adopted and published supplements to the Sallisaw City Code, which code and supplements cover the Ordinances of the City of Sallisaw up to and including February 9, 2026.

SECTION 2.

That three copies of said Sallisaw City Code, as supplemented to February 9, 2026, are kept in the office of the City Clerk of the City of Sallisaw, Oklahoma, for public use, inspection and examination. The City Clerk also has copies of said Sallisaw City Code, as supplemented to February 9, 2026, for sale.

SECTION 3.

The Sallisaw City Code, as supplemented to February 9, 2026, may also be viewed online at www.sallisawok.org.

SECTION 4.

That a copy of this Resolution shall be filed in the office of the County Clerk of Sequoyah County, Oklahoma.

SECTION 5.

One copy of said Sallisaw City Code, as supplemented to February 9, 2026, shall be filed with the County Law Library, Sequoyah County Courthouse, Sallisaw, Oklahoma.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW, OKLAHOMA,
this 11th day of May, 2026.

CITY OF SALLISAW, OKLAHOMA

By: _____
MARLEY ABELL, Mayor

ATTEST:

KIM JAMISON, City Clerk

[S E A L]

Approved as to Form and Legality:

JORDAN PACE, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: Demolition of City Buildings

ITEM TITLE: Discussion and possible action on Purchase Order No. 108788, issued to Cullum Equipment Services, Inc. of Sallisaw, Oklahoma, in the amount of \$70,000.00 for the demolition and clean-up of the buildings at 111 N. Elm (old council chambers, civic center, former city hall/police dept offices)

INITIATOR: City Manager
Director - Community Development

STAFF INFORMATION SOURCE: Quotes

BACKGROUND: Approval will allow for demolition and removal of the buildings located at 111 N. Elm Street, which include the old council chambers, old city hall offices, and civic center. An asbestos test was conducted, and no asbestos was found.

EXHIBITS: 1. May Agenda Item - Old City Hall _ Civic Center Demo

KEY ISSUES: Buildings exhibit significant structural deterioration and safety hazards.

FUNDING SOURCE: GL #030-202-57711

RECOMMENDATION: Approval of purchase order no. 108788 in the amount of \$70,000.00 issued to Cullum Equipment Services, Inc.

CITY OF SALLISAW QUOTATION SHEET

Cost exceeds \$2,500, two quotations required.

Cost equals \$5,000 or more, three quotations required

****If you are quoting several items, attach list to this form** **Also attach all vendor quotes received****

VENDOR 1	VENDOR 2	VENDOR 3
Date of Quotation: 2/27/26	Date of Quotation: 3/26/2026	Date of Quotation: 5/1/26
Department Number:	Department Number:	Department Number:
Vendor Name / Number Jim Bray	Vendor Name / Number RTTC Const.	Vendor Name / Number Cullum ✓
Address	Address	Address
City	City	City
State Zip	State Zip	State Zip
Phone 479-769-0472	Phone 918-775-2464	Phone 918-775-2878
Item (s) Demolition Old City Hall and Old Civic Center	Item (s) Demolition Old City Hall and Old Civic Center	Item (s) Demolition Old City Hall and Old Civic Center
Quantity	Quantity	Quantity
Price each 125,000	Price each 91,544	Price each 70,000 ✓
Est. Freight	Est. Freight	Est. Freight
Total Cost \$ 125,000	Total Cost \$ 91,544	Total Cost \$ 70,000 ✓
Quote Expiration Date	Quote Expiration Date	Quote Expiration Date
Quotes Obtained By: KM/CC	Quotes Obtained By: KM/CC	Quotes Obtained By: KM/CC
GL Budget Line	GL Budget Line	GL Budget Line 930-202-57711
Purchasing Approval	Purchasing Approval	Purchasing Approval <i>[Signature]</i>
PO Number / Date:	PO Number / Date:	PO Number / Date: 108788, 5/4/26

Explain if only one quotation supplied:

Quote approved: *[Signature]*
(Purchasing Agent, Finance Director or City Manager)

Date: **5/4/26**

ESTIMATE

Jim Bray Plumbing
1012 W Clarks Chapel Rd
Greenwood, AR 72936-9166

jimbrayplumbing@gmail.com
+1 (479) 769-0472



Bill to
Keith Miller
City of Sallisaw

Estimate details

Estimate no.: 1260
Estimate date: 11/06/2025
Expiration date: 12/05/2025

#	Description	Qty	Amount
1.	This is a Quote to tear down buildings by the Police Department and Health Department in Sallisaw Oklahoma. The buildings and Slabs will be Removed. The City of Sallisaw has agreed to let the Contractor dump in the City Landfill at NO COST. The Contractor will dig up and cap sewer line for building. The City is responsible for disconnecting ALL utilities from the building.	1	\$125,000.00

Total \$125,000.00

Expiry date 12/05/2025

Accepted date

Accepted by

2/27/24

Spoke w/ Larry Williams quotes are still good.



466924 E 1055 Rd

Sallisaw Ok, 74955

918-774-2464

DATE: 3/26/2026
Quote

Customer
Name: City of Sallisaw
Address: 115 E Choctaw Ave, Sallisaw, OK 74955
Phone #: 918-775-6241

DESCRIPTION	AMOUNT
Demoing Civic Center	
Mobilization fee, job will require 2 excavators and a skid steer	\$3,000
Demoing and loading out civic center structure	\$20,000
Jackhammering and removing 11,712 sq ft of concrete under the civic center structure at \$4.50 per sq ft	\$52,704
6 dump trucks for 8 hours a day at \$110 per hours for 3 days	\$15,840

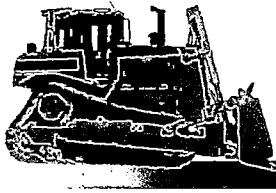
TOTAL: \$ 91,544

Terms and Conditions

1. Prices will be adjusted if job is completed sooner than quoted.
2. Customer will be billed after job is completed.

IF YOU HAVE ANY QUESTIONS ABOUT THIS QUOTE PLEASE CONTACT

RANDALL CAPPS. 918-774-2464. rttcconstruction@yahoo.com



CULLUM
EQUIPMENT SERVICES, INC

Custom Bid

Date	Estimate #
5/1/2026	22046

108329 S 4673 RD Sallisaw, OK 74955

Phone 918 775 2878 Cell 918-776-7042

City of Sallisaw
115 E. Choctaw
Sallisaw, OK 74955

Project	
Civic Center on Elm	

Description	Loads	Rate	Total
Removal of Civic Center building between Police Station and former post office on Elm Street. Haul all debris to City Landfill and clean up site		70,000.00	70,000.00

<i>* Recommend Per Haverly, 5/4/26</i>	Total	\$70,000.00 ✓
--	--------------	----------------------

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: In-Car Cameras and Body Worn Cameras

ITEM TITLE: Discussion and possible action on Purchase Order No. 108797, issued to Motorola Solutions, in the amount of \$63,500.75 for the 2nd year payment for the multiple in-car camera systems and body-worn cameras for the Police Department

INITIATOR: Chief of Police
Police Captain

STAFF INFORMATION SOURCE: Chief of Police
Captain Hutchinson
IT Director

BACKGROUND: This is for the 2nd year payment of the 23 M500 In-Car Systems and 33 V700 Body Cameras, 5 years of unlimited cloud storage, 5 years of no fault warranty, body camera unit refresh at year 3, 1 year of vigilant license plate reader services and commercial data, 3 access points with brackets, 23 in-car MikroTik units for upload to access points, one year of redcative (redaction) software and installation for the Sallisaw Police Department. This was approved on August 12, 2024 and the first payment to Motorola was in May 2025.

EXHIBITS: 1. Motorola Solutions

KEY ISSUES:

FUNDING SOURCE: FY26 General Fund, #010-201-55512; \$65,000.00 budgeted.

RECOMMENDATION: Approval of Purchase Order No. 108797, to Motorola Solutions, in the amount of \$63,500.75



QUOTE-2550085
 Sallisaw PD - (24 M500 / (33) V700
 VaaS

Billing Address:
 Sallisaw Police Department
 101 W Chickasaw Ave
 Sallisaw, OK 74955-0525
 US

Quote Date:03/04/2024
 Expiration Date:10/14/2024
 Quote Created By:
 Bryan Pike
 Regional Sales Manager
 Bryan.Pike@
 motorolasolutions.com
 4052267321

End Customer:
 Sallisaw Police Department
 K Hutchinson
 khutchinsonpd@salisawok.org
 9187754177

Contract: 36882 - WATCHGUARD-
 NASPO SW1057M
 Payment Terms:

Sallisaw Police Department Budgetary Quote
 (23) M500 In-Car Systems (33) V700 Body Cameras
 5 Years of Unlimited Cloud Storage
 5 Years of No Fault Warranty
 Body Camera Unit Refresh at Year 3
 1 Year Free of Vigilant License Plate Reader service and Commercial Data
 3 Access Points with brackets
 23 In-Car MikroTik units for upload to Access Points
 One Year of Redcative (redaction) Software
 Installation is included in this quote
 *Motorola Loyalty Discount

Line #	Item Number	Description	Qty	Term	Contract Price	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service								
1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	24	5 YEAR	\$13,500.00	\$10,800.00	\$259,200.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	Term	Contract Price	Sale Price	Ext. Sale Price	Refresh Duration
2	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - VIDEO-AS-A-SERVICE	2	5 YEAR	\$1,800.00	\$1,800.00	\$3,600.00	
3	PSV00S03898A	ON-SITE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$16,000.00	\$16,000.00	\$16,000.00	
4	SSV00S01450B	LEARNER LXP SUBSCRIPTION	3	5 YEAR	\$0.00	\$0.00	\$0.00	
5	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	24	5 YEAR	Included	Included	Included	
6	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS	24	5 YEAR	Included	Included	Included	
7	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	24		Included	Included	Included	3 YEAR
8	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	24	5 YEAR	Included	Included	Included	
9	SWV07S03593A	SOFTWARE ENHANCEMENTS	24	5 YEAR	Included	Included	Included	
10	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	24		Included	Included	Included	
11	WGB-0138AAS	VIDEO EQUIPMENT, V700 TRANSFER STATION	3		Included	Included	Included	
12	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	24		Included	Included	Included	
13	WGW00502	M500 EXTENDED WARRANTY	24	5 YEAR	Included	Included	Included	



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Line #	Item Number	Description	Qty	Term	Contract Price	Sale Price	Ext. Sale Price	Refresh Duration
14	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE, 5GHZANT	24		Included	Included	Included	
15	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	24		Included	Included	Included	
16	WGP02225-230-KIT2	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	24		Included	Included	Included	
17	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	24		\$110.00	\$0.00	\$0.00	
18	WGB-0153A	MIKROTIK WIFI KIT SECTOR AP	3		\$250.00	\$0.00	\$0.00	
19	WGP02614	V300, BATT, 3.8V, 4180MAH	3		\$99.00	\$0.00	\$0.00	
20	WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	24		\$650.00	\$850.00	\$20,400.00	
Video as a Service								
21	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	9	5 YEAR	\$4,140.00	\$3,312.00	\$29,808.00	
22	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS	9	5 YEAR	Included	Included	Included	
23	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	9		Included	Included	Included	3 YEAR
24	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	9	5 YEAR	Included	Included	Included	
25	SWV07S03593A	SOFTWARE ENHANCEMENTS	9	5 YEAR	Included	Included	Included	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	Term	Contract Price	Sale Price	Ext. Sale Price	Refresh Duration
26	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	9		Included	Included	Included	
27	WGB-0138AAS	VIDEO EQUIPMENT, V700 TRANSFER STATION	1		Included	Included	Included	
28	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	9		\$110.00	\$0.00	\$0.00	
Vigilant								
29	TT4150A	INVESTIGATIVE DATA PLATFORM - ANNUAL SUBSCRIPTION FOR UP TO 50 SWORN - STATE AND LOCAL	1		\$7,750.00	\$0.00	\$0.00	
30	DDN3420A	BASIC REMOTE SUPPORT FOR WG LPR LICENSE	1		\$500.00	\$0.00	\$0.00	
31	TT4131A	M500 BASIC LPR ANNUAL SERVICE FEE	24		\$550.00	\$0.00	\$0.00	
REDACTIVE								
32	WGP01092-700	REDACTIVE SINGLE USER LICENSE	1		\$4,995.00	\$4,995.00	\$4,995.00	
33	WGW00159-001	3 YEARS REDACTIVE SOFTWARE SUPPORT AND MAINTENANCE	1	3 YEAR	\$3,600.00	\$3,600.00	\$3,600.00	
34	Incentive	Motorola Loyalty Discount Expiration Date: 12/31/2024	1		-\$24,000.00	-\$24,000.00	-\$24,000.00	
Grand Total						\$313,603.00(USD)		



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Pricing Summary

	Payment Term	Upfront Sale Price	
Upfront Costs*			
		\$62,000.00	
Sub Total:		\$62,000.00	
	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee			
Video as a Service	Annually	\$63,500.75	\$63,500.75
Year 3 Subscription Fee			
Video as a Service	Annually	\$63,500.75	\$63,500.75
Year 4 Subscription Fee			
Video as a Service	Annually	\$62,300.75	\$62,300.75
Year 5 Subscription Fee			
Video as a Service	Annually	\$62,300.75	\$62,300.75
Sub Total:		\$251,603.00	
Incentive: REMOVED OUT OF YEAR ONE			-\$24,000.00
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$313,603.00

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Sallisaw Police Department Budgetary Quote
 (23) M500 In-Car Systems (33) V700 Body Cameras



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

5 Years of Unlimited Cloud Storage
5 Years of No Fault Warranty
Body Camera Unit Refresh at Year 3
1 Year Free of Vigilant License Plate Reader service and Commercial Data
3 Access Points with brackets
23 In-Car MikroTik units for upload to Access Points
One Year of Redcative (redaction) Software
Installation is included in this quote
*Motorola Loyalty Discount

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.
- Please refer to the ALPR Solution Attachment for further details



REDACTIVE VIDEO AND AUDIO REDACTION SOFTWARE SOLUTION DESCRIPTION

REDACTIVE is a video and audio redaction tool that automatically detects faces, people, vehicles, license plates, and small objects. It streamlines video redaction and saves time while compiling evidence for court, media requests, and complying with the Freedom of Information Act (FOIA).

Users can select any object in a video and REDACTIVE will scan the video for it, allowing the user to redact the object before or after the selection point, or throughout the entire clip. REDACTIVE also simplifies audio muting, letting users mute audio with a click and drag of the mouse.



Automated Face Detection

REDACTIVE automatically detects faces, people, vehicles, license plates, and small objects in video footage. This allows officers to quickly analyze footage for specific people or things, decreasing time spent manually redacting video instead of being in the field.

Intuitive Object Tracking

Officers can track specific individuals or objects throughout the video by selecting them at any point in the clip. REDACTIVE will scan forward and backward to find them, allowing officers to expedite the process of tracking, censoring, or highlighting certain objects or people throughout footage.

Simple, Selective Audio Muting

With REDACTIVE, distracting noises or an innocent bystander's voice can be muted simply by highlighting the area of the audio track with a click and drag of the mouse. Audio can be muted or replaced with an audible tone.



AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: Plat Presentation

ITEM TITLE: Discussion and possible action on Planning Commission Case No.PC2026-003; plat presentation of Jedio Estates by Rich Looper Construction, LLC

INITIATOR: Kelly Osburn, Osburn Land Surveying

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Rich Looper Construction, LLC, will present a plat of Jedio Estates, an addition to the City of Sallisaw, for consideration. The property is located on Pinto Ave. just East of Clydesdale. The intent is to construct a residential subdivision. The Planning Commission heard this item at their April 7th meeting, and recommended approval.

EXHIBITS: 1. PC2026-003 Application
2. 260309 Jedio Estates PRELIM EMAIL

KEY ISSUES: Plat was tabled at the March 3, 2026, Planning Commission meeting until lot sizes and easement changes were made.

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of the plat of Jedio Estates.

CASE # 7

PLANNING COMMISSION

APPLICATION FOR PLAT APPROVAL

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a district

Jedie Best
General Location Between Pinto st Arabian St
(Street Address, Legal Description and Acreage: Attach additional sheets if necessary)

Present Use of Property A2

Proposed Use of Property A2

Record Owner of Property Richard Cooper

If Applicant is other than owner, indicate interest: purchaser, lessee,
 agent for, _____ other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed [Signature] Address P.O. Box 1406
Phone 918-774-9458 Sallisaw, OK

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: [Signature] Date: 2-2-26

Present Zoning _____

Fee Receipt: _____ Requested: _____

PC Action: _____ Date: _____

City Action: _____ Date: _____

Ordinance No.: _____

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That we, Rich Looper Construction, LLC, being the sole owner of the fee simple and to the following described real estate by virtue of deed filed in Book 1750 at Page 64, situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

A 9.00-acre parcel of land, more or less, less public road right of ways and being subject to any easements of record, being situated in a part of the SE/4 NW/4 SE/4 and a part of the SW/4 NE/4 SE/4 of Section 30, Township 12 North, Range 24 East of the Indian Base and Meridian Sequoyah County, Oklahoma. The described parcel being created by Kelly Osburn, Oklahoma PLS #1628 on October 7, 2025. The basis of bearing for the described parcel is S00°08'06"W along the East line of the SE/4 and is more particularly described as:

Commencing at the SW Corner of said SE/4 NW/4 SE/4, said point being 1984.43 feet S89°53'24"W of the SE corner of the NE/4 SE/4; thence along the South line thereof N89°53'24"E 265.82 feet to the point of beginning; thence in line with and along an existing fence N08°16'59"E 259.15 feet to a fence angle corner post; thence along an existing fence N28°02'32"E 76.47 feet to a fence corner post; thence S89°25'37"E 20.54 feet to a set #3 rebar w/cap; thence N00°02'21"E 78.77 feet to a fence angle corner post; thence along and beyond an existing fence N04°06'24"E 259.13 feet to the North line of said SE/4 NW/4 SE/4; thence along the North line thereof and the North line of the SW/4 NE/4 SE/4 N89°55'57"E 455.69 feet; thence S15°13'38"E 684.09 feet to the South line of said SW/4 NE/4 SE/4; thence along said South line and the South line of said SE/4 NW/4 SE/4 S89°53'24"W 747.81 feet to the point of beginning.

have caused the same to be surveyed, staked and platted and have caused the same to be named and designated "Jedi Estates, an addition to the City of Sallisaw, Oklahoma." I hereby dedicate to the City of Sallisaw, its successors and assigns, all easements and streets as shown on this plat and do hereby guarantee clear title to all land that is dedicated for the purpose of providing an orderly development of the entire tract.

Owner- Richard Looper

STATE OF OKLAHOMA SS
COUNTY OF SEQUOYAH

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared Richard Looper, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

Notary

My Commission Expires:

(SEAL)

SURVEYOR'S CERTIFICATE

I, Kelly Osburn, Oklahoma Professional Land Surveyor, being a competent surveyor and a Registered Land Surveyor under Registration No. 1628, do hereby certify that I have carefully and accurately surveyed and staked the property located on a part of the SE/4 NW/4 SE/4 and a part of the SW/4 NE/4 SE/4 of Section 30, Township 12 North, Range 24 East, Sequoyah County, Oklahoma, as described on this plat and that monuments have been found or placed at all property corners and that the described plat is a true representation of said survey conducted by me and under my direct supervision. This survey meets the Oklahoma Minimum Standards for the practice of Land Surveying. The Last Site Visit: 00-00-0000

Certificate of Authorization: #5391; Expires 6-30-2027

Witness my hand this the _____ day of _____, 2026.

Kelly Osburn, P.L.S.

STATE OF OKLAHOMA SS
COUNTY OF SEQUOYAH

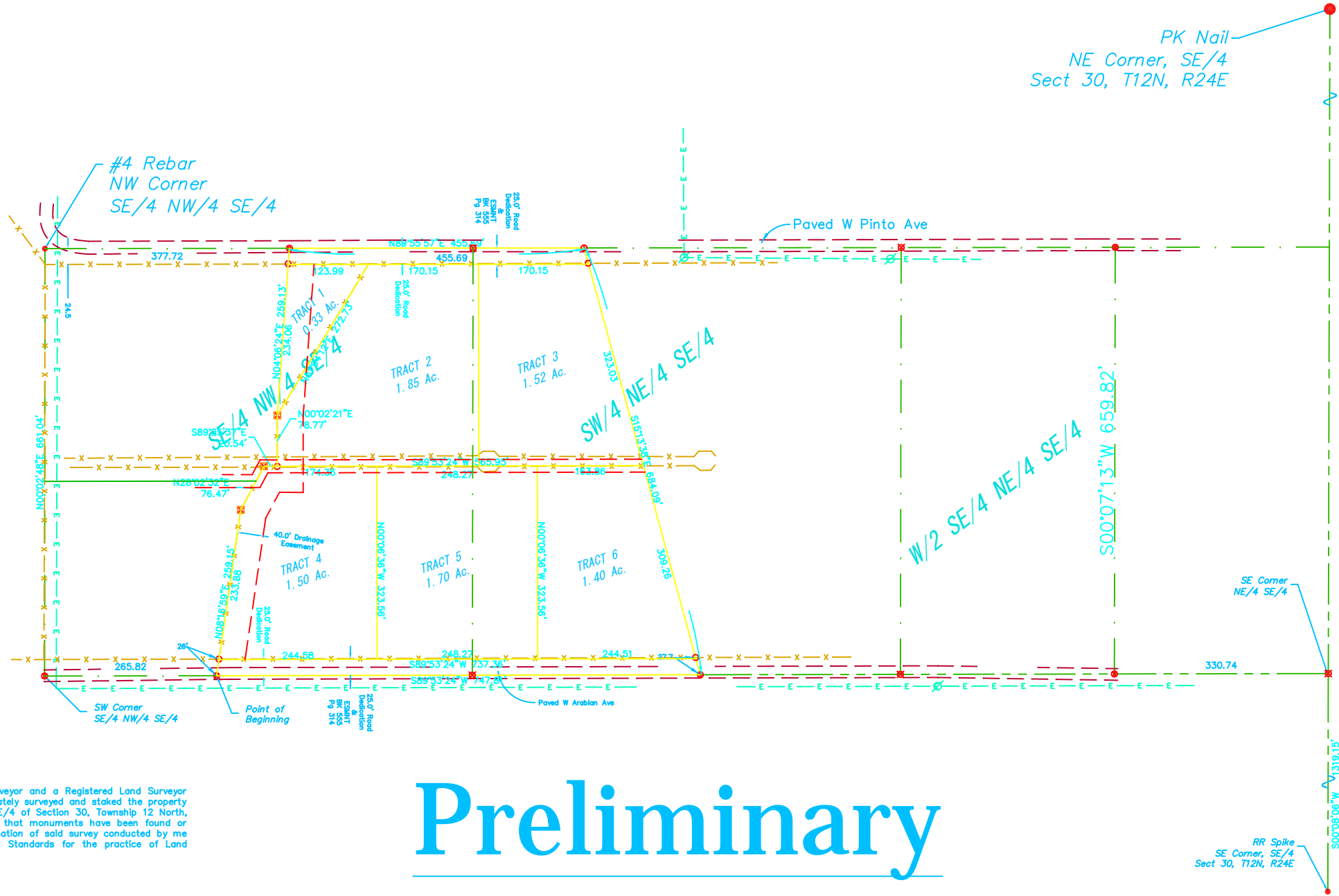
Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2026, personally appeared Kelly Osburn, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year first above written.

Notary

My Commission Expires:

(SEAL)



Preliminary Jedi Estates

An addition to the City of Sallisaw, being a part of the SE/4 NW/4 SE/4 and part of the SW/4 SW/4 SE/4 of Section 30, Township 12 North, Range 24 East Sequoyah County, Oklahoma.

Date: 02-2026 Scale: 1"=100'

Owner/Developer: Rich Looper Construction LLC
Osburn Land Surveyors, Inc.
3615 West Cherokee P.O. Box 1406
Sallisaw, OK 74955
Office - (918) 775-9322

APPROVAL OF PLAT

The Board of Commissioners of the City of Sallisaw, Oklahoma hereby approve this plat of "Jedi Estates", an addition to the City of Sallisaw, Oklahoma, and accepts the streets and easements shown therein.

Dated this _____ day of _____, 2026.

CITY OF SALLISAW

MAYOR

ATTEST:

CITY CLERK

(SEAL)

The Planning Commission of the City of Sallisaw, Oklahoma recommends approval of plat "Jedi Estates", an addition to the City of Sallisaw, Oklahoma and the easements as shown therein.

Recommended Approval on _____ day of _____, 2026

CHAIRMAN

SECRETARY

TREASURER'S CERTIFICATE

I, Angela Gist, as Treasurer of Sequoyah County, Oklahoma, do hereby certify that all taxes on the property hereon platted and described have been paid or cash bond placed to secure the same.

Dated the _____ day of _____, 2026.

COUNTY TREASURER

NOTES:

Basis of Bearing is Assumed S00°08'06"W along the East line of the SE/4 of Section 30, Township 12 North, Range 24 East, Sequoyah County, Oklahoma

All Lot measurements are to Lot Corners.

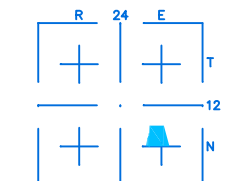
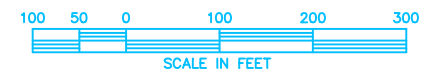
Title Opinion dated December 16, 2025. Easements filed of record the may affect this subdivision from title opinion

Book 220 Page 425 is a right of Way Easement in favor of Cookson Hills Electric Co-Operative. This instrument is a blanket description and give no specific location of electric transmission or distribution lines across the described property in said Book 220 Page 425.

Easements affecting this property that have NOT been provided in the title commitment or others, either written or implied, have not been shown.

Any and all building sets backs and or lot restrictions shall be dictated by the applicable zoning ordinance for which each lot is zoned. Said application and enforcement is by the City of Sallisaw

- Set #3 Rebar w/cap (As Labeled)
- Existing Monument
- ⊗ Calculated Point
- Set Magnolia w/whiner
- ⊗ Fence Corner Post



Location Map Scale: 1"=3000'
Section 30
Sequoyah County, Okla.

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: Rezone Request

ITEM TITLE: Discussion and possible action on Planning Commission Case No. PC2026-004; rezoning request from Agricultural District (A-1) to One-Family Residence District (R-1) by Rich Looper Construction, LLC, and Ordinance 2026-10; *An Ordinance Amending the Zoning Map of Sallisaw and Declaring an Emergency*

INITIATOR: Kelly Osburn, agent

STAFF INFORMATION SOURCE: Community Development Staff

BACKGROUND: Kelly Osburn, agent for Rich Looper Construction, LLC, is requesting a rezoning for Jedic Estates from Agricultural District (A-1) to One Family Residence District (R-1). The property is located on Pinto Ave., just East of Clydesdale. The planning commission heard this item at their May 5th meeting and recommended approval.

EXHIBITS:

1. PC2026-004 Application
2. PC2026-004 Publication Map Correction
3. PC 2026-004 Notice of Hearing
4. Ordinance No. 2026-10.Rezone.Rich Looper Const LLC

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION:

- a. Approval of Planning Commission Case No. PC2026-004 and Ordinance 2026-10.
- b. Approval of Emergency Clause.

1
PC2026-004

PLANNING COMMISSION

REQUEST TO REZONE

Application is hereby made to the Planning Commission of a recommendation to the City Council for rezoning of the following described property to a District Residential

R-1

General Location Pinto & Arabian
(Street Address)

Present Use of Property Ag

Proposed Use of Property Res

Record Owner of Property Richard Cooper

If Applicant is other than owner, indicate interest: purchaser, lessee,
 agent for, _____ other _____

Are there any Private or Deed Restrictions controlling the use of this property? _____

I do hereby certify that the information herein submitted is complete, true and accurate.

Signed [Signature] Address P.O. Box 1404
Phone 918-724-4452 Sallisaw

APPLICANT - DO NOT WRITE BELOW THIS LINE

Application Received by: _____ Date _____

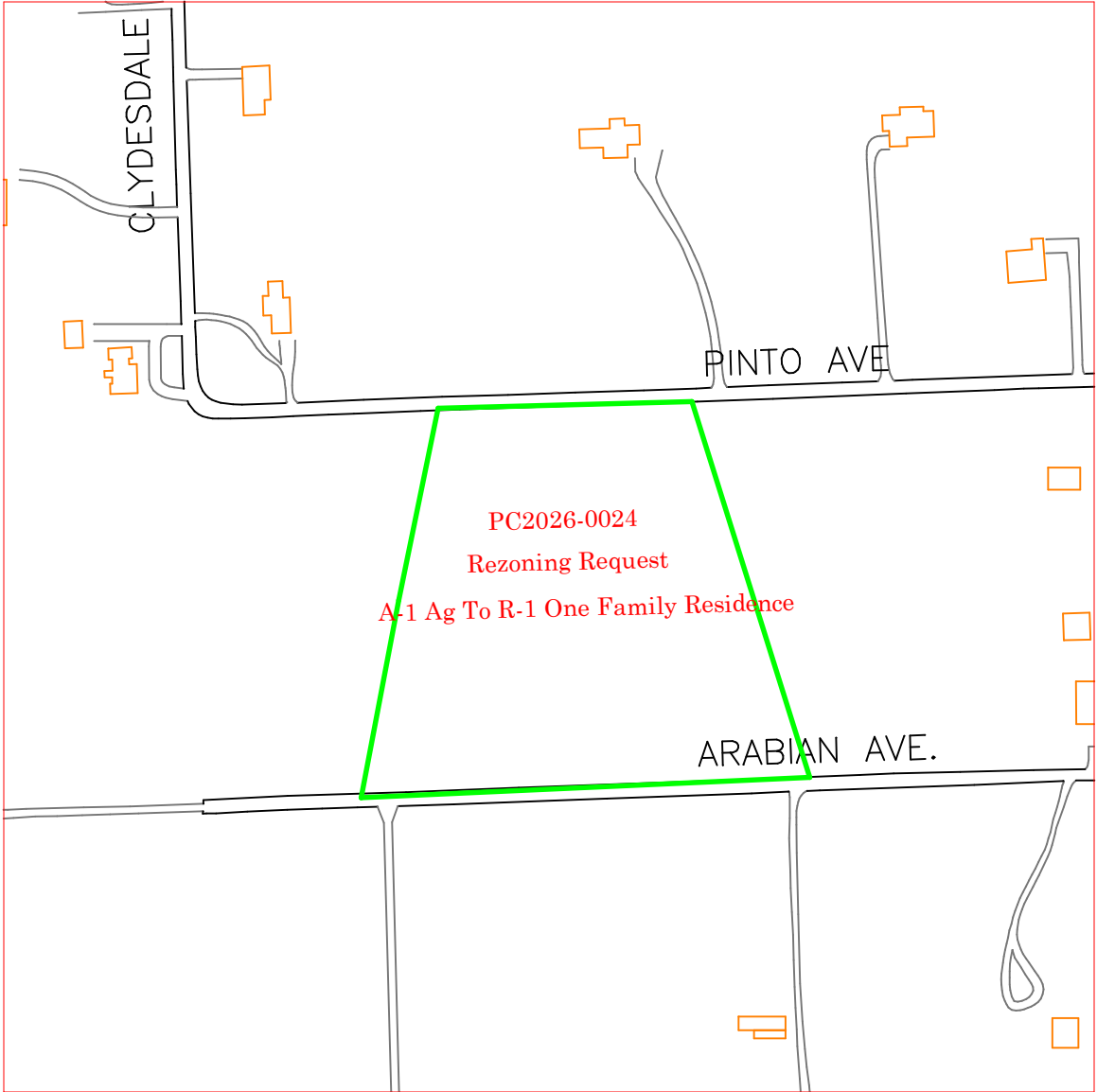
Application No.: _____ Requested: _____

Fee Receipt: _____ P.C Date: _____

City Council: _____

Date: _____

Ordinance No.: _____



NOTICE OF PUBLIC HEARING
ON APPLICATION FOR REZONING

Notice is hereby given that the undersigned, as owner(s) or agent for the owner(s) of the following described property in the Sallisaw City Limits, Sequoyah County, **Oklahoma, to wit:**

A PART OF THE SE4 NW4 SE4 AND A PART OF THE SW4 NE4 SE4 OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 24 EAST OF THE INDIAN BASE AND MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA. THE DESCRIBED PARCEL BEING CREATED BY KELLY OSBURN, OKLAHOMA PLS #1628 ON OCTOBER 7, 2025. THE BASIS OF BEARING FOR THE DESCRIBED PARCEL IS 800°08'06"W ALONG THE EAST LINE OF THE SE4 AND IS MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SE4 NW4 SE4, SAID POINT BEING 1984.43 FEET 889°53'24"W OF THE SE CORNER OF THE NE4 SE4; THENCE ALONG THE SOUTH LINE THEREOF N89°53'24"E 265.82 FEET TO THE POINT OF BEGINNING; THENCE IN LINE WITH AND ALONG AN EXISTING FENCE N08°16'59"E 259.15 FEET TO A FENCE ANGLE CORNER POST; THENCE ALONG AN EXISTING FENCE, N28°02'32"E 76.47 FEET TO A FENCE CORNER POST; THENCE S89°25'37"E 20.54 FEET TO A SET #3 REBAR W/CAP; THENCE N00°02'21"E 78.77 FEET TO A FENCE ANGLE CORNER POST; THENCE ALONG AND BEYOND AN EXISTING FENCE, N04°06'24"E 259.13 FEET TO THE NORTH LINE OF SAID SE/4 NW/4 SE/4; THENCE ALONG THE NORTH LINE THEREOF AND THE NORTH LINE OF THE SW/4 NE/4 SE/4 N89°55'57"E 455.69 FEET; THENCE S15°13'38"E 684.09 FEET TO THE SOUTH LINE OF SAID SW/4 NE/4 SE/4; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID SE4 NW4 SE4 S89°53'24"W 747.81 FEET TO THE POINT OF BEGINNING.

has filed with the Sallisaw Planning Commission a written application # **PC 2026-004** pursuant to the Zoning Ordinance as adopted by the City of Sallisaw, Oklahoma, to **rezone from Agricultural District (A-1) to One-Family Residence District (R-1)**.

The undersigned will present said application to the Sallisaw Planning Commission on **April 7, 2026**, at **113 N. Elm, beginning at 5:30 pm**, at which time the Sallisaw Planning Commission will conduct a public hearing on said application. All interested persons are entitled to be heard and are invited to attend. Notice is published this 18th day of March 2026.

By: **Rich Looper Construction, LLC**
Owner(s)

Or By: **Osburn Land Surveyors, LLC**
Agent

By: **Crystal Sides**
Secretary, Sallisaw Planning Commission

Bill To:

Osburn Land Surveyors, LLC
PO Box 1406
Sallisaw, OK 74955

ORDINANCE NO. 2026-10

**AN ORDINANCE AMENDING THE ZONING MAP
OF SALLISAW AND DECLARING AN EMERGENCY**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SALLISAW,
OKLAHOMA:**

SECTION 1.

That the zoning map of the City of Sallisaw, which is part of Section 102-172 of the Code of Ordinances, City of Sallisaw, Oklahoma, is hereby amended in the following particulars, to-wit:

That the following described real estate situated in the City of Sallisaw, County of Sequoyah, State of Oklahoma, to-wit:

A PART OF THE SE/4 NW/4 SE/4 AND A PART OF THE SW/4 NE/4 SE/4 OF SECTION 30, TOWNSHIP 12 NORTH, RANGE 24 EAST OF THE INDIAN BASE AND MERIDIAN, SEQUOYAH COUNTY, OKLAHOMA. THE DESCRIBED PARCEL BEING CREATED BY KELLY OSBURN, OKLAHOMA PLS #1628 ON OCTOBER 7, 2025. THE BASIS OF BEARING FOR THE DESCRIBED PARCEL IS S00°08'06"W ALONG THE EAST LINE OF THE SE/4 AND IS MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SE/4 NW/4 SE/4, SAID POINT BEING 1984.43 FEET S89°53'24"W OF THE SE CORNER OF THE NE/4 SE/4; THENCE ALONG THE SOUTH LINE THEREOF N89°53'24"E 265.82 FEET TO THE POINT OF BEGINNING; THENCE IN LINE WITH AND ALONG AN EXISTING FENCE N08°16'59"E 259.15 FEET TO A FENCE ANGLE CORNER POST; THENCE ALONG AN EXISTING FENCE, N28°02'32"E 76.47 FEET TO A FENCE CORNER POST; THENCE S89°25'37"E 20.54 FEET TO A SET #3 REBAR W/CAP; THENCE N00°02'21"E 78.77 FEET TO A FENCE ANGLE CORNER POST; THENCE ALONG AND BEYOND AN EXISTING FENCE, N04°06'24"E 259.13 FEET TO THE NORTH LINE OF SAID SE/4 NW/4 SE/4; THENCE ALONG THE NORTH LINE THEREOF AND THE NORTH LINE OF THE SW/4 NE/4 SE/4 N89°55'57"E 455.69 FEET; THENCE S15°13'38"E 684.09 FEET TO THE SOUTH LINE OF SAID SW/4 NE/4 SE/4; THENCE ALONG SAID SOUTH LINE AND THE SOUTH LINE OF SAID SE/4 NW/4 SE/4 S89°53'24"W 747.81 FEET TO THE POINT OF BEGINNING.

be and the same is hereby changed from A-1 to R-1, which is owned by Rich Looper Construction, LLC.

SECTION 2.

WHEREAS, an emergency and immediate necessity exists by reason of the health, safety and protection of the citizens of Sallisaw; therefore, an emergency is declared to exist by reason whereof this ordinance shall be in full force and effect from and after its passage and approval.

Approved this 11th day of May, 2026.

CITY OF SALLISAW, OKLAHOMA

BY: _____
MARLEY ABELL, Mayor

ATTEST:

KIM JAMISON, City Clerk
[SEAL]

Approved as to form and legality:

JORDAN PACE, City Attorney

AGENDA ITEM COMMENTARY

Meeting Date: May 11, 2026
Board: Board of City Commissioners
Subject: Open Records Request Policy

ITEM TITLE: Discussion and possible action on Administrative Policy No. 1.020.00, Open Records Act Policy

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Manager

BACKGROUND: This is a new policy that will codify and govern how the City responds to ORRs and to manage requestor's expectations. The policy and associated fee schedule are based off of a combination of OML's examples and the State Attorney General's policy and forms.

EXHIBITS: 1. 1.020.00; Open Records Request Policy

KEY ISSUES:

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Administrative Policy No. 1.020.00, Open Records Request Policy

CITY OF SALLISAW ADMINISTRATIVE POLICY		Policy Number:	1.020.00	Revision	1
		Effective Date	May 08, 2026		
Subject:	Open Records Act Policy				
Department(s):	Administration				

Purpose

This policy is adopted pursuant to the **Oklahoma Open Records Act** (“the Act”), to ensure public access to records while preserving the efficient operation of City government and requiring each request to made on the form included.

Background

The City of Sallisaw strives to be compliant with the Act to provide access to public records. While the City does not have a dedicated Records Clerk, every effort will be made to fulfill each request in as timely a manner as possible in accordance with the Act.

I. Definitions

- a. Public Record:** Any record created, received, or maintained during public business.
- b. Requestor:** Any person requesting records.
- c. Commercial Purpose:** Use of records for sale, resale, solicitation, or profit.
- d. Excessive Disruption:** A request that materially interferes with essential City functions due to scope, volume, and/or staff time required to fulfill the request.
- e. Cost of Reproduction:** Cost of reproduction includes **materials and supplies only**, unless the request is commercial or clearly disruptive, in which case labor may also be charged pursuant to 51 O.S. §24A.5(3)

II. Right of Access

All persons have the right to:

- Inspect public records during normal business hours, however depending on the volume of responsive records resulting from the request, an appointment may be necessary, given staffing limits and competing functional requirements; and
- Obtain copies of public records, subject to exemptions and fees.

III. Requests for Records

- a. Requests may be submitted in person, by mail, or electronically but must use the Open Records Request form to ensure clarity, timely response and documentation purposes. The City requires requests to be submitted in writing on a standard form; however, the City will not deny a request solely because it is not submitted on the form, provided the request reasonably describes the records sought.
- b. Requests must reasonably describe the records sought.

c. Written requests may be required for large or complex requests.

IV. Response Time

a. Records shall be provided **promptly** and within a reasonable time. Considerations affecting response time include but are not limited to the volume of responsive records, location(s) of responsive records, availability of staff, any required legal review, extent of (if) necessary redaction, searches that are extensive in nature. Any delay shall be limited solely to the time required to locate, review, and prepare records while avoiding excessive disruption of essential City functions.

b. The City Clerk as the primary records custodian will oversee workflow for requests. As there is not a designated Records Clerk or a full-time equivalent staff member whose sole purpose is responding to ORRs and overall records management, staff members will limit their time responding to ORRs to no more than two (2) hours a day, or 10hrs a week unless exigent or unusual circumstances apply. This represents 25% of their available time to conduct all their duties. As only roughly 10% of the full-time equivalent duties relate to ORRs, any more time allotted/required will be considered an excessive disruption to daily functions and activities. This does NOT mean that the daily allotted time should be spent on any single request rather split between all or as many active requests as is efficient to ensure all are met withing a reasonable time, regardless of order received or volume or location of responsive records.

V. Fees and Charges

a. The following shall be provided at no charge:

- On-site inspection of records
- Requests requiring **up to one (1) hour** of staff time
- Digital copy of Municipal Budget (link will be provided)
- Digital copy of Annual Audit (link will be provided)

b. Standard Copy and Production Fees

The City adopts the following fee schedule, labor and reproduction fees reflect the City's actual cost and/or reasonable approximations as required. 51 O.S. §24A.5(3):

- **Paper copies:** \$0.25 per page
- **Certified copies:** \$1.00 per page
- **Incident Reports (Fire and Police):** \$5.00 per report
- **Video reproduction:** \$25.00 per request
- **Electronic Copies** (\$.15 per page or \$5 per document whichever is less)
- **Copy of Municipal Code Book:** \$50.00 plus actual City cost to produce
- **Copy of Municipal Budget (printed):** \$50.00
- **Digital copy of Municipal Budget:** Free
- **Copy of Annual Audit (bound):** \$15.00
- **Digital copy of Annual Audit:** Free

Additional charges may apply:

- Postage: Actual cost
- Specialized formats or oversized documents: Actual cost

c. Labor Charges (Non-Routine Requests)

For requests that:

- Are for a **commercial purpose**, OR
- Would *clearly cause excessive disruption* of essential governmental functions

The City shall charge:

- **First one (1) hour of City Clerk time for search and/or redactions: No charge**
- **Thereafter: \$41 per hour**, billed in quarter-hour increments
- **First one (1) hour of Police Department staff time for search and/or redactions: No charge**
- **Thereafter: \$20 per hour**, billed in quarter-hour increments
- **First one (1) hour of legal review or redactions by City Attorney (if required): No Charge**
- **Thereafter: \$60.00 per hour**, billed in quarter-hour increments

Chargeable activities include:

- Locating and retrieving records
- Reviewing and redacting exempt information
- Supervising record inspection when necessary

d. **Estimate and Prepayment**

- If total estimated costs exceed **\$50.00**, the City may require prepayment.
- The City will provide an estimate upon request.

VI. Exemptions

Records may be withheld or redacted in accordance with the Act, including:

- Confidential personnel information
- Law enforcement investigatory records
- Privileged communications
- Personal identifying information

VII. Denial of Requests

Denials shall:

- Be provided in writing upon request
- Cite the legal basis for denial
- Provide all reasonably segregable non-exempt portions

VIII. Inspection Rules

a. Records may be inspected under staff supervision when necessary

- b. Records shall not be removed, altered, or destroyed
- c. No fees will be charged solely for supervision, unless the request is commercial or disruptive

IX. Records Custodian

The City Clerk and/or the Deputy City Clerk designated as Records Custodian and is responsible for administration of this policy.

X. Severability

If any provision is held invalid, remaining provisions shall remain in effect.

XI. Effective Date

This policy shall take effect upon adoption by the governing body.

Rescission Date: NA

This policy shall remain in effect until rescinded or otherwise modified and approved by the Board of City Commissioners.

_____ Date: _____

Mayor, City of Sallisaw

_____ Date: _____

City Manager, City of Sallisaw

Attest

_____ Date: _____

City Clerk

Revision History

City of Sallisaw, Oklahoma

OPEN RECORDS REQUEST FORM

This form is adopted pursuant to the Oklahoma Open Records Act, 51 O.S. § 24A.5(7), to assist in processing requests efficiently.

Understanding the Records Request Process and the Open Records Act.

- Some records can be produced promptly. Other records may require time to search in which case you will be notified when the records are ready for pickup or inspection.
- By making this request for records, you agree to pay all copying and search fees, if applicable, in the amounts and under such conditions as posted in our office and on file with the county clerk. These charges are set at a level to compensate the municipality for the actual costs incurred in honoring your request.
- You may be required to pay in advance if estimated costs exceed \$50 or if you have outstanding fees from prior requests. Any amount paid in excess of actual costs will be refunded. 51 O.S. § 24A.5(4)
- You may be asked to clarify your request if the request does not describe the records with reasonable specificity. To have reasonable specificity, a request shall: “a) specify a general time frame within which the requested records would have been created or transmitted, b) seek identifiable records, rather than general information without any qualifiers or other specifications, and c) include search terms that are sufficiently specific to assist the public body in identifying the requested records.” 51 O.S. § 24A.5(7) Exact search terms are not *required* but their absence may increase the overall response time. Staff will make suggestions or offer assistance to narrow overly broad requests before denying requests based on being “overly broad”.
- The municipality may ask you to clarify your request. If the municipality has engaged with you to seek the information needed to fulfill the request and to identify the records sought by you, including providing you with general topics or a specific list of records related to the request, the request may be denied if it is still not reasonably specific. 51 O.S. § 24A.5(7),
- The municipality has the ability to determine whether a request is for a commercial purpose. 51 O.S. § 24A.5 (4), 51 O.S. § 24A.40
- The public body is permitted to email records but is NOT required to do so. A public body should not provide or deliver records in a form that materially alters or removes the content of the original record. See *Wagner v. Office of Sheriff of Custer Cnty.*, 2021 OK CIV APP 20, ¶ 6, 492 P.3d 1240, 1242. *Brooke vs. Reed*, 2024 OK CIV APP Case No. 121604 ¶ 17 (not for official publication) and the AG opinions 1999 OK AG 55 and 2006 OK AG 35.
- A person whose request to inspect or copy a public record is denied by a public body may file a request for review with the Public Access Counselor in the Attorney General’s office not later than

30 calendar days after the date of the denial. The Attorney General may issue advisory opinions if requested by the head of the public body or its attorney. 51 O.S. § 24A.40

1. Requestor Information

Name: _____ Date: _____

Email: _____ Phone: _____

Address:

City/State/ZIP: _____

Organization (if applicable): _____

2. Purpose of Request (Check One)

Personal Commercial News Media Scholar/Research Other: _____

3. Fees.

Preferred Method of Access

- Inspect (level and time of supervision will determine charge (if necessary based on sensitivity and volume of documents requested))
- Paper Copies (\$0.25/page black & white; \$.50/page color)
- Certified Copies (\$1.00/page)
- Electronic Copies (\$.15 per page or \$5 per document whichever is less)
- Video Reproduction (\$25.00 per request)

Additional Record Types

- Incident Report (Fire/Police) – \$5.00 each
- Municipal Code Book – \$50.00 + cost
- Municipal Budget (Printed \$50 / Digital Free)
- Annual Audit (Bound \$15 / Digital Free)

Search-Related Labor (up to one hour is free)

- First hour of Clerk labor is free; additional hourly fee billed by the quarter hour for Clerk—\$41

First hour of labor is free; additional hourly fee billed by the quarter hour for Police Dept Admin Assistant—\$20.00

Hourly fee billed by the quarter hour for Attorney (if review/inspection is necessary)—\$60.00

Redaction-Related Labor (up to one hour is free)

First hour of labor is free; additional hourly fee billed by the quarter hour for Clerk—\$41

First hour of labor is free; additional hourly fee billed by the quarter hour for Police Dept Admin Assistant—\$20.00

Hourly fee billed by the quarter hour for Attorney (if review/inspection is necessary)—\$60

4. Description of Records Requested

[Please state with specificity the nature of your request and the records you seek, providing detailed information to make the search as efficient and timely as possible and narrow your request as much as possible. It helps the City of Sallisaw to produce records in a timely fashion and ensures that the City of Sallisaw provides specific records you seek. Broad requests including commonly used terms or requests for information or records across a lengthy period of time can retrieve thousands of documents, which must be located and may need to be legally reviewed to comply with applicable federal and state law concerning confidentiality or privilege. The City of Sallisaw respectfully requests you to narrowly tailor your request to meet your specific needs. Please also be advised that the Open Records Act does not require the City of Sallisaw to create a record not otherwise in its possession. 51 O.S.2021, § 24A.18.]

5. Suggested Search Terms

Please Note: The City of Sallisaw does not accept the following types of records requests:

- 1. Continuing requests with an indefinite ending date, and
- 2. Requests requiring responsive records up to the date of production.

6. Date Range

Start Date: _____ End Date: _____

7. Acknowledgment. By completing and submitting this form, I acknowledge the following:

- The above records are requested in accordance with the Oklahoma Open Records Act;
- If the records are available in an electronic format, they may be provided to me by email or other electronic means;
- Search fees for records may apply;
- Copying or printing fees may apply if I prefer to receive physical copies of the records requested;
- A fee will be charged if I request the records to be placed on a thumb drive; and
- Certified copies will incur a larger per-page fee than non-certified copies
- Fees are based on actual cost of reproduction.
- First hour of search-related labor is free; additional time is \$20/hour when applicable for the PD Admin Ast; \$41/hour when applicable for Clerk; \$60/hour if attorney review/inspection is required.
- First hour of redaction-related labor is free; additional time is \$20/hour when applicable for the PD Admin Ast; \$41/hour when applicable for Clerk; \$60/hour if attorney review/inspection is required.
- Prepayment may be required for estimates over \$50.

9. Fee Authorization

- I agree to pay all applicable fees.
- Contact me if costs exceed: \$ _____

10. Delivery Method

- Pick Up Mail Email Other: _____

Signature

Signature: _____ Date: _____

Scan and/or send completed form to cityclerk@sallisawok.org or bring to 115 E Choctaw, Sallisaw, OK 74955

FOR CITY USE ONLY

Date Received: _____ Time: _____ Received By: _____
 Request Type: Routine Commercial Excessive Disruption
 Estimated Cost: \$ _____ Prepayment Required: Yes No
 Date Completed: _____ Final Cost: \$ _____
 Disposition: Completed Partial Denied
 Reason/Authority: _____

ADMINISTRATIVE REPORTS

Meeting Date:	May 11, 2026
Board:	Board of City Commissioners
Subject:	

Upcoming Events:

May 19th and 20th-Budget Retreat

June 8th-Next Meeting

June 30th-Deadline for mailing budget to State Auditor's office

City Manager Reports:

Working with FOP on contract. Have agreed in concept, will depend on outcome of budget discussions as to whether it is agreed to or we need to reopen negotiations.

City Projects:

- Soccer fields--We sent, hopefully, the final document to the State folks and hope to hear back so that we can get out for bid and get dirt moving. We are waiting on the National Parks Service
- The WTP basin liner work will begin over the next 30 days. City crews are already doing some preliminary work.
- We have quoted and you all approved demo of several City buildings, old City Hall, City Council Chambers and Community Center. We do have tests confirming no asbestos is present.
- We have been informed that there has been a delay in some grant funding for the sidewalks. The projects aren't off the table, but they have been delayed until the grants get federal funds and then we will hit the "play" button again and continue the process. All affected partners are tracking.
- The pool is on schedule to open Memorial Day weekend. We are training staff and taking applications for lifeguards. We are cleaning the pool and getting the chemical systems ready for summer...Adults are \$5, Teens \$4, 1st kid is \$3 and each additional is \$2
- Starting on the 21st, you will be able to reserve RV spots at Brushy, pavilions at parks, and other City facilities online through the City website.
- Our rebrand of DiamondNet is back on track. We are on track to roll that out starting June 1st with higher speeds and more capability than anyone else. Prices will not go up, in fact our lowest tier will actually have increased speeds at no additional cost. We will offer multi-gig speeds for an additional cost if people want to increase their speeds. Stay tuned for more info as the month goes on.

