



Notice and Agenda Work Session Meeting of The Bixby City Council

Dawes Conference Room
113 West Dawes, Bixby, Oklahoma 74008
May 23rd, 2022 at 5:00 P.M.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran

Agenda

1. Discussion of Oklahoma Municipal Retirement Fund (OMRF) renewal.
2. Discussion of FY23 Budget Proposal.

Notice of Posting

This Notice and Agenda was posted on the bulletin board May 20th on or before 5:00 p.m., at City Hall, 116 West Needles Bixby Oklahoma.

Respectfully submitted,

Shannon Duran
City Clerk



City Council Meeting Agenda

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
May 23rd, 2022 at 6:00 P.M.

Public comments are limited to items listed on the agenda. Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Call to Order

Mayor Guthrie

Roll Call

Shannon Duran

Pledge of Allegiance

Invocation

Consent Agenda

City Clerk's Report

Consider and approve:

- a. Minutes for the Work Session meeting dated 05/09/22.
- b. Minutes for the City Council meeting dated 05/09/22.
- c. Discuss and/or approve a change order in the amount of \$4,241.29, on previously approved consent item, in the amount of \$13,013.00 for Digi Surveillance Systems, for a total purchase amount of \$17,254.29, for replacement of current jail camera system.

- d. Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-22 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (General Fund portion).
- e. Resolution No. 2022-8, providing for the annual renewal, ratification and reaffirmation, in Fiscal Year 2022-2023, of a certain Security Agreement between the City of Bixby and the Bixby Public Works Authority, dated November 30, 2017.
- f. Consider and/or take action on purchasing unleaded gasoline for \$30,000 for the Police Department.
- g. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance for FY-23 in the amount of \$89,508.09 (City's portion of total bill – includes General Fund, Parks and Cemetery).
- h. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's property insurance in the amount of \$54,302.81 (City portion of total bill).
- i. Consider and/or approve 2023 Court Dates.
- j. Discuss and/or take action on a resolution to declare certain dates designated for Celebration & Holiday Observance in the city limits of Bixby.
- k. Consider and/or approve 2022-2023 Oklahoma Municipal League Service Fees in the amount of \$10,273.00 (City portion).
- l. Consider and/or take action on Memorandum of Understanding between City of Bixby and the Indian Nations Council of Government (INCOG) regarding the 911 system.
- m. Discuss and/or take action on purchasing unleaded gasoline for \$25,000.
- n. Approve renewing mowing contract with BOCA Outdoors for FY23 to mow R-O-W.
- o. Approve renewing mowing contract with Source One for FY23 to mow the Haikey Levee.
- p. Approve renewing mowing contract for FY23 to mow Bixby Cemetery.
- q. Approve renewing mowing contract with Precision Fencing for FY23 to mow Fry Creek channels, Bixby Creek channel, and R-O-W.
- r. Approve renewing mowing contract with Prodigy Lawn and Care for FY23 to mow R-O-W.

- s. Discuss and/or take action to approve final acceptance of the CDBG Needles Storm Sewer and Sidewalk Project with a final contract amount of \$216,241.63.
- t. Approve permissive encroachment agreement on property located at 13935 S. 95th E Ave., Bixby, Ok.

Regular Agenda

1. Public hearing to receive input on the FY-23 Budget.

Charles Barnes

2. Discussion and possible approval of Ordinance Number 2397. An ordinance amending the employee retirement system, defined contribution plan for the position of City Manager for the City of Bixby, Oklahoma by adopting a revised and restated retirement plan.

Charles Barnes

3. Discussion and possible approval of Ordinance Number 2398. An ordinance amending the employee retirement system, defined contribution special incentive plan for the position of City Manager for the City of Bixby, Oklahoma by adopting a revised and restated retirement plan.

Charles Barnes

4. Discussion and possible approval of Ordinance Number 2391, Bixby Comprehensive Plan Amendment (BXCP-22.01) to the Comprehensive Plan in the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E to reconfigure the Commercial Shopping area.

Donna Crawford

5. Discussion and possible action to declare an emergency regarding Ordinance Number 2391 making it effective immediately upon passage and approval.

Donna Crawford

6. Discussion and possible approval of Ordinance Number 2395, Bixby Zoning (BXZO-22.02), Rezoning for 151st & Harvard, proposed amendment to a zoning district in the City of Bixby, from Commercial Shopping (CS) to Residential Single-Family (RS-3), to allow for a Residential Development in Bixby Planned Unit Development (BXPUD-22.04), containing 13 more or less acres at the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E.

Donna Crawford

7. Discussion and possible action to declare an emergency regarding Ordinance Number 2395 making it effective immediately upon passage and approval.

Donna Crawford

8. Donna Crawford Discussion and possible approval of Ordinance Number 2392, Bixby Planned Unit Development-22.04 (BXPUD-22.04) for 151st & Harvard, containing Three (3) Development Areas, 31 acres, in the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E.

Donna Crawford

9. Discussion and possible action to declare an emergency regarding Ordinance Number 2392 making it effective immediately upon passage and approval.

Donna Crawford

10. Discussion and possible approval of Final Plat (BXPT- 20.08) Bixby Village. Located East 161st Street South between South Memorial Drive and South Mingo Road. Section 25, Township 17N, Range 13E.

Donna Crawford

11. Discussion and possible approval of the Preliminary Plat BXPT-22.09 Oral Roberts Ministries.

Donna Crawford

12. Discuss and/or take action on Utility Easement Dedication for Lot 4, Block 1, Village Ten Addition in Tulsa County, OK.

Justin Dowd

13. Discuss and/or take action on Utility Easement Dedication for Lots 5 and 6, Block 1, Village Ten Addition in Tulsa County, OK.

Justin Dowd

14. Motion to enter into Executive Session:

- a. Discussion on negotiations and/or purchase for certain real property at 114 E. Breckenridge, owned by First Baptist Church of Bixby or successors, Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- b. Discussion on negotiations and/or purchase for certain real property at 6 E. Breckenridge, owned by Bixby Properties, LLC, Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- c. Discussion on negotiations and/or purchase for certain real property at 8453 E. 151st Street, owned by NMB Manufacturing, LLC Oklahoma: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.

- d. Discussion on property exchange negotiations for certain real property at approximately 151st Street and 63rd E. Ave. owned by Joey and Jackie Newton: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.
- e. Discussion on negotiations and/or purchase for certain real property at the north end of North Riverview Drive, owned by Roger Metcalf, et al: Oklahoma Open Meeting Act, Title 25 Oklahoma Statutes, Section 307.B.3.

Mayor Guthrie

15. Motion to exit executive session and reconvene in open session.

Mayor Guthrie

16. Consider and/or take action, if necessary, on the purchase of real property at 114 E. Breckenridge, owned by First Baptist Church of Bixby or successors.

Mayor Guthrie

17. Consider and/or take action, if necessary, on the purchase of real property at 6 E. Breckenridge, owned by Bixby Properties, LLC.

Mayor Guthrie

18. Consider and/or take action, if necessary, on the purchase of real property at 8453 E. 151st Street, owned by NMB Manufacturing, LLC Oklahoma.

Mayor Guthrie

19. Consider and/or take action, if necessary, on the purchase for certain real property at the north end of North Riverview Drive, owned by Roger Metcalf, et al.

Mayor Guthrie

20. Consider and/or take action, if necessary, on property exchange negotiations for certain real property at approximately 151st Street and 63rd E. Ave. owned by Joey and Jackie Newton.

Mayor Guthrie

21. City Manager's Report

Jared Cottle

22. New Business

Mayor or Vice-Mayor

23. Adjournment

Mayor or Vice-Mayor

Notice of Posting

This Notice and Agenda was posted on the bulletin board this day of May 20th, 2022, on or before 6:00 p.m., at City Hall, 116 W. Needles Bixby Oklahoma.

Respectfully Submitted

Shannon Duran

City Clerk

For Special Accommodations

Persons who require a special accommodation to participate in this meeting should contact City Clerk, Shannon Duran: 116 West Needles Avenue, Bixby, Oklahoma, 918-366-4430 or email City Clerk, [Shannon Duran](mailto:sduran@bixbyok.gov) (sduran@bixbyok.gov), as far in advance as possible and preferably at least 48-hours before the date of the meeting. Persons using a Telecommunication Device for the Deaf may contact **Oklahoma Relay** at 1-800-722-0353 and voice calls should be made to 1-800-522-8506 to communicate via telephone with hearing telephone users and vice versa.

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
May 23rd, 2022

Time: 6:00 P.M. or immediately Following the City Council Meeting

Call to Order

Chairman

Roll Call

Secretary

Consent Agenda

Secretary's Report

Consider and approve:

- a. Minutes for Bixby Public Works Authority regular meeting 05/09/22.
- b. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance in the amount of \$25,776.91 (BPWA's portion of total bill).
- c. Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's property insurance in the amount of \$35,608.19 (BPWA's portion of total bill).
- d. Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-22 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (BPWA portion).
- e. Consider and or approve 2022-2023 Oklahoma Municipal League Service Fees in the amount of \$10,273.00 (BPWA portion).
- f. Discuss and/or approve renewing contract with Dunn-Right Cleaning Service, Inc. to provide Janitorial Services for Dawes Building at cost of \$1,045/month.
- g. Discuss and/or take action on purchasing unleaded gasoline for \$25,000.

Regular Agenda

1. Discuss and/or take action on Water Tap Application for Jimmy Kirk at 15205 East 161st Street South, Bixby, OK in Tulsa County, OK.

Justin Dowd

2. New Business

Chairman

3. Adjournment

Chairman

Notice of Posting

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Respectfully Submitted

Shannon Duran
City Clerk

For Special Accommodations

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City of Bixby City Council Work Session Meeting Minutes

Dawes Conference Room
113 W Dawes, Bixby, Oklahoma 74008
May 09, 2022, at 5:00 P.M.

The Special Work Session agenda for the regularly scheduled meeting of the City of Bixby was posted on the bulletin board at City Hall, 116 W Needles Ave, Bixby Oklahoma on May 06, 2022, on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 5:01 p.m. Deputy City Clerk, Shannon Duran called the roll and the following members were present.

Members Present

Guthrie
Blair (5:02pm)
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Jon Brown, Public Works
John Wood, Parks Dir.
Joey Wiedel, Fire Chief
Todd Blish, Police Chief
Justin Dowd, Asst. Engineer
Donna Crawford, Community Dev.
Shannon Duran, Dep. City Clerk

Mayor Guthrie said item #1 on the Work Session agenda is:

Discussion on OMAG Recognition Program.

OMAG Recognition Program packet provided to all members.

Presented by Charles Barnes

Mayor Guthrie said item #2 on the Work Session agenda is:

Presentation and Discussion on Flats @151st architectural design.

Council inquires of the company regarding architectural changes being requested.

Presented by Jared Cottle

Mayor Guthrie said item #3 on the Work Session agenda is:

Presentation and discussion on recent rainfall and flooding event.

Presented by Jared Cottle

Discussions were held regarding damage to homes in Southtown. Inquiry to if any Federal help is available or if any additional funding is available to address over half of the homes affected by the floodwater.

Presented by Jared Cottle

Discussion continued.

No action was taken.

The adjournment was called at 6:01 p.m.

Mayor

Attest

City Clerk



City of Bixby City Council Meeting Minutes

City Hall Municipal Building
116 W. Needles Ave., Bixby, OK 74008
May 09, 2022 at 6:00 P.M.

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Avenue, Bixby, Oklahoma on May 06, 2022 on or before 5:00 p.m.

Mayor Guthrie called the meeting to order at 6:19 p.m.

Deputy City Clerk, Shannon Duran called the roll and the following members were present.

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Donna Crawford, Community Dev
Justin Dowd, Asst. Engineer
Shannon Duran, Dep. City Clerk

Pledge of Allegiance

Invocation was given by Phil Frazier

Mayor Guthrie said Item #1 on the Consent Agenda is:

City Clerk's Report

Consider and approve:

- a) Minutes for the Work Session meeting dated 04/25/22.
- b) Minutes for the City Council meeting dated 04/25/22.

- c) Consider and/or approve surplus equipment for Planning Department. (General Fund).
- d) Discuss and/or approve the Proclamation for the National Police Officer Week.
- e) Discuss and/or take action on Construction Funding Agreement with Oklahoma Department of Transportation for the East Fry Creek Trail from 131st to 118th.
- f) Discuss and possible action to enter into a contract with CBEW for FY-22 audit for the third year of three year commitment in the amount of \$9,700 (General Fund portion).
- g) Dura Edge Infield Mix for Softball fields known as Quad 3 Fields 9-12 renovation. Sole Source from Dura Edge Engineered Soils \$230.00/ton estimated each field will take 22-25 tons. Quantity 100 tons. Total not to exceed \$23,000.00 budgeted out of Concrete & Aggregate 5-10-7230.

Public comments are limited to items listed on the agenda.

Those wishing to speak on agenda items will need to appear in the City Council Chamber.

Mayor Guthrie asked if there were any comments or questions on the Consent Agenda. Vice Mayor Blair asked to pull item “c” and “e” for discussion.

Discussion continued.

Mayor Guthrie asked for a motion on the Consent Agenda for items “a-g”. Councilor Founds made a motion to approve, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 5-0

Ayes: Founds, Blair, Revelis, Girard, Guthrie

Nays: None

Mayor Guthrie said item #1 on the Regular Agenda is:

Discussion, consideration and take action to correct the delay in approving and filing Final Plat for Byrnes Mini Storage PUD-77 and acknowledge and accept final plat approval BXPT-22.07 by Bixby Planning Commission, April 18,2022.

Mayor Guthrie asked for a motion to resend item from the April 25, 2022 council meeting. Councilor Girard made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 4-1

Ayes: Girard, Founds, Revelis, Guthrie

Nays: Blair

Presented by Donna Crawford

Others that spoke: Brian Cozad, 17233 S 92 E Ave., Bixby, OK 74008

Mayor Guthrie asked for a motion on item #1. Councilor Founds made a motion to accept, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 4-1

Ayes: Founds, Revelis, Girard, Guthrie

Nays: Blair

Mayor Guthrie said item #2 on the Regular Agenda is:

Consider and/or take action on awarding contract to PbX Corporation for the Bridge Nos 167 & 168 Rehabilitation; PbX Corporation submitted the lowest and best bid of \$240,9973.

Presented by Justin Dowd

Mayor Guthrie asked for a motion on item #2. Councilor Girard made a motion to accept, seconded by Councilor Founds. The vote was taken with the following results:

Carried 5-0

Ayes: Girard, Founds, Revelis, Blair, Guthrie

Nays: None

City Managers Report

- Press Conference and update on Midland Complex project.
- Posey Creek trail project update.
- Youth Fishing Derby will be held on 5/14/2022 from 7:30am to 12:30pm.
- Snow cone and food truck events will be held once a month on Harmony bridge with the following dates 5/14/2022, 6/11/22, 7/9/2022 and 8/13/2022.
- Car seat check-up will be held on 5/26/2022.
- Green Corn Festival will take place in June.

- July 1st will be the Freedom Celebration.

Upcoming events

New Business

Mayor Guthrie said New Business items on the Regular Agenda is:

Items added to the Agenda under New Business items due to lack of time to have it formally placed on the Agenda, regarding issues which have arisen from the rainfall and flooding event which recently occurred in South Town and Woodland Acres.

Added Item Number 1

Discussion, consideration and take action to use City funds in an amount not to exceed \$20,000.00, to assist those effected by recent rainfall and flooding in South Town and Woodland Acres. City Manager to obtain dumpsters for those effected by the recent rainfall and flooding.

Mayor Guthrie asked for a motion on new business item #1. Councilor Girard made a motion to accept, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 5-0

Ayes: Girard, Blair, Revelis, Founds, Guthrie

Nays: None

Added Item Number 2

Discussion, consideration and take action on the possibility of a cost share program to reimburse residents whom have purchased roll offs and/or dumpsters. City Manager to also reach out to Tulsa County for resources that may be available to the residents effected by recent rainfall and flooding damage in South Town and Woodland Acres.

Mayor Guthrie asked for a motion on new business item #2. Councilor Girard made a motion to accept, seconded by Vice Mayor Blair. The vote was taken with the following results:

Carried 5-0

Ayes: Girard, Blair, Revelis, Founds, Guthrie

Nays: None

There being no additional new business items.

Adjournment was called at 7:03 p.m.

Mayor

City Clerk

Bixby Public Works Authority Meeting

Board of Trustees
Municipal Building
116 W. Needles Ave., Bixby, OK 74008
May 09, 2022

Time: 7:03 P.M. or immediately Following the City Council Meeting

The agenda for the regularly scheduled meeting of the City Council of the City of Bixby was posted on the bulletin board at City Hall, 116 West Needles Ave, Bixby, Oklahoma on May 06, 2022 on or before 5:00 p.m.

Deputy City Clerk Shannon Duran called the roll and all members were present.

Members Present

Guthrie
Blair
Founds
Girard
Revelis

Staff Present

Phil Frazier, City Attorney
Jared Cottle, City Manager
Charles Barnes, Finance Dir.
Donna Crawford, Community Dev
Justin Dowd, Asst. Engineer
Shannon Duran, Dep. City Clerk

Consent Agenda

Mayor Guthrie said Item #1 on the BPWA Consent Agenda is:

Secretary's Report

Consider and approve:

- a) Minutes for Bixby Public Works Authority regular meeting 04/25/22.
- b) Discuss and/or take action on purchasing 275 gallons of Clarifloc C-6266 for the Bixby Water Reclamation Facility; total \$4,140.

Mayor Guthrie asked for a motion on the BPWA consent agenda. Vice Mayor Blair made a motion to approve, seconded by Councilor Revelis. The vote was taken with the following results:

Carried 5-0
Ayes: Blair, Revelis, Girard, Founds, Guthrie
Nays: None

Mayor Guthrie said Item #1 on the Regular BPWA Agenda is:

Consider and/or take action to approve change order #8 for the Bixby Water Reclamation Facility Project for \$117,443.92.

Presented by Bea Aamodt

Mayor Guthrie asked for a motion on the BPWA Regular Agenda. Vice Mayor Blair made a motion to approve, seconded by Councilor Founds. The vote was taken with the following results:

Carried 5-0

Ayes: Blair, Founds, Revelis, Girard, Guthrie

Nays: None

New Business

There being none.

Adjournment was called at 7:11 p.m.

Mayor

City Clerk

CONSENT ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve a change order in the amount of \$4,241.29, on previously approved consent item, in the amount of \$13, 013.00 for Digi Surveillance Systems, for a total purchase amount of \$17,254.29, for replacement of current jail camera system. State Contract pricing.

INITIATOR: Chief of Police Todd Blish

STAFF INFORMATION SOURCE: Angela Williams

BACKGROUND: The requested “Change Order” is due to a State Contract Pricing increase from the original quoted amount. The purchase will replace the existing analog camera system with a new Avigilon digital camera system. The quote includes cameras, programming, materials, digital control module and installation of (8) new cameras. The project will be funded through the Capital Camera account.

EXHIBITS: Quote #004619

KEY ISSUE: Replacement of 16 year old analog camera system with a digital camera system.

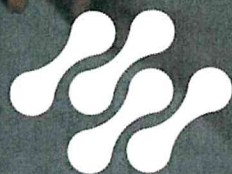
COUNCIL ACTION: Approve or Deny

RECOMMENDATION: Approve purchase to Digi Surveillance Systems.

ITEM NO: _____

MEETING DATE: 5/23/2022

MEETING: CITY



DIGI
SECURITY SYSTEMS

We have prepared a quote for you

**City of Bixby - Police Station - Jail Camera
Addition - State Contract SW1048D**

Quote # 004619
Version 1

Prepared for:

City of Bixby

Heather Staley
hstaley@bixbyok.gov

11333 East 51st Place
Tulsa, OK 74146
www.digiss.com
(918) 824-2520



DIGI
SECURITY SYSTEMS

Sunday, April 17, 2022

City of Bixby
Heather Staley
PO BOX 70
Bixby, OK 74008
hstaley@bixbyok.gov

Dear Heather,

**City of Bixby - Police Station
Jail Camera Additions
State Contract SW1048D**

Digi State Contract OMES:

<https://www.ok.gov/dcs/solicit/app/solicitationDetail.php?conID=3357>

Q4 2021 Pricing Update:

<https://www.ok.gov/dcs/solicit/app/viewAttachment.php?attachmentID=80354>

- Avigilon licenses are a one-time purchase with no annual fees
- All Avigilon equipment comes with a three to five year warranty
- Digi provides a one year workmanship warranty on all Digi installed equipment

Avigilons new H5A anti-ligature corner cameras are designed for jail environments, and they come with built-in audio capabilities.

Partner has extra license keys that Digi will be utilizing for (8) cameras.



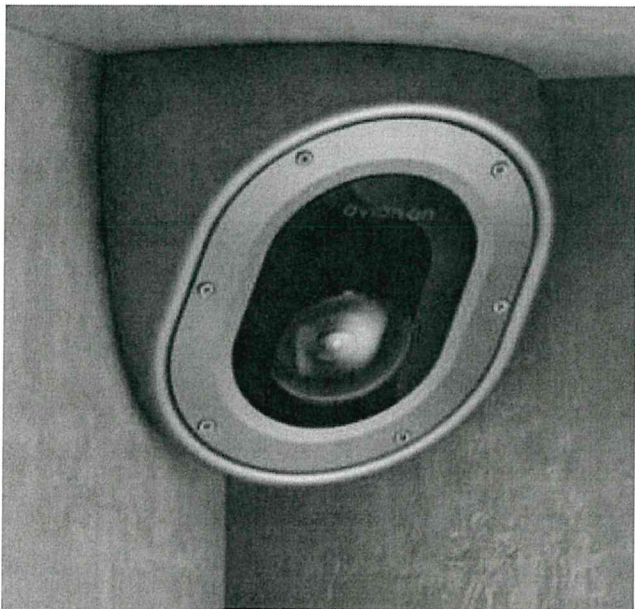
Scope of work:

- Digi will remove (8) existing cameras that are being replaced
- Digi will install (5) conduit runs for cameras installed in holding cells
- Digi will run cabling to designated camera and switch locations
- Digi will install (8) Avigilon cameras
- Digi will terminate cabling for camera and switch locations
- Digi will commission, program, and test all equipment
- Digi will configure camera settings for optimal performance

Avigilon Equipment:

- (5) 3MP H5A anti-ligature corner camera - 5 Holding Cells
- (3) 12MP Fisheye - Booking Area - Jail Entrance & Fingerprinting Area

H5A Corner Camera (Pictured)



12MP Fisheye (Pictured)

11333 East 51st Place
Tulsa, OK 74146
www.digiss.com
(918) 824-2520



DIGI
SECURITY SYSTEMS



Please contact me with any questions.

Thank you,

Sean Hardani
Account Manager
Digi Security Systems - Tulsa

11333 East 51st Place
Tulsa, OK 74146
www.digiss.com
(918) 824-2520



DIGI
SECURITY SYSTEMS

Avigilon Cameras - Installation Materials - Labor

Product Details	Suggested Price	Discount Amount	State Contract Price	Qty	Ext. Contract Price
12.0W-H5A-FE-DO1-IR 12.0 MP, Fisheye Dome Camera, Day/Night, WDR, 1.6mm f/2.0, Next-Generation Analytics, Integrated IR	\$1,255.11	\$376.53	\$878.58	3	\$2,635.74
3.0C-H5A-CR1-IR H5A; Corner; CRS; 3.0 MP WDR; 3-9mm;IR	\$1,335.87	\$400.76	\$935.11	5	\$4,675.55
CABLE-CAT6-CMP-1 Cabling - Category 6 - Network - Plenum with J-Hooks Etc.	\$335.00	\$67.00	\$268.00	3	\$804.00
CABLE-CONDUIT Conduit Materials and Labor Per Conduit Run	\$620.00	\$124.00	\$496.00	5	\$2,480.00
DSS-INST-CAM-IN-JAIL Digi Professional Installation Materials - Indoor Camera Jail	\$135.00	\$27.00	\$108.00	8	\$864.00
TECH-LABOR TECH (FIRE AND SECURITY)	\$120.00	\$36.00	\$84.00	50	\$4,200.00
TECH-SENIOR-LABOR SENIOR TECH (FIRE AND SECURITY)	\$140.00	\$42.00	\$98.00	15	\$1,470.00

Subtotal: \$17,129.29

11333 East 51st Place
Tulsa, OK 74146
www.digiss.com
(918) 824-2520



DIGI
SECURITY SYSTEMS

City of Bixby - Police Station - Jail Camera Addition - State Contract SW1048D

Prepared by:

Digi Security Systems - Tulsa

Sean Hardani
(918) 824-0001
seanh@digiss.com



Prepared for:

City of Bixby

PO BOX 70
Bixby, OK 74008
Heather Staley
(918) 366-8294
hstaley@bixbyok.gov

Quote Information:

Quote #: 004619

Version: 1
Delivery Date: 04/17/2022
Expiration Date: 05/31/2021

Quote Summary

Description	Amount
Avigilon Cameras - Installation Materials - Labor	\$17,129.29

Subtotal: **\$17,129.29**

Shipping: **\$125.00**

Total: **\$17,254.29**

This quotation does not include applicable taxes unless specifically listed above. Acceptance of this quote or any purchase order generated as a result of this quote indicates acceptance of the Digi standard terms and conditions. The Digi standard terms and conditions can be found at www.digiss.com or a copy may be requested from your Digi representative. This proposal is valid for 30 days. Conduit, back boxes and hangers are excluded from this proposal unless specifically listed above. All 120v work is excluded from this proposal unless specifically listed. Any and all painting and patching is excluded. Asbestos work of any kind is excluded from this proposal. No cost for any required abatement is included in this proposal. Any cancellation or returns may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible.

Digi Security Systems - Tulsa

City of Bixby

Signature: _____

Name: Sean Hardani

Title: Account Manager

Date: 04/17/2022

Signature: _____

Name: Heather Staley

Date: _____

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-22 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (General Fund portion).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Crawford and Associates has considerable familiarity with our financial operations, having prepared the FY-12 thru FY-21 Financial Statements for the City, and thus is well positioned to efficiently and cost-effectively prepare them for FY-22. The firm's knowledge of governmental accounting standards and municipal government provided the City with well-prepared financial statements and notes for our auditors to audit.

EXHIBITS: Contract

KEY ISSUE: Preparation of FY-22 Financial Statements for our auditors and accounting assistance as needed.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 05/23/2022

MEETING: City

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Resolution No. 2022-8, providing for the annual renewal, ratification and reaffirmation, in Fiscal Year 2022-2023, of a certain Security Agreement between the City of Bixby and the Bixby Public Works Authority, dated November 30, 2017.

INITIATOR: City Treasurer Charles Barnes and City Attorney Phil Frazier

STAFF INFO SOURCE: City Treasurer Charles Barnes and City Attorney Phil Frazier

BACKGROUND: Pursuant to a Security Agreement between the City of Bixby and the Bixby Public Works Authority, dated November 30, 2017, the City pledged to appropriate and deposit sales tax amounts necessary to pay the principal and interest on a certain "Bixby Public Works Authority Sales Tax Revenue Note Series 2017." The Authority issued this note to provide funds for capital improvements to the downtown river corridor of the City, in the principal amount of \$13,980,000.00. Under this issue, all principal and interest shall be paid in full on March 1, 2038. Since Oklahoma law prohibits the City from obligating monies beyond any current fiscal year, this Security Agreement must be renewed annually.

EXHIBITS: See Resolution No. 2022-8 attached.

KEY ISSUE: This action fulfills the City's financial obligation to the Bixby Public Works Authority, committed by the City Council on November 30, 2017.

COUNCIL ACTION: Approval.

RECOMMENDATION: Approval.

ITEM NO. CONSENT AGENDA

MEETING DATE: 05/23/2022

MEETING: CITY COUNCIL

THE CITY OF BIXBY, OKLAHOMA

RESOLUTION NO. 2022-8

A RESOLUTION RENEWING, RATIFYING AND REAFFIRMING, FOR FISCAL YEAR 2022-2023, A CERTAIN "SECURITY AGREEMENT" BETWEEN THE CITY OF BIXBY AND THE BIXBY PUBLIC WORKS AUTHORITY, DATED NOVEMBER 30, 2017, BY WHICH THE CITY HAS PLEDGED TO APPROPRIATE AND DEPOSIT SALES TAX AMOUNTS NECESSARY TO PAY THE PRINCIPAL AND INTEREST ON A CERTAIN "BIXBY PUBLIC WORKS AUTHORITY SALES TAX REVENUE NOTE SERIES 2017."

WHEREAS, the Council of the City of Bixby, Oklahoma (hereinafter called the "City"), and the Bixby Public Works Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into a certain Security Agreement (hereinafter called the "Agreement"), dated November 30, 2017, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Sales Tax Revenue Note, Series 2017, and other obligations of the Authority as therein provided; and

WHEREAS, it is necessary that such Agreement be renewed, ratified and affirmed for the fiscal years of the City ending June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BIXBY, OKLAHOMA THAT:

SECTION 1. The Security Agreement dated November 30, 2017, between the City and the Authority, is hereby renewed, ratified and affirmed by the governing body of the City of Bixby, Oklahoma, for the fiscal year ending June 30, 2023.

ADOPTED and APPROVED by the Bixby City Council on this 23rd day of May 2022.

Brian Guthrie, Mayor

ATTEST:

APPROVED:

City Clerk
(SEAL)

City Attorney

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or take action on purchasing unleaded gasoline for \$30,000 for the Police Department.

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Renewable Purchase Order to purchase gasoline for the Police Department. The Department has an agreement with QuikTrip to purchase gasoline and that amount has been climbing. This renewable purchase order will allow us to pay monthly invoices in excess of \$10,000.

EXHIBITS: None

KEY ISSUE: Gasoline for Police vehicles and equipment.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 05/23/2022

MEETING: City

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance for FY-23 in the amount of \$89,508.09 (City's portion of total bill – includes General Fund, Parks and Cemetery)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: The OMAG total general liability and automobile insurance for FY-23 is \$115,285. This represents a \$17,220.00 or 17.56% increase over last year.

EXHIBITS: OMAG Renewal Letter

KEY ISSUE: General liability and automobile insurance coverage for FY-23.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 5/23/2022

MEETING: City



3650 S. Boulevard • Edmond, OK 73013 • omag.org
405.657.1400 • 800.234.9461 • FAX 405.657.1401

May 16, 2022

Charles Barnes
City of Bixby
P.O. Box 70
Bixby, Oklahoma 74008-0070

RE: City of Bixby - Policy GLA140043606

Your OMAG Municipal Liability Protection Plan (MLPP) renewal has been processed. Your invoice is enclosed. All of your policy documents may be accessed through the new OMAG Portal. If you already have an OMAG Portal account, or if you have never registered for a portal account and would like to, visit <http://www.omag.org/origami> to get started. The process is quick and easy, and the portal gives you great access to many useful tools.

The total premium for your MLPP renewal is \$115,285.00. You may pay your premium in full, semi-annual or quarterly installments. The initial payment is due by the effective date of the MLPP policy. If you choose to make a 50% or a 25% initial payment, we will send you notices on a semi-annual or quarterly basis, respectively.

OMAG is created, owned and governed by the cities and towns we serve. We appreciate your support and participation in OMAG's MLPP. Questions regarding your renewal should be directed to me or to Dorie Spitler, Member Services Director, at 800-234-9461 or 405-657-1400.

Sincerely,

A handwritten signature in black ink that reads "Chris Webb". The signature is written in a cursive, flowing style.

Chris Webb
Underwriting Director

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's property insurance in the amount of \$54,302.81 (City portion of total bill)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE: Charles Barnes

BACKGROUND: The City's total property insurance for FY23 is \$89,911.00. This represents a \$4,165.00 or 4.85% increase over last year. We requested new valuations on several properties due to renovations; plus acquisitions, etc.

EXHIBITS: OMAG Renewal Letter

KEY ISSUE: Property insurance coverage for FY-23.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 5/23/2022

MEETING: City

CONSENT AGENDA

ITEM: Approval of 2023 Court Dates

INITIATOR: Court Clerk

STAFF INFO: Debra Sheridan

BACKGROUND: Recommendation that the 2023 Court Dates be approved

EXHIBITS: List of 2023 Court Dates

KEY ISSUE: Approval

COUNCIL ACTION: Approve/Deny

RECOMMENDATION: Approval

Consent Agenda

MEETING DATE: 05/23/22

2023 COURT DATES

January 05, 2023

January 26, 2023

February 02, 2023

February 16, 2023

March 02, 2023

March 23, 2023

April 06, 2023

April 20, 2023

May 04, 2023

May 18, 2023

June 01, 2023

June 15, 2023

July 13, 2023

July 27, 2023

August 10, 2023

August 24, 2023

September 14, 2023

September 28, 2023

October 05, 2023

October 19, 2023

November 02, 2023

November 16, 2023

December 07, 2023

December 21, 2023

Consent Agenda Item Commentary

Item Title

Discuss and/or take action on a Resolution to declare certain dates designated for Celebration & Holiday Observance in the city limits of Bixby

Initiator

Bryan Toney

Staff Information Source

Bryan Toney

Background

Independence Day. The City of Bixby sells Residential Fireworks permits each year to allow residents the ability to discharge authorized fireworks in the city limits. The recommendation from the Fire Chief J. Wiedel is to designate the hours and dates as listed hereafter: Hours of 3:00 p.m. and 11:00 p.m. on Saturday, July 2nd; Sunday, July 3rd; and Monday, July 4th for the 2022 year calendar year.

Halloween. The City of Bixby staff receive numerous calls, emails and walk-in requests inquiring if the City of Bixby Council has a declared or recommended day to for the public to celebrate Halloween. Staff recommends the date be declared on Monday, October 31st, 2022, as it has been designated in past years.

Council Action

Resolution, Recommendation or Take No Action

Recommendation

Make a Resolution

Item No: _____

Meeting Date

May 23th, 2021

Meeting

City Council Regular Meeting

City Council of the City of Bixby, Oklahoma

Resolution Number 2022-9

**A Resolution to declare certain dates designated for
Celebration & Holiday Observance in the City Limits of
Bixby**

Whereas, the City of Bixby allows the discharge of certain fireworks on Independence Day by city ordinance within the City Limits of Bixby by Permit, and;

Whereas, the residents of Bixby celebrate and have the Halloween Celebration in neighborhoods by going door to door as allowed by City Ordinance, and;

Whereas, the celebration and/or holiday observance is for the entertainment, recreation and for the benefit of the health, safety, and welfare of the residents of the City of Bixby, and;

Now, Therefore, be it Resolved by the City Council of the City of Bixby, Oklahoma that:

Section 1. Independence Day. The City of Bixby 2022 Fireworks permit will allow permit holders to discharge fireworks authorized by city ordinance between the hours of 3:00 p.m. and 11:00 p.m. on Saturday, July 2nd; Sunday, July 3rd; and Monday, July 4th of the 2022 year.

Section 2. Halloween. The City of Bixby Council will direct staff to recommend to the public to celebrate Halloween on Monday, October 31st, 2022.

Adopted by the Council on the ____ Day of _____, 20____

Mayor of the City of Bixby, Oklahoma

(Seal)

Attest:

City Clerk

Approved:

City Attorney

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve 2022-2023 Oklahoma
Municipal League service Fees in the amount of
\$10,273.00 (City portion)

INITIATOR: OML

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is for the City of Bixby's participation in the
Oklahoma Municipal League

EXHIBITS: Letter from OML

KEY ISSUE: Bixby's participation in OML

COUNCIL ACTION: Approve or deny

RECOMMENDATION: None

ITEM NO: Consent Agenda

MEETING DATE: 5/23/2022

Meeting: City



2022-2023 Service Fees for Bixby

How Does It All Add Up?

2022-2023

Base	\$ 550.00
Formula	\$ 18,851.63
Per Capita	\$ 1,144.36
Service Fees	\$ 20,545.99

The following formula was used to figure your 2022-2023 service fees:

2020 Census Population	28,609
2021 Total Sales Tax Receipts	\$ 15,269,817.72
2021 Municipal Sales Tax Rate	4.05 %

Base = \$ 550

Formula = 2021 Total Sales Tax Receipts divided by 2021 Municipal Sales Tax Rate times .005.

Per Capita = 2020 Census Population times .04.

If a payment plan works best, please feel free to contact OML and make those arrangements.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or take action on Memorandum of Understanding between City of Bixby and The Indian Nations Council of Government (INCOG) regarding the 911 system.

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: City of Bixby desires to maintain the accuracy of its street layer used in the 911 system. INCOG desires to assist City of Bixby by performing certain tasks. City of Bixby agrees to pay INCOG \$4,669 for the performance of those tasks.

EXHIBITS: INCOG MOU

KEY ISSUE: Accurate 911 response.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 05/23/2022

MEETING: City

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE INDIAN NATIONS COUNCIL OF GOVERNMENT (INCOG) & BIXBY**

This Memorandum of Understanding outlines the duties of INCOG and Bixby to maintain the NG9-1-1 electronic map street layer, address point layer, ESN, Fire, Law, Ambulance, Public Service Answering Point (PSAP) boundaries, and the master street and address guide (MSAG).

Bixby desires to maintain the accuracy of its street layer used in its 9-1-1 center for locating callers and directing emergency personnel to the correct location, to update and maintain the MSAG, which is the database containing the address information necessary to locate a 9-1-1 caller and plot the call on the electronic map, and to verify the correct routing of wireless cell towers to its jurisdiction.

INCOG desires to assist Bixby by performing the following tasks.

1. INCOG will acquire all newly platted subdivisions, new streets, street closures and any alterations of the PSAP, fire, law, and ambulance boundaries promptly upon approval by the governing body.
2. Using the information acquired, INCOG will:
 - a. Update and maintain an accurate emergency services number (ESN) map layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - b. Update and maintain accurate street files based on the updated ESN layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - c. Update and maintain an accurate address point layer based upon the updated ESN layer, according to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard.
 - d. Create associated 911 GIS data and perform any changes to the MSAG to accommodate newly platted subdivisions and newly assigned unplatted addresses.
 - e. Perform MSAG, street, address point, and boundary layer (fire, law, ambulance, ESZ and PSAP) validations as a part of the Oklahoma NG9-1-1 GIS Toolkit
 - (i) Identifying and correcting street mapping errors
 - (ii) Identifying and correcting address point mapping errors
 - (iii) Identifying and correcting boundary layer (fire, law, ambulance, ESZ and PSAP) mapping errors, and
 - (iv) Identifying and correcting MSAG errors.
 - f. Provide quarterly the newly updated street and address point file to the Bixby 9-1-1 center.

3. INCOG will acquire annually the geo-coded location of all cell phone towers for wireless service providers that have deployed Phase II wireless service in the Bixby PSAP boundary.
4. Using the information acquired, INCOG will:
 - a. Place the cell tower location on the map,
 - b. Calculate the footprint of the tower based on data provided by the wireless service provider,
 - c. Establish or verify the routing for each tower to the correct PSAP and send corrections for routing back to the cell phone provider, and
 - d. Verify new tower locations and routing upon request of wireless providers.

Bixby agrees to pay INCOG \$4,669 for the performance of its duties outlined in this agreement. Payments shall be made upon receipt of an invoice from INCOG in the total amount.

This Memorandum of Understanding shall become effective July 1, 2022 and continue until June 30, 2023. This MOU may be extended in time or amended upon written agreement of the parties.

**INDIAN NATIONS COUNCIL OF
GOVERNMENTS**

CITY OF BIXBY

Chair of the Board

(Name)
(Title)

(Clerk)
(seal)

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on purchasing unleaded gasoline for \$25,000

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: Renewable Purchase Order to purchase gasoline and Diesel. Quotes from Hopkins, Etheridge, and Davis Oil are obtained before purchasing fuel to purchase at the lowest possible price per gallon.

EXHIBITS: None

KEY ISSUE: Gasoline and Diesel for city vehicles and equipment

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 5-23-22

MEETING: Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve renewing mowing contract with BOCA Outdoors for FY23 to mow R-O-W

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: The original contracts to mow the ROW was bid in 2019 with the option of yearly renewal with Council approval as following:

- **Group G:**
 - **Haikey Creek Flood Protection Channel Mowing** - **\$8,500.00/per pass**
 - **Spraying** - **\$4,050.00/per pass**

EXHIBITS: None

KEY ISSUE: property maintenance.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve renewing mowing contract with Source One for FY23 to mow the Haikey Levee

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: The original contracts to mow the Hikey Levee was bid in 2020 with the option of yearly renewal with Council approval as following:

- **Group G:**
 - **Haikey Creek Levee Mowing** - **\$1,495.00/per pass**
 - **Spraying** - **\$3,995.00/per application**

EXHIBITS: None

KEY ISSUE: property maintenance.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve renewing mowing contract for FY23 to mow Bixby Cemetery

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: The original contract was bid in 2016 with the option of yearly renewal with Council approval as following:

1) Heartland Lawn Care

- **Group G - Cemetery** - **\$1,300.00/per pass**

EXHIBITS: None

KEY ISSUE: property maintenance.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve renewing mowing contract with Precision Fencing for FY23 to mow Fry Creek channels, Bixby Creek channel, and R-O-W

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: The original contracts to mow the storm water facilities and ROW were bid in 2015, 2016, and 2018 with the option of yearly renewal with Council approval as following:

Group A – North Detention	\$ 885.00/per pass
Group B - North Arterial Streets & Memorial	\$2,085/per pass
Group C – South Bixby Highways	\$1,585/per pass
Sandusky - North of 151st	\$ 565.00/per pass
Group E	
• Bixby Creek Flood Protection Channel - Mowing -	\$ 4,285.00/per pass
• Bixby Creek Spraying	\$ 7,172.00/per pass
Group F –	
• Fry Ditch 1-Mowing	\$ 2,985/per pass
• Fry Ditch 1-Spraying	\$ 4,999/per pass
• Fry Ditch 2-Mowing	\$ 3,085/per pass
• Fry Ditch 2-Spraying	\$ 4,650/per pass
• Fry Ditch Tributary-Mowing	\$ 210.00/per pass

EXHIBITS: None

KEY ISSUE: property maintenance.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Approve renewing mowing contract with Prodigy Lawn and Care for FY23 to mow R-O-W

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: The original contracts to mow the ROW was bid in 2018 with the option of yearly renewal with Council approval as following:

- **Group D – South Bixby Arterials** - **\$1,350/per pass**

EXHIBITS: None

KEY ISSUE: property maintenance.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action to approve final acceptance of the CDBG Needles Storm Sewer and Sidewalk Project with a final contract amount of \$216,241.63.

INITIATOR: Bea Aamodt, PW Director

STAFF INFORMATION SOURCE: Jon Brown, Construction Project Manger

BACKGROUND: 364LF of 4'x3' Reinforced Concrete Box was installed parallel to Needles Ave to provide drainage for the Midland Addition. Sidewalk and ADA ramps were also installed between Stanley and Montgomery, to connect to Downtown Streetscape sidewalks. Gradeline Construction completed the project.

The original contract amount was \$261,234.00.

EXHIBITS: None

KEY ISSUE: Approval

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

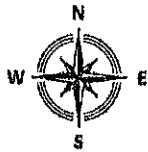
ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

Prepared March, 2022

MORTGAGE INSPECTION PLAT



1"=50'

PROJECT NO.: 223456-549

MORTGAGOR: Dustin J. Greany and Lise S. Greany

CLIENT: First American Title & Trust Company
Veterans United Home Loans
File No.: 2721772-TU02

LEGEND

B/E	BURIED ELECTRIC SERVICE CABLE ESMT (APPROX LOCATION)
B/L	BUILDING LINE
D/E	DRAINAGE EASEMENT
U/E	UTILITY EASEMENT
EM	ELECTRIC METER
FL/E	FENCE AND LANDSCAPE EASEMENT

This property is located in flood zone "X-UNSHADED" as per FIRM
Community Panel No. 405381 0353L, as last revised October 16, 2012.

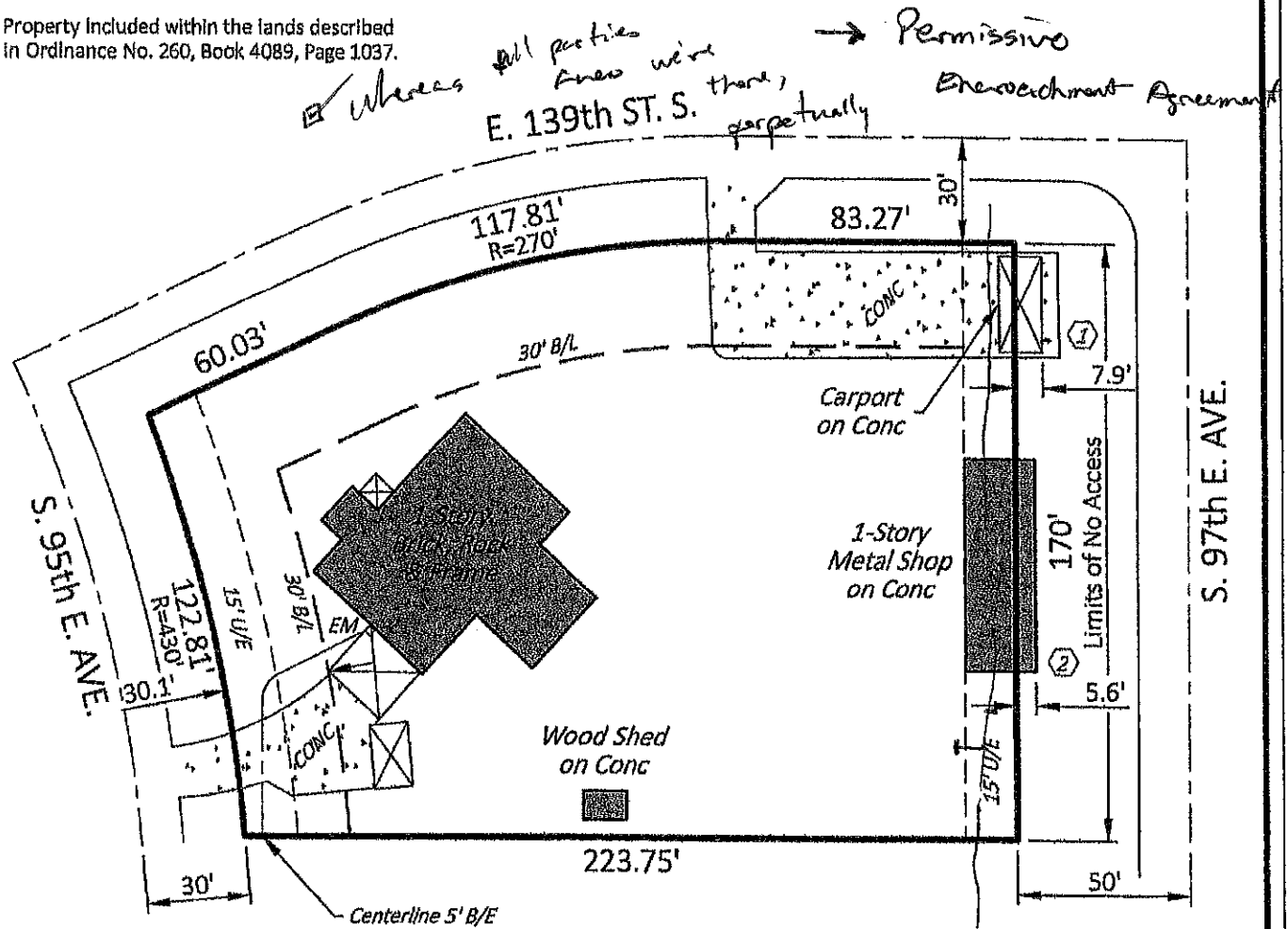
① Carport is in U/E as shown and 7.9' over Lot Line

Easement, Book 3531, Page 223, with
Partial Release, Book 4090, Page 588,
does not affect this property.

Easement, Book 2387, Page 587,
does not affect this property.

② Metal Shop is in U/E as shown and 5.6' over Lot Line

Property Included within the lands described
in Ordinance No. 260, Book 4089, Page 1037.



PLAT NO. 3250

LEGAL DESCRIPTION AS PROVIDED:

LOT ONE (1), BLOCK SEVEN (7), SOUTHWOOD SOUTH ADDITION, AN ADDITION IN TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 3250, AND KNOWN AS 13935 SOUTH 95th EAST AVENUE.

SURVEYOR'S STATEMENT

Harden & Associates, Surveying and Mapping, PC, an Oklahoma corporation, and the undersigned Registered Professional Land Surveyor, under Certificate of

AGENDA ITEM COMMENTARY

ITEM TITLE: Public hearing to receive input on the FY-23 Budget.

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: To receive input from citizens on the FY-23 City budget. This is a required public hearing per Title 11, Section 17-208 of the Municipal Budget Act.

EXHIBITS: Newspaper publication.

KEY ISSUE: Provide citizens with the opportunity to comment on the FY-23 budget.

COUNCIL ACTION: None

RECOMMENDATION: None

ITEM NO: Regular Agenda

MEETING DATE: 5/23/2022

MEETING: City



Public Hearing Fiscal Year 2022-2023 Proposed Budget

City of Bixby
May 23, 2022

The City Council of the City of Bixby will hold a public hearing in conjunction with the regularly scheduled Council meeting, beginning at 6:00 p.m. on Monday, May 23, 2022 in the Bixby Municipal Building. The purpose of the hearing is to receive written or oral comments and for holding open discussions including answering questions on the City's budget for Fiscal Year 2022/2023. The following is a summary of the proposed budget. The proposed budget will be available for public inspection in City Hall during normal working hours.

**CITY OF BIXBY FUND SUMMARY
2022-2023 PROPOSED BUDGET**

ESTIMATED REVENUES

Fund	Taxes	Charges for Services	Fines and Forfeitures	Licenses and Permits	Miscellaneous	Interfund Transfers In	Total Estimated Revenues
General Fund	\$ 10,001,944	450,000	338,681	688,612	427,082	6,739,030	\$ 18,645,349
Sales Tax Personnel Fund	1,098,203	-	-	-	5,000	-	1,103,203
Street and Alley Fund	235,000	-	-	-	224,500	885,000	1,344,500
Capital Improvement Fund	4,537,484	-	-	-	65,000	895,583	5,498,067
Fishing License Fund	-	-	-	5,000	350	-	5,350
Downtown River Corridor Fund	1,494,843	-	-	-	5,000	-	1,499,843
Sewer System Improvement Fund	3,294,609	-	-	-	10,000	5,175,518	8,480,127
Disaster Recovery Reserve Fund	-	-	-	-	15,000	-	15,000
Park Fund	1,757,125	62,000	-	-	20,000	-	1,839,125
Stormwater Management Fund	-	-	-	761,275	379,378	1,576,000	2,716,653
Water and Sewer Development Fund	-	-	-	120,000	100,000	3,929,568	4,149,568
E-911 Fund	-	-	-	194,500	500	-	195,000
WWTP Fund	-	-	-	-	1,526,143	4,230,178	5,756,321
Fry Creek Maintenance	-	-	-	-	4,000	200,000	204,000
Economic Development Fund	150,000	-	-	-	3,000	-	153,000
Debt Service	3,900,000	-	-	-	40,000	-	3,940,000
Rural Fire	-	-	-	22,500	-	7,000	29,500
Cemetery Care Fund	-	30,000	-	-	3,000	-	33,000
Cemetery Beautification Fund	-	-	-	-	650	-	650
Cemetery Maintenance Fund	-	20,000	-	-	200	50,000	70,200
Police Asset Forfeiture - Federal	-	-	-	-	50,000	-	50,000
Police Asset Forfeiture - State	-	-	-	-	45,000	-	45,000
Alive at 25 Fund	-	5,580	-	-	-	-	5,580
American Recovery Program Act (ARPA) Fund	-	-	-	-	2,440,284	-	2,440,284
General Obligation Bond Funds	-	-	-	-	5,499,000	-	5,499,000
Bixby Public Works Authority	-	11,641,304	-	-	74,000	8,601,789	20,317,093
Use of Fund Balance	-	-	-	-	-	88,494,119	88,494,119
	\$ 26,469,208	\$ 12,208,884	\$ 338,681	\$ 1,791,887	\$ 10,937,087	\$ 120,783,785	\$ 172,529,532

ESTIMATED EXPENDITURES								Total
Fund or Department	Personal Services	Materials and Supplies	Services and Charges	Capital Outlay	Debt Service	Interfund Transfers Out	Total Estimated Expenditures	
General Fund						7,239,030	\$ 7,239,030	
Administration	\$ 601,084	180	12,990	-	-	-	614,254	
Legal Department	132,875	9,000	10,297	-	-	-	152,172	
Municipal Court	130,640	1,000	19,900	-	-	-	151,540	
Community Service	4,000	2,750	2,815	-	-	-	9,565	
General Government	179,700	34,550	946,974	-	-	-	1,161,224	
Development Services	495,589	14,040	28,700	-	-	-	538,329	
Police Department	4,092,566	337,085	295,755	-	-	-	4,725,406	
Fire Department	3,429,164	276,632	262,634	-	-	-	3,968,430	
Street Department	487,590	150,000	150,752	-	-	-	788,342	
Cemetery Department	103,157	-	-	-	-	-	103,157	
Emergency Services	4,100	7,000	31,405	-	-	-	42,505	
Sales Tax Personnel Fund - Police Dept.	572,052	-	-	-	-	-	572,052	
Sales Tax Personnel Fund - Fire Dept.	706,394	-	-	-	-	-	706,394	
Sales Tax Personnel Fund - Street Dept.	175,666	-	-	-	-	-	175,666	
Street and Alley Fund	50,000	17,500	3,608,000	-	-	-	3,675,500	
Capital Improvement Fund	-	-	-	12,924,306	-	2,782,583	15,706,889	
Fishing License Fund	-	-	55,000	7,170	-	-	62,170	
Downtown River Corridor Fund	-	-	3,050,000	-	897,038	-	3,947,038	
Sewer System Improvement Fund	-	-	-	-	-	4,190,133	4,190,133	
Park Fund	691,095	291,153	242,445	-	-	220,000	1,444,693	
Stormwater Management Fund	-	3,010,800	10,000	-	-	200,000	3,220,800	
Water and Sewer Development Fund	-	11,955,000	-	-	-	2,200,000	14,155,000	
E-911	-	-	140,236	40,000	-	60,000	240,236	
WWTP Fund	-	-	-	15,115,431	-	-	15,115,431	
Fry Creek Maintenance	-	1,000,000	100,000	-	-	-	1,100,000	
Economic Development Fund	167,081	76,305	651,954	-	-	-	895,340	
Debt Service	-	-	-	-	4,199,418	-	4,199,418	
Rural Fire	-	10,000	-	-	-	-	10,000	
Cemetery Care Fund	-	149,000	-	-	-	-	149,000	
Cemetery Beautification Fund	-	650	-	-	-	-	650	
Cemetery Maintenance Fund	-	27,850	68,250	-	-	-	96,100	
Police Asset Forfeiture - Federal	-	50,000	-	-	-	-	50,000	
Police Asset Forfeiture - State	-	45,000	-	-	-	-	45,000	
Alive at 25 Fund	-	15,000	-	-	-	-	15,000	
General Obligation Bond Funds	-	-	-	60,008,500	-	-	60,008,500	
Bixby Public Works Authority	2,813,992	415,700	4,856,679	4,410,000	240,845	10,517,352	23,254,568	
	\$ 14,836,745	\$ 17,896,195	\$ 14,544,786	\$ 92,505,407	\$ 5,337,301	\$ 27,409,098	\$ 172,529,532	

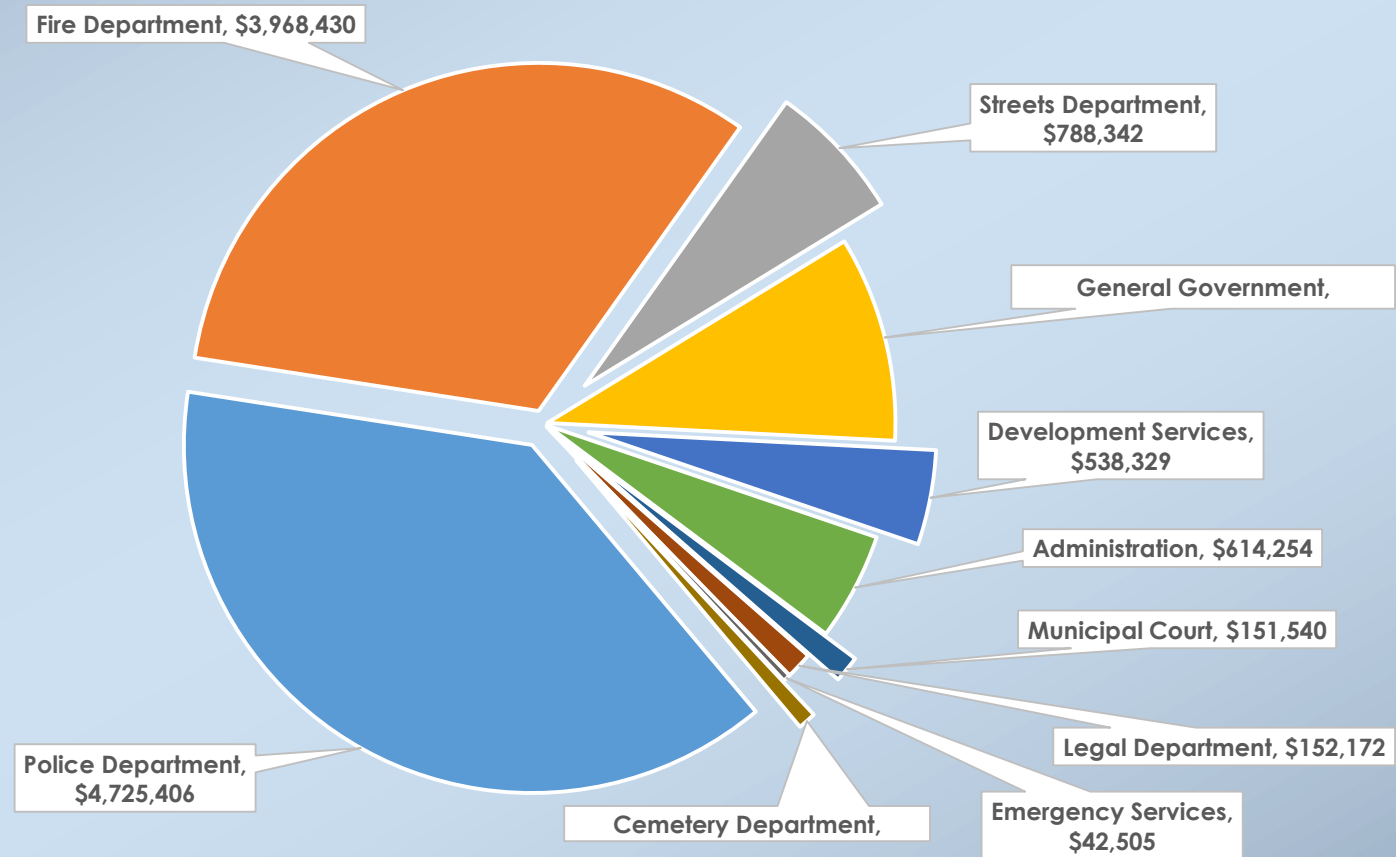
General Fund, By Purpose FY-23 Proposed Budget

<u>Purpose:</u>	<u>Amount</u>	<u>% of Total</u>
Property & Casualty, Health Insurance & Dental Premiums, Misc.	\$2,439,280	19.90%
Maintain Public Safety Operations	5,813,126	47.44%
Maintain Administration and General Government Operations	1,764,721	14.40%
Maintain Court Operations	261,954	2.14%
Maintain Street Operations	747,001	6.10%
EMSA Premiums (Pass Thru)	298,414	2.44%
Maintain Cemetery Operations	103,157	0.84%
New Compensation (Raises)(New Positions)(Wage+FICA+Med Tax+Pension Increase)	827,271	6.75%
Total Proposed General Fund Expenditures Budget	<u>\$12,254,924</u>	<u>100.00%</u>

General Fund, By Department FY-23 Proposed Budget

<u>Department:</u>	<u>Amount</u>	<u>% of Total</u>
Police Department	\$4,725,406	38.56%
Fire Department	3,968,430	32.38%
Streets Department	788,342	6.43%
General Government	1,170,789	9.55%
Development Services	538,329	4.39%
Administration	614,254	5.01%
Municipal Court	151,540	1.24%
Legal Department	152,172	1.24%
Emergency Services	42,505	0.35%
Cemetery Department	103,157	0.84%
Total Proposed General Fund Expenditures Budget	\$12,254,924	100.00%

General Fund - By Department FY-23 Proposed Budget



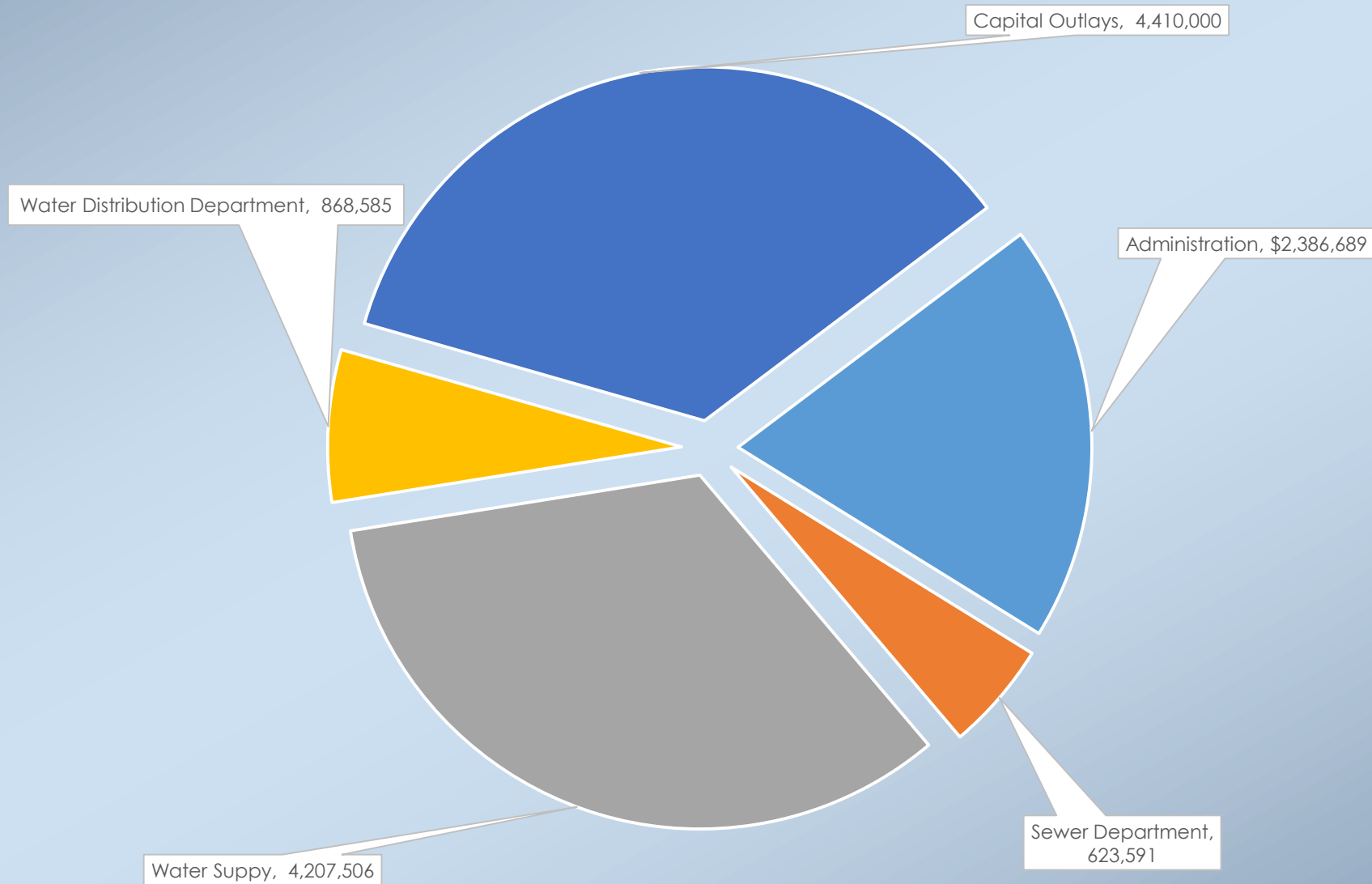
Bixby Public Works Authority Fund, By Purpose FY-23 Proposed Budget

<u>Purpose:</u>	<u>Amount</u>	<u>% of Total</u>
Property & Casualty, Health Insurance & Dental Premiums, Misc.	\$695,651	5.57%
Maintain Personnel Services	2,149,195	17.20%
Materials, Supplies and Services	859,700	6.88%
Cost of Water Supply	4,207,506	33.67%
Capital Improvements	4,410,000	35.29%
New Compensation (Raises) (New Positions)	174,319	1.39%
Total Proposed BPWA Fund Expenditures Budget	\$12,496,371	100.00%

**Bixby Public Works Authority Fund, By Department
FY-23 Proposed Budget**

<u>Department:</u>	<u>Amount</u>	<u>% of Total</u>
Administration	\$2,386,689	19.10%
Sewer Department	623,591	4.99%
Water Supply	4,207,506	33.67%
Water Distribution Department	868,585	6.95%
Capital Outlays	4,410,000	35.29%
Total Proposed BPWA Fund Expenditures Budget	\$12,496,371	100.00%

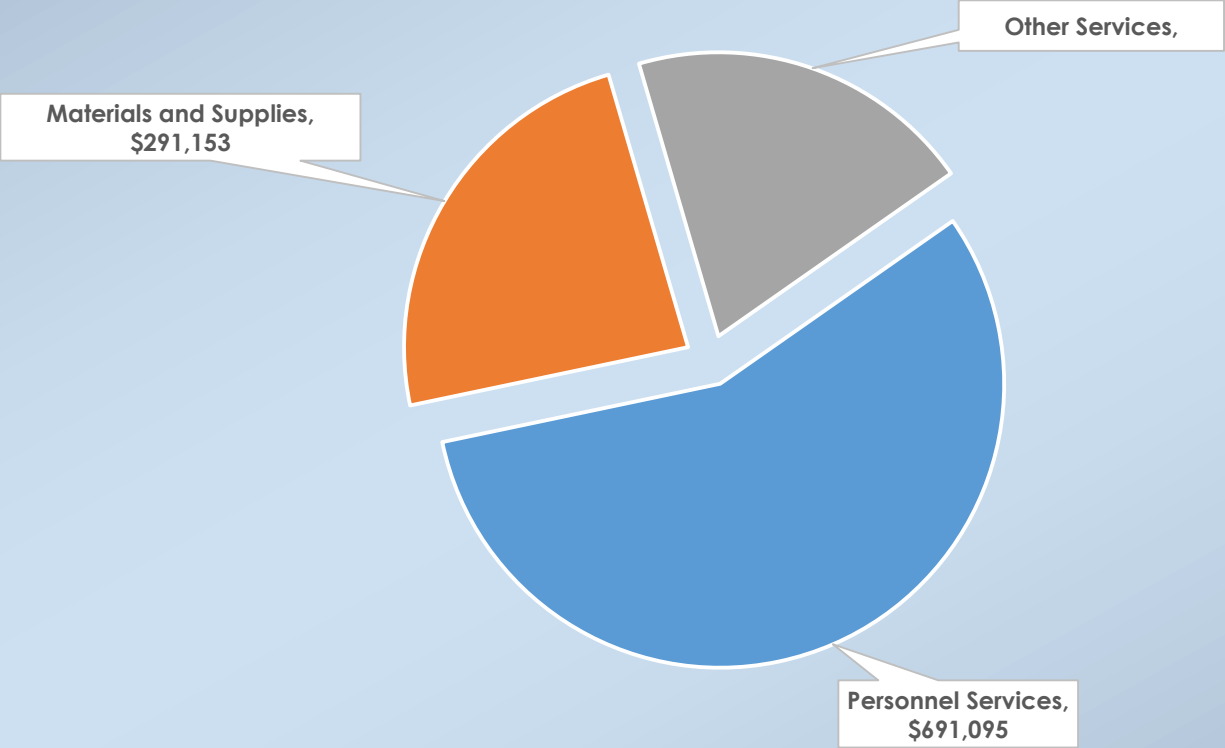
BPWA Fund - By Department FY-23 Proposed Budget



**Parks Department - By Purpose
FY-23 Proposed Budget**

<u>Purpose:</u>	<u>Amount</u>	<u>% of Total</u>
Personnel Services	\$691,095	56.43%
Materials and Supplies	291,153	23.77%
Other Services	242,445	19.80%
Total Proposed Parks Fund Expenditures Budget	\$1,224,693	100.00%

Parks Department Fund - By Purpose
FY-23 Proposed Budget



Questions?

After the public hearing tonight, if you have any questions or comments about the Fiscal Year 2022/2023 budget, you can submit them through the City's website Contact Function – choose the Finance Department

www.bixbyok.gov/formcenter/Contact-Us-4/Contact-Staff-Member-44

AGENDA ITEM COMMENTARY

ITEM TITLE: Ordinance 2397. An ordinance amending the employee retirement system, defined contribution plan for the position of City Manager for the City of Bixby, Oklahoma by adopting a revised and restated retirement plan.

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is a retirement plan the former City Manager is on that the IRS requires to be updated every 5 years. OMRF is the carrier for this plan. Doug Enevoldsen is the only participant in this plan.

EXHIBITS: Ordinance 2397.

KEY ISSUE: IRS required update to a Defined Contribution Plan.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Regular Agenda

MEETING DATE: 5/23/2022

MEETING: City

ORDINANCE NO. 2397

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **June 1, 2022**, the amended and restated Plan designated "Employee Retirement System of the City of Bixby, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

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

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full

force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 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 Bixby, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

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

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

END

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

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

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

City of Bixby [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 Bixby, Oklahoma, hereby establishes a Defined Contribution Plan to be known as **City of Bixby CMO Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

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

1. Dates.

- ☐ This instrument is a new Plan effective ____ ("Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].
- ☒ This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective May 22, 2000. The effective date of this Joinder Agreement is June 1, 2022 ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ 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: Car Allowance, Phone Allowance and Health Insurance Reimbursement [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 0.00% 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 % 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%

[X] 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 6.14 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 Bixby 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 Bixby

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

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

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

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

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

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ARTICLE I.
Purpose and Organization

1.1 **Purpose:** The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under 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 Supereession 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 Doden*



STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

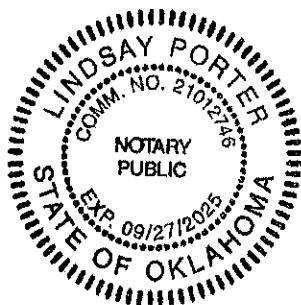
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 17 day of December, 2021, personally appeared Donna Doden, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument 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.

Lindsay Porter
Notary Public
My Commission No.: 21012746

My Commission Expires:
09/27/2025

(NOTARY SEAL)



AGENDA ITEM COMMENTARY

ITEM TITLE: Ordinance 2398. An ordinance amending the employee retirement system, defined contribution special incentive plan for the position of City Manager for the City of Bixby, Oklahoma by adopting a revised and restated retirement plan.

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is a retirement plan the former City Manager is on that the IRS requires to be updated every 5 years. OMRP is the carrier for this plan. Doug Enevoldsen is the only participant in this plan.

EXHIBITS: Ordinance 2398.

KEY ISSUE: IRS required update to a Defined Contribution Plan.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Regular Agenda

MEETING DATE: 5/23/2022

MEETING: City

ORDINANCE NO. ____2398____

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **June 1, 2022**, the amended and restated Plan designated "Employee Retirement System of the City of Bixby, Oklahoma, Defined Contribution Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

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

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full

force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 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 Bixby, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

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

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

END

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

By _____
Mayor

ATTEST:

Clerk

Approved as to form and legality on _____, _____.

CITY ATTORNEY

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

City of Bixby [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 Bixby, Oklahoma, hereby establishes a Defined Contribution Plan to be known as City of Bixby Special Incentive CMO Plan (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

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

1. Dates.

- ☐ This instrument is a new Plan effective ____ ("Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].
- ☒ This instrument is an amendment, restatement, and continuation of the Previous Plan, which was originally effective May 22, 2010. The effective date of this Joinder Agreement is June 1, 2022 ("Effective Date") [date may not be prior to Plan Year of the date of execution], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ 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: Car Allowance, Phone Allowance and Health Insurance Reimbursement [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 % 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%

[X] 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	0%	100%
at least 1 but less than 2	0%	100%
at least 2 but less than 3	0%	100%
3 or more	100%	0%

[] Option F

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

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

11. Participant Loans.

- ☒ Participant loans shall be offered pursuant to Section 6.14 of the Plan.
☐ 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 Bixby 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 Bixby

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

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

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

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

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

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ARTICLE I.
Purpose and Organization

1.1 **Purpose:** The purpose of this Plan is to encourage the loyalty and continuity of service of the Participants, to provide retirement benefits for all eligible Employees of the Employer, as hereinafter defined, who complete a period of faithful service and become eligible hereunder, and to qualify the Plan under 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 Donna Dodson
Secretary

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

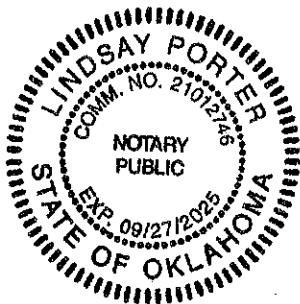
BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 17 day of December, 2021, personally appeared Donna Dodson, to me known to be the identical person who subscribed the name of the Oklahoma Municipal Retirement Fund, a municipal corporation, to the foregoing instrument 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)



REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2391, Bixby Comprehensive Plan Amendment (BXCP-22.01) to the Comprehensive Plan in the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E to reconfigure the Commercial Shopping area.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The applicant requests a reconfiguration of the Commercial Shopping area along East 151st and East of Harvard Avenue

Heard on May 16, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Comp Plan Application
Planning Commission Staff Report

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment request BXCP-22.01, reconfiguring the Commercial area on the southeast corner of East 151st Street & Harvard Avenue.

ITEM NO: _____

MEETING DATE: 5/23/2022

MEETING: City Council

Comprehensive Plan Application

BXCP-22.01



City of Bixby

APPLICATION TO THE CITY OF BIXBY FOR OF A COMPREHENSIVE PLAN AMENDMENT

CASE NUMBER: _____

SELECT CURRENT MAP DESIGNATION (C) | SELECT REQUESTED LAND USE (R)

FUTURE LAND USE | RESIDENTIAL

LAND USE INTENSITY

- ☐ RURAL AGRICULTURE (UNINCORPORATED)
- ☐ AGRICULTURAL
- ☐ RURAL RESIDENTIAL
- ☐ LOW DENSITY RESIDENTIAL
- ☐ MEDIUM DENSITY RESIDENTIAL
- ☐ MEDIUM-HIGH DENSITY RESIDENTIAL
- ☐ HIGH DENSITY RESIDENTIAL
- ☐ MIXED USE
- ☐ RESIDENTIAL MANUFACTURED HOME PARK

FUTURE LAND USE | COMMERCIAL | OTHER

LAND USE INTENSITY

- ☐ NEIGHBORHOOD COMMERCIAL
- ☒ COMMERCIAL
- ☐ INDUSTRIAL
- ☐ PUBLIC / INSTITUTIONAL
- ☐ RECREATIONAL/OPEN SPACE
- ☐ FLOOD DISTRICT
- ☐ WATER

PROPERTY INFORMATION:

Property Location: SE Corner of 151st & Harvard

Legal Description: See attached.

Subdivision _____ Lot _____ Block _____

Parcel number: _____ Plat name* (if applicable): _____

*If unplatted: Attach legal description and electronic legal description in WORD format

Project Details (Include-purpose of project, why the request, new proposal, etc.):

Applicant (Name & Business): AAB Engineering, LLC Address: P.O. Box 2136
City: Sand Springs State: OK Zip: 74063 Phone: 918 514 4283
Email: jasong.aabeng.com

Property Owner(s) of Record: Bixby Land Group, LLC Address: P.O. Box 429
City: Catoosa State: OK Zip: 74015 Phone: _____
Email: _____

SIGNATURE OF APPLICANT: [Signature] DATE: 3/1/2022

(TYPE OR PRINT NAME OF APPLICANT SIGNING): Des. Mohler

CHECK IF ATTACHING OWNER'S SIGNATURE AUTHORIZATION FORM

SIGNATURE OF PROPERTY OWNER(S): _____ DATE: _____

(PRINT NAME OF OWNER(S) SIGNING): _____

BXCP- 22.01 DATE RECEIVED: 3/1/22 DO NOT WRITE IN THIS BOX RECEIVED BY: dc RECEIPT # _____

PLANNING COMMISSION DATE: _____ CITY COUNCIL DATE: _____

FEES: BASE FEE + ADDITIONAL _____

TOTAL: _____

LEGAL DESCRIPTION:

COMP PLAN AMENDMENT – **MEDIUM-HIGH DENSITY RESIDENTIAL**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH $01^{\circ}09'56''$ EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH $88^{\circ}50'04''$ EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH $88^{\circ}50'04''$ WEST, ALONG SAID HIGHWAY R/W, A DISTANCE OF 1252.14 FEET; THENCE SOUTH $01^{\circ}09'56''$ EAST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH $01^{\circ}09'56''$ EAST A DISTANCE OF 681.58 FEET;

THENCE SOUTH $89^{\circ}05'18''$ WEST A DISTANCE OF 1252.15 FEET TO A POINT ON THE FUTURE 50' R/W LINE OF HARVARD;

THENCE NORTH $01^{\circ}09'56''$ WEST, ALONG SAID FUTURE 50'R/W LINE, A DISTANCE OF 357.56 FEET;

THENCE NORTH $88^{\circ}50'04''$ EAST A DISTANCE OF 590.10 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 546.21 FEET, A CHORD ANGLE OF NORTH $49^{\circ}42'54''$ EAST, AND A CHORD DISTANCE OF 504.75 FEET;

THENCE NORTH $88^{\circ}50'04''$ EAST, A DISTANCE OF 270.44 FEET TO THE P.O.B.

CONTAINING 13 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

COMP PLAN AMENDMENT – **MIXED USE**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH $01^{\circ}09'56''$ EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH $88^{\circ}50'04''$ EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH $88^{\circ}50'04''$ EAST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 990.10 FEET; THENCE SOUTH $01^{\circ}09'56''$ EAST A DISTANCE OF 273.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH $01^{\circ}09'56''$ EAST A DISTANCE OF 43.34 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 628.32 FEET, A CHORD ANGLE OF SOUTH $43^{\circ}50'04''$ WEST, AND A CHORD DISTANCE OF 565.69 FEET;

THENCE SOUTH $88^{\circ}50'04''$ WEST A DISTANCE OF 170.10 FEET TO THE P.O.B.

CONTAINING 5 ACRES MORE OR LESS.



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Monday, March 18, 2022
Name: 151st & Harvard
RE: Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.02) and Planned Unit Development (BXPUD-22.04)
Location: Southeast corner (SE/c) East 151st Street South and Harvard Avenue
STR: Section 21, Township 17N, Range 13E
Applicant: AAB Engineering, LLC

Request:

AAB Engineering is requesting a Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.01).

Description:

The applicant is requesting a Comprehensive Plan Amendment (BXCP-22.01) keeping the Commercial Shopping (CS) but adding the Mixed Use and Residential (RS-3). Applying also for Rezone (BXZO-22.04) with supplemental zoning through Planned Unit Development (BXPUD-22.01).

With the Rezone to Mixed Use, Residential Single-Family (RS-3) and retaining a portion of the Commercial Shopping along East 151st Street, it assures compatibility with adjoining proximate properties.

The PUD will allow efficient use of the land and with the private, gated cottage style homes, the development provides a buffer between the proposed commercial uses and the larger lot single-family development to the south.

Existing Zoning; Use:

Commercial Shopping (CS); Vacant

Abutting Zoning; Use:

North: (CS) Bixby Public Elementary School

East: (AG) Agriculture; Church

South: (RS-2) Residential Single-Family Dwellings; Vacant

West: (AG) Agriculture; Vacant; (CS) Commercial Shopping; Vacant

Proposed Zoning; Uses:

(CS) Commercial Shopping; as specified in the attached PUD

(RS-3) Residential Single-Family; Single-Family Dwellings Gated Cottage Housing

Mixed Use; as specified in the attached PUD

Location:

Southeast corner (SE/c) East 151st Street South and Harvard Avenue

Comprehensive Plan:

The Comprehensive Land Use map shows this area to be Commercial Shopping (CS). With the Comp Plan Amendment application, the applicant is asking to retain Commercial Shopping along East 151st Street frontage but to add Mixed Use and Residential Single-Family dwellings with cottage homes.

Mixed Use designation denotes areas where multiple unrelated uses are permitted on a single lot, clustered together to create a dense, walkable, and an active urban area. Multiple uses may be stacked vertically in a single structure, or horizontally in a well-planned fashion. Should be pedestrian-oriented.

Project Overview:**Development Area A (Commercial):**

Acres: 12.4 +/-	Min. Lot Width: 150 ft	Max. Bldg. Height: 70 ft.
Number of Lots: 10	Number of Blocks: 1	Reserve Areas: 1

Development Area B (Mixed Use):

Acres: 3.2 +/-	Min. Lot Width: 150 ft
Number of Lots: 2	Max. Bldg Height: 70 ft

Development Area C (Cottage Home Community)

Acres: 15.8 +/-	Min. Lot Width: 50 ft	Min. Lot Area: 5,250 sf
Number of Lots: 98 - Gated	Max. Bldg. Height: 48 ft.	Min. Livability Space: 2000 sf *

*The balance of the livability space required by the code shall be considered fully met by the allocation of area within the Reserve areas.

Amenity Description:

The amenities for Reserve Area C include walking trails, community pool and clubhouse area.

Utilities/Site Area:

There is an existing 12" waterline that runs along the north boundary of the PUD. A new waterline will be constructed through the development.

An existing 8" sanitary sewer line is located at the northwest corner of the property. Some of the development will flow to this line with the remainder of the property being served by a recently constructed sewer line along the southern boundary.

The existing site contours indicate three drainage basins within the PUD area. Stormwater detention will be provided for each runoff area.

Engineering Review Comments:

N/A

Public Comments:

No comments have been received at time of writing.

Staff Comments:

Staff supports Planning Commission recommendation for approval of the requested Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.04) and Planned Unit Development (BXPUD-22.01).

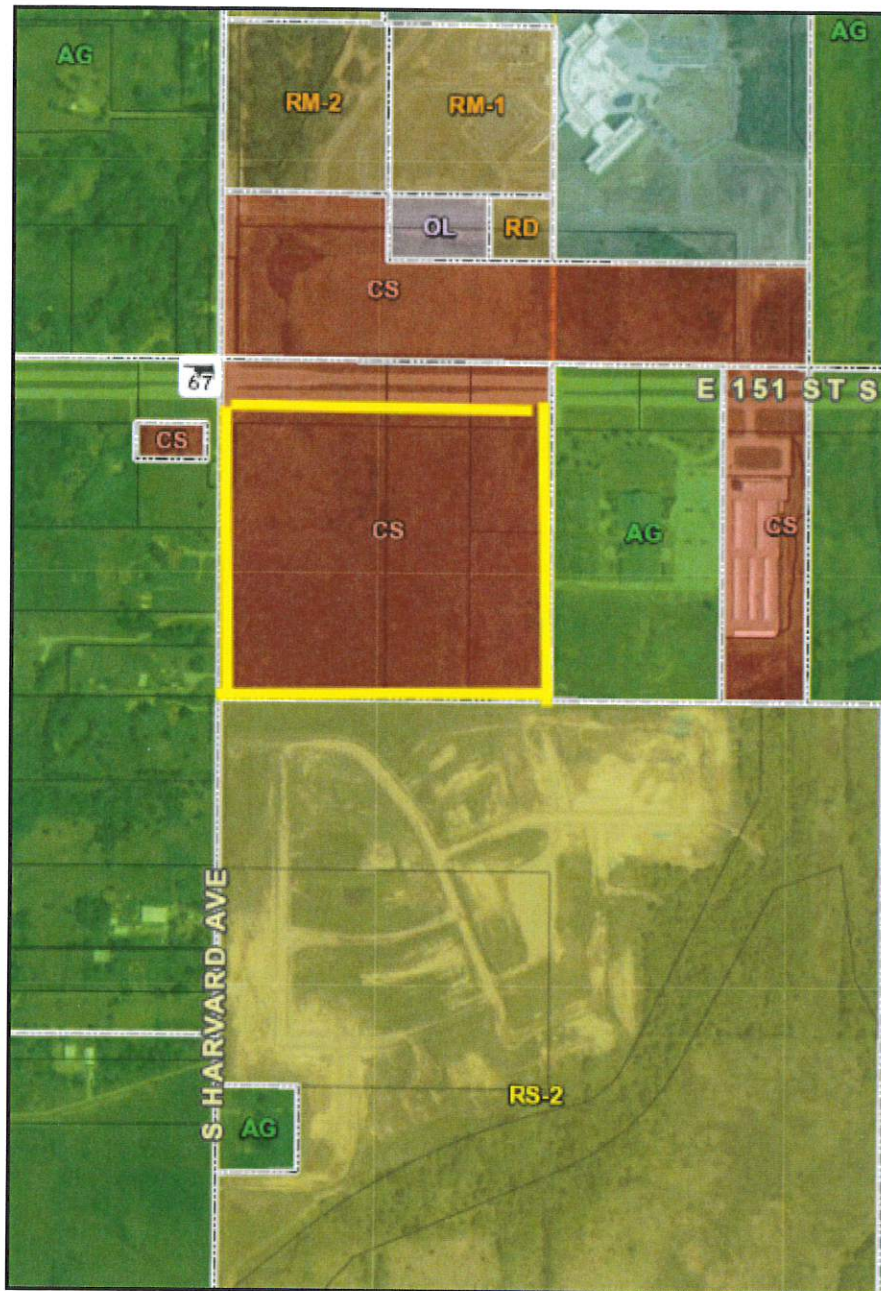


Exhibit A: City of Bixby Zoning Map

Attachments:

- Exhibit A: City of Bixby Zoning Map
- Exhibit B: PUD Booklet

Published in the Tulsa World,
City of Tulsa, Tulsa County, Oklahoma _____, 2022

ORDINANCE NO. 2391

AN ORDINANCE AMENDING ORDINANCE NUMBER 2267; A MAJOR AMENDMENT TO THE 2018 COMPREHENSIVE PLAN (BXCP-22.01); AS LOCATED IN A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH 88°50'04" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67, ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 88°50'04" EAST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 1252.14 FEET;

THENCE SOUTH 01°09'56" EAST A DISTANCE OF 1081.58 FEET;

THENCE SOUTH 89°05'18" WEST A DISTANCE OF 1252.15 FEET, TO A POINT ON THE FUTURE 50' R/W LINE FOR HARVARD;

THENCE NORTH 01°09'56" WEST, ALONG SAID FUTURE 50'R/W LINE, A DISTANCE OF 1076.03 FEET TO THE P.O.B.

CONTAINING 31 ACRES MORE OR LESS.

AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Ordinance No. 2391 be and the same is now amended and the following described, to-wit:

AMENDMENT OF THE 2018 COMPREHENSIVE PLAN, "BIXBY 2030, OUR VISION, OUR FUTURE" INCLUDING:

ALTERING THE SHAPE AND SIZE OF THE COMMERCIAL LAND-USE
AREA AT THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-
ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13)
EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE
OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY
THEREOF

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health, and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this 23rd day of May 2022.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this 23rd day of May 2022.

Mayor of the City of Bixby, Oklahoma

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2395, Bixby Zoning (BXZO-22.02), Rezoning for 151st & Harvard, proposed amendment to a zoning district in the City of Bixby, from Commercial Shopping (CS) to Residential Single-Family (RS-3), to allow for a Residential Development in Bixby Planned Unit Development (BXPUD-22.04), containing 19 more or less acres at the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The applicant requests that portion of the Commercial Shopping zoning be modified to Residential Single-Family (RS-3) and Mixed-Use of East 151st and East of Harvard Avenue.

Heard on May 16, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Rezoning Application
Planning Commission Staff Report

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of amending the zoning from Commercial Shopping to Residential Single-Family (RS-3) in accordance with request BXZO-22.02 on the southeast corner of East 151st Street & Harvard Avenue.

ITEM NO: _____

MEETING DATE: 5/23/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Monday, May 16, 2022
Name: 151st & Harvard
RE: Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.02) and Planned Unit Development (BXPUD-22.04)
Location: Southeast corner (SE/c) East 151st Street South and Harvard Avenue
STR: Section 21, Township 17N, Range 13E
Applicant: AAB Engineering, LLC

Request:

AAB Engineering is requesting a Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.01).

Description:

The applicant is requesting a Comprehensive Plan Amendment (BXCP-22.01) keeping the Commercial Shopping (CS) but adding the Mixed-Use and Residential (RS-3). Applying also for Rezone (BXZO-22.04) with supplemental zoning through Planned Unit Development (BXPUD-22.01).

With the Rezone to Mixed Use, Residential Single-Family (RS-3) and retaining a portion of the Commercial Shopping along East 151st Street, assures compatibility with adjoining proximate properties.

The PUD will allow efficient use of the land and with the private, gated cottage-style homes, the development provides a buffer between the proposed commercial uses and the larger lot single-family development to the south.

Existing Zoning; Use:

Commercial Shopping (CS); Vacant

Abutting Zoning; Use:

North: (CS) Bixby Public Elementary School

East: (AG) Agriculture; Church

South: (RS-2) Residential Single-Family Dwellings; Vacant

West: (AG) Agriculture; Vacant; (CS) Commercial Shopping; Vacant

Proposed Zoning; Uses:

(CS) Commercial Shopping; as specified in the attached PUD

(RS-3) Residential Single-Family; Single-Family Dwellings Gated Cottage
Housing

Mixed-Use; as specified in the attached PUD

Location:

Southeast corner (SE/c) East 151st Street South and Harvard Avenue

Comprehensive Plan:

The Comprehensive Land Use map shows this area to be Commercial Shopping (CS). With the Comp Plan Amendment application, the applicant is asking to retain Commercial Shopping along East 151st Street frontage but to add Mixed-Use and Residential Single-Family dwellings with cottage homes.

The mixed-Use designation denotes areas where multiple unrelated uses are permitted on a single lot, clustered together to create a dense, walkable, and active urban area. Multiple uses may be stacked vertically in a single structure, or horizontally in a well-planned fashion. Should be pedestrian-oriented.

Project Overview:

Development Area A (Commercial):

Acres: 12.4 +/-	Min. Lot Width: 150 ft	Max. Bldg. Height: 35ft.
Number of Lots: 10	Number of Blocks: 1	Reserve Areas: 1

Development Area B (Mixed Use):

Acres: 3.2 +/-	Min. Lot Width: 150 ft
Number of Lots: 2	Max. Bldg Height: 50 ft

Development Area C (Cottage Home Community)

Acres: 15.8 +/-	Min. Lot Width: 50 ft	Min. Lot Area: 5,250 sf
Number of Lots: 98 - Gated	Max. Bldg. Height: 48 ft.	Min. Livability Space: 2000 sf *

*The balance of the livability space required by the code shall be considered fully met by the allocation of the area within the Reserve areas.

Amenity Description:

The amenities for Reserve Area C include a community park and playground area.

Utilities/Site Area:

There is an existing 12" water line that runs along the north boundary of the PUD. A new waterline will be constructed through the development.

An existing 8" sanitary sewer line is located at the northwest corner of the property. Some of the development will flow to this line with the remainder of the property being served by a recently constructed sewer line along the southern boundary.

The existing site contours indicate three drainage basins within the PUD area. Stormwater detention will be provided for each runoff area.

Planning Review Comments:

This item was tabled for the applicant to revise the PUD. As indicated in the PUD booklet, the applicant did note that in DA-B (development area) all residential uses require approval by the Planning Commission in conjunction with the Site Plan approval. Also revised, is the DA-C (Cottage Homes) the zoning designation is Residential Single-Family (RS-3). Per the recommended suggestion by the Planning Commission members, the following changes were also implemented in the Architectural Requirements. The minimum first-floor square footage is 1400 and cementitious fiber has been eliminated.

Engineering Review Comments:

N/A

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

Staff supports the Planning Commission's recommendation for approval of the requested Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.01).

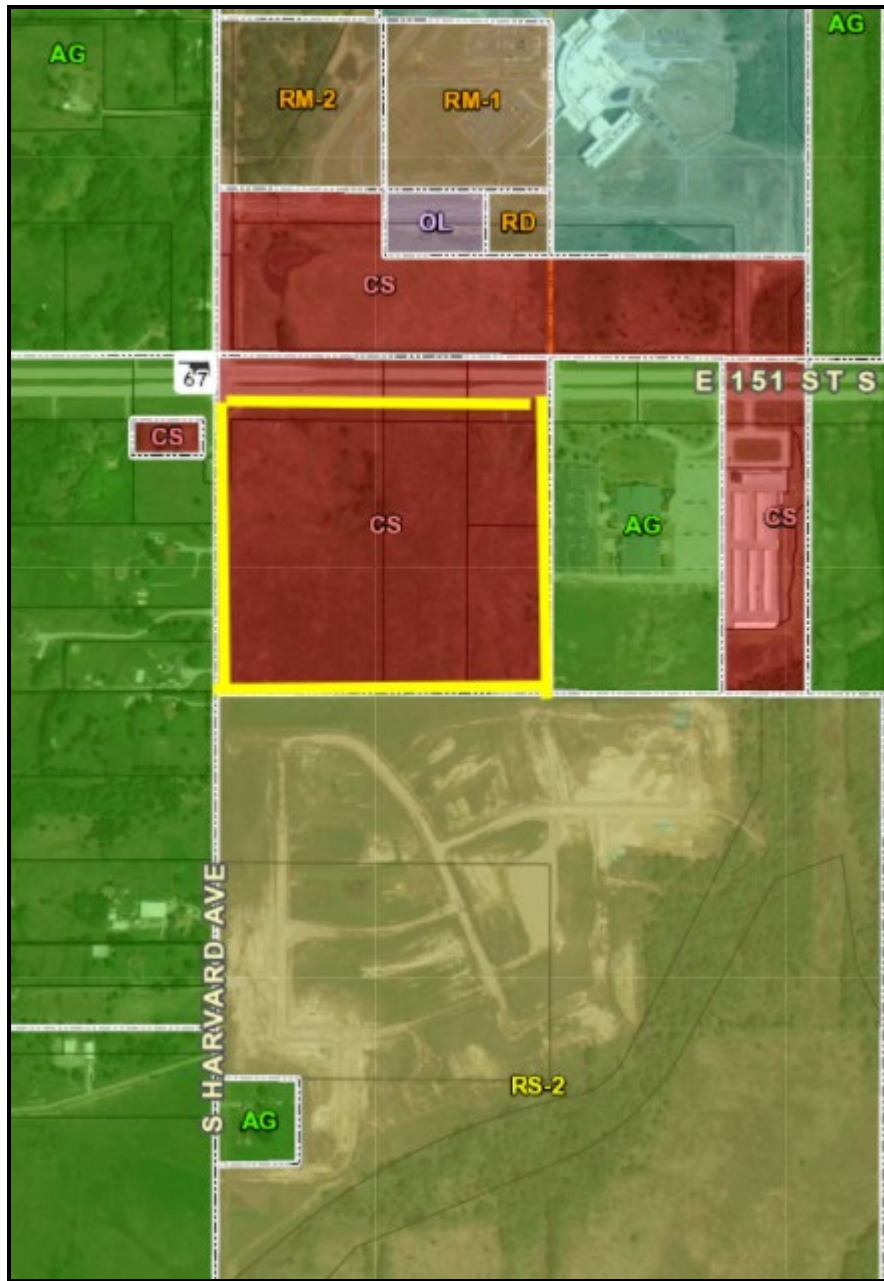


Exhibit A: City of Bixby Zoning Map

Attachments:

Exhibit A: City of Bixby Zoning Map

Exhibit B: PUD Booklet



City Of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

BXZD-22.02

Bixby Planning Department Rezoning Application

Project Name: 151st and Harvard
Project Case #: _____
TAC Hearing Date: _____ Location: 113 West Dawes Avenue
PC Hearing Date: _____ Location: 116 West Needles Avenue
CC Hearing Date: _____ Location: 116 West Needles Avenue

Owner Information:

Name: Bixby Land Group, LLC Phone: _____
Email: _____
Address: P.O. Box 429
City/State: Catoosa, OK Zip: 74015

Applicant Information:

Name: AAB Engineering, LLC Phone: 918-514-4283
Email: Jason@aabeng.com
Address: PO Box 2136
City/State: Sand Springs, OK 74063 Zip: 74063

If Applicant is other than Owner:

Indicate interest: Consultant/Engineer
Owner Consent Signature: _____ Date: _____

Property Information:

Address: _____ Zip: _____
Subdivision: Unplatted Lot: _____ Block: _____
SEC: 21 TWN: T17N RGE: R13E
Legal Description: (If unplatted, attach a survey with legal description or copy of deed)

Application Checklist

01. Zoning Information:

Existing Zoning: CS Existing Use: Undeveloped
Requested Zoning: RS-3 Proposed Use: Per PUD
Proposed Use Unit(s) #: _____

02. No Is subject tract located in the 100-year floodplain?
03. _____ If so, does this request encroach into the 100-year floodplain?
04. _____ If so, please attach Elevation Certificate.

05. Fees:

\$: 250.00* Rezoning Low Intensity
\$: 350.00* Rezoning Medium Intensity
\$: 400.00* Rezoning High Intensity
\$: _____ Additional Fee* (\$120.00 per sign)
\$: _____ Total Fees*
(*or as specified in current approved fee schedule)

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

Signature: _____ Date: _____

Applicant – Do Not Write Below This Line

.....
BXZO-_____

Application Date Received: _____ Received by: _____

Total Fees \$: _____ Date: _____ Receipt #: _____

PC Action: _____ CC Action: _____

Date/Vote: _____ Date/Vote: _____

Staff Rec. _____ Ord. #: _____

Case Ref. #: _____

LEGAL DESCRIPTION:

REZONING – **RS-3**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH $01^{\circ}09'56''$ EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH $88^{\circ}50'04''$ EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH $88^{\circ}50'04''$ WEST, ALONG SAID HIGHWAY R/W, A DISTANCE OF 1252.14 FEET; THENCE SOUTH $01^{\circ}09'56''$ EAST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH $01^{\circ}09'56''$ EAST A DISTANCE OF 681.58 FEET;

THENCE SOUTH $89^{\circ}05'18''$ WEST A DISTANCE OF 1252.15 FEET TO A POINT ON THE FUTURE 50' R/W LINE OF HARVARD;

THENCE NORTH $01^{\circ}09'56''$ WEST, ALONG SAID FUTURE 50'R/W LINE, A DISTANCE OF 357.56 FEET;

THENCE NORTH $88^{\circ}50'04''$ EAST A DISTANCE OF 590.10 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 546.21 FEET, A CHORD ANGLE OF NORTH $49^{\circ}42'54''$ EAST, AND A CHORD DISTANCE OF 504.75 FEET;

THENCE NORTH $88^{\circ}50'04''$ EAST, A DISTANCE OF 270.44 FEET TO THE P.O.B.

CONTAINING 13 ACRES MORE OR LESS.

ORDINANCE NO 2395

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; REZONING (BXZO-22.02), A TRACT OF LAND, AS MORE PARTICULARLY DESCRIBED IN THIS ORDINANCE, FROM COMMERCIAL SHOPPING (CS) TO RESIDENTIAL SINGLE-FAMILY (RS-3) WITH SUPPLEMENTAL ZONING PLANNED UNIT DEVELOPMENT (PUD-22.04). REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

Section 1. That Ordinance No. 272 be and the same is now amended and the following described property, to-wit:

LEGAL DESCRIPTION:

DEVELOPMENT AREA C

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH 88°50'04" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH 88°50'04" WEST, ALONG SAID HIGHWAY R/W, A DISTANCE OF 1252.14 FEET; THENCE SOUTH 01°09'56" EAST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 01°09'56" EAST A DISTANCE OF 681.58 FEET;

THENCE SOUTH 89°05'18" WEST A DISTANCE OF 1252.15 FEET TO A POINT ON THE FUTURE 50' R/W LINE OF HARVARD;

THENCE NORTH 01°09'56" WEST, ALONG SAID FUTURE 50'R/W LINE, A DISTANCE OF 357.56 FEET;

THENCE NORTH 88°50'04" EAST A DISTANCE OF 590.10 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 546.21 FEET, A CHORD ANGLE OF NORTH 49°42'54" EAST, AND A CHORD DISTANCE OF 504.75 FEET;

THENCE NORTH 88°50'04" EAST, A DISTANCE OF 270.44 FEET TO THE P.O.B.

CONTAINING 13 ACRES MORE OR LESS.

Located at or near the Southeast corner (SE/c) East 151st Street South and Harvard Avenue, be and the same is now designated and re-zoned (BXZO-22.02), from Commercial Shopping (CS) to Residential Single-Family (RS-3).

Be, and the same is hereby amended to reflect the Supplemental Zoning of Planned Unit Development (BXPUD-22.04) for "151st & Harvard."

Section 2. That BXPUD-22.04 and its Outline Development Plan shall be subject to the development standards and conditions approved by the City Council on the date of this ordinance.

Section 3. SEVERABILITY CLAUSE. If any section, sentence, clause, or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 4. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health, and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this 23rd day of May 2022.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least a four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this 23rd day of May 2022.

Mayor of the City of Bixby, Oklahoma

(Seal)
ATTEST:

City Clerk

APPROVED:

City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Ordinance Number 2392, Bixby Planned Unit Development-22.04 (BXPUD-22.04) for 151st & Harvard, containing Three (3) Development Areas, 31 acres, in the Southeast corner of East 151st Street South and Harvard Avenue, Section 21, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The applicant requests a Planned Unit Development (BXPUD-22.04) to allow for Residential Single-Family RS-3 zoning.

Heard on May 16, 2022, at the regular Planning Commission meeting and was unanimously approved

EXHIBITS: Planning Commission Staff Report (Including PUD booklet)

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Planned Unit Development (BXPUD-22.04) on the southeast corner of East 151st Street & Harvard Avenue.

ITEM NO: _____

MEETING DATE: 5/23/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Monday, May 16, 2022
Name: 151st & Harvard
RE: Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.02) and Planned Unit Development (BXPUD-22.04)
Location: Southeast corner (SE/c) East 151st Street South and Harvard Avenue
STR: Section 21, Township 17N, Range 13E
Applicant: AAB Engineering, LLC

Request:

AAB Engineering is requesting a Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.01).

Description:

The applicant is requesting a Comprehensive Plan Amendment (BXCP-22.01) keeping the Commercial Shopping (CS) but adding the Mixed-Use and Residential (RS-3). Applying also for Rezone (BXZO-22.04) with supplemental zoning through Planned Unit Development (BXPUD-22.01).

With the Rezone to Mixed Use, Residential Single-Family (RS-3) and retaining a portion of the Commercial Shopping along East 151st Street, assures compatibility with adjoining proximate properties.

The PUD will allow efficient use of the land and with the private, gated cottage-style homes, the development provides a buffer between the proposed commercial uses and the larger lot single-family development to the south.

Existing Zoning; Use:

Commercial Shopping (CS); Vacant

Abutting Zoning; Use:

North: (CS) Bixby Public Elementary School

East: (AG) Agriculture; Church

South: (RS-2) Residential Single-Family Dwellings; Vacant

West: (AG) Agriculture; Vacant; (CS) Commercial Shopping; Vacant

Proposed Zoning; Uses:

(CS) Commercial Shopping; as specified in the attached PUD

(RS-3) Residential Single-Family; Single-Family Dwellings Gated Cottage
Housing

Mixed-Use; as specified in the attached PUD

Location:

Southeast corner (SE/c) East 151st Street South and Harvard Avenue

Comprehensive Plan:

The Comprehensive Land Use map shows this area to be Commercial Shopping (CS). With the Comp Plan Amendment application, the applicant is asking to retain Commercial Shopping along East 151st Street frontage but to add Mixed-Use and Residential Single-Family dwellings with cottage homes.

The mixed-Use designation denotes areas where multiple unrelated uses are permitted on a single lot, clustered together to create a dense, walkable, and active urban area. Multiple uses may be stacked vertically in a single structure, or horizontally in a well-planned fashion. Should be pedestrian-oriented.

Project Overview:

Development Area A (Commercial):

Acres: 12.4 +/-	Min. Lot Width: 150 ft	Max. Bldg. Height: 35ft.
Number of Lots: 10	Number of Blocks: 1	Reserve Areas: 1

Development Area B (Mixed Use):

Acres: 3.2 +/-	Min. Lot Width: 150 ft
Number of Lots: 2	Max. Bldg Height: 50 ft

Development Area C (Cottage Home Community)

Acres: 15.8 +/-	Min. Lot Width: 50 ft	Min. Lot Area: 5,250 sf
Number of Lots: 98 - Gated	Max. Bldg. Height: 48 ft.	Min. Livability Space: 2000 sf *

*The balance of the livability space required by the code shall be considered fully met by the allocation of the area within the Reserve areas.

Amenity Description:

The amenities for Reserve Area C include a community park and playground area.

Utilities/Site Area:

There is an existing 12" water line that runs along the north boundary of the PUD. A new waterline will be constructed through the development.

An existing 8" sanitary sewer line is located at the northwest corner of the property. Some of the development will flow to this line with the remainder of the property being served by a recently constructed sewer line along the southern boundary.

The existing site contours indicate three drainage basins within the PUD area. Stormwater detention will be provided for each runoff area.

Planning Review Comments:

This item was tabled for the applicant to revise the PUD. As indicated in the PUD booklet, the applicant did note that in DA-B (development area) all residential uses require approval by the Planning Commission in conjunction with the Site Plan approval. Also revised, is the DA-C (Cottage Homes) the zoning designation is Residential Single-Family (RS-3). Per the recommended suggestion by the Planning Commission members, the following changes were also implemented in the Architectural Requirements. The minimum first-floor square footage is 1400 and cementitious fiber has been eliminated.

Engineering Review Comments:

N/A

Public Comments:

No comments have been received at the time of writing.

Staff Comments:

Staff supports the Planning Commission's recommendation for approval of the requested Comprehensive Plan Amendment (BXCP-22.01), Rezone (BXZO-22.04), and Planned Unit Development (BXPUD-22.01).

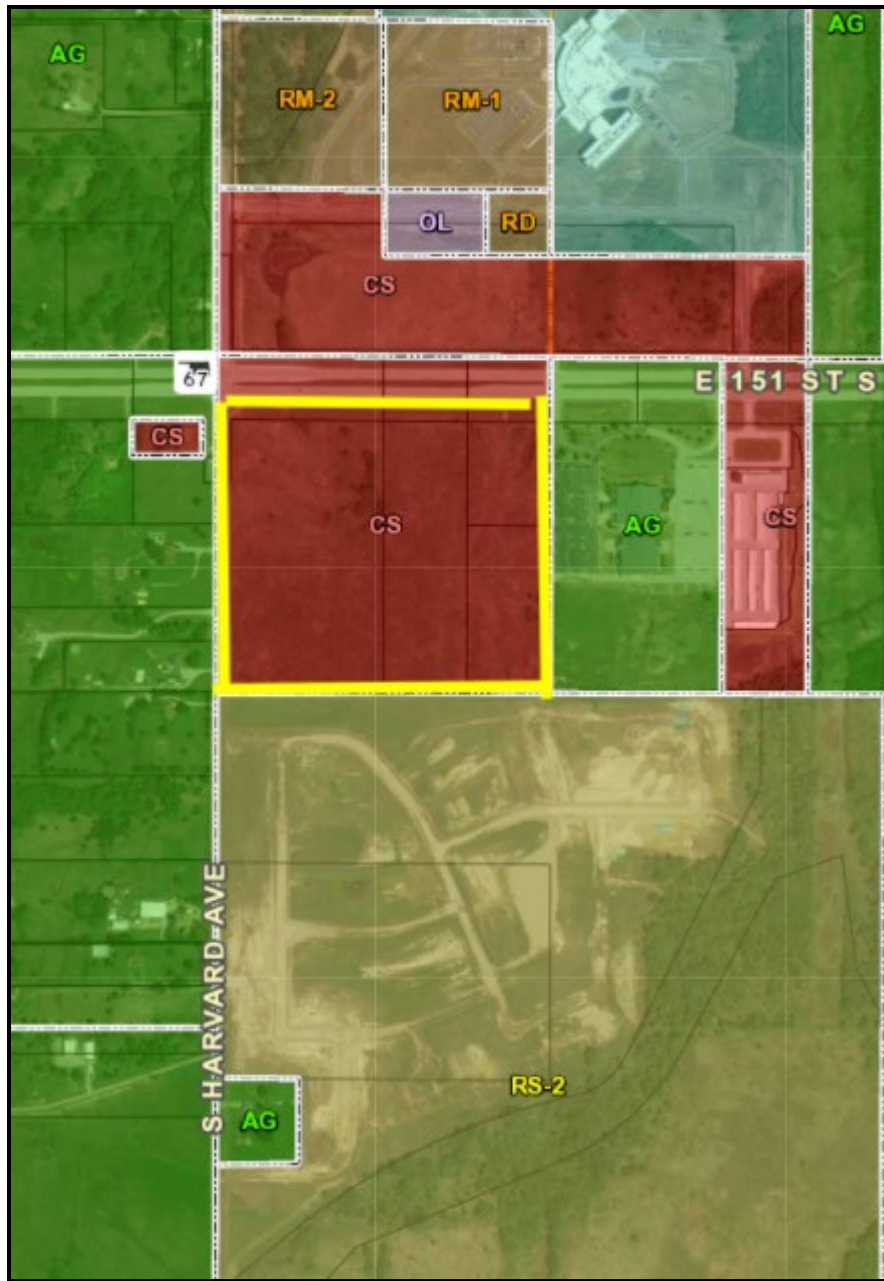


Exhibit A: City of Bixby Zoning Map

Attachments:

Exhibit A: City of Bixby Zoning Map

Exhibit B: PUD Booklet

151st & Harvard

Planned Unit Development No. BXPUD-22.04

Zoning Case BZ-000

March 1, 2022

April 8, 2022 (updated per City comments)

May 6, 2022 (updated per PC comments)

Owner:

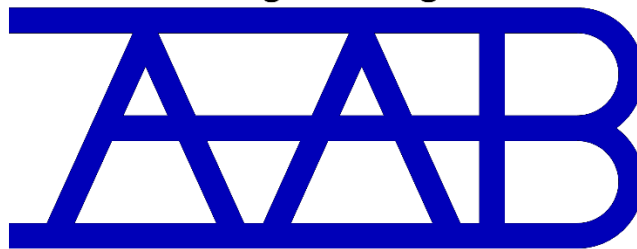
Bixby Land Group LLC

P.O. Box 429

Catoosa, OK 74015-0429

Prepared By:

AAB Engineering, LLC



Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063

Office: (918) 514-4283 Fax: (918) 514-4288

Development Concept

151st & Harvard is a proposed multi-use development located on the southeast corner of 151st Street South and South Harvard Avenue in Bixby, Oklahoma. Exhibit B shows the areas that surround the PUD. The PUD overlays of an existing commercial zoned parcel; see Exhibit C for existing zoning map. This PUD is being requested in conjunction with an application for zoning change to RS-3 for a portion of the proposed development. The project proposes commercial pad sites on the 151st or Highway 67 frontage. The existing traffic signal at 151st & Harvard makes access for these commercial lots safe and efficient. A larger commercial retail lot is also envisioned adjacent to Harvard. The easternmost development area is proposed as a Veterinary facility. The middle portion of the site is planned as stormwater detention and mixed-use. The area along the south boundary of the property is proposed as a cottage home community. The location of this area is too far from 151st to be commercial, and the demand for office space does not exist within the planning horizon. Thus, a private gated, cottage home style use provides an excellent buffer in between the proposed commercial uses and the larger lot single family development to the south while meeting an immediate demand in the housing market.

The proposed PUD Concept shows 7 commercial lots and 1 mixed-use lot. The cottage home area would be served by private streets and allow a maximum of 98 residential units. The proposed project will utilize the flexibility offered in the Planned Unit Development provisions of the Bixby Zoning Code to create the density desired but still ensure a quality of product that will endure for years to come.

Development pursuant to this PUD shall comply with all recommendations of the Bixby Fire Marshal, City Engineer, and City Attorney.

Development Area A Standards (Commercial)

Gross Land Area 12.4 ac

Permitted Uses

Uses permitted as a matter of right by the City of Bixby Zoning Code within the CS district, including all uses customarily accessory thereto plus Use Unit 15.

Minimum Lot Width 150 ft.

Maximum Number of Lots 10

Minimum Setbacks

Front yards 50 ft.

Rear yards 10 ft.

Maximum Building Height: 35 ft.

Development Area B Standards (Mixed Use)

Gross Land Area 3.2 ac

Permitted Uses

Uses permitted as a matter of right by the City of Bixby Zoning Code within the proposed Mixed Use district, including all uses customarily accessory thereto. Such Mixed Use shall be subject to the Site Plan approval process. All residential uses in DA-B require approval by PC in conjunction with the Site Plan approval.

Minimum Lot Width 150 ft.

Maximum Number of Lots 2

Minimum Setbacks

Front yards 50 ft.

Rear yards 10 ft.

Maximum Building Height: 50 ft.

Development Area C Standards (Cottage Home Community)

Gross Land Area 15.8 ac

Permitted Uses

Uses permitted as a matter of right by the City of Bixby Zoning Code within the RS-3 district, including all uses customarily accessory thereto.

Minimum Lot Width 50 ft.

Minimum Lot Area 5,250 sf.

Minimum Livability Space 2000 sf.*

Maximum Number of Lots 98

Minimum Setbacks

Front yards	15 ft.
Rear yards	20 ft.
Side yard (One Sides)	5 ft.

Maximum Building Height: 48 ft.

*The balance of the livability space required by the code shall be considered fully met by the allocation of area within Reserve areas.

Reserve Areas

Reserve Area ‘A’ shall be established by the owner for the construction of stormwater detention serving Development Areas A & B. Additional Reserve Areas within Development Area C will be provided for stormwater detention, private streets and amenities. Reserve Area ‘A’ shall be conveyed to the commercial Property Owner’s Association which shall be responsible for the maintenance of all improvements contained within that reserve. The Reserve Areas within Development Area C shall be conveyed to the Homeowner’s Association which shall be responsible for the maintenance of all improvements contained within those reserve areas.

Private Streets

All streets within Development Area C of the PUD will be privately maintained by the Homeowner’s Association. All streets shall be constructed according to the City of Bixby minor residential public street standards provided that a minimum reserve width within Development Area C shall be 30’. Streets shall be constructed with a minimum width of 26’ face of curb to face of curb. Streets shall be gated provided all such gates meet the access requirements of the City of Bixby Fire Marshal.

Drainage & Utilities

The existing site contours indicate three drainage basins within the PUD area. Stormwater detention will be provided for each runoff area.

An existing 12" waterline runs along the north boundary of the PUD. A new waterline will be constructed through the development. The proposed extensions will provide fire protection and water service to the development.

An existing 8" sanitary sewer line is located at the northeast corner of the property. Some of the development will flow to this line with the remainder of the property being served by a recently constructed sewer line along the southern boundary of the PUD.

Other utility services are currently provided to the site and will continue to be provided via underground services.

Access and Circulation

All streets within the development will largely conform with the attached conceptual site plan. The primary entry to the gated portion of the PUD will be derived from a public street connecting 151st to Harvard. A rear frontage road (aka backage road) will be constructed behind the commercial pads sites. This road will provide cross access between parcels and connectivity to Harvard. The street within Development Area C will be private as noted above. Gates will be constructed to limit public access to cottage home community and provide additional security for the lot owners. All such gates will be constructed according to the requirements of the City of Bixby Fire Marshal.

Sidewalks shall be constructed by the developer along the public streets. Sidewalks will not be required within Development Area C. Sidewalks shall be a minimum of four (4) feet in width, shall be ADA compliant, and shall be approved by the City Engineer.

Architectural Requirements

All residential cottage homes constructed within Development Area C shall have a minimum first floor square footage of **1,400 square feet**. All residential homes shall be constructed with a minimum of 75% masonry (brick, stone or stucco) to the first-floor top plate, excluding windows, covered porches, and patios. ~~Cementitious fiber is an approved alternative.~~ Masonry shall be applied to a minimum of three building sides.

Commercial properties shall conform to the City of Bixby appearance corridor district requirements.

Amenities for Cottage Home Community

The proposed amenities for Reserve Area C include walking trails around the stormwater Reserves along with a **community park and playground area**. Sidewalks along the public streets provide walkability to businesses within the overall PUD area.

Environmental Analysis

The Tulsa County Soils survey defines the onsite soils primarily as Dennis Silt Loam, Dennis-Pharoah Complex and Okemah Silt Loam. These soils are generally somewhat poorly drained but provide little issue to construction of a project as proposed. A geotechnical engineer will be contracted to perform a detailed soils analysis during the design phase of the project.

The attached Exhibit E depicts an aerial of the existing site as well as topography.

Requirement to Plat

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Bixby Subdivision Regulations.

Schedule of Development

Development Construction is expected to begin in fall of 2022.

EXHIBIT A – LEGAL DESCRIPTIONS

151ST & HARVARD PUD - **OVERALL**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 500.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°49'21" EAST A DISTANCE OF 50.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH HARVARD AVENUE; THENCE NORTH 01°09'56" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 249.68 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH 89°11'21" EAST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 1274.25 FEET; THENCE SOUTH 01°09'55" EAST A DISTANCE OF 1072.29 FEET; THENCE SOUTH 89°05'18" WEST A DISTANCE OF 1274.25 FEET, TO THE EAST LINE OF THE FUTURE 50 FEET SOUTH HARVARD RIGHT OF WAY LINE; THENCE NORTH 01°09'56" WEST, ALONG SAID FUTURE RIGHT-OF-WAY LINE, A DISTANCE OF 824.62 FEET TO THE POINT OF BEGINNING. CONTAINING 1,409,018 SQUARE FEET OR 32.35 ACRES.

151ST & HARVARD PUD – **DEVELOPMENT AREA A**

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 250.00 FEET; THENCE NORTH 88°49'21" EAST A DISTANCE OF 50.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH HARVARD AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67 AND THE POINT OF BEGINNING; THENCE NORTH 89°11'21" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1274.25 FEET; THENCE SOUTH 01°09'55" EAST A DISTANCE OF 421.33 FEET; THENCE SOUTH 89°59'41" WEST A DISTANCE OF 271.07 FEET, THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, A CHORD BEARING OF NORTH 08°33'12" EAST, A CHORD LENGTH OF 74.72 FEET, AND A CURVE DISTANCE OF 75.07 FEET; THENCE NORTH 01°00'19" WEST, A DISTANCE OF 48.69 FEET; THENCE SOUTH 88°59'41" WEST, A DISTANCE OF 551.36 FEET; THENCE SOUTH 00°51'00" EAST, A DISTANCE OF 272.80 FEET; THENCE SOUTH 89°09'00" WEST, A DISTANCE OF 463.05 FEET TO THE EAST LINE OF THE FUTURE 50 FEET RIGHT- OF-WAY OF SOUTH HARVARD AVENUE; THENCE NORTH 01°09'56" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 574.82 FEET TO THE POINT OF BEGINNING. CONTAINING 541,854 SQUARE FEET OR 12.44 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST LINE OF THE NW/4 BEING SOUTH 01°09'56" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON APRIL 7, 2022, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

151ST & HARVARD PUD – DEVELOPMENT AREA B

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 824.86 FEET; THENCE NORTH 89°09'00" EAST A DISTANCE OF 513.07 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°51'00" WEST, A DISTANCE OF 272.80 FEET; THENCE NORTH 88°59'41" EAST, A DISTANCE OF 551.36 FEET; THENCE SOUTH 01°00'19" EAST, A DISTANCE OF 48.69 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET; A CHORD BEARING OF SOUTH 44°04'20" WEST, A CHORD LENGTH OF 318.63 FEET, AND A CURVE DISTANCE OF 354.04 FEET; THENCE SOUTH 89°09'00" WEST, A DISTANCE OF 326.49 FEET TO THE POINT OF BEGINNING. CONTAINING 139,991 SQUARE FEET OR 3.21 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST LINE OF THE NW/4 BEING SOUTH 01°09'56" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON APRIL 7, 2022, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

151ST & HARVARD PUD – DEVELOPMENT AREA C

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 824.86 FEET; THENCE NORTH 89°09'00" EAST, A DISTANCE OF 50.02 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°09'00" EAST, A DISTANCE OF 789.54 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET; A CHORD BEARING OF NORTH 53°37'51" EAST, A CHORD LENGTH OF 261.44 FEET, AND A CURVE DISTANCE OF 278.97 FEET; THENCE NORTH 88°59'41" EAST, A DISTANCE OF 271.07 FEET; THENCE SOUTH 01°09'55" EAST, A DISTANCE OF 650.97 FEET; THENCE SOUTH 89°09'18" WEST, A DISTANCE OF 1274.23 FEET TO THE EAST LINE OF THE FUTURE 50 FEET RIGHT-OF-WAY OF SOUTH HARVARD AVENUE; THENCE NORTH 01°09'56" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 499.71 FEET TO THE POINT OF BEGINNING. CONTAINING 685,921 SQUARE FEET OR 15.75 ACRES.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE WEST LINE OF THE NW/4 BEING SOUTH 01°09'56" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON APRIL 7, 2022, BY JAY P. BISSELL, OKLAHOMA LICENSED LAND SURVEYOR NO. 1318.

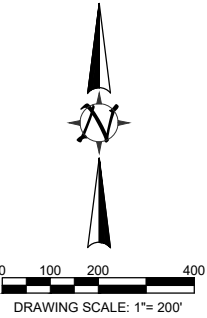


Exhibit B
Surrounding Areas for

151st & Harvard

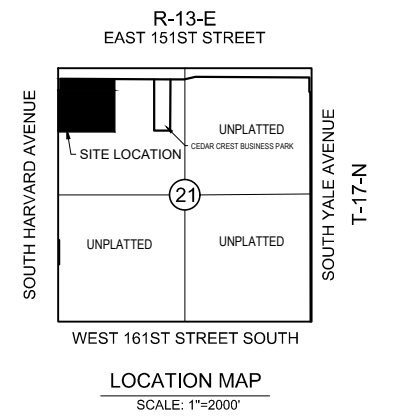
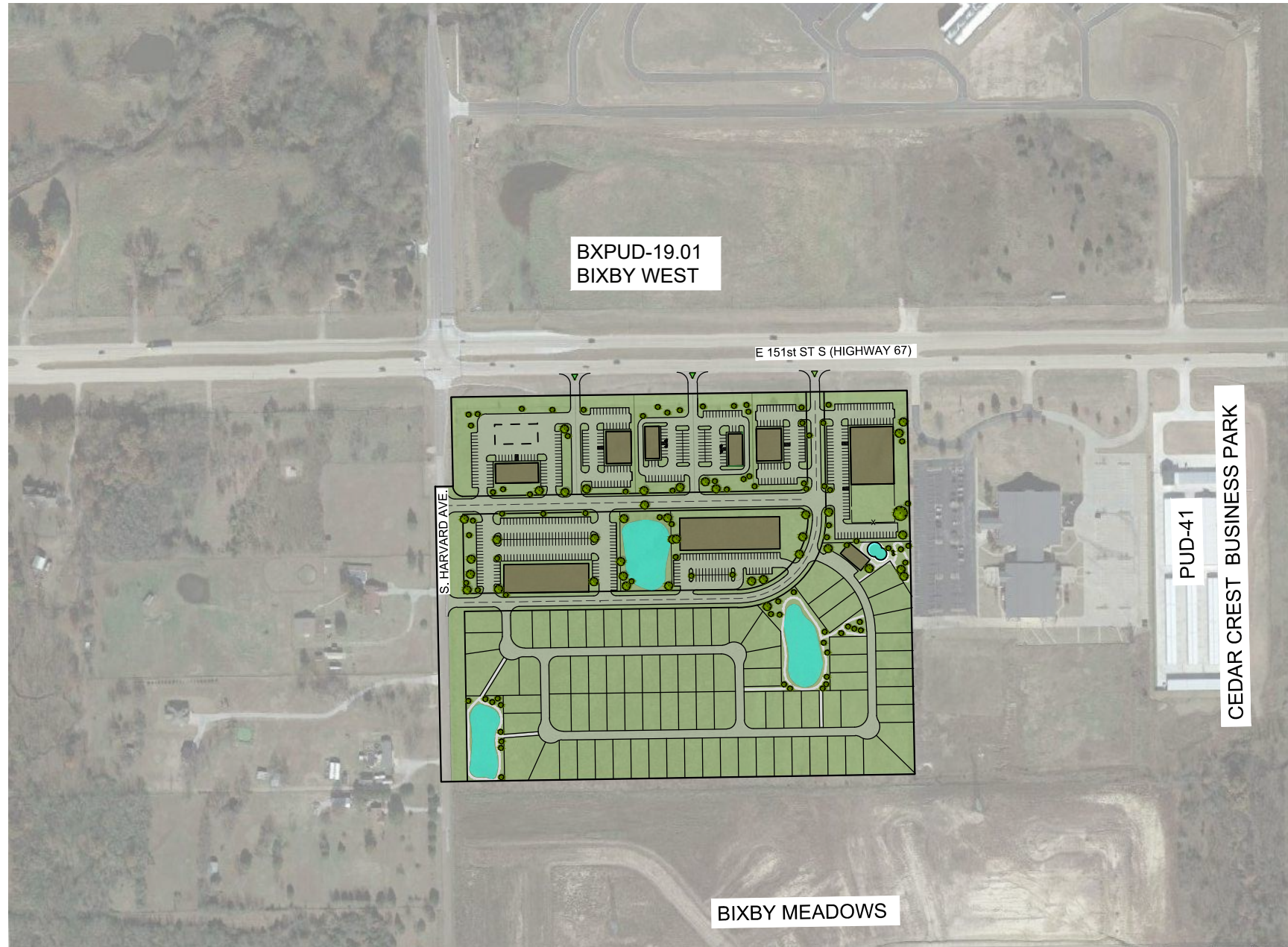
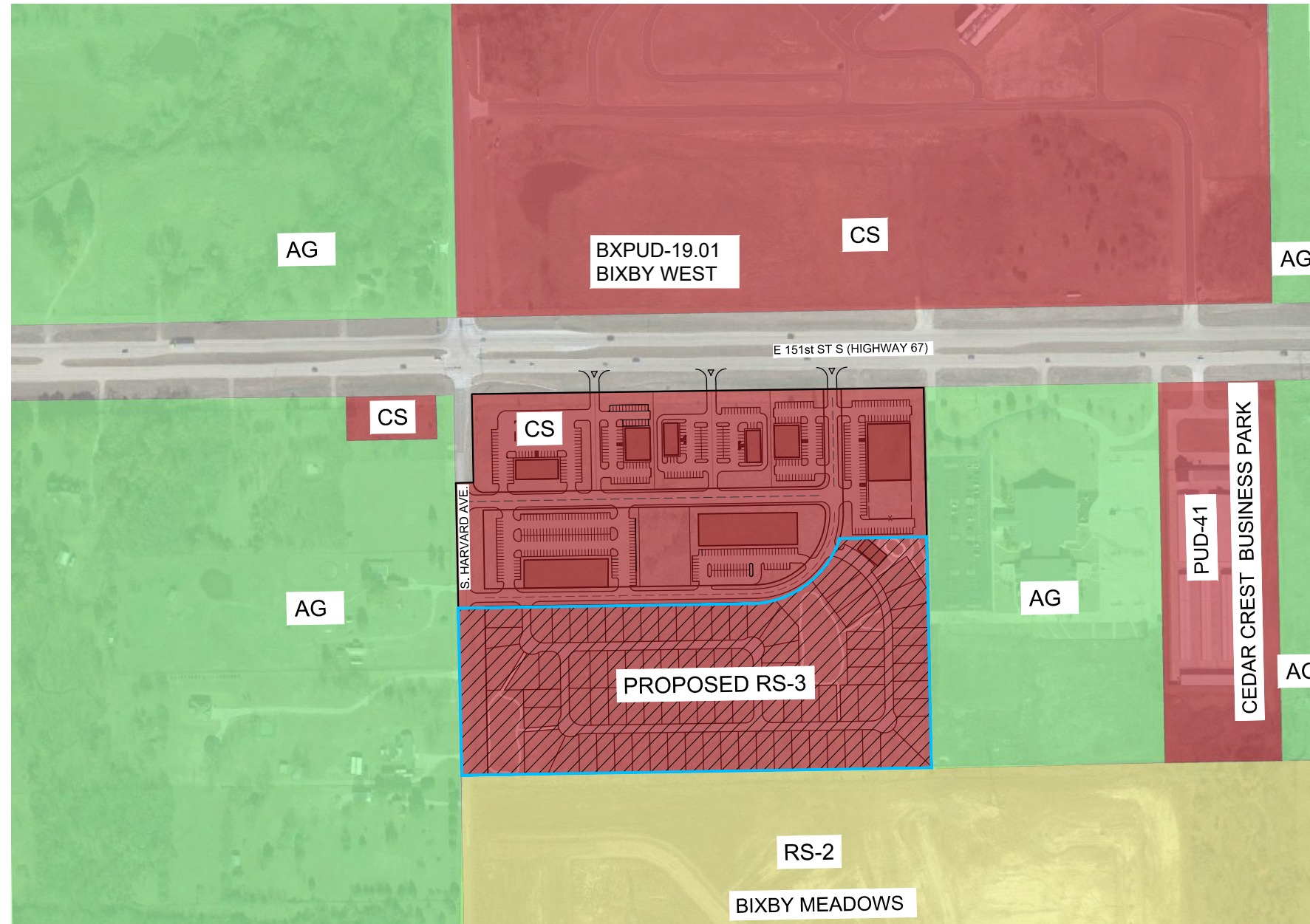
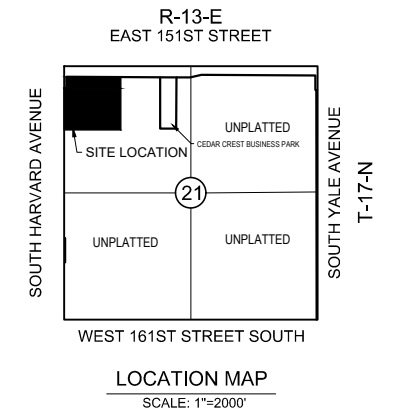
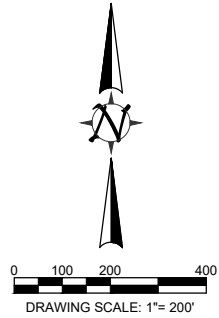


Exhibit C
Existing and Proposed Zoning for
151st & Harvard

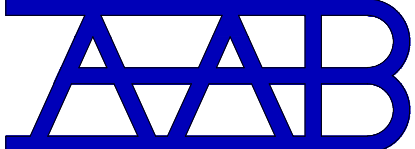


SHEET LEGEND

-  EXISTING COMMERCIAL
-  EXISTING RESIDENTIAL SINGLE-FAMILY 2
-  EXISTING AGRICULTURAL
-  PROPOSED RESIDENTIAL SINGLE-FAMILY 3



AAB Engineering, LLC

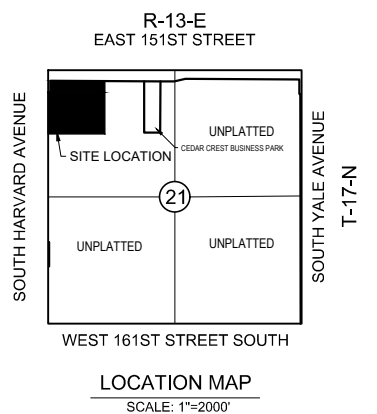
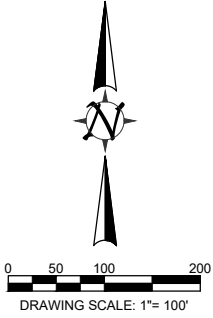


Engineering • Surveying • Land Planning

PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2022
KS CA#2292 Exp: Dec. 31, 2022
Office: (918) 514-4283 Fax: (918) 514-4288

Exhibit D
Conceptual Site Plan for

151st & Harvard



SHEET LEGEND

- DEVELOPMENT AREA A
12.4 ACRES
- DEVELOPMENT AREA B
3.2 ACRES
- DEVELOPMENT AREA C
15.8 ACRES



AAB Engineering, LLC

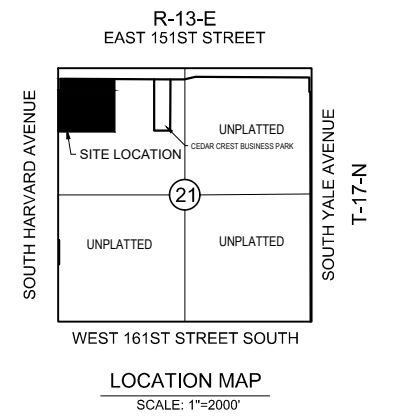
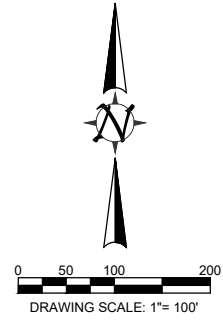
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Exhibit E
Existing Topographic and Aerial for

151st & Harvard



ORDINANCE NO. 2392

AN ORDINANCE AMENDING ORDINANCE NUMBER 272; APPROVING BXPUD-22.04, REZONING A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF. FROM COMMERCIAL SHOPPING (CS) TO COMMERCIAL SHOPPING (CS), MIXED-USE AND RESIDENTIAL SINGLE-FAMILY (RS-3) (BXZO-22.02); AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY, AND DECLARING AN EMERGENCY.

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

Section 1. That Ordinance No. 272 be and the same is now amended and the following described property, to-wit:

DEVELOPMENT AREA A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH 88°50'04" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67, ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 88°50'04" WEST, ALONG SOUTH HIGHWAY R/W LINE, A DISTANCE OF 1252.14 FEET;

THENCE SOUTH 01°09'56" EAST A DISTANCE OF 400.00 FEET;

THENCE SOUTH 88°50'04" WEST A DISTANCE OF 270.44 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 82.11 FEET, A CHORD ANGLE OF NORTH 04°42'54" EAST, AND A CHORD DISTANCE OF 81.96 FEET;

THENCE NORTH 01°09'56" WEST A DISTANCE OF 43.34 FEET;

THENCE SOUTH 89°50'04" WEST A DISTANCE OF 570.10 FEET;

THENCE SOUTH 01°09'56" EAST A DISTANCE OF 443.34 FEET;

THENCE SOUTH 88°50'04" WEST A DISTANCE OF 420.00 FEET TO A POINT ON THE FUTURE 50' R/W LINE OF HARVARD;

THENCE NORTH 01°09'56" WEST, ALONG SAID FUTURE 50'R/W LINE, A DISTANCE OF 718.46 FEET TO THE P.O.B.

CONTAINING 13 ACRES MORE OR LESS.

DEVELOPMENT AREA B

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH 88°50'04" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67;

THENCE NORTH 88°50'04" EAST, ALONG SAID SOUTH R/W LINE, A DISTANCE OF 990.10 FEET; THENCE SOUTH 01°09'56" EAST A DISTANCE OF 273.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01°09'56" EAST A DISTANCE OF 43.34 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 628.32 FEET, A CHORD ANGLE OF SOUTH 43°50'04" WEST, AND A CHORD DISTANCE OF 565.69 FEET;

THENCE SOUTH 88°50'04" WEST A DISTANCE OF 170.10 FEET TO THE P.O.B.

CONTAINING 5 ACRES MORE OR LESS.

DEVELOPMENT AREA C

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION TWENTY-ONE (21), THENCE SOUTH 01°09'56" EAST ALONG THE WEST LINE THEREOF, A DISTANCE OF 248.82. THENCE NORTH 88°50'04" EAST A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 67; THENCE NORTH 88°50'04" WEST, ALONG SAID HIGHWAY R/W, A DISTANCE OF 1252.14 FEET; THENCE SOUTH 01°09'56" EAST A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 01°09'56" EAST A DISTANCE OF 681.58 FEET;

THENCE SOUTH 89°05'18" WEST A DISTANCE OF 1252.15 FEET TO A POINT ON THE FUTURE 50' R/W LINE OF HARVARD;

THENCE NORTH 01°09'56" WEST, ALONG SAID FUTURE 50'R/W LINE, A DISTANCE OF 357.56 FEET;

THENCE NORTH 88°50'04" EAST A DISTANCE OF 590.10 FEET;

THENCE ON A CURVE HAVING A RADIUS OF 400.00 FEET, AN ARC LENGTH OF 546.21 FEET, A CHORD ANGLE OF NORTH 49°42'54" EAST, AND A CHORD DISTANCE OF 504.75 FEET;

THENCE NORTH 88°50'04" EAST, A DISTANCE OF 270.44 FEET TO THE P.O.B.

CONTAINING 13 ACRES MORE OR LESS.

Located at or near Southeast corner (SE/c) East 151st Street South and Harvard Avenue in Bixby Oklahoma, having been submitted as a Planned Unit Development (PUD), BXPUD-22.04, for further development as a Planned Unit, Development Area A, Development Area B, and Development Area C be and the same is designated and supplementary rezoned as BXPUD-22.04

Section 2. SEVERABILITY CLAUSE. If any section, sentence, clause, or phrase of this ordinance or any part is for any reason found to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance or any part thereof.

Section 3. EMERGENCY CLAUSE. That because this Ordinance is essential to the proper and orderly growth of the City of Bixby, an Emergency is now declared to exist for the preservation of the public peace, health, and safety, by reason whereof second reading of this ordinance is waived and this Ordinance shall take effect and be in force immediately upon its passage.

APPROVED in an open meeting of the Bixby City Council and PASSED by an affirmative majority vote of the entire membership of the City Council, to-wit: ___-YES, ___-NO, ___-ABSTAINING, ___-ABSENT, on this 23rd day of May 2022.

Mayor of the City of Bixby, Oklahoma

APPROVED as an Emergency Measure ruled upon separately and PASSED by an affirmative majority vote of at least four-fifths (4/5) of the entire membership of the Bixby City Council, to wit: ____-YES, ____-NO, ____-ABSTAINING, ____-ABSENT, on this 23rd day of May 2022.

Mayor of the City of Bixby, Oklahoma

(Seal)

ATTEST:

City Clerk

APPROVED:

City Attorney

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of Final Plat (BXPT- 20.08) Bixby Village. Located East 161st Street South between South Memorial Drive and South Mingo Road. Section 25, Township 17N, Range 13E.

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE:
Comprehensive Plan, Bixby Zoning Code, Subdivision Regulations

BACKGROUND:
The applicant requests approval of the Final Plat of Bixby Village (BXPUD-19.06). Applicant has implemented comments received from the TAC review, Fire Marshal, and staff.

The Final Plat does match the Preliminary Plat that was approved January 11, 2021 by City Council and complies with the approved PUD.

Heard on May 16, 2022, at the regular Planning Commission meeting the Final Plat of Bixby Village was unanimously approved

EXHIBITS: Planning Commission Staff Report
Bixby Village Plat with Deed of Dedication

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Final Plat BXPT-20.08 Bixby Village – BXPUD-19.06.

ITEM NO: _____

MEETING DATE: 5/23/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission

From: Donna Crawford, Assistant City Planner

Date: Monday, May 16, 2022

Name: Bixby Village

RE: Bixby Village Final Plat BXPT-20.08
Planned Unit Development BXPUD-19.06

Location: East 161st Street South between South Memorial Drive and South Mingo Road

STR: Section 25, Township 17N, Range 13E

Applicant: Select Design

Site Stats:

Acres: 19.89 +/-	Min. Lot Width: 60 ft	Min. Lot Area: 6,900 sq ft	Min. Dwelling Sq. Ft: 1800
Number of Lots: 72	Number of Blocks: 4	Reserve Areas: 4	1 st Floor Ext. Material: 100% Masonry

Request:

Select Design/Ryan McCarty, is requesting Final Plat approval for Bixby Village.

Existing Zoning; Use:

Residential Single-Family (RS-3); Vacant

Abutting Zoning; Use:

North: (AG) Agriculture Bixby Public School; (CS) Commercial Shopping Bixby Public School

East: (AG) Agriculture; Single-Family Dwellings

South: (AG) Agriculture; Vacant

West: (RS-3) Residential Single-Family; Single-Family dwellings

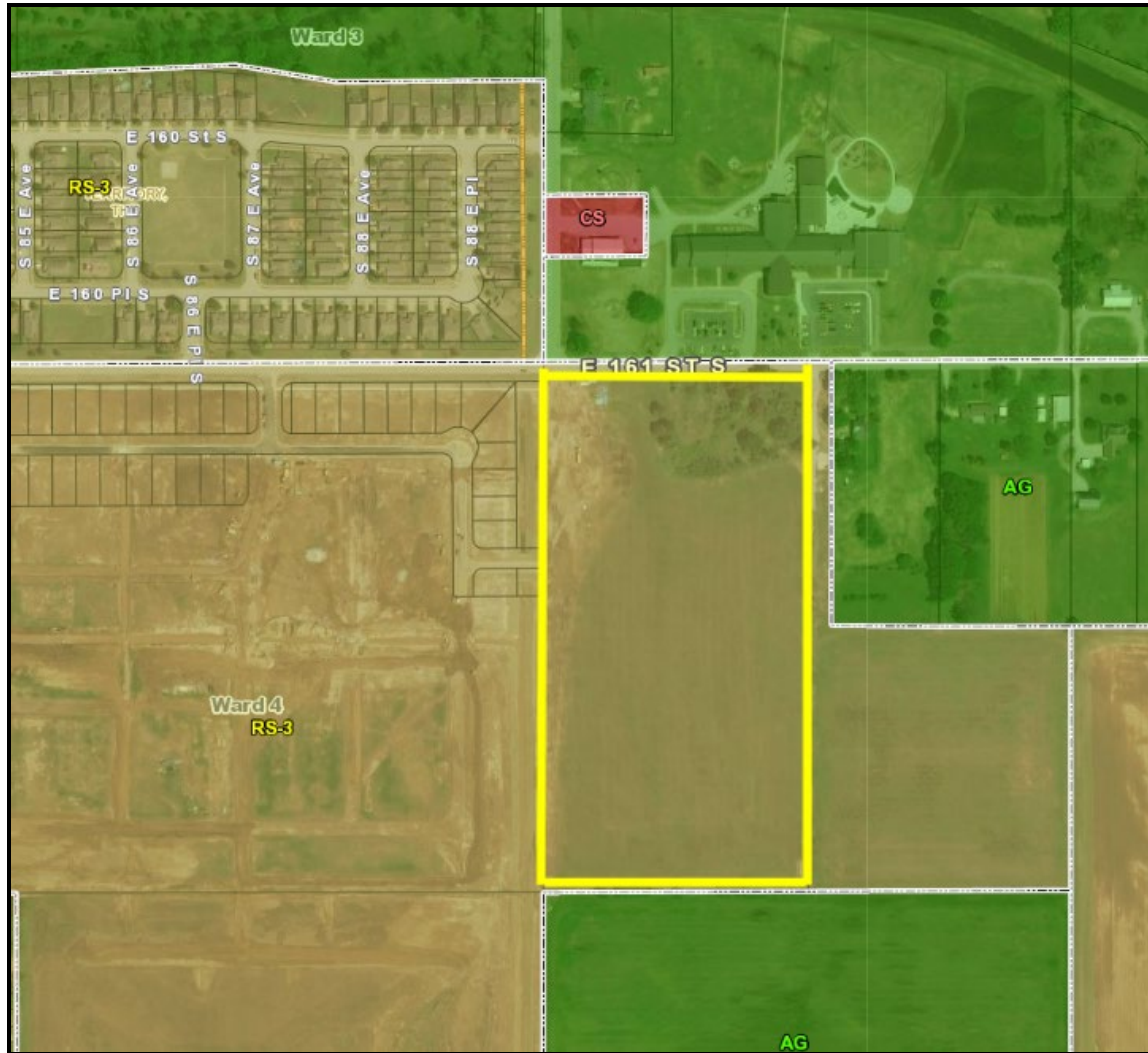


Exhibit A: City of Bixby Zoning Map

Staff Review

The applicant is requesting Final Plat approval. Bixby Village does comply with the approved Planned Unit Development requirements.

Utilities/Site Area:

There is an existing 12" water line that runs North/South along the West side of Bixby Village and a 10" water line running East / West along the north boundary of the property.

There is a sanitary sewer force main located along the West boundary line of Bixby Village. The nearest gravity sanitary sewer line will be a sewer line stub at the NE/c of Robinson Ranch which will be utilized in part, the sewer line extends along East 161st Street to the NE/c of Bixby Village, to allow for future extensions and connections.

Storm sewers designed to carry stormwater to the West to the City of Bixby Regional Drainage system are being developed as a part of and along with the "Robinson Ranch" addition.

Planning Review Comments:

Several areas within the Deed of Dedication require revised verbiage.

A street lighting plan is to be provided to the electric provider by the applicant.

Addresses to be verified by the Fire Marshal

Engineering Review Comments: Please see attached memo dated 5/9/2022

Public Comments: No comments have been received.

Staff Comments:

Staff supports approval of the Planning Commission of the Final Plat with Planning, Engineering, and Fire Marshal comments implemented to the Plat before moving to Council.

Exhibits:

Exhibit A: City of Bixby Zoning Map

Exhibit B: Final Plat with Deed of Dedication by Engineered by Design, PLLC

Exhibit C: Fire Marshal Review Comments

Lot Area & Address Table

BLOCK	LOT	STREET ADDRESS	LOT AREA (SF)
1	1	8986 EAST 161ST PLACE SOUTH	9,908.49
	2	8974 EAST 161ST PLACE SOUTH	9,680.08
	3	8940 EAST 161ST PLACE SOUTH	16,898.34
	4	16150 SOUTH 89TH EAST AVENUE	10,354.57
	5	16162 SOUTH 89TH EAST AVENUE	8,399.54
	6	16174 SOUTH 89TH EAST AVENUE	8,400.00
	7	16186 SOUTH 89TH EAST AVENUE	11,065.87
2	1	16204 SOUTH 89TH EAST AVENUE	9,665.87
	2	16220 SOUTH 89TH EAST AVENUE	8,750.00
	3	16236 SOUTH 89TH EAST AVENUE	8,750.00
	4	16248 SOUTH 89TH EAST AVENUE	8,400.00
	5	16254 SOUTH 89TH EAST AVENUE	8,400.00
	6	16266 SOUTH 89TH EAST AVENUE	8,400.00
	7	16278 SOUTH 89TH EAST AVENUE	8,400.00
	8	16290 SOUTH 89TH EAST AVENUE	8,400.00
	9	16296 SOUTH 89TH EAST AVENUE	8,750.00
	10	16302 SOUTH 89TH EAST AVENUE	8,626.10
	11	16314 SOUTH 89TH EAST AVENUE	13,258.48
	12	8940 EAST 163RD STREET SOUTH	14,078.22
	13	8974 EAST 163RD STREET SOUTH	7,809.29
	14	8986 EAST 163RD STREET SOUTH	8,400.00
	15	8998 EAST 163RD STREET SOUTH	8,400.00
	16	9020 EAST 163RD STREET SOUTH	8,400.00
	17	9044 EAST 163RD STREET SOUTH	8,211.09
3	18	9062 EAST 163RD STREET SOUTH	10,807.57
	19	16335 SOUTH 90TH EAST AVENUE	15,667.98
	20	16323 SOUTH 90TH EAST AVENUE	8,557.50
	21	16301 SOUTH 90TH EAST AVENUE	8,398.79
	22	16295 SOUTH 90TH EAST AVENUE	8,400.00
	23	16283 SOUTH 90TH EAST AVENUE	8,400.00
	24	16271 SOUTH 90TH EAST AVENUE	9,665.87
	1	16235 SOUTH 90TH EAST AVENUE	9,665.87
	2	16229 SOUTH 90TH EAST AVENUE	8,400.00
	3	16217 SOUTH 90TH EAST AVENUE	8,400.00
4	4	16205 SOUTH 90TH EAST AVENUE	8,400.00
	5	16193 SOUTH 90TH EAST AVENUE	8,400.00
	6	16189 SOUTH 90TH EAST AVENUE	8,400.00
	7	16177 SOUTH 90TH EAST AVENUE	8,400.00
	8	16165 SOUTH 90TH EAST AVENUE	8,400.00
	9	16153 SOUTH 90TH EAST AVENUE	8,312.99
	10	16121 SOUTH 90TH EAST AVENUE	9,743.43
	11	9067 EAST 161ST PLACE SOUTH	16,283.54
	12	9035 EAST 161ST PLACE SOUTH	8,827.53
	13	9023 EAST 161ST PLACE SOUTH	9,871.56
	1	16161 SOUTH 89TH EAST AVENUE	8,381.14
	2	16173 SOUTH 89TH EAST AVENUE	8,382.98
	3	16185 SOUTH 89TH EAST AVENUE	8,384.95
	4	16197 SOUTH 89TH EAST AVENUE	8,386.93
	5	16203 SOUTH 89TH EAST AVENUE	8,388.91
	6	16219 SOUTH 89TH EAST AVENUE	8,740.55
	7	16235 SOUTH 89TH EAST AVENUE	8,742.69
	8	16247 SOUTH 89TH EAST AVENUE	8,394.99
	9	16253 SOUTH 89TH EAST AVENUE	8,396.97
	10	16265 SOUTH 89TH EAST AVENUE	8,398.95
	11	16277 SOUTH 89TH EAST AVENUE	8,400.93
	12	16289 SOUTH 89TH EAST AVENUE	8,402.90
	13	16295 SOUTH 89TH EAST AVENUE	8,755.13
	14	16301 SOUTH 89TH EAST AVENUE	10,022.24
	15	16302 SOUTH 89TH EAST AVENUE	10,000.74
	16	16296 SOUTH 90TH EAST AVENUE	8,737.20
	17	16284 SOUTH 90TH EAST AVENUE	8,389.63
	18	16272 SOUTH 90TH EAST AVENUE	8,391.53
	19	16254 SOUTH 90TH EAST AVENUE	8,393.42
	20	16236 SOUTH 90TH EAST AVENUE	8,395.32
	21	16230 SOUTH 90TH EAST AVENUE	8,397.20
	22	16218 SOUTH 90TH EAST AVENUE	8,749.11
	23	16206 SOUTH 90TH EAST AVENUE	8,751.18
	24	16194 SOUTH 90TH EAST AVENUE	8,403.05
RES	25	16190 SOUTH 90TH EAST AVENUE	8,404.95
	26	16178 SOUTH 90TH EAST AVENUE	8,406.84
	27	16166 SOUTH 90TH EAST AVENUE	8,408.74
	28	16152 SOUTH 90TH EAST AVENUE	8,410.82
RES	A	8995 EAST 161ST PLACE SOUTH	1,558.22
	B	8973 EAST 161ST PLACE SOUTH	2,478.17
	C	9011 EAST 161ST PLACE SOUTH	2,480.51
	D	8962 EAST 161ST PLACE SOUTH	6,154.59

Subdivision Statistics

SUBDIVISION CONTAINS SEVENTY-TWO (72) LOTS IN FOUR (4) BLOCKS AND FOUR (4) RESERVE AREAS

GROSS SUBDIVISION AREA: 866,390.2 SF OR 19.89 ACRES

Basis of Bearings

BEARINGS ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, (3501 OK N), NORTH AMERICAN DATUM 1983 (NAD83) USING THE NORTH LINE OF THE NE/4 OF SEC.25, T17N, R13E AS N 88°05'41" E.

Monumentation

ALL LOT CORNERS SHOWN HEREON WERE SET USING A 3/8" x 18" STEEL PIN WITH A GREEN PLASTIC CAP STAMPED "FRITZ CA5848".

Floodplain Data

WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, CITY OF BIXBY, OKLAHOMA, COMMUNITY PANEL NO. 40143C0445L - OCTOBER 16, 2012, WHICH INDICATES THE SUBJECT PROPERTY TO BE WITHIN SHADED ZONE X (AREAS DETERMINED TO BE WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN).

Notes

ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

Legend

B/L -- BUILDING SETBACK LINE
L.N.A. -- LIMITS OF NO ACCESS
OD/E -- OVERLAND DRAINAGE EASEMENT
U/E -- UTILITY EASEMENT

Curve Table

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	21.99'	7.00'	180°00'01.95"	S 88°45'53" W	14.00'
C2	21.99'	7.00'	180°00'02.39"	N 88°45'50" E	14.00'
C3	39.56'	25.00'	90°40'10.39"	S 46°34'14" E	35.56'
C4	46.77'	30.00'	89°19'49.61"	S 43°25'46" W	42.18'
C5	18.69'	25.00'	42°50'00.34"	N 66°40'41" E	18.26'
C6	18.69'	25.00'	42°50'00.34"	S 70°29'19" E	18.26'
C7	47.47'	30.00'	90°40'10.39"	N 46°34'14" W	42.67'
C8	38.98'	25.00'	89°19'49.61"	N 43°25'46" E	35.15'
C9	18.69'	25.00'	42°50'00.34"	S 20°10'47" W	18.26'
C10	39.56'	25.00'	90°40'05.73"	N 46°34'16" W	35.56'
C11	39.27'	25.00'	90°00'00.00"	S 46°14'13" E	35.36'
C12	18.69'	25.00'	42°50'00.34"	N 22°39'09" W	18.26'
C13	38.98'	25.00'	89°19'49.61"	S 43°25'46" W	35.15'
C14	39.27'	25.00'	90°00'00.00"	N 43°45'52" E	35.36'
C15	39.27'	25.00'	90°00'00.00"	N 46°14'08" W	35.36'
C16	18.69'	25.00'	42°50'00.34"	S 22°39'13" E	18.26'
C17	18.69'	25.00'	42°50'00.34"	N 70°14'19" W	18.26'
C18	39.09'	25.00'	89°34'54.09"	N 43°33'14" E	35.23'
C19	152.93'	50.00'	175°14'54.78"	N 43°33'14" E	99.91'
C20	18.69'	25.00'	42°50'00.34"	N 20°10'52" E	18.26'
C21	39.45'	25.00'	90°25'10.57"	S 46°28'44" E	35.48'
C22	153.66'	50.00'	176°05'11.26"	S 46°28'44" E	99.94'
C23	18.69'	25.00'	42°50'00.34"	S 66°55'41" W	18.26'
C24	39.27'	25.00'	90°00'00.00"	S 43°45'47" W	35.36'
C25	153.88'	50.00'	176°20'06.41"	N 46°34'16" W	99.95'
C26	152.71'	50.00'	174°59'50.29"	S 43°25'46" W	99.90'

Line Table

LINE	BEARING	DISTANCE
L1	N 88°05'41" E	48.59'
L2	S 01°14'08" E	85.06'
L3	S 01°14'08" E	100.31'
L4	N 01°14'08" W	100.31'
L5	N 88°05'41" E	49.30'
L6	S 88°05'41" W	264.31'
L7	N 01°14'08" W	84.95'
L8	S 88°05'41" W	265.59'
L9	N 01°14'13" W	502.31'
L10	N 01°14'08" W	170.91'
L11	N 88°45'52" E	115.00'
L12	S 88°45'52" W	115.00'
L13	S 88°05'41" W	229.88'
L14	S 01°14'13" E	219.36'
L15	S 88°20'41" W	217.91'
L16	N 88°20'41" E	229.88'
L17	N 01°14'08" W	549.37'
L18	N 01°14'13" W	833.45'
L19	S 01°14'08" E	832.45'
L20	S 88°45'47" W	115.00'
L21	S 88°45'47" W	115.00'
L22	N 01°14'08" W	137.73'
L23	N 01°14'08" W	137.84'

Owner / Developer

DD&R PROPERTIES, LLC
219 NORTH ARMSTRONG STREET
BIXBY, OK 74008
PHONE: (918) 231-9829
MR. JAMES R. BREWER

Surveyor

FRITZ LAND SURVEYING, LLC
2017 WEST 91ST STREET
TULSA, OKLAHOMA 74132
PHONE: (918) 231-0575
EMAIL: FRITZLANDSURVEYING@GMAIL.COM
C.A. # 5848 EXPIRES: 6-30-2022

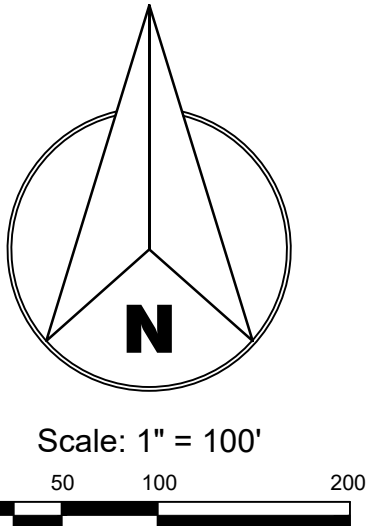
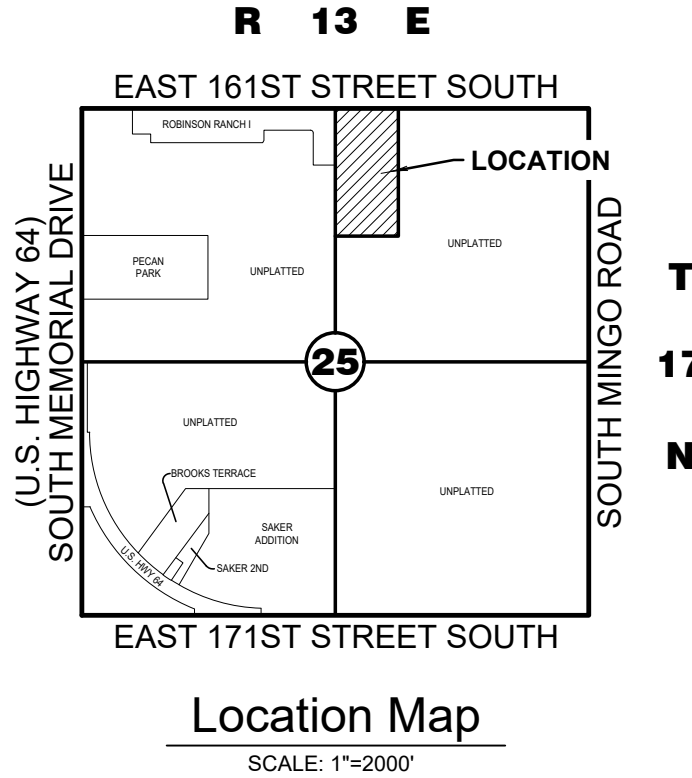
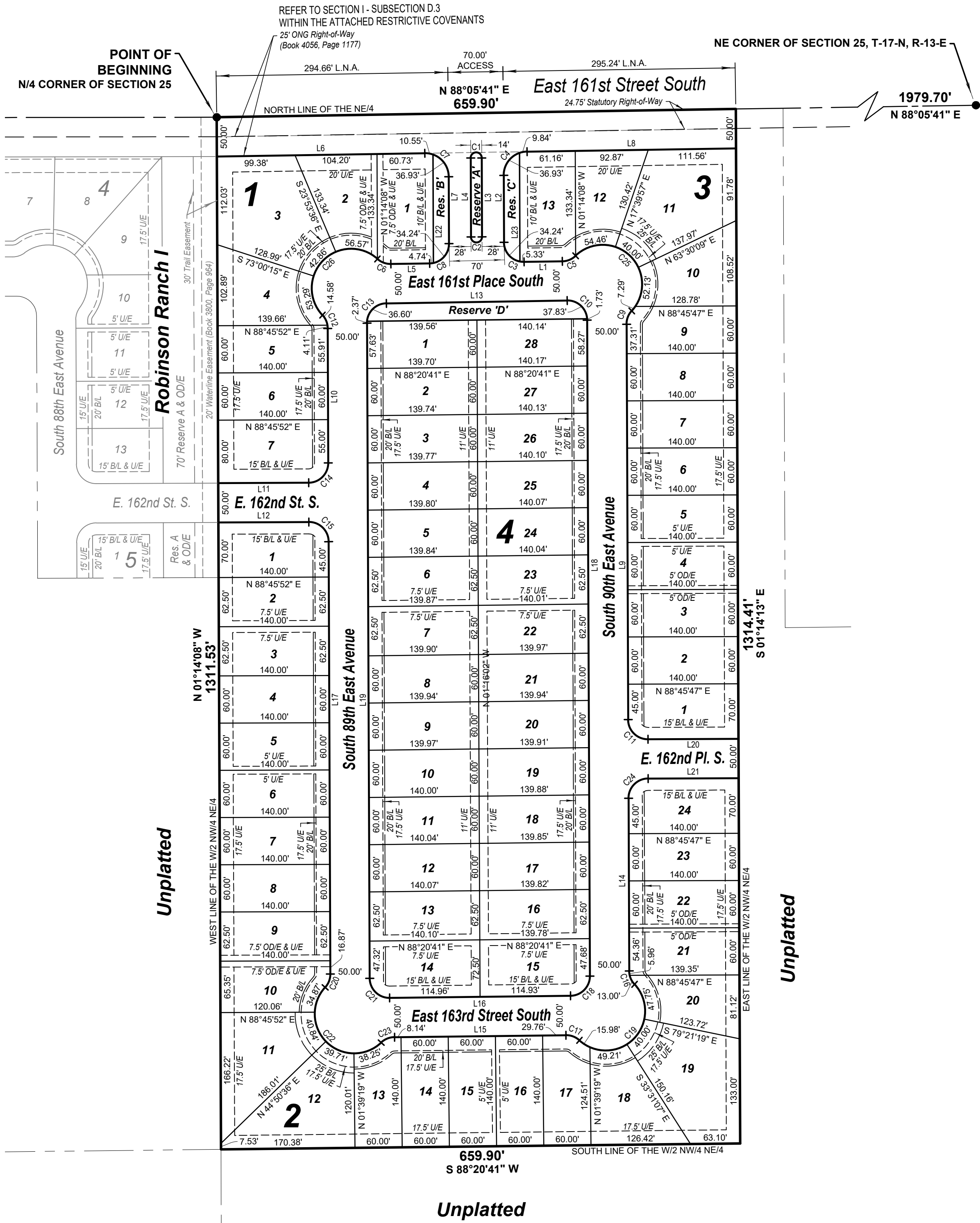
Engineer

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C.A. # 7655 EXPIRES 6-30-2022

BXPUD-19.06

Bixby Village

A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.



**DRAFT FINAL
PLAT #2**

STATE OF OKLAHOMA } SS
COUNTY OF TULSA

I, MICHAEL WILLIS, TULSA COUNTY CLERK, IN AND FOR THE COUNTY AND STATE ABOVE, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND CORRECT COPY OF A LIKE INSTRUMENT NOW ON FILE IN MY OFFICE.

DATED THE _____ DAY OF _____, 2022.
MICHAEL WILLIS, TULSA COUNTY CLERK

DEPUTY _____

FINAL PLAT
CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the City Council of the City of Bixby on May 23, 2022.

on _____

MAYOR - VICE MAYOR

This approval is void if the above signature is not endorsed by the City Manager or City Clerk.

CITY MANAGER - CITY CLERK

BIXBY VILLAGE
DEED OF DEDICATION & RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

DD&R PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER" IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA:

A TRACT OF LAND THAT IS THE WEST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (W/2 NW/4 NE/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTEEN (13) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE NORTH 88°05'41" EAST ALONG THE NORTH LINE THEREOF 659.90 FEET TO THE NORTHEAST CORNER OF THE W/2 OF THE NW/4 OF THE NE/4; THENCE SOUTH 01°14'13" EAST ALONG THE EAST LINE THEREOF 1314.41 FEET TO THE SOUTHEAST CORNER OF THE W/2 OF THE NW/4 OF THE NE/4; THENCE SOUTH 88°20'41" WEST ALONG THE SOUTH LINE THEREOF 659.90 FEET TO THE SOUTHWEST CORNER OF THE W/2 OF THE NW/4 OF THE NE/4; THENCE NORTH 01°14'08" WEST ALONG THE WEST LINE THEREOF 1311.53 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 866.390.18 SQUARE FEET OR 19.89 ACRES.

BASIS FOR BEARING IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, OK NORTH ZONE 3501, NAD83, USING THE NORTH LINE OF THE NE/4 OF SECTION 25, T17N, R13E AS NORTH 88°05'41" EAST.

THE OWNER/DEVELOPER HAS CAUSED THE SUBDIVISION PARCEL TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO LOTS, BLOCKS, RESERVE AREAS, AND PUBLIC STREETS, IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS 'BIXBY VILLAGE', A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA.

SECTION I. STREETS, EASEMENTS AND UTILITIES

A. STREETS AND UTILITY EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT". FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN TULSA COUNTY FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID; PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY TULSA COUNTY, OKLAHOMA AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UNDERGROUND SERVICE

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED ALONG THE EASTERN PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY UNDERGROUND CABLE. ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN THE EASEMENT WAYS DEDICATED FOR GENERAL UTILITY SERVICES AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE EASEMENT WAYS.

2. UNDERGROUND SERVICE CABLES AND GAS SERVICE LINES TO ALL STRUCTURES WHICH ARE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE OR GAS SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT, EFFECTIVE AND NON-EXCLUSIVE RIGHT-OF-WAY EASEMENT ON THE LOT, COVERING A 5-FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE OR LINE EXTENDING FROM THE GAS MAIN, SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE THE RIGHT OF ACCESS TO ALL EASEMENT WAYS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS FACILITIES. EACH SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER OF THE LOT SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH SHALL BE ENFORCEABLE BY EACH SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR GAS SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER

1. THE OWNER OF ANY LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS LOCATED ON THE OWNER'S LOT.

2. WITHIN UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, OR STORM SEWER OR ANY CONSTRUCTION ACTIVITY WHICH, IN THE JUDGMENT OF THE CITY OF BIXBY, WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS, AND STORM SEWERS SHALL BE PROHIBITED.

3. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER SYSTEMS, SANITARY SEWER MAINS, AND STORM SEWERS BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, OR THE OWNER'S AGENTS AND/OR CONTRACTORS.

4. THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS, RESTRICTED WATERLINE, SANITARY SEWER, STORM SEWER AND DRAINAGE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER, SANITARY SEWER, OR STORM SEWER FACILITIES.

5. THE COVENANTS SET FORTH IN THIS SUBSECTION SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, AND THE OWNER OF EACH LOT AGREES TO BE BOUND BY THESE COVENANTS.

D. GAS SERVICE

1. THE SUPPLIER OF GAS SERVICE SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL UTILITY EASEMENTS DEPICTED ON THE ATTACHED PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF GAS FACILITIES INSTALLED BY THE SUPPLIER OF GAS SERVICE.

2. THE OWNER OF EACH LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON HIS LOT, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES SHALL BE PROHIBITED. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY

FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OF THE LOT OR HIS AGENT OR CONTRACTORS.

3. OKLAHOMA NATURAL GAS'S EASEMENT RECORDED IN BOOK 4056, PAGE 1177 SHALL REMAIN IN FULL FORCE AND EFFECT. OKLAHOMA NATURAL GAS'S EASEMENT PRE-DATES THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF OKLAHOMA NATURAL GAS'S RIGHT-OF-WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT OKLAHOMA NATURAL GAS'S PRIOR WRITTEN CONSENT.

4. THE FOREGOING COVENANTS CONCERNING UNDERGROUND GAS FACILITIES SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE, AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

E. PAVING AND LANDSCAPING WITHIN EASEMENTS

THE OWNER OF ANY LOT DEPICTED ON THE ACCOMPANYING PLAT SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY INSTALLATION OR NECESSARY MAINTENANCE OF UNDERGROUND WATER, SANITARY SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED THE CITY OF BIXBY, OKLAHOMA, OR ITS SUCCESSORS, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

F. RESERVE AREAS "A" TROUGH "D"

RESERVE AREAS "A" THROUGH "D" ARE HEREBY DEDICATED FOR THE PURPOSE OF ESTABLISHING AND MAINTAINING A UTILITY EASEMENT, OPEN SPACE, LANDSCAPING, SUBDIVISION IDENTIFICATION SIGNS, SCREENING FENCES AND/OR WALLS, ENTRY FEATURES AND RECREATION, AND ARE RESERVED FOR SUBSEQUENT CONVEYANCE TO THE BIXBY VILLAGE PROPERTY OWNERS' ASSOCIATION, FOR THEIR USE AND MAINTENANCE, AS SET FORTH WITHIN SECTION IV HEREOF.

G. FENCE AND LANDSCAPE EASEMENTS

THE OWNER/DEVELOPER DOES HEREBY DEDICATE A PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "U/E" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REMOVING AND REPLACING ALL FENCES AND ANY OTHER APPURTENANCES THERETO WITH THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS AND RIGHTS-OF-WAY FOR THE USES AND PURPOSES AFORESAID.

H. LIMITS OF NO ACCESS

THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BIXBY, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

WHEREAS, "BIXBY VILLAGE" WAS SUBMITTED AS PART OF A PLANNED UNIT DEVELOPMENT (BXPUD-19.06), AS PROVIDED WITHIN THE PROVISIONS OF THE CITY OF BIXBY ZONING CODE PERTAINING TO PLANNED UNIT DEVELOPMENTS, AND

WHEREAS BXPUD-19.06 WAS AFFIRMATIVELY RECOMMENDED BY THE BIXBY PLANNING COMMISSION ON DECEMBER 16, 2019 AND APPROVED BY BIXBY CITY COUNCIL ON JANUARY 13, 2020, AND

WHEREAS, THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE BIXBY ZONING CODE REQUIRE THE ESTABLISHMENT OF COVENANTS OF RECORD, INURING TO AND ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA, SUFFICIENT TO ASSURE THE IMPLEMENTATION AND CONTINUED COMPLIANCE WITH THE APPROVED PLANNED UNIT DEVELOPMENT AND AMENDMENTS THERETO, AND

WHEREAS, THE OWNER/DEVELOPER ESTABLISHED RESTRICTIONS FOR THE PURPOSE OF PROVIDING FOR AN ORDERLY DEVELOPMENT AND TO INSURE ADEQUATE RESTRICTIONS FOR THE MUTUAL BENEFIT OF THE OWNER, ITS SUCCESSORS AND ASSIGNS, AND CITY OF BIXBY, STATE OF OKLAHOMA, AND

THEREFORE, THE OWNER/DEVELOPER DOES HEREBY IMPOSE RESTRICTIONS AND COVENANTS TO ALL LOTS CONTAINED WITHIN THIS SUBDIVISION PLAT (BIXBY VILLAGE), AND WHICH COVENANTS SHALL BE COVENANTS RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND SHALL BE ENFORCEABLE AS HEREINAFTER SET FORTH.

GROSS LAND AREA: 19.890 ACRES

BIXBY VILLAGE NEIGHBORHOOD P.U.D. DEVELOPMENT STANDARDS INCLUDES ALL LOTS LOCATED WITHIN BIXBY VILLAGE:

PERMITTED USES:

ALL USES ALLOWED BY RIGHT IN THE RS-3 ZONING DISTRICT SPECIFICALLY USE UNIT 6 - SINGLE FAMILY DWELLINGS AND CUSTOMARY FACILITIES AND AMENITIES.

MINIMUM LOT WIDTH: 60 FEET

MINIMUM LOT AREA: 6,900 SQUARE FEET

MAXIMUM STRUCTURE HEIGHT: 35 FEET

MINIMUM OFF-STREET PARKING: TWO (2) ENCLOSED OFF-STREET PARKING SPACES PER DWELLING UNIT

FRONT YARD BUILDING SETBACK: 20 FEET

REAR YARD: 20 FEET

SIDE YARD: 5 FEET

NO RESIDENCE SHALL BE BUILT NEARER THAN FIVE (5) FEET TO ANY SIDE LOT ON ONE SIDE, AND FIVE (5) FEET ON THE OTHER SIDE, THUS REQUIRING A COMBINED TOTAL OF AT LEAST TEN (10) FEET BETWEEN RESIDENCES. WHERE SIDE LOT EASEMENTS ARE SHOWN GREATER THAN THE FORGOING, NO ENCROACHMENT SHALL BE ALLOWED ON THE EASEMENT.

ALL OTHER YARDS ABUTTING AN ARTERIAL STREET: 85 FEET FROM THE CENTERLINE OF EAST 161ST STREET SOUTH

MINIMUM DWELLING SIZE: 1,800 SF SINGLE STORY
2,000 SF TWO STORY

FIRST FLOOR EXTERIOR MATERIALS: 100% MASONRY

SECTION III. RESTRICTIONS AND COVENANTS

A. DWELLINGS

UNLESS WAIVED BY THE OWNER/DEVELOPER IN WRITING, THE FOLLOWING STANDARDS SHALL APPLY TO ALL DWELLINGS IN THE SUBDIVISION:

1. MASONRY: ALL DWELLINGS SHALL HAVE ONE-HUNDRED PERCENT (100%) OF THE EXTERIOR WALLS THEREOF COMPRISED OF MASONRY TO THE FIRST FLOOR PLATE LINE; PROVIDED, HOWEVER, THAT THE AREA OF ALL WINDOWS, COVERED PORCHES AND DOORS LOCATED IN THE EXTERIOR WALLS SHALL BE EXCLUDED IN THE DETERMINATION OF THE AREA OF SAID EXTERIOR WALLS.

2. GARAGES: ALL DWELLINGS SHALL HAVE ATTACHED GARAGES SUITABLE FOR ACCOMMODATING A MINIMUM OF TWO (2) STANDARD SIZE AUTOMOBILES. ALL GARAGES SHALL BE ACCESSED BY AN OVERHEAD GARAGE DOOR. CARPORTS SHALL NOT BE PERMITTED.

3. PATIO COVERS: ALL PATIO COVERS SHALL BE AN INTEGRAL PART OF THE RESIDENCE SUCH THAT THEY ARE CONTAINED WITHIN THE ROOF LINE AND SHALL BE CONSTRUCTED WITH THE SAME DESIGN, SHINGLE COLOR AND MATERIALS AS THE RESIDENCE.

4. DRIVEWAYS: ALL DRIVEWAYS INTO A LOT FROM ANY STREET SHALL BE CONSTRUCTED OF CONCRETE AND SHALL BE NOT LESS THAN TWENTY (20) FEET IN WIDTH.

5. MAILBOXES: ALL MAILBOXES SHALL BE METAL AND SELECTED BY THE ARCHITECTURAL REVIEW COMMITTEE.

6. ROOF PITCH AND MATERIALS: THE ROOF OF THE DWELLING SHALL HAVE A PITCH OF AT LEAST 10/12 AND A PITCH OF 4/12 SHALL BE ALLOWED OVER PORCHES AND PATIOS. ROOF MATERIALS SHALL BE THIRTY (30) YEAR BLACK BLEND HERITAGE II OR EQUAL COMPOSITION SHINGLES.

7. SODDING AND LANDSCAPING: UPON COMPLETION OF CONSTRUCTION OF ANY RESIDENCE, THE FRONT YARD OF EACH LOT MUST BE FULLY SODDED. CORNER LOTS, HOWEVER, MUST BE FULLY SODDED UP TO THE EDGE OF THE STREET SURFACE ON BOTH SIDES OF THE LOT AND SHALL BE FULLY SODDED ON FRONT YARD, BACK AND SIDE YARDS. EACH LOT SHALL HAVE A PROFESSIONAL LANDSCAPE PACKAGE, INCLUDING ONE (1) TREE A MINIMUM OF TWO (2) INCHES IN CALIPER, INSTALLED IN THE FRONT YARD UPON COMPLETION OF THE CONSTRUCTION OF ANY RESIDENCE.

B. ARCHITECTURAL COMMITTEE - PLAN REVIEW

1. NO BUILDING, FENCE, WALL OR LANDSCAPING SHALL BE ERECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, LANDSCAPING PLANS, AND SPECIFICATIONS FOR ALL HOUSES TO BE BUILT, AND LANDSCAPING TO BE INSTALLED, ARE ON FILE WITH BIXBY VILLAGE ARCHITECTURAL COMMITTEE, INITIALLY TO BE DD&R PROPERTIES, LLC MEMBERS OR THEIR DULY AUTHORIZED REPRESENTATIVE, REPRESENTATIVES OR SUCCESSORS. IN THE EVENT OF THE DEATH OR RESIGNATION OF ANY MEMBER OF BIXBY VILLAGE ARCHITECTURAL COMMITTEE, THE REMAINING MEMBER OR MEMBERS SHALL HAVE FULL AUTHORITY TO APPROVE OR DISAPPROVE SUCH PLANS, SPECIFICATIONS, COLOR SCHEME, MATERIALS AND PLOT PLAN, OR TO DESIGNATE A REPRESENTATIVE OR REPRESENTATIVES WITH THE LIKE AUTHORITY, AND SAID REMAINING MEMBER OR MEMBERS SHALL HAVE AUTHORITY TO FILL ANY VACANCY OR VACANCIES CREATED BY THE DEATH OR RESIGNATION OF ANY OF THE AFORESAID MEMBERS, AND SAID NEWLY APPOINTED MEMBER SHALL HAVE THE SAME AUTHORITY HEREUNDER AS THEIR PREDECESSORS, AS ABOVE SET FORTH. ANY CHANGES TO PLANS ON FILE WITH THE ARCHITECTURAL COMMITTEE OR ANY ADDITIONAL NEW PLANS WILL NEED WRITTEN APPROVAL BEFORE CONSTRUCTION MAY BEGIN.

2. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF BUILDING OR LANDSCAPING PLANS FOR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE, OR CODE VIOLATIONS. THE APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE OF ANY BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION, UNLESS THE ARCHITECTURAL COMMITTEE IS HEREINAFTER AUTHORIZED TO GRANT THE PARTICULAR WAIVER.

3. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE OR ITS DESIGNATED REPRESENTATIVE SHALL CEASE WHEN ONE HUNDRED PERCENT (100%) OF THE HOUSES ON THE RESIDENTIAL LOTS HAVE BEEN BUILT. THEREAFTER, THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL BE EXERCISED BY THE PROPERTY OWNERS' ASSOCIATION HEREAFTER PROVIDED FOR.

C. FENCES

FENCES SITUATED UPON RESIDENTIAL LOTS SHALL COMPLY WITH THE FOLLOWING:

1. NO FENCING SHALL EXTEND BEYOND THE BUILDING LINE OF ANY RESIDENCE. IF A RESIDENCE IS BUILT BEHIND THE FRONT BUILDING LINE OF A RESIDENTIAL LOT, A FENCE MAY NOT EXTEND BEYOND THAT POINT NEAREST THE STREET AT EACH END CORNER.

2. FENCES SHALL BE SIX (6) FEET IN HEIGHT AND WOOD PRIVACY FENCE..

D. OUTBUILDINGS

OUTBUILDINGS ARE NOT ALLOWED ON ANY RESIDENTIAL LOT.

E. ANTENNAE

ALL OUTDOOR VIDEO RECEPTION ANTENNAS AND DISHES MUST BE MOUNTED IN AN AREA LOCATED TO THE REAR OR SIDE OF THE HOME WITH THE INTENT OF OBSCURING THE ANTENNA FROM THE STREET VIEW. ALL VIDEO RECEPTION ANTENNAS MUST MEET THE GUIDELINES OF FCC 47 C.F.R., SUBSECTION 1.4000 (OTARD RULE) OR SUBSEQUENT RULES. DIRECT-TO-HOME SATELLITE DISH(S) MUST BE 1 METER (39.37") OR LESS IN DIAMETER PER THIS RULE. NO TELEVISION, RADIO OR OTHER ANTENNAE OR RECEPTION DEVICES, THAT DOES NOT MEET THE ABOVE RULE, SHALL BE CONSTRUCTED OR MAINTAINED ON ANY LOT OR RESIDENCE WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE OR PROPERTY OWNERS' ASSOCIATION.

F. LOT USE

LOTS SHALL BE USED ONLY FOR RESIDENTIAL SINGLE-FAMILY PURPOSES. NO RESIDENTIAL LOT SHALL BE USED FOR ANY BUSINESS, COMMERCIAL OR MANUFACTURING PURPOSE; PROVIDED, HOWEVER, THE OWNER/DEVELOPER MAY PERMIT A MODEL HOME OR SIMILAR SALES OFFICE TO BE IMPLEMENTED AND MAINTAINED BY A BUILDER FOR A FIXED TIME PERIOD, AT THE OWNER/DEVELOPER'S SOLE DISCRETION. NO RESIDENTIAL LOT MAY BE SUBDIVIDED TO ACCOMMODATE TWO OR MORE SEPARATE OWNERS OR DWELLINGS. NO STRUCTURE SHALL BE PLACED, ALTERED, ERECTED OR PERMITTED TO REMAIN ON ANY RESIDENTIAL LOT WHICH EXCEEDS TWO (2) STORIES IN HEIGHT. NO DWELLING NOT MEETING A SPECIFIC BUILDING CODE IDENTIFIED BY THE OWNER/DEVELOPER MAY BE MOVED ONTO A RESIDENTIAL LOT. NO STRUCTURE OF A TEMPORARY CHARACTER MAY BE USED AS A RESIDENCE. NO MOBILE HOME SHALL BE MOVED INTO OR BE PRESENT IN BIXBY VILLAGE, EXCEPT THAT THE OWNER/DEVELOPER OR ITS DESIGNEE(S) MAY USE SUCH A MOBILE HOME AS A TEMPORARY SALES OFFICE.

G. NOISE / NUISANCE

NO NOXIOUS OR OFFENSIVE ACTIVITY OF ANY SORT SHALL BE PERMITTED NOR SHALL ANYTHING BE DONE ON ANY RESIDENTIAL LOT WHICH MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE SUBDIVISION. NO EXTERIOR SPEAKER, HORN, WHISTLE, BELL, OR OTHER SOUND DEVICE, EXCEPT SECURITY AND FIRE DEVICES USED EXCLUSIVELY FOR SECURITY AND FIRE PURPOSES, SHALL BE LOCATED, USED OR PLACED ON A RESIDENTIAL LOT. ACTIVITIES EXPRESSLY PROHIBITED ON RESIDENTIAL LOTS ARE THOSE WHICH MAY BE OFFENSIVE BY REASON OF ODOR, FUMES, DUST, SMOKE, NOISE, VIBRATION, OR POLLUTION, OR WHICH ARE HAZARDOUS BY REASON OF EXCESSIVE DANGER, FIRE, OR EXPLOSION.

DRAFT FINAL
PLAT #2

H. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE KEPT ON ANY RESIDENTIAL LOT EXCEPT FOR DOMESTICATED HOUSEHOLD PETS. PROVIDED, HOWEVER, THAT NO MORE THAN THREE (3) ADULT DOGS SHALL BE MAINTAINED ON ANY RESIDENTIAL LOT. EXCESSIVE BARKING BY ANY DOG SHALL, IN THE SOLE OPINION OF THE OWNER/DEVELOPER OR THE MAJORITY OF THE BOARD OF DIRECTORS OF THE PROPERTY OWNERS' ASSOCIATION, BE DEEMED A NUISANCE AND IMMEDIATELY SUBJECT THE DOG TO IMPOUND AND THE OWNER THEREOF TO A FINE IN AN AMOUNT LEVIED BY THE ASSOCIATION'S BOARD OF DIRECTORS. THE AMOUNT OF SUCH FINE SHALL BECOME A LIEN UPON THE OWNER'S LOT. ANIMALS SHALL NOT BE KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSES AND SHALL NOT BE PERMITTED ON ANY LOT WHICH DOES NOT CONTAIN A DWELLING BEING USED AS A RESIDENCE. NO KENNELS ARE PERMITTED. ALL ANIMALS MUST BE FENCED IN OR KEPT ON A LEASH. ANIMAL SHELTERS SHALL BE SCREENED FROM VIEW FROM ANY STREET UNLESS BUILT IN CONFORMITY TO THE REQUIREMENT FOR OUTBUILDINGS HEREIN. ANIMALS SHALL NOT BE PERMITTED TO ROAM ON THE RESERVE AREAS, AND AT THE OPTION OF THE OWNER/DEVELOPER OR THE PROPERTY OWNERS' ASSOCIATION, STEPS MAY BE TAKEN TO CONTROL ANY ANIMALS NOT UNDER THE IMMEDIATE CONTROL OF THEIR OWNERS, INCLUDING THE RIGHT TO IMPOUND SUCH ANIMALS AND TO CHARGE FEES FOR THEIR RETURN.

I. LOT MAINTENANCE

ALL RESIDENTIAL LOTS SHALL BE KEPT AT ALL TIMES IN A NEAT, ATTRACTIVE, HEALTHFUL AND SANITARY CONDITION, AND THE OWNER OR OCCUPANT OF ALL RESIDENTIAL LOTS SHALL KEEP ALL WEEDS AND GRASS THEREON CUT AND SHALL IN NO EVENT USE ANY RESIDENTIAL LOT FOR STORAGE OF MATERIALS OR EQUIPMENT EXCEPT FOR NORMAL RESIDENTIAL REQUIREMENTS OR INCIDENT TO CONSTRUCTION OF IMPROVEMENTS THEREON AS HEREIN PERMITTED, OR PERMIT THE ACCUMULATION OF GARBAGE, TRASH OR RUBBISH OF ANY KIND THEREON. ALL YARD EQUIPMENT OR STORAGE PILES SHALL BE KEPT SCREENED FROM VIEW OF NEIGHBORING LOTS, STREETS OR OTHER PROPERTY.

J. WIND GENERATORS AND SOLAR COLLECTORS

NO WIND GENERATORS OR SOLAR COLLECTORS SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL COMMITTEE.

K. CLOTHESLINES

THE DRYING OF CLOTHES IN PUBLIC VIEW IS PROHIBITED.

L. AIR CONDITIONING REQUIREMENTS

NO WINDOW OR WALL-TYPE AIR CONDITIONING UNITS SHALL BE PERMITTED.

M. STORAGE

NO OUTSIDE STORAGE OR KEEPING OF BUILDING MATERIALS, TRACTORS, MOWERS, EQUIPMENT, IMPLEMENTS OR SALVAGE SHALL BE PERMITTED. BUILDING MATERIALS MAY BE STORED FOR A PERIOD OF THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION. CONSTRUCTION SHALL BE COMPLETED WITHIN NINE (9) MONTHS AFTER THE POURING OF THE FOOTING.

N. VEHICLES AND MOTORCYCLES

EXCEPT AS PROVIDED HEREIN, NO VEHICLE, MOTORCYCLE, MOTOR BIKE, CAMPER (POP-UP OR OTHERWISE), TRAILER (INCLUDING, WITHOUT LIMITATION, GOOSENECKS AND LIVESTOCK TRAILERS AND CAR HAULERS), BOAT, ALL TERRAIN VEHICLE (ATV) OR RECREATIONAL VEHICLE (RV) OR SIMILAR VEHICLE OR EQUIPMENT, WHETHER OR NOT OPERABLE (COLLECTIVELY REFERRED TO AS "VEHICLES"), SHALL BE KEPT, PARKED, STOOD OR STORED ON ANY LOT, DRIVEWAY, STREET OR COMMON AREA, EXCEPT IN A GARAGE OR A DETACHED BUILDING THAT THE OWNER/DEVELOPER OR PROPERTY OWNERS' ASSOCIATION HAS APPROVED IN WRITING.

O. SIGNS

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY RESIDENTIAL LOT, EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE SALE OR RENT OF SAID PROPERTY, OR SIGNS OF THE SAME SIZE LIMITATION USED FOR THE PURPOSE OF CAMPAIGNING FOR A RESULT IN ANY POLITICAL ELECTION, UNLESS APPROVED IN WRITING BY THE OWNER/DEVELOPER. THE OWNER/DEVELOPER, OR ITS DESIGNEES, MAY DISPLAY SUCH SIGNAGE AS THE OWNER/DEVELOPER, IN ITS SOLE DISCRETION, DEEMS NECESSARY FOR THE PROMOTION, SALES AND/OR RENTAL OF PROPERTY OWNED BY THE OWNER/DEVELOPER OR ITS DESIGNEES.

P. WASTE

NO RESIDENTIAL LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE OR OTHER WASTES. NO BURNING OF TRASH SHALL BE PERMITTED. ALL WASTE SHALL BE KEPT IN SANITARY CONTAINERS AND ALL EQUIPMENT FOR STORAGE OR DISPOSAL OF SUCH MATERIAL AND ALL RESIDENTIAL LOTS SHALL BE KEPT IN A CLEAN, NEAT AND ORDERLY MANNER. ALL RESIDENTIAL LOTS AND ALL EASEMENTS THEREON SHALL BE KEPT CLEAN, NEAT AND MOWED TO THE STREET. ALL RESIDENTIAL WASTE CONTAINERS MUST BE REMOVED FROM THE CURBSIDE AND SCREENED FROM ROADWAY VIEW WITHIN 12 HOURS AFTER REFUSE COLLECTION VEHICLES EMPTY THE CONTAINERS.

Q. COMPLIANCE WITH CODE

ALL RESIDENTIAL LOTS ARE SUBJECT TO THE USES, RESTRICTIONS AND REQUIREMENTS OF THE CITY OF BIXBY, STATE OF OKLAHOMA.

R. ABOVE GROUND POOL

NO ABOVE GROUND POOLS (TEMPORARY OR PERMANENT) SHALL BE ALLOWED ON ANY LOT WITHIN BIXBY VILLAGE. FOR PURPOSES OF THIS PROHIBITION, "ABOVE GROUND POOLS" SHALL INCLUDE ANY POOL WHICH SITS ON OR IS DUG INTO THE SURFACE OF THE OF THE LOT LESS THAN SIX FEET (6.0') BELOW SURFACE LEVEL.

S. STEM WALLS

ALL EXPOSED FOUNDATION OR STEM WALLS SHALL BE OF BRICK OR STONE. NO CONCRETE BLOCKS, POURED CONCRETE OR ANY OTHER FOUNDATION SHALL BE EXPOSED. NO STEM WALLS SHALL BE EXPOSED.

SECTION IV. PROPERTY OWNERS' ASSOCIATION

A. FORMATION OF PROPERTY OWNERS' ASSOCIATION: A PROPERTY OWNERS' ASSOCIATION, KNOWN AS 'BIXBY VILLAGE ASSOCIATION', AN OKLAHOMA NOT-FOR-PROFIT CORPORATION, HAS BEEN OR SHALL BE ESTABLISHED PURSUANT TO 60 O.S. 1991, § 851, ET SEQ., TO MAINTAIN THE RESERVE AREAS IN THE SUBDIVISION AND FOR SUCH OTHER PURPOSES AS SHALL BE DEEMED ADVISABLE. ALL LAWFUL ACTS, IF ANY, OF BIXBY VILLAGE ASSOCIATION (THE 'ASSOCIATION'), MADE UNDER AND PURSUANT TO ITS CERTIFICATE OF INCORPORATION AND BY-LAWS SHALL BE BINDING UPON THE LOTS CONTAINED IN THE ADDITION AND THE OWNERS THEREOF. MEMBERSHIP IN THE ASSOCIATION SHALL CONSIST OF ALL OWNERS OF LOTS IN THE ADDITION AND ALL OWNERS OF SUCH ADDITIONAL PROPERTY DESIGNATED BY THE DEVELOPER.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE PROPERTY OWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE PROPERTY OWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS, ALL AS MORE PARTICULARLY PROVIDED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BIXBY VILLAGE AND THE BYLAWS OF THE ASSOCIATION.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS, THEIR SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. STREETS, EASEMENTS AND UTILITIES, AND SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTIONS I AND II, WHETHER OR NOT SPECIFICALLY THEREIN SO STATED, SHALL INURE TO THE BENEFIT OF THE OWNERS OF THE LOTS WITHIN BIXBY VILLAGE AND THE CITY OF BIXBY, STATE OF OKLAHOMA AND SHALL BE ENFORCEABLE BY THE CITY OF BIXBY, STATE OF OKLAHOMA. IF THE UNDERSIGNED OWNER/DEVELOPER, OR ITS SUCCESSORS OR ASSIGNS OR OWNERS OF ANY LOTS WITHIN BIXBY VILLAGE SHALL VIOLATE ANY OF THE COVENANTS HEREIN, IT SHALL BE LAWFUL FOR THE CITY OF BIXBY, STATE OF OKLAHOMA, ANY OWNER OF A LOT OR A PROPERTY OWNERS' ASSOCIATION FORMED OR THIS SUBDIVISION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT IN ANY JUDICIAL ACTION BROUGHT BY A PROPERTY OWNERS' ASSOCIATION OR AN OWNER OF A LOT WHICH ACTION SEEKS TO ENFORCE THE COVENANTS OR RESTRICTIONS SET FORTH HEREIN OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE ATTORNEYS FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL AND SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I. STREETS, EASEMENTS AND UTILITIES MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BIXBY, STATE OF OKLAHOMA, OR ITS SUCCESSORS. THE COVENANTS WITHIN SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS, MAY BE AMENDED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL LOT OWNERS AND APPROVAL BY THE CITY OF BIXBY, STATE OF OKLAHOMA. THE COVENANTS WITHIN SECTION III. RESTRICTIONS AND COVENANTS, AND SECTION IV. PROPERTY OWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME WITH 75 PERCENT AGREEMENT OF ALL LOT OWNERS. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, DD&R PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2022.

DD&R PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

BY _____
JAMES R. BREWER, MANAGER

BY _____
DANIEL R. HOLCOMB, MANAGER

BY _____
DANNY R BRUMBLE, MANAGER

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR THE SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED TO ME JAMES R. BREWER, DANIEL R. HOLCOMB AND DANNY R. BRUMBLE, MANAGERS OF DD&R PROPERTIES, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, KNOWN TO BE THE IDENTICAL PERSONS WHO SUBSCRIBED THEIR NAME TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED ON BEHALF OF DD&R PROPERTIES, LLC FOR THE USES AND PURPOSES THEREIN SET FORTH.

S. ASHLEY MCCARTY
MY COMMISSION EXPIRES: 8/13/2022
MY COMMISSION NUMBER: 18008059



CERTIFICATE OF SURVEY

I, ANDY FRITZ, OF FRITZ LAND SURVEYING, LLC, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA UNDER CERTIFICATE OF AUTHORIZATION #5848, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS "BIXBY VILLAGE", A SUBDIVISION IN THE CITY OF BIXBY, TULSA COUNTY, STATE OF OKLAHOMA, IS A TRUE REPRESENTATION OF THE SURVEY MADE ON THE GROUND USING GENERALLY ACCEPTED PRACTICES, AND MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

ANDY FRITZ
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 1694

STATE OF OKLAHOMA)
) SS.
COUNTY OF TULSA)

BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 2022, PERSONALLY APPEARED ANDY FRITZ, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME AS A LICENSED LAND SURVEYOR TO THE FOREGOING CERTIFICATE OF SURVEY 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.

JENNIFER FRITZ
MY COMMISSION EXPIRES: 6/23/2022
MY COMMISSION NUMBER: 14005589



DRAFT FINAL
PLAT #2

REGULAR AGENDA ITEM COMMENTARY

ITEM TITLE: Discussion and possible approval of the Preliminary Plat BXPT-22.09 Oral Roberts Ministries

INITIATOR: Donna Crawford, Assistant City Planner

STAFF INFORMATION SOURCE: Comprehensive Plan, Zoning Code

BACKGROUND:

The Rezone from Agriculture to Commercial Shopping was approved by Council December 13, 2021.

TAC meeting for the Preliminary Plat held on May 4, 2022.

Heard on May 16, 2022, at the regular Planning Commission meeting and was unanimously approved.

EXHIBITS: Planning Commission Staff Report
Preliminary Plat with Deed of Dedication
TAC Review Comments
Fire Marshal Review Comments

KEY ISSUE: Approval

COUNCIL ACTION: Approve

RECOMMENDATION: Staff recommends approval of the Preliminary Plat BXPT-22.09 Oral Roberts Ministries

ITEM NO: _____

MEETING DATE: 5/23/2022

MEETING: City Council



City of Bixby
P.O. Box 70
116 W. Needles Ave.
Bixby, OK 74008
(918) 366-4430

Staff Report

To: City of Bixby, Planning Commission
From: Donna Crawford, Assistant City Planner
Date: Monday, May 16, 2022
Name: Oral Roberts Ministries
RE: Oral Roberts Ministries – Preliminary BXPT-22.09
Location: East 151st Street South and South Harvard Avenue
STR: Section 20, Township 17N, Range 13E
Applicant: The Schemmer Associates

Site Stats:

Acres: 6.27 +/-	Number of Lots: 1	Number of Blocks: 1
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Request:

The Schemmer Associates are requesting Preliminary Plat approval for the Oral Roberts Ministries plat.

Existing Zoning; Use:

(CS) Commercial Shopping; Vacant

Abutting Zoning; Use:

North: (AG) Agriculture; E 151st Street South, Vacant

East: (CS) Commercial Shopping; Vacant
(AG) Agriculture; Vacant

South: (AG) Agriculture; Large Lot Single Family

West: ((AG) Agriculture; Large Lot Single Family

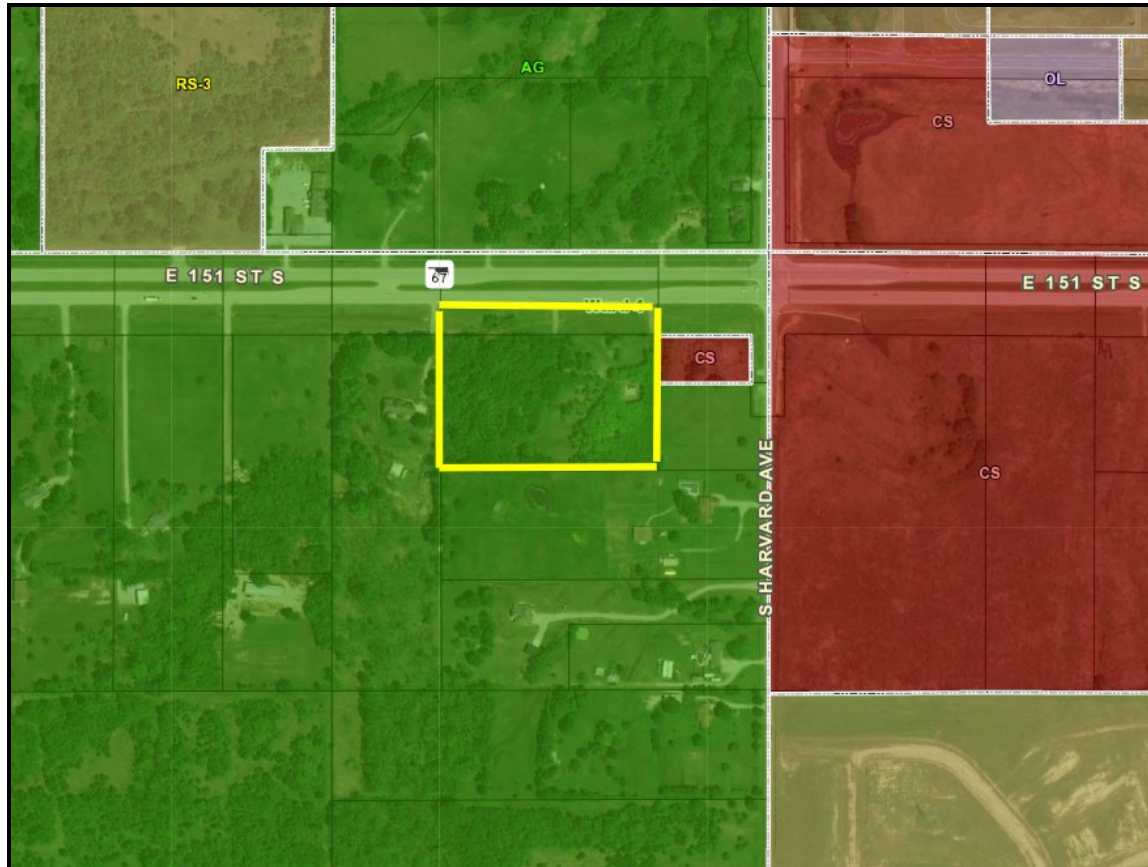


Exhibit A: City of Bixby Zoning Map

Staff Review

The proposed use for this building stated in the TAC meeting on May 4th Preliminary Plat review was for management offices and recording facilities for the Oral Roberts Ministries.

Utilities/Site Area

Water: Creek County Rural Water District #2 will supply water

Sanitary Sewer: An 8" sanitary sewer is located approximately .5 mile to the East, the line runs W/E on the Northside of the property.

Storm Sewer: Detention area should be located in a Reserve area

Planning Review Comments:

1. On Dec. 13, 2021, City Council approved the Rezone of the property for the Oral Roberts Ministries
2. At the building permitting phase a Detailed Site Plan shall be submitted and reviewed as this property is located within the Corridor Appearance District.

Engineering Review Comments: Please see attached memo dated May 6, 2022

Public Comments: No comments have been received at the time of writing.

Staff Comments:

1. Staff supports Planning Commission recommendation for approval of the requested Preliminary Plat with Planning, Engineering, and Fire Marshal comments implemented to the Plat before moving to Council.

Exhibit(s):

Exhibit A: City of Bixby Zoning Map

Exhibit B: Preliminary Plat by The Schemmer Associates, LLC

Exhibit C: Engineering Review Comments, dated May 6, 2022

Exhibit D: Fire Marshal Review Comments

CITY OF BIXBY

*P.O. Box 70
116 W. Needles Ave.
BIXBY, OK 74008
(918) 366-4430
(918) 366-6373 (fax)*

Development Services – Engineering Memo

To: Barrick Rosenbaum, Schemmer
Stephen Collins, Schemmer

From: Justin Dowd, Assistant City Engineer

CC: Bea Aamodt, Public Works Director
Donna Crawford, Assistant City Planner
File

Date: May 13, 2022

Re: TAC Comments: BXPT-22.06 Oral Roberts Ministries – Preliminary Plat

Conceptual Utilities Plan (CUP) Comments:

1. Water pressure and flow analysis needed to verify life safety requirements are met.

Preliminary Plat Comments:

2. Sheet 1

- Detention area should be located in a reserve area. See Engineering Design Criteria, Section D.6.2.I, "detention area shall be identified as a separate platted area; as appropriate, it may consist of one or more platted lots, a separate block, or it may be identified as a reserve area."
- Is there a lot line in the middle of Lot 1, Block 1?

3. Sheet 2

- Section I.C.1 – Storm sewer shall be private, and the responsibility of the Property Owners' Associate (POA).
- Section I.C.2 – Reword sentence; "...alteration of grade upon completion..."
- Section I.C.4 – Water is the responsibility of Creek County RWD #2.
- Section I.C.7 – Additional discussion required.
- Section I.D.2 – Reword sentence; "...alteration of grade upon completion..."
- Section I.G – Approval of the "City of Bixby" needs to be further defined as City Council.
- Section III.C – Approval of the "City of Bixby" needs to be further defined as City Council.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Utility Easement Dedication for Lot 4, Block 1, Village Ten Addition in Tulsa County, OK.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: Amadeus Rock, LLC is granting a 10-foot utility easement along the east property line for the installation of a waterline.

EXHIBITS: Agreement

KEY ISSUE: Utility Easement Dedication

COUNCIL ACTION: Accept Utility Easement Dedication Agreement

RECOMMENDATION: Approval.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

EASEMENT AGREEMENT

This Agreement made and entered into on this 12th day of, May 2022, by and between the CITY OF BIXBY, OKLAHOMA, hereinafter referred to as BIXBY, and JTB, the owner(s) of the legal and equitable title of the following described real estate, hereinafter referred to as Grantor(s).

The considerations for this Agreement shall be the mutual covenants and obligations as hereinafter contained and expressed between the parties.

CITY OF BIXBY is desirous of obtaining an easement over, upon and across certain real property owned by Grantor(s) such real property being described as:

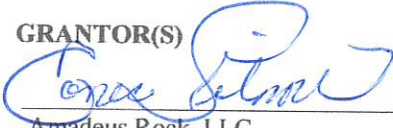
See Attached

Such property is by these premises conveyed to the CITY OF BIXBY for use as a General Utility Easement and such Easement is to be utilized for the limited purpose of constructing and maintaining a water line with appurtenances. The Easement granted under this Agreement shall not be used for any purposes other than that as expressed herein.

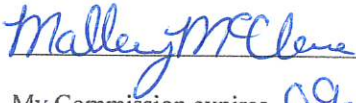
This Agreement shall provide to Grantor(s) perpetual use of the easement and shall continue and be in force for so long as such easement is utilized for the intended purposes as expressed herein.

The Agreement is binding upon the successors, executors, and assigns of the parties hereto and may not be amended except by mutual written consent.

GRANTOR(S)


Amadeus Rock, LLC
Member/Manager

Witness:



My Commission expires 09-25-2024



CITY OF BIXBY, OKLAHOMA
A Municipal Corporation

(Mayor)

Attest:

Approved as to form:

City Clerk

City Attorney

VILLAGE TEN ADDITION

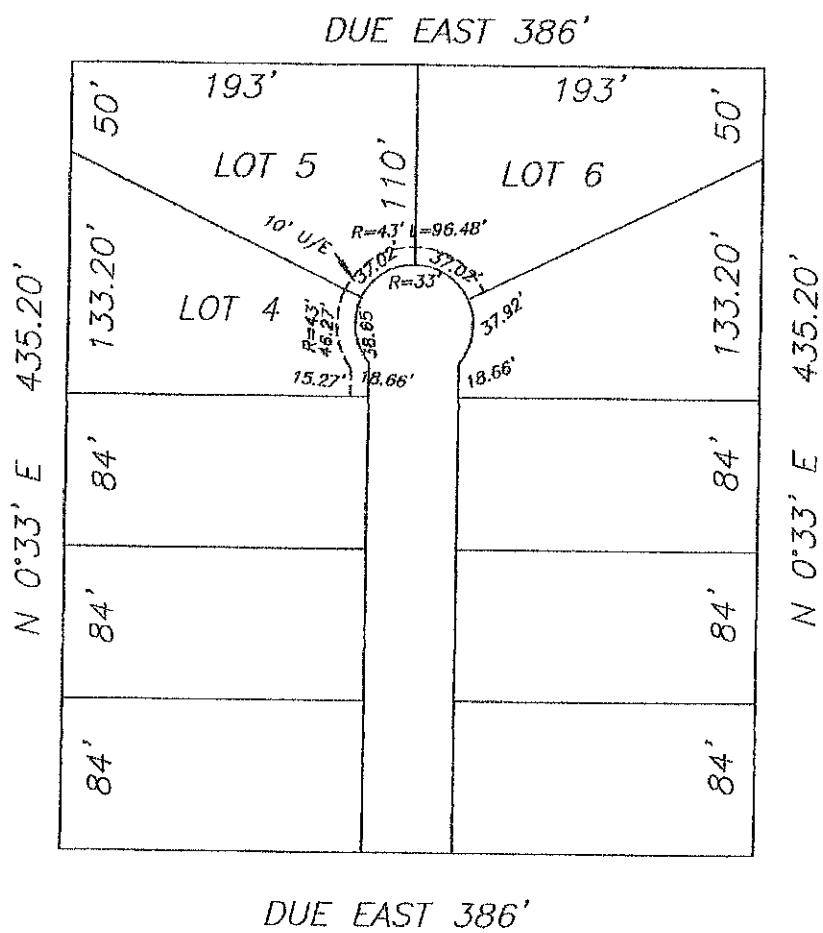
Lot 4, Block 1

10' Utility Easement Description

The East 10.00 feet of Lot 4, Block 1, VILLAGE TEN ADDITION, to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at the Southeast corner of Lot 4, Block 1, VILLAGE TEN ADDITION; thence west and along the south line of said Lot 4 a distance of 10.00 feet; thence North 15.27 feet, parallel with the east line of said Lot 4; thence along a curve to the right having a radius of 43.00 feet and a curve length of 46.27 feet to a point on the north line of said Lot 4; thence Southeast along the North line of said Lot 4, a distance of 10.00 feet to the Northeast Corner of said Lot 4; thence along a curve to the left and the East line of said Lot 4, having a radius of 33.00 feet and a curve length of 38.65 feet ; thence Southerly and along the East line of Lot 4, a distance of 18.66 feet to the POINT OF BEGINNING.

VILLAGE TEN ADDITION



CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Utility Easement Dedication for Lots 5 and 6, Block 1, Village Ten Addition in Tulsa County, OK.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: SixStrongPrairie, LLC is granting a 10-foot utility easement along the south property lines for the installation of a waterline.

EXHIBITS: Agreement

KEY ISSUE: Utility Easement Dedication

COUNCIL ACTION: Accept Utility Easement Dedication Agreement

RECOMMENDATION: Approval.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: City Council

EASEMENT AGREEMENT

This Agreement made and entered into on this _____ day of, _____ 20____, by and between the CITY OF BIXBY, OKLAHOMA, hereinafter referred to as BIXBY, and _____, the owner(s) of the legal and equitable title of the following described real estate, hereinafter referred to as Grantor(s).

The considerations for this Agreement shall be the mutual covenants and obligations as hereinafter contained and expressed between the parties.

CITY OF BIXBY is desirous of obtaining an easement over, upon and across certain real property owned by Grantor(s) such real property being described as:

See Attached

Such property is by these premises conveyed to the CITY OF BIXBY for use as a General Utility Easement and such Easement is to be utilized for the limited purpose of constructing and maintaining a water line with appurtenances. The Easement granted under this Agreement shall not be used for any purposes other than that as expressed herein.

This Agreement shall provide to Grantor(s) perpetual use of the easement and shall continue and be in force for so long as such easement is utilized for the intended purposes as expressed herein.

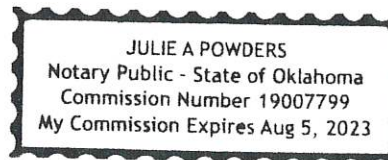
The Agreement is binding upon the successors, executors, and assigns of the parties hereto and may not be amended except by mutual written consent.

GRANTOR(S)


SixStrongPraire, LLC
Member/Manager

Witness:


My Commission expires 08/05/2023



CITY OF BIXBY, OKLAHOMA
A Municipal Corporation

(Mayor)

Attest:

Approved as to form:

City Clerk

City Attorney

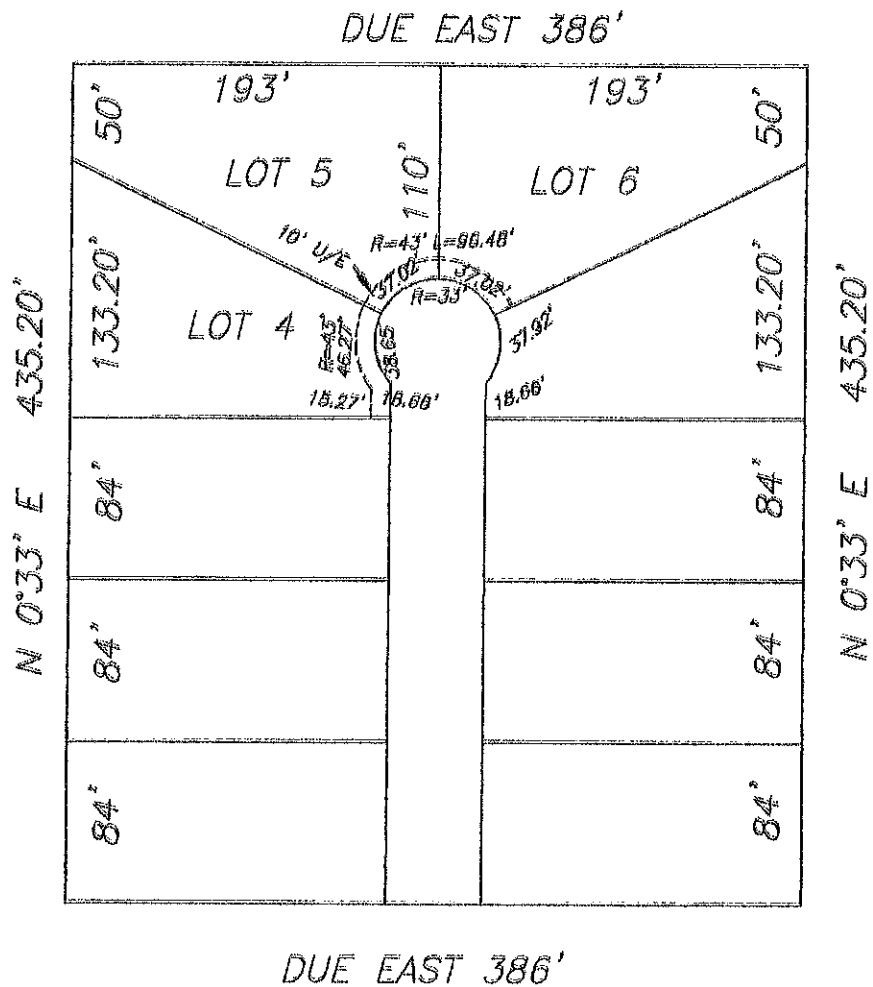
VILLAGE TEN ADDITION
Lots 5 and 6, Block 1

10' Utility Easement Description

The South 10.00 feet of Lots 5 and 6, Block 1, VILLAGE TEN ADDITION, to the City of Bixby, Tulsa County, State of Oklahoma, according to the recorded plat thereof, being more particularly described as follows:

Beginning at the South corner of Lot 5, Block 1, VILLAGE TEN ADDITION; thence northwesterly and along the south line of said Lot 5 a distance of 10.00 feet; thence along a curve to the right and being 10.00 feet parallel with the south lines of Lots 5 and 6, having a radius of 43.00 feet and a curve length of 96.48 feet to a point on the East line of said Lot 6; thence Southwesterly along the South line of said Lot 6, a distance of 10.00 feet to the Southeast Corner of said Lot 6; thence along a curve to the left and along the South line of said Lots 5 and 6 Block 1, having a radius of 33.00 feet and a curve length of 74.04 feet to the POINT OF BEGINNING.

N



AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's general liability and automobile insurance in the amount of \$25,776.91 (BPWA's portion of total bill)

INITIATOR: Charles Barnes

STAFF INFO. SOURCE: Charles Barnes

BACKGROUND: The City's total general liability and automobile insurance for FY-23 is \$115,285. This represents a \$17,220.00 or 17.56% increase over last year.

EXHIBITS: OMAG Renewal Letter

KEY ISSUE: General liability and automobile insurance coverage for FY-23.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 5/23/2022

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve purchase order to Oklahoma Municipal Assurance Group for renewal of City's property insurance in the amount of \$35,608.19 (BPWA's portion of total bill).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: The City's total property insurance for FY23 is \$89,911.00. This represents a \$4,165.00 or 4.85% increase over last year. We requested new valuations on several properties due to renovations; plus acquisitions, etc.

EXHIBITS: OMAG Renewal Letter

KEY ISSUE: Property insurance coverage for FY-23.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve

ITEM NO: Consent Agenda

MEETING DATE: 5/23/2022

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve professional service agreement and purchase order to Crawford and Associates for FY-22 Financial Statement preparation and accounting assistance as needed in the amount of \$25,000 (BPWA portion).

INITIATOR: Charles Barnes

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: Crawford and Associates has considerable familiarity with our financial operations, having prepared the FY-12 thru FY-21 Financial Statements for the City, and thus is well positioned to efficiently and cost-effectively prepare them for FY-22. The firm's knowledge of governmental accounting standards and municipal government provided the City with well-prepared financial statements and notes for our auditors to audit.

EXHIBITS: Contract

KEY ISSUE: Preparation of FY-22 Financial Statements for our auditors and accounting assistance as needed.

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approval

ITEM NO: Consent Agenda

MEETING DATE: 05/23/2022

MEETING: BPWA



May 6, 2022

Honorable Mayor and Members of the City Council
City of Bixby
PO Box 70
Bixby, OK 74008-0070

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Bixby (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Bixby management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Bixby contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Bixby are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance
- The Performer Analysis

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- The Performer Analysis

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Bixby, Oklahoma as of and for the year ended June 30, 2022. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Bixby, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$255
- Shareholders \$170
- Consulting Senior Managers \$155
- Consulting Managers \$130
- Consulting Staff \$115
- Clerical Staff \$45

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. However, for purposes of purchase order preparation, we will initially estimate the range of fees for the requested services to be approximately \$45,000 - \$50,000, unless the City requests additional services outside the scope of this agreement, or substantial changes are made to the City's reporting entity or annual activity, or turnover of key staff at the City occurs, at which we will approach management and possibly the governing body at that time about possible adjustments to our fee range. In the event we complete FY 2022 prior to the end of FY 2023, we may begin interim preparations in the spring of 2023 to facilitate a more timely issuance of FY 2023's financial statements. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed.

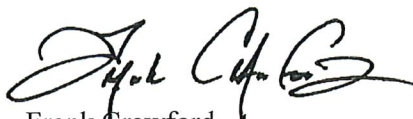
The term of this engagement is a period from July 1, 2022 through June 30, 2023. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Bixby.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Bixby:

By: _____

Title: _____

Date: _____

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Consider and/or approve 2022-2023 Oklahoma Municipal League service Fees in the amount of \$10,273.00 (BPWA portion)

INITIATOR: OML

STAFF INFO. SOURCE Charles Barnes

BACKGROUND: This is for the City of Bixby's participation in the Oklahoma Municipal League

EXHIBITS: Letter from OML

KEY ISSUE: Bixby's participation in OML

COUNCIL ACTION: Approve or deny

RECOMMENDATION: None

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Meeting: BPWA



2022-2023 Service Fees for Bixby

How Does It All Add Up?

2022-2023

Base	\$ 550.00
Formula	\$ 18,851.63
Per Capita	\$ 1,144.36
Service Fees	\$ 20,545.99

The following formula was used to figure your 2022-2023 service fees:

2020 Census Population	28,609
2021 Total Sales Tax Receipts	\$ 15,269,817.72
2021 Municipal Sales Tax Rate	4.05 %

Base = \$ 550

Formula = 2021 Total Sales Tax Receipts divided by 2021 Municipal Sales Tax Rate times .005.

Per Capita = 2020 Census Population times .04.

If a payment plan works best, please feel free to contact OML and make those arrangements.

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or approve renewing contract with Dunn-Right Cleaning Service, Inc. to provide Janitorial Services for Dawes Building at cost of \$1,045/month.

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Bea Aamodt

BACKGROUND: Dunn-Right was awarded the contract to provide janitorial services for the Dawes Building in FY15. They have performed well and staff recommends renewing the contract for another year. The total for the year will be an amount not to exceed \$12,540.

EXHIBITS: none

KEY ISSUE: Property Maintenance

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 5-23-22

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on purchasing unleaded gasoline for \$25,000

INITIATOR: Bea Aamodt

STAFF INFORMATION SOURCE: Heath Wright

BACKGROUND: Renewable Purchase Order to purchase gasoline and Diesel. Quotes from Hopkins, Etheridge, and Davis Oil are obtained before purchasing fuel to purchase at the lowest possible price per gallon.

EXHIBITS: None

KEY ISSUE: Gasoline and Diesel for city vehicles and equipment

COUNCIL ACTION: Approve or deny

RECOMMENDATION: Approve.

ITEM NO: _____

MEETING DATE: 05-23-22

MEETING: BPWA

CONSENT AGENDA ITEM COMMENTARY

ITEM TITLE: Discuss and/or take action on Water Tap Application for Jimmy Kirk at 15205 East 161st Street South, Bixby, OK in Tulsa County, OK.

INITIATOR: Justin Dowd, Engineering

STAFF INFORMATION SOURCE: Justin Dowd, Engineering

BACKGROUND: Mr. Kirk is requesting two water taps for residential services at 15205 East 161st Street South, Bixby, OK in Tulsa County, OK. Mr. Kirk originally participated in improvements for the 14.66 acres he owns. He is working with Tulsa County to create three separate lots.

Mr. Kirk is responsible for obtaining any off-site easements and Permits from the County for installation of the private water service lines.

EXHIBITS: Application & Site Map

KEY ISSUE: Water Tap Approval

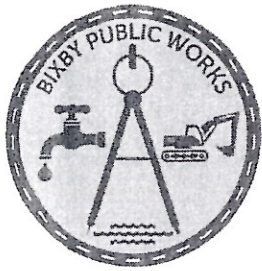
COUNCIL ACTION: Approve two water taps (outside the City limits)

RECOMMENDATION: Approval.

ITEM NO: _____

MEETING DATE: 05-23-2022

MEETING: BPWA



Bixby Public Works Authority Water Tap Application

Approved []
Date _____

Not Approved []
Date _____

Reviewed By _____

Applicant:	Jimmy Kirk
Address:	15205 E 161 st St Bixby OK 74008
Telephone:	918 240 8598 918 369 0657
Email:	Jimmy @ HG Fluke, com
Fax:	

Please note, all items listed below must be completed and submitted prior to application review.

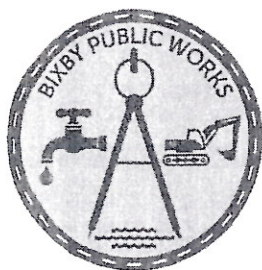
Complete		Condition	Staff Approval / Date
Y	N		
☐	☐	Provide site sketch showing tap location.	
☐	☐	Provide legal description for tap location and plat of survey, or Tax map with property to be served highlighted. Also provide proof of ownership.	
☐	☐	Provide analysis for Booster Pump Station design and performance to City Engineer. *	
☐	☐	Provide analysis for line sizing to City Engineer. *	
☐	☐	Obtain any and all off-site easements.	
☐	☐	Note Service Line Size to be used: _____	
☐	☐	Note Meter Line Size to be used: _____	
☐	☐	Applicant Certification signed and dated.	

*May not apply. If it does apply, the information will need to be submitted with the application. A plumber will be able to help with this information. If a Booster Pump Station is needed, provide the model and specifications.

Applicant Certification:

I, Jimmy Kirk, on 5/16/2022, hereby recognize and agree to my responsibility to own, operate, and maintain in good working order all improvements required to provide water service to the location for which I have received approval for a water tap from the Bixby Public Works Authority (BPWA). I recognize that failure to operate and maintain all improvements within good working order as determined by the BPWA will constitute just cause for suspension of water service by the BPWA until such time as improvements are brought into compliance with BPWA requirements.

Jimmy Kirk



Bixby Public Works Authority Water Tap Application

Approved ☐
Date _____
Not Approved ☐
Date _____
Reviewed By _____

Applicant:	Jimmy Kirk
Address:	15205 E 16 th St
	Bixby OK 74008
Telephone:	918 240 8598 918 369 0657
Email:	Jimmy @ HGFlake.com
Fax:	

Please note, all items listed below must be completed and submitted prior to application review.

Complete		Condition	Staff Approval / Date
Y	N		
☐	☐	Provide site sketch showing tap location.	
☐	☐	Provide legal description for tap location and plat of survey, or Tax map with property to be served highlighted. Also provide proof of ownership.	
☐	☐	Provide analysis for Booster Pump Station design and performance to City Engineer. *	
☐	☐	Provide analysis for line sizing to City Engineer. *	
☐	☐	Obtain any and all off-site easements.	
☐	☐	Note Service Line Size to be used: _____	
☐	☐	Note Meter Line Size to be used: _____	
☐	☐	Applicant Certification signed and dated.	

*May not apply. If it does apply, the information will need to be submitted with the application. A plumber will be able to help with this information. If a Booster Pump Station is needed, provide the model and specifications.

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I, Jimmy Kirk, on 5/16/2022, hereby recognize and agree to my responsibility to own, operate, and maintain in good working order all improvements required to provide water service to the location for which I have received approval for a water tap from the Bixby Public Works Authority (BPWA). I recognize that failure to operate and maintain all improvements within good working order as determined by the BPWA will constitute just cause for suspension of water service by the BPWA until such time as improvements are brought into compliance with BPWA requirements.

Jimmy Kirk

