The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not necessary accommodation.

DURANT CITY COUNCIL

6:00 PM | **Roscoe J. Hatfield Council Chambers 300 West Evergreen Durant, Oklahoma** | **December 10, 2024**

AGENDA

CALL TO ORDER

INVOCATION/FLAG SALUTE

ROLL CALL

PRESENTATIONS

1. Swearing in Ceremony of Police Chief Jesse Petty

2. Oklahoma Municipal League 25 Years of Service Awards

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

a. Consider Approval of Regular Meeting Minutes of November 12, 2024

b. Consider Approval of Budget Supplements BA 25-5

c. Consider Approval of Revised 2025 Meeting Schedule

d. 1. Consider Approval of General Liability - Auto Insurance Annual Premium Through Oklahoma Municipal Assurance Group (OMAG) for Calendar Year 2025 in the Amount of $294,017.00;

2. Consider Approval of Property Insurance Annual Premium Through Oklahoma Municipal Assurance Group (OMAG) for Calendar Year 2025 in the Amount of $222,721.00

e. Consider Approval of OkMRF Defined Benefit Master Plan and Joinder Agreement Updated and Approved by the Internal Revenue Service.

f. Consider Approval of Mayoral Appointment Lenzie Knight and Sara Solis to the Keep Durant Beautiful Board

2. Consider Items Removed from Consent

3. Information Items

a. October 2024 Financial Reports and November 2024 Sales Tax Report

4. Administration

a. Consider Approval of Resolution R-2024-16 Calling for Non-Partisan General Election of Council Member for Wards One and Two in the City of Durant, Oklahoma

b. 1) Consider Approval of Mayoral Recommendation for Municipal Judge for New Judicial Term Beginning January 13, 2025 and Ending January 4, 2027;

2) Consider Approval of Mayoral Recommendation for Alternate Municipal Judge for New Judicial Term Beginning January 13, 2025 and Ending January 4, 2027.

c. Consider Approval of Lease Agreement Between the City of Durant and Trussworks, LLC

d. 1) Consider Award of Bid for Motor Fuel Supply;

2) Consider Approval of Contract Pursuant to Bid Award.

e. Consider Approval of State of Oklahoma Department of Transportation Supplemental and Modification Agreement No. 1 Project Maintenance, Financing, and Right of Way Agreement for Durant Rails to Trails, Project No. TAP-207F(112)TP, State Job No. 32983(04). (C-2024-63)

f. 1) Consideration and Possible Approval for a Re-Plat and Rezone Request for Property Located at 301 N 4th Ave (Ordinance O-2024-14 Section 1)

2) Consider Approval of Ordinance No. O-2024-14 Section 2 (Emergency Clause)

g. 1) Consideration and Possible Approval for a Re-Plat and Rezone for Property Located at S. 22nd Ave and W. Mississippi Street and more partially described as A part of the NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma (Ordinance O-2024-15 Section 1)

2) Consider Approval of Ordinance O-2024-15 Section 2 (Emergency Clause)

h. Consideration and Possible Approval for Conditional Use Permit for Property Located at 1408 S. 9th Avenue

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 5:15 p.m. on the 6th day of December 2024.

Cynthia J. Price

_____

Cynthia J. Price, City of Durant

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	Consider Approval of Regular Meeting Minutes of November 12, 2024

Council Information / Action Requested
Approval of Regular Meeting Minutes of November 12, 2024

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:
1. Durant City Council Minutes 11122024 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 14th day of November 2023 and that an agenda of said meeting was posted at the place of such meeting at 4:45 p.m. on the 8th day of November 2024.

Cynthia J. Price

_____

Cynthia J. Price, City of Durant

MINUTES OF THE MEETING OF DURANT CITY COUNCIL
November 12, 2024 AT 6:00 PM
Roscoe J. Hatfield Council Chambers
300 West Evergreen
Durant, Oklahoma

CALL TO ORDER

Mayor Tucker called the meeting to order at 6:00 p.m.

INVOCATION/FLAG SALUTE

Mayor Tucker provided the invocation and led the flag salute.

ROLL CALL

Present:
Council Member Lauran Fuller
Council Member Humphrey Miller
Vice Mayor Mike Simulescu
Mayor Martin Tucker
City Attorney Tom Marcum
City Clerk Cynthia J. Price

Absent:
Council Member Danny Sherrer
City Manager Pam Polk

PRESENTATIONS

1. Present Proclamation Proclaiming December 2024 as Osteopathic Medicine Month and Marking the 150th Anniversary of the American Osteopathic Association

Vice Mayor Simulescu presented the proclamation to Dr. Terry R. Gerard II, D.O. (Durant Family Medicine Residency - Program Director), Dr. Jantzen J. Faulkner, D.O. (PGY-1 Resident), Dr. Brady Liu, D.O. (PGY-1 Resident), Dr. Reika Takita, D.O. (PGY-1 Resident).

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

a. Consider Approval of Regular Meeting Minutes of October 8, 2024

b. Consider Approval of Budget Supplements BA-25-4

c. Consider Approval of 2025 Meeting Schedule for Durant City Council

d. Consider Approval of 2025 City of Durant Holiday Schedule

Motion To: Approve Consent Items as Presented

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

a. September 2024 Financial Reports and October 2024 Sales Tax Report

4. Administration

a. Consider Approval of An Ordinance of the City of Durant, Oklahoma, Amending the Code of Ordinances of the City of Durant, Oklahoma, By Vacating a Portion of An Alley Lying Within the Original Town Plat of Durant, as More Particularly Described Below; Declaring Repealer; Providing for Severability; and Declaring an Emergency (O-2024-11)

Motion To: Approve Ordinance O-2024-11, Sections 1-3

Motion By: Humphrey Miller

Seconded By: Lauren Fuller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-11, Sections 4 Emergency Clause

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

b. 1) Consider Award of Bid for Propane Sales and Service;

2) Consider Approval of Contract for Propane Sales and Service to McCraw Oil (C-2024-56).

Motion To: Award Bid for Propane Sales and Service to McCraw Oil

Motion By: Mike Simulescu

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Contract with McCraw Oil for Propane Sales and Service (C-2024-56)

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

c. 1) Consideration and Approval for a Rezone Request to Replace A-1 General Agriculture District to R-1 Single Family Residential District for Property Located on Cale Switch Road and in Durant and more particularly described as: A part of the North 19.23 acres of Lot 4 (Sometimes described as the NW/4 NW/4) in Section 1, Township 7 South, Range 8 East of the Indian Base and Meridian in Bryan County, Oklahoma, described as beginning at the Northwest Corner of said Lot 4 in Section 1; Thence East 165 feet; Thence South 322.96 feet; Thence North 89 degrees 55 minutes West 165 feet; Thence North to the Point of Beginning; LESS AND EXCEPT a parcel of land lying in part of Lot 4 in Section 1, Township 7 South, Range 8 East in Bryan County, Oklahoma, said parcel of land being more particularly described as follows: Beginning at Northwest corner of said Lot 4 (NW/4 NW/4); Thence North 89 degrees 05 minutes 13 seconds East along the North line of said Lot 4 (NW/4 NW/4), a distance of 165.00 feet; Thence South 00 degrees 52 minutes 39 seconds East a distance of 59.98 feet; Thence South 89 degrees 04 minutes 37 seconds West a distance of 165.00 feet to a point on the West line of said Lot 4 (NW/4 NW/4); Thence North 00 degrees 52 minutes 39 seconds West along said West line a distance of 60.01 feet to the Point of Beginning. (Ordinance O-2024-12, Section 1)

2) Consider Approval of Ordinance O-2024-12, Section 2 (Emergency Clause)

Motion To: Approve Ordinance O-2024-12, Section 1

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-12, Section 2 Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

d. 1) Consideration and Approval for a Rezone Request to Replace A-1 General Agriculture District to R-1 Single Family Residential District for Property Located at 501 Lee Ave and more particularly described as: The North 210 feet of the SE/4 SW/4 NE/4 of Section 33, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey, LESS AND EXCEPT a tract described as: Beginning at a point 1980 feet West and 589.1 feet North of the E/4 corner of said Section 33; thence N00°39'02"W for a distance of 62.54 feet to a fence corner; thence S89°08'08"E for a distance of 230.17 feet to a

fence corner; thence S06°26'55"W for a distance of 72.35 feet to a fence corner; thence N86°40'54"W for a distance of 221.68 feet to the Point of Beginning. (Ordinance O-2024-13, Section 1)

2) Consider Approval of Ordinance O-2024-13, Section 2 Emergency Clause)

Motion To: Approve Ordinance O-2024-13, Section 1

Motion By: Humphrey Miller

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

Motion To: Approve Ordinance O-2024-13, Section 2, Emergency Clause

Motion By: Martin Tucker

Seconded By: Humphrey Miller

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

e. Consideration and Possible Approval for a Preliminary Re-Plat Request for Property Located Near the End of Linden Woods Drive and more particularly described as: A tract of land located in the N/2 SW/4 of Section 21,Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, being more particularly described as follows: Commencing at the Southwest Corner of said N/2 SW/4; thence N00°19'48"E along the West line of said N/2 SW/4, a distance of 969.00 feet; thence N89°49'57"E, a distance of 50.00 feet to the True Point of Beginning, said point being in the East Right-of-Way line of U.S. 69 Business Route; thence N00°19'48"E along said East Right-of-Way line, a distance of 45.00 feet to a point in the North line of the 45 foot wide Road and Utility Easement as recorded in the Office of the Bryan County Clerk in Book 1286, Page 729; thence N89°49'57"E along said North line, a distance of 592.68 feet; thence N00°19'48"E, a distance of 303.41 feet to a point in the North line of said N/2 SW/4; thence N89°49'49"E along said North line, a distance of 1994.46 feet to the Northeast Corner of said N/2 SW/4; thence S00°15'29"W along the East line of said N/2 SW/4, a distance of 423.56 feet to a point in the West Right-of-Way line of the Union Pacific Railway; thence S13°42'22"W along said West Right-of-Way line, a distance of 900.14 feet; thence S89°49'57"W parallel with and 20 feet North of the South line of said N/2 SW/4,a distance of 850.47 feet to a point in the East Right-of-Way line of the Kansas, Oklahoma & Gulf Railway; thence S18°46'36"W along said East Right-of-Way line, a distance of 21.15 feet to a point in the South line of said N/2 SW/4; thence S89°49'57"W along said South line, a distance of 61.43 feet; thence

N00°19'48"E, a distance of 969.00 feet; thence S89°49'57"W, a distance of 1460.82 feet to the True Point of Beginning.

Motion To: Approve Preliminary Plat Request For Property Located Near The End of Linden Woods Drive As Presented With The Addition Of The Requirement For An Easement From This Plat Proffered Out To The Next Street That Is Already In Existence Or The Emergency Egress

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

5. New Business

Ryan Brewer, Parks and Recreation Manager - The City of Durant received the Award of Excellence in the Program or Special Event category from the Oklahoma Recreation & Parks Society for the Durant Sports Festival held in June 2024. The Sports Festival was a month long celebration of sports and community and featured over 13 sports tournaments, camps, and clinics in eight locations. The City of Durant was also featured in the October 2024 issue of the National Parks Magazine.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Martin Tucker

Seconded By: Mike Simulescu

Ayes: Fuller, Miller, Simulescu, Tucker

Nays: None

Abstain: None

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	An chen Lai, Finance Director/Treasurer
Re:	Consider Approval of Budget Supplements BA 25-5

#354 Appropriate funds for General Fund Christmas Decoration, FD, CD Operation Expenditure Adjust.
#355 Appropriate funds for Beautification of Christmas Tree Storage
#356 Appropriate funds for IT Service Special Pay, Overtime & Allowance Adjustment
#357 Appropriate funds for Special 911 Special Pay, Overtime & Allowance Adjustment
#358 Appropriate funds for Airport Special Pay, Overtime & Allowance Adjustment
#359 Appropriate funds for DWRF Library Pendleton Trust Monthly Revenue & Expenses
#360 Appropriate funds for DCUA Special Pay, Overtime & Allowance Adjustment
#361 Appropriate funds for DMSC Special Pay, Overtime & Allowance Adjustment

Council Information / Action Requested
Approval of Budget Supplements BA 25-5

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:
1. BA 25-5 38-45 Budget Adjustment Register

Durant, OK

Budget Adjustment Register

Adjustment Detail

Packet: GLPKT09685 - BA 25-5 38-45

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000354	FY 24/25 ORIGINAL BUDGET	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPEL PAY	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
001-000-321-2003 December: -4,500.00	CD MISC. REVENUE	BA25-5-38 GF CD PUBLISH REIMBS FM CUSTO...	-22,000.00	-4,500.00	-26,500.00
001-000-361-4000 December: -222.00	MISC. REVENUE	BA25-5-38 GF TRAVEL REIMBURSE TO TAINING...	-53,803.00	-222.00	-54,025.00
001-001-510-1100 December: -4,840.00	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	674,163.83	-4,840.00	669,323.83
001-001-510-1202 December: 4,840.00	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	4,840.00	4,840.00
001-001-550-5869 December: -3,000.00	EQUIPMENT & FURNISHINGS	BA25-5-38 GF TO ECONOM DEV OFFICE FURNI...	3,000.00	-3,000.00	0.00
001-001-570-7200 December: 222.00	TRAINING AND TRAVEL	BA25-5-38 GF TRAVEL REIMBURSE	15,000.00	222.00	15,222.00
001-002-510-1100 December: -5,150.00	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	73,755.94	-5,150.00	68,605.94
001-002-510-1202 December: 350.00	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	350.00	350.00
001-002-510-1204 December: 4,800.00	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	4,800.00	4,800.00
001-003-510-1100 December: -2,170.00	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	296,203.04	-2,170.00	294,033.04
001-003-510-1202 December: 1,750.00	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	1,750.00	1,750.00
001-003-510-1204 December: 420.00	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	420.00	420.00
001-005-510-1100 December: -18,075.00	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	3,829,116.27	-18,075.00	3,811,041.27
001-005-510-1202 December: 17,475.00	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	17,475.00	17,475.00
001-005-510-1204 December: 600.00	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	600.00	600.00
001-006-510-1100 December: -1,050.00	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	117,469.55	-1,050.00	116,419.55
001-006-510-1202 December: 1,050.00	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	1,050.00	1,050.00
001-008-510-1100 December: -37,390.00	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	2,955,677.13	-37,390.00	2,918,287.13
001-008-510-1202 December: 36,550.00	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	36,550.00	36,550.00
001-008-510-1204 December: 840.00	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	840.00	840.00
001-008-550-5849 December: -2,450.00	COMPUTER SOFTWARE & ACCE...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	12,459.00	-2,450.00	10,009.00
001-008-550-5857	MMBRSHIP/LCNSE/CRTFCATIO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	5,580.00	2,450.00	8,030.00

December: 2,450.00					
001-009-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	483,280.55	-4,450.00	478,830.55
December: -4,450.00					
001-009-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	350.00	3,850.00	4,200.00
December: 3,850.00					
001-009-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	600.00	600.00
December: 600.00					
001-012-510-1111	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	196,533.47	-350.00	196,183.47
December: -350.00					
001-012-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	350.00	350.00
December: 350.00					
001-013-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	42,272.82	-350.00	41,922.82
December: -350.00					
001-013-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	350.00	350.00
December: 350.00					
001-014-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	328,787.66	-2,531.00	326,256.66
December: -2,531.00					
001-014-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	2,531.00	2,531.00
December: 2,531.00					
001-014-530-3039	LEGAL PUBLICATIONS REIMB	BA25-5-38 GF CD PUBLICATION REIMBS	4,552.00	4,500.00	9,052.00
December: 4,500.00					
001-015-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	403,790.73	-4,400.00	399,390.73
December: -4,400.00					
001-015-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	3,500.00	3,500.00
December: 3,500.00					
001-015-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	900.00	900.00
December: 900.00					
001-016-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	574,536.34	-4,800.00	569,736.34
December: -4,800.00					
001-016-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	4,800.00	4,800.00
December: 4,800.00					
001-017-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	103,711.96	-950.00	102,761.96
December: -950.00					
001-017-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	350.00	350.00
December: 350.00					
001-017-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	600.00	600.00
December: 600.00					
001-017-550-5869	EQUIPMENT & FURNISHINGS	BA25-5-38 GF ECONOM DEV OFFICE FURNISHI...	0.00	3,000.00	3,000.00
December: 3,000.00					
001-018-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	199,287.60	-11,150.00	188,137.60
December: -11,150.00					
001-018-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	7,550.00	7,550.00
December: 7,550.00					
001-018-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	3,600.00	3,600.00
December: 3,600.00					
001-019-530-3051	CONTRACT LABOR	BA25-5-38 GF CHRS DECO.	16,000.00	-5,000.00	11,000.00
December: -5,000.00					
001-019-550-5861	BUILDING HOLIDAY DECORATI...	BA25-5-38 GF CHRS DECO.	0.00	5,000.00	5,000.00
December: 5,000.00					
001-021-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	186,550.69	-1,200.00	185,350.69
December: -1,200.00					
001-021-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	1,200.00	1,200.00
December: 1,200.00					

001-021-550-5658	BUILDING AND MAINTENANCE	BA25-5-38 GF OPERATION ADJ	4,000.00	1,000.00	5,000.00
December: 1,000.00					
001-021-550-5871	OIL AND LUBRICANTS	BA25-5-38 GF OPERATION ADJ	50,000.00	-1,000.00	49,000.00
December: -1,000.00					
001-023-510-1100	SALARIES AND WAGES	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	44,479.28	-350.00	44,129.28
December: -350.00					
001-023-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-38 GF CHRS DECO. FD, CD EXP ADJ, SPE...	0.00	350.00	350.00
December: 350.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000355	FY 24/25 ORIGINAL BUDGET	BA25-5-39 BEAUTIFICATION CHRISTMAS TREE STORAGE	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
008-019-570-7010	MISC. EXPENDITURES	BA25-5-39 BEAUTIFICATION CHRISTMAS TREE ...	31,000.00	5,300.00	36,300.00
December: 5,300.00					
008-019-570-7800	FUND RESERVE	BA25-5-39 BEAUTIFICATION CHRISTMAS TREE ...	102,614.00	-5,300.00	97,314.00
December: -5,300.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000356	FY 24/25 ORIGINAL BUDGET	BA25-5-40 IT ADJ SPECAIL PAY AND OVERTIME	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
010-020-510-1100	SALARIES AND WAGES	BA25-5-40 IT ADJ SPECAIL PAY AND ALLOWAN...	238,399.64	-7,400.00	230,999.64
December: -7,400.00					
010-020-510-1200	OVERTIME	BA25-5-40 IT ADJ SPECAIL PAY AND OVERTIME	0.00	6,000.00	6,000.00
December: 6,000.00					
010-020-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-40 IT ADJ SPECAIL PAY AND OVERTIME	0.00	1,400.00	1,400.00
December: 1,400.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000357	FY 24/25 ORIGINAL BUDGET	BA25-5-41 ADJ SPECIAL PAY	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
101-007-510-1100	SALARIES AND WAGES	BA25-5-41 ADJ SPECIAL PAY	541,304.38	-500.00	540,804.38
December: -500.00					
101-007-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-41 ADJ SPECIAL PAY	0.00	500.00	500.00
December: 500.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000358	FY 24/25 ORIGINAL BUDGET	BA25-5-42 ADJ SPECIAL PAY & OVERTIME	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
206-065-510-1100	SALARIES AND WAGES	BA25-5-42 ADJ SPECIAL PAY & OVERTIME	264,113.29	-3,950.00	260,163.29
December: -3,950.00					
206-065-510-1200	OVERTIME	BA25-5-42 ADJ SPECIAL PAY & OVERTIME	0.00	2,200.00	2,200.00
December: 2,200.00					
206-065-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-42 ADJ SPECIAL PAY & OVERTIME	0.00	1,750.00	1,750.00
December: 1,750.00					

Adjustment Number	Budget Code	Description	Adjustment Date

BA0000359 FY 24/25 ORIGINAL BUDGET BA25-5-43 PENDLETON TRUST MONTHLY REV. VS EXP 12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
350-000-363-1000	PENDLETON TRUST	BA25-5-43 PENDLETON TRUST MONTHLY REV....	-21,054.00	-3,738.00	-24,792.00
December: -3,738.00					
350-000-363-1000	PENDLETON TRUST	BA25-5-43 PENDLETON TRUST REV. ADJ CITAT...	-21,054.00	1,721.00	-19,333.00
December: 1,721.00					
350-015-550-5605	PENDLETON TRUST MAINT/PR...	BA25-5-43 PENDLETON TRUST MONTHLY REV....	321,259.00	2,017.00	323,276.00
December: 2,017.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000360	FY 24/25 ORIGINAL BUDGET	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTIME	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
405-024-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	314,679.90	-2,700.00	311,979.90
December: -2,700.00					
405-024-510-1200	OVERTIME	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	1,800.00	1,800.00
December: 1,800.00					
405-024-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	900.00	900.00
December: 900.00					
405-025-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	241,682.22	-4,300.00	237,382.22
December: -4,300.00					
405-025-510-1200	OVERTIME	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	3,500.00	3,500.00
December: 3,500.00					
405-025-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	800.00	800.00
December: 800.00					
405-026-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	644,782.02	-1,200.00	643,582.02
December: -1,200.00					
405-026-510-1202	SPCEIAL PAY-LEAVE & BONUS ...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	600.00	600.00
December: 600.00					
405-026-510-1204	VEHICLE & CELL PHONE ALLO...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	600.00	600.00
December: 600.00					
405-027-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	328,751.30	-21,700.00	307,051.30
December: -21,700.00					
405-027-510-1200	OVERTIME	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	20,000.00	20,000.00
December: 20,000.00					
405-027-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	1,700.00	1,700.00
December: 1,700.00					
405-028-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	386,627.65	-2,800.00	383,827.65
December: -2,800.00					
405-028-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	2,800.00	2,800.00
December: 2,800.00					
405-029-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	614,106.96	-1,000.00	613,106.96
December: -1,000.00					
405-029-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	746.74	1,000.00	1,746.74
December: 1,000.00					
405-049-510-1100	SALARIES AND WAGES	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	513,449.74	-4,000.00	509,449.74
December: -4,000.00					
405-049-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-44 SPECL PAY, ALLOWANCE & OVERTI...	0.00	4,000.00	4,000.00
December: 4,000.00					

Adjustment Number	Budget Code	Description	Adjustment Date
BA0000361	FY 24/25 ORIGINAL BUDGET	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL ALLOWANCE	12/10/2024

Summary Description:

Account Number	Account Name	Adjustment Description	Before	Adjustment	After
500-010-510-1100	SALARIES AND WAGES	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL A...	113,676.20	-550.00	113,126.20
December: -550.00					
500-010-510-1200	OVERTIME	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL A...	0.00	200.00	200.00
December: 200.00					
500-010-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL A...	0.00	350.00	350.00
December: 350.00					
500-011-510-1100	SALARIES AND WAGES	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL A...	202,262.19	-3,650.00	198,612.19
December: -3,650.00					
500-011-510-1200	OVERTIME	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL A...	0.00	1,900.00	1,900.00
December: 1,900.00					
500-011-510-1202	SPECIAL PAY-LEAVE & BONUS ...	BA25-5-45 SPECL PAY, OVERTIME& VEH CELL A...	0.00	1,750.00	1,750.00
December: 1,750.00					

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
25	FY 24/25 ORIGINAL BUDGET	001-000-321-2003	CD MISC. REVENUE	-22,000.00	-4,500.00	-26,500.00
		001-000-361-4000	MISC. REVENUE	-53,803.00	-222.00	-54,025.00
		001-001-510-1100	SALARIES AND WAGES	674,163.83	-4,840.00	669,323.83
		001-001-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	4,840.00	4,840.00
		001-001-550-5869	EQUIPMENT & FURNISHINGS	3,000.00	-3,000.00	0.00
		001-001-570-7200	TRAINING AND TRAVEL	15,000.00	222.00	15,222.00
		001-002-510-1100	SALARIES AND WAGES	73,755.94	-5,150.00	68,605.94
		001-002-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	350.00	350.00
		001-002-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	4,800.00	4,800.00
		001-003-510-1100	SALARIES AND WAGES	296,203.04	-2,170.00	294,033.04
		001-003-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,750.00	1,750.00
		001-003-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	420.00	420.00
		001-005-510-1100	SALARIES AND WAGES	3,829,116.27	-18,075.00	3,811,041.27
		001-005-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	17,475.00	17,475.00
		001-005-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	600.00	600.00
		001-006-510-1100	SALARIES AND WAGES	117,469.55	-1,050.00	116,419.55
		001-006-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,050.00	1,050.00
		001-008-510-1100	SALARIES AND WAGES	2,955,677.13	-37,390.00	2,918,287.13
		001-008-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	36,550.00	36,550.00
		001-008-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	840.00	840.00
		001-008-550-5849	COMPUTER SOFTWARE & ACCES.	12,459.00	-2,450.00	10,009.00
		001-008-550-5857	MMBRSHIP/LCNSE/CRTFCATION/E...	5,580.00	2,450.00	8,030.00
		001-009-510-1100	SALARIES AND WAGES	483,280.55	-4,450.00	478,830.55
		001-009-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	350.00	3,850.00	4,200.00
		001-009-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	600.00	600.00
		001-012-510-1111	SALARIES AND WAGES	196,533.47	-350.00	196,183.47
		001-012-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	350.00	350.00
		001-013-510-1100	SALARIES AND WAGES	42,272.82	-350.00	41,922.82
		001-013-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	350.00	350.00
		001-014-510-1100	SALARIES AND WAGES	328,787.66	-2,531.00	326,256.66
		001-014-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	2,531.00	2,531.00
		001-014-530-3039	LEGAL PUBLICATIONS REIMB	4,552.00	4,500.00	9,052.00
		001-015-510-1100	SALARIES AND WAGES	403,790.73	-4,400.00	399,390.73
		001-015-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	3,500.00	3,500.00
		001-015-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	900.00	900.00
		001-016-510-1100	SALARIES AND WAGES	574,536.34	-4,800.00	569,736.34
		001-016-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	4,800.00	4,800.00
		001-017-510-1100	SALARIES AND WAGES	103,711.96	-950.00	102,761.96
		001-017-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	350.00	350.00
		001-017-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	600.00	600.00
		001-017-550-5869	EQUIPMENT & FURNISHINGS	0.00	3,000.00	3,000.00
		001-018-510-1100	SALARIES AND WAGES	199,287.60	-11,150.00	188,137.60
		001-018-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	7,550.00	7,550.00
		001-018-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	3,600.00	3,600.00
		001-019-530-3051	CONTRACT LABOR	16,000.00	-5,000.00	11,000.00
		001-019-550-5861	BUILDING HOLIDAY DECORATIONS	0.00	5,000.00	5,000.00
		001-021-510-1100	SALARIES AND WAGES	186,550.69	-1,200.00	185,350.69
		001-021-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,200.00	1,200.00
		001-021-550-5658	BUILDING AND MAINTENANCE	4,000.00	1,000.00	5,000.00
		001-021-550-5871	OIL AND LUBRICANTS	50,000.00	-1,000.00	49,000.00
		001-023-510-1100	SALARIES AND WAGES	44,479.28	-350.00	44,129.28
		001-023-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	350.00	350.00
		008-019-570-7010	MISC. EXPENDITURES	31,000.00	5,300.00	36,300.00
		008-019-570-7800	FUND RESERVE	102,614.00	-5,300.00	97,314.00
		010-020-510-1100	SALARIES AND WAGES	238,399.64	-7,400.00	230,999.64
		010-020-510-1200	OVERTIME	0.00	6,000.00	6,000.00
		010-020-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,400.00	1,400.00
		101-007-510-1100	SALARIES AND WAGES	541,304.38	-500.00	540,804.38

101-007-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	500.00	500.00
206-065-510-1100	SALARIES AND WAGES	264,113.29	-3,950.00	260,163.29
206-065-510-1200	OVERTIME	0.00	2,200.00	2,200.00
206-065-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,750.00	1,750.00
350-000-363-1000	PENDLETON TRUST	-21,054.00	-2,017.00	-23,071.00
350-015-550-5605	PENDLETON TRUST MAINT/PROJ.	321,259.00	2,017.00	323,276.00
405-024-510-1100	SALARIES AND WAGES	314,679.90	-2,700.00	311,979.90
405-024-510-1200	OVERTIME	0.00	1,800.00	1,800.00
405-024-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	900.00	900.00
405-025-510-1100	SALARIES AND WAGES	241,682.22	-4,300.00	237,382.22
405-025-510-1200	OVERTIME	0.00	3,500.00	3,500.00
405-025-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	800.00	800.00
405-026-510-1100	SALARIES AND WAGES	644,782.02	-1,200.00	643,582.02
405-026-510-1202	SPCEIAL PAY-LEAVE & BONUS ACCR	0.00	600.00	600.00
405-026-510-1204	VEHICLE & CELL PHONE ALLOWAN...	0.00	600.00	600.00
405-027-510-1100	SALARIES AND WAGES	328,751.30	-21,700.00	307,051.30
405-027-510-1200	OVERTIME	0.00	20,000.00	20,000.00
405-027-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,700.00	1,700.00
405-028-510-1100	SALARIES AND WAGES	386,627.65	-2,800.00	383,827.65
405-028-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	2,800.00	2,800.00
405-029-510-1100	SALARIES AND WAGES	614,106.96	-1,000.00	613,106.96
405-029-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	746.74	1,000.00	1,746.74
405-049-510-1100	SALARIES AND WAGES	513,449.74	-4,000.00	509,449.74
405-049-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	4,000.00	4,000.00
500-010-510-1100	SALARIES AND WAGES	113,676.20	-550.00	113,126.20
500-010-510-1200	OVERTIME	0.00	200.00	200.00
500-010-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	350.00	350.00
500-011-510-1100	SALARIES AND WAGES	202,262.19	-3,650.00	198,612.19
500-011-510-1200	OVERTIME	0.00	1,900.00	1,900.00
500-011-510-1202	SPECIAL PAY-LEAVE & BONUS ACCR	0.00	1,750.00	1,750.00
	25 Total:	**15,383,156.09**	**0.00**	**15,383,156.09**
	Grand Total:	**15,383,156.09**	**0.00**	**15,383,156.09**

Fund Summary

Fund	Before	Adjustment	After
Budget Code:25 - FY 24/25 ORIGINAL BUDGET Fiscal: 2024-2025			
001	10,544,754.86	0.00	10,544,754.86
008	133,614.00	0.00	133,614.00
010	238,399.64	0.00	238,399.64
101	541,304.38	0.00	541,304.38
206	264,113.29	0.00	264,113.29
350	300,205.00	0.00	300,205.00
405	3,044,826.53	0.00	3,044,826.53
500	315,938.39	0.00	315,938.39
Budget Code 25 Total:	**15,383,156.09**	**0.00**	**15,383,156.09**
Grand Total:	**15,383,156.09**	**0.00**	**15,383,156.09**

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	Consider Approval of Revised 2025 Meeting Schedule

The November 2025 regular scheduled meeting date is also Veterans Day. Mayor Tucker recommends the re-scheduling of that meeting to Tuesday, November 18, 2025 at 6:00 p.m.

Council Information / Action Requested
Approval of Revised 2025 Meeting Schedule

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:
1. Revised 2025 City Council, DCUA, DAA, DDA

Revised Schedule of Regular Meetings for
Durant City Council
The Durant City Utilities Authority (DCUA)
Durant Airport Authority (DAA)
*Durant Development Authority (DDA)

Calendar Year 2025

Second Tuesday each month, unless otherwise noted

DATE	TIME	LOCATION
*January 14	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
February 11	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
March 11	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
*April 8	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
May 13	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
June 10	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
*July 8	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
August 12	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
September 9	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
*October 14	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
**November 18	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110
December 9	6:00 P.M.	Roscoe J. Hatfield Council Chambers, Room 110

* Durant Development Authority Meets on Quarterly Basis

** Meeting Date Changed Due to Regular Scheduled Date Being Veterans Day

Filed By:
Pam Polk, City Manager
Durant City Hall
P.O. Box 578
Durant, OK 74702-0578
(580) 931-6605

Filed in the office of the Durant City
Clerk on December 10, 2024.

Cynthia J. Price, City Clerk

Cynthia J. Price, City Clerk

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	1. Consider Approval of General Liability - Auto Insurance Annual Premium Through Oklahoma Municipal Assurance Group (OMAG) for Calendar Year 2025 in the Amount of $294,017.00; 2. Consider Approval of Property Insurance Annual Premium Through Oklahoma Municipal Assurance Group (OMAG) for Calendar Year 2025 in the Amount of $222,721.00

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1. The annual general liability/auto insurance premium renewal for Calendar Year 2024 was $251,604.00 compared to the Calendar Year 2025 premium renewal in the amount of $294,017.00. A 15% increase or higher in premium was projected by OMAG. This increase is 14% higher than 2024.

2. The annual property insurance premium renewal for Calendar Year 2024 was $192,233.00 compared to the Calendar Year 2025 premium renewal in the amount of $222,721.00. A 15% increase or higher in premium was projected by OMAG. This increase is 13% higher than 2024.

Council Information / Action Requested

1. Approval of General Liability - Auto Insurance Annual Premium Through Oklahoma Municipal Assurance Group (OMAG) for Calendar Year 2025 in the Amount of $294,017.00;

2. Approval of Property Insurance Annual Premium Through Oklahoma Municipal Assurance Group (OMAG) for Calendar Year 2025 in the Amount of $222,721.00

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Brandi Nelson, HR Manager
Re:	Consider Approval of OkMRF Defined Benefit Master Plan and Joinder Agreement Updated and Approved by the Internal Revenue Service.

The Oklahoma Municipal Retirement Fund (OkMRF) Defined Benefit Master Plan and Joinder Agreement have recently been updated and approved by the Internal Revenue Service as required every 6 years. The IRS requires all plan members to adopt this new language as well.

The plan changes are detailed in the DB Master and Joinder Plan Summary changes. Some of the changes are required while others provide clarification in the plan language.

Documents Included:

- DB Master and Joinder Plan Summary changes
- Amending Ordinance/Resolution & Joinder Document (Exhibit A)
- OkMRF Defined Benefit Master Plan (Exhibit B)

Council Information / Action Requested
Approval of OkMRF Defined Benefit Master Plan and Joinder Agreement

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:
1. DB Master and Joinder Plan Summary changes
2. Amending Ordinance_Resolution & Joinder Document (Exhibit A)
3. OMRF Master Defined Benefit Plan (FULL)

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MEMORANDUM

TO: Oklahoma Municipal Retirement Fund

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

DATE: February 21, 2023

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

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

A. Master Defined Benefit Plan

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

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

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

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

B. Joinder Agreement

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

ORDINANCE NO. _____

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

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

Section 1. That pursuant to the authority conferred by the laws of the State of Oklahoma, and for the purpose of encouraging continuity and meritorious service on the part of City employees and thereby promote public efficiency, there is hereby authorized created, established, and approved and adopted, effective as of **January 1, 2025**, the amended and restated Plan designated "Employee Retirement System of the City of Durant, Oklahoma, Defined Benefit Plan," (hereinafter called System), an executed counterpart of which is marked Exhibit "A" (Joinder Agreement) and Exhibit "B" (amended and restated plan) and attached hereto as part hereof.

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

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

Section 4. EXECUTION. The Mayor and City Clerk be and they are each hereby authorized and directed to execute (in counterparts, each of which shall constitute an original) the System instrument, and to do all other acts and things necessary, advisable, and proper to put said System and related trust into full force and effect, and to make such changes therein as may be necessary to qualify the same under Sections 401(a) and 501(a) of the Internal Revenue Code of the United States. The counterpart attached hereto as

Exhibit "A" and Exhibit "B", which has been duly executed as aforesaid simultaneously with the passage of this Ordinance and made a part hereof, is hereby ratified and confirmed in all respects.

This Committee is hereby authorized and directed to proceed immediately on behalf of the City of Durant, Oklahoma, to pool and combine the Fund into the Oklahoma Municipal Retirement Fund as a part thereof, with similar funds of such other cities and towns, for purposes of pooled management and investment.

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

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

Section 7. EMERGENCY. Whereas, in the judgment of the City Council of the City of Durant, Oklahoma, the public peace, health, safety, and welfare of the City of Durant, Oklahoma, and the inhabitants thereof demand the immediate passage of this Ordinance, an emergency is hereby declared, the rules are suspended, and this Ordinance shall be in full force and effective on its passage, approvals and publication.

*****END*****

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

By _____
Mayor

ATTEST:

_____
Clerk

Approved as to form and legality on _____, _____.

_____
CITY ATTORNEY

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT

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

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

1. Dates.

[ ] This instrument is a new Plan effective __ (the "Effective Date") [such date may not be earlier than the first day of the Plan Year in which it is executed].

[X] This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally April 1, 1967. The effective date of this Joinder Agreement is **January 1, 2025** (the "Effective Date") [such date may not be prior to the first day of the Plan Year of the date of adoption], except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word "Employee" shall mean:

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

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

[X] Any person who, on or after the Effective Date, is an employee of the Employer and holds the position of:

- [X] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [ ] Assistant City Manager [ ] Chief of Police [ ] Fire Chief
- [ ] Department Head or Department Manager [ ] Finance Director or Chief Financial Officer
- [ ] General Counsel or Municipal Attorney [ ] Municipal Judge
- [ ] _ (specify position) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

The word "Employee" shall **not** include:

[X] Any person who is currently accruing benefits under any other state or local retirement system.

[ ] Any person in the following position and who is covered under another retirement program of system approved by the City:

- [ ] City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- [ ] Assistant City Manager [ ] 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) [do not specify the name of the individual or a finite group unless the Plan otherwise provides continuing eligibility to a specified position or group]

[ ] Any person who is _ [must be definitely determinable]

3. **Eligibility.**
Eligible Employees shall commence participation in the Plan: (Select only one)
[ ] month(s) (any number of months up to twelve consecutive) after the Employee's Employment Commencement Date or the date the individual meets the definition of Employee in Section 2 hereof, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
[X] On the Employee's Employment Commencement Date.

4. **Definition of Compensation.**
Compensation shall exclude the item(s) listed below:
[ ] No exclusions.
[ ] Overtime pay. [ ] Bonuses.
[ ] Commissions. [ ] Longevity pay. [X] Severance pay.
[X] Accrued vacation or sick leave paid upon termination of employment and moving expenses.
[ ] Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
[ ] Other: [must be definitely determinable]

5. **Average Monthly Compensation.**
The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of the Plan is:
[X] sixty (60) consecutive months.
[ ] thirty-six (36) consecutive months.

6. **The Employer hereby elects the following Plan design:**
[X] Mandatory Contribution Option. A Participant shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan in Section 8 of this Joinder Agreement. Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Participant's Mandatory Contributions pursuant to the preceding paragraph are to be taxed deferred:
[X] Pick Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick up and pay the percentage of each Participant's Compensation required to be contributed as of **January 1, 2010** [insert date] in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
[ ] Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. A. **Payment Options.** The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:
[X] Sixty (60) monthly payments.
[ ] One hundred and twenty (120) monthly payments.

B. **Plan Options.** The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.
[ ] Plan AAA – 3.00% with no maximum Years of Service
[ ] Plan AAA – 3.00% recognizing a maximum of 22 Years of Service
[X] Plan AA 2.625% [ ] Plan BB 2.25% [ ] Plan CC 1.875%
[ ] Plan A 1.50% [ ] Plan B 1.125% [ ] Plan C .75%

C. **Normal Retirement Age.** Normal retirement age shall be:
[X] age 65 with completion of five (5) Years of Service
[ ] The earlier of (i) and (ii) as follows:
(i) age 65 with completion of five (5) Years of Service
(ii) the later of (a) or (b), where (a) and (b) are as follows:
(a) [ ] age 62 [ ] _____
(b) [ ] the age at which the Participant has completed 30 Years of Service.
[ ] the age at which the Participant has completed _____ Years of Service

Examples: An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 62.
An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

[ ] Modified Rule of 80:

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

(i) age 65 with completion of five (5) Years of Service

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

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus Years of Service points at age 50 but the minimum age for payment is 55.

3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

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

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

[ ] Ten Year Cliff Vesting Schedule

[**X**] Seven Year Cliff Vesting Schedule

[ ] Five Year Cliff Vesting Schedule

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

[**X**] No limitation

[**X**] For all purposes under the Plan

[ ] With respect to Service for purposes of vesting and attainment of Normal Retirement Age

[ ] Service credit prior to the effective date shall not exceed years

[ ] For all purposes under the Plan

[ ] With respect to Service for purposes of benefit accruals.

F. Service Buyback. The Employer hereby elects

[ ] No service buyback pursuant to Section 10.10 of the Plan

[**X**] The service buyback provisions of Section 10.10 of the Plan.

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

[**X**] shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.

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

8. Contributions by Participants.

If Participants are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 2020**.

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

Plan AAA – 6.00%

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

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

b. [X] The contribution formula shall be **5.00%** [insert number between 0 and twelve] of compensation.

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

(Participant plus Employer percentages must total 100%.)

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

9. Cost-of-Living Option.

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

[X] No Cost-of-Living Option on Future Service Benefits effective December 31, 2009.
Future Service Benefits refer to pension benefits accruals after December 31, 2009

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

The effective date of the Cost-Of-Living Option shall be July 1, 1974 (the original date that the Employer elected the Cost-of-Living Option) through December 31, 2009 and shall apply for benefit accruals earned through December 31, 2009, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

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

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

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

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

11. Limitations on Optional Benefit Forms.

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

[ ] Optional benefit forms under Section 7.2 of the Plan will not be permitted.

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

1. A lump sum payment will not be issued to anyone over age 45 at the time of payment if it is determined that the monthly benefit to that individual would have exceeded $200 at age 65;
2. A lump sum payment cannot exceed $20,000, and there shall be no partial lump sum distributions

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

12. Defined Contribution Option.

[X] Not applicable.

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

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

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

IN WITNESS WHEREOF the City of Durant 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 Durant

By:_____

Attest:

Title:_____

_____

Title:_____

(SEAL)

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

OKLAHOMA MUNICIPAL RETIREMENT FUND

By:_____

Title:_____

Attest:

_____

Secretary

(SEAL)

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

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

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN

OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT 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 Sections 401(a) and 501(a) of the Code by meeting the requirements of Code Section 414(d). 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.

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. 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.

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) Accrued Pension: The Pension (other than a Disability Pension) determined under the Plan expressed in the form of a monthly benefit commencing at Normal Retirement Date (or date of determination in the case of a Late Pension), which an Employee has accrued at any time under the provisions of the Plan, regardless of his vested status, determined as if he had then terminated employment.

(b) Actuarial Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment. Benefits for annuity starting dates beginning prior to the Effective Date will be calculated under the terms of the Previous Plan. For annuity starting dates beginning on or after the Effective Date, except as otherwise specifically noted, the determination of such equality will be based on the Pub-2010 Public Retirement Plans Mortality Table as follows:

Interest: 7.25%

Participant mortality: the weighted average reflecting 2/3 of the PubG-2010.M table and 1/3 of the PubG-2010.F table

Spouse mortality: the weighted average reflecting 2/3 of the PubG-2010.F table and 1/3 of the PubG-2010.M table

Except as provided herein, in the event this Subsection is amended, with respect to a Participant who would be eligible for a Normal Pension or Early Pension on the date of amendment if his employment terminated, the Actuarial Equivalent of such Participant's Accrued Pension with an annuity starting date beginning on or after the date the change is adopted shall be determined as the greater of (i) the Actuarial Equivalent of the Accrued Pension as of the date of change computed on the old basis, or (ii) the Actuarial Equivalent of the total Accrued Pension computed on the new basis.

For purposes of determining the benefit limitations under §415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in Section 10.1 of the Plan the applicable mortality table for annuity starting dates prior to December 31, 2002 is set forth in Rev. Rul. 95-6. 1995-1 C.B. 80, and for annuity starting dates on or after December 31, 2002 is set forth in Rev. Rul. 2001-62, 2001-53, I.R.B. 632.

(c) Aggregate Contributions: The Employee's aggregate contributions pursuant to Sections 3.3 and/or 3.4 hereof, plus interest thereon accrued at the rate determined by the Trustee, compounded according to uniform rules adopted by the Trustees. Prior to January 1, 1983, the interest rate for crediting interest was three and one-half percent (3 ½%) per annum.

(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) Average Monthly Compensation: The result obtained by dividing the total Compensation paid to an Employee during a considered period by the number of months, including fractional months, for which such Compensation was received. The considered period shall be the number of consecutive months of reported pay selected in Joinder Agreement within the last one hundred twenty (120) months of service which yield the highest average Compensation. For purposes of determining consecutive months, periods of credited service shall be bridged, if interrupted with non-credited periods under an Authorized Leave of Absence. If an Employee has less than the number of months of consecutive employment service selected in the Joinder Agreement, the Employee's actual consecutive months shall be the basis for calculating the Employee's Average Monthly Compensation hereunder.

(g) Beneficiary: Any person or entity designated or deemed designated by a Participant as provided in Section 6.5 hereof.

(h) 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 an Employee 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.

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

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

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

(l) 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 benefit accruals, the calculation of benefits, or contribution allocations under the Plan. For purposes of determining an Employee's compensation, any

election by such Employee to reduce his regular cash remuneration under Code Sections 125, 402(e)(3), 402(h), 403(b) or 132(f) shall be disregarded.

For Plan Years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code Section 3401(h)(2), shall be treated as an Employee of the Employer making the payment, (ii) the differential wage payment shall be treated as Compensation, and (iii) the Plan shall not be treated as failing to meet the requirements of any provision described in Code Section 414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(1) Limitations. Notwithstanding anything herein to the contrary, for Plan Years commencing after December 31, 1988 and before January 1, 1994, the annual Compensation of each Participant taken into account under the Plan for any Plan Year shall not exceed $200,000, as adjusted by the Secretary at the same time and in the same manner as under Section 415(d) of the Code except that the dollar increase in effect on January 1 of any calendar year is effective for Plan Years beginning in such calendar year and the first adjustment to the $200,000 limitation is effective on January 1, 1990. For years beginning on or after January 1, 1994, the annual compensation limit of each Participant taken into account for determining all benefits provided under the Plan for any determination period shall not exceed $150,000, as adjusted for the cost-of-living in accordance with section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any determination period beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 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.

The annual Compensation of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed $200,000. 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). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for any prior determination period shall be $200,000. The $200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. 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 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 the applicable annual compensation limit in effect for that prior determination period.

(m) Contribution Accumulation: The Employee's aggregate DC Employer contributions, plus interest thereon pursuant to the Defined Contribution Option in Section 12 of the Joinder Agreement. If the Employer elects such option, the interest rate for determining the investment earnings on such amounts contributed under such option shall be equal to the rate earned by the Fund.

(n) DC Employer Contributions: The Employer contributions described in Section 3.6 hereof.

(o) Death Benefit: The pension benefit described in Article VI herein.

(p) Deferred Vested Pension: The pension benefit described in Sections 4.4 and 5.4 herein.

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

(r) Disability Pension: The pension benefit described in Sections 4.3 and 5.3 herein.

(s) Early Pension: The pension benefit described in Sections 4.2 and 5.2 herein.

(t) Effective Date: The later of (i) the date specified in the Joinder Agreement, or (ii) the first day on which the Plan has a Participant.

(u) Employer: A Municipality located in the State of Oklahoma which executes the Joinder Agreement.

(v) Employment Commencement Date: The date on which the Employee's most recent employment with the Employer began.

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

(x) Hour of Service: (1) Each hour for which an employee is paid, or entitled to payment, for the performance of duties for the employer; and (2) each hour for which an employee is paid, or entitled to payment, by the employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

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

(z) 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.

(aa) Limitation Compensation: Compensation as defined in Section 10.2(b) hereof.

(bb) Municipality: (1) each and every municipality located in the State of Oklahoma; (2) public trusts having municipalities as Beneficiaries; (3) interlocal cooperatives between municipalities and/or their public trust, and; (4) any other legal entity comprising a municipal authority which has adopted the Plan and/or which has become a Participant in the related trust according to the terms hereof.

(cc) Normal Pension: The pension benefit described in Sections 4.1 and 5.1 herein.

(dd) Normal Retirement Date: The later of (i) the Effective Date, or (ii) the first day of the month coincident with or next following the later of the Normal Retirement Age as designated in the Joinder Agreement, Section 7C, or the date he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested.

(ee) Oklahoma Municipal Retirement Fund: The entity known as the Oklahoma Municipal Retirement Fund, which was created to combine pension and retirement funds of Oklahoma cities and towns for purposes of management and investment, represented by and acting through its Board of Trustees.

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

(gg) Pension: A series of monthly amounts which are payable to a person who is entitled to receive benefits under the Plan.

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

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

(jj) Plan Year: 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.

(kk) Previous Plan: The terms and provisions in the prior instruments governing the Employer's qualified defined benefit 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.

(ll) Retirement: Termination of employment after a Participant has fulfilled all requirements for a Pension and has attained the age required to receive an Early Pension (age 55 or older). Retirement shall be considered as commencing on the day immediately following an Employee's last day of employment.

(mm) 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 retirement 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 (except as provided in Section 14.1), 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 workers' 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 benefits) but no Employee contributions shall be made with respect to the Participant for such period.

(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 an Employee 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, regardless of Break in Service, 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.

Credit for service with the Employer shall not be granted for any period subsequent to the Effective Date during which the Employee did not participate in the Plan and Employee contributions to the Plan and Fund were not made by or for him except as specified above.

(nn) Severance Benefit: The pension benefit described in Section 6.1 herein.

(oo) Spouse: A spouse as determined under applicable federal tax law.

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

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

(rr) U. S. Consumer Price Index: The Consumer Price index for all items as reported in the Monthly Labor Review for the month of December of the immediately preceding calendar year as published by the United States Department of Labor.

(ss) Year of Service: A 12 consecutive month period of Service commencing on the Employee's Employment Commencement Date, and any anniversary thereof.

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," "hereafter" and other similar compounds of the word "here" shall mean and refer to the entire Plan, not to any particular provision or Section.

ARTICLE III.

Contributions

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 Contributions by Employer: The Employer shall make contributions to the Fund in such amounts and at such times as the City Council shall determine, acting under the advice of the Plan's actuarial firm. All contributions made by the Employer to the Fund shall be irrevocable and shall be used for the exclusive benefit of the Participants covered by the Plan to pay benefits under the Plan, or to pay expenses of the Fund. Forfeitures arising because of death prior to Retirement, severance of Employment before a Participant becomes eligible for a Pension, or any other reason shall be applied to reduce the cost of the Plan, not to increase the benefits otherwise payable to the Participants.

3.3 Contributions by Participants: Unless the Employer selects the Non-Contributory Option, each Participant shall contribute to the cost of providing benefits under this Plan while he remains a Participant who is actively employed. Such annual contributions shall be the product of (i) the percentage selected in Section 8 of the Joinder Agreement, and (ii) the Participant's Compensation.

Any required contributions by Participants shall be made by payroll deductions for each pay period, or any series of pay periods as the Employer may deem most convenient. The Committee may, however, approve payment of such contributions in a manner other than payroll deductions in any specific case or cases. (In any event a Participant shall be deemed to consent and agree to the payroll deductions as provided for herein.) If a Participant is granted a non-paid leave of absence authorized for any reason, his continued participation in the Plan will depend upon his contributions being continued at the same rate and made by or for him during such absence. While such contributions are continued during such non-paid leave of absence, the Participant's Compensation shall be deemed to have continued at the same rate for the purpose of computing the Participant's Average Monthly Compensation.

Provided, however, if a Participant is on an Authorized Leave of Absence and is receiving workers' compensation during such Authorized Leave of Absence, such Participant shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits if the Employer so elects in Section 7G of the Joinder Agreement, but no Participant contributions shall be made with respect to the Participant for such period.

Each Employee employed after the original Effective Date of the Plan hereof shall, as a condition of employment, become a Participant in the Plan as of the date on which he is first eligible by signing a written notice of participation agreeing to be bound by the terms and conditions hereof,

and authorizing the Employer to deduct from his Compensation any contributions required of him as provided in the Joinder Agreement hereof, and he shall be subject to all other provisions of the Plan beginning on such date. Each Employee employed on the original Effective Date of the Plan shall have a one-time irrevocable election to participate in the Plan.

For each Employee who becomes a Participant in this Plan on the original Effective Date of the Plan, Participant contributions and his participation shall first begin for the pay period commencing on, or next following, that date. For each Employee who becomes a Participant in this Plan after the original Effective Date of the Plan, Participant contributions and his participation shall begin for the pay period commencing on or next following the date he becomes a Participant.

Such Participant contributions shall be fully vested in the contributor Participant at all times. Upon retirement, death or termination of employment of a Participant for any reason, the retired or terminated Employee, or his Beneficiary as the case may be, shall have the option to receive, in lieu of any and all other benefits provided herein, his Aggregate Contributions. Furthermore, the value of the total benefits payable to the Participant and/or his Beneficiary shall in no event be less than his Aggregate Contributions as of the time of his termination of employment. However if any benefit of any other kind is paid under this Plan, to or on behalf of a Participant, no Aggregate Contributions shall be paid, but shall be deemed to have been included in the value of the benefit so paid, unless the total value of such other benefit payments finally paid shall be less than such Aggregate Contributions as of the time of the Participant's termination of employment, in which case the difference shall be paid in a lump sum to the Participant and/or his Beneficiary.

3.4 Pick-up Contributions: If the Employer elects the Pick-Up Option in the Joinder Agreement, all Participants shall be required 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 and determining Participant rights and the Participant's Aggregate Contributions shall be monitored. A private letter ruling is required if the sponsor/employer wishes a ruling on pick-up contributions. The Aggregate Contributions shall be subject to the distribution provisions in Section 3.3.

3.5 Transfer of Contributions: All Employer and Participant contributions shall be directly or immediately allocated, paid or delivered to the City Treasurer or Employer designee, as Treasurer of the Plan. Such contributions shall be transferred and transmitted by the Treasurer to the Fund for credit as soon as administratively feasible.

3.6 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, a Contribution Accumulation account shall be created for each active Participant as of the effective date of the option. Each Participant shall be

required as a condition of employment to make a DC Employer contribution in the amount specified in the Adoption 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. Amounts attributable to DC Employer contributions shall be fully vested. The Contribution Accumulation account shall be credited with:

(1) DC Employer Contributions made by the Participant after the effective date of the option; and

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

ARTICLE IV.

Requirements for Retirement Benefits

4.1 Normal Pension: A Participant shall be eligible for a Normal Pension if his employment is terminated on or after his Normal Retirement Date, or if his employment classification has changed such that he is no longer eligible to participate in this Plan on or after his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of a Normal Pension shall commence as of the first day of the month coinciding with or next following Retirement or change in employment classification, as applicable, and the last payment shall be made as of the first day of the month in which the death of such Participant occurs; provided however, that at the time of his death, if such Participant has received less than the number of monthly payments elected by the Employer in Section 7 of the Joinder Agreement, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such number of monthly payments as elected have been made to such Participant and such Beneficiary or Beneficiaries. Normal Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan. Notwithstanding the vesting schedule elected by the Employer in Section 7D of the Joinder Agreement, a Participant's right to his or her Normal Pension shall be nonforfeitable upon attainment of his or her Normal Retirement Age as defined in Section 7C of the Joinder Agreement.

4.2 Early Pension: A Participant may elect early Retirement and be eligible for an Early Pension if his employment is terminated on or after his 55th birthday and before his Normal Retirement Date, provided he has met the 100% vesting requirements. Payment of an Early Pension shall commence as of the Participant's Normal Retirement Date. However, if a Participant requests the Committee to authorize the commencement of his Early Pension as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the beginning of the month so requested, but the amount thereof shall be reduced as provided in Section 5.2. The last payment of an Early Pension shall be made as of the first day of the month in which the death of the retired Participant occurs; provided however, that if the retired Participant has received less than the monthly payments as elected in Section 7 of the Joinder Agreement at the time of his death, his Pension payments shall continue to his Beneficiary or Beneficiaries until a total of such monthly payments have been made to such Employee and such Beneficiary or Beneficiaries. Early Pension payments shall not be suspended for a retired Participant who returns to work for the Employer in an employment classification which is not eligible to participate in this Plan.

4.3 Disability Pension: A Participant shall be eligible for a Disability Pension if his employment is terminated by reason of Disability, before his Normal Retirement Age, provided he has met the 100% vesting requirements. Payment of a Disability Pension shall commence as of the first day of the month coincidental with or next following the date of Retirement. The last payment shall be made as of the first day of the month in which the death of the retired Employee occurs, or if Disability ceases prior to his Normal Retirement Date, the first day of the month in which Disability ceases.

Disability under the Plan shall be considered total and permanent, if on the basis of a medical examination by a doctor or clinic appointed by the Committee, the Committee finds that the Participant has a physical or mental condition which totally and presumably permanently prevents him from engaging in any substantial gainful employment with the Employer.

Notwithstanding any other provisions of this Section, no Participant shall qualify for a Disability Pension if the Committee determines that his Disability results from (a) chronic alcoholism, (b) addition to narcotics, or (c) an injury suffered while engaged in a felonious or criminal act or enterprise.

Disability shall be considered to have ended and a Disability Pension shall cease if, prior to his Normal Retirement Age, the Participant (a) engages in any substantial gainful employment except for such employment as is found by the Committee to be for the primary purpose of rehabilitation or not incompatible with a finding of total and permanent Disability, or (b) has sufficiently recovered, in the opinion of the Committee based on a medical examination by a doctor or clinic appointed by the Committee to be able to engage in regular employment with the Employer and refuses an offer of employment by the Employer, or (c) refuses to undergo any medical examination requested by the Committee provided that a medical examination shall not be required more frequently than twice in any calendar year. The Normal Pension will recommence upon his reaching Normal Retirement Age.

If Disability ceases before a retired Participant attains his Normal Retirement Date and the Participant is re-employed by the Employer, the Pension payable upon his subsequent Retirement shall be determined in accordance with the provisions of Section 10.9.

4.4 Deferred Vested Pension: A Participant shall be eligible for a Deferred Vested Pension, if his employment is terminated before his 55th birthday and after he has met the 100% vesting requirements. Payment of a Deferred Vested Pension shall commence as of the Participant's Normal Retirement Date. However, if the Participant requests the Committee to authorize the commencement of his Deferred Vested Pension as of the first day of the month coinciding with or next following his 55th birthday, or as of the first day of any subsequent month which precedes his Normal Retirement Date, his Pension shall commence as of the first day of the month so requested, but the amount thereof shall be reduced as provided in Section 5.4.

4.5 Pensions for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become entitled to, and limited to, such rights, benefits and options of any kind, under this Plan, if any, in the amounts and on the terms and conditions, as provided in Article VIII-Employment Transfers.

4.6 Termination of Employment - Vesting of Benefits: Except as provided in Sections 10.12 and 10.13 hereof, if applicable, when a Participant ceases to be a Participant for any reason, he shall have vested and nonforfeitable rights in his Accrued Pension as set forth in one of the following vesting schedules as may be elected by the Employer in the Joinder Agreement:

(a) Ten Year Cliff Vesting Schedule. The Ten Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 10	0%
At least: 10	100%

(b) Seven Year Cliff Vesting Schedule. The Seven Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 7	0%
At least: 7	100%

(c) Five Year Cliff Vesting Schedule. The Five Year Cliff Vesting Schedule is as follows:

Years of Service	Percent of Accrued Benefit Vested
Less than: 5	0%
At least: 5	100%

ARTICLE V.

Amount of Retirement Benefits

5.1 Normal Pension:

(a) Basic Formula: A Participant who meets the requirements for a Normal Pension shall receive a monthly amount equal to the product of (1), (2), and (3) as follows:

(1) The percentage associated with the Plan Option elected by the Employer in Section 7B of the Joinder Agreement; multiplied by

(2) His Average Monthly Compensation; and multiplied by

(3) The number of his Years of Service credited with the Employer (but not with any other Municipality), subject to the limitations in Section 7E of the Joinder Agreement.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Normal Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be increased or decreased annually while payable, commencing with the payment due on the first day of July coinciding with or next following the later of (1) the effective date of the Cost-of-Living option, or (2) the date of the Participant's Retirement, and continuing thereafter on the first day of each subsequent July during which the Pension is payable. Each such increase or decrease shall be related to a change in the cost-of-living based on the percentage change, if any, determined by a comparison of the U. S. Consumer Price Index (as defined in Section 2.1(pp)) for the December next preceding the July of the determination, with such U. S. Consumer Price Index for the December one year earlier; provided however, that such yearly increase or decrease, if any, shall be limited to a maximum change of three percent (3%); and provided further, that such yearly decrease, if any, shall not reduce the amount of Pension so adjusted, below the level established at the time of Retirement.

5.2 Early Pension:

(a) Basic Formula: A Participant who meets the requirements for an Early Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement. If payment of an Early Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and the Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living option is elected in the Joinder Agreement, the monthly amount of Early Pension determined above under Subsection (a) of this Section, or the amount of any optional form of Pension payable in lieu thereof to a retired Participant or his contingent Beneficiary, shall be subject to annual cost-of-living adjustments in the same manner as provided in Subsection 5.1(b), except that no such adjustment

shall be applicable for any period before the Early Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.3 Disability Pension:

(a) Basic Formula: A Participant who meets the requirements for a Disability Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to Retirement.

(b) Cost-of-Living Adjustment: If the Cost-of Living Option is elected in the Joinder Agreement, the monthly amount of Disability Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except that such adjustment shall not be applicable for any period before the Disability Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.4 Deferred Vested Pension:

(a) Basic Formula: A Participant who meets the requirements for a Deferred Vested Pension shall receive a monthly amount which shall be computed in the same manner as a Normal Pension, considering his Compensation and Service credited with the Employer prior to the termination of his employment. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount determined above shall be reduced by 5% each full year plus 5% pro-rata for the number of months in the period between the date as of which the Pension begins and Normal Retirement Date.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Deferred Vested Pension determined above under Subsection (a) of this Section shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b), except, that such adjustment shall not be applicable for any period before the Deferred Vested Pension payments commence, and for this purpose only, the date such payments commence shall be treated as the Participant's Retirement Date.

5.5 Accrued Credits and Vested Benefits Preserved: The adoption of a new Joinder Agreement by an Employer shall not operate to exclude, diminish, limit, or restrict the amount, payments or continuation of payments of benefits accrued up to the Effective Date of the most recent Joinder Agreement. The amount of such Accrued Pension benefits, if any, in the course of payment immediately prior to such date, shall be continued under the provisions of such Previous Plan, in the same manner and amounts, subject to the provisions of the Retiree Plan Improvement Option in Section 10 of the Joinder Agreement.

ARTICLE VI.

Severance and Death Benefits

6.1 Severance Benefit: Upon termination of a Participant's employment with the Employer, his contributions to the Fund shall cease and he shall be entitled to receive a Severance Benefit equal in amount to the Participant's Aggregate Contributions, which shall be in lieu of all other benefits under this Plan. Payment of such benefit shall be made in a lump sum as soon as administratively feasible after the date of termination of the Participant's employment and the Participant's request for payment. If such termination of employment occurs after the Participant has met the requirements for Normal, Early, Disability or Deferred Vested Pension, he may receive in lieu of such Aggregate Contributions, the Pension for which he is eligible under the provisions of Article IV, unless the Participant elects to receive such Aggregate Contributions.

If any benefit of any other kind is paid under this Plan to or on behalf of a Participant, no Severance Benefit shall be paid, but shall be deemed to have been included in the value of the other benefit, unless the total of such other benefit payments finally made shall be less than his Aggregate Contributions at the time of the Participant's termination of employment, in which case the difference shall be paid to the terminated Participant if living, or if deceased, to his Beneficiary.

6.2 Death Prior to Commencement of Pension: Upon the death of an active Participant or a retired Participant prior to the earlier of the date the Committee approves the commencement of his pension payments or the date fixed for commencement of his Pension payments, the Beneficiary designated by the Participant or retired Participant shall be paid a Death Benefit in the form of a Pension unless a spouse's pension becomes payable under Section 6.4.

(a) Basic Formula: Subject to the further provisions of Subsection (b) of this Section 6.2, the amount of the Death Benefit Pension shall be equal to fifty percent (50%) of the monthly amount of the Normal Pension, as determined in Section 5.1 which the deceased Participant had accrued at the time of his death considering the Participant's Compensation and Service with the Employer prior to the date of his death. Payment of the Death Benefit Pension under this Subsection shall commence as of the first day of the month coincident with or next following the Employee's death. The last payment shall be made upon completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement. Notwithstanding the foregoing, if any spouse's Pension becomes payable under Section 6.4, or if any optional Pension was elected by such a retired Participant, and becomes effective under Article VII, no such Death Benefit Pension under this Section 6.2 shall be paid at that time. The terms of such Spouse's Pension or optional Pension as the case may be, shall control payments after such death and the Death Benefit Pension provided for under this Section shall be thereby canceled or inapplicable, except that upon the death of the spouse or the contingent Beneficiary, his estate shall be paid the excess, if any, of the Participant's Aggregate Contributions as of the date the Pension commenced or as of the date of death, if earlier, over the sum of the benefit payments, previously received by the Spouse or the contingent Beneficiary.

(b) Cost-of-Living Adjustment: If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a) of this Section 6.2 or the amount of any optional form of Pension payable in lieu

thereof to the Beneficiary entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.3 Death After Commencement of Pension:

(a) Normal Pension, Early Pension or Deferred Vested Pension: Upon the death of a retired Participant after the earlier of the date the Committee approves the commencement of his Normal Pension payments, Early Pension payments or Deferred Vested Pension payments as the case may be, or the date fixed for commencement of his Normal Pension payments or Early Pension payments, Deferred Vested Pension payments as the case may be, and before he has received the number of monthly payments elected in Section 7A of the Joinder Agreement, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (a)(2) of this Subsection 6.3(a), the amount of such Death Benefit Pension shall be equal to the monthly amount of Normal Pension, Early Pension or Deferred Vested Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, the estate of the Beneficiary. This Death Benefit Pension shall not be in addition to, but shall be one and the same as the continuation of Pension as provided in Section 4.1, Section 4.2, or Section 4.4, as the case may be. However, no such Death Benefit shall be paid but shall be canceled and inapplicable, if an optional form of payment is elected and becomes effective under Article VII hereof.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (a)(1) of this Section 6.3 or the amount of any optional form of Pension payable in lieu thereof to the Beneficiary or estate entitled thereto, shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Disability Pension: Upon the death of a retired Participant who was unmarried or legally separated from his or her spouse, after the earlier of the date the Committee approves the commencement of his Disability Pension payments, or the date fixed for commencement of his Disability Pension payments and before he has received a total of the number of monthly Pension payments as elected in Section 7A of the Joinder Agreement, and before the cessation of his Disability if such death occurs prior to his Normal Retirement Date, his Beneficiary shall be entitled to a Death Benefit to be provided in the form of a Pension.

(1) **Basic Formula:** Subject to the further provision of Subsection (b)(2) of this Section 6.3(b), the amount of such Death Benefit Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Death Benefit Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of

monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the Beneficiary, if living, or if deceased, to the estate of the Beneficiary.

If the death of such retired Participant occurs after the cessation of his Disability and before his Normal Retirement Date, and the total Disability Pension payments he had received was less than his Aggregate Contributions as of the date of commencement of payments of such Disability Pension, or as of the date of his death, if earlier, then his Beneficiary shall be entitled to a Death Benefit. The amount of such Death Benefit shall be the excess of the retired Participant's said Aggregate Contributions over the sum of such Pension payments, if any, previously received by the retired Participant. Such Death Benefit shall be paid in cash in a single sum within 30 days after the date of death.

If the retired Participant was married and not legally separated from his or her spouse at the time of death, the applicable Death Benefit shall be that as provided in Section 6.4(b).

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Death Benefit Pension determined above under Subsection (b)(1) of this Section 6.3 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

6.4 Spouse's Pension:

(a) In-Service Death:

(1) **Eligibility Requirements:** The surviving spouse of a deceased Participant shall be eligible for a Spouse's Pension with payments commencing on the first day of the month coinciding with or next following the Participant's date of death and payable for the spouse's lifetime, or until the spouse's remarriage, provided that the Participant, as of the date of his or her death, (a) was continuing in the active Service of the Employer, (b) had met the 100% vesting requirement, and (c) was not legally separated from the surviving spouse.

(2) **Amount of Spouse's Pension:** A surviving spouse who meets the eligibility requirements under Subsection (a)(1) of Section 6.4 above shall receive a monthly amount of Spouse's Pension equal to fifty percent (50%) of the amount determined in Section 5.1 for a Normal Pension considering the Participant's Compensation and Service with the Employer to the date of his death. However, if the surviving spouse is more than ten years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in excess of ten (10) years to compensate for the longer period of expected payments.

(3) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (a)(2) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

(b) Post-Disability Retirement Death: The surviving spouse of a deceased, retired Participant, who was receiving or was entitled to receive a Disability Pension on the date of his or her death and who had received less than the number of monthly payments as elected in Section 7A of the Joinder Agreement of such Disability Pension, shall be eligible for a Spouse's Pension.

(1) **Basic Formula:** Subject to the further provisions of Subsection (b)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to the monthly amount of Disability Pension which the deceased retired Participant was eligible for or receiving at the time of his death. Payment of such Spouse's Pension shall commence as of the first day of the month coincident with or next following the retired Participant's date of death. The last payment shall be made upon the completion of the number of monthly payments in the aggregate as elected in Section 7A of the Joinder Agreement to the retired Participant and the surviving spouse, or if the surviving spouse dies before such completion of payments, the remaining payments shall be made to the estate of the deceased spouse.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of Spouse's Pension determined above under Subsection (b)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Section 5.1(b).

(c) Post-Termination Death Benefit After Deferred Vested Termination: The surviving spouse of a deceased, retired Participant, who was entitled to receive a Deferred Vested Pension but had not yet received any payments on the date of his or her death, shall be eligible for a Spouse's Pension. Such Pension will commence on the first day of the month coinciding with or next following the later of: (i) the Participant's date of death or (ii) the earliest date of which the Participant could have begun receiving payments in accordance with Section 5.4. The last payment shall be made upon the death or remarriage of the surviving spouse. A final death benefit is the excess, if any, of the Participant's Aggregate Contributions over the sum of the payments made to the Spouse.

(1) **Basic Formula:** Subject to the further provisions of Subsection (c)(2) of this Section 6.4, the amount of such Spouse's Pension shall be equal to fifty percent (50%) of the Deferred Vested Pension to which the deceased, retired Participant was entitled to receive commencing on his or her Normal Retirement Date and reduced in accordance with Section 5.4 for the period between the date the Pension begins and the Normal Retirement Date. However, if the surviving spouse is more than ten (10) years younger than the retired Participant on the date of his death, the Spouse's Pension payable under this Subsection shall be reduced by one percent (1%) for each such year of age difference in the excess of ten (10) years to compensate for the longer period of expected payments.

(2) **Cost-of-Living Adjustment:** If the Cost-of-Living Option is elected in the Joinder Agreement, the monthly amount of spouse's Pension determined above under Subsection (c)(1) of this Section 6.4 shall be subject to a cost-of-living adjustment in the same manner as provided in Subsection 5.1(b).

6.5 Designation of Beneficiary: Each active or retired Participant may designate a primary Beneficiary or Beneficiaries and, in addition, may name a contingent Beneficiary or Beneficiaries to receive any benefit that may become payable under Article VI hereunder by reason of his death. If a Participant designates more than one Beneficiary, each shall share equally unless the Participant specifies a different allocation or preference. Such designation shall be made upon forms furnished by the Employer and may be revoked or changed at any time and from time to time without notice to any Beneficiary, and shall not be effective unless and until filed with the Committee. Further, the written designation of the Participant's spouse may be voided upon divorce of the Participant if required by applicable state law. If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the Death Benefit shall be paid to the Participant's spouse, if living, or otherwise, to the estate of the Participant. Neither the Employer, the Board of Trustees, nor the Fund shall be named as a Beneficiary.

For the purpose of this Plan, the production of a certified copy of the death certificate of any Employee or other person shall be sufficient evidence of death, and the Committee shall be fully protected in relying thereon. In the absence of such proof, the Committee may rely upon such other evidence of death as it deems necessary or advisable.

6.6 Severance or Death Benefits for Former Employees: If a Participant's Service with the Employer terminates, but his Service continues by virtue of his employment with a Municipality other than the Employer, he, his spouse or other Beneficiaries shall only be then, or later become, entitled to and limited to such rights, benefits and options of any kind, under this, if any, in the amounts and on the terms and conditions, as provided in Article VIII, Employment Transfers.

6.7 HEART Act Provision: 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, but including vesting service credit for such period and any ancillary life insurance or other survivor benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the participant's death and then terminated employment on account of death.

6.8 Defined Contribution Option: If the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, as soon as administratively possible after termination of employment or death of the Participant, the administrator shall pay the Participant or Beneficiary, if applicable, the Contribution Accumulation account balance as requested. The Participant may elect to receive the Contribution Accumulation in any of the benefit payment options permitted under the Plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences. This benefit shall be in addition to any Normal, Early, Disability or Deferred Vested Pension that the Participant or Beneficiary may be entitled to.

ARTICLE VII.

Optional Retirement Benefits

7.1 Joint and Survivor Options: By filing an application with the Authorized Agent prior to the start of payments, a married Participant not legally separated from his or her spouse may designate such spouse as his contingent pensioner and elect to receive a Pension payable in accordance with one of the following Actuarially Equivalent options in lieu of the Pension to which he may otherwise become entitled upon Retirement.

Option A - Joint and 100% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that 100% of such monthly benefit shall be payable to the Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant died and continuing thereafter during the remaining lifetime of such contingent pensioner through the last monthly payment on or prior to the contingent pensioner's death.

Option B - Joint and 50% Survivor Annuity. An adjusted Pension payable monthly during the lifetime of the Participant with the provision that fifty percent (50%) of such monthly benefit shall be payable to such Participant's contingent pensioner in monthly installments commencing on the first day of the month following the month in which the Participant dies and continuing thereafter during the remaining lifetime of the contingent pensioner through the last monthly payment on or prior to such contingent pensioner's death.

Option C - Joint and 66 2/3% Survivor Annuity. An adjusted Pension payable for the joint lifetime of the Participant and his contingent pensioner, and upon the death of either, payments in the amount of sixty-six and two-thirds percent (66 2/3%) of such adjusted Pension shall be continued to the survivor pensioner during the survivor pensioner's lifetime through the last monthly payment on or prior to such survivor pensioner's death.

7.2 Other Forms of Payment: If the Employer has elected in the Joinder Agreement to provide additional optional benefit forms, the Committee may, in its sole discretion, at the request of a Participant (or contingent pensioner), direct that any benefit provided by the Plan be paid in one of the following forms, provided that payments to the Participant (or contingent pensioner) have not yet commenced and that payments in such other form shall be the Actuarial Equivalent of the benefit otherwise payable. The optional forms of payment are as follows:

Option D - Convert Defined Contribution Option to Pension. Under this form, the payee will convert the Contribution Accumulation if the Employer has elected the Defined Contribution Option in Section 12 of the Joinder Agreement, using the Actuarial Equivalent and will be added to his Pension. No future Cost of Living adjustments, if applicable, will be made or considered in calculating the payment under this optional form.

Option E - Lump-Sum Payment. Under this form, the payee will receive a single sum payment in cash. No future Cost-of-Living adjustments will be made or considered in calculating the payment under this optional form.

Option F – Partial Lump Sum. Under this form, the payee will receive a single sum payment that is smaller than the amount payable under Option E. The Accrued Pension will be reduced by the Actuarial Equivalent of the single sum payment, and the reduced amount will be payable in accordance with Article IV or, if selected by the payee, under one of the Joint and Survivor Options in accordance with Section 7.1. In the event that part of the Accrued Pension is subject to the Cost-of-Living Option and part of the Accrued Pension is not so subject, any partial lump sum payment will reduce each part of the Accrued Pension pro rata.

Option G - Combination. Under this form, the payee will receive a combination of Options D, E, or F, as selected by the payee.

The Committee shall, if it deems appropriate, require a Participant (or contingent pensioner) to submit evidence of good health as a condition to receipt of any such form of payment, particularly any lump sum payment.

If a Pension payable under this Plan is less than fifty dollars ($50.00) per month, the Committee may direct that, in lieu of such Pension, the Actuarial Equivalent thereof shall be paid in a lump sum, or in a series of uniform monthly, quarterly, or annual amounts for life or for a designated period of time.

7.3 Restrictions on Optional Forms: If payments have not yet commenced to a Participant, a Participant may elect, change, or revoke an option if his election, change, or revocation is filed in writing with the Authorized Agent. However, an election to receive benefits in one of the forms described in Section 7.2 requires Committee approval. In the event a Participant dies after he has begun to receive benefits under this Plan, his beneficiary or contingent pensioner shall not be entitled to change the form of payment of the benefit. A Participant receiving a Disability Pension is not eligible for any of the options.

An election made pursuant to this Article shall become inoperative in the event that no contingent pensioner is surviving upon the date payments are to commence after the Participant's Retirement.

If a Participant who makes an election pursuant to the requirements of this Section continues in the Employer's employ after his Normal Retirement Date, no Pension payments shall be made during the period of continued employment. If the Participant dies during such continued employment and the contingent pensioner survives him, the election shall become operative so that the contingent pensioner shall receive a Pension in accordance with the option elected commencing on the first day of the month coinciding with or next following the death of the Participant. In the event the contingent pensioner predeceases the Participant during such continued employment, the election shall not become operative.

7.4 Other Benefits Canceled by Option: Any Aggregate Contributions, Contribution Accumulation, Pension, Severance, Death, or other benefit that would otherwise have become payable under this Plan shall be canceled and superseded by an option elected under Section 7.1 or any other form of payment elected under Section 7.2 as of the date such option or other form of payment commences.

7.5 Options by Former Employee: The provisions of this Article VII shall be applicable to any former Employees entitled to a Pension under the provisions of Article VIII-Employment Transfers.

7.6 Rollover to Another Plan or IRA: 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.

(a) Definitions: For purposes of this Section 7.6, 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 ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income. With respect to distributions made after December 31, 2001, 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 paid only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code (a "traditional IRA") or a Roth individual account or annuity described in Section 408A of the Code (a "Roth IRA"), or to a qualified defined contribution, defined benefit or annuity plan described in Section 401(a) or 403(a) of the Code, or to an annuity contract described in Section 403(b) of the Code, if such plan or contract provides for separate accounting for amounts so transferred (including interest thereon), 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 a traditional IRA, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code, 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 that accepts the Distributee's Eligible Rollover Distribution, or, effective December 8, 2015, a SIMPLE IRA. 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.

(iii) **"Distributee"**: A "Distributee" includes a Participant or former Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in § 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions occurring in plan years beginning after December 31, 2009 (or in any earlier plan year beginning after December 31, 2006 as may be specified in the adoption agreement), a distributee also includes the participant's nonspouse designated beneficiary under Section 2.1(f) of the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to a traditional IRA or Roth IRA that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

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

7.7 Minimum Distribution Requirements:

(a) General Rules:

(i) **Effective Date**. The provisions of this Section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(ii) **Precedence**. The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

(iii) **Requirements of Regulations Incorporated**. All distributions required under this Section will be determined in accordance with Section 401(a)(9) of the Internal Revenue Code, including the incidental death benefit requirement of Section 401(a)(9)(G), and the Income Tax Regulations thereunder.

(iv) **TEFRA Section 242(b)(2) Elections**. Notwithstanding the other provisions of this Section, other than Subsection (iii), 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.

(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.

(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, except as provided in the adoption agreement, 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 (b)(ii), other than Subsection (b)(ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (ii) and Subsection (e), distributions are considered to begin on the Participant's required beginning date (or, if Subsection (b)(ii)(4) applies, the date distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1)). If annuity payments 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 (b)(ii)(1), the date distributions are considered to begin is the date distributions actually commence.

(iii) **Form 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), (d) and (e) 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) Determination of Amount to be Distributed Each Year:

(i) **General Annuity Requirements**. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section (d) or (e);

(3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

(4) payments will either be nonincreasing or increase only as follows:

a by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

b to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section (d) dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of Section 414(p);

c to provide cash refunds of employee contributions upon the Participant's death; or

d to pay increased benefits that result from a plan amendment.

(ii) **Amount Required to be Distributed by Required Beginning Date.** The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Subsection (b)(ii)(1) or (2)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

(iii) **Additional Accruals After First Distribution Calendar Year**. Any additional benefits accruing to the Participant in a calendar year after the first distribution

calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(d) Requirements For Annuity Distributions That Commence During Participant's Lifetime:

(i) **Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse**. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of Section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

(ii) **Period Certain Annuities**. Unless the Participant's spouse is the sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section (d)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the annuity starting date.

(e) Requirements For Minimum Distributions After the Participant's Death:

(i) **Death After Distributions Begin**. If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

(ii) **Death Before Distributions Begin**.

a. **Participant Survived by Designated Beneficiary**. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed,

beginning no later than the time described in Subsection (b)(ii)(1) or (2), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

(2) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

b. **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.

c. **Death of Surviving Spouse Before Distributions to Surviving Spouse Begin**. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this Section (e) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Subsection (b)(ii)(1).

(f) Definitions:

(i) **Designated Beneficiary**. The individual who is designated as the beneficiary under Section 6.5 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 pursuant to Subsection (b)(ii).

(iii) **Life Expectancy**. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) **Required Beginning Date**. The April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½, or if later, retires.

ARTICLE VIII.

Employment Transfers

8.1 Transfers From This Plan:

(a) To Another Category With This Employer: If a Participant is employed by the Employer under this Plan 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; his benefits shall remain in the Fund (unless such Participant is eligible for his Normal Pension in accordance with Section 4.1); but he will not continue to accrue service for the purposes of benefit accruals or additional vesting credit for benefits under this Plan. However, if a Participant participates in any other retirement plan sponsored by the Employer within the Fund, he shall continue to accrue Service for vesting purposes under this Plan.

(b) To Another Municipality: If a Participant's employment by the Employer under this Plan is terminated by virtue of his transfer to employment with another Municipality, his participation 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:

(1) If he is eligible for a Pension under this Plan as of the date of such employment transfer, he shall be entitled to his Pension. If he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, and he has not withdrawn his Aggregate Contributions in this Plan, then he will continue to accrue Service in this Plan for the purpose of the determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan; or

(2) If he is not eligible for a Pension under this Plan as of the date of such employment transfer, and he is, upon such transfer of employment, covered by the retirement plan under which such other Municipality participates in the Oklahoma Municipal Retirement Fund, his Aggregate Contributions shall remain in the Fund and will continue to accrue interest, and he will continue to accrue Service for the purpose of meeting eligibility requirements for benefits and for determination of attainment of Normal Retirement Age under this Plan, but shall not be entitled to credit for Service while not a Participant under this Plan for the purpose of computing the amount of any benefit under this Plan and upon so meeting such eligibility requirements for benefits, he or his Beneficiaries shall be entitled to such benefits.

8.2 Transfers to This Plan:

(a) From Another Category with This Employer: Effective for Plan Years beginning on or after July 1, 1998, if a person becomes an Employee and a Participant under this Plan 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 eligibility for benefits hereunder and not in computing the amount of

such benefits, and he shall also be subject to all the other provisions of this Plan, provided such transfer occurred prior to the adoption of this Plan. Provided, however, for Plan Years ending prior to July 1, 1998, the rules of the prior Plan document shall apply with respect to such transfers.

(b) From Another Municipality: If a person becomes an Employee and a Participant under this Plan 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 eligibility and vesting for benefits hereunder, but not in computing the amount of such benefits, and he shall also be subject to all the other provisions of this Plan. An Employee's eligibility for membership under this Plan will be determined by applying the eligibility requirements in the Joinder Agreement as though the date his credited service from the other Municipality began was his date of employment with this Employer. Provided, however, no such Service shall be counted if the Participant was not 100% vested in the other Municipality's qualified retirement plan and the Participant received a distribution of his benefit under such Plan unless the distribution of his benefit was paid after becoming vested with this Employer.

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

8.3 Notice of Transfers: After any transfer of employment referred to in Sections 8.1 or 8.2, the transferred Employee shall give written notice of such transfer to the Authorized Agent on a form furnished by the Authorized Agent. Such Employee 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 Committee.

ARTICLE IX.

Administration

9.1 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, and the Fund, including but not limited to, the duties set forth below in Subsection 9.1(b) and including any duties of the Employer under the Plan, or as set forth in this Subsection 9.1(a);

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

(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) 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 the valuation report and certification of the Plan, prepared annually by the actuarial firm, and on the basis thereof to certify to the Employer's budgetary authority an appropriate contribution rate in time for the incorporation, when necessary, of the resulting costs in the budget, and make timely appropriations therefor;

(11) 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;

(12) 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; and

(13) 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.

(14) 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;

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 Participants or their beneficiaries are under consideration.

The Committee shall have no power to waive or fail to apply any requirements of eligibility for a Pension 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 Fund) in matters pertaining to the Plan and the 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 Fund for management and investment;

(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the 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 Fund and to forward such communications to the addressees;

(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;

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

(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and

(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

(c) Plan Municipal 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.

9.2 Bonds: No bond to secure the performance of administrative duties in the operation of the Plan and the Fund, shall be required of any persons or organizations unless required by law, or unless required by the Trust indenture establishing 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 Fund. Any agents, officials of employees of the Employer engaged in the administration for the Plan shall be covered as to the performance of such administrative duties, by any official or other bond covering their regular duties otherwise.

9.3 Benefit Payments: All benefits which are to be paid pursuant to the provisions of the Plan, shall be paid under the direction of the Committee out of the applicable portion of the Fund, upon written directions of the Committee acting through the Authorized Agent.

9.4 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 Participant contributions) shall be forfeited.

(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, including any applicable cost-of-living adjustments. For purposes of this Subsection (c), the limitations under Section 415 of the Code shall not apply.

9.5 Benefits Payable to Incompetents: Any payments due hereunder to a minor or other person under legal disability may be made 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.

9.6 No Participant Loans Permitted: Loans to Participants are not permitted under this Plan. Any references to Participant Loans in the Trust Indenture establishing the Oklahoma Municipal Retirement Fund shall not be applicable to this Plan.

ARTICLE X.

Limitations

10.1 Limitations on Benefits Relating to Section 415 of Internal Revenue Code of 1986:

(a) Notwithstanding any other provision contained herein to the contrary, the benefits payable to a Participant from the Plan provided by employer contributions (including contributions picked up by the employer under Code Section 414(h)) shall be subject to the limitations of Code Section 415 in accordance with the provisions of this Article. The limitations of this Article shall apply in limitation years beginning on or after July 1, 2007, except as otherwise provided below.

(b) Except as provided below, effective for limitation years ending after December 31, 2007, any accrued retirement benefit otherwise payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a Participant in another qualified defined benefit plan (without regard to whether the Plan has been terminated) maintained by the Employer or a predecessor employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's Employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the Employer will apply the benefit accrual limit first to the plan that is not a broad-based participation plan.

(d) The application of the provisions of this Article shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a predecessor employer as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to Code Section 415 in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in Treas. Reg. Section 1.415(a)-1(g)(4).

(e) The limitations of this Article shall be determined and applied taking into account the rules in Section 10.7.

10.2 Definitions: For purposes of calculating the limitations which are otherwise applicable to a Participant pursuant to Section 415 of the Code and this Plan, the following definitions shall apply.

(a) **Annual Benefit:** A benefit that is payable annually in the form of a straight life annuity. Except as provided below, where a benefit is payable in a form other than a straight life annuity, the benefit shall be adjusted to an actuarially equivalent straight life annuity that begins

at the same time as such other form of benefit and is payable on the first day of each month before applying the limitations of this Article. For a Participant who has or will have distributions commencing at more than one annuity starting date, the Annual Benefit shall be determined as of each such annuity starting date (and shall satisfy the limitations of this Article as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other annuity starting dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to Treas. Reg. Section 1.401(a)-20, Q&A 10(d), and with regard to Treas. Reg. Section 1.415(b)-1(b)(1)(iii)(B) and (C).

No actuarial adjustment to the benefit shall be made for (a) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (b) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or (c) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to Code Section 417(e)(3) and would otherwise satisfy the limitations of this Article, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Article applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d). For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in Code Section 411(a)(9) and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), but shall disregard benefits attributable to employee contributions or rollover contributions. Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a straight life annuity shall be made in accordance with Section 10.2(a)(1) or Section 10.2(a)(2).

(1) Benefit Forms Not Subject to §417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this Section 10.2(a)(1) if the form of the Participant's benefit is either (1) a nondecreasing annuity (other than a straight life annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the surviving spouse), or (2) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50% of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments (as defined in Code Section 401(a)(11)).

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan for adjusting benefits in the same form; and (II) a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(ii) Limitation Years beginning on or after July 1, 2007. For Limitation Years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in Section 2.1(b) of the Plan for that annuity starting date.

(2) Benefit Forms Subject to Code Section 417(e)(3): The straight life annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is other than a benefit form described in Section 10.2(a)(1). In this case, the actuarially equivalent straight life annuity shall be determined as follows:

(i) **Annuity Starting Date in Plan Years Beginning After 2005**. Except as provided in Section 10.2(a)(2)(iii), if the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after December 31, 2005, the actuarially equivalent straight life annuity is equal to the greatest of:

(a) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form;

(b) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below); and

(c) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate for the distribution under Regulations Section 1.417(e)-1(d)(3) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years on or after January 1, 2008 and the applicable mortality table for the distribution under Regulations Section 1.417(e)-1(d)(2) (determined in accordance with Section 10.2(a)(2)(v) for Plan Years after the effective date specified below), divided by 1.05.

The effective date of the applicable mortality table above is for years beginning after December 31, 2008.

(ii) **Annuity Starting Date in Plan Years Beginning in 2004 or 2005**. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table for the distribution under Treas. Reg. Section 1.417(e)-1(d)(2).

However, this Section does not supersede any prior election to apply the transition rule of section 101(d)(3) of PFEA as described in Notice 2004-78.

(iii) **Annuity Starting Date in small plans for Plan Years Beginning in 2009 and later.** If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in or after 2009, and if the Plan is maintained by an eligible employer as defined Code Section 408(p)(2)(C)(i), the actuarially equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

(a) The interest rate and the mortality table (or other tabular factor) specified in the Plan for adjusting benefits in the same form; and

(b) A 5.5 percent interest rate assumption and the applicable mortality table described in Section 10.2(a)(2)(iv).

(iv) **Definition of "Applicable Mortality Table."** Effective for annuity starting dates in a Plan Year beginning on or after January 1, 2008, for purposes of this Article, the "applicable mortality table" means the applicable mortality table within the meaning of Code Section 417(e)(3)(B) as described in Revenue Ruling 2007-67.

(v) **Applicable interest rate**. For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code Section 417(e), as well as any other Plan provision referring directly or indirectly to the "applicable interest rate" or "applicable mortality table" used for purposes of Code Section 417(e), any provision prescribing the use of the annual rate of interest on 30-year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by applicable interest rate described by Code Section 417(e) after its amendment by PPA. Specifically, the applicable interest rate shall be the adjusted first, second, and third segment rates applied under the rules similar to the rules of Code Section 430(h)(2)(C) for the calendar month (lookback month) before the first day of the Plan Year in which the annuity starting date occurs (stability period). For this purpose, the first, second, and third segment rates are the first, second, and third segment rates which would be determined under Code Section 430(h)(2)(C) if:

(a) Code Section 430(h)(2)(D) were applied by substituting the average yields for the month described in the preceding paragraph for the average yields for the 24-month period described in such section, and

(b) Code Section 430(h)(2)(G)(i)(II) were applied by substituting "Section 417(e)(3)(A)(ii)(II) for "Section 412(b)(5)(B)(ii)(II)," and

(c) The applicable percentage under Code Section 430(h)(2)(G) is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) **Compensation:** Compensation is defined as wages, differential wage payments under Code Section 3401(h) made after December 31, 2008, 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 maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements, or other expense allowances under a nonaccountable plan (as described in Treas. Reg. Section § 1.62-2(c), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code Sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p), and whether or not qualified) to the extent such contributions are not includible in the employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a nonstatutory stock option (that is, an option other than a statutory stock option as defined in Treas. Reg. Section 1.421-1(b)), or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture:

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(iv) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the employee and are not salary reduction amounts that are described in Code Section 125);

(v) Other items of remuneration that are similar to any of the items listed in (i) through (iv).

For Limitation Years beginning more than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the Plan that begins on or after July 1, 2007, compensation for a Limitation Year shall also include compensation paid by the later of

2½ months after an employee's severance from employment with the employer maintaining the Plan or the end of the Limitation Year that includes the date of the employee's severance from employment with the employer maintaining the Plan, if the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer.

Any payments not described above shall not be considered compensation if paid after severance from employment, even if they are paid by the later of 2½ months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except, payments to an individual who does not currently perform services for the employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the employer rather than entering qualified military service.

Back pay, within the meaning of Treas. Reg. Section 1.415(c)-2(g)(8), shall be treated as compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

For Limitation Years beginning after December 31, 1997, or Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in compensation but for an election under Code Sections 125(a), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).

For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the employee by reason of Code Section 132(f)(4).

For Limitation Years beginning after December 31, 2001, Compensation shall also include deemed Code Section 125 Compensation. Deemed Code Section 125 compensation is an amount that is excludable under Code Section 106 that is not available to a Participant in cash in lieu of group health coverage under a Code Section 125 arrangement solely because the Participant is unable to certify that he or she has other health coverage. Amounts are deemed Code Section 125 compensation only if the employer does not request or otherwise collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(c) **Defined Benefit Dollar Limitation:** Effective for Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation is $160,000, automatically adjusted under Code Section 415(d) for increases in the cost-of-living, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a straight life annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year.

(d) **Employer:** For purposes of this Article, employer shall mean the employer that adopts this plan, and all members of a controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c), as modified, except in the case of a brother-sister group of trades or businesses under common control, by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the adopting employer is a part, and any other entity required to be aggregated with the employer pursuant to Code Section 414(o).

(e) **Formerly Affiliated Plan of the Employer:** A plan that, immediately prior to the cessation of affiliation, was actually maintained by the employer and, immediately after the cessation of affiliation, is not actually maintained by the employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered the employer, such as the sale of a member controlled group of corporations, as defined in Code Section 414(b), as modified by Code Section 415(h), to an unrelated corporation, or that causes a plan to not actually be maintained by the employer, such as transfer of plan sponsorship outside a controlled group.

(f) **Limitation Year: The Plan Year:** All qualified plans maintained by the employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(g) **Maximum Permissible Benefit:** The Defined Benefit Dollar Limitation (adjusted where required, as provided below).

(1) Adjustment for Less Than 10 Years of Participation: If the Participant has less than 10 years of participation with the Employer, the Defined Benefit Dollar Limitation shall be multiplied by a fraction -- (i) the numerator of which is the number of Years (or part thereof, but not less than one year) of Participation in the Plan, and (ii) the denominator of which is 10.

(2) Adjustment of Defined-Benefit-Dollar Limitation for Benefit Commencement Before Age 62 or after Age 65: Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the annuity starting date of the Participant's benefit is before age 62 or after age 65. If the annuity starting date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(i), as modified by (g)(2)(iii). If the annuity starting date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under Subsection (g)(2)(ii), as modified by, Subsection (g)(2)(iii),

(i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life

annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning on or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the lesser of the limitation determined under Section 10.2(g)(2)(i)(II)(A), and the Defined Benefit Dollar Limitation (adjusted under Section 10.2(g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's annuity starting date to the annual amount of the immediately commencing straight life annuity under the Plan at age 62, both determined without applying the limitations of this Article.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

I. Limitation Years Beginning Before July 1, 2007. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under subsection (g)(1) above for years of participation less than 10, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (1) the-interest rate specified in Section 2.1(b) of the Plan and the mortality table (or other tabular factor) specified in Section 2.1(b) of

the Plan; or (2) a 5-percent interest rate assumption and the applicable mortality table as defined in Section 2.1(b) of the Plan.

II. Limitation Years Beginning On or After July 1, 2007.

A. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required)with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as defined in Section 2.1(b) of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

B. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's annuity starting date is the lesser of the limitation determined under Subsection (g)(2)(ii)II.A., and the Defined Benefit Dollar Limitation (adjusted under Subsection (g)(1) for years of participation less than 10, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age 65, both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's annuity starting date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after sixty-five (65) years of age but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at sixty-five (65) years of age is the annual amount of such annuity that would be payable under the Plan to a hypothetical member who is sixty-five (65) years of age and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this Subsection (g)(2), in adjusting the Defined Benefit Dollar Limitation for the Participant's annuity starting date under Subsections (g)(2)(i)I. and (g)(2)(i)II.A., (g)(2)(ii)I., (g)(2)(ii)II.A., no adjustment shall be made to the Defined Benefit Dollar Limitation to reflect the probability of a Participant's death between the annuity starting date and age 62, or between age 65 and the annuity starting date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the annuity starting date. To the extent benefits are forfeited upon death before the annuity starting date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in Code Section 417(c), upon the Participant's death.

(iv) Notwithstanding any other provision to the contrary, for limitation years beginning on or after January 1, 1997, if payment begins before the Participant reaches sixty-two (62) years of age, the reductions in the limitations in this subsection shall not apply to a Participant who is a "qualified participant" as defined in Section 415(b)(2)(H) of the Code.

(3) Minimum benefit permitted: Notwithstanding anything else in this section to the contrary, the benefit otherwise accrued or payable to a Participant under this plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the employer do not exceed $10,000 multiplied by a fraction — (I) the numerator of which is the Participant's number of Years (or part thereof, but not less than one year) of Service (not to exceed 10) with the employer, and (II) the denominator of which is 10; and

(ii) the employer (or a predecessor employer) has not at any time maintained a defined contribution plan in which the Participant participated (for this purpose, mandatory employee contributions under a defined benefit plan, individual medical accounts under Code Section 401(h), and accounts for postretirement medical benefits established under Code Section 419A(d)(1) are not considered a separate defined contribution plan).

(4) For limitation years beginning on or after January 1, 1995, subsection (g)(1) of this Section, subsection (g)(1)(i) of this Section, and the proration provided under subsection (g)(3)(i) of this Section, shall not apply to a benefit paid under the Plan as a result of the Participant becoming disabled by reason of personal inquiries or sickness or amounts received by the beneficiaries, survivors or estate of the Participant as a result of the death of the Participant.

(5) Effective for years beginning after December 31, 1997, if a member repays to the Plan any amounts received because of the Participant's prior termination pursuant to Section 10.11 of this Plan, such repayment shall not be taken into account for purposes of Section 415 of the Code pursuant to Code Section 415(k)(3).

(6) For distributions made in limitation years beginning on or after January 1, 2000, the combined limit of repealed Code Section 415(e) shall not apply.

10.3 Predecessor Employer: If the employer maintains a plan that provides a benefit which the Participant accrued while performing services for a former employer, the former employer is a predecessor employer with respect to the Participant in the Plan. A former entity that antedates the employer is also a predecessor employer with respect to a Participant if, under the facts and circumstances, the employer constitutes a continuation of all or a portion of the trade or business of the former entity.

10.4 Severance from Employment: An employee has a severance from employment when the employee ceases to be an employee of the employer maintaining the Plan. An employee does not have a severance from employment if, in connection with a change of employment, the employee's new employer maintains the Plan with respect to the employee.

10.5 Year of Participation: The Participant shall be credited with a Year of Participation (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (1) the Participant is credited with the period of service for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a year of participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code Section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event shall more than one Year of Participation be credited for any 12-month period.

10.6 Other Rules:

(a) **Benefits Under Terminated Plans:** If a defined benefit plan maintained by the employer has terminated with sufficient assets for the payment of benefit liabilities of all plan Participants and a Participant in the Plan has not yet commenced benefits under the Plan, the benefits provided pursuant to the annuities purchased to provide the Participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this Article. If there are not sufficient assets for the payment of all Participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the Participant under the terminated plan.

(b) **Benefits Transferred From the Plan:** If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan maintained by the employer and the transfer is not a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan that is not maintained by the employer and the transfer is not a transfer of distributable benefits pursuant to Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the transferred benefits are treated by the employer's plan as if such benefits were provided under annuities purchased to provide benefits under a plan maintained by the employer that terminated immediately prior to the transfer with sufficient assets to pay all Participants' benefit liabilities under the Plan. If a Participant's benefits under a defined benefit plan maintained by the employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant Treas. Reg. Section 1.411(d)-4, Q&A-3(c), the amount transferred is treated as a benefit paid from the transferor plan.

(c) **Formerly Affiliated Plans of the Employer:** A formerly affiliated plan of an employer shall be treated as a plan maintained by the employer, but the formerly affiliated plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay Participants' benefit liabilities under the Plan and had purchased annuities to provide benefits.

(d) **Plans of a Predecessor Employer:** If the employer maintains a defined benefit plan that provides benefits accrued by a Participant while performing services for a predecessor employer, the Participant's benefits under a plan maintained by the predecessor employer shall be treated as provided under a plan maintained by the employer. However, for this purpose, the Plan of the predecessor employer shall be treated as if it had terminated immediately prior to the event giving rise to the predecessor employer relationship with sufficient assets to pay Participants' benefit liabilities under the Plan, and had purchased annuities to provide benefits; the employer and the predecessor employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluded in determining the benefits provide under the Plan of the predecessor employer.

(e) **Special Rules:** The limitations of this Article shall be determined and applied taking into account the rules in Treas. Reg. Section 1.415(f)-1(d), (e) and (h).

(f) **Aggregation with Multiemployer Plans:** If the employer maintains a multiemployer plan, as defined in Code Section 414(f), and the multiemployer plan so provides, only the benefits under the multiemployer plan that are provided by the employer shall be treated as benefits provided under a plan maintained by the employer for purposes of this Article.

10.7 Participant Limitation Applicable to Defined Contribution Option:

(a) General: If the Defined Contribution Option is elected in Section 12 of the Joinder Agreement, the maximum permissible amount which may be contributed or allocated to or made with respect to any Participant shall be the lesser of:

(1) $40,000, 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.

Notwithstanding any provision of the Plan to the contrary, if the annual additions are exceeded for any participant, then the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final §415 regulations.

(b) Definition of Annual Additions: Annual additions: The sum of the following amounts credited to a participant's account for the limitation year: (a) employer contributions; (b) employee contributions; (c) forfeitures (d) amounts allocated to an individual medical account, as defined in § 415(l)(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. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are

treated as annual additions to a defined contribution plan; and (e) allocations under a simplified employee pension.

(c) Participation in another plan: This subsection applies if, in addition to this plan, the participant is covered under another qualified defined contribution plan maintained by the employer, a welfare benefit fund maintained by the employer, an individual medical account maintained by the employer, or a simplified employee pension maintained by the employer, that provides an annual addition as defined in subsection (b), during any limitation year. 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 qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions for the same limitation year. If the annual additions with respect to the participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions 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 qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions in the aggregate are equal to or greater than the maximum permissible amount, no amount will be contributed or allocated to the participant's account under this plan for the limitation year.

10.8 Re-employment of Former Employees: If a Participant's employment is terminated before he is eligible for a Pension and the Participant is subsequently re-employed by the Employer, the Participant shall only receive credited Service for his previous period of employment if he did not receive a distribution of Aggregate Contributions, with eligibility and vesting rules as provided under Article VIII-Employment Transfers. The Participant will receive the credited Service once he has satisfied the vesting requirements specified in the Joinder Agreement to become 100% vested. If the Employer has established a new hire retirement plan, and the retired Employee has incurred a Break in Service, the retired Employee shall be enrolled in the new hire retirement plan.

If a Participant's employment is terminated before he is eligible for a Pension, the Plan provided for the Non-Contribution Option on or before such termination, and the Participant is subsequently re-employed by the Employer, then the Participant will be entitled to credit for such prior Service for benefit accrual purposes, but not for vesting purposes.

10.9 Re-employment of Retired Participants:

(a) **Deferred Vested Retired Participant:** If a former Participant retired under this Plan is re-employed by the Employer, and again becomes an Employee under the Plan, no Pension payments shall be made during the period of such re-employment. Upon the subsequent termination of such Employee's employment, the Employee shall be entitled to receive a Pension the amount of which is computed on the basis of the Plan's benefit

formula and the Employee's Average Monthly Compensation and Service with the Employer.

(b) **Retired Participants in Pay Status:** In the case of re-employment of a retired Participant who received any Pension payments prior to his re-employment, the Pension payable upon his subsequent Retirement shall be equal to the sum of (i) and (ii), as follows:

(i) the same amount he had been receiving for his prior Retirement, adjusted for any applicable cost-of-living adjustments, payable under the same form of annuity elected for his prior Retirement. If the amount was originally paid early, its new early reduction shall be recalculated to exclude the months of re-employment with no payments. Only re-employment months prior to the Participant's Normal Retirement Date would be excluded.

(ii) an amount determined solely for his Compensation and Service with the Employer after re-employment, payable in the form elected under Article V, VI or VII. The Participant does not have to select the same form of payment as for Subsection (i).

10.10 Buyback of Service: If the Employer elects in the Joinder Agreement, then notwithstanding anything to the contrary herein, a Participant who terminates employment with the Employer and receives distribution of his Aggregate Contributions may be recredited with his service if he repays his Aggregate Contributions with the interest that would have accrued on such amount under the terms of the Plan.

ARTICLE XI.

Guarantees and Liabilities

11.1 Non-Guarantee of Employment: Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be contained in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

11.2 Rights to Fund Assets: No Participant shall have any right to, or interest in, any assets of the Fund upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable to such Participant out of the assets of the Fund. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Fund and neither the Employer, the Trust Service Provider, the Authorized Agent, nor any individual Trustee shall be liable in any manner.

11.3 Non-Alienation of Benefits: The Fund shall be exempt from legal process and no order may be made to hold, seize, garnishee, or attach payments to any person. Except as duly required under applicable law (including any domestic relations order) 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 liability for alimony or other payments for property settlement or support of a spouse or former spouse, or for any other relative of the Participant, but excluding devolution by death or mental incompetency, prior to being received by the person entitled to the benefit under the terms of the Plan. Except as may be duly required under applicable law, 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 and none of the unpaid Plan benefits or Trust assets shall be considered an asset of the Participant in the event of his divorce, insolvency, or bankruptcy.

11.4 Disclaimer of Liability: Neither the Employer, the Trust Service Provider, the Authorized Agent, the Trustees, nor any individual Trustee guarantees the Fund in any manner against loss or depreciation, and they shall not be liable for any act, or failure to act, which is made in good faith pursuant to the provisions of the Plan. The Employer shall not be responsible for any act, or failure to act, of the Trustees or the Trust Service Provider. The Trustees shall not be responsible for any act, or failure to act, of the Employer or the Authorized Agent.

11.5 Indemnification of Trustees: The Trustees shall be indemnified from the assets of the Fund against any and all liabilities arising by reason of any act, or failure to act, made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.

11.6 Payments Under a Qualified Domestic Relations Order

(a) **General:** 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.

(a) 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.

(f) 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 Participant.

(g) The obligation of the Plan to pay an Alternate Payee pursuant to a Qualified Domestic Relations Order shall cease upon the death of the Participant.

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

(k) 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.

(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.

ARTICLE XII.

Amendments

12.1 Right to Amend: The Employer shall have the right to make from time to time any amendment or amendments to this Plan, in whole or in part, which do not permit reversion of any part of the Fund to the Employer except as provided in Section 13.2 and which do not cause any part of the Fund to be used for, or diverted to, any purpose other than the exclusive benefit of Participants included in the Plan. Any amendments to this Plan, in whole or in part, may be made from time to time by the Employer by ordinance in the same manner as by this original adoption ordinance, but no such amendatory action shall exceed the power and authority granted to the Employer under the laws of the State of Oklahoma.

12.2 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.

12.3 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 XIII.

Termination

13.1 Right to Terminate: The Employer may at any time terminate the Plan by proper ordinance and may direct and require the Trustees to liquidate the Fund. If the Employer shall for any reason cease to exist, the Plan shall terminate and the Fund shall be liquidated, unless continued by a successor.

13.2 Liquidation of Fund: Upon termination of the Plan or a permanent discontinuance of Employer contributions, the assets of the Fund which have been allocated for the Participants, and interests of the Participants therein as determined by the actuaries, shall be liquidated, after provision is made for the expenses of liquidation, by the payment (or provision for the payment) of benefits accrued prior to the date of termination in the following order of precedence:

(a) The Contribution Accumulation of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement.

(b) The Aggregate Contributions of each Participant or former Employee entitled thereto under Article VIII, as of the date of such Plan termination, or earlier date of death or Retirement, less other benefit payments, if any, previously received in each case by or on behalf of each such Participant, former Employee, or other eligible Beneficiary. Any such withdrawals on the part of such persons will reduce their interests in distributions under categories (b), (c), (d) and (e) below, on a proportionate basis, as determined by the actuary. Any such person may elect not to take such withdrawals, and have the value thereof included in the actuary's determination of his distributions under categories (b), (c), (d) and (e) below.

(c) Pensions or other benefits in course of payment to retired Participants, and Beneficiaries of deceased Participants and immediate Pensions for Employees or former Employees entitled thereto under Article VIII, who have reached their Normal Retirement Dates but have not retired.

(d) Pensions deferred to Normal Retirement Date for Participation who have qualified for an Early Pension.

(e) Pensions deferred to Normal Retirement Date for Participants who have qualified for a Deferred Vested Pension.

If the funds available in any of categories (b), (c), or (d) are determined to be insufficient to provide all such benefits the funds and benefits shall be apportioned among the various persons, first in category (b), next in category (c), and next in category (d), in the same proportion as each person's accrued credits bears to the accrued credits of all persons in each such category on an Actuarial Equivalent basis as determined by the actuary.

(f) If the cost of providing for the benefits, first in category (b), next in category (c), and next in category (d) is determined to be less than the total funds available, the balance will revert to the Employer.

The benefit any such Participant is entitled to receive under this Plan shall be based on the Participant's Compensation and Service accrued with the Employer prior to the date of termination of the Plan, and his right to such benefit shall be considered as vested to the extent funded, regardless of his age and years of Service on the date of termination of the Plan.

13.3 Manner of Distribution: Any distribution after termination of the Plan or permanent discontinuance of Employer contributions, shall be made as soon as administratively feasible, at such times and in such amounts so that no discrimination results, in cash, in securities or other assets in kind (at fair market value), in continued direct payment Pensions, or in nontransferable life insurance or annuity contracts, as the Committee in its discretion, shall determine. In making such distribution, any and all determinations, divisions, appraisals, apportionments and allotments so made shall be final and conclusive and not subject to question by any person.

13.4 Consolidation or Merger: Upon the Employer's liquidation, bankruptcy, insolvency, sale, consolidation, or merger to or with another governmental unit in which such Employer is not the surviving unit, the Plan and Fund will terminate and the Fund assets shall be held or distributed as herein provided, unless the successor to the Employer assumes the duties and responsibilities of the Employer by adopting this Plan, or by the establishment of a separate Plan to which the Fund assets shall be transferred with the consent and agreement of the Employer.

13.5 Limitations: The order of priorities for distribution set forth above in Section 13.2, in the event of termination of the Plan, shall be subject to (a) the limitations provided in Article X, and (b) such distributions not being determined to be otherwise discriminatory by the Commissioner of Internal Revenue. In the event that either the limitations under Article X become effective or the Commissioner of Internal Revenue rules that the distributions are otherwise discriminatory, adjustments shall be made in the said priorities and amounts of distributions as may be necessary to satisfy the requirements of Article X or of the Commissioner as the case may be.

ARTICLE XIV.

General

14.1 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.

14.2 No 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.

14.3 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.

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

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 Incorporation of Trust Agreement: The provisions of the Trust Indenture Establishing the Oklahoma Municipal Retirement Fund are incorporated into and made a part of this Plan. The provisions of the Plan override any conflicting provision contained in the Trust or custodial account documents used with the Plan.

14.10 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 14.10, 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.

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 29th day of February, 2024.

ATTEST:

(CORPORATE SEAL)

OKLAHOMA MUNICIPAL RETIREMENT FUND

By Donna Dodson

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this 29th day of February, 2024, 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.

Notary Public

My Commission Expires: 09/27/2025

(NOTARY SEAL)

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Melody Mealor, Assistant to City Manager
Re:	Consider Approval of Mayoral Appointment Lenzie Knight and Sara Solis to the Keep Durant Beautiful Board

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Council Information / Action Requested
Approval of Mayoral Appointment Lenzie Knight and Sara Solis to the Keep Durant Beautiful Board

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

The City of Durant

Memorandum

Date: 12/10/2024
To: Mayor and City Council
From:
Re: Information Items

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	An chen Lai, Finance Director/Treasurer
Re:	October 2024 Financial Reports and November 2024Sales Tax Report

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October 2024
1. General Fund (001)
2. Capital Improvements Fund (015)
3. DCUA (405)

And
November 2024
Sales Tax Breakdown
1% Sales Tax 10-Year Spreadsheet
1% Sales Tax 10-Year Monthly Average

Council Information / Action Requested
Information Only

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:
1. Oct. 24 General Fund (001) Revenue & Expense Report
2. Oct. 24 CI (015) Report
3. Oct. 24 DCUA (405) Revenue & Expense Report
4. Nov. 24 Sales Tax Breakdown
5. Nov. 24 1% Sales Tax 10-Year Sheet
6. Nov. 24 1% Sales Tax Monthly Average

City of Durant, Oklahoma
General Fund - UNAUDITED

Monthly Revenue and Expense Report
OCTOBER 2024 - 33.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY24/25 Budget	% of Budget Y-T-D
Sales Tax (2%)	854,488	3,401,002	9,836,254	34.58%
Use Tax	256,561	1,021,911	2,342,412	43.63%
Alcoholic Beverage Tax	20,326	73,781	215,500	34.24%
Tobacco Excise Tax	10,431	44,441	150,000	29.63%
Telephone Franchise Tax	13,991	22,542	25,000	90.17%
Electric Service Franchise Tax	116,677	487,846	1,500,000	32.52%
Natural Gas Franchise Tax	4,568	16,347	400,000	4.09%
Cable TV Service Franchise Tax	-	-	70,000	0.00%
Vehicle Tax	14,147	42,256	135,000	31.30%
Gasoline Excise Tax	3,127	12,363	35,000	35.32%
Licenses - All Types	3,287	12,887	25,000	51.55%
Permits - All Types	2,020	95,515	347,500	27.49%
Swimming Pool Revenues	-	30,786	66,000	46.65%
Library Café Revenues	296	1,299	3,000	43.29%
Parks & Rec. Facility Rent Rev	-	1,174	400	0.00%
Charges For Services	1,311	17,683	47,500	37.23%
Police Bonds & Fines	76,888	277,073	570,000	48.61%
Interest Earnings	7,119	69,257	120,000	57.71%
Grant Revenues	14,000	33,743	66,032	51.10%
Miscellaneous Revenues	10,282	162,813	122,683	132.71%
Sub-Total Revenues	**1,409,519**	**5,824,721**	**16,077,281**	**36.23%**
TRSF FROM CAPITAL IMPROVEMENT	-		150,000	
Transfer from Emp Insuance	-	-	375,000 %	
Transfer from Utility Authority	122,138	488,550	1,465,650	33.33%
	122,138	**488,550**	**1,990,650**	**24.54%**
USE OF FUND BALANCE		0	2,571,015	
Total Revenues & Other Financing Sources	**1,531,656**	**6,313,271**	**20,638,946**	**30.59%**

Department:	This Period	Year-To-Date	Current FY24/25 Budget	% of Budget Y-T-D
City Administration	56,078	246,838	1,019,440	24.21%
City Clerk	9,094	39,492	118,646	33.29%
City Treasurer	34,170	147,748	483,756	30.54%
Legal Services - Attorney	5,289	22,179	136,000	16.31%
Law Enforcement - Police Dept	440,009	1,953,642	6,283,014	31.09%
Animal Control	17,633	56,624	209,815	26.99%
Fire Dept	345,311	1,444,867	4,523,585	31.94%
Parks, Rec & General Services	70,723	322,450	990,425	32.56%
Swimming Pool	6,308	95,346	320,926	29.71%
Municipal Court	8,865	85,341	178,839	47.72%
Community Development	37,474	176,481	706,180	24.99%
Public Library	58,063	245,987	742,733	33.12%
Street Department	98,511	453,378	1,691,783	26.80%
Economic Development	12,692	63,535	255,441	24.87%
Civil Emergency Management	27,864	116,391	417,682	27.87%
General Government	67,137	259,089	1,197,355	21.64%
City Garage	28,044	129,141	373,712	34.56%
Senior Citizens Center	7,412	34,201	105,968	32.27%
Sub-Total Operating Expenditures	**1,330,676**	**5,892,732**	**19,755,300**	**29.83%**
Other Financing Uses:				
P. TRSF to I.T. service Fund	27,892	111,570	334,714	33.33%
Transfer to Insurance Cash Fund	-	168,932	168,932	100.00%
Transfer to 911 Tax Fund	8,333	33,333	100,000	33.33%
Transfer to DMSC Fund	15,000	60,000	180,000	33.33%
Transfer to Cemetery Operations Fund	8,333	33,333	100,000	33.33%
Sub-Total Transfers Out	**59,559**	**407,169**	**883,646**	**46.08%**
Total Expenditures & Other Financing Sources	**1,390,235**	**6,299,900**	**20,638,946**	**30.52%**
Net Gain / (Loss) - *Excluding Balance Forward*	**141,421**	**13,370**	**0**	

City of Durant, Oklahoma
Capital Improvements Fund - UNAUDITED

Monthly Revenue and Expense Report
OCTOBER 31, 2024

Revenue Type:	This Period	Year-To-Date	Current FY24/25 Budget
Interest Earnings	7,177	45,757	-
Miscellaneous	-	36,967	36,967
CCPF Donation	-	77,600	230,000
Sale Of Property	-	242,775	242,775
FAA Grant	-	-	469,933
ODOT Streetscape V Grant	-	-	-
Private Donation	-	-	-
Homeland Security Grant	-	-	-
OPJ-BVP Bullet Proof Vest	-	-	7,154
2021 ARPA Grant	-	-	-
OWBR Loan Proceeds	-	-	1,938,473
Grant-2019 BOR-WEEG	-	-	-
Grant-2018 BOR-SWEP	-	-	-
OEM/911 MNGMNT AUTH GRANT	-	-	-
DOT REIMB. 78S UTILITY RE	-	-	-
EDA 08-01-05284 WWTP IMP 69%	-	-	-
County Fire Tax Fund	-	-	-
Sub-Total Revenues	**7,177**	**403,100**	**2,925,302**
TRSF From General Fund	-	-	-
TRSF From 1% S.T. Rev. Fund	222,409	881,160	2,460,102
TRSF From Airport Authority	-	25,500	25,500
Transfer from DCFA Fund-MISC	-	-	-
Transfer from Utility Authority	154,658	618,632	2,320,897
REIMB FROM CDBG	-	-	-
TRSF FR DCUASF 12-STRN 210	-	-	-
Transfer from UA 2020 STRN 210-052	-	1,321,982	4,951,568
Transfer from 2020 CWSRF 210-053	-	-	12,670,800
Transfer from 2023 CWSRF 210-058	-	-	22,534,500
Equipment Financing	-	-	1,365,000
TRSF From DCFA Fund-Misc			
CONTRIBUTED CAPITAL REVENUE (911 TRSF)	-	-	200,000
Sub-Total Transfers In	**377,067**	**2,847,275**	**46,528,367**
Balance Forward from FY24 (Unaudited)			**2,570,438**
Total Revenue & Other Financing Sources	**384,244**	**3,250,374**	**52,024,107**

Expenditure Type:	This Period	Year-To-Date	Current FY24/25 Budget
Law Enforcement - Police Dept	119,000	119,000	408,690
Animal Control Facility	-	5,382	941,786
Communication Ctr.	-	-	220,000
Fire Dept	503	503	809,559
Parks, Rec, & Gen Services	48,542	67,742	385,045
Pool	-	-	512,000
Community Development	-	-	-
Street	-	993,096	1,456,940
Economic Development	-	-	-
Civil Emergency Management	-	1,190	120,867
General Government	134,570	262,926	1,987,712
Information Technology	-	-	135,500
City Garage	-	-	240,200
Senior Citizens Center	-	-	50,000
Public Works Administration	26,327	26,327	146,327
Water / Sewer Line Maintenance	6,153	114,708	3,539,006
Water Treatment Plant	28,089	97,109	731,587
Wastewater Treatment Plant	42,477	42,477	89,000
Collection-Solid Waste	-	-	170,000
Lake Durant	18,500	93,441	401,435
Disposal- Solid Waste	-	142,996	723,139
Eaker Field Airport	3,340	88,866	1,598,099
Sub-Total Expenditures	**427,501**	**2,055,763**	**14,666,892**
Sub-total of Transfer Expenses	**-**	**-**	**-**
Total Expenses	**427,501**	**2,055,763**	**14,666,892**
2020U.S.S.T.R.N. Exp.	-	1,117	4,089,648
2020 CWSRF OWRB EXP.	82,760	90,116	10,733,067
2023 CWSRF WWTP IMPV.2 EXO	-	-	22,534,500
Total Fund Expenditures	**510,261**	**2,146,996**	**52,024,107**
Net Gain / (Loss) - *Excluding Balance Forward*	**(126,016)**	**1,103,379**	**-**

City of Durant, Oklahoma
Durant City Utilities Authority Fund 405 - Unaudited

Monthly Revenue and Expense Report
OCTOBER 2024 - 33.33% of Fiscal Year Lapsed

Revenue Type:	This Period	Year-To-Date	Current FY 24/25 Budget
Licenses and Permits	510	8,467	10,000
Laboratory Test Performed	2,196	6,444	20,000
Water Service - City-Wide	378,938	1,464,662	4,000,000
Water Sales - RW Dist. #2	31,709	58,862	37,000
Water Sales - RW Dist. #5	96,656	415,246	1,250,000
Sewer Service Fees	314,623	1,168,543	3,500,000
Sewer Excessive Strength Fees	12,609	57,070	16,800
Sanitation Service Fees	298,320	1,204,086	4,000,000
Sanitation - Roll off Bins Revenue	51,458	230,933	772,000
Sanitation - Compactor Revenue	48,065	192,538	600,000
Landfill Gate Fees (excluding Xfer ST.)	-	74,428	101,500
Transfer Station Fees Revenue	21,451	95,490	150,000
Interest Earnings	6,519	48,663	60,000
Agri. Lease Revenue	-	-	4,500
Late Payment Penalties	11,781	43,233	100,000
Non Payment Fee	10,026	37,992	120,000
Bad Debt Collect Fees Revenue	295	801	5,000
Water Tower Lease	8,630	29,118	90,000
DCUA Service Initiation Fee	2,910	13,260	30,000
Tap Fees: Water & Sewer	18,322	67,977	200,000
Recyclable Products SW Dis.	97	9,040	10,000
Interest Earnings in 2007 USSTRN Proj. Acct.	135	873	1,800
Miscellaneous Revenues	1,414	10,029	1,313
2020 Airport Tank Principal Pymt	-	21,464	21,464
2020 Airport Tank Interest Pymt	-	615	615
Trans from emp insurance 005	-	-	240,000
Trans from General Fund	-	-	-
Sub-Total Operating Revenues	**1,316,663**	**5,259,835**	**15,341,992**
USE OF FUND BALANCE			18,295
Total Revenues & Other Financing Sources	**1,316,663**	**5,259,835**	**15,360,287**

Expense Type:	This Period	Year-To-Date	Current FY 24/25 Budget
Public Works Administration	36,298	137,588	498,084
Utility Billing	50,936	226,353	710,177
Water/Sewer Line Maintenance	99,186	437,599	1,500,688
Water Treatment Plant	115,593	486,490	1,645,590
Wastewater Treatment Plant	80,868	367,649	1,288,001
Solid Waste - Collections	122,214	411,242	1,403,074
Utility General Administration	2,677	146,578	2,550,902
Lake Durant	6,318	19,511	51,300
Solid Waste - Disposals	120,968	609,263	1,900,393
Sub-Total Operating Expenses	**635,057**	**2,842,273**	**11,548,208**
Transfer to Insurance Cash Fund	-	255,522	255,522
Transfer to General Fund	122,138	488,550	1,465,650
Transfer to Capital Improvement Fund	154,658	618,632	1,855,897
Transfer to DMSC Fund 500	-	-	-
Transfer to Airport Authority	12,943	51,771	155,312
Transfer to DCUA Sinking Fund	6,642	26,566	79,698
Sub-Total Transfer Expenses	**296,380**	**1,441,041**	**3,812,079**
			-
Reserve - Contingency			-
DCUA Fund Expense & Transfer Totals:	**296,380**	**1,441,041**	**3,812,079**
Total Fund Expenses & Transfers	**931,437**	**4,283,314**	**15,360,287**
Net Gain / (Loss) - *Excluding Balance Forward*	**385,226**	**976,521**	**(0)**

City of Durant, Oklahoma
4.375% Sales Tax Revenue Breakdown

Current Month Sales Tax Revenue Detail		
1% Capital Improvements - for Debt Services/Payment	$380,235.00	
2% General Operations-For General Operation	$760,469.99	$1,140,704.99
1/4% Economic Development- Fund 110 for Indurstry Improv	$95,058.75	
1/4% Multi-Sports Facilities -For DMSC	$95,058.75	
1/4% SOSU Improvements-For SOSU Football Field & Arena	$95,058.75	
5/8% DISD Improvements - for High School	$237,646.87	$522,823.12
Total Sales Tax Rev. Nov. 2024, 4-3/8%	**$1,663,528.11**	

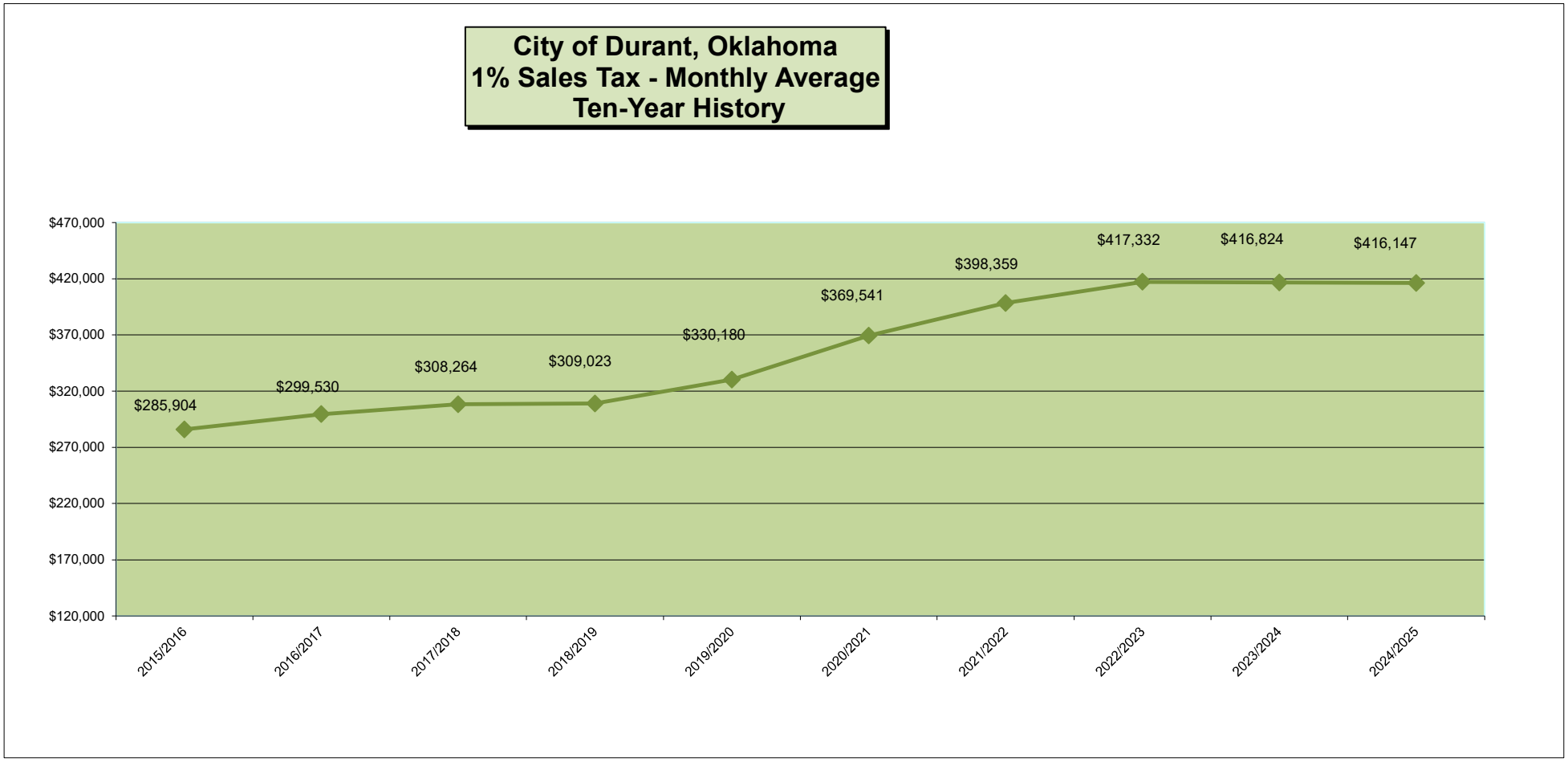
City of Durant, Oklahoma
Ten-Year History Report - 1% Sales Tax Revenue

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025	% Change	Single Month Period
July	$285,723	$282,117	$313,058	$329,525	331,058	376,455	411,465	429,866	428,333	**415,327**	-3.03%	June / July
August	$301,211	$314,889	$329,217	$323,680	343,378	371,268	405,522	436,588	445,870	**432,991**	-2.95%	July / Aug.
September	$310,412	$292,744	$298,291	$309,656	340,005	375,103	396,622	406,801	426,408	**424,939**	-0.36%	Aug. / Sept.
October	$292,477	$295,814	$313,960	$305,445	329,146	359,331	394,840	423,692	440,473	**427,244**	-3.12%	Sept. / Oct.
November	$263,753	$305,225	$317,104	$292,323	322,363	360,649	383,784	417,467	415,755	**380,235**	**-8.51%**	**Oct. / Nov.**
December	$280,961	$282,558	$287,917	$302,025	336,928	342,145	389,101	411,863	**415,785**			Nov. / Dec.
January	$303,941	$316,625	$319,265	$319,947	331,582	348,969	399,365	411,980	**417,692**			Dec. / Jan.
February	$282,081	$304,006	$314,369	$300,025	340,113	351,684	430,326	422,394	**419,238**			Jan. / Feb.
March	$255,710	$278,891	$281,267	$275,318	295,098	347,403	350,947	381,905	**377,515**			Feb. / March
April	$290,669	$305,276	$313,062	$299,350	328,110	333,643	403,097	406,036	**380,313**			March / Aprl.
May	$286,450	$317,742	$325,558	$332,701	331,431	439,672	411,741	**446,047**	**434,804**			Aprl. / May
June	$277,462	$298,475	**$286,097**	$318,281	$332,952	$428,168	$403,495	**$413,350**	**$399,706**			May / June
Total	**$3,430,849**	**$3,594,364**	**$3,699,166**	**$3,708,275**	**$3,962,165**	**$4,434,490**	**$4,780,305**	**$5,007,988**	**$5,001,890**	**$2,080,736**		8,868,979.72
FY Monthly Average	**$285,904**	**$299,530**	**$308,264**	**$309,023**	**$330,180**	**$369,541**	**$398,359**	**$417,332**	**$416,824**	**$416,147**		
% change from prior yr.	**1.57%**	**4.77%**	**2.92%**	**0.25%**	**6.85%**	**11.92%**	**7.80%**	**4.76%**	**-0.12%**	**-2.47%**		
$ change from prior yr.	**$52,906**	**$163,515**	**$104,802**	**$9,109**	**$253,889**	**391,781**	**345,815**	**227,683**	**(6,098)**	**(124,623)**		

urrent Month Sales Tax Revenue Deta				
1/4% Economic Development (effe	$95,058.75			
1/4% Multi-Sports Facilities (effec	$95,058.75			
1/4% SOSU Improvements (effecti	$95,058.75			
1% Capital Improvements (effectiv	$380,235.00			
2% General Operations	$760,469.99	Use Tax		**DISD Monthly**
5/8% DISD Improvements (effecti	$237,646.87	$46,126.36	**$283,773.23**	
Total Sales Tax Rev. Nov. 2024 @	**$1,663,528.11**			

** Per Ordinance #1589, Durant City Sales Tax Rate Increased from 3.75% to 4-3/8% (4.375%)*

1% Sales Tax - Current Annual Growth		
Previous 12 - Month Period	**Current 12 - Month Period**	**% Change**
$5,050,411	**$4,925,789**	**-2.47%**


City of Durant, Oklahoma
1% Sales Tax - Monthly Average
Ten-Year History
$470,000
$420,000
$370,000
$320,000
$270,000
$220,000
$170,000
$120,000
$285,904
$299,530
$308,264
$309,023
$330,180
$369,541
$398,359
$417,332
$416,824
$416,147
2015/2016
2016/2017
2017/2018
2018/2019
2019/2020
2020/2021
2021/2022
2022/2023
2023/2024
2024/2025

The City of Durant

Memorandum

Date: 12/10/2024
To: Mayor and City Council
From:
Re: Administration

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	Consider Approval of Resolution R-2024-16 Calling for Non-Partisan General Election of Council Member for Wards One and Two in the City of Durant, Oklahoma

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Council Member Positions for Ward One and Ward Two terms are expiring in April 2025. The fling period for municipal offices set by state law begins at 8:00 a.m. Monday, February 3, 2025, and ends at 5 p.m. on Wednesday, February 5, 2025. The non-partisan general election will be held on April 1, 2025.

Council Information / Action Requested

Approval of Resolution R-2024-16 Calling for Non-Partisan General Election of Council Member for Wards One and Two in the City of Durant, Oklahoma

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. R-2024-16 Calling for Municipal Election

RESOLUTION R-2024-16

A RESOLUTION CALLING FOR NON-PARTISAN GENERAL ELECTION OF COUNCIL MEMBER FOR WARDS ONE AND TWO IN THE CITY OF DURANT, OKLAHOMA

BE IT RESOLVED by the governing body of the City of Durant that for the purpose of electing officers of said City, that a nonpartisan general election shall be held on Tuesday, April 1, 2025; and

BE IT FURTHER RESOLVED that the filing period for electing officers of said City of Durant shall begin at 8:00 a.m. on Monday, February 3, 2025 and close at 5:00 p.m. on Wednesday, February 5, 2025; and

BE IT FURTHER RESOLVED that the officers of said City to be elected are nominated by ward and elected at large for Wards One and Two; and

BE IT FURTHER RESOLVED that the following officers will be elected for four year terms:

Council Member Ward One - Expires 2029
Council Member Ward Two - Expires 2029

BE IT FURTHER RESOLVED that each candidate must be a qualified elector by virtue of being a resident and registered voter within the ward for at least six (6) months prior to filing a declaration of candidacy; and

BE IT FURTHER RESOLVED that absentee ballots will be provided in accordance with Oklahoma state law.

BE IT FURTHER RESOLVED that the following precincts are only partially contained within municipal boundaries:

Precinct No. 070004 Poll Location: Ist Baptist Church of Durant, Durant
Precinct No. 070016 Poll Location: Roberta Baptist Church, Durant
Precinct No. 070017 Poll Location: Rock Community Building, Caddo
Precinct No. 070018 Poll Location: Calera Methodist Fellowship Bldg, Calera
Precinct No. 070019 Poll Location: Kiamichi Tech, Wes Watkins Rm., Durant
Precinct No. 070021 Poll Location: Cobb Community Building, Durant
Precinct No. 070026 Poll Location: Victory Tabernacle, Durant
Precinct No. 070027 Poll Location: 7th Day Adventist, Durant
Precinct No. 070033 Poll Location: Faith Lutheran Church, Durant

BE IT FURTHER RESOLVED that the following precinct contains uninhabited municipal territory but will remain open for the election:

Precinct No. 070016 Poll Location: Roberta Baptist Church, Durant

ADOPTED this 10th day of December, 2024.

CITY OF DURANT, OKLAHOMA

_____
MARTIN TUCKER, MAYOR

ATTEST:

_____
CYNTHIA PRICE, CITY CLERK

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	1) Consider Approval of Mayoral Recommendation for Municipal Judge for New Judicial Term Beginning January 13, 2025 and Ending January 4, 2027; 2) Consider Approval of Mayoral Recommendation for Alternate Municipal Judge for New Judicial Term Beginning January 13, 2025 and Ending January 4, 2027.

The Request for Applications Packet was sent out to eight area attorneys including the current municipal judge and the current alternate municipal judge. This is a two year term which would begin January 13, 2025 and end January 4, 2027. I received one letter announcing the writer's candidacy for the position of municipal judge. I received resumes from two other individuals for consideration for either the municipal judge or alternate municipal judge positions.

Council Information / Action Requested

1) Approval of Mayoral Recommendation of Municipal Judge for New Judicial Term Beginning January 13, 2025 and Ending January 4, 2027;

2) Approval of Mayoral Recommendation of Alternate Municipal Judge for New Judicial Term Beginning January 13, 2025 and Ending January 4, 2027.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Cynthia Price, City Clerk
Re:	Consider Approval of Lease Agreement Between the City of Durant and Trussworks, LLC

Trussworks LLC is a current tenant of the building. The tenant wants to enter into another lease but proposed changes in the terms and conditions. The city attorney has reviewed the lease and approved the contract as to form. Staff recommends approval of the lease.

Council Information / Action Requested
Approval of Lease Agreement Between the City of Durant and Trussworks, LLC

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:
1. C-2024-58 Trussworks LLC Lease Agreement

LEASE AGREEMENT

STATE OF OKLAHOMA)
:ss
COUNTY OF BRYAN)

This lease made and entered into by and between the CITY OF DURANT, an Oklahoma municipal corporation, hereinafter referred to as "Lessor" or "City" and TRUSSWORKS, LLC, an Texas limited liability company, hereinafter referred to as "Lessee":

WITNESSETH:

1. That Lessor is the owner of the herein described property and hereby agrees to lease to Lessee and Lessee hereby agrees to lease from City a portion of a building and grounds located on the property described as follows:

A portion of the E/2 SW/4 of Section 18, Township 7 South, Range 9 East, Bryan County, Oklahoma described as: Beginning at a point 330 feet East of the Southeast corner of the NW/4 SW/4 of Section 18, Township 7 South, Range 9 East, thence, North 631 feet; thence, East 550 feet; thence, South 871 feet; thence, West 550 feet; thence, North 240 feet to the point of beginning, containing 10 acres, more or less.

2. The term of this lease shall be three (3) years, beginning on the 15th day of December, 2024, and expiring on November 30, 2027. However, Lessee reserves the right to terminate this agreement by written notice to Lessor at least 60 days prior to vacating the premises. In the event of early termination of the agreement, Lessee agrees to pay to Lessor a sum equal to six (6) months' rent ($36,000.00).

3. The rent provided in this lease is based on Lessee providing fifteen (15) full time employees at the end of the first year rental period; twenty (20) full time employees at the end of the second year rental period; twenty-five (25) full time employees at the end of the third year rental period. At the end of each year rental period, Lessee shall provide certification of the number of employees at the request of the Lessor. Failure to report after the request shall be grounds for termination of this agreement. The rental for the three (3) years shall be $6,000.00 per month, the first payment on the 1st day of December 2024 and a like payment on the 1st day of each month thereafter during the term of the lease, payable to the City of Durant, at 300 W. Evergreen Street, Durant, OK 74701.

4. That should Lessee fail to provide the number of full-time employees as above indicated, the rent as hereto provided shall terminate and new rental terms shall be negotiated between Lessor and Lessee. In the event negotiations fail, the parties agree to submit this issue to mediation.

5. The Leased Premises is described as approximately FIFTY THOUSAND SQUARE FEET (50,000 sq. ft.) being the most easterly portion of the building and an additional TWELEVE THOUSAND SQUARE FEET (12,000 sq. ft.) comprised of the north half of the building (the “Leased Premises” or “Premises”). Lessee shall share a common entryway to the office, hallways and toilets as common areas with any other tenants.

The Leased Premises shall include outdoor storage space on the easterly one-half of the grounds being described in Paragraph 1.

6. The Leased Premises and facilities may be used by the Lessee for manufacturing purposes and, at its election, for any other lawful purpose, subject to the zoning ordinances of the City of Durant. Lessee shall at no time during the term hereof commit waste on the Premises or conduct its operations thereon in such a manner as to create any public nuisance or violate any applicable law, rule, regulation or ordinance.

7. Lessee agrees to be obligated for all expenses in connection with the operation and maintenance of the building thereon and additions thereto, including, but without limitation, repairs, alterations and modifications to the building, both internally and externally, cost of Lessee insurance, utilities, and solid waste disposal, except, Lessor shall be responsible for payment of all metered water used at the Leased Premises.

8. Lessee shall have the right to make such alterations, improvements and changes to the leased portion of the building as Lessee may deem necessary provided that prior to making any such structural alterations, improvements or changes, Lessee shall obtain Lessor's written approval of plans and specifications therefore, which approval Lessor shall not unreasonably withhold, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements or changes. Prior to commencing any work that will cost in excess of Five Thousand Dollars ($5,000.00), Lessee shall furnish Lessor, on demand, with good and sufficient surety bond insuring the completion of such work and the payment of all expenses therefore.

9. Lessee shall, throughout the term of this lease, at its own cost, and without any expense to Lessor, keep and maintain the Leased Premises, and improvements of every kind which may be a part thereof, and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary and neat order, condition and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Leased Premises or improvements thereon. Lessee shall also comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the demised Premises, the improvements thereon or any activity or condition on or in such Premises.

10. Lessee shall keep the Leased Premises and every part thereof free and clear of any and all mechanic's, materialmen's liens and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement, or repairs or additions which Lessee may make or permit or cause to be made, or any work on construction by, for or permitted by Lessee on or about the Premises, or any obligations of any kind incurred by Lessee, and at all items promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to indemnify Lessor and all of the Premises and all buildings and improvements thereon against all such liens and claims of liens and suits or other proceedings pertaining thereof.

11. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whatsoever may at any time be using or occupying or visiting the Premises or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor, or user of any portion of the Premises, or shall result from or be used by any other matter or thing whether of the same kind as or of a difference kind that the matters or things above set forth, and lessee shall indemnify Lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the Premises and to the property of Lessee in, on or about the Premises, and for injuries, to persons or property in or about the Premises, from any cause arising at any time. The two preceding sentences shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of Lessor, its agents or employees.

12. Lessor shall, at all times during the term of this lease and at Lessor's sole expense, keep the Leased Premises insured against loss or damage by fire and other hazards. In the event of such loss, Lessor may terminate the lease or repair the Premises, at its option. Lessee shall be responsible for insuring its properties at its discretion.

13. Lessee, shall maintain in effect through the term of this lease personal injury liability insurance covering the Premises and its appurtenances and the sidewalks fronting thereon in the amount of One Hundred Thousand Dollars ($100,000.00) for injury to or death to any one person, and Three Hundred Thousand Dollars ($300,000.00) for injury to or death to any number of persons in one occurrence and property damage liability insurance in the amount of One hundred thousand dollars ($100,000.00). Such insurance shall specifically insure Lessee against all liability assumed by it hereunder, as well as liability imposed by law, and shall insure both Lessor and Lessee, and shall be so endorsed as an additional insured.

14. In the event of any breach of this lease by Lessee, Lessor shall have and exercise any of the rights or remedies available to it under statutory and case law for commercial leases within the State of Oklahoma. Nothing herein shall be deemed to limit Lessor's rights or remedies in case of any default under this lease by Lessee. In addition to any rights or remedies available to Lessor in case of default under this lease by Lessee, Lessor shall have the right to re-entry and may remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Prior to re-entry under this section, Lessor shall give to Lessee, ten (10) days prior written notice, and re-entry will only be exercised by Lessor if Lessee has not provided Lessor with proof of cure of such condition of default, within ten (10) days after notice.

15. Lessee shall not assign or transfer this lease or any interest herein, without the prior written consent of Lessor and consent to assign shall not be deemed to be a consent to any subsequent assignment. Any such assignment without such consent shall be null and void, and shall, at the option of the Lessor terminate this lease. Neither this lease nor the leasehold estate of Lessee hereunder in the demised Premises, or any building or improvements thereof, shall be subject to

involuntary assignment, transfer or sale, or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted operation of law in any manner whatsoever; and any such attempted involuntary assignment, transfer or sell shall be void and of no effect and shall at the option of Lessor, terminate this lease.

16. It is agreed between the parties hereto that if Lessee shall be adjudicated a bankrupt or an insolvent or take the benefit of any Federal reorganization or composition proceeding or make a general assignment or take the benefit of any insolvency law, or if Lessee's leasehold interest under this lease shall be sold shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for Lessee, or if said Premises shall be abandoned or deserted, or if Lessee shall fail to perform any of the covenants or conditions of this lease on Lessee's part to be performed, or if this lease and the term of this lease, at Lessor's option shall expire and end, five (5) days after Lessor shall give Lessee written notice of such act, condition or default, Lessee hereby agrees immediately to quit and surrender said Premises to Lessor; but this shall not impair or affect Lessor's right to maintain summary proceedings for the recovery of the possession of the demised Premises in any cases provided by law. If the term of this lease shall be so terminated, Lessor may immediately or at any time thereafter re-enter and repossess the Premises and remove all persons and property therefrom without being liable for trespass or damages.

17. No waiver of any condition or covenant of this lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other condition or covenant of this lease. The rights and remedies created by this lease are cumulative and the use of one remedy shall not operate to exclude or waive the right to the use of another.

IN WITNESS HEREOF this lease agreement is executed by the parties as of the day and year hereafter written

Dated:_____

CITY OF DURANT, OK
"Lessor"

BY:_____
MARTIN TUCKER, Mayor

ATTEST:

_____
CYNTHIA J. PRICE, City Clerk

Dated:_____

TRUSSWORKS, LLC.
"Lessee"

BY:_____
DON GROOM, CEO/Partner

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Phillip Hightower, Public Works Director
Re:	1) Consider Award of Bid for Motor Fuel Supply;
	2) Consider Approval of Contract Pursuant to Bid Award.

The bid was advertised on the city website continuously from September 30, 2024 through October 22, 2024. Three courtesy bid packets were sent. Two bids were received.

Council Information / Action Requested

1) Award of Bid for Motor Fuel Supply;

2) Approval of Contract Pursuant to Bid Award.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

The City of Durant

Memorandum

Date:	12/10/2024
To:	Mayor and City Council
From:	Pam Polk, City Manager
Re:	Consider Approval of State of Oklahoma Department of Transportation Supplemental and Modification Agreement No. 1 Project Maintenance, Financing, and Right of Way Agreement for Durant Rails to Trails, Project No. TAP-207F(112)TP, State Job No. 32983(04). (C-2024-63)

Council Information / Action Requested

Approval of State of Oklahoma Department of Transportation Supplemental and Modification Agreement No. 1 Project Maintenance, Financing, and Right of Way Agreement for Durant Rails to Trails, Project No. TAP-207F(112)TP, State Job No. 32983(04). (C-2024-63)

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. C-2024-63 Durant Rails to Trails Supplemental and Modification Agreement No. 1 NOT SIGNED

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

DURANT RAILS TO TRAILS

Project No.: TAP-207F(112)TP

State Job No.: 32983(04)

This Supplemental and Modification Agreement, made the day and year last written below, by and between the City of Durant, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

WHEREAS, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor.

NOW, THEREFORE: the Department and Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated TAP cost of $1,655,354 as described below:

Old Funding Table

FUNDING SOURCE =>			TAP		SPONSOR		REC TRAIL GRANT
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**	**AMOUNT**
32983(05)	Design -	$230,140	80	$184,112	20	$46,028	
32983(04)	Construction - (With 6% Inspection)	$1,712,534	80 up to a limit of	$1,173,862	Remainder	$298,672	$240,000
Total		**$1,942,674**	**Total=>**	**$1,357,974**	**Total=>**	**$344,700**	**$240,000**

New Funding Table

FUNDING SOURCE =>			TAP		SPONSOR		REC TRAIL GRANT
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**	**AMOUNT**
32983(05)	Design -	$230,140	80	$184,112	100	$46,028	
32983(04)	Construction - (With 6% Inspection)	$2,009,914	80	$1,471,242	20 capped at	$298,672	$240,000
Total		**$2,240,054**	**Total=>**	**$1,655,354**	**Total=>**	**$344,700**	**$240,000**

This supplement is to CAP the Sponsor funds

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases **(JP 32983(04,05)** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The SPONSOR will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the SPONSOR or additional funding will be requested. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF DURANT

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF DURANT

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government Division DATE

_____
Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

_____
General Counsel DATE

_____
Deputy Director DATE

THE CITY OF DURANT
Office of Community Development

Date: 12-4-24
To: **City Council**
Case: PC 2024-36
From: Paul Cottrell, Community Development
Re: Rezone & Replat

Request: Consider a request to rezone and re-plat the empty lot located at 301 N. 4th St to construct the new location for government administration offices for Bryan County. Bryan County is asking to go from current zoning of R-3 General Residential to c-3 General Commercial District

Current Zoning: R-3 General Residential.

Future Land Use: R-1 Low Density Residential

Surrounding Properties:

Direction	Zoning	Use
North	R-2	Single Family
East	R-3	Large Parking Lot
South	C-3	Commercial Use
West	R-3	Multi-Family

Applicant: Scott Goad County Commissioner

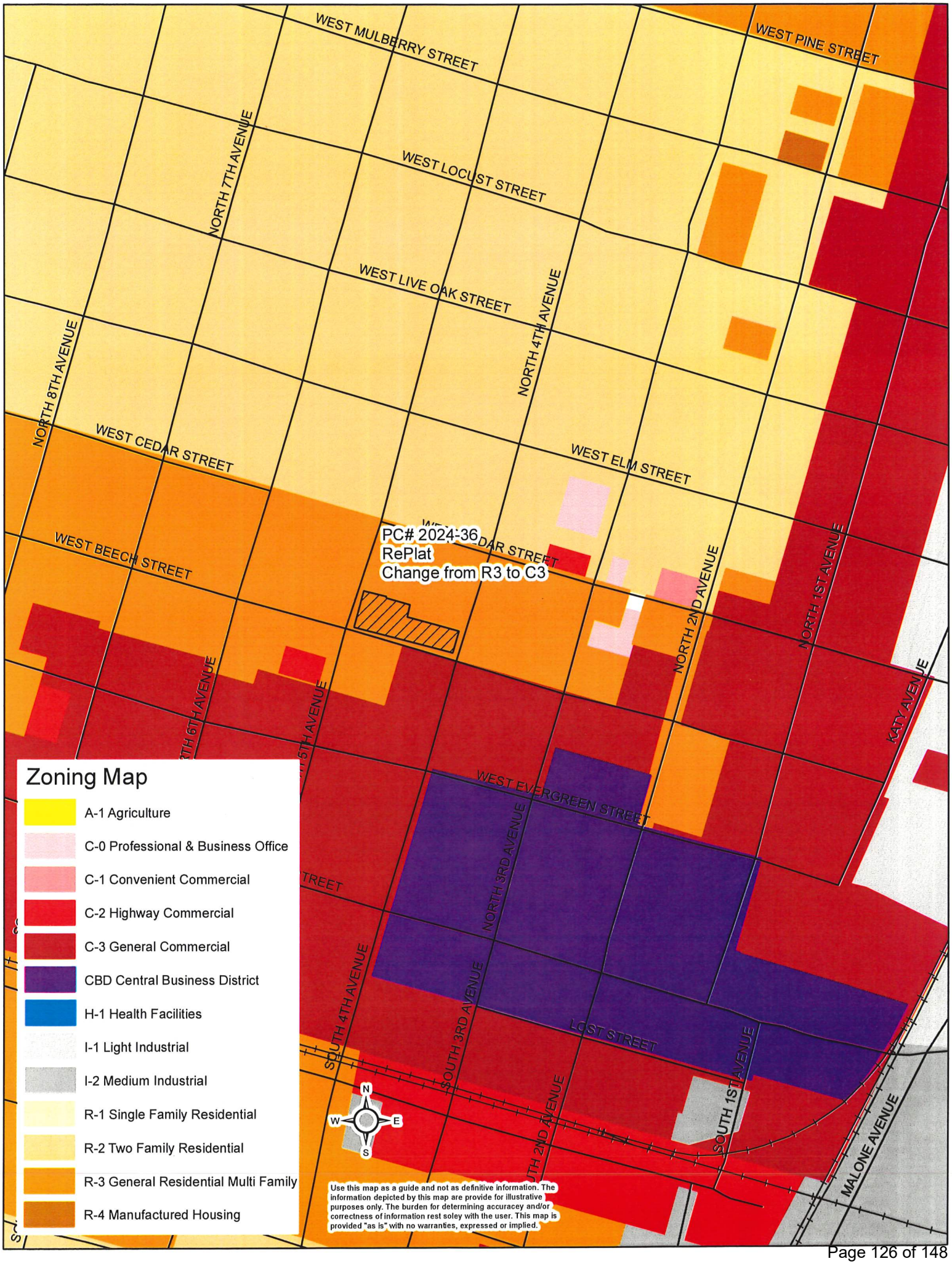
Background: Applicants approached staff seeking a rezone/re-plat in order to build their new admin offices.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any letters or phone calls regarding this request.

Analysis: Property is currently zoned R-3 with future land use showing R-1. Property does sit directly above the requested zoning. Commercial properties do run from proposed property down to first street.

Planning Commission Recommendation: With two members approving and three abstaining there was neither and approval or denial of proposed rezone and replat.

WEST MULBERRY STREET
WEST PINE STREET
WEST LOCUST STREET
WEST LIVE OAK STREET
WEST CEDAR STREET
WEST ELM STREET
WEST BEECH STREET
WEST EVERGREEN STREET
WEST MAIN STREET
WEST ARKANSAS STREET
WEST TEXAS STREET
LOST STREET
NORTH 8TH AVENUE
NORTH 7TH AVENUE
NORTH 6TH AVENUE
NORTH 5TH AVENUE
NORTH 4TH AVENUE
NORTH 3RD AVENUE
NORTH 2ND AVENUE
NORTH 1ST AVENUE
KATY AVENUE
SOUTH 7TH AVENUE
SOUTH 5TH AVENUE
SOUTH 4TH AVENUE
SOUTH 3RD AVENUE
SOUTH 2ND AVENUE
SOUTH 1ST AVENUE
MALONE AVENUE
PC# 2024-36
RePlat
Change from R3 to C3
N
W
E
S
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


WEST MULBERRY STREET
WEST PINE STREET
NORTH 7TH AVENUE
WEST LOCUST STREET
WEST LIVE OAK STREET
NORTH 4TH AVENUE
NORTH 8TH AVENUE
WEST CEDAR STREET
WEST ELM STREET
WEST BEECH STREET
PC# 2024-36
RePlat
Change from R3 to C3
NORTH 2ND AVENUE
NORTH 1ST AVENUE
KATY AVENUE
WEST EVERGREEN STREET
NORTH 3RD AVENUE
SOUTH 4TH AVENUE
SOUTH 3RD AVENUE
LOST STREET
SOUTH 1ST AVENUE
MALONE AVENUE
N
W
E
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Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
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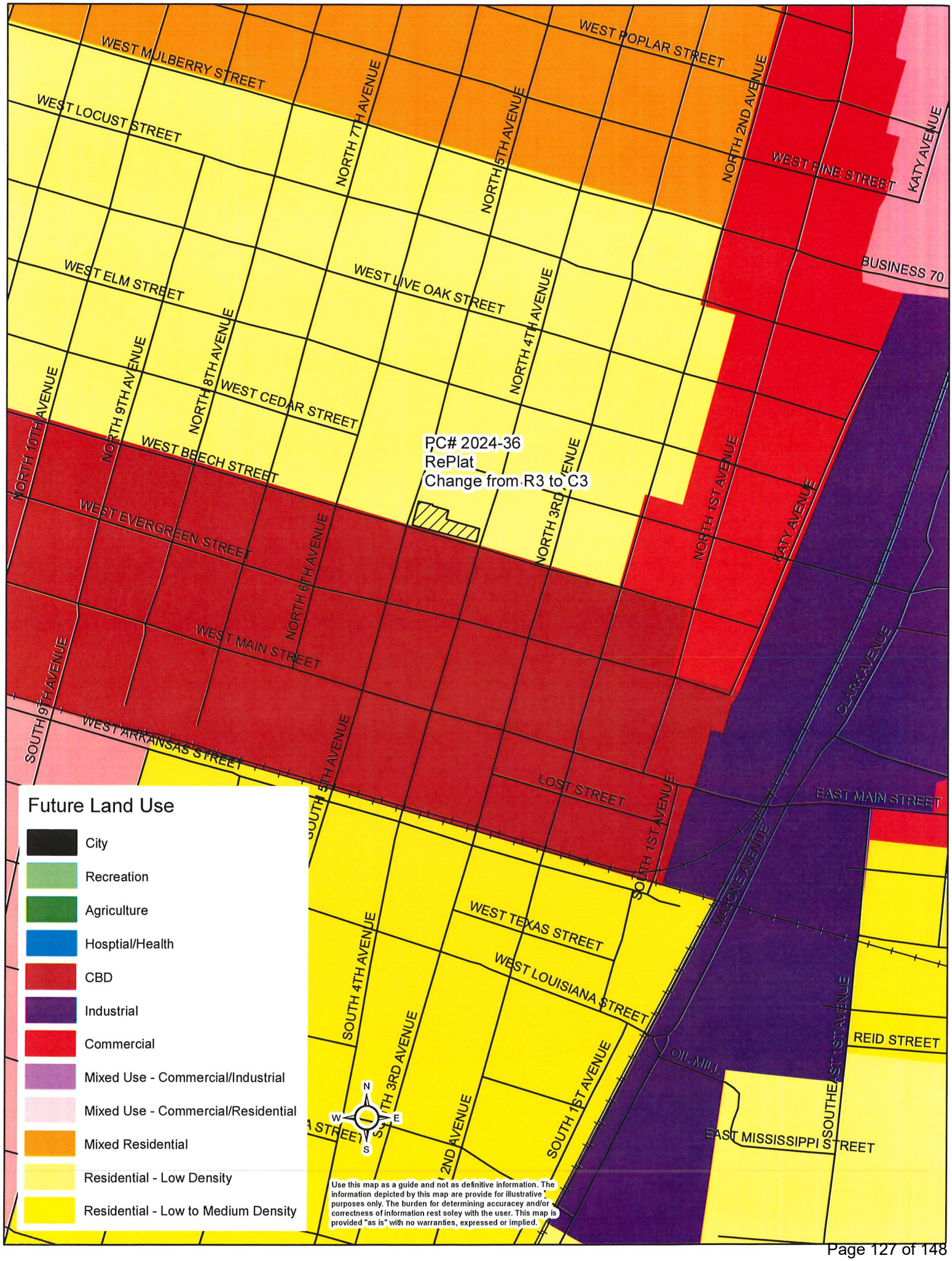
WEST POPLAR STREET
WEST MULBERRY STREET
WEST LOCUST STREET
NORTH 7TH AVENUE
NORTH 5TH AVENUE
NORTH 2ND AVENUE
WEST PINE STREET
KATY AVENUE
BUSINESS 70
WEST ELM STREET
WEST LIVE OAK STREET
NORTH 4TH AVENUE
NORTH 10TH AVENUE
NORTH 9TH AVENUE
NORTH 8TH AVENUE
WEST CEDAR STREET
WEST BEECH STREET
PC# 2024-36
RePlat
Change from R3 to C3
NORTH 3RD AVENUE
NORTH 1ST AVENUE
KATY AVENUE
WEST EVERGREEN STREET
NORTH 6TH AVENUE
WEST MAIN STREET
CLARK AVENUE
SOUTH 9TH AVENUE
WEST ARKANSAS STREET
SOUTH 5TH AVENUE
LOST STREET
SOUTH 1ST AVENUE
EAST MAIN STREET
MALONE AVENUE
WEST TEXAS STREET
WEST LOUISIANA STREET
SOUTH 4TH AVENUE
SOUTH 3RD AVENUE
REID STREET
OIL MILL
SOUTH 2ND AVENUE
SOUTH 1ST AVENUE
SOUTHEAST 1ST AVENUE
EAST MISSISSIPPI STREET
N
W
E
S
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
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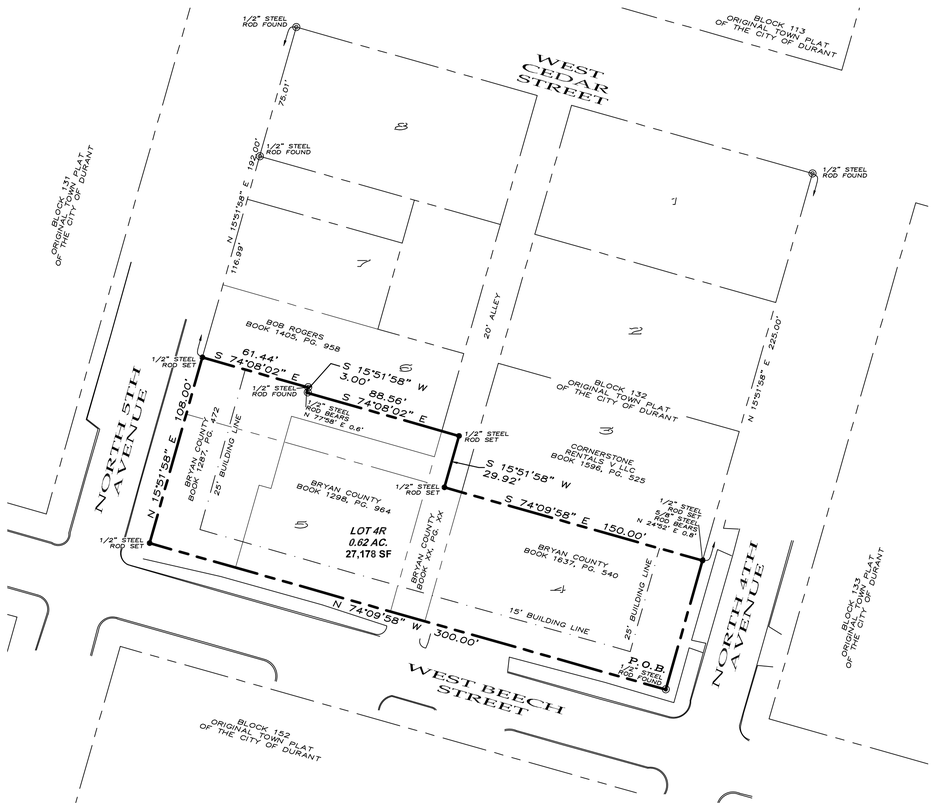
JOB NO. 24030276 PLAT

REPLAT OF
BLOCK 132, ALL OF LOTS 4 & 5 PART OF LOT 6 AND ALLEY ORIGINAL TOWN PLAT OF THE CITY OF DURANT

ADDITION HAS 1 LOT AND CONTAINS
0.62 ACRE, MORE OR LESS



GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

~BASIS OF BEARINGS~
OKLAHOMA STATE PLANE (NAD 83)
BEARINGS DERIVED BY DIFFERENTIAL G.P.S.
SECTION 32
TOWNSHIP 6 SOUTH, RANGE 9 EAST

LEGEND

- ● 1/2" STEEL ROD SET
- ◎ 1/2" STEEL ROD FOUND
- BOUNDARY LINE
- PROPERTY LINE
- BUILDING LINE

FLOOD ZONE INFORMATION

SUBJECT PROPERTY IS IN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 40013C 0310 E, DATED JUNE 1, 2011.

Notice: Selling a portion of this addition by metes and bounds is a violation of the city ordinance and state law and is subject to fines and withholdings of utilities and any limitations of the easements.

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of The City of Durant, Oklahoma.

Douglas W. Underwood DATE
Licensed Professional
Land Surveyor No. 1307
C.A. No. 2315

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DOUGLAS W. UNDERWOOD, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2024.

Notary Public in and for
the State of Texas

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENT:

That We, BRYAN COUNTY, OKLAHOMA, being the only owner of record of the following described real property to wit:

LEGAL DESCRIPTION:

Being a part of Section 32, Township 6 South, Range 9 East of the Indian Base and Meridian according to the Government Survey thereof, and being all of Lots 4 & 5 and part of Lot 6 and part of the alley in Block 132 of the Original Town Plat of the City of Durant, and being described by metes and bound as follows:

Beginning at a 1/2" steel rod found for the southeast corner of said Block 132, and at the intersection of the westerly right-of-way line of North 4th Avenue and the northerly right-of-way line of West Beech Street;

Thence North 74°09'58" West, with the southerly line of said Block 132, and the northerly right-of-way line of said West Beech Street, a distance of 300.00 feet to a 1/2" steel rod set for the southwest corner of said Block 132, and at the intersection of the northerly right-of-way line of said West Beech Street and the easterly right-of-way line of North 5th Avenue;

Thence North 15°51'58" East, with the westerly line of said Block 132, and with the easterly right-of-way line of said North 5th Avenue, a distance of 108.00 feet to a 1/2" steel rod set for the northwest corner of the herein described tract of land;

Thence South 74°08'02" East, crossing aforesaid Lot 6, a distance of 61.44 feet to a 1/2" steel rod found;

Thence South 15°51'58" West, continuing across said Lot 6, a distance of 3.00 feet to a point, from which a 1/2" steel rod bears North 77°58' East, a distance of 0.6 feet;

Thence South 74°08'02" East, continuing across said Lot 6, and crossing aforesaid Alley, a distance of 88.56 feet to a 1/2" steel rod set;

Thence South 15°51'58" West, continuing across said alley, a distance of 29.92 feet to a 1/2" steel rod set;

Thence South 74°09'58" East, continuing across said alley, and with the northerly line of aforesaid Lot 4, a distance of 150.00 feet to a 1/2" steel rod set, and from which a 5/8" steel rod bears North 24°52' East, a distance of 0.8 feet, and on the easterly line of aforesaid Block 132, and with the westerly right-of-way line of aforesaid North 4th Avenue;

Thence South 15°51'58" West, with the easterly line of said Block 132, and with the westerly right-of-way line of said North 4th Avenue, and with thea distance of 75.00 feet to the Point of Beginning and containing 0.62 acres (27,178 square feet) of land, more or less.

We hereby certify that we have caused this property to be surveyed into lots and this plat truly and correctly represents the subdivision made by the herein listed owners of the above described lands. We hereby offer for dedication to the public, use of all streets, avenues, parks, public facilities and easements as shown on this plat and to be hereafter known as THE REPLAT OF BLOCK 132, ALL OF LOTS 4 & 5, PART OF LOT 6 AND ALLEY, ORIGINAL TOWN PLAT OF THE CITY OF DURANT, a subdivision of a portion of Bryan County, State of Oklahoma, the transaction of this irrevocable offer of dedication shall be consummated upon the execution of the certificate for acceptance of dedication, for the purpose of providing an orderly development of THE REPLAT OF BLOCK 132, ALL OF LOTS 4 & 5, PART OF LOT 6 AND ALLEY, ORIGINAL TOWN PLAT OF THE CITY OF DURANT. Said property covered by said map or plat and dedication is subject to certain restrictions, reservations and covenants contained in a separate instrument, which will be filed for record in the Office of the County Clerk of Bryan County, Oklahoma, subsequent to the filing of this plat.

XXXX, MANAGER
BRYAN COUNTY

XXXX *DATE*

STATE OF OKLAHOMA
COUNTY OF BRYAN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared XXXX, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2024.

Notary Public in and for
the State of Oklahoma

DEPARTMENT OF ENVIRONMENTAL QUALITY APPROVAL

The Oklahoma State Department of Enironmental Quality, certifies that this plat is approved for the construction of a _____ sewage disposal system and a water system this _____ day of _____,2024.

ENVIRONMENTAL SPECIALIST

COUNTY TREASURER'S CERTIFICATE

I, _____,the duly and qualified County Treasurer of Bryan County, Oklahoma, do hereby certify that there are no unpaid taxes up to and including the year on the described real property known as THE REPLAT OF BLOCK 132, ALL OF LOTS 4 & 5, PART OF LOT 6 AND ALLEY, ORIGINAL TOWN PLAT OF THE CITY OF DURANT being a part of Bryan County, State of Oklahoma, and the required security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

Witness my hand this_____day of_____, 2024.

COUNTY TREASURER

STATE OF OKLAHOMA
COUNTY OF BRYAN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2024.

Notary Public in and for
the State of Oklahoma

COUNTY CLERKS CERTIFICATE

That I, the undersigned, do hereby certify that the THE REPLAT OF BLOCK 132, ALL OF LOTS 4 & 5, PART OF LOT 6 AND ALLEY, ORIGINAL TOWN PLAT OF THE CITY OF DURANT, a replat in Section 32, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma; Together with the Owners Certificate and the Surveyors Certificate on the same were presented to the County Clerk of Bryan County, Oklahoma for approval; that said plat, Owners Certificate and Surveyors Certificate being found to conform to the platting requirments in all respects, are in all things approved on this day of_____, 2024 at _____ and duly recorded in Book Number_____, Page Number_____.

TAMMY REYNOLDS DATE
COUNTY CLERK

CERTIFICATE OF ACCEPTANCE

Pursuant to the Durant Subdivision Regulations, this document was given approval by the Durant City Council at a meeting held the _____ day of _____, 20____. All of the conditions of approval having been completed, this document is hereby accepted and this certificate executed under the authority of such regulations.

DATE OF EXECUTION

ATTEST: CITY CLERK

MAYOR

CERTIFICATE OF FINAL APPROVAL

I, _____,Chairman of the City of Durant, Planning Commission for the City of Durant, State of Oklahoma, hereby certify that the said commission duly approved the THE REPLAT OF BLOCK 132, ALL OF LOTS 4 & 5, PART OF LOT 6 AND ALLEY, ORIGINAL TOWN PLAT OF THE CITY OF DURANT, this_____day of_____,2024.

CHAIRMAN

STATE OF OKLAHOMA
COUNTY OF BRYAN

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this_____day of_____, 2024.

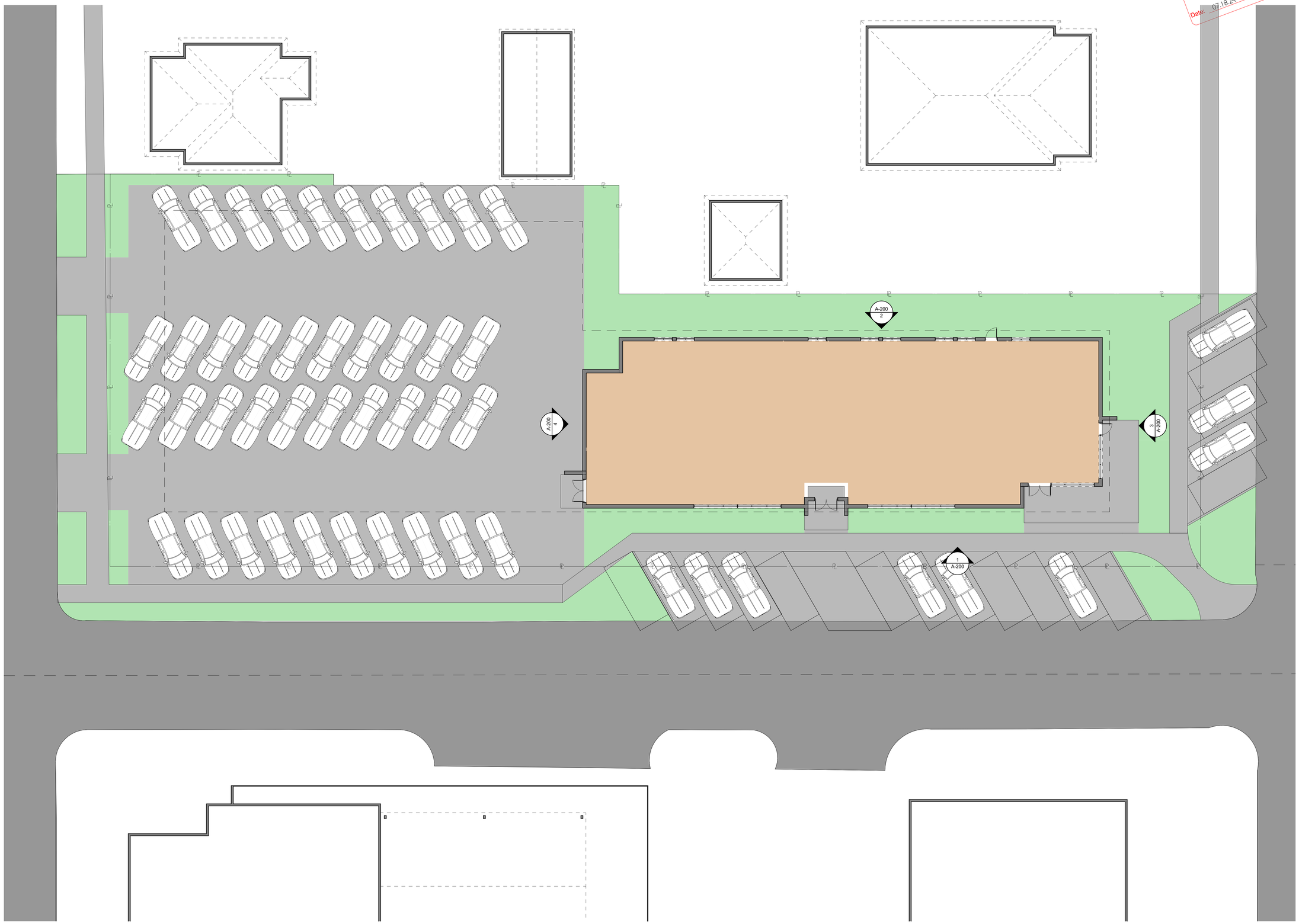
Notary Public in and for
the State of Oklahoma

OWNERS/DEVELOPER
BRYAN COUNTY
402 W. EVERGREEN ST.
DURANT, OK 74701

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

SHEET 1 OF 1

This document is preliminary in nature and is not a final signed and sealed document.
Date: 07.18.24 SD SET



1 PROPOSED SITE PLAN
SCALE: 1" = 10'

N

theorem.
design build create
126 North Fourth Ave Durant, OK 74701

CONSULTANT

NOT FOR CONSTRUCTION

Bryan County Administration Building

XXX TBD Avenue
Durant, OK 74701

Owner
Bryan County Commissioners
Durant, Oklahoma

MARK	DATE	DESCRIPTION

PROJECT NO:	23028
DATE:	07.18.24
DRAWN BY:	JSK
CHECKED BY:	XXX

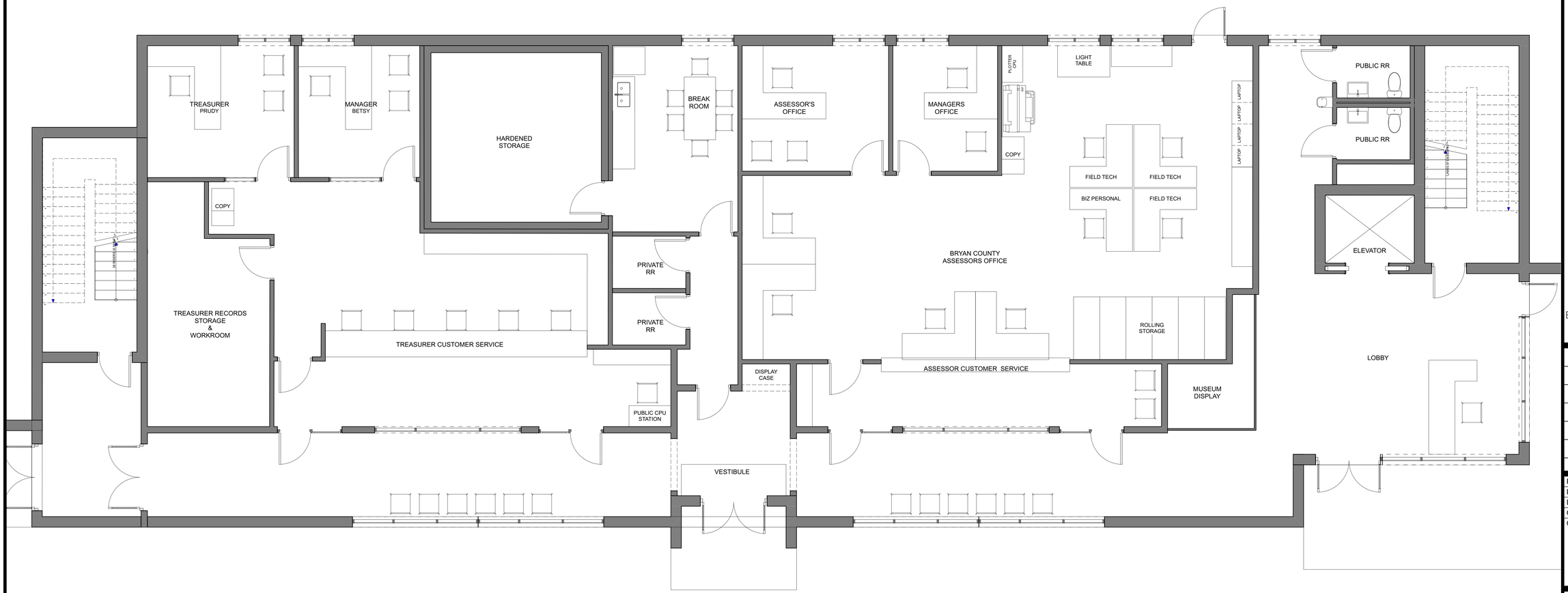
COPYRIGHT: 2024 Theorem, LLC

SHEET TITLE
SITE PLAN

AC-100

SHEET 3 OF 16

This document is preliminary in nature and is not a final signed and sealed document.
Date: 07.18.24 SD SET



1 PROPOSED 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

theorem design build create
126 North Fourth Ave Durant, OK 74701

CONSULTANT

NOT FOR CONSTRUCTION

Bryan County Administration Building
XXX TBD Avenue
Durant, OK 74701

Owner
Bryan County Commissioners
Durant, Oklahoma

MARK	DATE	DESCRIPTION

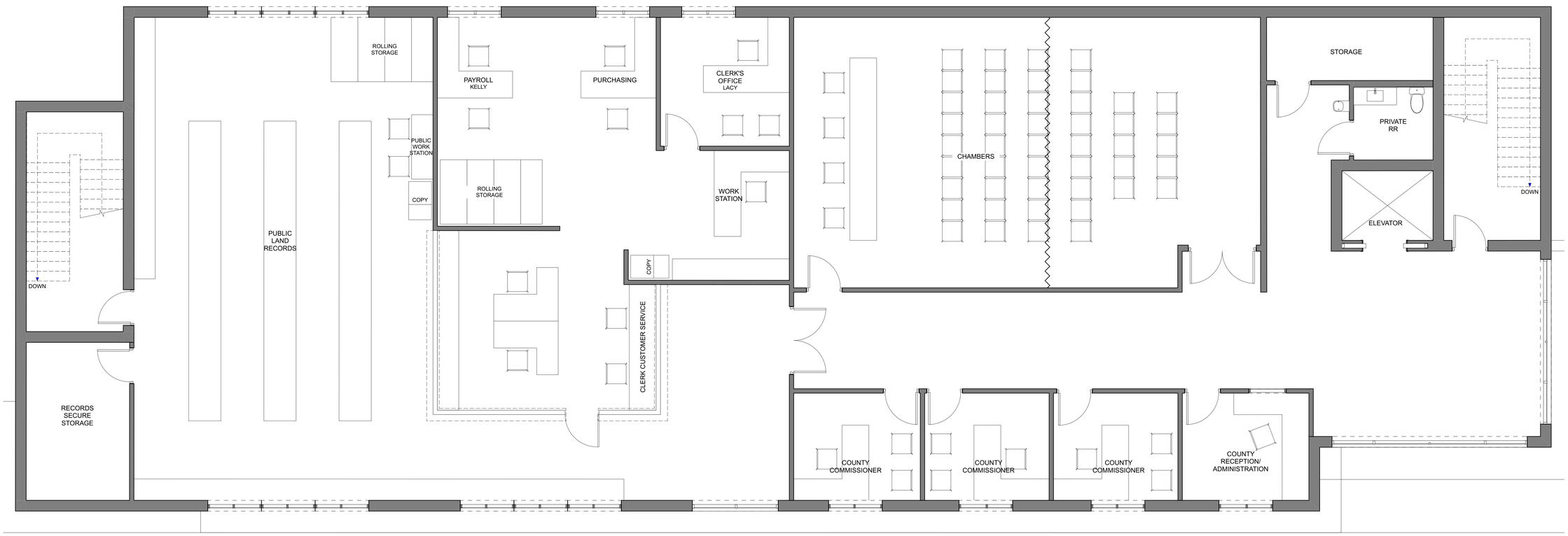
PROJECT NO:	23028
DATE:	07.18.24
DRAWN BY:	JSK
CHECKED BY:	XXX

COPYRIGHT: 2024 Theorem, LLC

SHEET TITLE
PROPOSED 1ST FLOOR PLAN

A-101
SHEET 5 OF 16

This document is preliminary in nature and is not a final signed and sealed document.
Date: 07.18.24 SD SET



1 PROPOSED 2ND FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

theorem. design build create
126 North Fourth Ave Durant, OK 74701

CONSULTANT

NOT FOR CONSTRUCTION

Bryan County Administration Building
XXX TBD Avenue
Durant, OK 74701

Owner
Bryan County Commissioners
Durant, Oklahoma

MARK	DATE	DESCRIPTION

PROJECT NO:	23028
DATE:	07.18.24
DRAWN BY:	JSK
CHECKED BY:	XXX

COPYRIGHT: 2024 Theorem, LLC

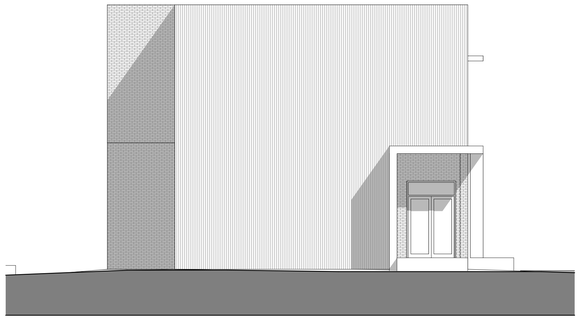
SHEET TITLE
PROPOSED 2ND FLOOR PLAN

A-102

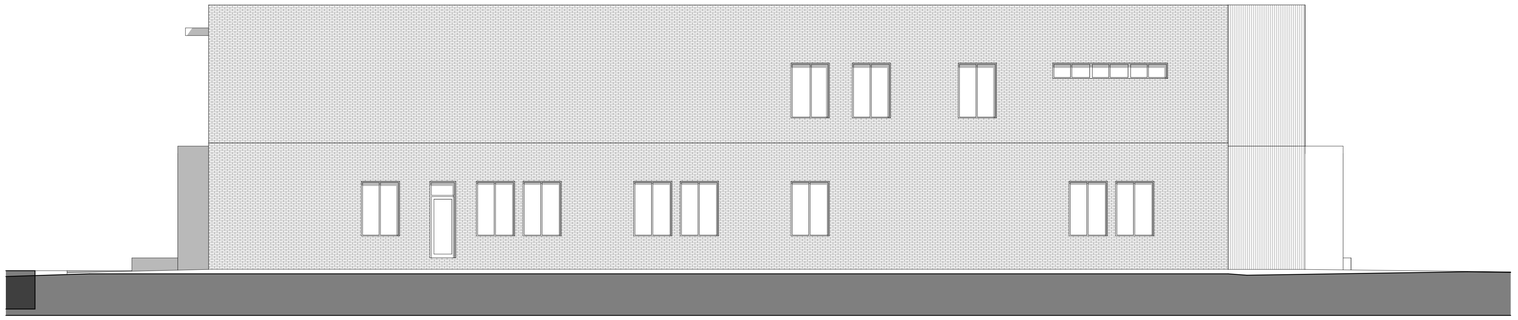
SHEET 6 OF 16

This document is preliminary in nature and is not a final signed and sealed document.
Date: 07.18.24 SD SET

3 A-200 EAST ELEVATION
SCALE: 1/8" = 1'-0"



4 A-200 WEST ELEVATION
SCALE: 1/8" = 1'-0"



2 A-200 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

1 A-200 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

theorem. design build create
126 North Fourth Ave Durant, OK 74701

CONSULTANT

NOT FOR CONSTRUCTION

Bryan County Administration Building
XXX TBD Avenue
Durant, OK 74701

Owner
Bryan County Commissioners
Durant, Oklahoma

MARK	DATE	DESCRIPTION

PROJECT NO:	23028
DATE:	07.18.24
DRAWN BY:	JSK
CHECKED BY:	XXX

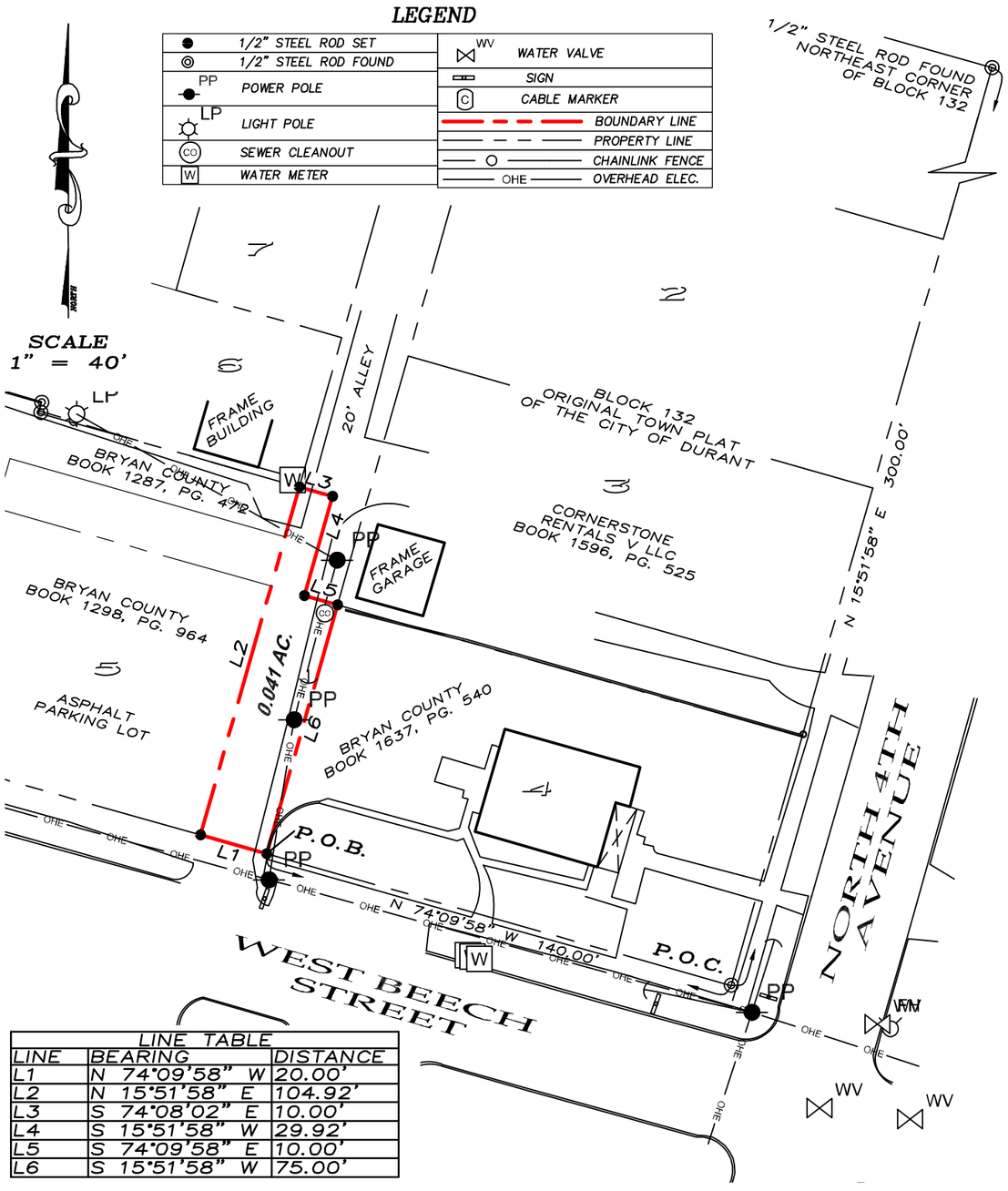
COPYRIGHT: 2024 Theorem, LLC

SHEET TITLE
EXTERIOR ELEVATIONS

A-200
SHEET 11 OF 16

BOUNDARY SURVEY

JOB NO. 24030276 ALLEY
FW: ASU – DFT: BH



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 74°09'58" W	20.00'
L2	N 15°51'58" E	104.92'
L3	S 74°08'02" E	10.00'
L4	S 15°51'58" W	29.92'
L5	S 74°09'58" E	10.00'
L6	S 15°51'58" W	75.00'

NO CERTIFICATION IS MADE AS TO THE EXISTENCE OR EFFECT OF EASEMENTS, RIGHTS–OF–WAY, COVENANTS, APPURTENANCES, OR ENCUMBRANCES EMBRACED BY THE SUBJECT PROPERTY.

ONLY VISIBLE UTILITIES HAVE BEEN SHOWN ON THE ABOVE PLAT, OTHERS MAY EXIST.

NOTE: THIS PLAT AND THE SURVEY MEET THE MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

LEGAL DESCRIPTION:

Being a part of Section 32, Township 6 South, Range 9 East of the Indian Base and Meridian according to the Government Survey thereof, and part of the alley in Block 132 of the Original Town Plat of the City of Durant, and being described by metes and bound as follows:

Commencing at a 1/2" steel rod found for the southeast corner of said Block 132, and at the intersection of the westerly right–of–way line of North 4th Avenue and the northerly right–of–way line of West Beech Street;

Thence North 74°09'58" West, with the southerly line of said Block 132, and with the northerly right–of–way line of said West Beech Street, a distance of 140.00 feet to a 1/2" steel rod set for the True Point–of–Beginning, and at the intersection of the northerly right–of–way line of said Beech Street and the easterly line of aforesaid alley;

Thence North 74°09'58" West, with the southerly line of said Block 132, and with the northerly right–of–way line of said West Beech Street, a distance of 20.00 feet to a 1/2" steel rod set, and at the intersection of the northerly right–of–way line of said Beech Street and the westerly line of said alley;

Thence North 15°51'58" East, with the westerly line of said alley, a distance of 104.92 feet to a 1/2" steel rod set;

Thence South 74°08'02" East, crossing said alley, a distance of 10.00 feet to a 1/2" steel rod set;

Thence South 15°51'58" West, continuing across said alley, a distance of 29.92 feet to a 1/2" steel rod set;

Thence South 74°09'58" East, continuing across said alley, a distance of 10.00 feet to a 1/2" steel rod set, and on the easterly line of said alley;

Thence South 15°51'58" West, with the easterly line of said alley, a distance of 75.00 feet to the Point of Beginning and containing 0.041 acres of land, more or less.

I, Douglas W. Underwood, Professional Land Surveyor, hereby certify that a boundary survey was made on the ground on the property legally described herein, prepared under my direct supervision, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

REGISTERED PROFESSIONAL LAND SURVEYOR
DOUGLAS W. UNDERWOOD
LS 1307
OKLAHOMA

Douglas W. Underwood
Licensed Professional
Land Surveyor No. 1307
C.A. No. 2315
DATE OF SURVEY: 03/19/24

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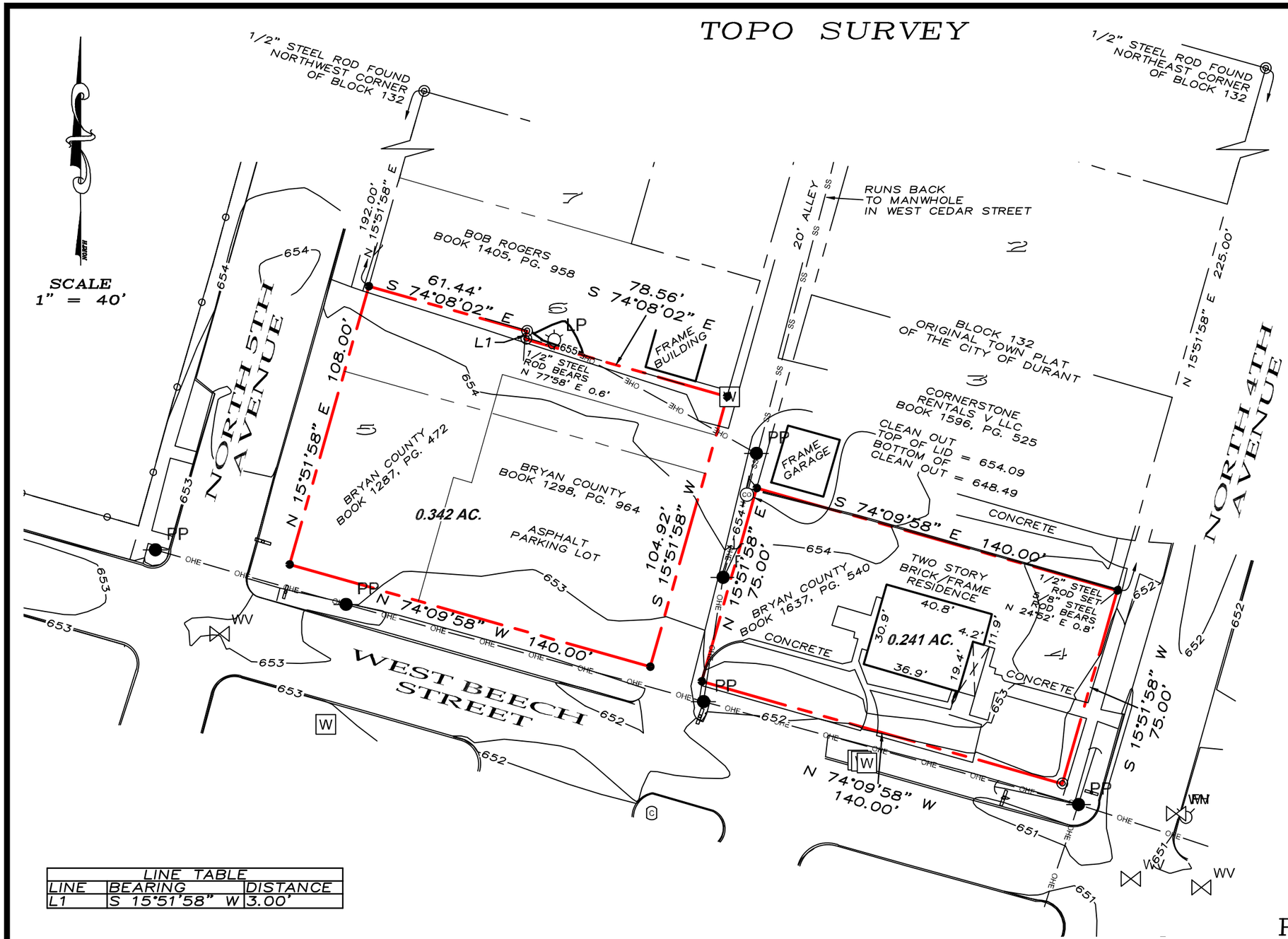
~BASIS OF BEARINGS~
OKLAHOMA STATE PLANE (NAD 83)
BEARINGS DERIVED BY DIFFERENTIAL G.P.S.

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151

TOPO SURVEY

JOB NO. 24030276 TOPO
FW: ASU – DFT: BH

SCALE
1" = 40'



LEGEND

●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
PP	POWER POLE
LP	LIGHT POLE
CO	SEWER CLEANOUT
W	WATER METER
WV	WATER VALVE
	SIGN
C	CABLE MARKER
	BOUNDARY LINE
	PROPERTY LINE
	CHAINLINK FENCE
OHE	OVERHEAD ELEC.

REGISTERED PROFESSIONAL LAND SURVEYOR
DOUGLAS W. UNDERWOOD
LS 1307
OKLAHOMA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 15°51'58" W	3.00'

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~BASIS OF BEARINGS~
OKLAHOMA STATE PLANE (NAD 83)
BEARINGS DERIVED BY DIFFERENTIAL G.P.S.

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151

TOPO SURVEY
PART OF BLOCK 132
ORIGINAL TOWN PLAT
OF THE CITY OF DURANT

DATE OF SURVEY: 03/19/24

ORDINANCE NO. O-2024-14

AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended to replace the R-3, General Residential District with the C-3 General Commercial District for property located at 301 N. 4th Ave, in Durant, and more particularly described as;

Being a part of Section 32, Township 6 South, Range 9 East of the Indian Base and Meridian according to the Government Survey thereof, and being all of Lots 4 & 5 and part of Lot 6 and part of the alley in Block 132 of the Original Town Plat of the City of Durant, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southeast line of said Block 132, and at the intersection of the westerly right-of-way line of North 4th Avenue and the northerly right-of-way line of West Beech Street; Thence North 74°09'58" West, with the southerly line of said Block 132, and the northerly right-of-way of said West Beech Street, a distance of 300.00 feet to a 1/2" steel rod set for the southwest corner of said Block 132, and at the intersection of the northerly right-of-way line of said West Beech Street and the easterly right-of-way line of North 5th Avenue; Thence North 15°51'58" East, with the westerly line of said Block 132, and with the easterly right-of-way of said North 5th Avenue, a distance of 108.00 feet to a 1/2" steel rod for the northwest comer of the herein described land; Thence South 74°08'02" East, crossing aforesaid Lot 6, a distance of 61.44 feet to a 1/2" steel rod found; Thence South 15°51'08" West, continuing across said Lot 6, and crossing aforesaid Alley, a distance of 88.56 feet to a 1/2" steel rod set; Thence South 74°08'02" East, continuing across said Lot 6, and crossing aforesaid Alley, a distance 88.56 feet to a 1/2" steel rod set; Thence South 15°51'58" West, continuing across said alley, a distance of 29.93 feet to a 1/2" steel rod set; Thence South 74°09'58" East, continuing across said alley, and with the northerly line of aforesaid Lot 4, a distance of 150.00 feet to a 1/2" steel rod set, and from which a 5/8" steel rod bears North 24°52' East, a distance of 0.8 feet, and on the easterly ling of aforesaid Block 132, and with the westerly right-of-way line of aforesaid North 4th Avenue; Thence South 15°51'58" West, with the easterly line of said Block 132, and with the westerly right-of-way line of said North 4th Avenue, and with the distance of 75.00 feet to the Point of Beginning.

.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this_____ day of _____, 2024.

_____
Martin Tucker, Mayor
City Of Durant, Oklahoma

ATTEST:

_____
Cynthia J. Price, City Clerk

THE CITY OF DURANT
Office of Community Development

Date: 12-4-24
To: **City Council**
Case: CC 2024-39
From: Paul Cottrell, Community Development
Re: Rezone & Plat (Preliminary) by Young Properties Group LLC

Request: Request: Consider a request from the Young Properties Group LLC for a rezone and preliminary plat of the property located south/southwest of S 22nd & W Mississippi. Owner wishes to build a new subdivision with approximately 128 single family homes and possibly multi-family in the future.

Current Zoning: A1- Agricultural, I-2 Small Part of the NW Corner.

Future Land Use: Residential Low Density

Surrounding Properties:

Direction	Zoning	Use
North	I-2	Medium Industrial
East	R-3/A-1	Single Family/ Agricultural
South	R-3/A-1	Single Family/ Agricultural
West	Hwy 69/75	Highway

Applicant: Young Properties Group LLC

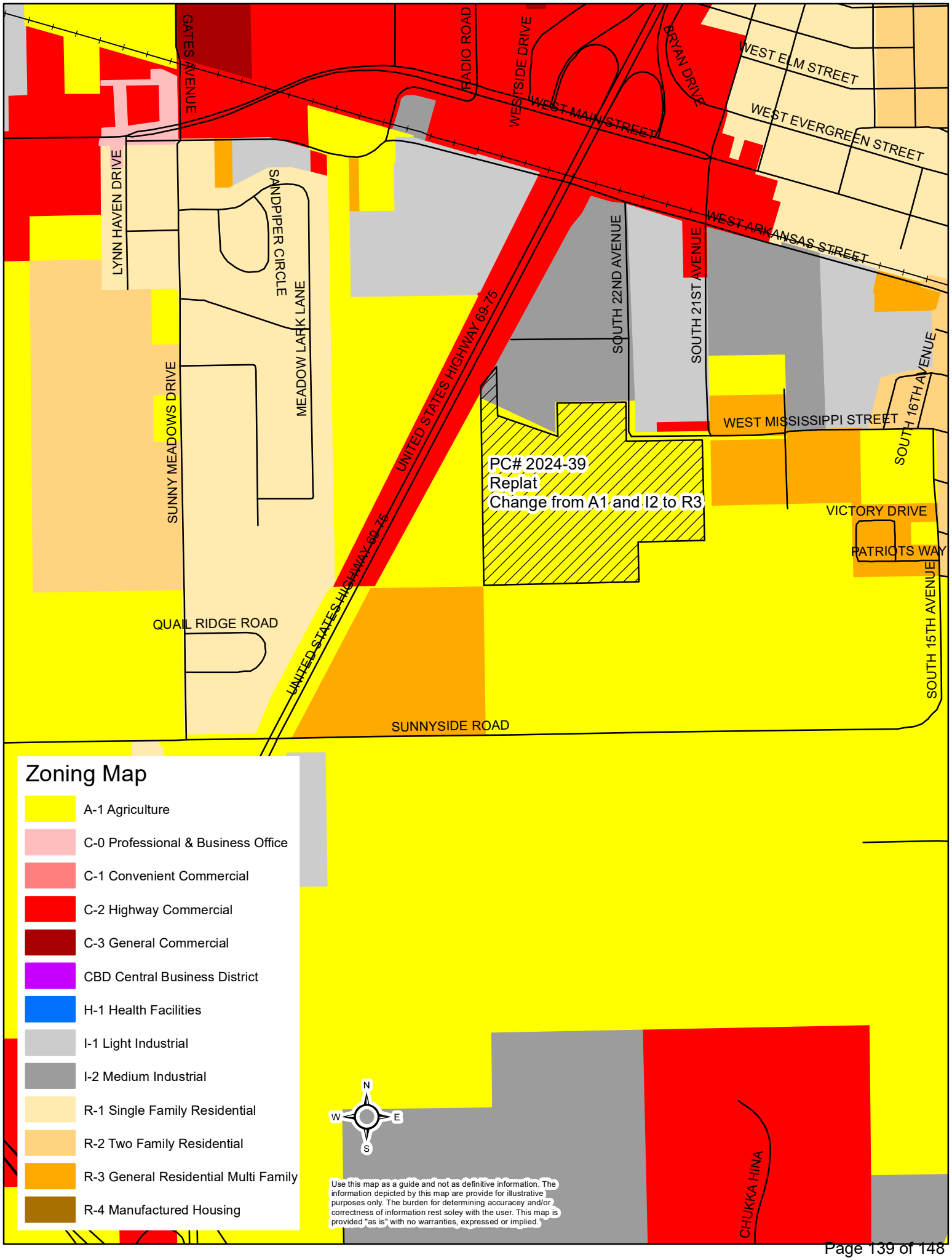
Background: Applicant approached staff with the desire to plat and rezone current property in order to build a single family subdivision with the possibility of constructing multi-family structures in the future. Notifications have been made to the surrounding property owners and at the time of this report staff has not received any letters or phone calls regarding this request.

Notifications have been made to the surrounding property owners and at the time of this report staff has not received any letters or phone calls regarding this request.

Analysis: All utilities have confirmed they will be able to provide services. There is a natural gas right of way running through the proposed subdivision that has a 50 foot right of way. Owner has signed approval from ONG and will have a 50 foot median. Utilities have all confirmed services, egress has been met.

Planning Commission Recommendation: Approve proposal with a contingency that the final plat closely reflect the preliminary plat proposed.

Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracey and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


GATES AVENUE
RADIO ROAD
WESTSIDE DRIVE
BRYAN DRIVE
WEST ELM STREET
WEST EVERGREEN STREET
WEST MAIN STREET
WEST ARKANSAS STREET
LYNN HAVEN DRIVE
SANDPIPER CIRCLE
MEADOW LARK LANE
SUNNY MEADOWS DRIVE
UNITED STATES HIGHWAY 69-75
SOUTH 22ND AVENUE
SOUTH 21ST AVENUE
SOUTH 16TH AVENUE
WEST MISSISSIPPI STREET
PC# 2024-39
Replat
Change from A1 and I2 to R3
VICTORY DRIVE
PATRIOTS WAY
SOUTH 15TH AVENUE
QUAIL RIDGE ROAD
SUNNYSIDE ROAD
CHUKKA HINA
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing
N
W
E
S
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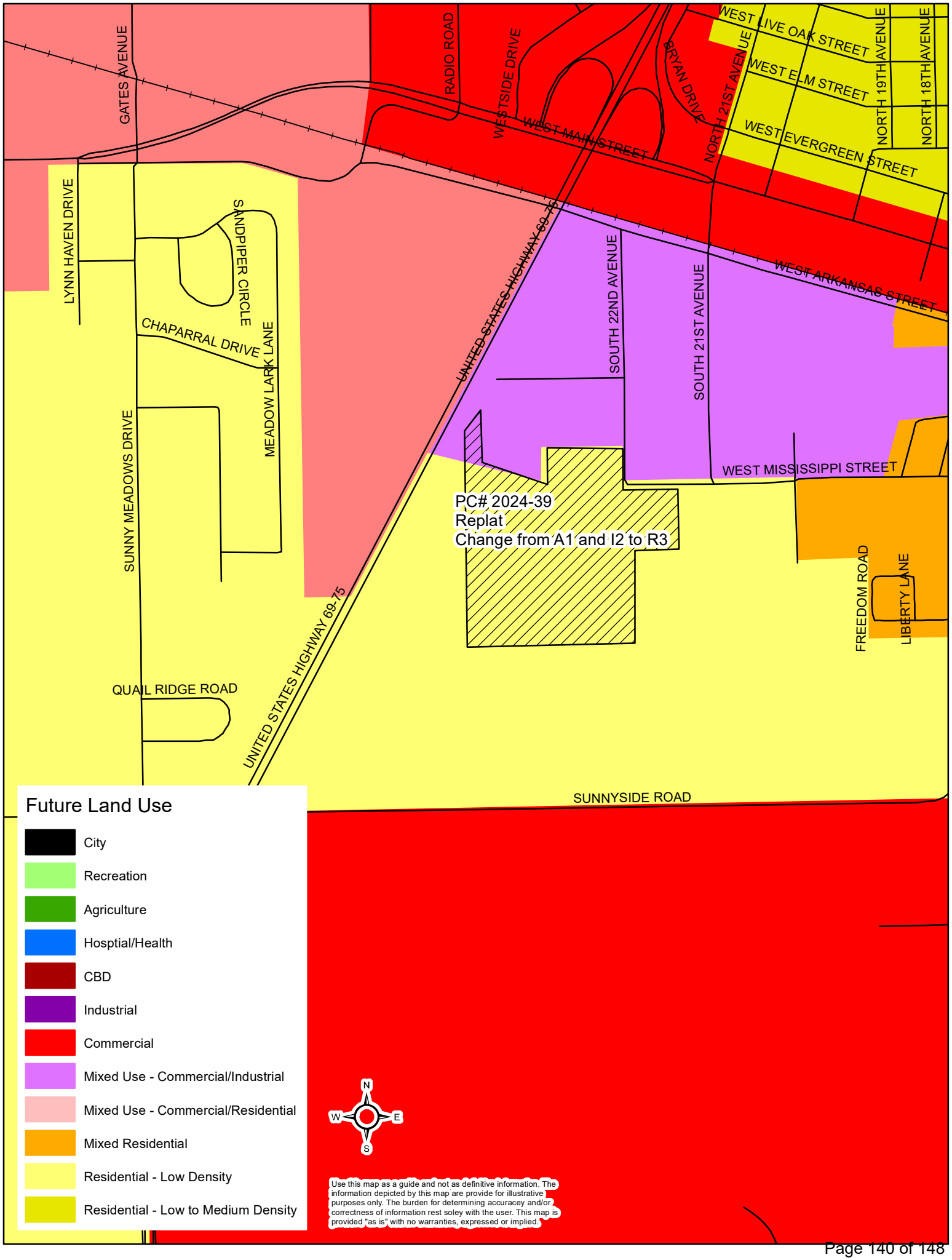
GATES AVENUE
RADIO ROAD
WESTSIDE DRIVE
WEST MAIN STREET
BRYAN DRIVE
NORTH 21ST AVENUE
WEST LIVE OAK STREET
WEST ELM STREET
WEST EVERGREEN STREET
NORTH 19TH AVENUE
NORTH 18TH AVENUE
LYNN HAVEN DRIVE
SANDPIPER CIRCLE
CHAPARRAL DRIVE
MEADOW LARK LANE
SUNNY MEADOWS DRIVE
UNITED STATES HIGHWAY 69-75
SOUTH 22ND AVENUE
SOUTH 21ST AVENUE
WEST ARKANSAS STREET
WEST MISSISSIPPI STREET
PC# 2024-39
Replat
Change from A1 and I2 to R3
FREEDOM ROAD
LIBERTY LANE
QUAIL RIDGE ROAD
SUNNYSIDE ROAD
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
N
W
E
S
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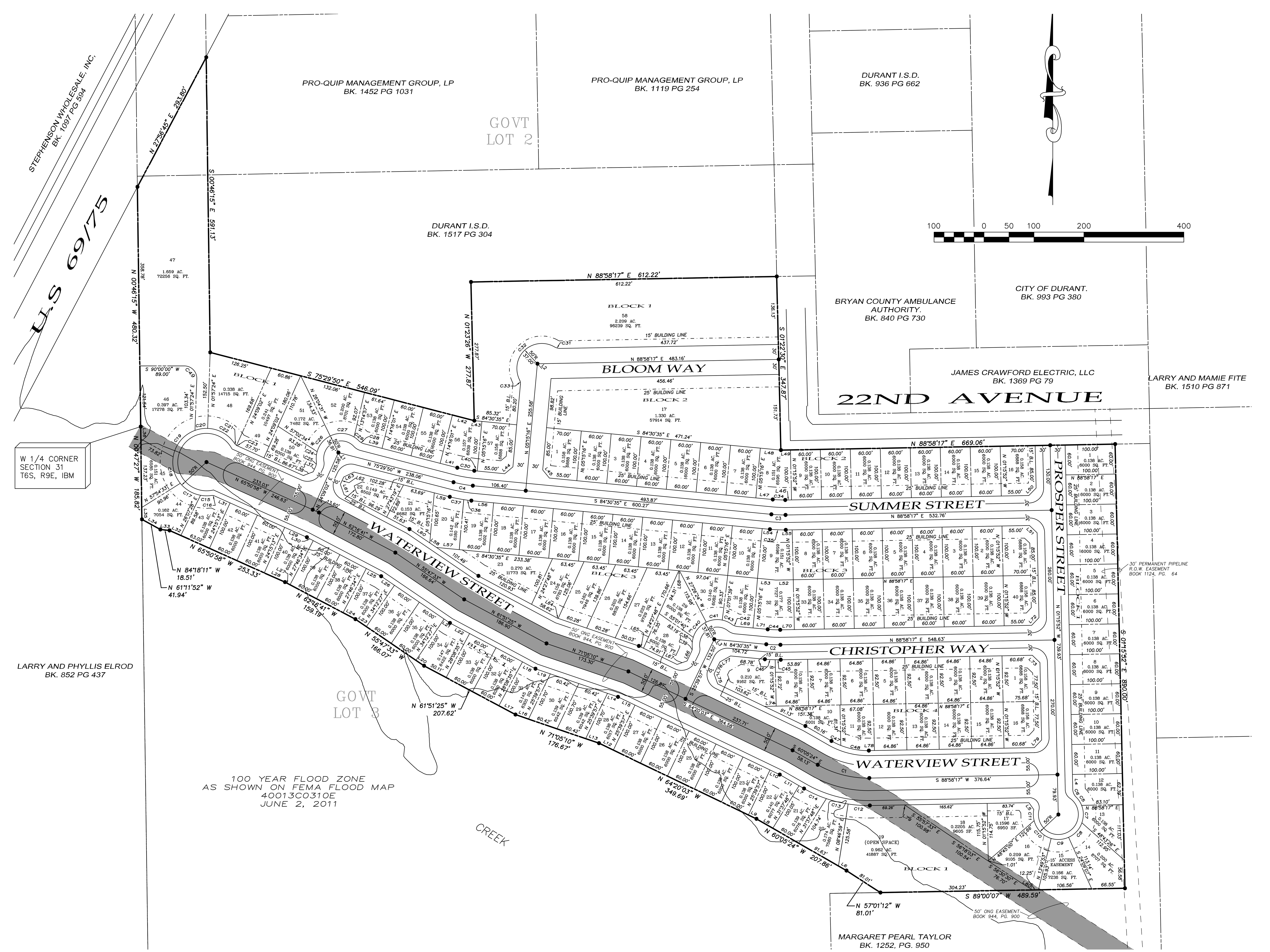


LINE	BEARING	DISTANCE
L1	S 25°40'24" E	13.09'
L2	S 42°53'13" E	13.00'
L3	S 29°25'19" E	12.19'
L4	N 01°15'52" W	30.81'
L5	S 35°23'30" E	16.93'
L6	N 60°05'24" W	18.30'
L7	S 60°05'24" E	11.45'
L8	N 60°05'24" W	37.92'
L9	N 64°20'03" W	17.64'
L10	S 64°20'03" E	21.35'
L11	S 60°05'24" E	44.63'
L12	N 64°20'03" W	32.05'
L13	N 71°05'10" W	28.14'
L14	S 71°05'10" E	22.20'
L15	S 64°20'03" E	37.95'
L16	N 71°05'10" W	27.68'
L17	N 61°51'25" W	37.51'
L18	S 61°51'25" E	29.44'
L19	S 71°05'10" E	31.45'
L20	N 55°47'33" W	19.41'
L21	S 55°47'33" E	14.12'
L22	S 61°51'25" E	44.81'
L23	N 55°47'33" W	26.66'
L24	N 62°16'41" W	27.73'
L25	S 62°16'41" E	33.30'
L26	S 55°47'33" E	32.32'
L27	N 62°16'41" W	11.46'
L28	N 65°50'58" W	45.46'
L29	S 65°50'58" E	48.40'
L30	S 62°16'41" E	14.67'
L31	S 65°50'58" E	32.86'
L32	N 65°50'58" W	24.84'
L33	N 84°18'11" W	18.51'
L34	N 61°11'52" W	41.94'
L35	N 00°47'27" W	23.77'
L36	N 00°47'27" W	24.82'
L37	S 24°09'02" W	11.08'
L38	S 69°09'02" W	21.21'
L39	N 75°29'50" W	38.15'
L40	N 84°30'35" W	6.27'

LINE	BEARING	DISTANCE
L41	N 75°29'50" W	35.40'
L42	S 75°29'50" E	45.27'
L43	S 84°30'35" E	15.32'
L44	S 50°22'21" W	21.17'
L45	N 39°37'39" W	21.26'
L46	S 88°58'17" W	12.63'
L47	N 84°30'35" W	33.99'
L48	S 84°30'35" E	41.24'
L49	N 88°58'17" E	19.05'
L50	S 43°51'12" W	21.17'
L51	S 46°08'48" E	21.26'
L52	S 88°58'17" W	34.93'
L53	N 84°30'35" W	36.68'
L54	S 84°30'35" E	15.45'
L55	N 88°58'17" E	12.87'
L56	S 84°30'35" E	44.81'
L57	N 84°30'35" W	45.83'
L58	N 55°47'33" W	16.20'
L59	S 75°29'50" E	31.76'
L60	N 55°47'33" W	49.16'
L61	N 19°03'49" W	21.86'
L62	N 24°09'02" E	16.16'
L63	N 64°19'36" E	22.92'
L64	N 71°05'10" W	1.51'
L65	N 64°20'03" W	10.21'
L66	S 25°39'57" W	19.47'
L67	S 70°39'57" W	21.21'
L68	S 84°30'35" E	1.63'
L69	N 84°30'35" W	32.25'
L70	S 88°58'17" W	28.51'
L71	N 84°30'35" W	29.43'
L72	S 43°51'12" W	21.17'
L73	S 46°08'48" E	21.26'
L74	S 88°58'17" W	23.87'
L75	N 19°20'03" W	21.21'
L76	N 25°39'57" E	26.56'
L77	N 60°34'41" E	24.60'
L78	S 88°58'17" W	11.27'
L79	S 58°20'06" E	2.58'
L80	S 57°34'56" E	26.74'

CURVE	ARC LENGTH	DELTA ANGLE	CHORD BEARING	RADIUS
C1	108.00'	30°56'20"	S 75°33'33" E	200.00'
C2	28.44'	6°31'09"	N 87°46'09" W	250.00'
C3	28.44'	6°31'09"	N 87°46'09" W	250.00'
C4	39.32'	9°00'44"	N 80°00'13" W	250.00'
C5	21.05'	24°07'29"	N 33°37'03" W	50.00'
C6	15.50'	44°24'55"	N 23°28'20" W	20.00'
C7	35.76'	40°58'26"	N 01°04'05" W	50.00'
C8	40.52'	46°25'43"	N 42°38'02" E	50.00'
C9	35.76'	40°58'29"	N 86°20'08" E	50.00'
C10	51.61'	59°08'14"	N 43°36'31" W	50.00'
C11	22.39'	25°39'30"	N 01°12'40" W	50.00'
C12	43.67'	9°48'42"	S 86°07'22" E	255.00'
C13	45.04'	10°07'13"	S 76°09'25" E	255.00'
C14	48.99'	11°00'25"	S 65°35'36" E	255.00'
C15	21.08'	17°53'21"	S 88°51'27" E	67.50'
C16	8.37'	31°57'10"	S 81°49'33" E	15.00'
C17	48.06'	40°47'42"	S 59°30'56" E	67.50'
C18	56.88'	48°16'51"	S 14°58'39" E	67.50'
C19	71.93'	61°03'19"	S 39°41'26" W	67.50'
C20	25.61'	21°44'18"	S 81°05'15" W	67.50'
C21	6.06'	23°08'48"	N 45°28'12" W	15.00'
C22	63.79'	54°08'48"	N 60°58'12" W	67.50'
C23	2.31'	8°48'22"	N 61°26'47" W	15.00'
C24	19.90'	22°48'01"	S 04°32'53" W	50.00'
C25	10.82'	31°00'10"	S 08°38'58" W	20.00'
C26	41.87'	47°58'35"	S 39°56'11" W	50.00'
C27	49.78'	57°02'57"	N 87°33'03" W	50.00'
C28	10.82'	31°00'10"	N 59°59'46" W	20.00'
C29	12.68'	14°31'53"	N 51°45'37" W	50.00'
C30	34.60'	9°00'44"	N 80°00'13" W	220.00'
C31	11.00'	31°30'14"	N 75°16'36" W	20.00'
C32	128.04'	146°43'28"	S 47°06'47" W	50.00'
C33	11.00'	31°30'14"	S 10°29'51" E	20.00'
C34	25.03'	6°31'09"	N 87°46'09" W	220.00'
C35	31.86'	6°31'09"	S 87°46'09" E	280.00'
C36	15.20'	3°06'37"	S 82°57'16" E	280.00'
C37	28.84'	5°54'07"	S 78°26'54" E	280.00'
C38	19.38'	22°12'40"	S 05°46'08" W	50.00'
C39	10.82'	31°00'10"	S 10°09'53" W	20.00'
C40	41.15'	47°09'23"	S 40°27'09" W	50.00'
C41	32.93'	37°44'21"	S 82°54'01" W	50.00'
C42	10.82'	31°00'10"	N 69°00'30" W	20.00'
C43	21.57'	24°43'23"	N 65°52'06" W	50.00'
C44	25.03'	6°31'09"	N 87°46'09" W	220.00'
C45	10.97'	2°14'44"	S 89°54'21" E	280.00'
C46	20.88'	4°16'25"	S 86°38'47" E	280.00'
C47	20.96'	8°17'00"	N 64°13'54" W	145.00'
C48	57.33'	22°39'20"	N 79°42'03" W	145.00'
C49	40.12'	91°57'24"	N 44°01'18" W	25.00'

Block	Lot	S.F.
1	1	6,000
1	2	6,000
1	3	6,000
1	4	6,000
1	5	6,000
1	6	6,000
1	7	6,000
1	8	6,000
1	9	6,000
1	10	6,000
1	11	6,000
1	12	6,000
1	13	6,000
1	14	8,707
1	15	7,236
1	16	9,066
1	17	8,149
1	18	6,007
1	19	6,022
1	20	42,182
1	21	6,770
1	22	6,020
1	23	6,234
1	24	6,000
1	25	6,000
1	26	6,000
1	27	6,000
1	28	6,000
1	29	6,017
1	30	6,042

Block	Lot	S.F.
1	31	6,042
1	32	6,240
1	33	6,000
1	34	6,000
1	35	6,539
1	36	6,000
1	37	6,000
1	38	6,000
1	39	6,000
1	40	6,000
1	41	5,986
1	42	6,000
1	43	6,000
1	44	6,000
1	45	7,812
1	46	7,415
1	47	18,503
1	48	72,572
1	49	15,864
1	50	11,398
1	51	6,867
1	52	8,141
1	53	8,776
1	54	5,925
1	55	6,000
1	56	6,000
1	57	6,839
1	58	6,888
1	59	96,239

Block	Lot	S.F.
2	1	6,888
2	2	6,000
2	3	6,000
2	4	6,000
2	5	6,000
2	6	6,000
2	7	6,000
2	8	6,595
2	9	6,000
2	10	6,000
2	11	6,000
2	12	6,000
2	13	6,000
2	14	6,000
2	15	6,000
2	16	6,888
2	17	57,914

Block	Lot	S.F.
3	1	6,888
3	2	6,000
3	3	6,000
3	4	6,000
3	5	6,000
3	6	6,000
3	7	6,000
3	8	6,000
3	9	6,596
3	10	6,000
3	11	6,000

Block	Lot	S.F.
3	12	6,000
3	13	6,000
3	14	6,000
3	15	6,000
3	16	6,000
3	17	6,000
3	18	6,000
3	19	6,002
3	20	6,235
3	21	8,164
3	22	8,164
3	23	9,335
3	24	6,353
3	25	7,855
3	26	9,061
3	27	9,979
3	28	10,836
3	29	6,170
3	30	6,000
3	31	6,208
3	32	5,873
3	33	7,727
3	34	6,000
3	35	6,000
3	36	6,000
3	37	6,000
3	38	6,000
3	39	6,000
3	40	6,000
3	41	6,888

Block	Lot	S.F.
4	1	6,888
4	2	6,000
4	3	6,000
4	4	6,000
4	5	6,000
4	6	6,000
4	7	6,000
4	8	7,100
4	9	7,195
4	10	6,770
4	11	10,584
4	12	5,986
4	13	6,000
4	14	6,000
4	15	6,000
4	16	6,000
4	17	6,888

LEGAL DESCRIPTION:

Being a part of Government Lots 2 and 3 Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian according to the Government Survey thereof and being described by metes and bound as follows:
Beginning at the West 1/4 corner of said Section 31;
Thence North 00°46'15" West, a distance of 480.32 feet to a point;
Thence North 27°56'45" East, a distance of 293.80 feet to a point;
Thence South 00°46'15" East, a distance of 591.13 feet to a point;
Thence South 75°29'50" East, a distance of 546.09 feet to a point;
Thence North 01°23'26" West, a distance of 277.87 feet to a point;
Thence North 88°58'17" East, a distance of 612.22 feet to a point;
Thence South 01°22'30" East, a distance of 347.87 feet to a point;
Thence North 88°58'17" East, a distance of 669.06 feet to a point;
Thence South 01°15'52" East, a distance of 890.00 feet to a point;
Thence South 89°00'07" West, a distance of 489.59 feet to a point;
Thence North 57°01'12" West, a distance of 81.01 feet to a point;
Thence North 60°05'24" West, a distance of 207.86 feet to a point;
Thence North 64°20'03" West, a distance of 349.69 feet to a point;
Thence North 71°05'10" West, a distance of 176.67 feet to a point;
Thence North 61°51'25" West, a distance of 207.62 feet to a point;
Thence North 55°47'33" West, a distance of 166.07 feet to a point;
Thence North 62°16'41" West, a distance of 159.19 feet to a point;
Thence North 65°50'58" West, a distance of 253.33 feet to a point;
Thence North 84°18'11" West, a distance of 18.51 feet to a point;
Thence North 61°11'52" West, a distance of 41.94 feet to a point;
Thence North 00°47'27" West, a distance of 185.82 feet to the Point-of-Beginning and containing 35.383 acres of land, more or less.

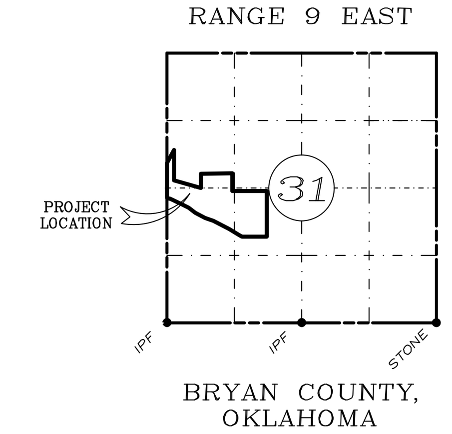
OWNERS/DEVELOPER
EVEREST DEVELOPMENT, LLC
2408 REMUDA DR.
SHERMAN TEXAS, 75092
903-744-4500

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS
903-465-2151

ENGINEER
BARKER AND ADDOCIATES
3902 UNIVERSITY BLVD
DURANT OK, 74701
580-931-9045

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LOCATION MAP
RANGE 9 EAST



TOWNSHIP 6 SOUTH

BRYAN COUNTY,
OKLAHOMA
(NOT TO SCALE)

PRELIMINARY PLAT
EVEREST ADDITION
Being a part of Government Lots 2 and 3 Sec. 31,
T- 6 - S, R - 9 -E of the I.B.M.
A subdivision plat to the City of Durant, Oklahoma.
BEING 35.383 ACRES
10-17-2024

ORDINANCE NO. O-2024-15

AN ORDINANCE AMENDING THE ZONING MAP OF THE ZONING CODE AND DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DURANT, OKLAHOMA

SECTION 1. That the zoning map is hereby amended to replace the A-1, General Agricultural District, and I-2 Medium Industrial District with the R-3 General Residential District for property located at S. 22nd and W. Mississippi Street, in Durant, and more particularly described as;

A part of the NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The South 590 feet of the West 225 feet of the East 295 feet thereof AND the South 100 feet of the West 365 feet thereof, all in said NW/4 NE/4 SW/4.
AND
A part of the SW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, described as follows: The North 300 feet of the West 590 feet thereof said SW/4 NE/4 SW/4.
AND
The NW/4 NE/4 SW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, LESS AND EXCEPT three tracts described as follows: Tract I: The South 590 feet of the East 295 feet of said W/4 NE/4 SW/4. Tract II: The South I 00 feet of the West 365 feet of said NW/4 NE/4 SW/4. Tract Ill: The North 70 feet of said NW/4 NE/4 SW/4;
AND
Lot 3 and a part of Lot 2 described as beginning at the Southeast corner of Lot 2; Thence North for a distance of277.86 feet; Thence West for a distance of 689.70 feet; Thence South for a distance of 277.86 feet; Thence East for a distance of 689.70 feet to the Point of Beginning and being situated in Section 31, Township 6
South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, according to the Government Survey thereof, LESS AND EXCEPT the following property previously conveyed:
A) A tract of land described as the East 77.49 feet of the South 277.92 feet of Lot 2 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.
B) A tract of land described as the East 77.49 feet of the North 70.00 feet of Lot 3 in Section 31, Township 6 South, Range 9 East, Bryan County, Oklahoma.
AND
Beginning at a point 171.6 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East; Thence South for a distance of 2468.4 feet to the Southwest corner of Lot 2 of said Section; Thence East for a distance of 664.6 feet; Thence North 71 degrees and 56 minutes West for a distance of 521.4 feet; Thence
North for a distance of 2276.4 feet to the South Right-of-Way line of the Frisco Railway; Thence following the said Right-of-Way line in a Northwesterly direction for a distance of 146.8 feet to the Point of Beginning,
LESS AND EXCEPT the following property previously conveyed:
A) strip, piece or parcel of land lying in part of the NW/4 NW/4 of Section 31, Township 6 South Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at the point where the South property line of
the St. Louis and San Francisco Railway Company intersects the West line of said NW/4 NW/4, 171.6 feet South of the Northwest corner of said NW/4 NW/4; Thence South 72 degrees and 59 minute East along said property line a distance of 146.8 feet; Thence South a distance of 75.2 feet; Thence north 72 degrees 59 minutes West a distance of 146.8 feet to a point on the West line of said NW/4 NW/4; Thence North along said West line a distance of 75.2 feet to the Point of Beginning. ALSO LESS AND EXCEPT:
B) A tract of land situated in Lots 1 and 2 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, and more particularly described as follows, to wit:

Beginning at a point 243 feet South of the Northwest corner of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, being a point of intersection of the South Right-of-Way of Arkansas Street and the West line of Lot 1; Thence South along the West line of Lots 1 and 2 a distance of 1279 feet to a point on the West Right-of-Way of U.S. Highway

69/75; Thence North 21 degrees 42 minutes East a distance of 372 feet, to a point of intersection with a line parallel to and 140 feet East of the West line of Lot 1, Section 31, Township 6 South, Range 9 East; Thence North a distance of 886 feet to a point on the South Right-of-Way line of Arkansas
Street; Thence Westerly along said Right-of-Way a distance of 146.8 feet to Point of Beginning;

C) A strip, piece of parcel of land lying in part of the W/2 NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said W/2 NW/4 a distance of 478.6 feet North of the Southwest corner of said W/2 NW/4; Thence North along said
West line a distance of 627.3 feet; Thence North 28 degrees 43 minutes East a distance of 293.8 feet to a point 140.5 feet East of the West line and 1274.6 feet South of the North line of said W/2 NW/4;
Thence South on a line parallel to and 140.5 feet East of said West line a distance of 627.3 feet;
Thence South 28 degrees 43 minutes West a distance of 293.8 feet to Point of Beginning.

D) A strip, piece or parcel of land lying in part of the NW/4 of Section 31, Township 6 South, Range 9 East of the Indian Base and Meridian, Bryan County, Oklahoma, said parcel of land being described by metes and bounds as follows: Beginning at a point on the West line of said NW/4, 426.29 feet North of the Southwest corner of said NW/4; Thence North along said West line a distance of 813.94 feet; Thence North 29 degrees 31 minutes 40 seconds East a distance of 308.19 feet; Thence South a distance of 804.27 feet; Thence South 38 degrees 37 minutes 54 seconds West a distance of 50.95 feet; Thence South 28 degrees 42 minutes 47 seconds West a distance of 271.46 feet to the Point of Beginning.

SECTION 2. For the immediate preservation of the peace, health, and safety of the City of Durant, Oklahoma and the inhabitants thereof, it is necessary that this ordinance shall become operative and go into effect immediately upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Durant this_____ day of _____, 2024.

_____
Martin Tucker, Mayor
City Of Durant, Oklahoma

ATTEST:

_____
Cynthia J. Price, City Clerk

THE CITY OF DURANT
Office of Community Development

Date: 12-4-24
To: **City Council**
Case: PC 2024-35
From: Paul Cottrell, Community Development
Re: CUP (Conditional Use Permit)

Request: Consider a request for a CUP at 1408 S 9th to expand existing storage facility.

Current Zoning: C-2 (Highway Commercial & Commercial Recreation).

Surrounding Properties:

Direction	Zoning	Use
North	C-2/R-2	Daycare/Vacant House
East	C-2	Commercial Use
South	C-2	Pasture
West	C-2	Pasture

Applicant: Narvaez Construction

Background: Applicants approached staff seeking a rezone in order to expand the existing storage unit facility. Planning Commission recommend applicant seek a CUP instead of a rezone.

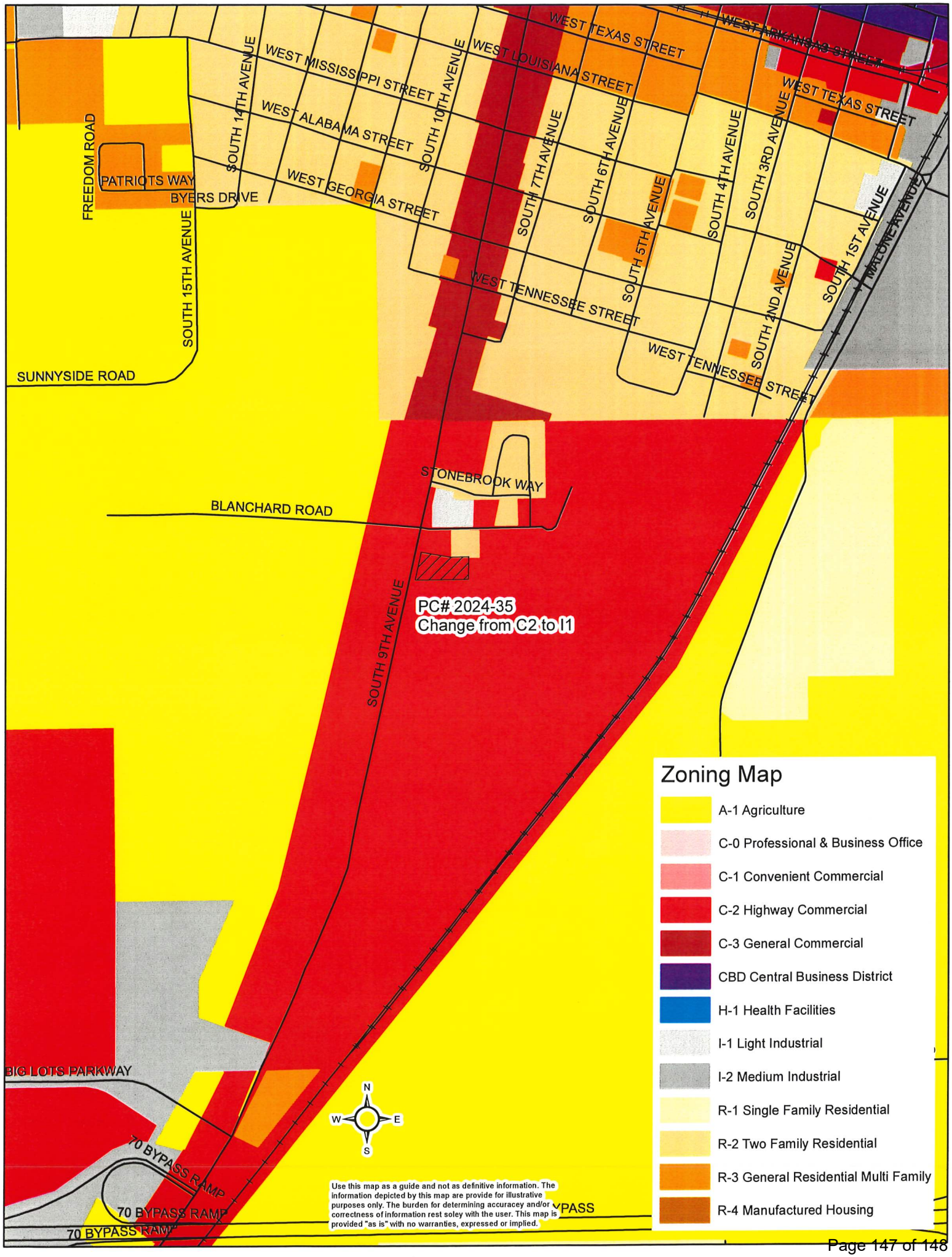
Notifications have been made to the surrounding property owners and at the time of this report staff has not received any letters or phone calls regarding this request.

Analysis: All current storage facilities are currently zoned as I-1 with this exclusion of this facility. In order to expand the existing facility the owners would need a rezone or a conditional use permit since the structure type is restricted per the current zoning.

The current Future Land Use map shows this area as commercial.

Planning Commission Recommendation: Approval of conditional use permit for expansion.

WEST TEXAS STREET
WEST ARKANSAS STREET
WEST LOUISIANA STREET
WEST MISSISSIPPI STREET
WEST ALABAMA STREET
WEST GEORGIA STREET
WEST TENNESSEE STREET
WEST TENNESSEE STREET
WEST TEXAS STREET
SOUTH 14TH AVENUE
SOUTH 10TH AVENUE
SOUTH 7TH AVENUE
SOUTH 6TH AVENUE
SOUTH 5TH AVENUE
SOUTH 4TH AVENUE
SOUTH 3RD AVENUE
SOUTH 2ND AVENUE
SOUTH 1ST AVENUE
MALONE AVENUE
FREEDOM ROAD
PATRIOTS WAY
BYERS DRIVE
SOUTH 15TH AVENUE
SUNNYSIDE ROAD
STONEBROOK WAY
BLANCHARD ROAD
PC# 2024-35
Change from C2 to I1
SOUTH 9TH AVENUE
CEMETERY ROAD
COUNTRY CLUB ROAD
BIG LOTS PARKWAY
N
W
E
S
70 BYPASS
UNITED STATES HIGHWAY 70 BYPASS
UNITED STATES HIGHWAY 70 BYPASS
Use this map as a guide and not as definitive information. The information depicted by this map are provide for illustrative purposes only. The burden for determining accuracy and/or correctness of information rest soley with the user. This map is provided "as is" with no warranties, expressed or implied.


WEST TEXAS STREET
WEST ARKANSAS STREET
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WEST MISSISSIPPI STREET
WEST ALABAMA STREET
WEST GEORGIA STREET
WEST TENNESSEE STREET
WEST TENNESSEE STREET
WEST TEXAS STREET
SOUTH 14TH AVENUE
SOUTH 10TH AVENUE
SOUTH 7TH AVENUE
SOUTH 6TH AVENUE
SOUTH 5TH AVENUE
SOUTH 4TH AVENUE
SOUTH 3RD AVENUE
SOUTH 2ND AVENUE
SOUTH 1ST AVENUE
MALONE AVENUE
SOUTH 15TH AVENUE
SOUTH 9TH AVENUE
FREEDOM ROAD
PATRIOTS WAY
BYERS DRIVE
SUNNYSIDE ROAD
STONEBROOK WAY
BLANCHARD ROAD
PC# 2024-35
Change from C2 to I1
BIG LOTS PARKWAY
70 BYPASS RAMP
70 BYPASS RAMP
70 BYPASS RAMP
70 BYPASS
N
W
E
S
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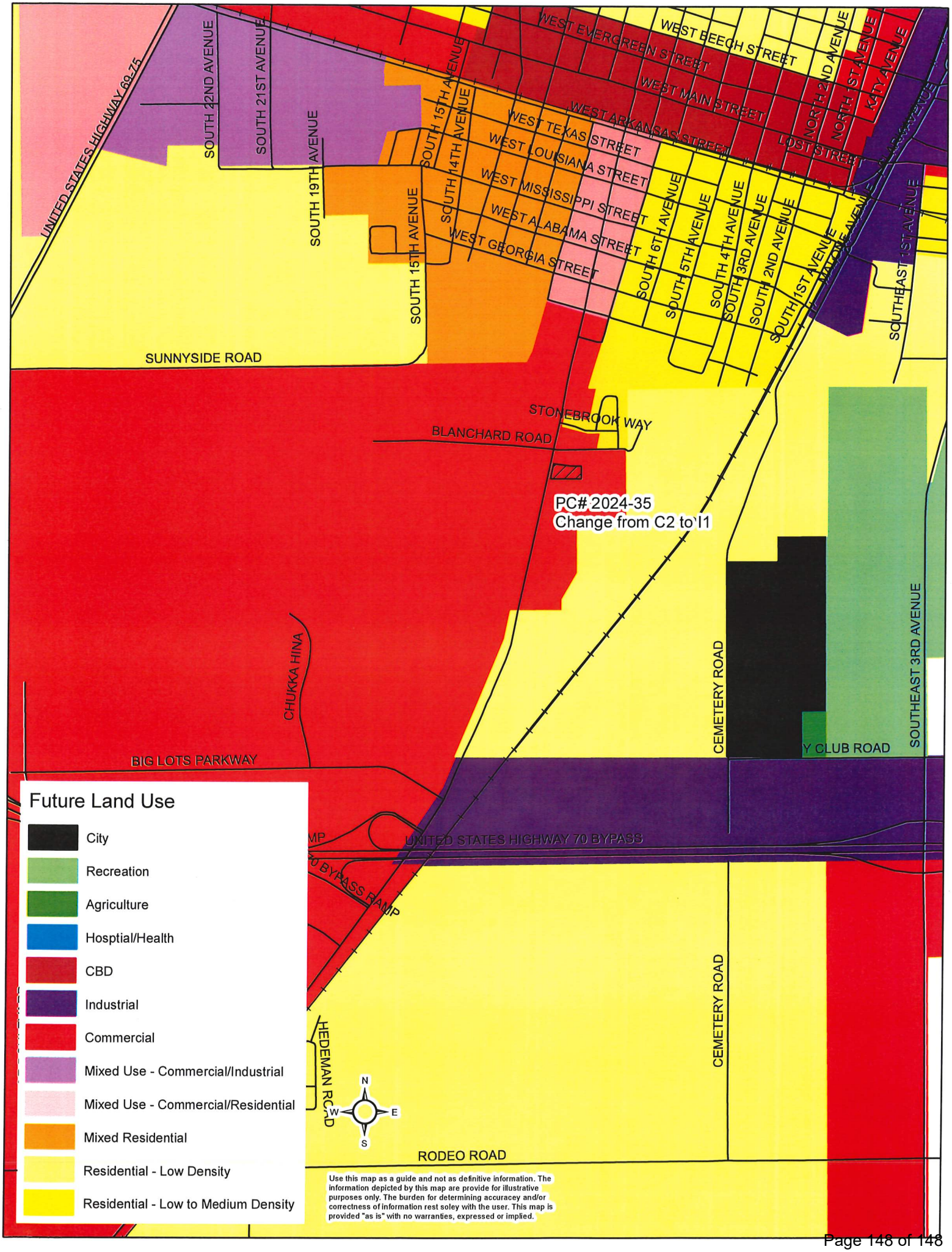
Zoning Map
A-1 Agriculture
C-0 Professional & Business Office
C-1 Convenient Commercial
C-2 Highway Commercial
C-3 General Commercial
CBD Central Business District
H-1 Health Facilities
I-1 Light Industrial
I-2 Medium Industrial
R-1 Single Family Residential
R-2 Two Family Residential
R-3 General Residential Multi Family
R-4 Manufactured Housing


WEST EVERGREEN STREET
WEST BEECH STREET
WEST MAIN STREET
WEST ARKANSAS STREET
WEST TEXAS STREET
WEST LOUISIANA STREET
WEST MISSISSIPPI STREET
WEST ALABAMA STREET
WEST GEORGIA STREET
LOST STREET
NORTH 2ND AVENUE
NORTH 1ST AVENUE
KITY AVENUE
SOUTH 22ND AVENUE
SOUTH 21ST AVENUE
SOUTH 19TH AVENUE
SOUTH 15TH AVENUE
SOUTH 14TH AVENUE
SOUTH 6TH AVENUE
SOUTH 5TH AVENUE
SOUTH 4TH AVENUE
SOUTH 3RD AVENUE
SOUTH 2ND AVENUE
SOUTH 1ST AVENUE
SOUTHEAST 1ST AVENUE
UNITED STATES HIGHWAY 69-75
SUNNYSIDE ROAD
STONEBROOK WAY
BLANCHARD ROAD
PC# 2024-35
Change from C2 to I1
CHUKKA HINA
CEMETERY ROAD
SOUTHEAST 3RD AVENUE
Y CLUB ROAD
BIG LOTS PARKWAY
UNITED STATES HIGHWAY 70 BYPASS
HEDEMAN ROAD
RODEO ROAD
N
W
E
S
Future Land Use
City
Recreation
Agriculture
Hosptial/Health
CBD
Industrial
Commercial
Mixed Use - Commercial/Industrial
Mixed Use - Commercial/Residential
Mixed Residential
Residential - Low Density
Residential - Low to Medium Density
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