



MIDWEST CITY
MEETING AGENDAS FOR
March 27, 2018

STAFF BRIEFING

City Hall - Midwest City Council Conference Room, second floor
100 N. Midwest Boulevard

March 27, 2018 – 6:00 PM

To make a special assistance request for any meeting, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting.
If special assistance is needed during a meeting, call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Memorial Hospital Authority for March 27, 2018.





CITY COUNCIL AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>



CITY OF MIDWEST CITY COUNCIL AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

March 27, 2018 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Public Works Director, Vaughn Sullivan
 - Pledge of Allegiance by Jr. ROTC Cadets Aryawna Best
 - Community-related announcements and comments
 - Mayoral proclamation honoring the late Assistant Fire Chief Reese Morrison
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 13, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (14) \$61,690; expenses/General Gov't (14) \$61,690. (Finance - C. Barron)
 3. Discussion and consideration of accepting the City Manager's Report for the month of February, 2018. (Finance - C. Barron)
 4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
 5. Discussion and consideration of continuation with the Blue Cross and Blue Shield (BCBS) network Blue Preferred, and establishing the health premiums for the fiscal year 2018-2019 in the amounts necessary for the Employee Health Plan to be actuarially sound and to cover the projected expenditures, and the adoption recommended enhancements to the Health Plan made by the Employee Life and Health committee. (Human Resources - C. Wilson)
 6. Discussion and consideration of renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of \$55,560 to include the coordination and management of benefit services, serving as the liaison with PlanSource to provide an electronic platform for streamlining benefit enrollments and information, and for the coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) with Discovery Benefits for the 2018-19 fiscal year. (Human Resources - C. Wilson)

7. Discussion and consideration of renewing for the Fiscal Year 2018/2019 the Blue Cross and Blue Shield COBRA contract in the amount of \$75.00 per month administration fees, \$10.00 per month for each participant and a \$10.00 notification fee per participant. (Human Resources – C. Wilson)
 8. Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2018/2019 entering into the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2018/2019 for a net cost of \$28.16 per employee per month. (Human Resources - C. Wilson)
 9. Discussion and consideration of entering into a Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2018/2019 at the rate of \$2.09 per employee per month for an aggregate attachment point of \$6,430,077 and \$71.27 per employee per month for a specific attachment point of \$150,000 per covered person. (Human Resources - C. Wilson)
 10. Discussion and consideration of re-entering into a Memorandum of Understanding to study establishing a partnership to perform commercial solid waste management services at Tinker Air Force Base. (City Manager - T. Lyon)
 11. Discussion and consideration of approving and entering into five-year lease and maintenance agreements with OneSource Managed Services for one (1) Xerox Altalink C8055 Multifunctional Full Color Device. (Police - B. Clabes)
 12. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180110 from the State Department of Environmental Quality for the Timber Ridge Pointe Addition Section 4 Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
 13. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055180109 from the State Department of Environmental Quality for the Timber Ridge Pointe Addition Section 4 Waterline Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
 14. Discussion and consideration of entering into and approving a Task Order Master Agreement for Consulting Services with C. H. Guernsey & Company. (Community Development - P. Menefee)
- D. DISCUSSION ITEMS.
1. (PC –1939) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 10 T-11-N, R-2-W, located at 2320 S. Air Depot Blvd. (Community Development - B. Harless)

2. (PC – 1940) Public hearing with discussion and consideration of approval of the Replat of Lot 23 Block 8 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W and addressed as 10374 Bellview Drive. (Community Development - B. Harless)
 3. (PC-1941) Public hearing with discussion and consideration of the Bags Inc. Final Plat for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W and as shown on the attached maps. (Community Development - B. Harless)
 4. Discussion and consideration of issues and conditions concerning the Turtlewood east detention pond. (City Manager - G. Henson)
 5. Discussion and consideration of a request to fund the construction of a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road in the amount of \$339,654.75. (originally presented on November 14th, 2017 and continued on January 23rd, 2018.) (Community Development - P. Menefee)
 6. Discussion and consideration of accepting R.L. Shears Company Landscape Architects Mid-America Park Expansion Master Plan. (Parks and Recreation - F.Gilles)
- E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**
- F. EXECUTIVE SESSION.
1. Discussion and consideration of entering into executive session as allowed under 25 O.S. § 307 (B) (4) to discuss a pending claim. (City Attorney - P. Anderson)
- G. FURTHER INFORMATION.
1. Minutes of the March 6, 2018 Planning Commission meeting. (Community Development - B. Harless)
 2. Presentation of the Deliberator, an electronic voting system. (City Clerk - S. Hancock)
- H. ADJOURNMENT.



CONSENT AGENDA



A notice for staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Staff Briefing Minutes

March 13, 2018 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:00 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Sean Reed, and *Christine Allen; and City Clerk Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

At 6:02 PM, Mayor Dukes recessed the City Council Staff Briefing.

*Councilmember Allen arrived at 6:06 PM.

The City Council returned to this meeting at 6:10 PM.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for March 13, 2018.

Council and Staff made community-related announcements and discussed individual agenda items.

Mayor Dukes adjourned the meeting at 6:56 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

A notice for the regular Midwest City Council was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Council Minutes

March 13, 2018 – 7:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 7:08 PM with the following members present: Councilmembers: Susan Eads, Pat Byrne, *Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Opening Business. Public Works Director, Vaughn Sullivan opened with the invocation; followed by the Pledge of Allegiance led by Jr. ROTC Cadet Brandon Tabor. Council made community-related announcements.

Mayor Dukes recessed the meeting at 7:12 PM and the City Council returned to this meeting at 7:21 PM.

Consent Agenda. Byrne made a motion to approve the Consent Agenda, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 27, 2018, as submitted.
2. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
3. Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Stacey Stephens, a Licensed Professional Counselor (LPC) for the remainder of FY 2017/2018 Ms. Stephens has agreed to provide her services at the same rates as our current EAP Counselor, these rates are \$2.25 per employee per month, and for mandated issues there is a \$106.83 charge per initial assessment and \$62.44 per session, by allowing Ms. Stephens to be added to the current FY 2017/2018 we will be adding approximately \$4,140.00 to the L&H expenses.
4. Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Dan Benton, LPC for FY 2018/2019 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session.
5. Discussion and consideration of authorizing the renewal of the Resolution 2018-07 entering into a right- of-way, public utility, and encroachment agreement for Federal-aid/State-aid Project Number J2-854(004), State Job Number 28854(04)(05)(06), with the Oklahoma Department of Transportation to construct the new I-40 overpass at Sooner Road.
6. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, L.L.C. in the amount of \$44,100 for the preparation of engineered construction plans for a new 12 inch water line along N.E. 23rd Street between the Soldier Creek Industrial Park east to Spencer Road.

7. Discussion and consideration of entering into an Economic Development Financing Assistance Agreement with Blackacre Properties, L.L.C, not to exceed \$25,000 for the reimbursement of expenses related to the installation of a sanitary sewer main extension in the 5600 block of the Tinker Diagonal.
8. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 for fiscal year 2018-2019 with Crutch Public School to establish the terms and conditions under which Crutch Public School will provide a school bus and driver for NIA Youth Summer Camp.
9. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 for fiscal year 2018-2019 with THICK DESCRIPTIONS (“TD”) to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to NIA Youth Summer Camp participants.

Discussion Items.

1. **Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance issues.** Eads made a motion to accept the report, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
2. **(PC – 1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. This item was continued from the February 26, 2018 meeting.**

John Earle, 2305 S. Webster; Bo Peeler, 2302 S. Webster; Mark Kassan, 2342 Shell Dr.; Steven Strong, 10640 S.E. 26th; and Mohammad Farzaneh of Home Creations addressed the Council. Council and Staff discussion was had.

* Councilmember Reed left the meeting at 7:58 PM and returned at 8:00 PM.

**Mayor Dukes recessed the meeting at 8:12 PM and the City Council returned at 8:21 PM.

After much discussion, Reed made a motion to approve the final plat, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Reed, and Allen. Nay: Mayor Dukes. Absent: Dawkins and Moore. Motion carried.

New Business/Public Discussion.

Mark Kassan, 2342 Shell Dr. and Fred Kenepf, 10660 Turtleback Dr. addressed the City Council.

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 8:43 PM.

ATTEST:

SARA HANCOCK, City Clerk

MATTHEW D. DUKES, II, Mayor



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1245 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: March 27, 2018

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (14) \$61,690; expenses/General Gov't (14) \$61,690.

The supplement is needed to budget trade-in allowance and remainder of market value of Touchtime II time clocks purchased in October 2017.

Christy Barron
Finance Director

SUPPLEMENTS

March 27, 2018

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	Miscellaneous	61,690			
14	General Gov't			61,690	
		61,690	0	61,690	0
Explanation:					
To budget trade-in allowance and remainder of market value for Touchtime II time clocks purchased in October.					



The City of Midwest City

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1245 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council
FROM: Christy Barron, Finance Director
DATE: March 27, 2018
Subject: Discussion and consideration of accepting the City Manager's Report for the month of February, 2018.

The funds in February that experienced a significant change in fund balance from the January report are as follows:

Jail (36) fund balance decreased \$8,709 or 7.28% due to incarceration fees coming in at 53% of the amount budgeted year-to-date.

Golf (197) had an operational loss of \$23,503.83 in February.

Economic Development Authority (353) was added to record the Economic Development revenue bond transactions. The sources and application of funds will be as follows:

Sources: Bond proceeds \$49,155,000.00

Applications:

Loan payoff-40/86	\$37,061,447.91
Loan payoff STC-MWC Muni Auth	\$2,028,750.00
Loan payoff STC III-MWC Muni Hosp Auth	\$2,817,155.00
Tenant leasing	\$439,700.00
Paving repairs	\$1,300,000.00
Cash reserve-replacement, TI and leasing costs	\$2,000,000.00
Deposit to the debt service reserve fund	\$1,500,000.00
Underwriter discount	\$614,437.50
Cost of issuance	<u>\$1,393,509.59</u>

Total applications \$49,155,000.00

MWC Hospital Authority (425) activities for February:

Compounded Principal (9010) - unrealized loss on investment	<\$2,148,227.66>
Discretionary (9050) - unrealized loss on investment	< \$309,715.60>

This item is at Council's discretion.

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending February, 2018
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
9	GENERAL GOVERNMENT SALES TAX	1,718,612	-	1,674,435	358,262	(314,086)	44,176	1,718,612	-
10	GENERAL	4,972,711	(127,651)	4,336,960	25,427,235	(24,919,135)	508,100	4,845,060	-
11	CAPITAL OUTLAY RESERVE	918,629	-	910,331	8,298	-	8,298	918,629	-
13	STREET AND ALLEY FUND	1,078,657	-	855,701	373,118	(150,162)	222,956	1,078,657	-
14	TECHNOLOGY FUND	275,448	-	409,613	207,746	(341,912)	(134,165)	275,448	24,684
15	STREET LIGHT FEE	907,089	-	522,584	384,505	-	384,505	907,089	-
16	REIMBURSED PROJECTS	661,075	(184,121)	547,839	94,835	(165,721)	(70,886)	476,953	-
17	29TH & DOUGLAS PROPERTY	5,500,000	-	5,434,937	66,381	(1,318)	65,063	5,500,000	-
20	MWC POLICE DEPARTMENT	1,401,008	-	1,246,407	8,561,374	(8,406,773)	154,601	1,401,008	644,347
21	POLICE CAPITALIZATION	550,408	-	890,210	171,460	(511,262)	(339,802)	550,408	-
25	JUVENILE FUND	38,659	-	10,774	71,067	(43,182)	27,885	38,659	5,332
30	POLICE STATE SEIZURES	69,355	-	60,510	11,418	(2,573)	8,845	69,355	-
31	SPECIAL POLICE PROJECTS	79,493	-	73,425	11,524	(5,455)	6,068	79,493	-
33	POLICE FEDERAL PROJECTS	67,138	-	69,900	378	(3,139)	(2,761)	67,138	-
34	POLICE LAB FEE FUND	17,287	-	17,610	6,294	(6,617)	(323)	17,287	-
35	EMPLOYEE ACTIVITY FUND	19,848	-	19,641	9,678	(9,472)	207	19,847	-
36	JAIL	110,900	-	130,475	50,105	(69,679)	(19,575)	110,900	-
37	POLICE IMPOUND FEE	217,430	-	197,845	48,595	(29,009)	19,586	217,430	-
40	MWC FIRE DEPARTMENT	1,126,856	(4)	967,831	6,906,107	(6,747,085)	159,022	1,126,852	517,796
41	FIRE CAPITALIZATION	628,028	-	574,356	251,053	(197,381)	53,672	628,028	-
45	MWC WELCOME CENTER	346,078	(73)	351,874	128,810	(134,678)	(5,869)	346,005	9,933
46	CONV / VISITORS BUREAU	172,250	-	166,636	211,954	(206,340)	5,614	172,250	17,622
50	DRAINAGE TAX FUND	62,549	-	61,453	1,096	-	1,096	62,549	-
60	CAPITAL DRAINAGE IMP	456,739	-	427,064	304,183	(274,509)	29,675	456,739	21,618
61	STORM WATER QUALITY	977,178	-	943,553	505,918	(472,293)	33,625	977,178	37,141
65	STREET TAX FUND	1,398,359	(2,049)	1,241,274	300,355	(145,319)	155,036	1,396,310	-
70	EMERGENCY OPER FUND	516,970	-	598,793	271,266	(353,090)	(81,824)	516,970	20,932
75	PUBLIC WORKS ADMIN	298,311	-	291,156	650,460	(643,306)	7,155	298,311	-
80	INTERSERVICE FUND	285,059	-	272,360	1,536,225	(1,523,526)	12,699	285,059	-
81	SURPLUS PROPERTY	362,826	(290,445)	65,589	32,138	(25,346)	6,792	72,381	-
115	ACTIVITY FUND	341,711	(618)	335,598	118,546	(113,051)	5,495	341,094	-
123	PARK & RECREATION	602,477	-	641,380	359,985	(398,888)	(38,903)	602,477	-
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	312,155	(312,155)	-	6,029	-
142	GRANTS/HOUSING ACTIVITIES	175,387	(3,000)	159,993	93,285	(80,892)	12,394	172,386	-
143	GRANT FUNDS	98,038	(38,038)	60,000	128,978	(128,978)	-	60,000	-

City of Midwest City
Financial Summary by Fund
for Period Ending February, 2018
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
157	CAPITAL IMPROVEMENTS	2,481,047	-	2,286,008	399,989	(204,950)	195,039	2,481,047	-
172	CAP. WATER IMP-WALKER	670,418	-	435,881	334,814	(100,276)	234,537	670,418	-
178	CONST LOAN PAYMENT REV	2,471,495	-	2,047,301	523,947	(99,753)	424,194	2,471,495	-
184	SEWER BACKUP FUND	80,026	-	79,795	726	(495)	231	80,026	-
186	SEWER CONSTRUCTION	3,495,634	(175,000)	3,125,875	992,434	(797,674)	194,759	3,320,634	1,111,650
187	UTILITY SERVICES	586,106	(924)	526,935	806,376	(748,129)	58,247	585,182	50,769
188	CAP. SEWER IMP.-STROTH	354,486	-	120,773	276,542	(42,829)	233,713	354,486	-
189	UTILITIES CAPITAL OUTLAY	2,058,741	(131,053)	1,606,173	433,487	(111,972)	321,515	1,927,688	-
190	MWC SANITATION DEPARTMENT	2,296,886	-	2,196,682	4,054,907	(3,954,703)	100,204	2,296,886	214,079
191	MWC WATER DEPARTMENT	1,942,075	-	1,227,918	4,407,878	(3,693,720)	714,158	1,942,075	252,832
192	MWC SEWER DEPARTMENT	1,310,804	(10)	1,249,298	3,653,150	(3,591,654)	61,496	1,310,794	241,173
193	MWC UTILITIES AUTHORITY	910,165	-	907,294	8,221	(5,350)	2,871	910,165	-
194	DOWNTOWN REDEVELOPMENT	3,740,891	-	4,070,581	717,644	(1,047,335)	(329,690)	3,740,891	783,950
195	HOTEL/CONFERENCE CENTER	592,980	(579,263)	40,888	3,198,412	(3,225,584)	(27,172)	13,716	-
196	HOTEL 4% FF&E	827,075	-	885,809	127,937	(186,671)	(58,734)	827,075	-
197	JOHN CONRAD REGIONAL GOLF	59,942	(1,564)	115,510	627,147	(684,278)	(57,131)	58,378	56,561
201	URBAN RENEWAL AUTHORITY	63,100	-	63,260	576	(735)	(159)	63,100	-
202	RISK MANAGEMENT	3,809,186	(37)	3,625,418	1,343,578	(1,159,847)	183,731	3,809,149	1,804,000
220	ANIMALS BEST FRIEND	67,284	-	95,010	22,616	(50,342)	(27,726)	67,284	-
225	HOTEL MOTEL FUND	-	-	-	366,319	(366,319)	-	-	-
230	CUSTOMER DEPOSITS	1,422,356	(1,422,356)	-	12,865	(12,865)	-	-	-
235	MUNICIPAL COURT	70,662	(70,662)	-	608	(608)	-	-	-
240	L & H BENEFITS	2,023,733	10,189	1,784,337	4,791,806	(4,542,221)	249,586	2,033,922	-
250	CAPITAL IMP REV BOND	6,161,926	(56,278,123)	(53,371,923)	9,893,202	(6,637,477)	3,255,725	(50,116,198)	-
269	2002 G.O. STREET BOND	455,287	-	560,306	4,882	(109,902)	(105,019)	455,287	-
310	DISASTER RELIEF	1,350,121	(165,130)	1,231,487	95,820	(142,316)	(46,496)	1,184,991	-
340	REVENUE BOND SINKING FUND	-	-	-	3,724,616	(3,724,616)	-	-	-
350	G. O. DEBT SERVICES	418,779	-	182,275	264,043	(27,540)	236,504	418,779	-
352	SOONER ROSE TIF	5,359,657	(16,475,000)	-	26,501	(11,141,844)	(11,115,343)	(11,115,343)	-
353	ECONOMIC DEV AUTHORITY	49,155,000	(49,155,000)	-	-	-	-	-	-
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	90,160,184	(8,011,057)	75,604,656	8,288,599	(1,744,128)	6,544,470	82,149,127	-
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,956,730	(456,730)	2,500,000	43,619	(43,619)	-	2,500,000	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,285,856	(12,171)	8,016,068	3,861,152	(603,534)	3,257,618	11,273,686	-
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	5,975,350	(154,711)	4,781,110	2,642,063	(1,602,532)	1,039,531	5,820,641	-
	TOTAL	231,072,583	(133,724,610)	90,568,860	103,921,262	(97,142,147)	6,779,115	97,347,975	5,814,419



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: March 27, 2018

RE: Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of February 2018.

This is a staff update

Catherine Wilson, Human Resources Director

FISCAL YEAR 2017-2018	**Jul -17**	Aug - 17	Sep - 17**	*Oct - 17*	Nov - 17	Dec - 17	Jan - 18	Feb - 18	Mar - 18**	Apr - 18	May - 18	Jun - 18
PLAN INCOME												
Budgeted (MTD)	583,812	583,812	875,718	583,812	583,812	583,812	583,812	583,812	875,718	583,812	583,812	583,812
Actual (MTD)	549,884	581,809	762,314	573,509	575,591	584,948	639,389	575,734				
Budgeted (YTD)	583,812	1,167,624	2,043,342	2,627,154	3,210,966	3,794,778	4,378,590	4,962,402				
Actual (YTD)	549,884	1,131,693	1,894,007	2,467,516	3,043,107	3,628,055	4,267,444	4,843,178				
PLAN CLAIMS/ADMIN COSTS	**Jul -17**	Aug - 17	Sep - 17	*Oct - 17*	Nov - 17	Dec - 17	**Jan - 18*	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18
Budgeted (MTD)	583,489	583,489	875,235	583,489	583,489	583,489	583,489	583,489	875,235	583,489	583,489	583,489
Actual (MTD)	570,148	531,432	564,791	564,182	535,313	709,157	594,992	427,810				
Budgeted (YTD)	583,489	1,166,978	1,731,769	2,295,951	2,831,264	3,540,421	4,135,413	4,563,223				
Actual (YTD)	570,148	1,101,580	1,666,371	2,230,553	2,765,866	3,475,023	4,070,015	4,497,825				
EXCESS INCOME vs. EXPENDITURES	**Jul -17**	Aug - 17	Sep - 17	*Oct - 17*	Nov - 17	Dec - 17	**Jan - 18*	Feb - 18	Mar - 18	Apr - 18	May - 18	Jun - 18
Budgeted (MTD)	323	323	483	323	323	323	323	323	483	323	323	323
Actual (MTD)	-20,264	50,377	197,523	9,327	40,278	-124,209	44,397	147,924				
Budgeted (YTD)	323	646	311,573	331,203	379,702	254,357	243,177	399,179				
Actual (YTD)	-20,264	30,113	227,636	236,963	277,241	153,032	197,429	345,353				
FISCAL YEAR 2016-2017	Jul -16	Aug - 16	Sep - 16**	Oct - 16	Nov - 16	Dec - 16	Jan - 17	Feb - 17	Mar - 17**	Apr - 17	May - 17	Jun - 17
PLAN INCOME												
Budgeted (MTD)	572,353	572,353	572,353	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363
Actual (MTD)	531,527	538,079	727,097	538,294	539,198	539,768	552,582	539,534	725,689	540,627	542,944	659,736
Budgeted (YTD)	572,353	1,144,706	1,717,059	2,289,422	2,861,785	3,434,148	4,006,511	4,578,874	5,151,237	5,723,600	6,295,963	6,868,326
Actual (YTD)	531,527	1,069,606	1,796,703	2,334,997	2,874,195	3,413,963	3,966,545	4,506,079	5,231,768	5,772,395	6,315,339	6,975,075
PLAN CLAIMS/ADMIN COSTS	Jul -16	Aug - 16	Sep - 16	Oct - 16	Nov - 16	Dec - 16	Jan - 17	Feb - 17	Mar - 17	Apr - 17	May - 17	Jun - 17
Budgeted (MTD)	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896
Actual (MTD)	629,294	570,126	572,340	694,343	537,963	524,514	696,790	430,232	443,512	511,423	713,962	526,785
Budgeted (YTD)	559,896	1,119,792	1,679,688	2,239,584	2,799,480	3,359,376	3,919,272	4,479,168	5,039,064	5,598,960	6,158,856	6,718,752
Actual (YTD)	629,294	1,199,420	1,771,760	2,466,103	3,004,066	3,528,580	4,225,370	4,655,602	5,099,114	5,610,537	6,324,499	6,851,284
EXCESS INCOME vs. EXPENDITURES	Jul -16	Aug - 16	Sep - 16	Oct - 16	Nov - 16	Dec - 16	Jan - 17	Feb - 17	Mar - 17	Apr - 17	May - 17	Jun - 17
Budgeted (MTD)	12,457	12,457	12,457	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467
Actual (MTD)	-97,767	-32,047	154,757	-156,049	1,235	15,254	-144,208	109,302	282,177	29,204	-171,018	132,951
Budgeted (YTD)	12,457	24,914	37,371	49,838	62,305	74,772	87,239	99,706	112,173	124,640	137,107	149,574
Actual (YTD)	-97,767	-129,814	24,943	-131,106	-129,871	-114,617	-258,825	-149,523	132,654	161,858	-9,160	123,791

Feb. 8 /FY 2018:\$2,038,019
 Feb. 8/FY 2017 \$1,588,693
 Feb. 8/FY 2016 \$1,494,568
 Feb. 8/FY 2015 \$1,697,515

SEPT. AND MARCH HAVE 3 PAYROLLS

** HAD FIVE MONDAYS WITH REPORTED MEDICAL CLAIMS **

Memorandum

DATE: March 27, 2018
TO: Honorable Mayor and Council
FROM: Catherine Wilson, Human Resources Director
RE: Discussion and consideration of continuation with the Blue Cross and Blue Shield (BCBS) network Blue Preferred, and establishing the health premiums for the fiscal year 2018-2019 in the amounts necessary for the Employee Health Plan to be actuarially sound and to cover the projected expenditures, and the adoption recommended enhancements to the Health Plan made by the Employee Life and Health committee.

This year we are happy to report that the Employee Life and Health Fund and specifically the Health Plan has performed well as has been reflected in our renewal agreements. Because the Health Plan performance was better than past years Blue Cross and Blue Shield (BCBS) of Oklahoma passed on to the plan a prescription rebate of \$32.57 which dropped our administration fee to \$28.16 per employee per month. Although, we saw a 6.7% increase in our Stop Loss coverage, due to the low Administration fees we really only saw a 4.87% decrease in overall administrative fee costs. The employee committee is making the following recommendations for the Plan year 2018-19:

- The monthly total premiums per tier remain at the current rates. As part of the premium structure and as approved last plan year the retiree premium split will be 50/50 this year and 60/40 for the 2019/2020 plan year. The premium rate sheet is attached to this agenda item.
- To keep the Plan Design “as is,” with some minor benefit enhancements.
 - To increase the vision material allowance from \$150.00 to \$200.00 bi-annually, this will cost the Plan approximately \$8,500.00
 - To introduce MDLive – accessing a medical doctor via a cell phone or computer the cost will be \$0.45 PEPM with a \$44.00 per visit cost. The member will pay a \$10.00 co-pay
 - The plan will assume the cost of Diabetic Testing supplies giving the participant \$0.00 co-pay. The estimated cost to the plan will be approximately \$19,000.00
 - CRX will begin to cover some Over the Count prescriptions giving the participant a \$0.00 copay, these medications will cost the plan less coming from CRX than we are now paying
 - Removing the accumulation provision from the Dental Plan. This means that the preventative cleanings will no longer count toward the \$1,000.00 annual benefit maximum; this will cost the plan approximately \$7,250.00.

Staff recommends the approval of the language, plan changes, and proposed premium rates as presented in the attached materials.



Catherine Wilson, Human Resources Director

MIDWEST CITY HEALTH PREMIUMS - BCBS PREFERRED NETWORK

EFFECTIVE JULY 1, 2018 TO JUNE 30, 2019

ACTIVE EMPLOYEES

TIER	2018/2019 EE MONTHLY PREMIUM	2018/2019 EE BI-WEEKLY PREMIUM	2018/2019 CITY MONTHLY PREMIUM	2018/2019 CITY BI-WEEKLY PREMIUM	2018/2019 CITY TOTAL MONTHLY PREMIUM	2018/2019 CITY TOTAL MONTHLY DENTAL PREMIUM
EE ONLY	91.39	42.18	395.27	182.43	486.66	31.80
EE & SP	374.29	172.75	733.08	338.34	1107.37	63.62
EE & CH	320.64	148.99	482.13	222.52	802.77	73.16
EE & FAM	426.11	196.66	986.64	455.97	1412.75	111.56

RETIREES PRE-65

TIER	2018/2019 EE MONTHLY PREMIUM	2018/2019 CITY MONTHLY PREMIUM	2018/2019 CITY TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2018/2019 RETIREE MONTHLY PREMIUM	TOTAL MONTHLY INCREASE OR DECREASE IN RETIREE PAYMENT
RE ONLY	243.33	243.33	486.66	31.80	2.30	277.43	-111.35
RE & SP	553.65	553.66	1107.31	63.62	2.30	619.57	16.42
RE & CH	401.38	401.39	802.77	73.16	2.30	476.84	-90.49
RE & FAM	706.37	706.38	1412.75	111.56	2.30	820.23	51.78

RETIREES POST-65

TIER	2018/2019 EE MONTHLY PREMIUM	2018/2019 CITY MONTHLY PREMIUM	2018/2019 CITY TOTAL MONTHLY PREMIUM	RETIREE PAID DENTAL	RETIREE PAID LIFE	2018/2019 RETIREE MONTHLY PREMIUM	TOTAL MONTHLY INCREASE OR DECREASE IN RETIREE PAYMENT
RE ONLY	170.7	170.71	341.41	31.80	2.30	204.80	-135.61
RE & SP	388.43	388.44	776.87	63.62	2.30	454.35	-87.60

*****NOTE*****

The Midwest City Employee Life and Health Plan Committee developed and the City Council approved a three year plan to change the contributions for retirees to a 60/40 premium split beginning in the L&H Plan year 2017/2018. The 2018/2019 L&H Plan year is the second year in this premium plan and the premiums were split 50/50 with the retirees paying half of the premium per tier and the City paying half of the premium per tier. For the L&H Plan year 2019/2020 the premium split for the retirees will be 60/40 with the retirees paying 60% of the premium and the City paying 40% of the premium.

COBRA RATES:

MEDICAL: BLUE PREFERRED

TIER	2018/2019 CITY TOTAL MONTHLY PREMIUM	2018/2019 MONTHLY COBRA MEDICAL PREMIUM	2018/2019 CITY TOTAL MONTHLY DENTAL PREMIUM	2018/2019 MONTHLY COBRA DENTAL PREMIUM
EE ONLY	486.66	496.39	31.80	32.44
EE & SP	1,107.31	1,129.46	63.62	64.89
EE & CH	802.77	818.83	73.16	74.62
EE & FAM	1,412.75	1,441.01	111.56	113.79



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

DATE: March 27, 2018
TO: Honorable Mayor and Council
FROM: Catherine Wilson, Human Resources Director

RE: Discussion and consideration of renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of \$55,560 to include the coordination and management of benefit services, serving as the liaison with PlanSource to provide an electronic platform for streamlining benefit enrollments and information, and for the coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) with Discovery Benefits for the 2018-19 fiscal year.

This agreement will ensure that GBS will continue to provide on an as-needed basis services and will now include the new services effective July 1, 2018 in the following areas as they pertain to the Employee Health and Life Benefits Plan(s):

- The coordination and management of benefit services serving as the liaison between Midwest City and PlanSource to provide an electronic platform for streamlining benefit enrollments and information
- The coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) on behalf of Midwest City
- Renewal Analysis
- Periodic Plan Financial Reports (for budget preparation and planning)
- End of year Financial Reports
- Benefit Plan Design and/or Redesign
- Legislative and Corporate Compliance Support
- Carrier Marketing and Negotiations as directed by the City
- Assistance in Developing a HIPPA Compliant Wellness Program
- Employee Education Programs
- Communication Materials for all Benefits
- Benefit Administration Assessment
- Market and Benchmark Studies
- Other services are available upon mutual agreement of the parties

We feel that the consulting services provided to date have been beneficial to the Employee Health Plan. Thus far; Gallagher has been assisting in updating the Health Plan Document to make sure that it is compliant with all federal and state guidelines. Gallagher has been assisting with the development of the Wellness Plan document and implementation of the Wellness Plan. Gallagher



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

was helpful in analyzing the renewals and in recommending actuarial correct funding levels for the plan.

Staff feels that investigating the possibility of providing additional options to our employees is important. GBS will assist us in investigating these options, and in designing or redesigning the plan to accommodate changes that will help to lower cost for both the employees and the City.

Staff recommends approval of the amendment of the agreement.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a long horizontal flourish extending to the right.

Catherine Wilson, Human Resources Director

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between Gallagher Benefit Services, Inc., ("Gallagher") and City of Midwest City (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement of Services

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is July 1, 2018. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like

character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. *Confidentiality*

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client’s expense) to limit such disclosure.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. *Indemnification Rights and Limitation of Liability*

Gallagher will promptly defend, indemnify and hold the Client harmless from and against any and all third-party claims, suits, actions, liabilities, losses, expenses or damages which the Client may incur as a result of any violation by Gallagher of any law, or any loss or expense to the Client caused by the negligent act or omission of Gallagher or any breach of this Agreement. However, notwithstanding any other term or provision of this Agreement, Gallagher shall not be liable to the Client for any exemplary, special, indirect, incidental, consequential or punitive damages (including but not limited to lost profits) which may result from Gallagher's action or its failure to perform any term or condition of this Agreement, whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. Furthermore, the aggregate liability under this Agreement, if any, of Gallagher to the Client for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: City of Midwest City
Attention: Catherine Wilson
100 N. Midwest Blvd
Midwest City, OK 73110

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Steve Stoll
615 E. Britton Road
Oklahoma City, OK 73114

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Oklahoma without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Survival of Provisions. Sections 5 and 6 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

EXHIBITA SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data

- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

COORDINATE AND MANAGE SECTION 125 SERVICES:

- Gather information and assist Client with coordinating the Section 125 services provided by Discovery Benefits.
- Serve as a primary liaison between the Client and Discovery Benefits to help Client supervise Discovery Benefits services.
- Gallagher shall coordinate the payment of all uncontested and properly documented fees associated with Discovery Benefits as outlined in the contract between the Client and Discovery Benefits form fees received by Gallagher. (This duty terminates immediately upon termination of this Agreement.)
- Gallagher and the client mutually agree that Gallagher shall not be liable for services to provided by Discover Benefits.

EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT

Line of Coverage/Service	Insurance Company	Commission ¹ / Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	\$55,560.00 Per Year	7/1/2018
Medical Admin w/Stop Loss	BCBS of Oklahoma	n/a / \$1.00 - \$1.50 PEPM	n/a	n/a	7/1/2018
Dental	Sun Life	n/a / 0.5% to 2%	n/a	n/a	7/1/2018
Life / AD&D	Sun Life	15% / 0.5% to 2%	n/a	n/a	7/1/2018
Voluntary Life / AD&D	Sun Life	15% / 0.5% to 2%	n/a	n/a	7/1/2018
Voluntary Short Term Disability	Sun Life	15% / 0.5% to 2%	n/a	n/a	7/1/2018
Voluntary Long Term Disability	Sun Life	15% / 0.5% to 2%	n/a	n/a	7/1/2018
Long Term Disability	Sun Life	15% / 0.5% to 2%	n/a	n/a	7/1/2018
Accident	Sun Life	20% / 0.5% to 2%	n/a	n/a	7/1/2018
Critical Illness	Sun Life	17% / 0.5% to 2%	n/a	n/a	7/1/2018

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

Memorandum

TO: Honorable Mayor and City Council
FROM: Catherine Wilson, Human Resources Director
DATE: March 27, 2018

SUBJECT: Discussion and consideration of renewing for the Fiscal Year 2018/2019 the Blue Cross and Blue Shield COBRA contract in the amount of \$75.00 per month administration fees, \$10.00 per month for each participant and a \$10.00 notification fee per participant.

Blue Cross and Blue Shield COBRA is a standard contract and a required part of the Health Plan, BCBS has not raised fees for this service.

Staff recommends approval of this item.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, HR Director

HCSC COBRA ADMINISTRATIVE SERVICES ADDENDUM

(If applicable, attach to Benefit Program Application)

<input type="checkbox"/> NO CHANGES	ACCOUNT INFORMATION
Employer Name: <u>City of Midwest City</u>	
Employer Account Number(s): <u>621602</u>	
COBRA Services	
COBRA Administrative Billing Services Only: <input type="checkbox"/> Yes <input type="checkbox"/> No	
COBRA Administrative Full Services: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Notification Services included: (Full Services) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Conversion Rights included: (Full Services) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Monthly Reports* included: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes:</i> Email Address: <u>cwilson@midwestcityok.org</u>	
*Paper reports provided by mail/electronic reports via email	
Effective date(s) of services if different from ASO Effective Date of Coverage:	
COBRA Service Charges	
Billing Services Fee per Participant per month: \$10.00	
<i>If Notification Services included (Full Services)</i>	
Notification Fee [per Participant, per notification]: \$10.00	
Monthly Administrative Fee: \$75.00	
The Employer will pay HCSC a sum of One Hundred Dollars (\$100.00) per hour for any system programming costs associated with non-standard administration services.	
COBRA Membership	
Number of Active Members*:	
Number of current COBRA participants/members*:	
Number of current COBRA retiree participants/members*:	
<i>*Full Service Unit (FSU) set-up of participants/members in BlueStar required</i>	
FSU Location:	
FSU Contact:	Email Address:
Is all COBRA participant census information attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is all COBRA participant coverage(s) and level elected information attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is all dependent census information attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

COBRA Coverage		
Are rates (SINGLE/FAMILY or TIERED) for all coverages attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is 2% included in attached rates? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Does Employer have any non-HCSC coverage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If Yes, Other Carrier(s):		
Name: Sun Life Assurance Company of Canada (Dental Carrier)		
Address: P.O. Box 69421		Email Address:
City: Harrisburg	State: PA	Zip: 17106-9421
Administrative Contact: Scott Edie	Phone Number: 1-888-222-3660	Fax Number:
Name:		
Address:		Email Address:
City:	State:	Zip:
Administrative Contact:	Phone Number:	Fax Number:
COBRA coverage begins: <input checked="" type="checkbox"/> On date of Qualifying Event <input type="checkbox"/> First of month following date of Qualifying Event		
Should 150% of the COBRA premium be charged to participants eligible for disability extension for the remaining 11 months of COBRA? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(Extension is from 18 months to 29 months when deemed disabled by Social Security)</i>		
Is contract provided and signed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Prior COBRA administrator info:		
Name:		
Address:		Email Address:
City:	State:	Zip:
Administrative Contact:	Phone Number:	Fax Number:

Lynette Davis 3/9/18



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

MEMORANDUM:

To: Honorable Mayor and Council
From: Catherine Wilson, Human Resources Director
Date: March 27, 2018

Re: Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2018/2019 entering into the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2018/2019 for a net cost of \$28.16 per employee per month.

Attached is a copy of the agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide administrative services for the Employee Health Benefits Plan for FY 2018/2019. The rates in this agreement reflect an approximate -21.81% reduction in administrative fees over last year. This is accomplished through the claims factor reduction due to utilization of the Blue Preferred Network, as BCBS is able to negotiate deeper discounts with providers in these networks thus reducing the claims factor significantly.

Staff recommends approval.

Catherine Wilson, Human Resources Director

Benefit Program Application ("ASO BPA")

Applicable to Administrative Services Only (ASO) Group Accounts
administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 621602 Group Number(s): 621602 Section Number(s): ALL

Legal Employer Name: City of Midwest City

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan*: Yes No

Is your ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:
Non-Federal Governmental Plan (Public Entity) ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? Yes
If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/Day/Year) 07 / 01 / 2018

Anniversary Date: (Month/Day/Year) 07 / 01 / 2019

Account Information

NO CHANGES SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): 9111

Employer Identification Number (EIN): 736027530

Address: 100 N. Midwest Blvd

City: Midwest City

State: OK

ZIP: 73110-4319

Administrative Contact: Catherine Wilson

Title: Human Resources Director

Email Address: cwilson@midwestcityok.org

Phone Number: 405-739-1235

Fax: 405-739-1359

Wholly Owned Subsidiaries:

Affiliated Companies:

(If Subsidiaries or Affiliated Companies listed above are to be covered, Employer hereby confirms that Employer and the listed Subsidiaries and/or Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), (c) or (m).)

Blue Access for Employers (BAE) Contact: Catherine Wilson

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: cwilson@midwestcityok.org

Phone Number: 405-739-1235

Fax Number: 405-739-1359

The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

Producer of Record

NO CHANGES SEE ADDITIONAL PROVISION

Effective: _____

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from Blue Cross and Blue Shield of Oklahoma, a division of Health Care Service Corporation (HCSC), a Mutual Legal Reserve Company, and HCSC subsidiaries for Employer's employee benefit programs. This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Are commissions to be paid? Yes No

Producer or Agency to whom commissions are to be paid*: Gallagher Benefit Services

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Tax ID Number (TIN) of Producer or Agency: Gallagher Benefit Services

Producer #: 002272000

NPN: 364291971

Address: 615 E. Britton Rd.

City: Oklahoma City

State: OK

ZIP: 73114

Phone: 405-471-5020

Fax:

Email: Daniel_Somers@ajg.com

Is Producer/Agency appointed with HCSC in Oklahoma? Yes No

Commissions:

- PCPM \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)
- Flat \$ Does a Monthly Cap Apply Yes No \$ (If cap is annual, divide by twelve)
- Percentage of Stop Loss: % Fees Single: \$ Family: \$ Aggregate: \$

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Additional Comments: _____

Schedule of Eligibility NO CHANGES SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions

1. Eligible Person means:

- A full-time employee of the Employer.
- A full-time employee of the Employer who is a member of: _____ (name of union)
- Other: A Full time employee, a retiree and elected official

Eligible Classes of Retirees.

Notwithstanding any other state or federal law, an eligible Retiree may continue, at their own expense, coverage under this plan following termination of their active status.

Are any classes of employees to be excluded from coverage? Yes No

If yes, please identify the classes and describe the exclusion: _____

2. Employee Definition

Full-Time Employee means:

- A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- Other: 1. A regular, full-time employee of the employer who regularly works at least 30 hours per week and who has been employed continuously for a period of at least two (2) months.
- 2. A regular, part-time employee of the employer who regularly works less than 30 hours per week and who has been covered by this plan as a full-time employee of the employer at least 10 years.
- 3. An elected official of the employer.

Group's retiree provisions should be as follows:

Retiree:

An eligible Retiree shall be defined as any former Employee who receives a continuing benefit pursuant to the provisions of the Oklahoma Firefighters Pension and Retirement System, or the Oklahoma Police Pension and Retirement System, or an Employee who worked for a period of at least eight (8) years or more for the Employer on a full-time basis and had a standard work-week of thirty (30) hours or more (or an annual budgeted work week averaging thirty (30) hours or more per standard work-week and for whom benefits were budgeted by the Employer). Elected officers shall be eligible for the plan as a retiree as long as elected officers have served eight (8) or more years with the City of Midwest City and who has continuously participated in the health benefits plan at the City of Midwest City at the time of retirement. The surviving Spouse or surviving minor child or children of a retiree may continue in force, at their own expense, the Plan, provided the surviving Spouse or surviving minor child or children continuously participated in the Plan at the then time of death of the Retiree. To continue in force the Plan, the surviving Spouse or surviving minor child or children shall notify the Plan Administrator within 30 days of death of the Retiree.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Due to being permanently and totally disabled as the result of a job-related sickness or accident suffered while working for the Employer as determined by the Worker's Compensation Court or effective April 4, 2010

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:
- The date such person ceases to meet the definition of Eligible Person.
 - The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
 - Other: RETIREE ENROLLMENT PROVISIONS

Important – Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.

Retiree enrollment is classified in the following manner:

Initial enrollment – coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Medicare – All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status – application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Termination of Coverage. Termination of coverage may occur in one of the following ways:

1. Upon termination of the Plan.
2. Thirty (30) days from the due date of the required contribution if unpaid, together with any accrued late charge(s).
3. The Retiree does not elect to continue coverage at open enrollment, or notifies the Plan Administrator of their intent to terminate coverage.

Once retiree coverage is terminated, it cannot be reinstated without first returning to Active Employee status.

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan? (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted applicable by law)

- The date of employment.
- The _____ day of employment.
- The 1st day of the month following 2 month(s) of employment.
- The _____ day of the month following _____ days of employment.
- The _____ day of the month following the date of employment.
- Other: RETIREE ENROLLMENT PROVISIONS

Important – Failure to elect retiree coverage when first eligible shall waive any future rights to apply for retiree coverage.

Retiree enrollment is classified in the following manner:

Initial enrollment – coverage for eligible retiree participants will become effective on the day following a retiree's retirement date from employment with the City of Midwest City and/or the day immediately following their termination from active coverage as provided under this Plan, provided that the retiree has elected to participate under this coverage within thirty (30) days from the date of their retirement with the Employer. Coverage will be retroactive to the last date of coverage as an active employee.

Proprietary and Confidential Information of Claim Administrator

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Medicare – All retirees eligible for Medicare must elect and enroll in Part A and Part B if electing retiree coverage with the Employer.

Subsequent changes in status – application for a change in status from single to family coverage, or the addition of a previously not-covered dependent. All subsequent enrollments are subject to acceptance only during an open enrollment period. Enrollment occurs only once each year during the month of May.

Is the waiting period requirement to be waived on initial group enrollment? Yes No

Are there multiple new hire waiting periods? Yes No

If yes, please attach eligibility and contribution details for each section.

5. Domestic Partners covered: Yes No

If yes: a Domestic Partner is eligible to enroll for coverage

If yes, are Domestic Partners eligible for continuation of coverage? Yes No

If yes, are dependents of Domestic Partners eligible to enroll for coverage? Yes No

If yes, are dependents of Domestic Partners eligible for continuation of coverage? Yes No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for Domestic Partners.

6. Limiting Age for covered children: Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

7. Are unmarried step-children under the limiting age eligible for coverage? Yes No

If yes, is residency with the employee required? Yes No

8. Are unmarried grandchildren eligible for coverage?

No Yes (answer the question below)

Must the grandchild be dependent on the employee for federal income tax purposes at the time application is made?

Yes No

9. Termination of coverage upon reaching the Limiting Age:

The last day of coverage is the day prior to the birthday.

The last day of coverage is the last day of the month in which the limiting age is reached.

The last day of coverage is the last day of the billing month.

The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.

The last day of coverage is the day prior to the Employer's Anniversary Date.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the limiting age even if the child continues to be both disabled and dependent on the employee?

Yes No

However, such coverage shall be extended in accordance with any applicable federal or state law. *The Employer will notify HCSC of such requirements.*

10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?

Yes (specify number of days below) No

Temporary Layoff: days Disability: days Leave of Absence: days

However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify HCSC of such requirements.

11. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, Family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, Family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for assistance under a state Medicaid or CHIP premium assistance program.

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when eligible to do so, during the Employer's Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period.

Specify Open Enrollment Period: 05/01/2018-05/31/2018

- Annual/open enrollment – late applicant may apply during open enrollment
 Annual/open enrollment

12. * Does COBRA Auto Cancel apply? Yes No

Member's COBRA/Continuation of Coverage will be automatically cancelled at the end of the member's eligibility period.

***Not recommended for accounts with automated eligibility*

Lines of Business (Check all applicable services)	<input type="checkbox"/> NO CHANGES <input checked="" type="checkbox"/> See Additional Comments
<p><u>Medical Plan Services:</u></p> <p><input type="checkbox"/> Blue Choice PPO</p> <p><input type="checkbox"/> Blue Traditional (In and Out of Network Benefits)</p> <p><input type="checkbox"/> BlueOptions</p> <p><input type="checkbox"/> BlueOptions Select PPO</p> <p><input checked="" type="checkbox"/> Blue Preferred</p> <p><input type="checkbox"/> Out of Area (Traditional)</p> <p><u>Additional Services:</u></p> <p><input checked="" type="checkbox"/> Blue Care Connection®</p> <p><input type="checkbox"/> Wellness Incentives</p> <p><input checked="" type="checkbox"/> Well onTarget®</p> <p><input type="checkbox"/> Blue Directions (Private Exchange) <i>(If selected, the Blue Directions Addendum is attached and made a part of the Agreement.)</i></p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input checked="" type="checkbox"/> Other MD Live Virtual Visits</p> <p><input type="checkbox"/> Other</p>	<p><u>Consumer Driven Health Plan:</u></p> <p><input type="checkbox"/> Blue Edge (HCA) <i>(If selected, complete separate HCA BPA)</i></p> <p><input type="checkbox"/> Blue Edge (HSA) (vendor: _____)</p> <p><input type="checkbox"/> Blue Edge FSA (vendor: ConnectYourCare)</p> <p><u>Prescription Drugs:</u> <i>(If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA)</i></p> <p>Pharmacy Network:</p> <p><input type="checkbox"/> Traditional Select Network</p> <p><input checked="" type="checkbox"/> Advantage Network</p> <p><input type="checkbox"/> Preferred Network</p> <p><input type="checkbox"/> Elite Network</p> <p><input type="checkbox"/> Network on PBM Fee Schedule Addendum</p> <p>Drug List: Performance Drug List</p> <p>Other (please specify): _____</p> <p><u>Ancillary Services:</u></p> <p><input type="checkbox"/> Dental Plan Services</p> <p><input checked="" type="checkbox"/> Vision Plan Services</p> <p><input checked="" type="checkbox"/> Stop Loss Coverage <i>(if selected, complete separate Exhibit to the Stop Loss Coverage Policy)</i></p> <p><input type="checkbox"/> Dearborn National Life Insurance <i>(if selected,</i></p>

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

	<i>complete separate Life application)</i> <input checked="" type="checkbox"/> COBRA Administrative Services <i>(if selected, complete separate COBRA Administrative Services Addendum)</i>
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FEE SCHEDULE

Payment Specifications	<input checked="" type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Employer Payment Method: <input type="checkbox"/> Online Bill Pay <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Auto Debit <input type="checkbox"/> Check	
Employer Payment Period: <input checked="" type="checkbox"/> Weekly <i>(cannot be selected if Check is selected as payment method above)</i> <input type="checkbox"/> Semi Monthly <input type="checkbox"/> Monthly	
Claim Settlement Period: <input checked="" type="checkbox"/> Monthly	
Run-Off Period: Employer payments are to be made for <u>12</u> months following end of Fee Schedule Period. <i>Standard is twelve (12) months.</i>	
Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: Months.	

Administrative Per Employee per Month (PEPM) Charges				
Administrative Fee	\$59.28	\$ _____	\$ _____	\$ _____
Dental	\$ _____	\$ _____	\$ _____	\$ _____
Claims Fiduciary	\$1.00	\$ _____	\$ _____	\$ _____
*Rebate Credit for the Prescription Drug Program	\$(32.57)	\$ _____	\$ _____	\$ _____
Commissions	\$ _____	\$ _____	\$ _____	\$ _____
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$0.45	\$ _____	\$ _____	\$ _____
Other: Other Services List Service:	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____

Proprietary and Confidential Information of Claim Administrator
 Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Total	\$28.16	\$ _____	\$ _____	\$ _____
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*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager (PBM) to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Total:		\$ _____

Other Service and/or Program Fee(s) **NO CHANGES** **SEE ADDITIONAL PROVISIONS**

Not applicable to Grandfathered Plans

External Review Coordination: Yes No If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Federal Affordable Care Act external review process.

Reimbursement Service: Yes No

If yes: The Employer has elected to utilize the reimbursement service offered by the Claim Administrator, the Corporate Reimbursement Subrogation department. It is understood and agreed that in the event the Claim Administrator makes a recovery on a third-party liability claim, the Claim Administrator will retain 25% of any recovered amounts other than recovered amounts received as a result of or associated with any Workers' Compensation Law.

Claim Administrator's Third Party Recovery Vendors and Law Firms (other than Reimbursement Services):

Employer will pay no more than 25% of any recovered amount made by Claim Administrator's Third Party Recovery Vendor. Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third party law firm.

Alternative Compensation Arrangements: Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement.

Virtual Visits Program: Yes No If yes, Covered Persons would be able to obtain certain Covered Services remotely via video or audio only (where available) capability from Providers participating in the Virtual Visit program.

Termination Administrative Charge

As applies to the Run-Off Period indicated in the Payment Specifications section above:

- i. **For service charges (including, but not limited to, access fees) billed on a per Covered Employee basis at the time of termination of the Agreement or partial termination of Covered Employees, the Termination Administrative Charge will be the amount equal to ten percent (10%) of the annualized charges based on the service**

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

charges in effect as of the termination date or date of partial termination and the Plan participation of the two (2) months immediately preceding the termination date or date of partial termination. Such aggregate amount will be due the Claim Administrator within ten (10) days of the Claim Administrator's notification to the Employer of the Termination Administrative Charge described herein.

ii. **For service charges (including, but not limited to, access fees) billed on a basis other than per Covered Employee at the time of termination of the Agreement or partial termination of Covered Employees**, the Termination Administrative Charge will be such service charges in effect at the time of termination of the Agreement or partial termination of Covered Employees to be applied and billed by the Claim Administrator, and paid by the Employer, in the same manner as prior to termination of the Agreement or partial termination of Covered Employees.

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

Service				
Medical Run-off Administration Charge:	\$22.86	\$ _____	\$ _____	\$ _____
Dental Run-off Administration Charge	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____	\$ _____	\$ _____
Total:	\$22.86	\$ _____	\$ _____	\$ _____

Other Provisions **NO CHANGES** **SEE ADDITIONAL PROVISIONS**

1. Summary of Benefits & Coverage:
 - a. Will Claim Administrator create Summary of Benefits & Coverage (SBC):
 - Yes. Please answer question b. The SBC Addendum is attached.
 - No. If No, then skip question b and refer to the Administrative Services Agreement for further information.
 - b. Will Claim Administrator distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?
 - No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
 - Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.
2. Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? Yes No

If no: The Employer acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue as required by the Massachusetts Health Care Reform Act.
3. Case Management Program: Yes No *The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, and other health care management programs.*

4. Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: Yes No If no, Employer authorizes Claim Administrator to post Employer's pre-notification or preauthorization requirements on Claim Administrator's Website: Yes No

5. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. EHBs based on a HCSC state benchmark: Illinois Oklahoma Montana Texas New Mexico

2. EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that Employer elects: ____

3. Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Oklahoma benchmark plan.

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement with both such documents to be referred to collectively as the "Agreement" unless specified otherwise.

7. Producer/Consultant Compensation

The Employer acknowledges that if any producer/consultant acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's producer/consultant a commission and/or other compensation in connection with such services under the Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid the producer/consultant by the Claim Administrator in connection with services under the Agreement, the Employer should contact its producer/consultant.

Additional Provisions: Domestic Partners Coverage: Legally married in a state that recognizes same sex marriage.

Signature

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.

Lynette Davis *Lynette Davis*
 Sales Representative 918-551-3032 3/13/18
 403

District Phone & FAX Numbers

Daniel E. Somers
 Producer Representative

Gallagher Benefit Services

Producer Firm

615 E. Britton Road Oklahoma City, OK 73114

Producer Address

405-471-5020

Producer Phone & FAX Numbers

Daniel_Somers@ajg.com

Producer Email Address

364281971

Tax I.D. No.

Signature of Authorized Employer Representative

Print Name

Title

Date

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members shall be held each year in the corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice mailed to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Group No.: 621602 By: _____
Print Signer's Name Here
→ _____
Signature and Title

Group Name: City of Midwest City

Address: 100 N. Midwest Blvd

City: Midwest City State: OK ZIP: 73110-4319

Dated this _____ day of _____
Month Year

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third party representatives, except with written permission of Claim Administrator.



Human Resources
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1235

MEMORANDUM:

To: Honorable Mayor and Council

From: Catherine Wilson, Human Resources Director

Date: March 27, 2018

Re: Discussion and consideration of entering into a Stop Loss Policy with Health Care Service Corporation to provide and administer specific and aggregate stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2018/2019 at the rate of \$2.09 per employee per month for an aggregate attachment point of \$6,430,077 and \$71.27 per employee per month for a specific attachment point of \$150,000 per covered person.

Attached is a copy of an agreement with Health Care Service Corporation, of which Blue Cross/Blue Shield of Oklahoma is a division, to provide and administer stop loss coverage for the Employee Health Benefits Plan for the fiscal year 2018/2019. The rates in this agreement reflect a 6.7% increase in fees over last year.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, Human Resources Director



**BlueCross BlueShield
of Oklahoma**



EXHIBIT TO THE STOP LOSS COVERAGE POLICY

Employer Group Name: City of Midwest City
 Employer Group Address: 100 N. Midwest Blvd.
 City: Midwest City State of Situs: OK Zip Code: 73110-4319
 Account Number: 621602
 Employer Group Number(s): 621602
 Current Effective Date of Policy 07/01/2018
 Current Policy Period: These specifications are for the Policy Period commencing on 07/01/2018 and ending on 06/30/2019
 Claim Administrator: Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company.

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Exhibit is superseded in whole or in part by a later executed Exhibit.

A. Aggregate Stop Loss Coverage: Yes No

If yes, complete items 1. through 9. below.

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Aggregate Stop Loss Coverage shall apply to:

- Medical Claims Vision Claims
- Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager
- Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____
- Dental Claims
- For Hospital Employer Groups only: *Excludes* _____% of Home Hospital Medical claims
- Other (please specify): _____

4. Average Claim Value: _____ : (per Employee per month)

- Includes Claim Administrator's Provider Access Fee
- Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 125% of the Average Claim Value

5. Aggregate Attachment Claim Liability:

a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factor(s):

\$1044.53 for each Coverage Unit

\$1044.53 for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

6. Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

Run-Off Attachment Claim Liability Factors:

Employer's Run-Off Claim Liability shall be an amount equal to 15% of the annualized Employer Claim Liability based on the participation of the two (2) calendar months immediately preceding termination. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

7. Aggregate Stop Loss Claims

a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims if any, that exceed the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be \$6,430,077.

b. The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, Aggregate Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Final Settlement Aggregate Point of Attachment. Final Settlement Paid Claims shall equal the sum of the Paid Claims during the Final Policy Period and the Paid Claims during the Run-Off Period, less Individual (Specific) Stop Loss Claims, if any. The Final Settlement Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in items A.5. and A.6. above. However, for the Final Settlement Period the minimum Aggregate Point of Attachment shall be the minimum Aggregate Point of Attachment in item A.7.a. above increased by 15%.

c. The amount of "Run-in" Claims that is excluded from Individual (Specific) Stop Loss Coverage in item B.2. is also not eligible for Aggregate Stop Loss Coverage.

8. Stop Loss Premium (Select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the Annual Premium will be due within ten (10) calendar days of receipt of the billing.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$2.09for each Coverage Unit

\$2.09for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed.

The following applies if the answer to item A.6. above is "Yes." (Aggregate Stop Loss Coverage includes coverage of Run-Off Paid Claims):

In the event of termination at the end of the current Policy Period, an additional premium amount equal to 15% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of receipt of the billing.

9. The premium is based upon a current membership of 216 Employee Coverage Units and 354 Family Coverage Units.

B. Individual (Specific) Stop Loss Coverage: Yes No

If yes, complete items 1. through 6. below.

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage during the current Policy Period:

New Coverage (Select one from below):

Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

Renewal of Existing Coverage:

Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Individual (Specific) Stop Loss Coverage shall apply to:

Medical Claims

Vision Claims

Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____

Dental Claims

For Hospital Employer Groups only: Excludes _____% of Home Hospital Medical claims

Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

For each other Covered Person:

a. The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$150,000 per Covered Person. Such amount shall apply for the current Policy Period.

Point of Attachment: Includes Claim Administrator's Provider Access Fee
 Excludes Claim Administrator's Provider Access Fee

b. Employer's Claim Liability equals the sum of Paid Claims for a Covered Person during the current Policy Period up to the Point of Attachment specified in item b.4.a. above.

5. Individual Stop Loss Coverage includes coverage of Run-Off Paid Claims: Yes No

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims):

a. In the event of termination at the end of the current Policy Period, Individual (Specific) Stop Loss Coverage shall equal the amount of Final Settlement Paid Claims that exceed the Point of Attachment specified in item B.4. above. Final Settlement Paid Claims shall equal the sum of Paid Claims for a Covered Person during the Final Policy Period and the Run-Off Period (beginning on _____ and ending on _____).

b. In the event of termination at the end of the current Policy Period, Employer's Final Settlement Claim Liability equals the sum of Paid Claims for a Covered Person during the Final Policy Period and Run-Off Period up to the Point of Attachment specified in item B.4.a. above.

Settlements for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

6. Stop Loss Premium (select one):

Annual Premium (Due on the first day of the current Policy Period): \$_____.

Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$71.27 for each Coverage Unit

\$71.27 for each Family Coverage Unit

The following applies if the answer to item B.5. above is "Yes" (Individual (Specific) Stop Loss Coverage includes coverage of Run-Off Paid Claims): In the event of termination at the end of the current Policy Period, an additional premium amount equal to 20% of the annualized Premium based on the participation of the two (2) months immediately preceding termination will be due within ten (10) calendar days of the billing.

7. The premium is based upon a current membership of 216 Coverage Units and 354 Family Coverage Units.

Additional Provisions:

Retirees Covered: Yes No

The undersigned person represents that he/she is authorized and responsible for purchasing Stop Loss Coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Exhibit and the Stop Loss Coverage Policy into which this Exhibit shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Exhibit and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Lynnette Davis

Lynnette Davis
3/9/18

Sales Representative

Signature of Authorized Purchaser

Ribar Said

Name of Underwriter

Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Exhibit approved by Underwriting: Name of Underwriter:
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Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: March 27, 2018

Discussion and consideration of re-entering into a Memorandum of Understanding to study establishing a partnership to perform commercial solid waste management services at Tinker Air Force Base.

Attached is a copy of an updated Memorandum of Understanding between Tinker Air Force Base and the Midwest City Municipal Authority to study creating a partnership whereby city personnel collects commercial refuse at Tinker Air Force Base. The purpose of the Memorandum of Understanding is to allow Tinker Air Force Base to submit a partnership initiative to the United States Air Force, which if approved, will enhance Air Force mission effectiveness through efficiencies and economies of scale. Additionally, this project would be mutually beneficial as well for the Midwest City Municipal Authority by creating economies of scale through deferring direct overhead administrative expenses currently incurred.

The Air Force Community Partnership Program is a framework through which installation and community leaders can develop creative ways to leverage their capabilities and resources to focus on achieving reduced costs by finding shared value. The attached Memorandum of Understanding is an excellent example of merging resources, saving capability and reducing costs.

As a result of a change to federal law, public-private partnerships are now allowed to extend from a maximum of 5 years to 10 years. This change in law will allow the City of Midwest City and Tinker Air Force Base to develop a statement of work and complete a business case analysis to determine if this commercial sanitation project is mutually beneficial.

Staff recommends approval.

If you have any questions about this program, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon, Assistant City Manager

**MEMORANDUM OF UNDERSTANDING BETWEEN
MIDWEST CITY, OKLAHOMA
AND
THE 72D AIR BASE WING**

This is a Memorandum of Understanding (MOU) between Midwest City, Oklahoma and the 72d Air Base Wing. When referred to collectively, Midwest City and the 72d Air Base Wing are referred to as the “Parties”.

1. **BACKGROUND:** Under Federal Statutes, United States military installations are encouraged to evaluate the possibility of inter-governmental public/private partnerships to reduce costs and share, where appropriate, positive business relationships. Current P4 statute (10 USC 2679) encourages agreements with the local community if an arrangement can be made that benefits both the Air Force and the community as a way to save limited funding for other priorities. Over the past 24 months, the parties have actively been evaluating the possibility of Midwest City taking over responsibility for the installation refuse contract. Information has been shared and there have been a number of meetings between the parties.

3. **PURPOSE:** The purpose of extending this agreement is to formally engage in the transparent exchange of information to determine whether Midwest City’s taking over the installation’s refuse services is a good business decision for the parties. Time is of the essence and it is the hope of the parties to exchange all needed information for the creation and evaluation of the business case analysis on or before 31 Dec 2017.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. Midwest City

4.1.1. Will provide to the best of their ability a business case analysis that can be used by the 72d Air Base Wing’s use to garner support from the required organizations in the Air Force chain of Command.

4.2. The 72d Air Base Wing

4.2.1. Will provide to the best of their ability, and in a timely fashion, all publically releasable information needed by Midwest City to properly evaluate the business case analysis.

4.3. In the spirit of cooperation, the parties successfully utilized their talents to extend legislation under 10 USC 2679 which extended the public-private partnerships from its current 5 year limitation to at least 10 years. This change in federal legislation will allow partnerships the opportunity for the recapitalization of critical equipment during the agreement and benefit other public-private partnerships in the future

5. PERSONNEL: While fulfilling the spirit and intent of this Agreement, each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For Midwest City

6.1.1.1 Primary: J. Guy Henson

6.1.1.2. Alternate: Tim Lyon

6.1.2. For the 72d Air Base Wing and Installation

6.1.2.1. Primary: 72 ABW/CC

6.1.2.2. Alternate: 72 ABW/CV

6.2. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties.

6.3. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.4. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.5. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.6. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires on 1 Jan 2020 unless extended.

APPROVED:

FOR MIDWEST CITY

FOR THE 72D AIR BASE WING

Date: _____

Date: _____



MIDWEST CITY POLICE DEPARTMENT

100 N MIDWEST BLVD
MIDWEST CITY, OK 73110
405-739-1306 FAX: 405-739-1398

Memorandum

TO: Honorable Mayor and Council

FROM: Elizabeth Tuiaana, Administrative Support Manager

DATE: March 27, 2018

SUBJECT: Discussion and consideration of approving and entering into five-year lease and maintenance agreements with OneSource Managed Services for one (1) Xerox Altalink C8055 Multifunctional Full Color Device at a monthly lease rate of \$140.89; and one (1) Xerox Altalink C8045 Multifunctional Full Color Device at a monthly lease rate of \$106.26; both devices at the rate of \$0.00650 per black and white copy and \$0.0430 per color copy.

A team of users evaluated three local companies for copiers to replace the two (2) current copiers in the police department. The consensus was that OneSource Managed Services is preferred over the competitors. They also service Midwest City's Neighborhood Services and Community Development.

We would like to replace the copier in the Records Department with a higher speed color copier device with black and white copy options that have lower cost of printing. A second machine will be used on the second floor of the Police Department. This copier will be used to assist with lowering the cost of printing versus the current desktop printers.

Xerox Altalink C8055 Multifunctional Full Color Device: base price of 60 month contract at \$121.87 with options including 55 pages per minute, copy-print-scan, scan to email/folder/URL, four paper trays, optional 2000 sheet stapling finisher, Xerox Connect Key Technology, Security Kit, True Adobe Postscript, optional 2,000 sheet stapling finisher \$11.97 and optional 3-hole punch \$7.05 for a total of \$140.89/month.

Xerox Altalink C8045 Multifunctional Full Color Device: base price of 60 month contract at \$87.24 with options including 45 pages per minute, scans up to 200 images per minute, copy-print-scan, scan to email/folder/URL, 3 tray paper bank, 100 sheet bypass, full color panel, optional 2,000 sheet stapling \$11.97 and optional 3-hole punch \$7.05 for a total of \$106.26/month.

Entering into a maintenance contract for both devices at \$0.00650 black and white images and \$0.0430; maintenance includes all parts, service, toner and other consumables excluding paper and staples including service calls with a promise to have a technician to service the copiers in four hours or less. One Source also has the capability to run self-diagnostics on 90% of errors with their devices.

After weighing all options, the input of the user team and the budget, I have decided to recommend OneSource Managed Services for the lease of these machines. They appeared to have the best copier devices for the Police Department's needs and agreed to lock in the rates on both copiers for 60 months.

Staff recommends approval.

Administrative Support Manager

053
Attachment

Proposal for: Sarah Hancock, City Clerk
City of Midwest City, OK
POLICE DEPARTMENT, 1st FLOOR
OPTION 1

Replace 50 page per minute Black & White Device with a Full Color 55 page per minute multifunctional color device

Xerox Altalink C8055 Multifunctional Full Color Device

- Outputs at 55 pages per minute
- Dual Scan Automatic Document Feeder
- Scans at up to 200 images per minute
- Copy, Print and Scan
- Optional Fax
- Two 500 sheet paper trays
- 3,600 sheet lower paper tray
- Optional 2,000 Sheet Stapling Finisher
- Optional Hole Punch
- 100 sheet bypass
- 11x17 Maximum Paper Size
- Printing at 1200x1200 DPI
- Job Based Accounting
- Mobile and Cloud Ready
- Built in OCR
- Xerox Connect Key Technology
- Security Kit
- True Adobe Postscript



60 Month Lease Pricing (Includes Property Tax):

Mainframe Printer/Copier (only) 60 Month Lease.....	\$121.87
Optional 2,000 Sheet Stapling Finisher (only.....)	\$ 11.97
Optional Three Hole Punch.....	\$ 7.05
Total.....	\$140.89

Maintenance Pricing:

Maintenance Pricing:

- Black & White prints are invoiced at \$0.00650 per print with no monthly minimum
- Color Prints are invoiced at \$0.430 per print with no monthly minimum
- Maintenance will include **all parts, service, toner and other consumables excluding paper and staples**

XEROX® ALTALINK® COLOR MULTIFUNCTION PRINTER

Smart, Secure and Connected

C8030/C8035/C8045/C8055/C8070



ConnectKey®
Technology

xerox 

Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070 Color Multifunction Printer

Xerox® AltaLink devices provide new levels of capability and connectivity for mid-size, large workgroups and busy offices. With AltaLink, your extended workforce has instant and secure access to the documents, data and workflows it needs to work faster and more efficiently—from every location and with any device.

SMART AND PRODUCTIVE

You've never seen a multifunction printer like this before. From its tablet-like user interface to its right-out-of-the-box mobile-friendly connectivity options, the Xerox® AltaLink C8000 Series is the color multifunction device today's workers have been waiting for.

Optimized for business processes, and easy to manage as a standalone device or as part of an entire fleet, it's designed to enable multitasking and collaboration. Create customized workflows, automate complex tasks, print and scan directly to and from the cloud with services like Box®, Microsoft® OneDrive®, Google Drive™, Dropbox™ and Microsoft Office 365™. Connect any time, from anywhere and any device.

With the touch of a button, you can go to our Xerox App Gallery and download simple, yet powerful, serverless apps to your AltaLink color multifunction printer to increase user productivity and shorten everyday tasks.

Built-in mobile connectivity, including Near Field Communication (NFC) Tap-to-Pair, optional Wi-Fi Direct®, @PrintByXerox, Google Cloud Print™, Xerox® Print Service Plug-in for Android™ and Mopria® provides the time-saving convenience your workforce wants and needs.

POWERFUL AND SCALABLE

Your workgroups operate more efficiently and effectively with AltaLink. Manage, monitor and upgrade your entire fleet with our Embedded Web Server, or provide interactive training and support right from your desktop with our remote user interface.

Fewer maintenance hassles, less IT support, high-capacity paper trays and the ability to print on varying paper sizes add up to increased uptime and greater productivity. Scanning, printing and faxing can be done simultaneously, allowing for multitasking during peak periods—and your choice of finishing options means you can configure your AltaLink device for any work environment and any document type, including booklets, brochures and pamphlets.

BUILT-IN SECURITY

The AltaLink C8000 Series Color Multifunction Printer provides the maximum level of security through our partnership with McAfee, proactively addressing risks at the fleet and individual device level.

Multiple layers of security include data encryption, disk overwrite and industry certifications. At the user level, Secure Print holds documents for release until they're ready to be retrieved at the device.

COLOR WHERE IT COUNTS

With high resolution output of 1200 x 2400 dpi, photo-quality color images and crisp text will give your documents clarity and impact. You can also upgrade your AltaLink C8000 Series with the Xerox® EX-c C8000 Print Server Powered by Fiery®, enabling office users to quickly, efficiently and cost effectively print professional-looking documents.

XEROX® CONNECTKEY® TECHNOLOGY—THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM

From Xerox—the company that created the modern workplace—we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

Intuitive User Experience

An entirely new—and yet entirely familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

Mobile and Cloud Ready

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

Benchmark Security

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

Enables Next Generation Services

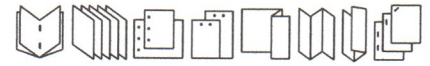
Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables, plus remote configuration for even more time savings.

Gateway to New Possibilities

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at www.connectkey.com.

FINISHING APPLICATIONS



- 1 Single-Pass Duplex Automatic Document Feeder (DADF)** saves time by simultaneously scanning both sides of two-sided documents at up to 139 impressions per minute.
- 2 Convenience Stapler** (optional) staples up to 50 sheets of 20 lb/80 gsm media.
- 3 Bypass Tray** handles up to 100 sheets of 20 lb/80 gsm, also feeds up to 110 lb Cover/300 gsm media.
- 4 Two 520-sheet adjustable trays** (standard with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in./A3 and Tray 2 handles media sizes up to 12 x 18 in./SRA3.
- 5 Envelope Kit** (optional—replaces Tray 1) provides trouble-free feeding of up to 60 envelopes.
- 6 High-Capacity Tandem Tray Module** (optional) brings the total paper capacity up to 3,140 sheets.
- 7 Four Tray Module** (optional with C8030/C8035) holds a total of 2,180 sheets.
- 8 High-Capacity Feeder** (optional) holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.
- 9 Business Ready (BR) Finisher** (optional) gives you advanced finishing functions at a great value.
- 10 BR Booklet Maker Finisher** (optional) provides advanced finishing the capability to create 60-page saddle-stitched booklets (2 to 15 sheets).
- 11 C-Fold/Z-Fold Unit** (optional) adds three folds: C-fold, Z-fold and Z-half-fold to the BR Finisher or BR Booklet Maker Finisher.
- 12 Offset Catch Tray (OCT)** (standard on all configurations and included with all finishers).
- 13 Integrated Office Finisher** (optional with C8030/C8035) provides 500-sheet stacking and 50-sheet, single-position stapling.
- 14 Office Finisher LX** (optional with C8030/C8035/C8045/C8055) gives you advanced finishing functions at a great value, and offers optional crease/score and saddle-stitch booklet making capable of 60-page booklets (2 to 15 sheets).
- 15 Xerox® Integrated RFID Card Reader E1.0** (optional) adds card based authentication with support for over 90 access cards.
- 16 Near Field Communication (NFC) Tap-to-Pair** allows users to tap their mobile device to the AltaLink C8000 user panel and instantly connect with the MFP.



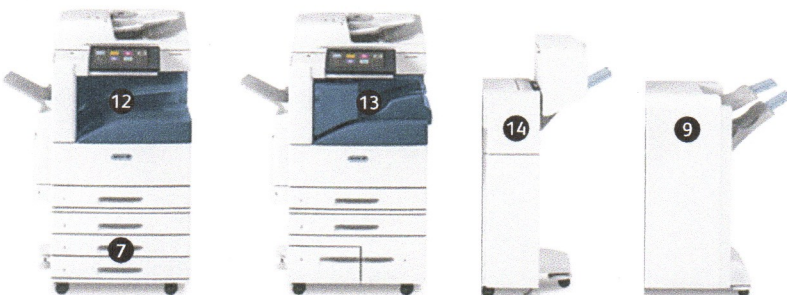
INTRODUCING MOBILE DEVICE-LIKE TOUCHSCREEN SUPERIORITY

Meet our all-new, 10.1-inch color touchscreen—the user interface that sets a higher standard for customization, ease of use and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

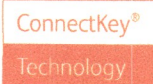
A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software smarts helps everyone who interacts with the AltaLink® C8000 Series get more work done, faster. Try our new UI at www.xerox.com/AltaLinkUI.



Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070

Color Multifunction Printer



DEVICE SPECIFICATIONS	AltaLink C8030	AltaLink C8035	AltaLink C8045	AltaLink C8055	AltaLink C8070
Speed (Color/Black-and-white)	Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 50/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle*	Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory	Minimum 250 GB HDD/Intel® Atom™ Quad Core 1.91 GHz/2 MB Cache/8 GB system memory				
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Wi-Fi Direct® with optional Xerox® USB Wireless Adapter, NFC Tap-to-Pair				
Optional Controller	Xerox® EX-c C8000 Print Server Powered by Fiery®				
Copy and Print	Resolution Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi				
First-copy-out Time (as fast as) (from platen/warmed-up state)	8.1 seconds color/6.7 seconds black-and-white		7.8 seconds color/6.4 seconds black-and-white	7.2 seconds color/5.7 seconds black-and-white	5.2 seconds color/4.9 seconds black-and-white
First-print-out Time (as fast as)	6.5 seconds color/5.3 seconds black-and-white	6.4 seconds color/5.2 seconds black-and-white	6.5 seconds color/5.3 seconds black-and-white	6.0 seconds color/4.7 seconds black-and-white	4.7 seconds color/4.0 seconds black-and-white
Page Description Languages	Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 5c/PCL 6, Optional XML Paper Specification (XPS)				
Paper Input	Standard	Single-Pass Duplex Automatic Document Feeder: 130 sheets; Speed: up to 139 ipm (duplex); Sizes: 3.4 x 4.9 in. to 11.7 x 17 in./85 x 125 mm to 297 x 432 mm Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 19 in./89 x 98 mm to 320 x 483 mm (SEF) Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF) Tray 2: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in./140 x 182 mm to SRA3 (SEF)			
	Choose One	Four Tray Module (Trays 3 and 4—available with C8030/C8035): 1,040 sheets; 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in./140 x 182 mm to SRA3 (SEF) High Capacity Tandem Tray Module: 2,000 sheets; One 867-sheet paper tray and one 1,133-sheet paper tray; Sizes: 8.5 x 11 in./A4			
	Optional	High-Capacity Feeder (HCF): 2,000 sheets; Size 8.5 x 11 in./A4 long edge feed Envelope Tray (replaces Tray 1): Up to 60 envelopes: #10 Commercial, Monarch, DL, C5			
Paper Output/Finishing	Standard	Dual Offset Catch Tray (standard when finishers are not attached): 250 sheets each; Face up Tray: 100 sheets			
	Optional	Integrated Office Finisher (Available with C8030/C8035): 500-sheet stacker, 50 sheets stapled, single-position stapling Office Finisher LX (Available with C8030/C8035/C8045/C8055): 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages)) BR Finisher: 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching BR Booklet Maker Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 15 sheets, 60 pages) and V-folding C-Fold/Z-Fold Unit: Adds Z-folding, Letter Z-folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher Convenience Stapler: 50-sheet stapling (based on 80 gsm), includes Work Surface			

INTUITIVE USER EXPERIENCE

Customize and Personalize	Site, Function or Workflow Customization with Xerox App Gallery and Xerox® App Studio
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Xerox® Mobile Express Driver®
Xerox® Embedded Web Server	PC or mobile—Status Information, Settings, Device Management, Cloning
Remote Console/Preview	Remote User Interface
Print Features	Print from USB, Sample Set, Personal Print, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Defaults, Two-sided Printing, Draft Mode
Scan and Fax	Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR)

MOBILE AND CLOUD READY

Mobile Connectivity	Apple® AirPrint®, Google Cloud Print™ Ready, Xerox® Print Service Plug-in for Android™, Mopria® Print Service Plug-in for Android, NFC, Wi-Fi Direct Printing
Mobile Printing	@PrintByXerox, Xerox® Mobile Print, Xerox® Mobile Print Cloud, Xerox® Mobile Link App; Visit www.xerox.com/officemobileapps for available apps.
Cloud Connectivity	Print from/Scan to Google Drive™, Microsoft® OneDrive®, DropBox™, Microsoft Office 365™, Box®, Xerox® DocuShare® and more.

BENCHMARK SECURITY

Network Security	IPsec, HTTPS, SFTP and Encrypted Email, Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, SSL, TLS, Security Certificates, Automatic Self-signed Certificate
Device Access	Firmware Verification, User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enablement Kit (CAC/PIV/.NET), Xerox® Integrated RFID Card Reader E1.0
Data Protection	Encrypted Hard Disk (AES 256-bit, FIPS 140-2, Validated) and Image Overwrite, McAfee® ePolicy Orchestrator®, McAfee Integrity Control, Whitelisting, Job Level Encryption via HTTPS and Drivers
Document Security	Common Criteria Certification (ISO 15408) (undergoing evaluation), Encrypted Secure Print, FIPS Encrypted Print Drivers

ENABLES NEXT GENERATION SERVICES

Print Management	Xerox® Print Management and Mobility Suite, Configuration Cloning, Xerox® Standard Accounting, Equitrac, Y Soft, PaperCut and more partner solutions
Managing Print	Xerox® Device Manager, Xerox® Support Assistance, Auto Meter Read, Managed Print Services Tools
Sustainability	Cisco EnergyWise®, Print User ID on Margins, Earth Smart Print Settings

GATEWAY TO NEW POSSIBILITIES

Cloud Services	Xerox® Easy Translator, Xerox® Healthcare MFP (U.S. only), many additional services available
Xerox App Gallery	Many apps and cloud services available. Visit www.xerox.com/appgallery for a growing selection of apps available for adding functions to the MFP.

* Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

For more detailed specifications, including the latest certifications, go to www.xerox.com/AltalinkC8000Specs.

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**Proposal for: Sarah Hancock, City Clerk
 City of Midwest City, OK
 POLICE DEPARTMENT, 2ND FLOOR**

OPTION 1

Replace 45 page per minute Color Device with a Full Color 45 page per minute multifunctional color device

Xerox Altalink C8045 Multifunctional Full COLOR Device

- Outputs at 45 pages per minute
- Dual Scan Automatic Document Feeder
- Scans at up to 200 images per minute
- Two 500 sheet paper trays
- 3600 sheet lower paper tray
- Optional 2,000 Sheet Stapling Finisher
- Optional Fax
- Optional Hole Punch
- 100 sheet bypass
- 11x17 Maximum Paper Size
- Printing at 1200x1200 DPI
- Job Based Accounting
- Mobile and Cloud Ready
- Xerox Connect Key Technology
- True Adobe Postscript
- Security Kit



60 Month Lease Pricing (Includes Property Tax):

Mainframe Printer/Copier (only)	60 Month Lease.....	\$ 87.24
Optional 2,000 Sheet Stapling Finisher (only.....		\$ 11.97
Optional Three Hole Punch.....		\$ 7.05
	Total.....	\$ 106.26

Maintenance Pricing:

Maintenance Pricing:

- Black & White prints are invoiced at \$0.00650
- Color Prints are invoiced at \$0.0430
- Maintenance will include **all parts, service, toner and other consumables excluding paper and staples**

XEROX® ALTALINK® COLOR MULTIFUNCTION PRINTER

Smart, Secure and Connected

C8030/C8035/C8045/C8055/C8070



Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070 Color Multifunction Printer

Xerox® AltaLink devices provide new levels of capability and connectivity for mid-size, large workgroups and busy offices. With AltaLink, your extended workforce has instant and secure access to the documents, data and workflows it needs to work faster and more efficiently—from every location and with any device.

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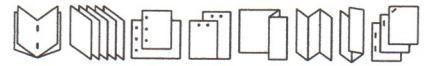
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- 4 Two 520-sheet adjustable trays** (standard with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in./A3 and Tray 2 handles media sizes up to 12 x 18 in./SRA3.
- 5 Envelope Kit** (optional—replaces Tray 1) provides trouble-free feeding of up to 60 envelopes.
- 6 High-Capacity Tandem Tray Module** (optional) brings the total paper capacity up to 3,140 sheets.
- 7 Four Tray Module** (optional with C8030/C8035) holds a total of 2,180 sheets.
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- 13 Integrated Office Finisher** (optional with C8030/C8035) provides 500-sheet stacking and 50-sheet, single-position stapling.
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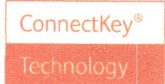
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Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070

Color Multifunction Printer



DEVICE SPECIFICATIONS	AltaLink C8030	AltaLink C8035	AltaLink C8045	AltaLink C8055	AltaLink C8070
Speed (Color/Black-and-white)	Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 50/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle*	Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory	Minimum 250 GB HDD/Intel® Atom™ Quad Core 1.91 GHz/2 MB Cache/8 GB system memory				
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Wi-Fi Direct® with optional Xerox® USB Wireless Adapter, NFC Tap-to-Pair				
Optional Controller	Xerox® EX-c C8000 Print Server Powered by Fiery®				
Copy and Print Resolution	Copy: Up to 600 x 600 dpi; Print: Up to 1200 x 2400 dpi				
First-copy-out Time (as fast as) (from platen/warmed-up state)	8.1 seconds color/6.7 seconds black-and-white		7.8 seconds color/6.4 seconds black-and-white	7.2 seconds color/5.7 seconds black-and-white	5.2 seconds color/4.9 seconds black-and-white
First-print-out Time (as fast as)	6.5 seconds color/5.3 seconds black-and-white	6.4 seconds color/5.2 seconds black-and-white	6.5 seconds color/5.3 seconds black-and-white	6.0 seconds color/4.7 seconds black-and-white	4.7 seconds color/4.0 seconds black-and-white
Page Description Languages	Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL 5c/PCL 6, Optional XML Paper Specification (XPS)				
Paper Input Standard	Single-Pass Duplex Automatic Document Feeder: 130 sheets; Speed: up to 139 ipm (duplex); Sizes: 3.4 x 4.9 in. to 11.7 x 17 in./85 x 125 mm to 297 x 432 mm Bypass Tray: 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 19 in./89 x 98 mm to 320 x 483 mm (SEF) Tray 1: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF) Tray 2: 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in./140 x 182 mm to SRA3 (SEF)				
Choose One	Four Tray Module (Trays 3 and 4—available with C8030/C8035): 1,040 sheets; 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in./140 x 182 mm to SRA3 (SEF) High Capacity Tandem Tray Module: 2,000 sheets; One 867-sheet paper tray and one 1,133-sheet paper tray; Sizes: 8.5 x 11 in./A4				
Optional	High-Capacity Feeder (HCF): 2,000 sheets; Size 8.5 x 11 in./A4 long edge feed Envelope Tray (replaces Tray 1): Up to 60 envelopes: #10 Commercial, Monarch, DL, C5				
Paper Output/Finishing Standard	Dual Offset Catch Tray (standard when finishers are not attached): 250 sheets each; Face up Tray: 100 sheets				
Optional	Integrated Office Finisher (Available with C8030/C8035): 500-sheet stacker, 50 sheets stapled, single-position stapling Office Finisher LX (Available with C8030/C8035/C8045/C8055): 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages)) BR Finisher: 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching BR Booklet Maker Finisher: 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 15 sheets, 60 pages) and V-folding C-Fold/Z-Fold Unit: Adds Z-folding, Letter Z-folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher Convenience Stapler: 50-sheet stapling (based on 80 gsm), includes Work Surface				
INTUITIVE USER EXPERIENCE					
Customize and Personalize	Site, Function or Workflow Customization with Xerox App Gallery and Xerox® App Studio				
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Xerox® Mobile Express Driver®				
Xerox® Embedded Web Server	PC or mobile—Status Information, Settings, Device Management, Cloning				
Remote Console/Preview	Remote User Interface				
Print Features	Print from USB, Sample Set, Personal Print, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Defaults, Two-sided Printing, Draft Mode				
Scan and Fax	Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR)				
MOBILE AND CLOUD READY					
Mobile Connectivity	Apple® AirPrint®, Google Cloud Print™ Ready, Xerox® Print Service Plug-in for Android™, Mopria® Print Service Plug-in for Android, NFC, Wi-Fi Direct Printing				
Mobile Printing	@PrintByXerox, Xerox® Mobile Print, Xerox® Mobile Print Cloud, Xerox® Mobile Link App; Visit www.xerox.com/officemobileapps for available apps.				
Cloud Connectivity	Print from/Scan to Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365™, Box®, Xerox® DocuShare® and more.				
BENCHMARK SECURITY					
Network Security	IPsec, HTTPS, SFTP and Encrypted Email, Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, SSL, TLS, Security Certificates, Automatic Self-signed Certificate				
Device Access	Firmware Verification, User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enablement Kit (CAC/PIV/.NET), Xerox® Integrated RFID Card Reader E1.0				
Data Protection	Encrypted Hard Disk (AES 256-bit, FIPS 140-2, Validated) and Image Overwrite, McAfee® ePolicy Orchestrator®, McAfee Integrity Control, Whitelisting, Job Level Encryption via HTTPS and Drivers				
Document Security	Common Criteria Certification (ISO 15408) (undergoing evaluation), Encrypted Secure Print, FIPS Encrypted Print Drivers				
ENABLES NEXT GENERATION SERVICES					
Print Management	Xerox® Print Management and Mobility Suite, Configuration Cloning, Xerox® Standard Accounting, Equitrac, Y Soft, PaperCut and more partner solutions				
Managing Print	Xerox® Device Manager, Xerox® Support Assistance, Auto Meter Read, Managed Print Services Tools				
Sustainability	Cisco EnergyWise®, Print User ID on Margins, Earth Smart Print Settings				
GATEWAY TO NEW POSSIBILITIES					
Cloud Services	Xerox® Easy Translator, Xerox® Healthcare MFP (U.S. only), many additional services available				
Xerox App Gallery	Many apps and cloud services available. Visit www.xerox.com/appgallery for a growing selection of apps available for adding functions to the MFP.				

* Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

For more detailed specifications, including the latest certifications, go to www.xerox.com/AltalinkC8000Specs.

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Lease Agreement # 0088771	Dealer Name: OneSource Managed Services
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LESSEE INFORMATION			
Full Legal Name Midwest City, City Of		DBA	
Billing Address 100 N Midwest Boulevard		City Midwest City	State OK
Phone 405-739-1240	Contact Name	Contact Email	ZIP Code 73110
			Lessee PO# (Optional)

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
1	Xerox Altalink C8045 Multifunction Printer		
1	Xerox Altalink C8055 Multifunction Printer		

Equipment Location (if different from Billing Address)
Police Department - 100 N Midwest Boulevard, Midwest City, OK 73110

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): <u>60</u> , plus the Interim Period, if any	B&W	0	.0065		
	Color	0	.0430		
Monthly Lease Payment: \$ <u>247.15</u> plus applicable charges & taxes	Color Level 1			N/A	N/A
	Color Level 2			N/A	N/A
	Color Level 3			N/A	N/A

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer X <i>[Signature]</i>	Date 3/9/18	Federal Tax ID # (Required) 73-6027530
Print Name <i>BRAUNTON CLABES</i>	Title (indicate President, Partner, Proprietor, etc.) <i>POLICE CHIEF</i>	

LESSOR ACCEPTANCE		
Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period, plus any applicable Excess Charges. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. **If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR

RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; **provided, however, that your obligations under this Lease shall continue unabated.**

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.**

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Monthly Lease Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to

provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement and Excess Charges included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSSED BY ANY ALLEGED BREACH BY DEALER.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's UCC financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE AND/OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations). YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under this Lease to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties, assessed by any governmental entity on the Equipment, this Lease or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

14. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation under this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the fair market value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER

REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS, discounted to present value at the Discount Rate) plus any other amounts due to us under this Lease, or (ii) the fair market value of the Equipment immediately prior to the loss or damage, as determined by XFS. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under subclauses (x), (y) or (z) in the third sentence of this paragraph in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED.** This arbitration option does not apply to any other provision of this Lease.

16. Finance Lease and Lessee Waivers. The parties agree this Lease is a "finance lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. **THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.



AMENDMENT TO COST PER COPY AGREEMENT # 0088771

This is an amendment, dated and effective as of _____, to that certain Cost Per Copy Agreement # 0088771 ("Lease") between Midwest City, City of and **Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, ~~and you have no other funds legally available to be allocated to the payment of your obligations under this Lease,~~ you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) ~~you have used due diligence to exhaust all funds legally available,~~ and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

Handwritten initials and date: 3/9/18

ACCEPTED AND ACKNOWLEDGED:

Lessee Name: MIDWEST CITY, CITY OF
Authorized Signor: Pan WBS
Print Name: BRANDON CLARES
Title: POLICE CHIEF
Date: 3/9/18

Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and this Amendment must be the same.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: March 27th, 2018

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180110 from the State Department of Environmental Quality for the Timber Ridge Pointe Addition Section 4 Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055180110 is for the construction of 1875 L.F. of eight inch (8") sewer line to serve the Timber Ridge Pointe Addition Section 4, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

February 20, 2018

J. Guy Henson, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. SL000055180110
Timber Ridge Pointe Section 4 Addition
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055180110 for the construction of approximately 1,875 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Midwest City Timber Ridge Pointe Section 4 Addition Sewer Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 20, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning two (2) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Phillip Hagen, P. E., Crafton Tull, Inc.
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055180110

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

February 20, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,875 L. F. of eight (8) inch sewer lines and appurtenances to serve the City of Midwest City Timber Ridge Pointe Section 4 Addition Sewer Line Extension Project, located in part of SW-1/4, Section 10, T-11-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on February 20, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055180110

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water mains and sewer lines as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested in accordance with the ASTM standard for the sewer line leakage test used, with no detectable leakage prior to backfilling, in accordance OAC 252:656-5-4(c)(3).
- 13) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
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COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: March 27th, 2018

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055180109 from the State Department of Environmental Quality for the Timber Ridge Pointe Addition Section 4 Waterline Extension, Midwest City, Oklahoma.

Permit No. WL000055180109 is for the construction of 1630 L.F. of eight inch (8") and 570 L.F. of six inch (6") water line to serve the Timber Ridge Pointe Addition Section 4, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

February 16, 2018

J. Guy Henson, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No.: WL000055180109
Timber Ridge Pointe 4 Addition
Water Line Extension Project
PWSID No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055180109 for the construction of approximately 570 L. F. of six (6) inch and 1,630 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City Timber Ridge Pointe 4 Addition Water Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on February 16, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

We are returning two (2) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, Regional Manager, DEQ
Phillip Hagen, P. E., Crafton Tull, Inc.
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055180109

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

February 16, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 570 L. F. of six (6) inch and 1,630 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City Timber Ridge Pointe 4 Addition Water Line Extension Project, located in part of SW-1/4 of Section 10, T-11-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on February 16, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) Based on review of the submitted limited hydraulic analysis information, this water line design is deemed adequate to provide the 2015 International Fire Code (IFC) Appendix B, Table B105.1(1) minimum fire flow of 1,000-gpm for proposed residential housing with a fire surface area of not greater than 3,600-ft.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted, or invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055180109

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That when it is impossible to obtain proper 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, design and construct the sewer line pipe equal to water line pipe and pressure tested to ensure adequate tightness of joints adjacent to the water line, in accordance with OAC 252:626-19-2(h)(3).
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
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GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

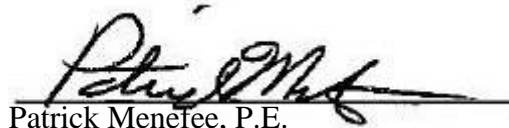
From: Patrick Menefee, P.E., City Engineer

Date: March 27th, 2018

Subject: Discussion and consideration of entering into and approving a Task Order Master Agreement for Consulting Services with C. H. Guernsey & Company.

The accompanying proposed task order agreement is for consulting services with C. H. Guernsey & Company. The agreement sets the terms of agreement between the city and the consultant for all current and future contracts. This is an accompanying item to the Waste Management feasibility study approved March 13th, 2018.

Staff recommends approving the agreement.



Patrick Menefee, P.E.
City Engineer

Attachment

TASK ORDER MASTER AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT made the _____ day of _____, 2018, between the City of Midwest City, Oklahoma, a municipal corporation hereinafter the "CITY," and C. H. Guernsey & Company, hereinafter "GUERNSEY."

GUERNSEY's services will be detailed in a duly executed Task Order for each Specific Project. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement. Each Task Order will include schedules for the Scope of Services, Compensation, Payment, and any special project requirements.

General Terms of Agreement:

- Article 1 Services
Article 2 CITY's Responsibilities
Article 3 Changes
Article 4 Opinion of Probable Cost
Article 5 Compensation and Payments
Article 6 Termination
Article 7 Disputes
Article 8 Consequential Damages
Article 9 Indemnity
Article 10 Insurance
Article 11 Miscellaneous Provisions

1.3 The services provided by GUERNSEY, GUERNSEY's employees and GUERNSEY's consultants shall be enumerated in Schedule A of the Task Order. Services shall be performed as expeditiously as is consistent with professional skill and care. The services and their several phases will be performed in accordance with the schedule provided in the Task Order. The schedule shall make allowances for the CITY's reviews, for performance by GUERNSEY's and the CITY's other consultants and for approval of submissions by authorities having jurisdiction over the Specific Project. The schedule shall not be exceeded except for reasonable cause.

Schedules:

- Schedule A Scope of Services
Schedule B Compensation
Schedule C Payment
Schedule D Insurance
Schedule E Governing Law / Dispute Resolution
Schedule F Other Modifications

1.4 GUERNSEY's representative identified in the Task Order shall be authorized to act on GUERNSEY's behalf on the Specific Project. GUERNSEY shall be an independent contractor responsible for the means and manner of providing its services. GUERNSEY may subcontract portions of the services to others and shall provide the CITY with a list of subconsultants.

TERMS OF AGREEMENT

The CITY and GUERNSEY agree as follows:

ARTICLE 1 - SERVICES

- 1.1 This Agreement is not a commitment by the CITY to GUERNSEY to issue any Task Orders.
1.2 GUERNSEY shall not be obligated to perform any prospective Task Order unless and until the CITY and GUERNSEY agree on the particulars of the Specific Project, including the scope of GUERNSEY's services, time for performance, GUERNSEY's compensation, and all other appropriate matters.

1.5 GUERNSEY shall maintain the confidentiality of information specifically designated in writing as confidential by the CITY, except GUERNSEY may release information as required by legal or administrative process, is required to prevent significant harm to the public or is required for GUERNSEY to establish a claim or defense in an adjudicatory proceeding.

1.6 The services shall be performed in accordance with the standard of due care, skill, technique, and learning prevailing in the professional engineering, architecture, landscape architecture and environmental science profession for services of the kind performed. GUERNSEY shall review laws, codes and regulations applicable to the

services and shall comply with requirements imposed by governmental authorities having jurisdiction over the Project.

1.7 When requested for a Specific Project and provided in a Task Order, GUERNSEY shall provide the following Services:

1.7.1 Study Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

1.7.2 A Project Plan or Construction Documents defining the Work to be accomplished by a Contractor. The Project Plan or Construction Documents will consist, as appropriate, of drawings, maps, and specifications fixing the requirements for the Work. Preparation of the Project Plan or Construction Documents may include a Preliminary Design Phase, Final Design Phase, Bidding or Negotiating Phase, and a Construction or Contractor Work Phase in accordance with the Task Order requirements.

a. Preliminary Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

b. Upon approval of the Preliminary Design, GUERNSEY shall provide the Final Design Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

c. Assist the CITY with taking bids or negotiating a contract for the Work by providing services as shown in Schedule A, and as modified and expanded in a Task Order.

d. Construction or Contractor Work Phase services as shown in Schedule A, and as modified and expanded in a Task Order.

ARTICLE 2 – CITY’S RESPONSIBILITIES

2.1 The CITY shall furnish GUERNSEY full information regarding requirements for and limitations on the Project.

2.2 When requested by GUERNSEY, the CITY shall furnish previous studies, surveys and legal descriptions of land (including locations of underground structures and utilities), records, drawings and specifications for buildings and the history of land use within and bordering the Project, or the CITY shall compensate GUERNSEY for the cost to obtain such information. GUERNSEY shall be entitled to rely on the accuracy and completeness of CITY furnished information and services and information obtained from the public record. GUERNSEY shall provide prompt written notice to the CITY if GUERNSEY becomes aware of errors, omissions, or inconsistencies in the CITY’s data or services.

2.3 When required for the Project, the CITY shall authorize the services of testing laboratories, drilling contractors or excavators.

2.4 The CITY shall establish a budget for the Project and update the budget periodically.

2.5 The CITY’s Representative designated in a Task Order shall be authorized to act on the CITY’s behalf on the Project.

2.6 The CITY shall give prompt written notice to GUERNSEY if the CITY becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in GUERNSEY’s services.

2.7 In the event the CITY does not own or lawfully control the Project site, the CITY warrants to GUERNSEY that it will obtain lawful permission from the Project site owner for a right-to-enter and occupy the Project site sufficiently broad in time and extent as needed by GUERNSEY, its employees, agents and subcontractors to provide the services. GUERNSEY agrees that its employees, agents and subcontractors shall comply with all

health and safety requirements of the Project site owner that are imposed in writing upon GUERNSEY as a condition of its right-to-enter and occupy the premises. Failure to provide the right to enter and occupy the premises shall entitle GUERNSEY to an equitable adjustment in the schedule and compensation.

ARTICLE 3 – CHANGES

- 3.1 The CITY may order changes in the services in writing. GUERNSEY's compensation and the schedule shall be equitably adjusted.
- 3.2 GUERNSEY shall be entitled to an equitable adjustment in the schedule and compensation if any of the following occur:
 - 3.2.1 Change in or delay in the CITY's instructions or approvals;
 - 3.2.2 Enactment or revision of codes, laws or regulations or a change in their official interpretation;
 - 3.2.3 Undisclosed or previously undiscovered health or safety hazards from pollutants or hazardous materials;
 - 3.2.4 Failure of the CITY's other consultants to perform;
 - 3.2.5 Preparation for and attendance at a public hearing, a dispute resolution proceeding or legal proceeding except where GUERNSEY is a party thereto.

ARTICLE 4 – OPINION OF PROBABLE COST

- 4.1 The estimated cost of the Work shall include the effort to accomplish the Work described in plans, drawings and specifications prepared by GUERNSEY. The estimated cost of the Work shall include reasonable contingencies but not GUERNSEY's Compensation.
- 4.2 GUERNSEY's opinions of probable Construction Cost are to be made on the basis of GUERNSEY's experience and qualifications and represent

GUERNSEY's estimate as an experienced and qualified professional. However, because GUERNSEY has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, GUERNSEY cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by GUERNSEY.

ARTICLE 5 - COMPENSATION AND PAYMENTS

- 5.1 GUERNSEY's compensation shall be computed as provided in Schedule B of the Task Order.
- 5.2 For Additional Services, including changes, the CITY shall compensate GUERNSEY a lump sum agreed to in advance or shall compensate GUERNSEY for time expended at GUERNSEY's standard hourly rate table (attached) and for expenses incurred not to exceed a total sum without prior written approval from the CITY.
- 5.3 Unless modified in Schedule C of the Task Order, Payment of GUERNSEY's monthly invoices shall be due and payable upon receipt. Amounts unpaid 30 days after the invoice date shall bear interest at the rate of 1.0% per month from said thirtieth day.

ARTICLE 6 – TERMINATION

- 6.1 The CITY may terminate this Agreement for the CITY's convenience upon seven (7) day's written notice to GUERNSEY's representative. GUERNSEY shall terminate all services as soon as feasible after receipt of notice and shall be compensated for services rendered and expenses incurred together with equitable charges for lease and rental termination and demobilization costs.
- 6.2 GUERNSEY may terminate this Agreement upon seven (7) days written notice to the CITY if the CITY fails to make payments to GUERNSEY in accordance with this Agreement. At GUERNSEY's option, services may be suspended upon seven (7) days written notice to the CITY. GUERNSEY shall

have no liability for delay or damages caused by such suspension of services. Before resuming services, GUERNSEY shall be paid all sums due prior to the suspension.

- 6.3 The obligations under Articles 9, 10 and 11 shall survive termination of this Agreement.

ARTICLE 7 – DISPUTES

- 7.1 Any claim or dispute arising out of or related to this Agreement shall be subject to mediation as a condition precedent to any legal action. The parties shall endeavor to resolve claims and disputes in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. All proceedings at law or in equity shall be stayed for a period of 60 days pending mediation, or longer if mutually agreed.
- 7.2 If the parties do not resolve a dispute through mediation pursuant to Section 7.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction in Oklahoma the CITY, Oklahoma, unless specified differently in Schedule E of the Task Order.

ARTICLE 8 – CONSEQUENTIAL DAMAGES

- 8.1 The CITY and GUERNSEY waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 6.

ARTICLE 9 – INDEMNITY

- 9.1 GUERNSEY shall indemnify and hold the CITY harmless from and against all claims, demands, damages and expenses recoverable under applicable law on account of negligence for damage to property or persons, including injury or death, to the extent caused by GUERNSEY's negligent acts, errors or omissions or of persons or entities for whom GUERNSEY is legally responsible

in performance of the services under this Agreement.

- 9.2 The CITY shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages, and expenses recoverable as allowed by Oklahoma law on account of negligence for damage to property or persons, including injury or death, to the extent caused by the CITY's negligent acts, errors or omissions or of persons or entities for whom the CITY is legally responsible (except GUERNSEY) in the completion of the Specific Project.
- 9.3 In addition to the provisions of paragraph 9.2, it is acknowledged that GUERNSEY neither created nor contributed to any hazardous, radioactive, toxic irritant, pollutant or other dangerous substance or condition at the Project site, accordingly as allowed by Oklahoma law, the CITY agrees to defend and shall indemnify and hold GUERNSEY harmless from and against all claims, demands, damages and expenses on account of damage to property or persons, including injury or death, arising out of the aforesaid Project site conditions or allegations that they exist, except to the extent such damages and expenses were caused by GUERNSEY's negligent acts, errors or omissions.
- 9.4 The CITY shall provide or arrange for marking the locations of private utilities and subsurface structures. GUERNSEY shall take reasonable precautions to avoid damage to utilities and subsurface structures but shall not be responsible for damage thereto not called to GUERNSEY'S attention, not correctly marked (including by a utility location service), or shown incorrectly on plans furnished to GUERNSEY or in the public record.

ARTICLE 10 – INSURANCE

- 10.1 GUERNSEY will maintain the following minimum insurance coverage limits. In the event the CITY requires other insurance or other limits of liability, the Compensation shall be equitably adjusted for the additional cost made necessary by the CITY's requirements. Insurance requirements that

exceed GUERNSEY's normal insurance coverage will be specified in Schedule D of the Task Order.

10.1.1 Workers' Compensation and Employer's Liability insurance (including occupational diseases) in accordance with the law of the state where the work is to be performed.

10.1.2 Comprehensive General Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include contractual liability coverage.

10.1.3 Comprehensive Automobile Liability Bodily Injury (including death) and Property Damage in an amount not less than \$1,000,000 combined single limit. This policy shall include all vehicles used in connection with the Agreement whether owned, unowned or hired.

10.1.4 Umbrella Coverages (in addition to subparagraphs (b) and (c) of this Article 10) in an amount not less than \$1,000,000 combined.

10.1.5 Professional Liability in an amount not less than \$1,000,000 per claim and aggregate limit.

10.2 Before commencing the services, GUERNSEY shall furnish to the CITY, as Certificate Holder, a certificate of insurance in force providing that the policy shall not be canceled by the insurer before 30 days prior written notice to the CITY.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 This Agreement shall be governed by the laws of the State of Oklahoma, exclusive of the Oklahoma conflict of laws provisions, unless otherwise specified in Schedule E of the Task Order.

11.2 To the extent damages are covered by property insurance, the CITY and GUERNSEY waive all rights against each other and the officers, directors and employees of either. The insurance carriers of

both parties shall waive subrogation to the extent of this paragraph 11.2.

11.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or GUERNSEY.

11.4 GUERNSEY shall have the right to include photographic and other descriptions of the Project in GUERNSEY's promotional and professional materials. GUERNSEY shall not disclose the CITY's confidential or proprietary information if the CITY has previously advised GUERNSEY in writing that the information is confidential or proprietary.

11.5 Work produced by GUERNSEY, including reports, maps, plans, specifications, logs, data, notes, and calculations are Instruments of Service and shall remain GUERNSEY'S property, including all intellectual rights such as copyright. Upon payment of the fees herein, the CITY shall have a license to use the Instruments of Service for completion and maintenance of the Project. In the event the parties agree to any other disposition of the ownership, GUERNSEY shall retain ownership of all technology, skill, processes, knowledge, and computer software developed or acquired by GUERNSEY or its Sub-Consultants to manipulate the data which comprises the Instruments of Service and all standard details, engineering concepts, techniques, engineering knowledge, technical know-how, and expertise embodied in the Instruments of Service by GUERNSEY shall be and remain the property of GUERNSEY or, as applicable, its' Sub-Consultants.

11.6 The CITY and GUERNSEY, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party may assign this Agreement without the consent of the other which shall be not unreasonably withheld.

WHEREFORE, this Agreement entered into as of the day and year first written above.

CITY OF MIDWEST CITY

C.H. GUERNSEY & COMPANY

(Signature)

Ken Senour

(Signature)

(Printed name and title)

Ken Senour, Sr. VP

(Printed name and title)

SCHEDULE A – SCOPE OF SERVICES

Scope of Services are defined by individual Task Orders

- A.1 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Study Phase services:
 - A.1.1 Consult with the CITY to clarify and define the CITY's requirements and review the CITY-furnished data;
 - A.1.2 Advise the CITY on the requirement for special services and data required from others and assist the CITY to obtain such data and services;
 - A.1.3 Prepare and provide GUERNSEY's findings and recommendations;
 - A.1.4 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternative solutions presented by GUERNSEY represent GUERNSEY's professional opinion based on preliminary information;
 - A.1.5 Samples obtained from the Project site, if any, shall be retained by GUERNSEY for a reasonable time but not longer than 45 days after issuance of the Study Phase Report. GUERNSEY shall arrange for disposal of samples on behalf of the CITY, which may consist of returning the samples to the Project site. The CITY shall pay GUERNSEY for the cost of disposal. Samples remain the property of the CITY;
 - A.1.6 Prepare a report (the "Report") which will, as appropriate, contain a description of existing conditions, a proposed work plan, schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the CITY which GUERNSEY recommends;
 - A.1.7 Furnish the number of review copies of the Report to the CITY within the time period set forth in the Task Order and review it with the CITY;
 - A.1.8 Revise the Report in response to the CITY's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Study Phase will be considered complete on the date when the final copies of the revised Report have been delivered to the CITY.
- A.2 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon CITY approval of the Study Phase services, provide the following Preliminary Design Phase services:
 - A.2.1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of a Specific Project;
 - A.2.2 Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners;

- A.2.3 Advise the CITY if additional reports, data, information, or services are necessary and assist the CITY in obtaining such reports, data, information, or services;
 - A.2.4 Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
 - A.2.5 Furnish the Preliminary Design Phase documents to and review them with the CITY;
 - A.2.6 Submit to the CITY the number of final copies of the Preliminary Design Phase documents and revised opinion of probable Construction Cost within the time period set forth in the Task Order. GUERNSEY's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to the CITY.
- A.3 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall, upon the CITY approval of the Preliminary Design Phase documents, provide the following Final Design Phase services:
- A.3.1 Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor;
 - A.3.2 Provide technical criteria, written descriptions, and design data for the CITY's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist the CITY in consultations with appropriate authorities;
 - A.3.3 Provide the CITY a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to GUERNSEY;
 - A.3.4 Prepare and furnish Bidding Documents for review and approval by the CITY, its legal counsel, and other advisors, as appropriate, and assist the CITY in the preparation of other related documents;
 - A.3.5 Submit the number of final copies of the Bidding Documents and a current opinion of probable Construction Cost to the CITY within the time period set forth in the Task Order. GUERNSEY's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to the CITY.
- A.4 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall assist the CITY with taking bids or negotiating a contract for the Work by providing the following services:
- A.4.1 Assist the CITY in advertising for and obtaining bids or negotiating proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued;
 - A.4.2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents;
 - A.4.3 Consult with the CITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents;

- A.4.4 Assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for the Work. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction or Contractor Work Phase or upon cessation of negotiations with prospective Contractors.
- A.5 When required for a Specific Project, unless otherwise modified and expanded by a Task Order, GUERNSEY shall provide the following Construction or Contractor Work Phase services:
- A.5.1 GUERNSEY shall be the CITY's representative during the performance of the Project Work and until substantial completion of the Work. GUERNSEY shall have authority to act for the CITY only as provided in Exhibit A or as modified by a Task Order;
- A.5.2 GUERNSEY shall respond to timely, properly prepared requests in writing from the Contractor for interpretation of the Project Plan or Construction Documents prepared by GUERNSEY;
- A.5.3 GUERNSEY shall review and take appropriate action with respect to shop drawings or other submittals when required from the Contractor by the Project Documents, but only for the purposes of determining compliance with the information given in the Project Plan. Review shall not be for the purpose of approving the Contractor's means, methods, techniques, sequences of operation or safety precautions in accordance with the Work that remain the Contractor's responsibility;
- A.5.4 GUERNSEY shall visit the Project Site at the times and intervals established in a Task Order to become generally familiar with the progress and quality of the Work completed; to determine in general if the Work is proceeding in a manner indicating the Work, when completed, will be in accordance with the Project Plan; and will report to the CITY (1) known deviations from the Project Plan or Contract Documents and the most recent construction schedule submitted by the Contractor, and (2) known defects and deficiencies observed in the Work. GUERNSEY shall not be required to make exhaustive or continuous inspections of the Work and shall not have control over, responsibility for, or charge of the construction means, methods, techniques, sequences, procedures, or for safety programs in connection with the Work;
- A.5.5 GUERNSEY shall report to the CITY known deviations from the Project Plan or Construction Documents and known defects and deficiencies observed in the Work, but GUERNSEY shall not have responsibility for the Contractor's failure to perform the work in accordance with the Project Plan or Construction Documents or for the Contractor's acts or omissions;
- A.5.6 GUERNSEY shall review and certify the amounts due the Contractor and shall issue certificates for payment. GUERNSEY's certificate for payment shall represent GUERNSEY's judgment that (1) the Work has proceeded to the extent represented; (2) the Contractor is entitled to payment; and (3) to GUERNSEY's best information and belief the quality of the Work is in accordance (subject to subsequent testing and correction of minor deviations and qualifications in the certificate) with the Project Documents. Certification of payment shall not be a representation that GUERNSEY has reviewed requisitions, payroll records or ascertained how or for what purpose the Contractor has used money previously paid;
- A.5.7 When the Contractor informs GUERNSEY that the Project Work is completed, GUERNSEY shall inspect the project, prepare a list of Work requiring correction or completion, and furnish the list to the CITY. Upon notice from the Contractor that the listed Work has been completed, GUERNSEY shall make a

final inspection of the Project and inform the CITY about the balance owed the Contractor including any amounts needed to pay for final completion and correction of the Work.

SCHEDULE B - COMPENSATION

Compensation is defined by individual Task Orders

Additional Services (See Article 5)

GUERNSEY's current rate schedule is attached. This rate schedule will be modified on an annual basis.

SCHEDULE C - PAYMENT

Payment schedule is specified in Article 5 unless another payment schedule is defined by individual Task Orders

SCHEDULE D - INSURANCE

Special insurance requirements (if any) for projects are defined by individual Task Orders

SCHEDULE E – GOVERNING LAW / DISPUTE RESOLUTION

Changes in governing law (if any) and changes in claims and disputes procedures (if any) are defined by individual Task Orders

SCHEDULE F – OTHER MODIFICATIONS

Other modifications (if any) are defined by individual Task Orders

Rate Schedule - C.H. Guernsey & Company Engineering & Environmental Group, January 2018			
Principal-in-Charge	\$219		
	<u>Senior</u>	<u>Project</u>	<u>Staff</u>
Project Manager	\$214	\$189	\$163
Project Coordinator	\$117	\$102	\$87
Chemical Engineer	\$189	\$173	\$163
Process Engineer	\$179	\$158	\$143
Mechanical Engineer	\$189	\$153	\$122
Electrical Engineer	\$189	\$163	\$126
Civil Engineer	\$184	\$148	\$122
Water Resources Planner/Engr	\$179	\$148	\$122
Structural Engineer	\$189	\$160	\$130
Regulatory Compliance Specialist	\$158	\$143	\$122
Environmental Engineer	\$163	\$122	\$92
Geologist/Hydrogeologist	\$163	\$122	\$92
Environmental Scientist/Planner	\$143	\$122	\$79
Urban Planner	\$168	\$133	\$102
Landscape Architect	\$133	\$102	\$87
Ecologist	\$143	\$112	\$92
Environmental Compliance Specialist	\$143	\$112	\$92
Safety Compliance Specialist	\$153	\$112	\$92
Engineer II / Engineer Intern	\$117	\$102	\$82
Right-of -Way Agent	\$117	\$102	\$82
Designer	\$117	\$107	\$92
Engineering Technician/CADD	\$79	\$70	\$62
Document Control	\$75	\$69	\$61
Administrative Support	\$5	\$49	\$43
Student Intern	-	\$54	\$43

Rates are adjusted on an annual basis each January 1st

15% Mark-up on all Subcontractors

Expenses (printing, mailing, etc.) reimbursed at cost

Letter Size: B&W = 0.10/Ea; Color = 0.20/Ea

11x17 Size: B&W = 0.20/Ea; Color = 0.40/Ea

Plots: B&W = 0.30/SF; Color = 0.80/SF; Color Glossy = 1.75/SF

Mileage charges @ Current IRS rate/mile

Equipment schedule available as necessary

Expert witness @ 50% surcharge



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO: Honorable Mayor and City Council
FROM: Billy Harless, Community Development Director
DATE: March 27, 2018
SUBJECT: (PC –1939) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial district, for the property described as a part of the SW/4 of Section 10 T-11-N, R-2-W, located at 2320 S. Air Depot Blvd.

Executive Summary: This parcel is currently zoned C-3, Community Commercial. The applicants have applied for a building permit to open The Wedge/Drum Room restaurant. The plans submitted show a small bar area where beer and alcoholic beverages will be sold from. The Zoning Ordinance requires a Special Use Permit for restaurants serving alcoholic beverages within the C-3 zoning district. Notice was sent to all property owners within 300 feet of the area of request and as of this writing, staff has not received any

calls or letters of protest regarding this request. Staff recommends approval.



DATES OF HEARINGS:
Planning Commission – March 6, 2018
City Council – March 27, 2018

COUNCIL WARD: Ward 1,
Susan Eads

OWNER:
2320 S. Air Depot, LLC

APPLICANT:
David Attalla

PROPOSED USE:
Eating Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted

SIZE

The area of the has a frontage of approximately 106 feet along S. Air Depot Blvd. and a depth of approximately 188 feet, containing an area of approximately 19,928 square feet.

DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:

Area of Request – Commercial
North - Commercial
East - Low Density Residential
South and West – Office Retail

ZONING DISTRICTS:

Area of Request – C-3, Community Commercial
North, South and West – C-3, Community Commercial
East – R-HD, High Density Residential

LAND USE:

Area of Request – commercial strip center
North – Paint and body shop
South – vacant (future parking)
East – Single family residences
West – Cici’s Pizza and Dollar General

COMPREHENSIVE PLAN CITATION:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

MUNICIPAL CODE CITATION:

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

7.6. Special Use Permit

7.6.1. Special Use Permit

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) Consideration for compatibility

With consideration given to the setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

(B) Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- 1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- 2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- 4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- 5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

NOTIFICATION:

1. Written notice was mailed to owners of real property within 300 feet of the exterior boundaries of the subject property.

HISTORY:

1. This area was zoned C-3, with the adoption of the 1985 Zoning Map and remains so designated on the 2010 Zoning Map.
2. The Planning Commission recommended approval of this item March 6, 2018.

STAFF COMMENTS:

Engineering Staff Comments:

Note: This application is for a special use permit for an existing development that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of Air Depot Boulevard in the street right-of-way extending along the west side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot public utility easement located along the south side of the area of request.

Public sanitary sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all new buildings.

Streets and Sidewalks

Access to the area of request is available from Air Depot Boulevard and McArthur Drive. Air Depot Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Air Depot Boulevard is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial and presently, Air Depot Boulevard has one hundred (100) feet of right-of-way adjacent to and parallel to the west side of the area of request. McArthur Drive is classified as a local street in the 2008 Comprehensive Plan. McArthur Drive is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty (50) feet for a local street and presently, McArthur Drive has fifty (50) feet of right-of-way adjacent to and parallel to the north side of the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.

Sidewalk improvements are not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

PC-1939 is a existing facility that does have existing flumes in the parking lot. The run off goes underground and ties to the city system before leaving the site.

Drainage across the area of request is via overland flow from the east to the west. Currently, the area of request is developed with a commercial business. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's Comments:

The Fire Marshal has reviewed this application and does not object to the Special Use Permit request.

Planning Division:

In recent months, this building has been being renovated with updates to the exterior as well as a reconfiguration of the interior spaces. Approximately 4,697 square feet of the building are intended for The Wedge/Drum Room Restaurant. The applicant has submitted a remodel permit application for the space which will hold the restaurant. In reviewing the plans, staff was made aware of a small bar area. The property is currently zoned C-3, Community Commercial. A Special Use Permit is required for uses serving alcoholic beverages in the C-3 zoning district. Although alcoholic beverages will be offered with approval of this Special Use Permit, the primary sales will come from food items.

As of this writing, staff has not received any calls or letters of protest regarding this rezoning request.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff's opinions as to how this application meets or does not meet the required criteria:

1. The Comprehensive Plan states that one of the three basic targets of economic development programming is making efforts to create new business activity within the community. The recent renovations to this building along with bringing a new restaurant to the area are consistent with the targets of the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the C-3 zoning district regulations as it is located along an arterial street and mostly surrounded by commercial uses.
3. The proposed use is not likely to adversely affect the neighboring properties. The applicant will be required to adhere to all laws regarding serving alcoholic beverages to patrons.
4. Staff does not believe that the proposed use will generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood. The area of request is already zoned C-3 and the traffic generated from this use would be similar to that of a restaurant which is allowed by right in the C-3 zoning district.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted at 2320 S. Air Depot Blvd.

Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the March 27, 2018, agenda packet and made a part of PC- 1939 file.

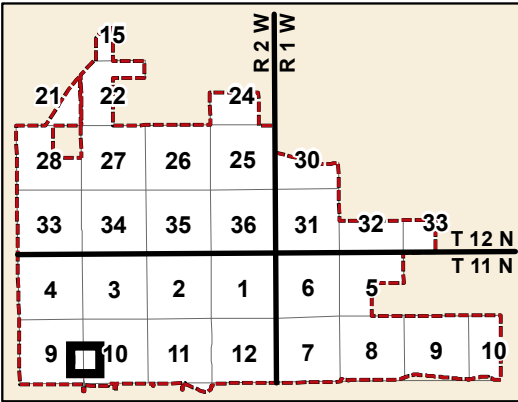
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP
Community Development Director

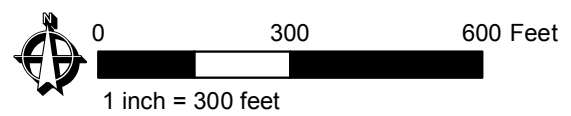
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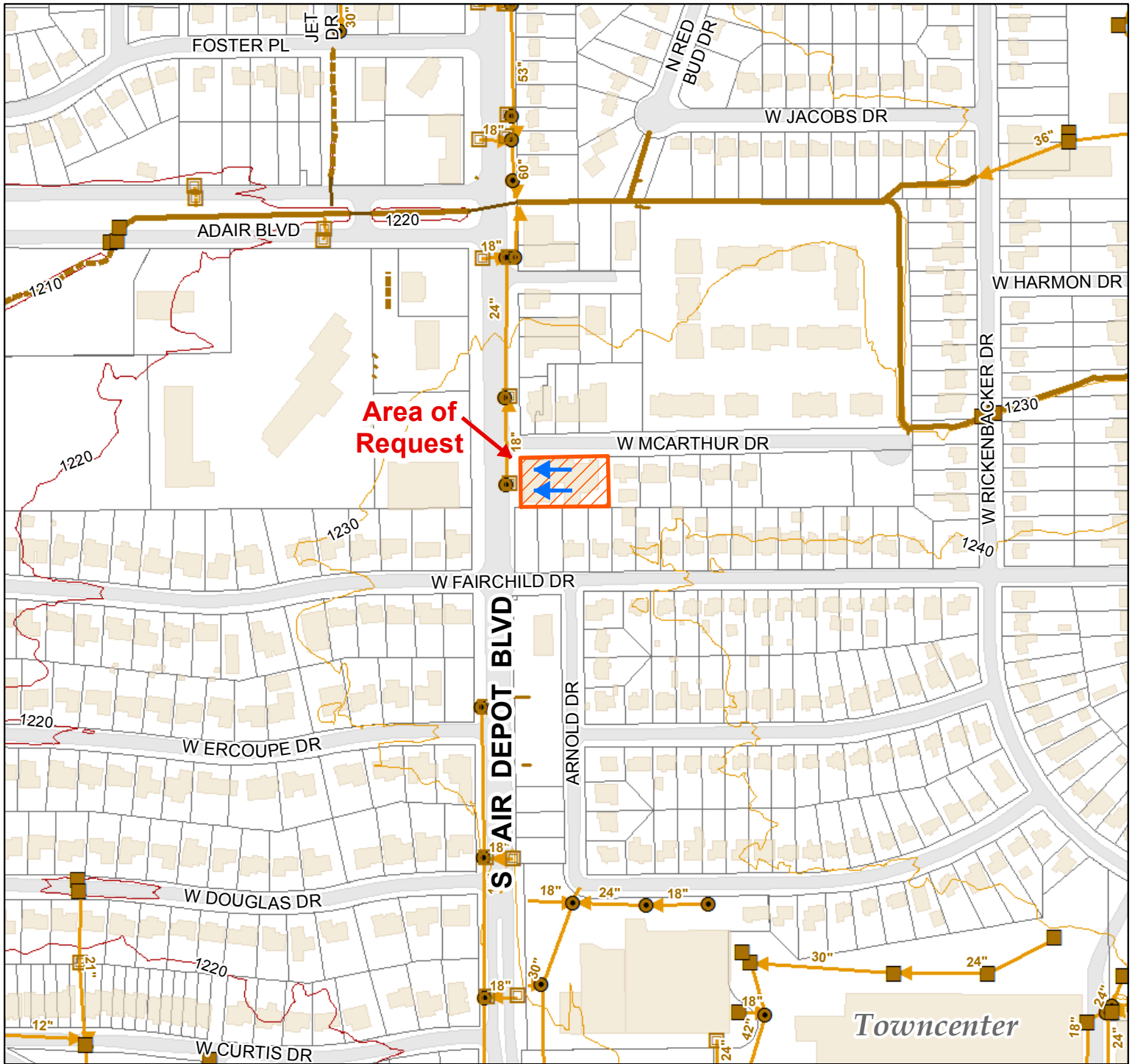
Locator Map



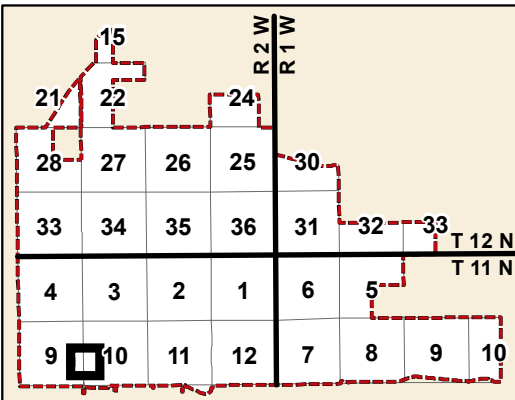
**2017 DOP (AERIAL) VIEW FOR
PC-1939
(SW/4, Sec. 10, T11N, R2W)**



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Locator Map

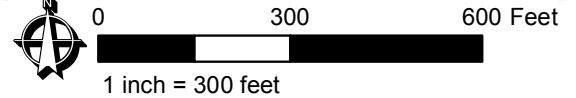


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

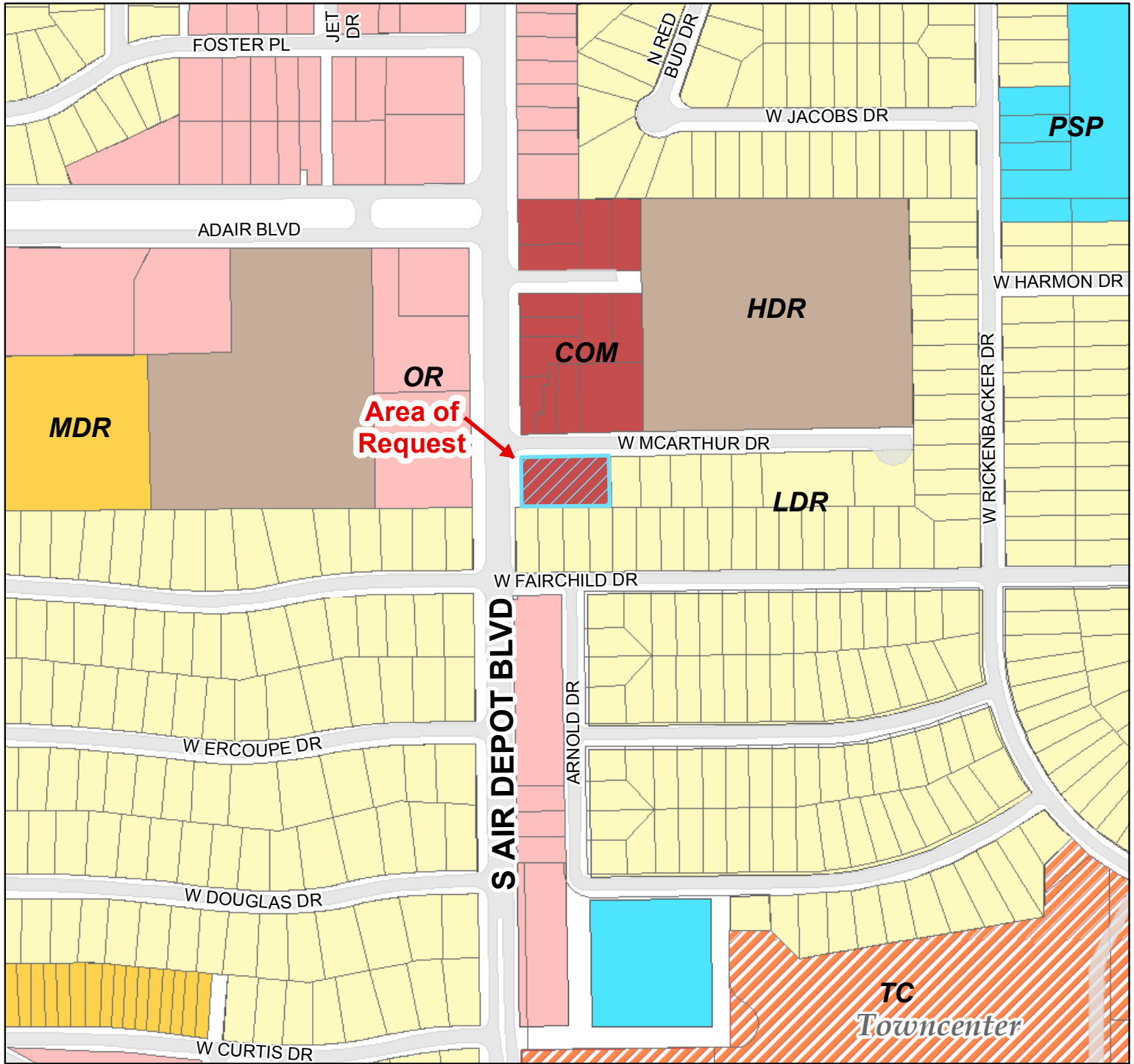
2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway
- FLOODWAY

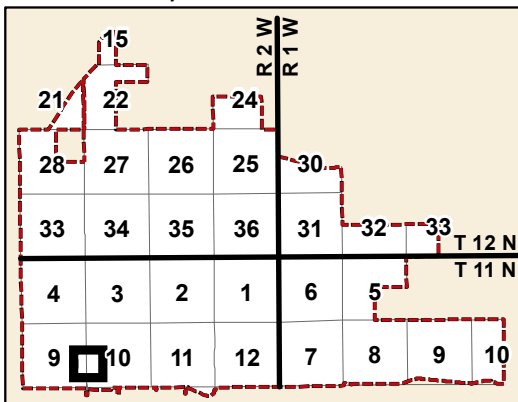
DRAINAGE LOCATION MAP FOR PC-1939 (SW/4, Sec. 10, T11N, R2W)













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Locator Map



Future Land Use Legend

-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1939
(SW/4, Sec. 10, T11N, R2W)**



0 300 600 Feet

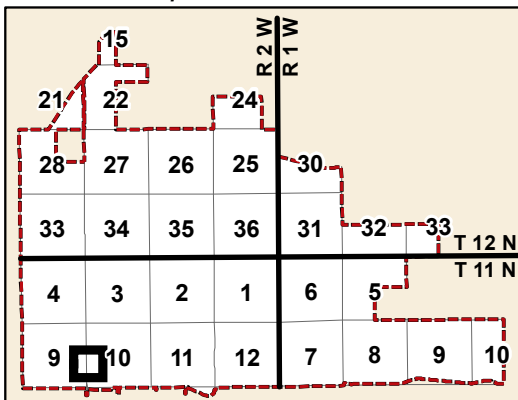


1 inch = 300 feet






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Locator Map



General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

**GENERAL MAP FOR
PC-1939
(SW/4, Sec. 10, T11N, R2W)**

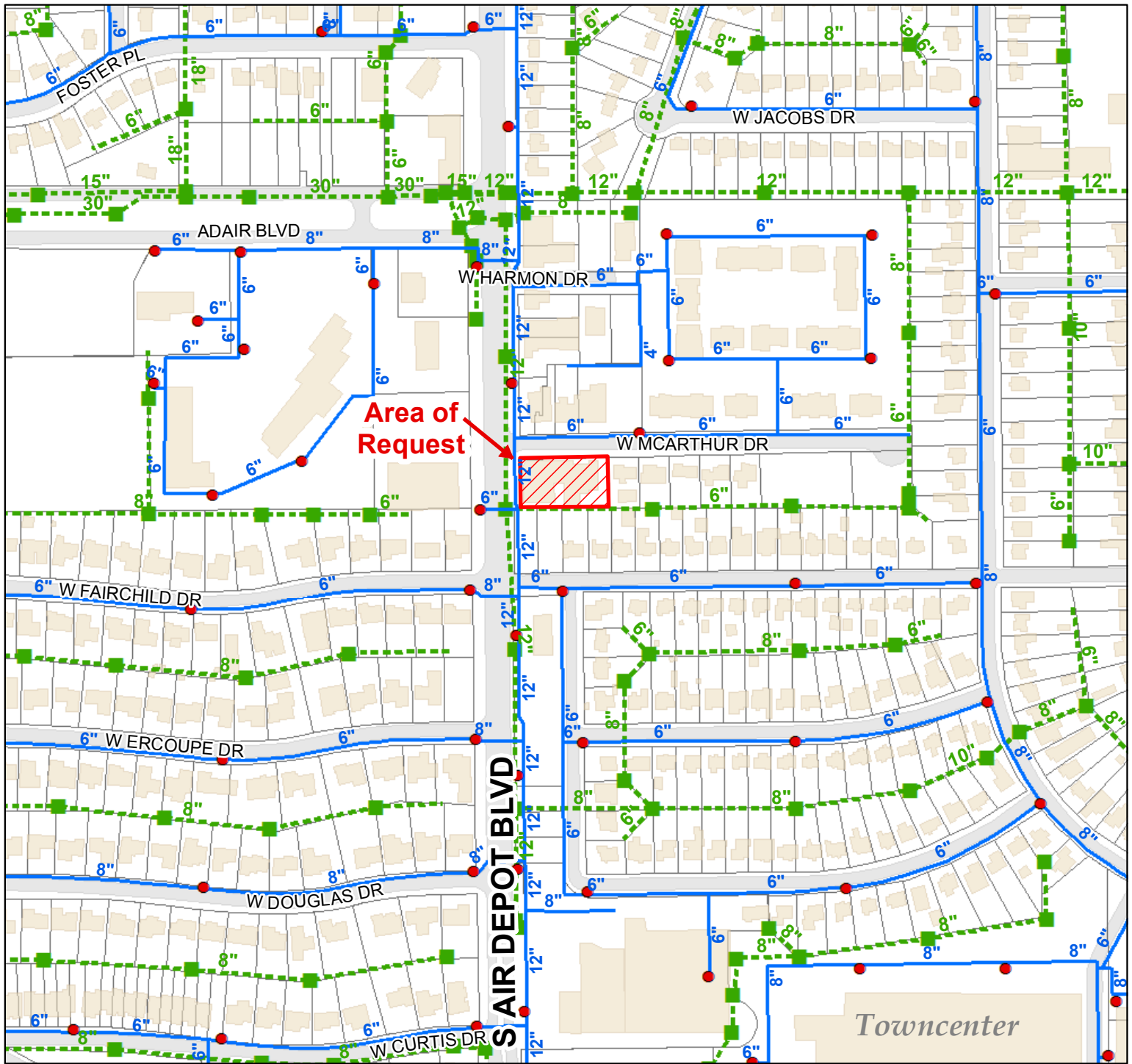


0 300 600 Feet

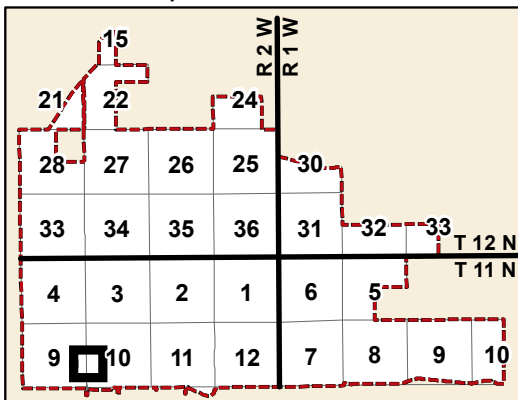


1 inch = 300 feet

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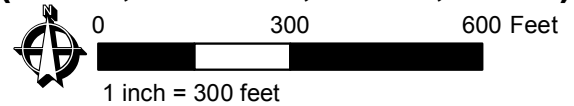
Locator Map



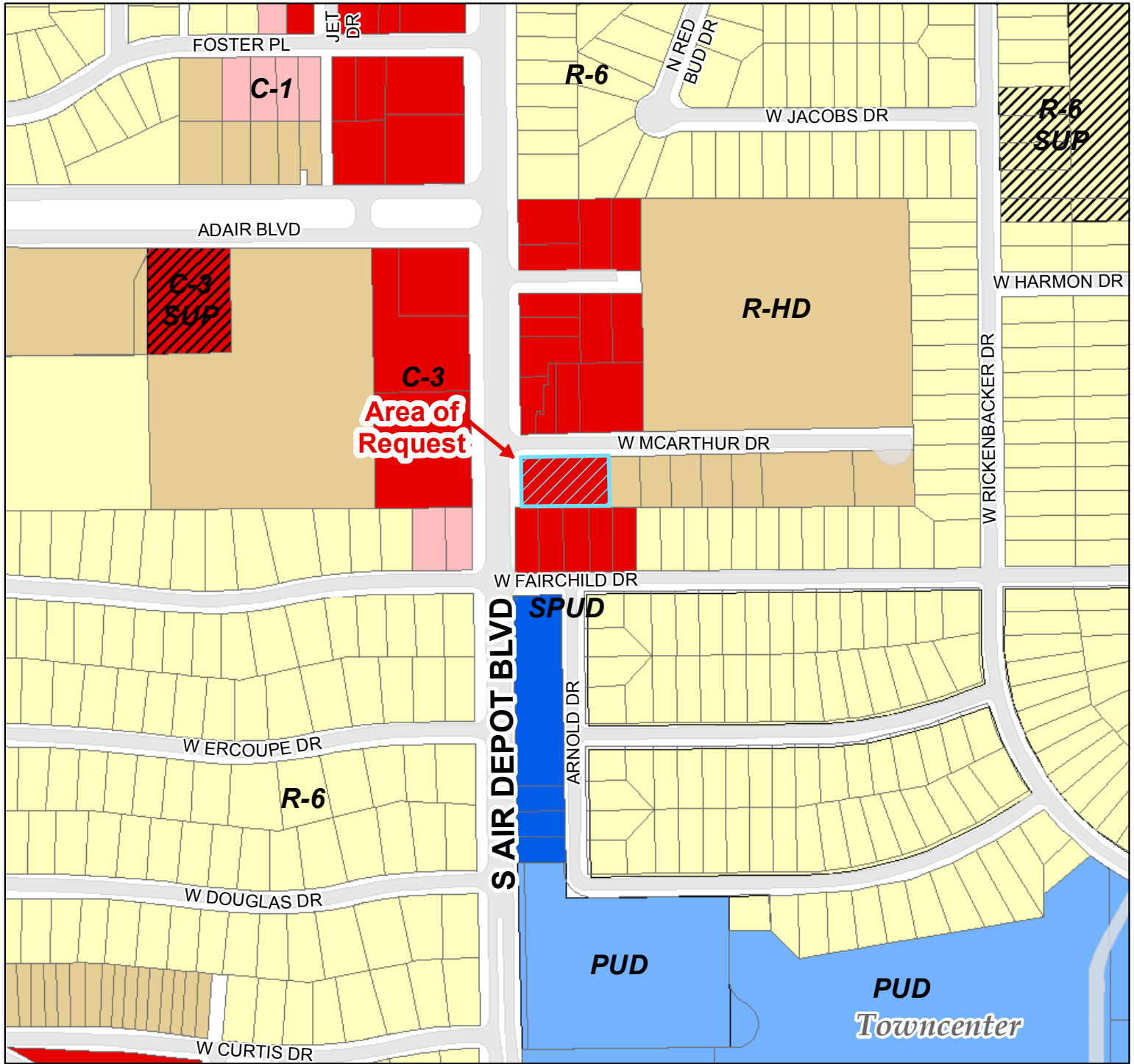
Water/Sewer Legend

- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

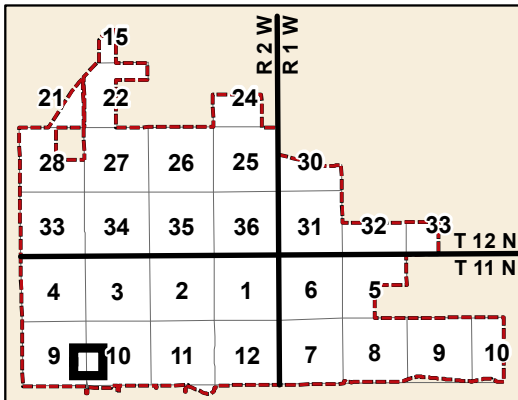
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1939
(SW/4, Sec. 10, T11N, R2W)**



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Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

ZONING MAP FOR PC-1939 (SW/4, Sec. 10, T11N, R2W)



0 300 600 Feet

1 inch = 300 feet

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1 **PC-1939**

2 **RESOLUTION NO. _____**

3
4 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW EATING ES-**
5 **TABLISHMENT: SIT-DOWN, ALCOHOLIC BEVERAGES AND LOW-POINT BEER**
6 **PERMITTED AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
7 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZON-**
8 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

9 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
10 property with a classification of **C-3, Community Commercial**:

11 The west 188 feet of Lot 44 of the McCorkle Park Addition, located in the SW/4 of Sec-
12 tion 10, T-11-N, R-2-W.

13 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
14 Permit for said property.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
16 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

17 That the above described property located in Midwest City, Oklahoma be and is
18 hereby granted a Special Use Permit to allow the use of **Eating Establishment: Sit-**
19 **Down, Alcoholic Beverages and Low-Point Beer Permitted.**

20 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2018.

22 THE CITY OF MIDWEST CITY, OKLA-
23 HOMA

24 _____
25 MATTHEW D. DUKES III, Mayor

26 ATTEST:

27 _____
28 SARA HANCOCK, City Clerk

29 **APPROVED** as to form and legality this _____ day of _____, 2018.

30 _____
31 PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: March 27, 2018

Subject: (PC – 1940) Public hearing with discussion and consideration of approval of the Replat of Lot 23 Block 8 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W and addressed as 10374 Bellview Drive.

Executive Summary

This is a request to divide one (1) existing lot into two (2) lots for residential development. The area of request is platted as Lot 23, Block 8 of the Pointon City Addition. The proposed replat shows Lot 23A and Lot 23B. Both lots meet the minimum standards regarding lot size. If approved, the home built on each lot must meet the minimum house size, exterior construction materials and setbacks listed in the Zoning Ordinance. Public water and sewer services are available to both lots. Connection to these

services will be a requirement of the building permits. Staff recommends approval.



Dates of Hearing: Planning Commission – March 6, 2018
City Council March 27, 2018

Council Ward: Ward 6,
Councilmember Jeff Moore

Owner: Alpha Construction & Design LLC

Applicants: Steve & Cindy Merriman

Proposed Use: two (2) lots for single family homes

Size:

The area of request has a frontage along Bellview Dr. of approximately 110.01 ft, and contains an area of approximately .5096 acres.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential
North, South, East & West – LDR, Low Density Residential

Zoning Districts:

Area of Request – R-6, Single Family Residential
North, South, East and West– R-6, Single Family Residential

Land Use:

Area of Request – vacant
North, South, East and West– Single Family homes

Comprehensive Plan Citation:

Single-Family Detached Land Use

This use is representative of traditional single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land uses are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The city should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sized in the Zoning Ordinance.

Municipal Code Citation:

38-21.1. Purpose

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

History:

1. The Plat of the Pointon City Addition was approved in January of 1949.
2. The Planning Commission recommended approval of this item March 6, 2018.

Engineer's Comments:

PC - 1940 will create a second lot that will be occupied by a new house. The property runs north to the road and should have no impact to any adjacent property. There are no drainage improvements in the entire area. All drainage is provided by the roads. It eventually makes its way north to Choctaw Creek.

Water Supply and Distribution

A six (6) inch public water main is located on the south side of Belleview Drive in the street right-of-way extending along the north side of the area of request. A six (6) inch public water main is located in a dedicated utility easement extending along the east side of the area of request.

Public water line improvements are not required with this application.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all existing and new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sanitary sewer main is located on the north side of Belleview Drive in the street right-of-way extending along the north side of the area of request.

Public sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all existing and new buildings.

Streets and Sidewalks

Access to the area of request is available from Belleview Drive. Belleview Drive is classified as a collector street in the 2008 Comprehensive Plan. Belleview Drive is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a half street right-of-way width of thirty (30) feet for a collector street and presently, Belleview Drive has thirty (30) feet of right-of-way adjacent to and parallel to the north side of the area of request.

Right of way grants to the city are not required with this application.

The lack of sidewalks does not meet current code for residential development. Section 38-59 of the subdivision code allows for the waiver of sidewalk improvements in cases where the improvements would not match the current or future development standards of the area properties. A waiver would apply to this application.

Street improvements are not required with this application.

Sidewalk improvement plans are not required with this application.

Drainage and Flood Control, Wetlands and Sediment Control

Drainage across the area of request is via overland flow from the southwest to the northeast. Currently, the area of request is undeveloped. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Easements and Right-of-Way

The required easements and existing right of way for the area of request are illustrated on the replat and will be dedicated to the city when the replat is filed. All proposed side lot and rear lot utility easements, as well as previously dedicated utility and drainage easements are illustrated on the plat.

All easements and right of way dedications are to comply with Code Sections 38-41 and 38-44.

Fire Marshal's Comments:

The Fire Marshal has reviewed this application. Future development must meet the requirements of Chapter 15 of the Municipal Code.

Planning Comments:

The Replat of Lot 23, Block 8 of the Pointon City Addition will allow the owner to divide the existing lot into two lots. The owner plans to build one single family one on each lot.

The proposed lots meet the minimum standard of 6,000 square feet. If this application is approved, the homes built on the lots must meet the requirements of the Zoning Ordinance including a minimum of 1,200 square feet, 85% masonry exterior materials (100% facing the street), maximum lot coverage of 40% and 7' side setbacks between the two lots.

Since this re-plat meets the subdivision regulations, staff recommends approval of the Replat of Lot 23 Block 8 of the Pointon City Addition subject to these comments.

Action Required: Approve or reject the Replat of Lot 23, Block 8 of the Pointon City Addition located on the property as noted herein, subject to the staff comments and found in the March 27, 2018 agenda packet and made a part of PC-1940 file.

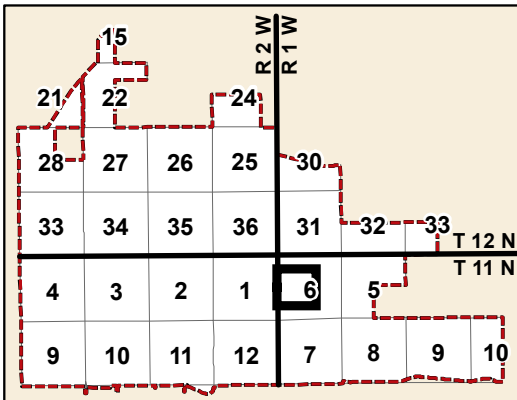


Billy Harless, AICP
Community Development Director

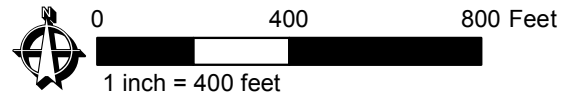
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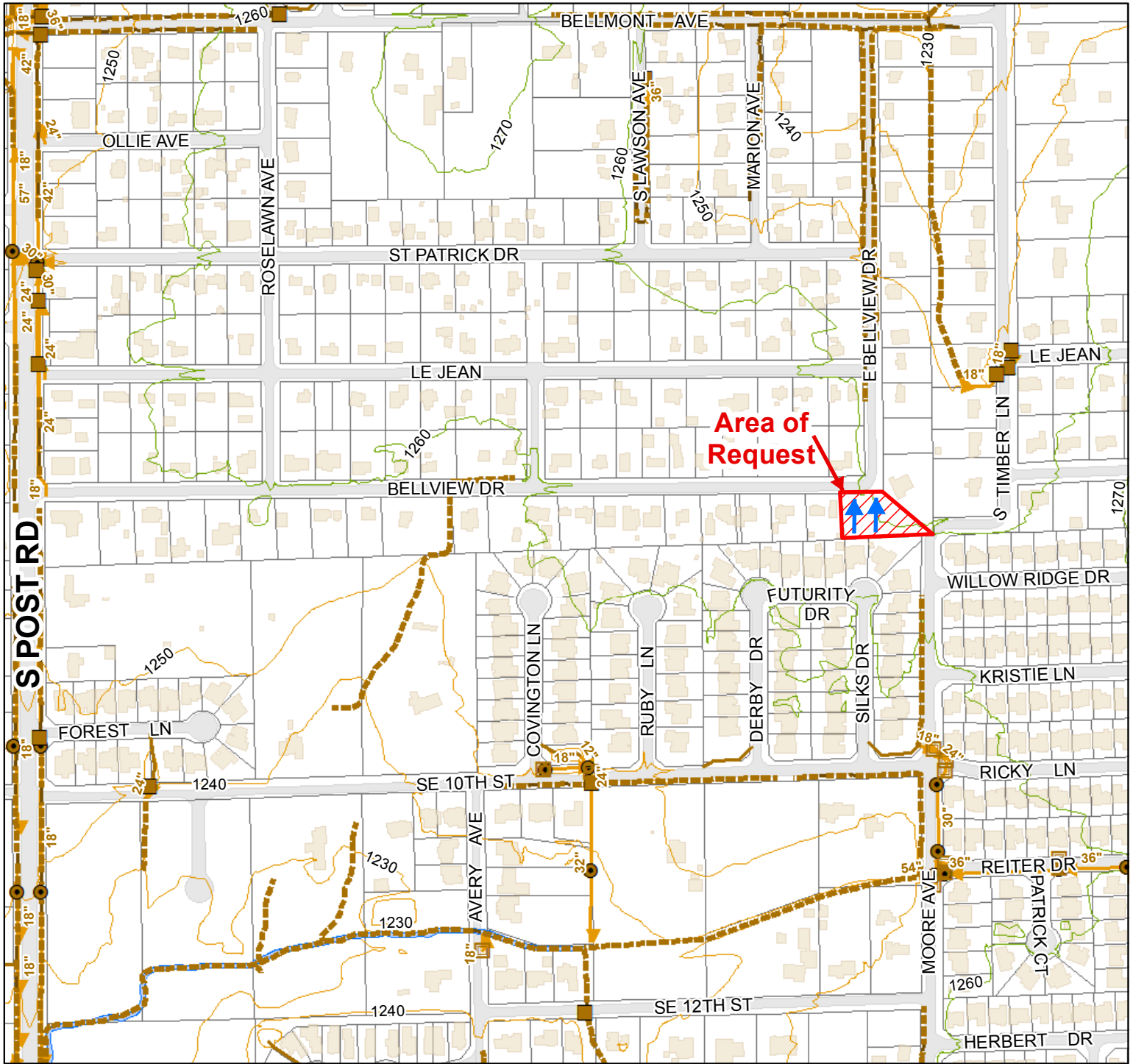
Locator Map



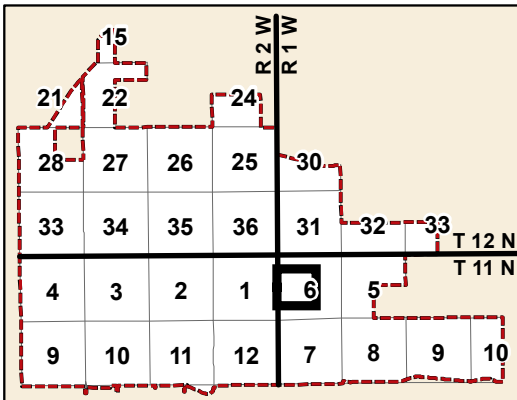
**2017 DOP (AERIAL) VIEW FOR
PC-1940
(NW/4, Sec. 6, T11N, R1W)**



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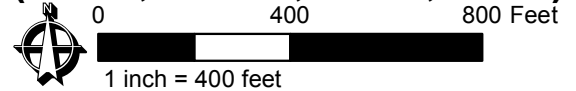
Locator Map



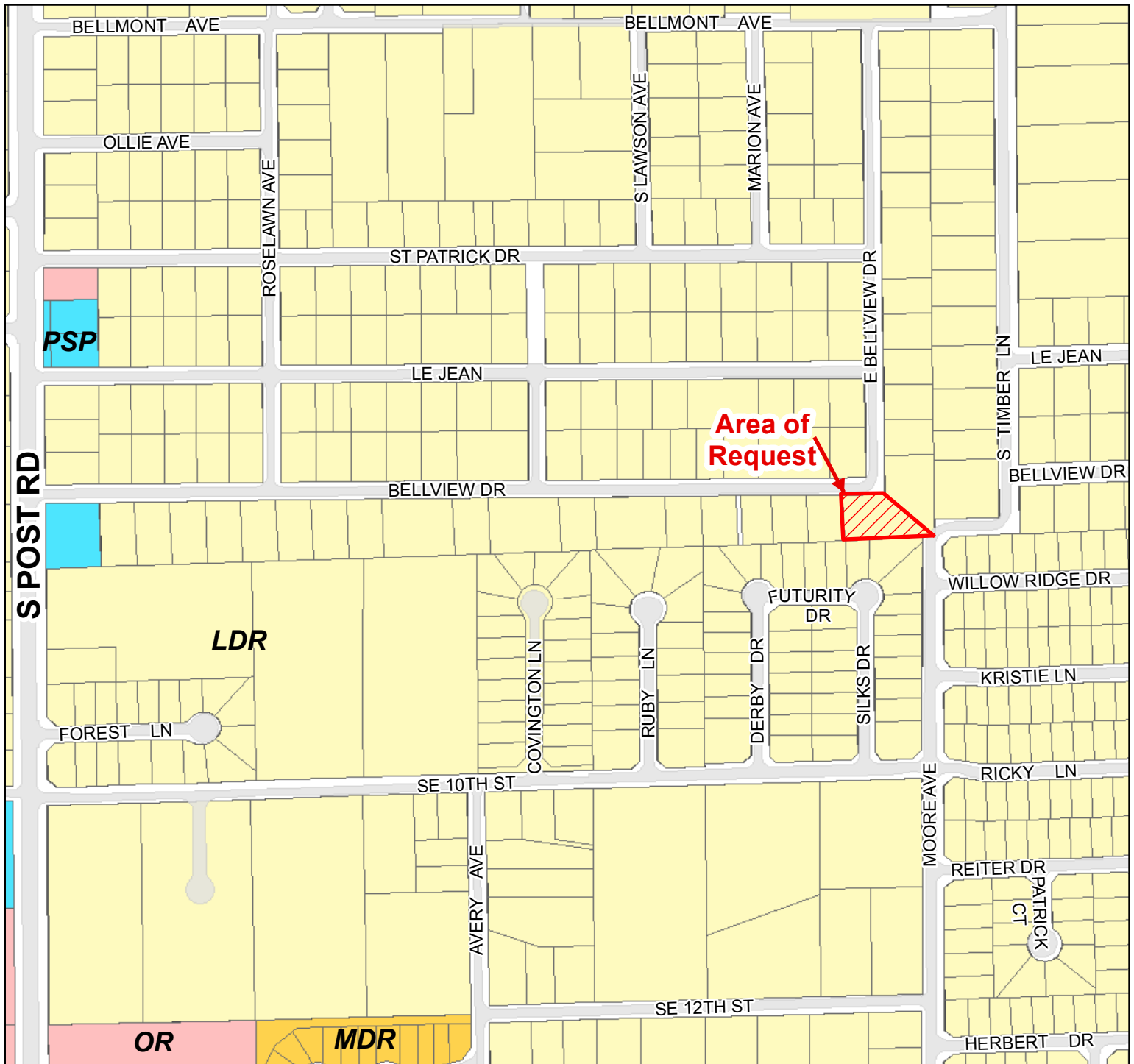
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

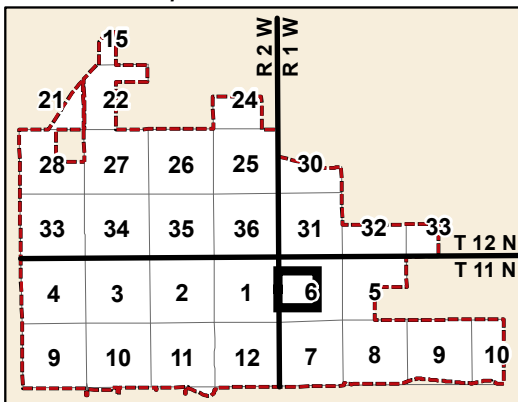
DRAINAGE LOCATION MAP FOR PC-1940 (NW/4, Sec. 6, T11N, R1W)













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Locator Map

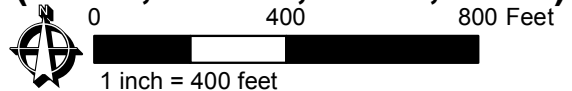


Future Land Use Legend

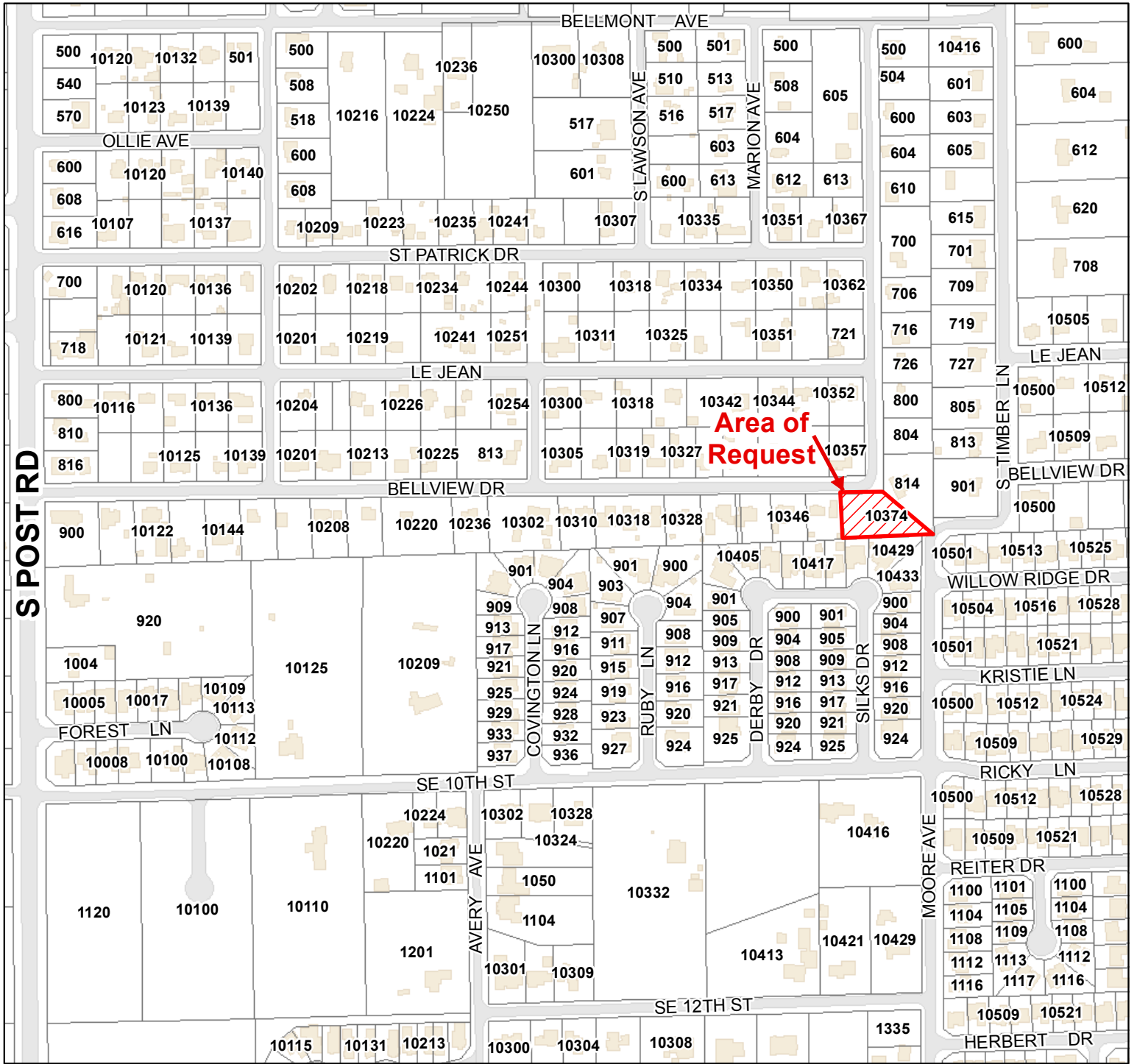
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE
MAP FOR
PC-1940**

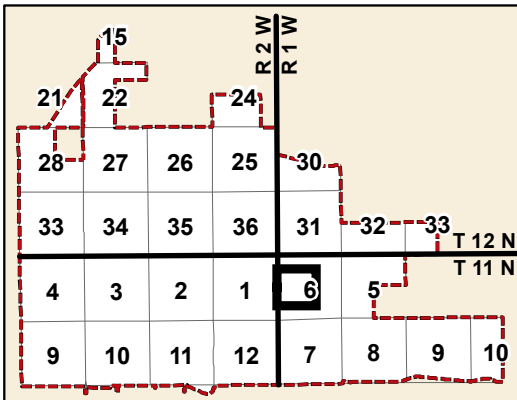
(NW/4, Sec. 6, T11N, R1W)








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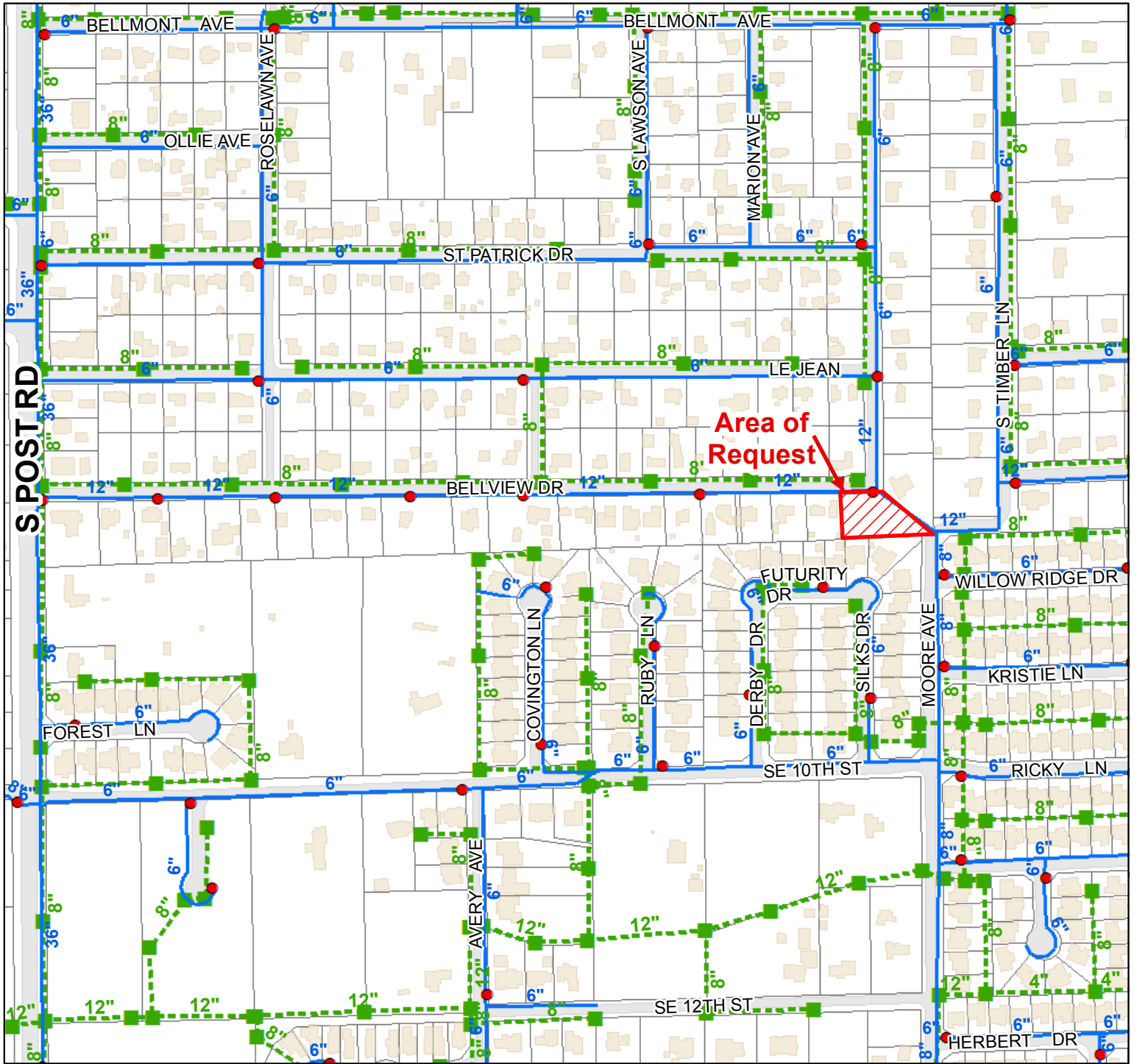
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

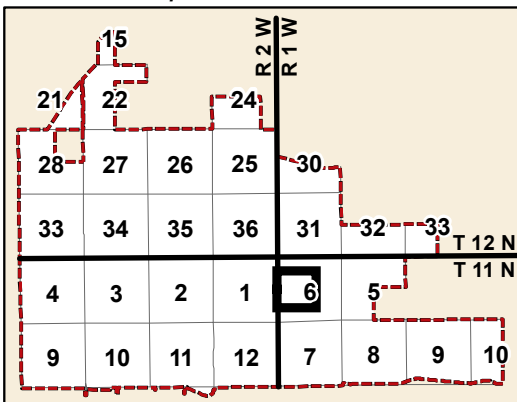
**GENERAL MAP FOR
PC-1940
(NW/4, Sec. 6, T11N, R1W)**



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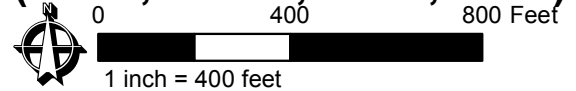
Locator Map



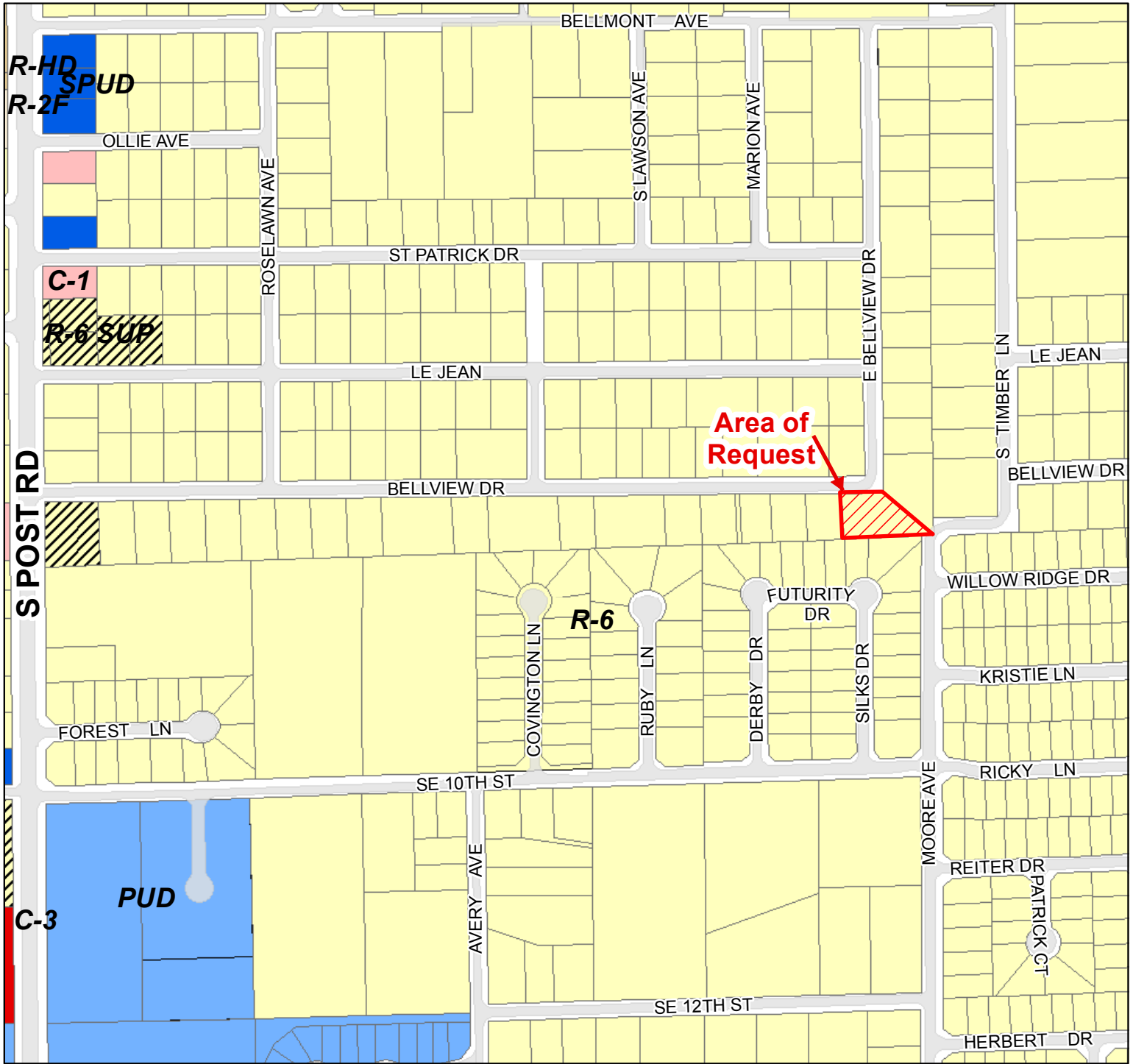
Water/Sewer Legend

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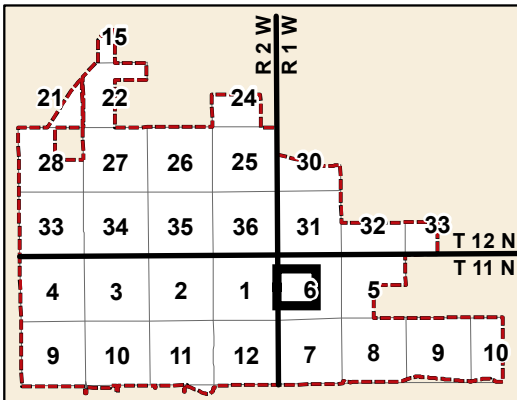
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1940
(NW/4, Sec. 6, T11N, R1W)**



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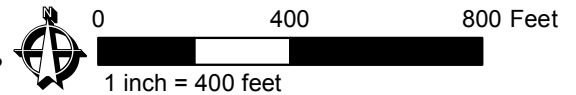
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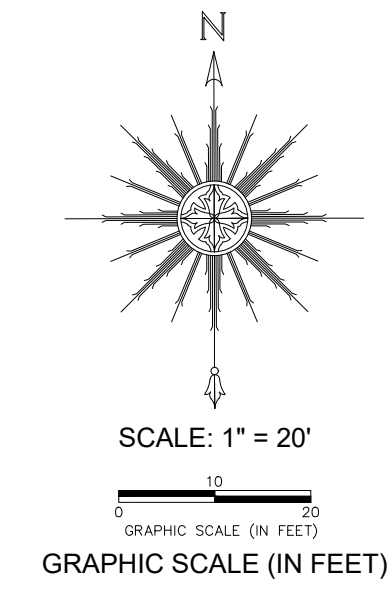
Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

**ZONING MAP FOR
PC-1940
(NW/4, Sec. 6, T11N, R1W)**

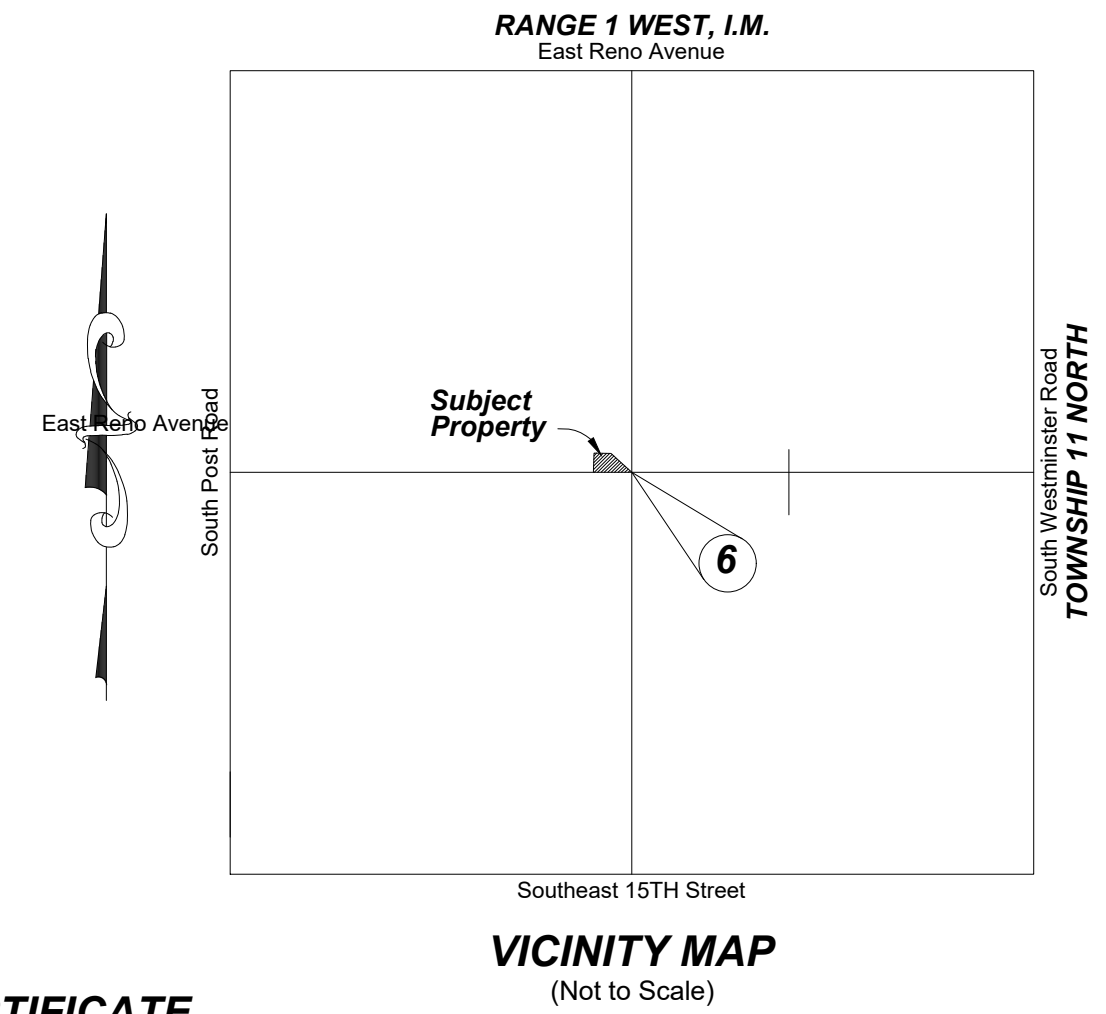


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'Pointon City'

A Replat of Lot 23 Block 8, 'Pointon City' Part of N.W. 1/4 Sec. 6, T.11N., R.1.W., I.M. Oklahoma County, Oklahoma



BASIS OF BEARING:

The Basis of Bearing for this survey is the same as per Pointon City according to the recorded plat thereof, and witnessed between monuments recovered during course of this survey on the East Line of Block 8 as shown hereon.

UNIT OF MEASURE:

U.S. FOOT

DATE OF SURVEY:

T.B.D.

DATE OF DRAWING:

T.B.D.

CORNER MONUMENTATION LEGEND	
—	= Found as Noted
—	= Set 3/8" iron rod capped "E.D. HILL CA 105"
—	= Set Mag-Nail & Shiner stamped "E.D. HILL CA 105"

Legal Description:

Lot Twenty-Three (23), Block Eight (8), POINTON CITY a part of the Northwest 1/4 of Section 6, Township 11 NORTH, RANGE 1 WEST, I.M. Oklahoma County, Oklahoma, according to the recorded plat thereof.

Owner's Certificate and Dedication

Know all men by these presents:

That Alpha Construction & Design, LLC, does hereby certify that it is the corporations having any right, title or interest in and to the land shown on the annexed plat, and that it has caused the same to be surveyed and plotted, under the name A Replat of Lot 23, Block 8, Pointon City, and that it hereby dedicates all the public streets and easements shown hereon to the public, for the purposes of streets, utilities and drainage, for its successors and assigns forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2018. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Alpha Construction & Design, LLC

Owner

State of Oklahoma)

)SS:

County of Oklahoma)

Before me, the undersigned Notary Public, in and for said County and State, on this _____ day of _____, 2018, personally appeared _____ to me known to be the identical person who subscribed, as _____ of Alpha Construction & Design, LLC, and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: _____

My Commission No.: _____

Notary Public

Land Surveyor's Certificate

I, Lee K. Goss, a registered Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Replat of Lot 23, Block 8, Pointon City meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Lee K. Goss, Oklahoma PLS 1778

Date: _____

State of Oklahoma)

)SS:

County of Oklahoma)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lee K. Goss, PLS 1778, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal this _____ day of _____, 2018.

My commission expires: _____

My Commission No.: _____

Notary Public



"REMINGTON COUNTRY"

"POINTON CITY SECOND ADDITION"

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded Abstractor of Titles, in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said County show that the title to the land on this annexed plat is vested as shown hereon, and that there are no actions pending or judgements of any nature in any court or on file with the clerk of any court in said County and State against said land, or the owner thereof, and that taxes are paid for the year 2017 and prior years, that there are no outstanding tax sale certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

In witness whereof, said bonded Abstractor has caused this instrument to be executed this _____ day of _____, 2018.

Secretary

Title

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of the City of Midwest City, Oklahoma on this _____ day of _____, 2018.

Attest:

City Clerk

Mayor, Mathew Dukes

COUNTY TREASURER'S CERTIFICATE

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of the City of Midwest City, Oklahoma on this _____ day of _____, 2018.

In witness whereof, said County Treasurer has caused this instrument to be executed at the City of Midwest City, Oklahoma this _____ day of _____, 2018.

County Treasurer

CERTIFICATE OF CITY CLERK

I, Sara Hancock, City Clerk of the City of Midwest City, County of Oklahoma, State of Oklahoma, do hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, 2018.

City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it hereby resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat, City of Midwest City, Oklahoma is hereby accepted.

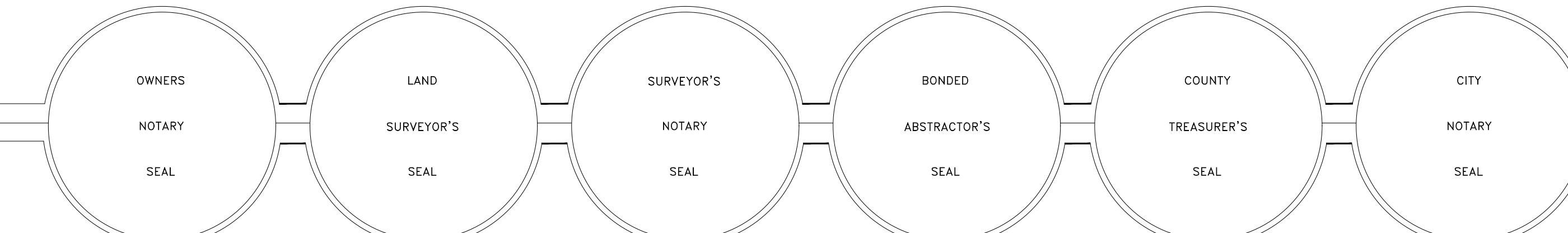
Adopted by the Council of the City of Midwest City, Oklahoma on this _____ day of _____, 2018.

Approved by the Council of the City of Midwest City, Oklahoma on this _____ day of _____, 2018.

CITY PLANNING COMMISSION APPROVAL

I, Stan Grell, Chairman of the City Planning Commission for the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that the said Commission duly approved the annexed plat on this _____ day of _____, 2018.

Chairman



EDH
E.D. HILL L.L.C.
510 COLCORD DRIVE OKLAHOMA CITY, OK 73102
TELE (405) 232-2208 FAX (405) 232-2229
CERTIFICATE OF AUTHORIZATION 105
EXPIRES JUNE 30, 2018



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

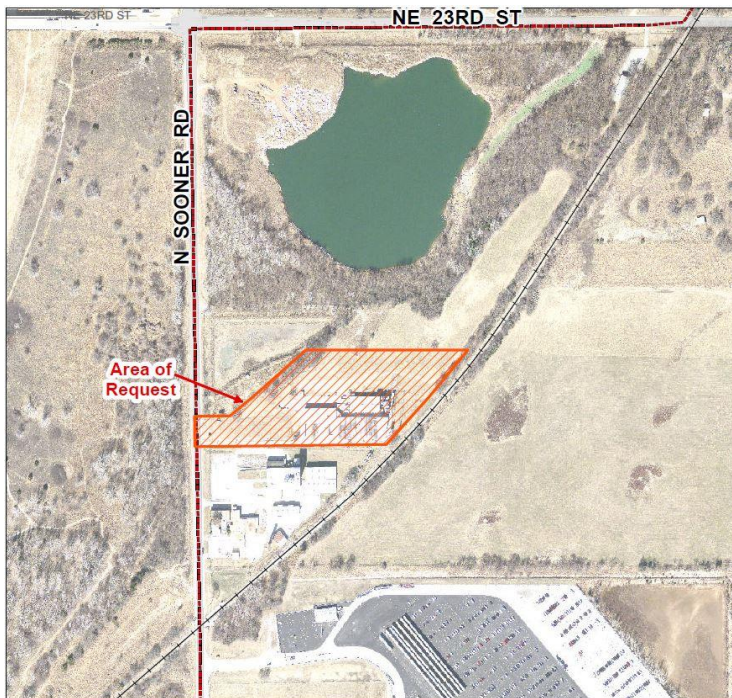
To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: March 27, 2018

Subject: (PC-1941) Public hearing with discussion and consideration of the Bags Inc. Final Plat for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W and as shown on the attached maps.

Executive Summary: This final plat is being requested as the owners of the Bags, Inc. property have purchased additional property to the north with the intentions of expanding their operations. The applicant is requesting a waiver to the required sewer extension as the railroad has provided documentation stating that they will not allow an extension of the sewer line under the railroad. As this application meets the requirements of the Subdivision Regulations and is consistent with the preliminary plat, staff recommends approval.



Dates of Hearing: Planning Commission – March 6, 2018
City Council – March 27, 2018

Council Ward: Ward 4,
Councilmember Sean Reed

Owner/Applicant: Scott Curry, Bags Inc.

Surveyor: Danny Cahill

Proposed Use: Future expansion of Bags Inc.

Size:
The area of request abuts the existing Bags Inc. property to

the south for approximately 859.50 feet and contains an area of approximately 4.27 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – Industrial (IND)

North, South, East and West – Industrial (IND)

Zoning Districts:

Area of Request – A-1, Agriculture with a Special Use Permit

North – A-1, Agriculture

South and West – I-2, Moderate Industrial

East – A-1, Agriculture with a Special Use Permit

Land Use:

Area of Request – Vacant

North, East and West – Vacant

South – Bags Inc.

Municipal Code Citation:

38-19 *Final Plat*

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. This property was zoned A-1, Agriculture with the adoption of the 1985 zoning code.
2. PC-936 – A Special Use Permit was approved to allow an oil and gas well.
3. The Preliminary Plat for the area of request was approved in June of 2017.
4. The Planning Commission recommended approval of this item March 6, 2018.

Staff Comments:

Engineer's report:

PC - 1941 will increase the impervious area of Bags, Inc. when it expands, which will increase run off. However, the site immediately funnels into the pond located north of the building. The pond is in the floodplain and the increase will have no noticeable impact to the flood prone area.

Public Improvements

Subdivision Regulations require the applicant to construct all public improvements prior to approval.

The preliminary plat application for the area of request required a public sewer main extension to the property as a condition for approval. An A-OK rail road line separates the area of request from the city's sewer infrastructure system. Crossing underneath the rail line requires special permission from the rail line operator. The applicant has requested permission to cross under the line, however, the rail company has denied this request. Having no access to the city's sewer system and having an existing system already on site and in use, staff recommends, under Section 38-59 on the subdivision regulations, waiving the sewer extension attached to this application.

Easements and Right-of-Way

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

Fire Marshal's report:

The Fire Marshal has reviewed this application and believes that the hydrant servicing the area of request is on a dead end. Any new construction will require a looped system and additional hydrants.

Plan Review Comments:

The applicant recently purchased property to the north of their existing Bags Inc. facility with the intentions of possibly expanding their operations in the future. The applicant is going through the platting process in order to add the recently purchased land to their existing parcel.

The Final Plat as submitted is consistent with the approved Preliminary Plat and does meet the requirements of the Subdivision Regulations. Staff recommends approval.

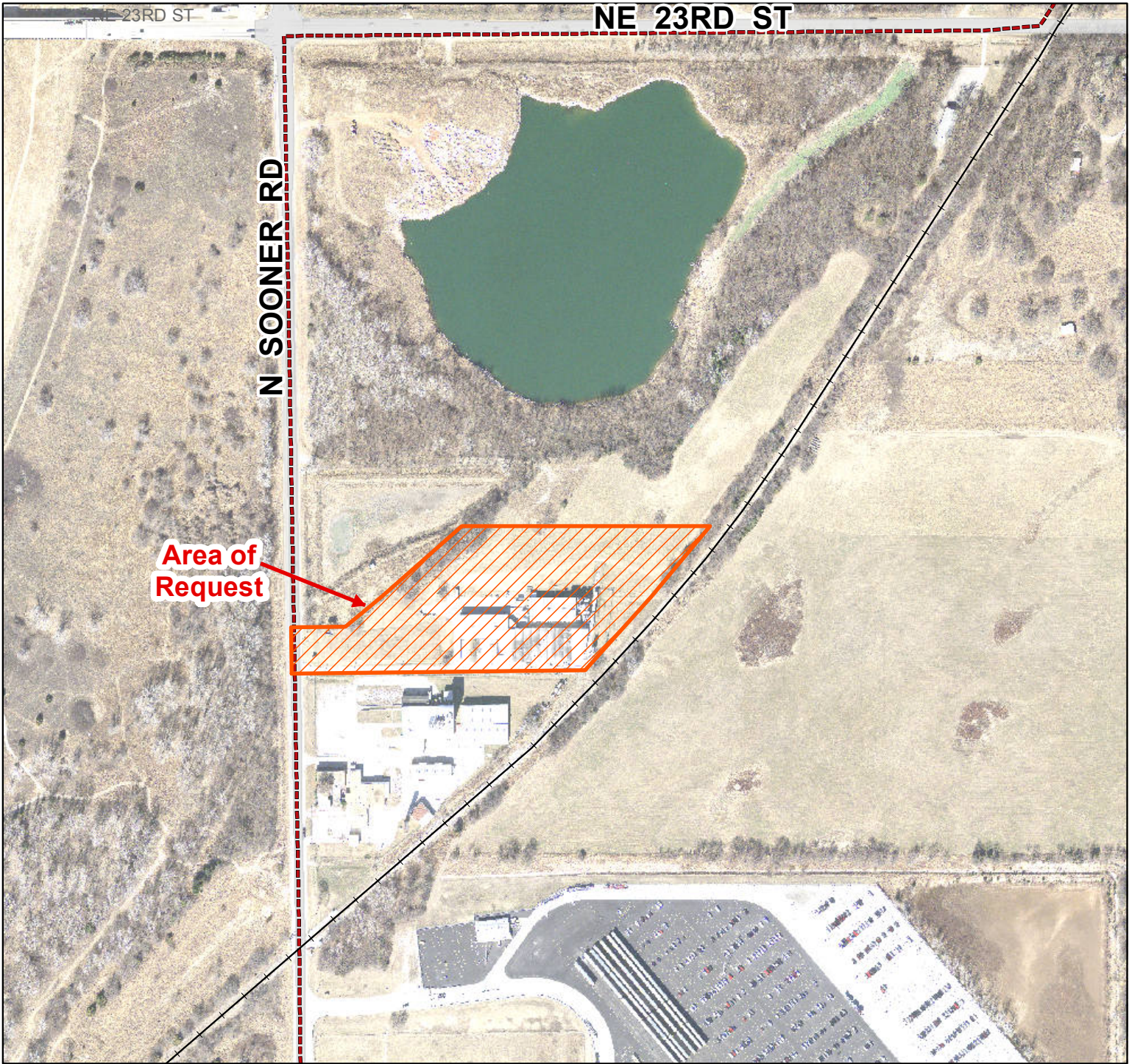
Action Required:

Approve or reject the preliminary plat for the property as noted herein, subject to staff's comments as found in the March 27, 2018 agenda packet and made a part of PC-1941 file.

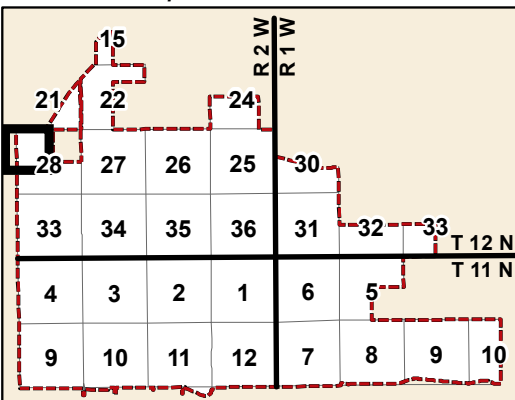


Billy Harless,
Community Development Director

KG



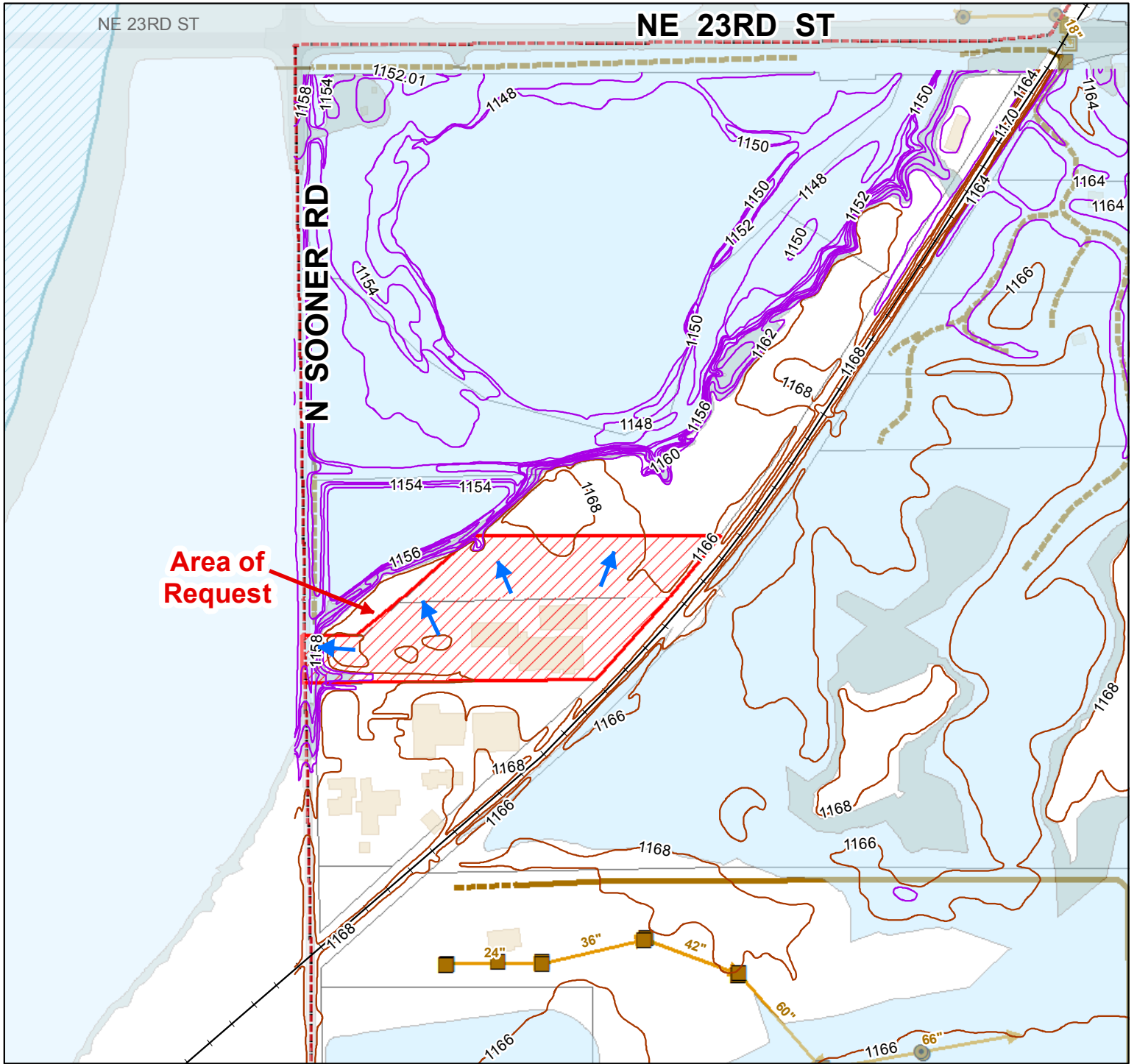
Locator Map



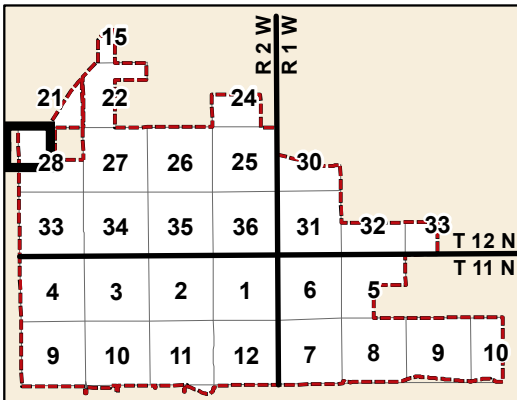
**2017 DOP (AERIAL) VIEW FOR
PC-1941
(NW/4, Sec. 28, T12N, R2W)**














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




Locator Map



- Drainage Legend**
-  Curb Inlets
 -  Inlets
 -  Junction Box
 -  Culverts
 -  Flumes
 -  Developed Channels
 -  Trickle Channels
 -  Undeveloped Channels
 -  Storm Lines
 -  Creeks
- Elevation**
-  1148 - 1165 ft
 - 1166 - 1204 ft
 - 1205 - 1228 ft
 - 1229 - 1250 ft
 - 1251 - 1278 ft

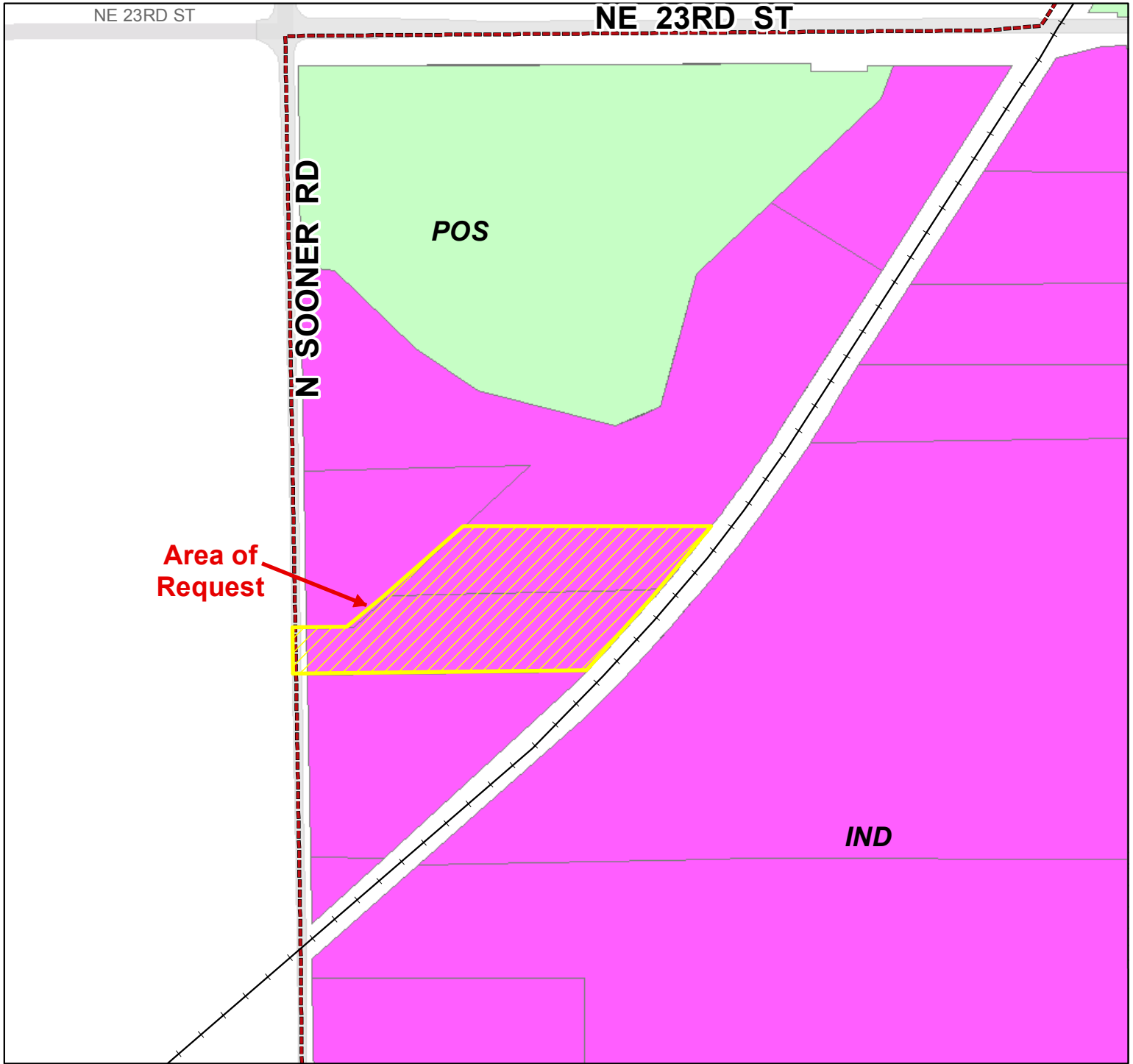
2009 FEMA Floodplains

-  500-yr floodplain
 -  100-yr floodplain
- 2009 FEMA Floodway**
-  FLOODWAY

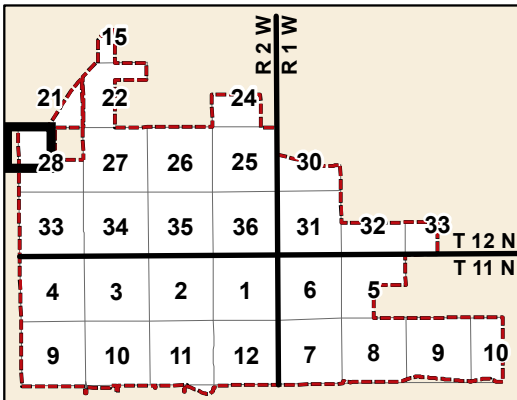
DRAINAGE LOCATION MAP FOR PC-1941 (NW/4, Sec. 28, T12N, R2W)













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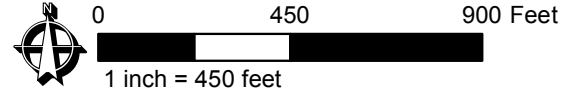
Locator Map



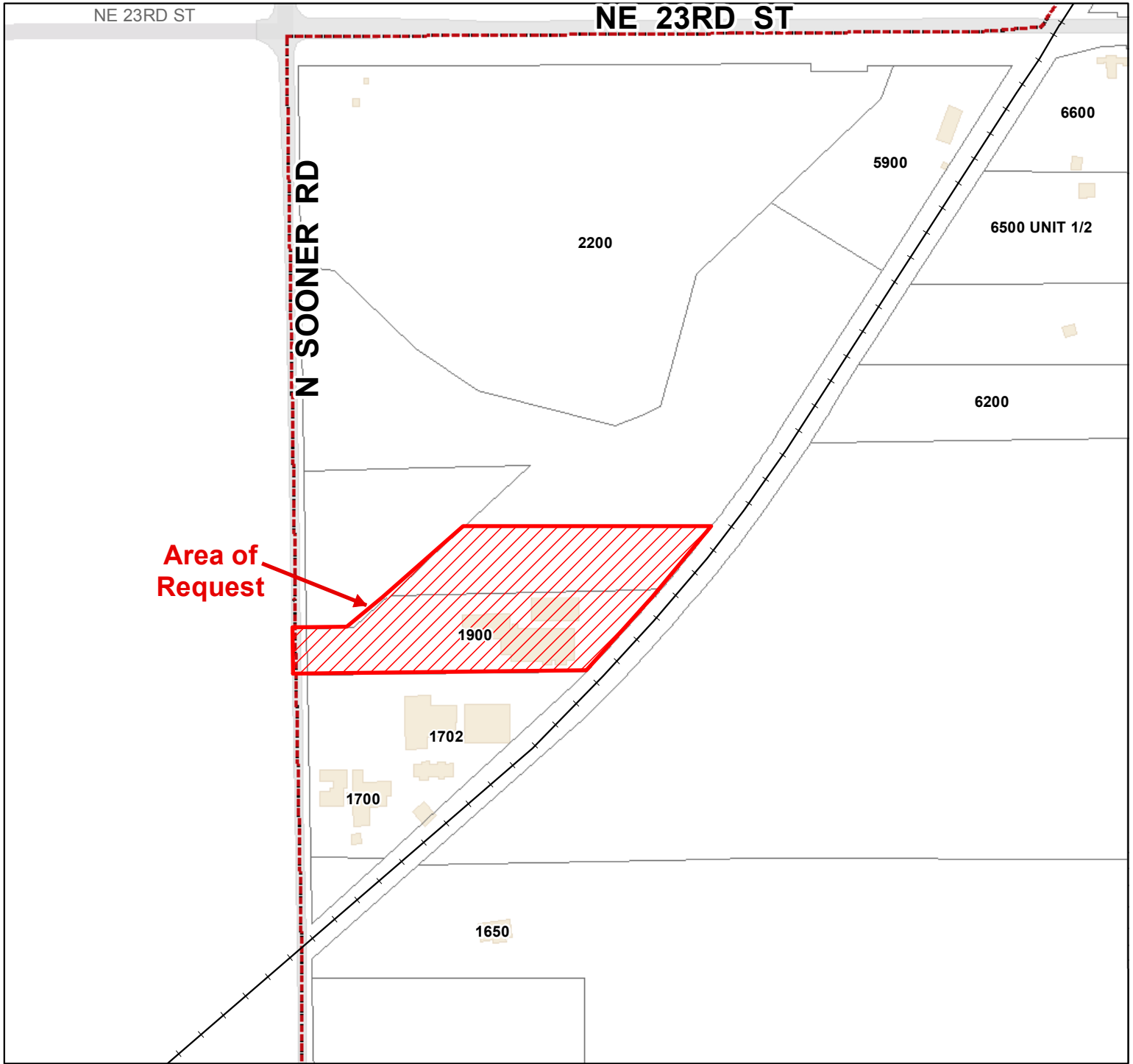
Future Land Use Legend

-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

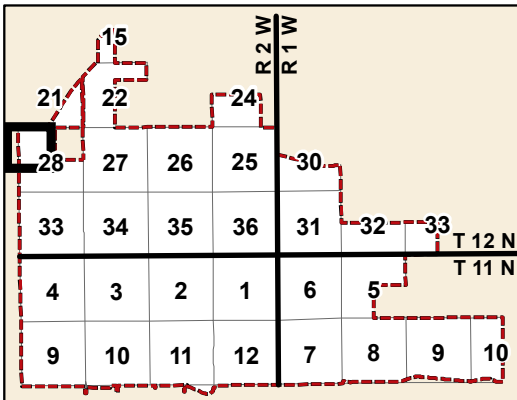
**FUTURE LAND USE
MAP FOR
PC-1941
(NW/4, Sec. 28, T12N, R2W)**








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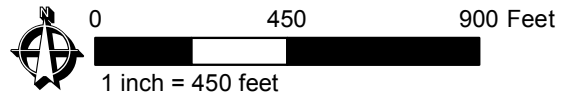
Locator Map



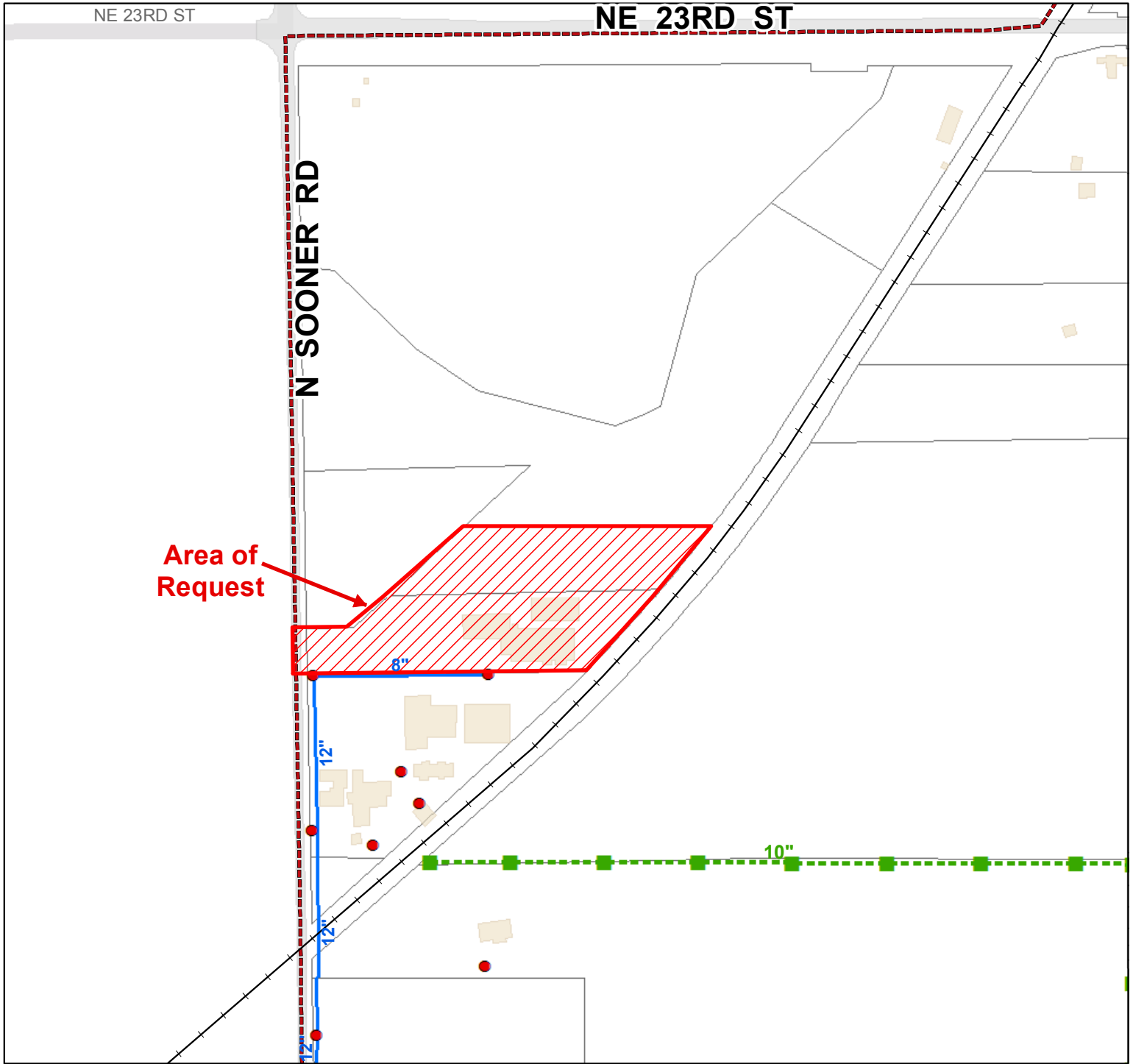
General Map Legend

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

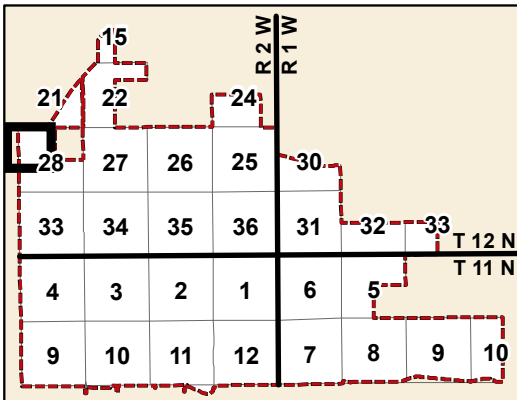
**GENERAL MAP FOR
PC-1941
(NW/4, Sec. 28, T12N, R2W)**



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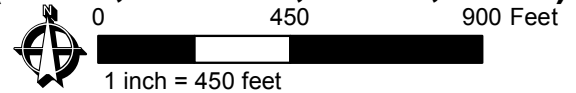
Locator Map



Water/Sewer Legend

- Fire Hydrants
- Water Lines**
- Distribution
- Well
- OKC Cross Country
- Sooner Utilities
- Thunderbird
- Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-1941
(NW/4, Sec. 28, T12N, R2W)**

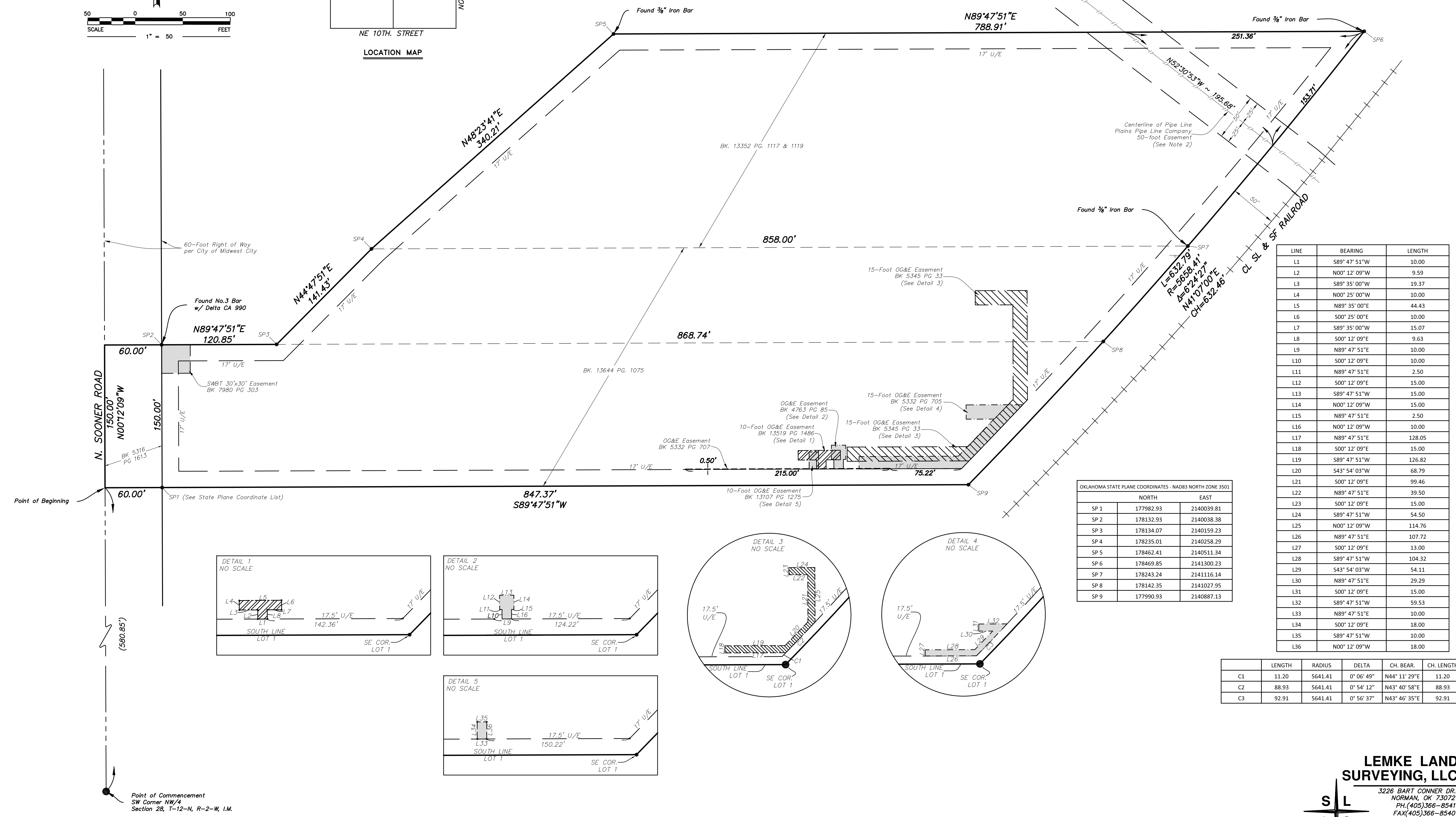
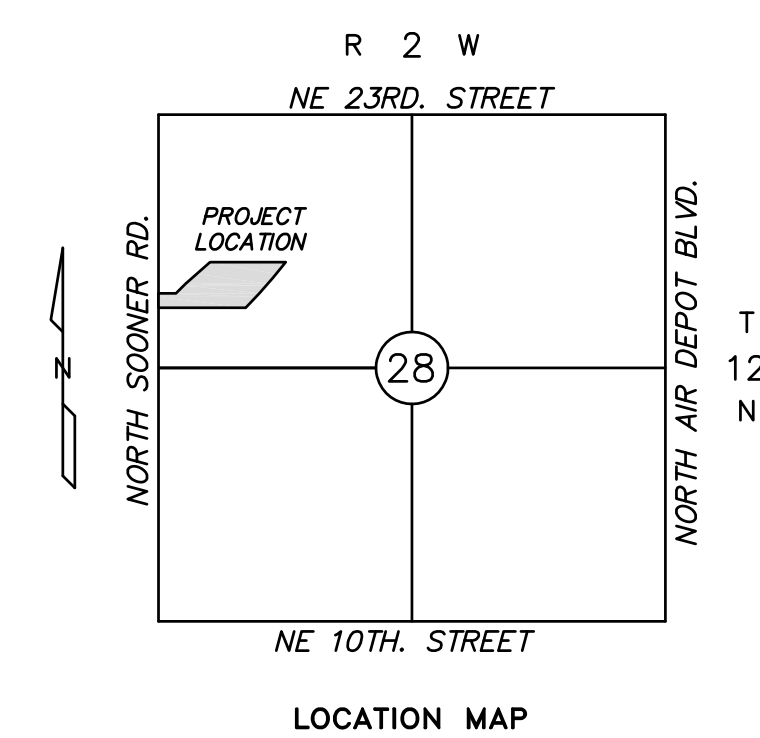
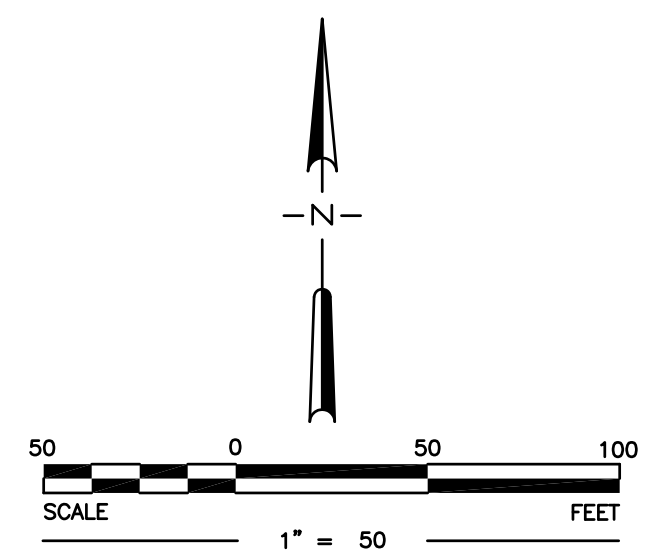


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FINAL PLAT BAGS INCORPORATED

AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA
COUNTY, STATE OF OKLAHOMA

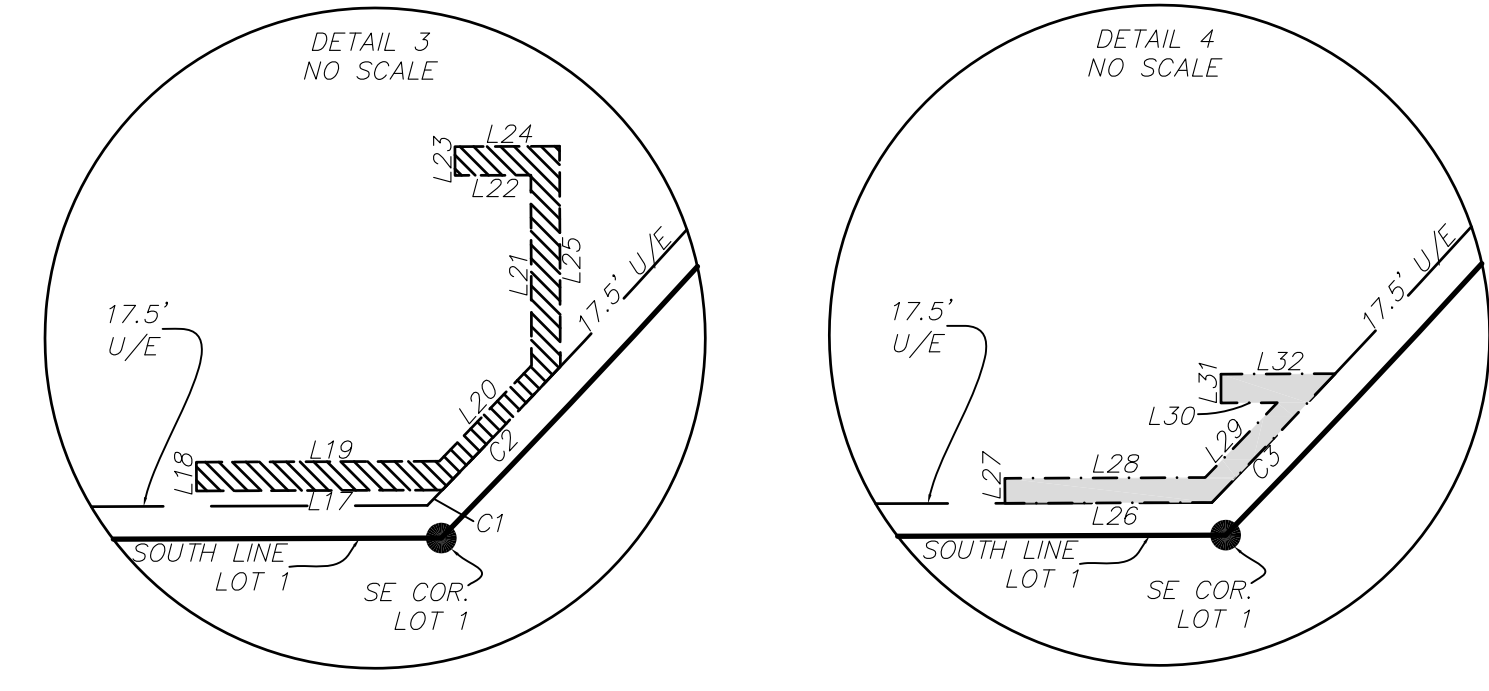
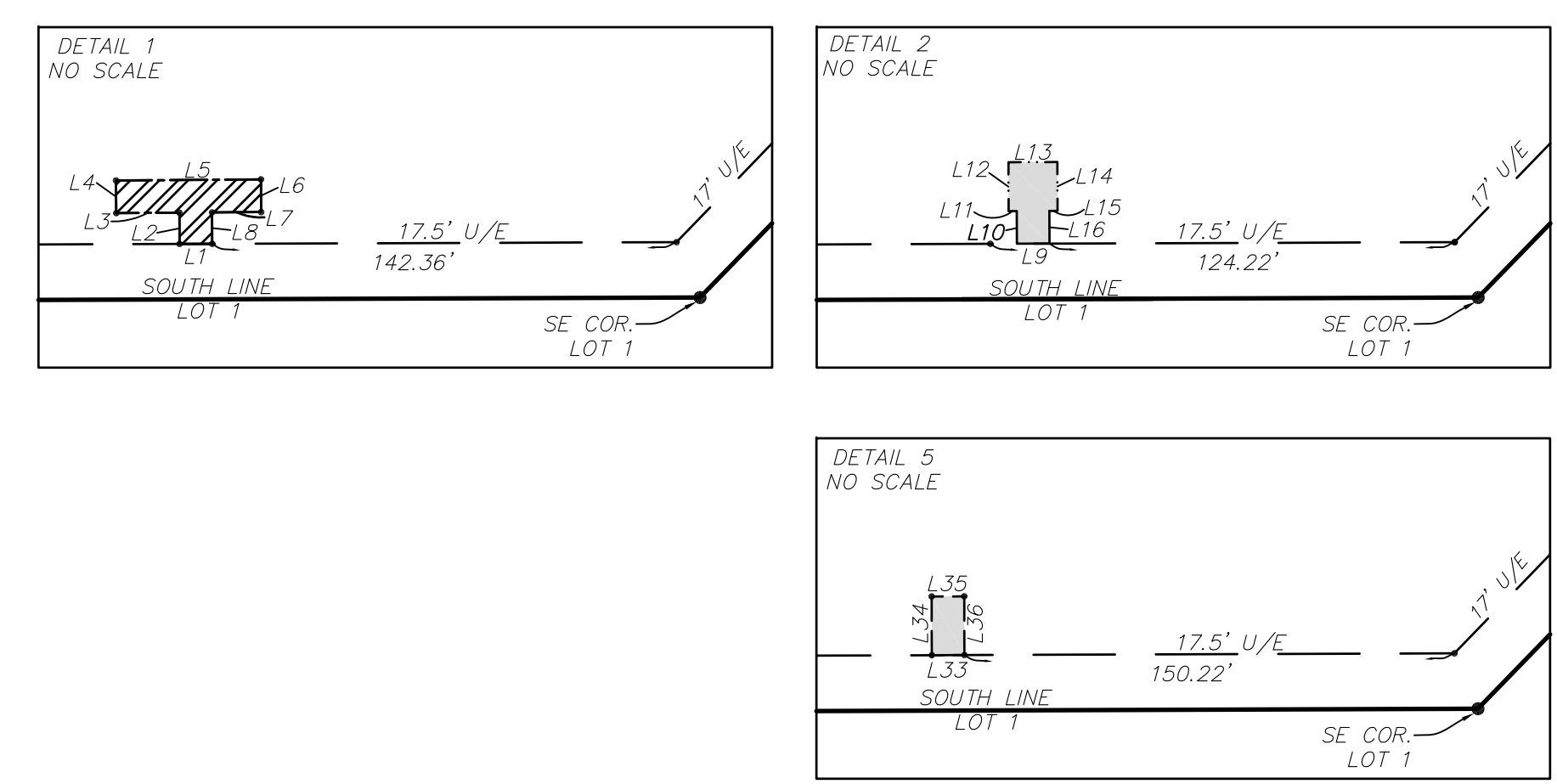
A PART OF THE NORTHWEST QUARTER OF SECTION
TWENTY-EIGHT (28) TOWNSHIP TWELVE (12) NORTH RANGE
TWO (2) WEST OF THE INDIAN AND BASE MERIDIAN,
MIDWEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA.



LINE	BEARING	LENGTH
L1	S89° 47' 51" W	10.00
L2	N00° 12' 09" W	9.59
L3	S89° 35' 00" W	19.37
L4	N00° 25' 00" W	10.00
L5	N89° 35' 00" E	44.43
L6	S00° 25' 00" E	10.00
L7	S89° 35' 00" W	15.07
L8	S00° 12' 09" E	9.63
L9	N89° 47' 51" E	10.00
L10	S00° 12' 09" E	10.00
L11	N89° 47' 51" E	2.50
L12	S00° 12' 09" E	15.00
L13	S89° 47' 51" W	15.00
L14	N00° 12' 09" W	15.00
L15	N89° 47' 51" E	2.50
L16	N00° 12' 09" W	10.00
L17	N89° 47' 51" E	128.05
L18	S00° 12' 09" E	15.00
L19	S89° 47' 51" W	126.82
L20	S43° 54' 03" W	68.79
L21	S00° 12' 09" E	99.46
L22	N89° 47' 51" E	39.50
L23	S00° 12' 09" E	15.00
L24	S89° 47' 51" W	54.50
L25	N00° 12' 09" W	114.76
L26	N89° 47' 51" E	107.72
L27	S00° 12' 09" E	13.00
L28	S89° 47' 51" W	104.32
L29	S43° 54' 03" W	54.11
L30	N89° 47' 51" E	29.29
L31	S00° 12' 09" E	15.00
L32	S89° 47' 51" W	59.53
L33	N89° 47' 51" E	10.00
L34	S00° 12' 09" E	18.00
L35	S89° 47' 51" W	10.00
L36	N00° 12' 09" W	18.00

OKLAHOMA STATE PLANE COORDINATES - NAD83 NORTH ZONE 3501	NORTH		EAST		
	SP	X	SP	Y	
SP 1	177982.93	2140039.81	SP 2	178132.93	2140038.38
SP 3	178134.07	2140159.23	SP 4	178235.01	2140258.29
SP 5	178462.41	2140511.34	SP 6	178469.85	2141300.23
SP 7	178243.24	2141116.14	SP 8	178142.35	2141027.95
SP 9	177990.93	2140887.13			

	LENGTH	RADIUS	DELTA	CH. BEAR.	CH. LENGTH
C1	11.20	5641.41	0° 06' 49"	N44° 11' 29" E	11.20
C2	88.93	5641.41	0° 54' 12"	N43° 40' 58" E	88.93
C3	92.91	5641.41	0° 56' 37"	N43° 46' 35" E	92.91



Point of Commencement
SW Corner NW/4
Section 28, T-12-N, R-2-W, L.M.

LEMKE LAND SURVEYING, LLC
3226 BART CONNER DR.
NORMAN, OK 73072
PH: (405) 366-8541
FAX: (405) 366-8540
CA # 6975 EXP. DATE: 6/30/19
<http://www.LEMKE-LS.com>



City Manager

100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcity.org
Office: 405-739-1207
Fax: 405-739-1208

To: Mayor and Council
From: J. Guy Henson, City Manager
Date: March 27, 2018
Subject: Discussion and consideration of issues and conditions concerning the Turtlewood east detention pond.

Per the request of Council, following the Turtlewood Home Owners Association (THOA) comments at the March 13th Council meeting, staff members visited the site to inspect and carefully review the detention facility and surrounding common area referred to as the east pond, reporting the following:

- Paul Streets, Assistant Public Works Director and Utilities Superintendent saw no visible violations.
- Mike Stroh, Neighborhood Services Director saw minimal trash and weeds within the area; however, notices and orders were given for brush piles in West Turtlewood.
- Billy Harless, Community Development Director found the following:
 - Retaining walls were constructed without permits or any record of inspections. In evaluating past aerial photography, (see attached) the “Timber” retaining wall, or east wall was constructed sometime in 2010/11. In October of 2010, the retaining wall ordinance was amended to reduce the height required for a permit and designed by an engineer from four (4’) feet to two (2’) feet. The “Concrete” retaining wall, or west wall, was constructed in 2015/16. The new Subdivision Regulations were approved in September of 2012 which required them to be constructed of masonry or concrete material. The retaining wall ordinance was again modified to remove the finished floor provision in September 2015.
 - Since the detention/retention ponds, retaining walls, and similar structures are constructed on private property ultimately to be controlled by the HOA, the contract between the HOA and the developer make it difficult to regulate the transfer of responsibility from the developer to the HOA. This transfer of responsibility is usually done on a percentage of lots sold or homes constructed over several years as the subdivision is developed.
 - For future developments, it may be appropriate to require the developer to notify the City and HOA that this transfer of responsibility is imminent and that all parties inspect the structures to insure transparency throughout the process. Maybe we need an ordinance to establish a process and penalties for failure to follow the process and procedures to ensure these structures and systems are reasonably sustainable.

If you have any questions, please don’t hesitate to contact me at 739-1207.

J. GUY HENSON, City Manager



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

Billy Harless, Community Development Director
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Greg Hakman, GIS Coordinator

TO : Honorable Mayor and Council

FROM : Patrick Menefee, P.E., City Engineer

DATE : March 27th, 2018

SUBJECT : Discussion and consideration of a request to fund the construction of a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road in the amount of \$339,654.75. (originally presented on November 14th, 2017 and continued on January 23rd, 2018.)

After being tasked with gathering further information from the residents along Roefan Road and Hand Road, staff contacted the residents through the mail and held two public meetings on February 20th, 2018 and March 6th, 2018.


The letter and the meetings were held to gauge interest in the project and see if there was support in the idea of placing a deposit on connecting to City water when available. Twenty of the thirty one existing addresses along the corridor did attend a public meeting or contacted staff with their thoughts on the City's proposal.

The residents were polled on if they would deposit \$75.00 in a water service account for their address in the present and pay the water meter and service tie on fees to connect when available in the future. This offer came with the condition that after the March 27th, 2018 City Council meeting, there will be an additional \$7000 assessment fee to connect to City water for these addresses. Avoiding the assessment fee required participating with the current offer. Nineteen of the twenty residents polled stated they would put down the deposit.

The \$320,000 estimate includes the cost of a survey for the design of the project and the installation costs of the water line extension.

Patrick Menefee, P.E.
City Engineer

parcel #	street	mailing address	Name
2450	Hand		2450 Erika Cheadle
2500	Hand		2450
2541	Hand	PO Box 30023, Midwest City OK 73140-3023	Kathy & Teddy Burley
2551	Hand		2551
2700	Hand		2700
2701	Hand		2701 Roger & Matasha Trammel
2749	Hand	11385 SE 28th, Midwest City OK	Daniel Peterson
2750	Hand	14280 E Reno, Midwest City OK 73020-7563	
11021	Roefan		11021
11025	Roefan		11025 Robert Leahy
11100	Roefan		11100
11200	Roefan		11200 Brian & Robin Budniewski
11201	Roefan		11021
11220	Roefan		11220
11221	Roefan		11221 April Poster / Jason Daggs
11241	Roefan		11241 Ron Maciag
11250	Roefan		11250 Albert & Hazel Meeton
11274	Roefan		11274
11280	Roefan		11280
11290	Roefan		11290 Teresa & Michael Scott
11300	Roefan		11306 Doulgas Foor
11301	Roefan		11301 Gary Austin
11305	Roefan		11305
11306	Roefan		11306 Doulgas Foor
11309	Roefan		11309
11333	Roefan		11333 Josh Kardatzke
11351	Roefan		11351 Charlene Smith
11374	Roefan		11374 Chastity Coslow
11376	Roefan		11376 Gary Burley
11381	Roefan		11381
11394	Roefan		11394 Allan Burley
11701	Roefan		11701 Mark Hansel & Dianna D'Aura
2600	Hand	Not a recognized parcel on GIS	Miranda Burley

Phone	Email	Public Meeting			Other Contact	
		Attendance 2/20/2018	3/6/2018	Yes	Type	Date
405-802-9605	tudorhouse.ec@gmail.com		X			
405-650- 6471	Kathylburley@yahoo.com	X	X			
405-201-6093	Rogerjessechris@yahoo.com		X			
		X				
405-769-9181	boraq@cox.net		X			
405-464-4669	robinmcniel@yahoo.com	X	X			
405-850-1519, 405-833-8337	Jason.daggs.jd@gmail.com	X	X			
405-823-7592		X	X			
405-769-1620			X			
405-570-5843, 570- 5509	oksoonersmls@msn.com	X	X			
405-769-7330				X	Call	3/15/2018
405-249-1896		X	X			
405-769-7330				X	Call	3/15/2018
405-919-0155				X	Call	3/15/2018
						
	ccoslow@odot.org			X	Email	3/8/2018
	KATHYLBURLEY@yahoo.com			X	Letter	3/8/2018
405-769-3023		X	X			
405-808-1774	MHbass52@cox.net	X	X			

50% 3%
16 1
Deposit
WL

47%

Yes No
X

X

X

He wants the water along Hand but it is already available to his residence. He wants to split his lot but has not submitted to planning commission. Did not include because it may skew the results

X

X

X

X

X

X

X

X

X

X

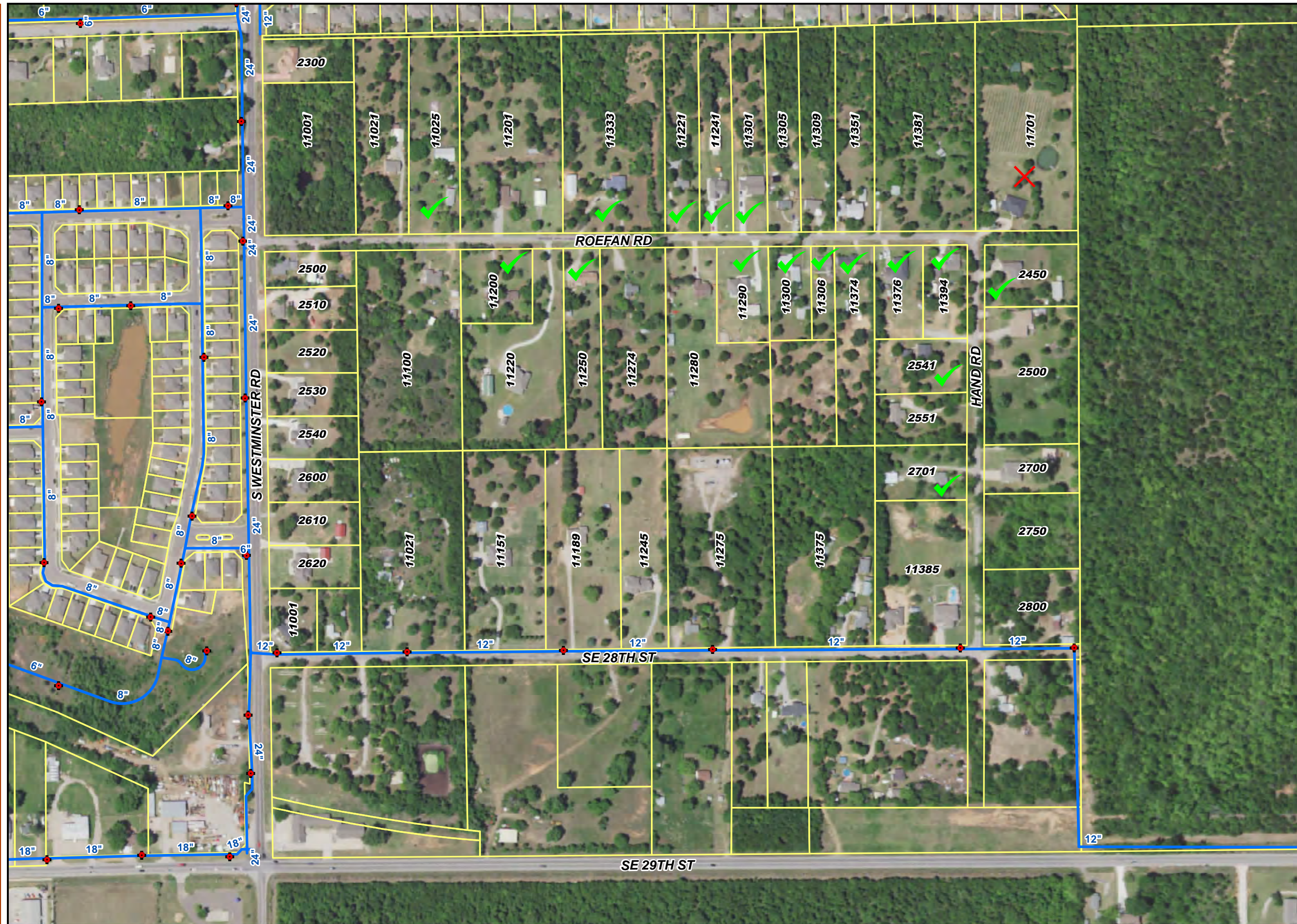
Chralene signed petition but owner is a Ed Brewer Trust, not Charlene

X

X

X

X



✓ YES
✗ NO



1 inch = 300 feet

DISCLAIMER

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: March 27, 2018

Subject: Discussion and consideration of accepting R.L. Shears Company Landscape Architects Mid-America Park Expansion Master Plan.

In 2016 the city accepted a rather large donation of land from the Atkinson Family Trust. The land adjoined the Mid-America Park and was accepted for the purposes of improving and enlarging the current park.

Subsequent to the lands acceptance A Hospital Authority Grant was written and received to fund a Mid-America Park master plan study. In early 2017 staff sent out a request for qualifications (RFQ) submission in an effort to select a qualified firm to conduct the study and create a master plan for the newly enlarged park. R.L. Shears Company Landscape Architects was selected to create the plan for Mid-America Park expansion. Public Works, Parks and Community Development staff met with the designer in person, at the site and on conference calls throughout the process. The five-year plan for parks was reviewed and an analysis of the Parks Chapter of the Comprehensive Plan was also conducted to see how the new park could help meet benchmarks.

In addition to staff's input, two public meetings were held to introduce the project to the public and gather feedback. The November 15, 2017 public meeting was combined with a scheduled Parks and Recreation Board meeting. R.L. Shears presented the existing site conditions and gave the Board and the public a chance to give feedback prior to the development of the master plan. The meeting was well attended. The top requests for amenities were for an all-inclusive playground, a natural conservation type area, and a championship Frisbee Disc-golf course. A second public meeting was held on March 14, 2018 to bring the draft of the plan back to the public for review and comment. The plan was well received. A brochure explaining features of the new park is being prepared along with the Master Plan.

As a final piece to the review process, the Parks and Recreation Board will be hearing this item on March 21, 2018. The Board's recommendation will be provided during the pre-council meeting.

Staff recommends acceptance of the plan.

Vaughn K. Sullivan, Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Phil W. Anderson
City Attorney

100 N. Midwest Blvd.
Midwest City, OK 73110
405-739-1203

panderson@midwestcityok.org

MEMORANDUM

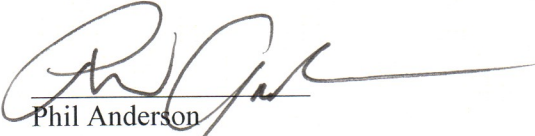
TO: Honorable Mayor and Council

FROM: Phil Anderson

DATE: March 20, 2018

SUBJECT: Discussion and consideration of entering into executive session as allowed under 25 O.S. § 307 (B) (4) to discuss a pending claim.

Appropriate information will be provided during executive session.



Phil Anderson
City Attorney



FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2018 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2017 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

March 6, 2018 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 6, 2018 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil - Chairman
Russell Smith
Jess Huskey
Dee Collins
Jim Smith
Jim Campbell

Staff present: Kellie Gilles, Planning Manager
Billy Harless, Community Development Director
Patrick Menefee, City Engineer
Lora Gwartney, Associate Current Planner

The meeting was called to order by Chairman Greil at 7:00 p.m.

A. MINUTES:

1. Motion was made by Huskey, seconded by Collins, to approve the minutes of the March 6, 2018 Planning Commission meeting as presented. Voting aye: J. Smith, Collins, Campbell, Greil, R. Smith and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

1. **(PC-1939) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Eating Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial district for the property described as a part of the SW/4 of Section 10, T-11-N, R-2-W, located at 2320 S. Air Depot.**

Staff presented a brief overview of this item. The applicant, David Attalla was present. There was general discussion about this item. A motion was made by Hinton, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, Campbell, Greil, R. Smith and Huskey. Nay: none. Motion carried.

2 (PC-1940) Public hearing with discussion and consideration of approval of the Replat of Lot 23, Block 8 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W and addressed as 10374 Bellview Drive.

Staff presented a brief overview of this item. The applicant Steve Merriman, Newalla, OK, was present. There was general discussion about this item. A motion was made by Campbell, seconded by J. Smith, to recommend approval of this item subject to all staff comments. Voting aye: J. Smith, Collins, Campbell, Greil, R. Smith and Huskey. Nay: none. Motion carried.

3 (PC-1941) Public hearing with discussion and consideration of approval of the Bags Inc. Final Plat for the property described as a part of the NW/4 of Section 28, T-12-N, R-2-W on N. Sooner Rd.

Staff presented a brief overview of this item. The applicant, Charles Cahill of 2642 W. Boston, Broken Arrow, OK was present. There was general discussion about this item. A motion was made by R. Smith, seconded by Collins, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, Campbell, Greil, R. Smith and Huskey. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: There was general discussion. The Commissioners would like to begin receiving copies of the monthly building report.

D. PUBLIC DISCUSSION: None

E. FURTHER INFORMATION: There were no items of further information for discussion.

There being no further matters before the Commission, motion to adjourn was made by R. Smith, seconded by Huskey. Voting aye: J. Smith, Collins, Campbell, Griel, R. Smith and Huskey. Nay: none. Motion carried.

The meeting adjourned at 7:27 p.m.

Stan Greil, Chairman
(KG)



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: March 27, 2018

SUBJECT: Deliberator Presentation

Upon reviewing multiple electronic systems, the Deliberator appears to be a good choice. It is cost effective and easily controlled. There are no recurring fees. The system is comprised of individual keypads with the options: yes, no, abstain. The votes are unable to be viewed, until all have voted and the clerk clicks tally. Once complete, vote results are projected on monitor for all to see. Currently, the City of Edmond and Shawnee use this system.

Respectfully,

Sara Hancock
Sara Hancock, City Clerk

The Deliberator™ Electronic Meeting Manager



For city councils, community boards, planning commissions or corporate forums engaged in vigorous debate or public hearings.



Members self-regulate speaking order and control discussion times in an open and fair manner.



Communications and display keypads connect to a PC or laptop computer*.



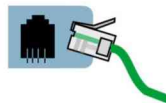
Data is saved to files corresponding to discussion sessions that may be resumed precisely.



Software registers requests-to-speak, keeps time for every speaker and tallies keypad votes.



Hybrid parallel/serial wiring configurations accommodate different seating arrangements and different size legislatures (up to 25 members).



Safe, low-voltage connections between the keypads and computer are achieved with telephone-type wire using modular connectors (easy set-up; no hard wiring).

*Customer supplies computer. Software requires < 50Kbytes of storage and is compatible with Windows 98 / 2000 / XP.

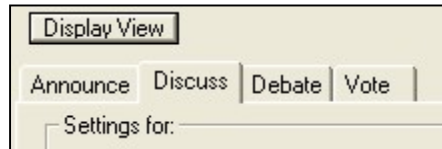
See additional information at www.dsan.com

Features of The Deliberator

I. Operating Modes

The Deliberator has four selectable operating modes.

- **Announce** enables you to display text messages
- **Discuss** enables you to conduct un-timed discussions
- **Debate** enable you to conduct timed discussions
- **Vote** enables you to register and record keypad inputs



II. Keypad displays position in the cue to the speaker

The Deliberator is designed to work with keypads that sit in front of each Council member. The Keypads contain a “Request to Speak” button. When a member pushes the Request-to-Speak keypad button, a green light goes on at the keypad indicating that he/she is on the speakers list. The position on the speakers list (i.e. 1, 2, 3...) is shown on the digital keypad display, for example “**no 1**”. This display also shows Time Remaining when The Deliberator is in the Debate mode.

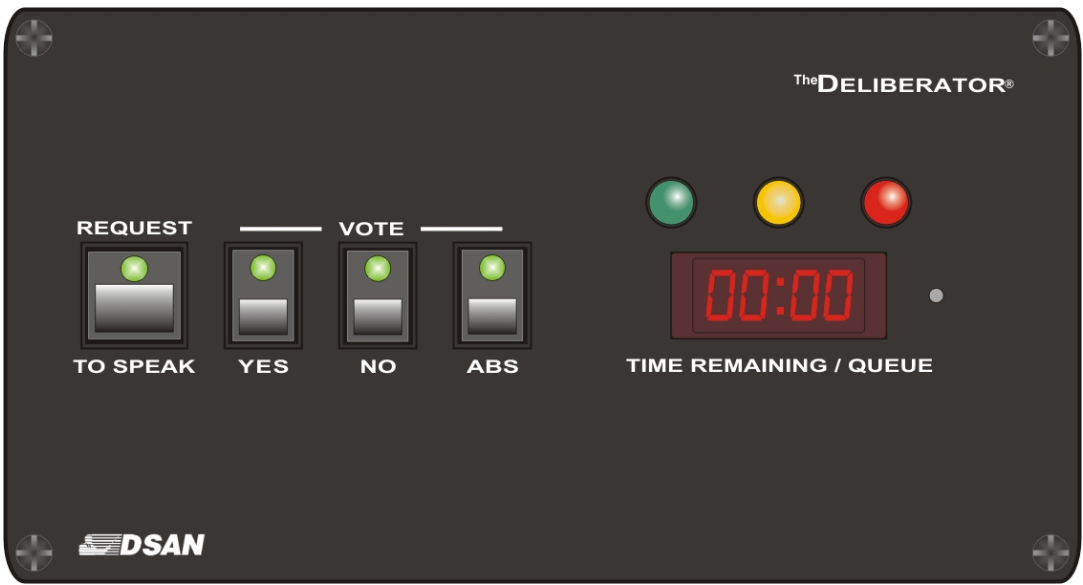


III. Several Keypad Options

The standard Deliberator keypads (4.5" x 7.5" x 1.75") shown above, are stock items and can be delivered in 1-2 weeks. Other versions, shown below, are custom-built and require 6-8 weeks delivery.

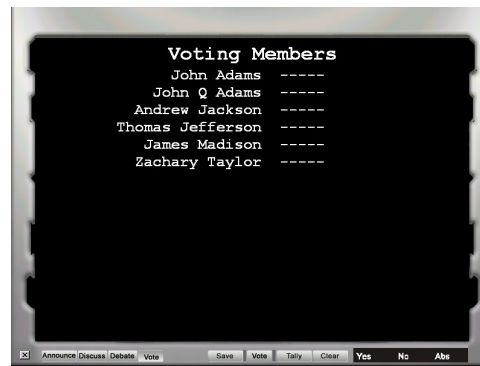
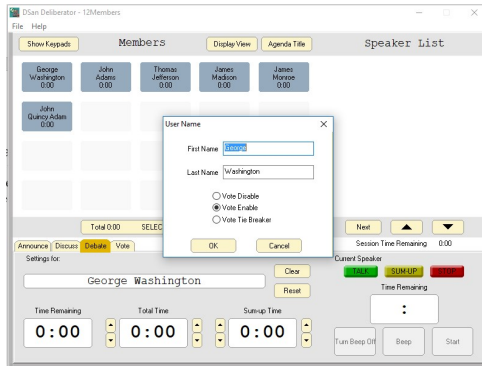
Flush mount versions of standard keypad





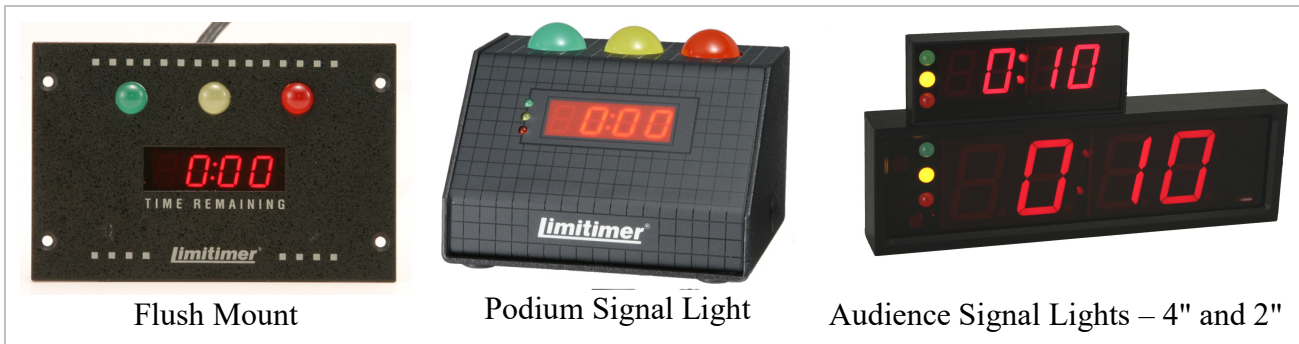
IV. Enable / Disable Voting Privileges

To accommodate legislatures where all members can participate in discussions but only some can vote, The Deliberator adds a "Vote Enable" option to the User Name dialogue box. If the Vote Enable checkbox is left unchecked, that member's name will not appear on the voting screen and his keypad vote buttons will be inactive during the vote. One member can be designated as a "Tie-breaker." His/her keypad is locked until tally reports an even number of "Yes" and "No" votes.



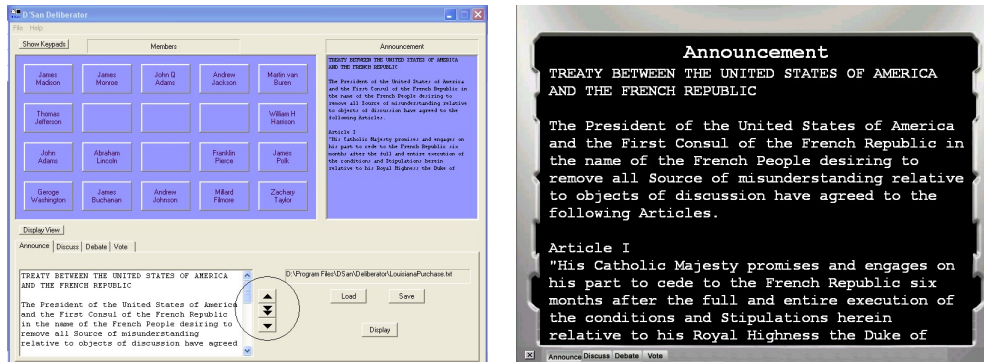
V. Compatibility with Limitimer Signal Lights

The Deliberator can drive Limitimer signal lights. These signal lights may be useful when using The Deliberator to time members of the public who are speaking to a legislature or display the time remaining to the audience or to the council members.



VI. Scrolling Display of Text Messages

Long text messages such as meeting agendas, the text of proposed legislation, activities, etc. can be displayed in an auto scroll format.



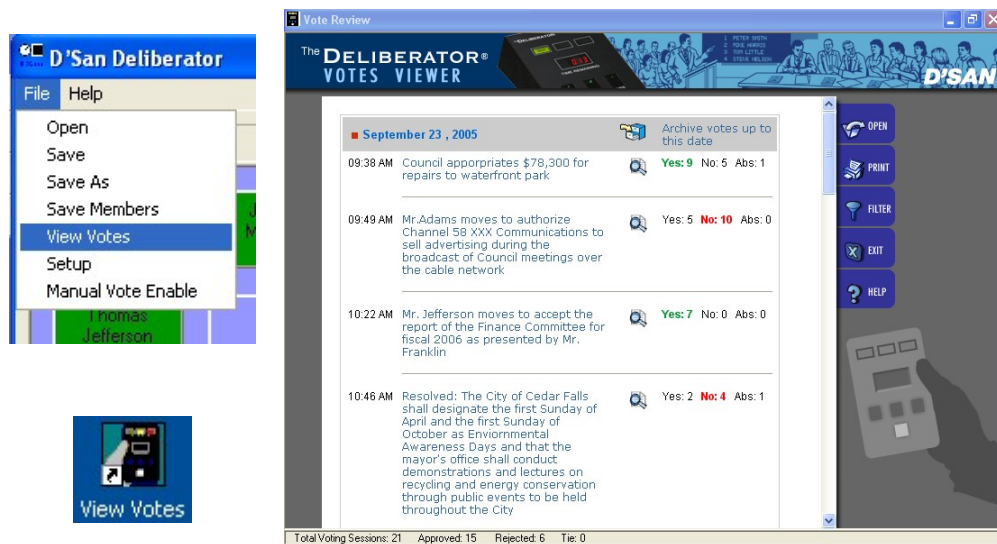
VII. Keyboard Shortcuts

When the meeting chairman or moderator is controlling the Deliberator software, he or she need not use the mouse to perform commands such as starting and stopping the clock and advancing to the next speaker on the list. The following commands can be invoked by keystrokes:

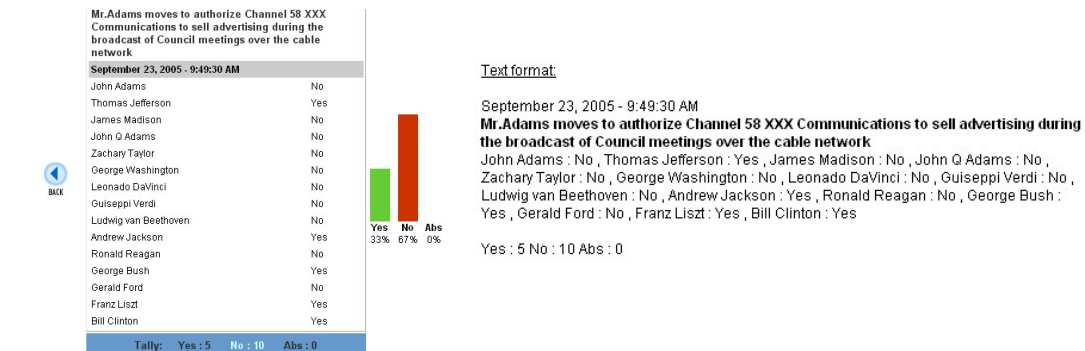
Command	Keystroke
Next	N or Space Bar
Start / Stop	S
Beep on.off	B
Debate Mode	D
Vote Mode	V
Vote	V
Tally	T
Clear	C
Save	S

VIII. Vote Viewer Application

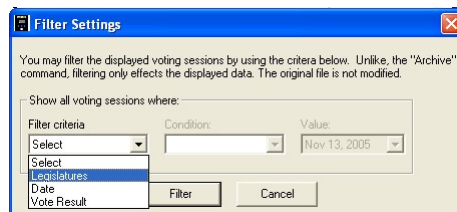
The Deliberator is shipping with an application that displays all saved votes by date. The application is launched from The Deliberator or from a desktop icon and can run simultaneously with The Deliberator.



Results can be displayed for a single vote in either tabular or text format and the information may be copied and pasted into any word processing document such as meeting minutes.



Votes files can be filtered to display votes for a single legislature (when more than one legislature is using The Deliberator) or for measures that were adopted or rejected. The files may be archived, for example for each year, to make it easier to view groups of votes.



A demo votes file has been installed in the votes directory. The first time you launch this application, you are prompted to browse for a votes file. Select the sample file to see how votes are displayed. Votes from your legislature are saved to a Votes.txt file.

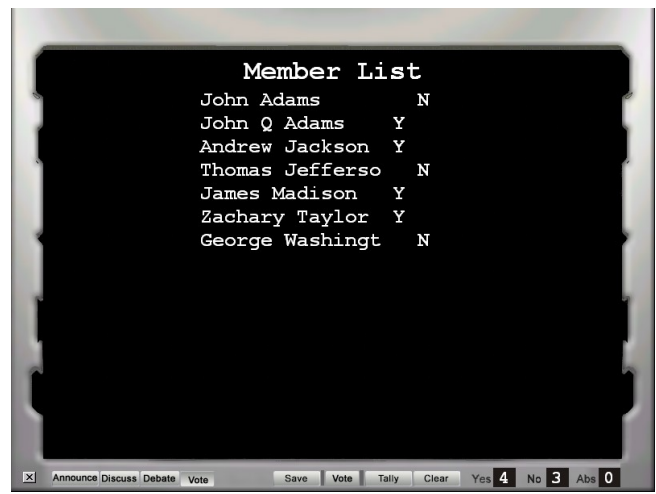
IX. Voting or Organizing Speaking Order – Some Display Options

City council meetings are sometimes broadcast over a cable TV channel or streamed over the Internet. Some customers have already devised ways of displaying the voting results or speakers list. Here are some ways it can be done.

When the clerk clicks the Display View button (1), a clean, full-screen image appears (shown at the bottom).

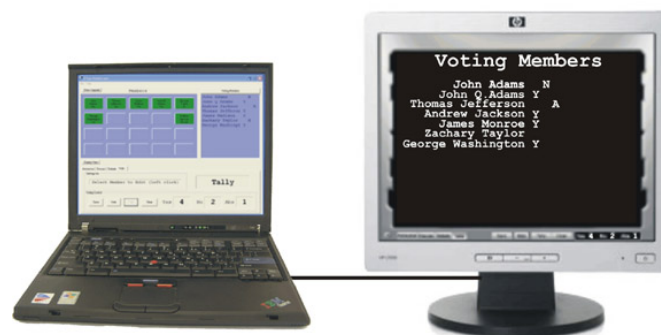
If the Deliberator application is running on a desktop computer, it is possible to install a second video card (about \$150) to provide two different outputs. One output would display the control view (top) and the second output would display the full-screen view (bottom). This second output, may be displayed on a large flat screen LCD monitor or it can be projected.

This second output is easily converted to a TV signal by any number of consumer-friendly devices costing between \$100 to \$200. (See <http://store.yahoo.com/aitech/newproducts.html> for examples). The TV signal can be fed into a broadcast transmission.



If the Deliberator is operated on a modern Laptop computer, an external LCD monitor or video projector can be attached. Most new laptop computers allow the desktop to be extended such that half the viewable area is seen on the laptop's own screen and the other half on the attached monitor.

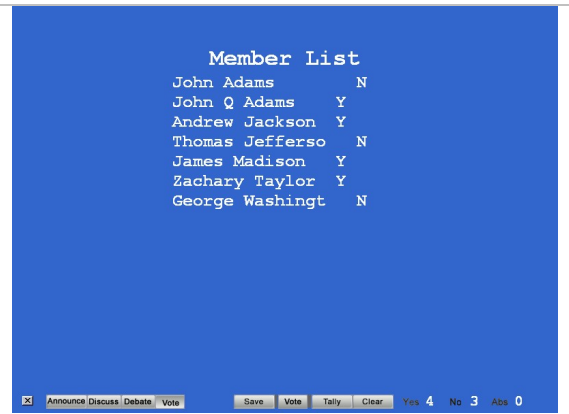
The Deliberator running on such a machine allows it to display the voting results on an external device.



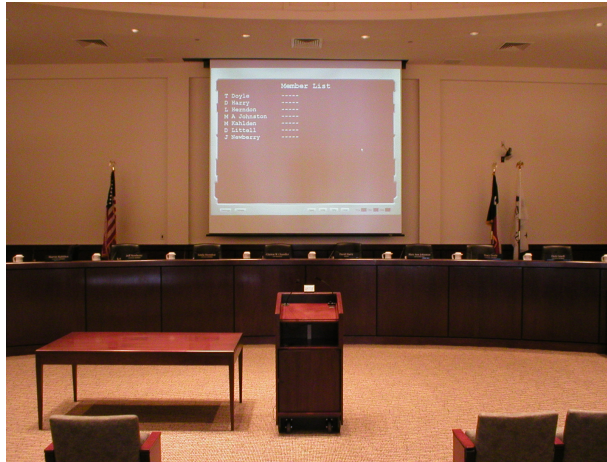
The black background with the silver border that is shown on the LCD monitor screen shot on the previous page is a bitmap file that is supplied with the Deliberator setup program. This file can be replaced with one created by the user. The bitmap can contain the logo of the city council or any other design that you create.

It is also possible to use a blank bitmap file filled with a single color as shown at the right. If the resulting computer output is converted to a TV signal, this background color can be set to be "transparent." When this video output is combined with an image of the city council received from a TV camera, the speakers list or voting results will appear as white letters over that TV image. The combined image will resemble the scores overlaid on a football game broadcast.

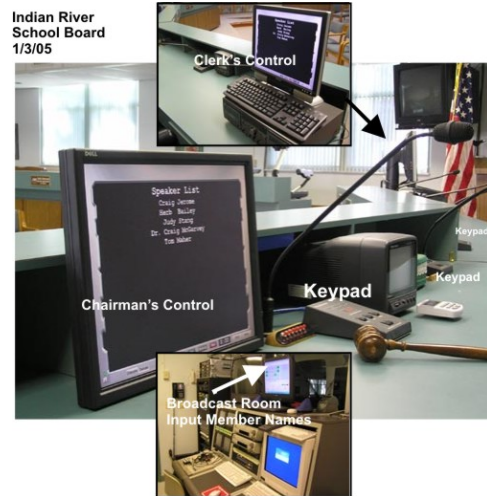
No formatting is possible. The Deliberator uses Courier font because it is always supplied with Windows computers.



X. Installations



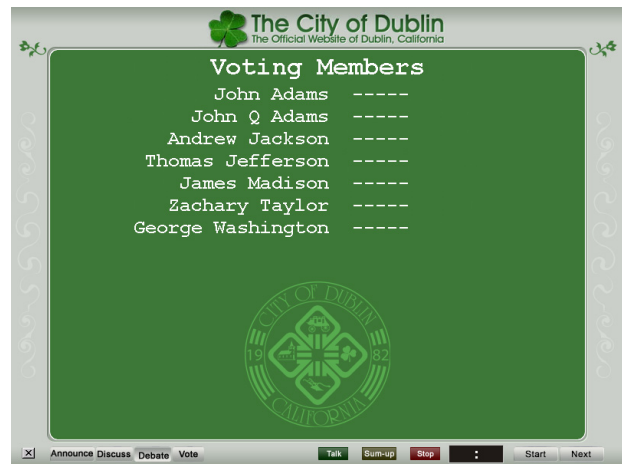
Voting screen projected for visitors to the City Council. (Texas)



Speaker's List displayed in front of School Board chairman; TV control room receives info via Wi-Fi. (Florida)

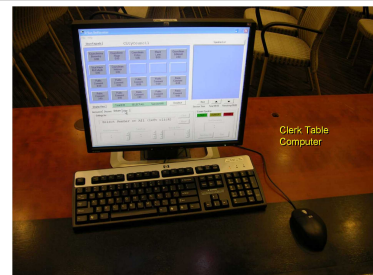


Flush-mount voting keypad. (Arizona)



Custom projection screen (California)

Integration of Limitimer (speaker timer) and The Deliberator (Arizona)



XI Integration with PowerPoint

Using DSAN's Add-In "DataConnect", voting, announcements and speaker list data can be displayed in a PowerPoint presentation running either on the same computer running The Deliberator or on any networked computer. This offers extraordinary flexibility for screen design. Some examples:

DEBATE: BILL 2010-221 WEST SIDE REDEVELOPMENT

MONROE
MADISON ADAMS, Q
JEFFERSON JOHNSON
ADAMS VAN BUREN
WASHINGTON TAYLOR

DEBATE TIME REMAINING 1:20:45

BLOOMTON COUNCIL VOTING

GEORGE WASHINGTON
THOMAS JEFFERSON
JOHN ADAMS
JAMES MADISON
JAMES MONROE
JOHN Q ADAMS
ANDREW JACKSON
MARTIN VAN BUREN

TALLY 4 | 2 | 1

8/9/10 10:19 AM

RESOLUTION #31-356

WASHINGTON YES
ADAMS NO
JEFFERSON NO
MADISON NO
MONROE NO
ADAMS, Q ABS
JOHNSON NO
TAYLOR NO

VOTING

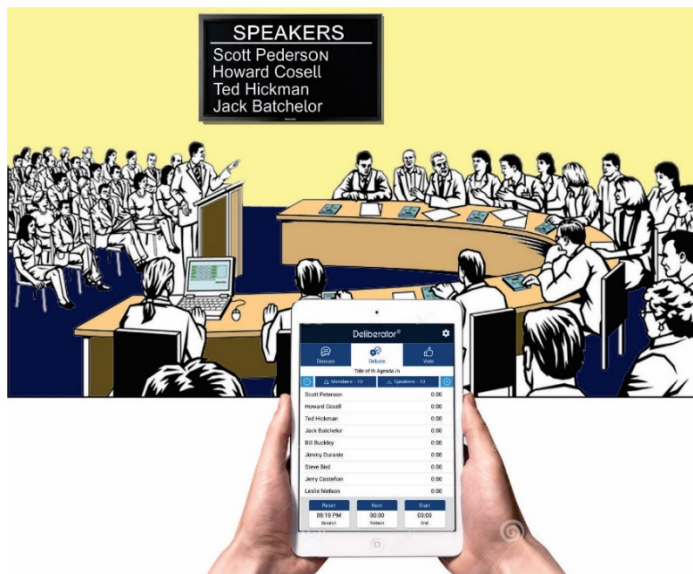
WASHINGTON VOTED
ADAMS VOTED
JEFFERSON VOTED
MADISON NOT VOTED
MONROE VOTED
ADAMS, Q VOTED
JACKSON VOTED
VAN BUREN VOTED

YES: 4 NO: 1 ABS: 1

TIME REMAINING
15:32

XII Remote Control with iPad®

Deliberator Remote is designed for the convenience of mayors, city clerks or meeting chairmen. The interface presents only the essential controls and important data in a clear, easy-to-read layout that makes for quick touch panel interaction.



The main application acts as a server and the remote iPad app as a client. The address of the base computer is the IP address of the Windows computer. Usually this is the IP address that the router of the local area network assigns.

For a full description of Deliberator Remote for iPad, see the User Guide at <http://www.dsan.com/SpeakTimers/DOCS/RemoteGuide.pdf>

The iPad app is free and is available for download from the Apple App Store. The App uses an API that offers remote control of Deliberator. Some customers have used this API to control the software via popular touch panel systems such as those made by Crestron and AMX.



MUNICIPAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

March 27, 2018 - 7:01 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
- 1.** Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 27, 2018, and the canceled meeting of March 13, 2018, as submitted. (Secretary - S. Hancock)
 - 2.** Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2018. (City Manager - T. Lyon)
 - 3.** Discussion and consideration of approving credit card processing fee agreement for the hotel. (Finance - C. Barron)
 - 4.** Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lesson at the Reno Swim and Slide for the 2018 swim season in exchange for a commission fee paid to the Municipal Authority in the amount of \$5.00 per participant per class. (Parks and Recreation - F. Gilles)
- C. **NEW BUSINESS/PUBLIC DISCUSSION.** The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **ADJOURNMENT.**



CONSENT AGENDA



A notice for staff briefings of the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Staff Briefing Minutes

February 27, 2018 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:48 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for February 27, 2018.

Staff briefed the Trustees on the agenda items. The Trustees had no questions or comments.

Chairman Dukes adjourned the meeting at 6:49 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for the regular Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Minutes

February 27, 2018 – 7:01 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 8:23 PM with the following members present: Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Consent Agenda. Allen made a motion to approve the Consent Agenda, as submitted, seconded by Eads. Voting aye: Byrne, Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 13, 2018, as submitted.
2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2018.
3. Discussion and consideration of approval of Legal Services Agreement with Williams, Box, Forshee & Bullard, P.C., and authorizing the Mayor/Chairman to execute the Legal Services Agreement and other related documents and agreements.
4. Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Branch YMCA for the use of Marion Reed Baseball Complex and Civic Park. The Facility Lease Contract is a five (5) year agreement from March 1, 2018 through February 28, 2023.

New Business/Public Discussion. There was no new business or public discussion.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 8:23 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for staff briefings of the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Municipal Authority Staff Briefing Minutes

And the

Midwest City Municipal Authority Minutes

For March 13, 2018 – 6:00 PM

These two meetings were canceled.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: March 27, 2018

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2018.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2017-2018	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680	379,330				
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909	395,947				
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246	3,340,576				
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465	3,198,412				
Expenses												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188	392,180				
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576	366,587				
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425	3,372,605				
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997	3,225,584				
Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)	(12,850)				
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)	29,360				
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)	(32,029)				
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)	(27,172)				
Key Indicators												
Hotel Room Revenue	221,752	230,732	200,140	288,298	226,644	113,437	115,526	176,088				
Food and Banquet Revenue	92,293	208,368	176,594	273,393	152,717	159,911	119,416	189,070				

Fiscal Year 2016-2017	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: March 27, 2018

SUBJECT: Discussion and consideration of approving credit card processing fee agreement
for the hotel.

Agreement with Bank of America merchant services is attached. Aimbridge Hospitality Director of Treasury Operations is requesting approval of attached contract so the hotel can upgrade their payment management system. The City Attorney has reviewed the contract.

Christy Barron
Finance Director

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 5)



COMPLETE SECTIONS (1-9)

Merchant Services

Merchant #: CORPORATE: 372960342882

Loc. ____ of ____

BAMSBBNoTCK2005 (1) TELL US ABOUT YOUR BUSINESS BAMSNat2011NoTCKEdit(ia)

Client (Your Business LEGAL Name): Midwest City Municipal Authority Store #:

Same as Legal Name or Provide DBA/Outlet Name: Sheraton Midwest City First/Last Contact Name: Sha'wana Hervey

Legal Physical Address (No P.O. Box allowed): 5851 Legacy Circle Suite #: 400 City: Plano State: TX Zip Code: 75024

DBA Address (No P.O. Box or Mail Address allowed. Provide official designation of your location space by lessor if space is rented or leasing space.): 5750 Will Rogers Road Suite #: _____ City: Midwest City State: OK Zip Code: 73110

Your Business Phone: 405-455-1800 Same as Business Phone or Merchant's Customer Service Phone:

Your Fax Phone: 405-455-1880 Select One for Retrieval Requests: 07=Both (02) Dedicated 24 Hour Fax (03) No fax; mail (05) eIDs (09) Information Only

Your E-Mail Address: (Required for IP) shawana.hervey@aimhosp.com Your Customer Service E-Mail Address:

Website Address: (Required if you have any internet sales)

(2) MASTERCARD / VISA / DISCOVER / AMERICAN EXPRESS

Your Total Cash and Credit Sales: (For All Outlets) <u>\$ 2,140,000</u>	Estimated MasterCard/Visa Average Ticket/Sales Amount for this Outlet: <u>\$ 285.00</u>
Total Annual MasterCard/Visa Volume: (For All Outlets) <u>\$ 1,800,000</u>	Estimated Discover Average Ticket for this Outlet: <u>\$ 285.00</u>
Total Annual Discover Volume: (For All Outlets) <u>\$ 45,000</u>	Estimated American Express Average Ticket for this Outlet: <u>\$ 300.00</u>
Total Annual American Express Volume: (For All Outlets) <u>\$ 150,000</u>	Annual MasterCard/Visa Volume for this Outlet: (For Multiple Outlets Only) <u>\$ 1,500,000</u>
	Est. Discover Annual Sales Volume for this Outlet: (For Multiple Outlets Only) <u>\$ 30,000</u>
	Est. American Express Annual Sales Volume for this Outlet: (For Multiple Outlets Only) <u>\$ 100,000</u>
	Highest Ticket Amount: <u>\$ 500.00</u>

(3) ENTITLEMENTS

MasterCard Visa Discover (Including Diners Club International®, JCB, UnionPay and BCCard) or

Discover Pass Through 6 0 1 1 (Complete only if Client has a Discover Direct Strategic Relationship)

American Express® (includes credit and prepaid cards) American Express OptBlue® 1 American Express Direct: _____

Franchise Name: _____ IATA/ARC Code: _____ (for MCC 4722 only)

Check one for American Express Direct: Split Dial Single Settle EDC PIP Reverse PIP EBT (SNAP) FNS # (XREF): _____

Voyager Fleet Annual Voyager Volume: \$ _____ Participation in Voyager Tax Exempt Program: Yes No (if yes, additional request form required)

WEX Full Acquiring Annual WEX Volume: \$ _____ WEX (Non-Full Svc) MasterCard Fleet

PIN Debit Card Acceptance 8 4 0 8 9 8 7 0 Gift Card (A separate set-up form is required.)

¹ The American Express OptBlue program, and our pricing for it set forth on page 3 of this document are available to you if you are, and as long as you remain, qualified to participate in this program as described in Section 9 of this document, fees for American Express processing, on pages 2 and 4 of this document, apply to all American Express programs.

(4) PROVIDE MORE BUSINESS DATA

State Incorp. O K Month/Year Started: 06/1984 Sole Ownership Partnership Public Corp. Private Corp. L.L.C. Franchisee Owned

Check one: TIN Type: EIN (Fed Tax ID #) SSN D&B #: _____ No. of Employees: _____

IMPORTANT IRS INFORMATION

Non-Profit Non-Profit/Tax Exempt as described in 26 USC Section 501(c)(3) OR a Tribal (Native American) government or Tribal government-owned. Gov't. Entity If tax exempt, provide copy of IRS Determination Letter; if Tribal government, provide evidence of tribal recognition, and proof of tribal ownership if separate entity.

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part III, Section A.3 of your Program Guide for further information.)

Name (as it appears on your income tax return) ² <u>Midwest City Municipal Authority</u>	<input checked="" type="checkbox"/> Federal Tax ID#: (as it appears on your income tax return) ² <u>87-0694210</u>	<input type="checkbox"/> I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)
--	--	--

² If Client is a disregarded entity under IRS regulations and has provided its owner's taxpayer filing name and Federal Tax ID above, then please attach an IRS Form W-9.

EMV/Mag Swipe 90 % + Keyed Manually 10 % = 100 % Please provide a brief description of the product/services you sell: Lodging

POS Card Present (EMV/MAG Swipe and/or Manual Imprint) 100 % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100 %

Do you use any third party to store, process or transmit cardholder data? Yes No (e.g., providers of merchant gateway, electronic data capture, or Loyalty program services).

If yes, give name/address: _____

Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: _____

(5) PROVIDE YOUR OWNER INFORMATION

Owner/Partner/Officer Name:	D.O.B.:	Social Security #:	Home Phone:	% of Ownership:
Home Address:	City:	State:	Zip:	Country:
Owner/Partner/Officer Name:	D.O.B.:	Social Security #:	Home Phone:	% of Ownership:
Home Address:	City:	State:	Zip:	Country: <u>156</u>

Client Initials _____

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 5)

DBA Name: **Sheraton Midwest City**

Loc. ____ of ____

BAMSBBNoTCK2005

(6) DESCRIBE EQUIPMENT DETAILS

BAMSNa2011NoTCKEdit(ia)

Network: (206) CARDnet* () Nashville () Buypass Other: _____ Specify Security Code: ()

Rental • Purchase Cust.-Owned • Lease ¹ Installment Purchase (circle one)	QTY	IP	Equipment Type (i.e., Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petro	PMS / GATEWAY Model Code and Name	Unit Purchase Price (w/o Tax)	Monthly Payment Due (w/o Tax)	For Customer-Owned Equipment Track/Version/Serial #
R P <input checked="" type="checkbox"/> L ¹ I	1	<input checked="" type="checkbox"/>	VAR	R Re MOTO/I <input checked="" type="checkbox"/> S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	
R P C L ¹ I		<input type="checkbox"/>		R Re MOTO/I L S C QSR P		\$	\$	

The Installment Purchase option allows you to make 3 equal monthly payments. As described in Section 34 of the Program Guide, you may be billed, and agree to pay, additional amounts we charge in connection with alterations to Equipment, including reprogramming of Equipment.

¹A separate approval by, and non-cancelable lease agreement with, First Data Merchant Services LLC (through its business unit, First Data Global Leasing) are required; that lease agreement contains the terms and conditions for leased equipment.

NOTE: Any Special Instructions must be included on About Merchant's Business document.

Installation/ Training: MAG/MIG to Train Sales Rep. to Train (Receive training via phone, 1-800-430-7162, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST) No Merchant Training Installer / In-House (Check training via phone, 1-800-366-1054, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 2:00 pm EST)

First/Last Contact Name: _____ Contact Phone #: _____ Best Time To Call: _____ am pm

Imprinter Purchase: Yes No If Yes \$ **50.00** x Qty: _____ = \$ _____ (w/o Tax) Wireless Provider: GPRS AT&T or CDMA Sprint

Check one: Gateway Solutions Dial Solutions Global Gateway Payeezy Gateway VSAT² Frame Other: _____

VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

NOTE: ²Requires separate agreement between Client and its VSAT provider prior to implementation of this telecommunications protocol.

(7) ACQUIRING FEE SCHEDULE

(Please refer to Part III, Section A.3 of the Program Guide for important information about certain fees. Regardless of how we describe fees to you, all fees, including any that reference a Card Organization or Debit Network name in their description, are billed by and owed to Bank of America Merchant Services.)

Start-Up Fees (One-Time Charge)	Billed Monthly Fees (If Applicable)	Internet
Account Set-up Fee (339) \$ _____	Monthly Service Charge (335) \$ _____ <i>(will also be billed inactive months for seasonal merchants)</i>	Start-Up Fees
Reprogramming Fee (31A) \$ _____	Minimum Processing Fee (953) \$ _____	Global Gateway Set-up Fee (31X) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Debit Set-up Fee (31B) \$ _____	Monthly Service Charge ⁴ (Deferred Billing only) (329) \$ _____	Payeezy Gateway Set-up Fee (40B) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Clover Go Set-up Fee (per MID) (62S) \$ _____	Minimum Processing Fee ⁴ (Deferred Billing only) (90B) \$ _____	Cybersource SBB/SBC Set-up Fee (440) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Load Fee (Clover) (2ML) \$ _____	Monthly Wireless Fee ⁴ (per TID) (60J) \$ _____	Internet Set-up Fee (30R) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Wireless Fee (terminal download) (31E) \$ _____	ClientLine ⁴ (OnLine Reporting) ⁴ (32R) \$ N/C	Billed Monthly Fees
Miscellaneous Fee (31J) \$ _____	Paper Statement Fee ⁴ (323) \$ _____	Global Gateway ⁴ (31Z) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Equip. Purchase (ACH) ³ \$ _____	Premium Equip Service Program ⁴ <input type="checkbox"/> Yes <input type="checkbox"/> No (per TID) (32U) \$ _____	Payeezy Gateway ⁴ (40A) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Other: () \$ _____	Online PCI Validation Access Fee ⁵ (33Q) \$ _____	Cybersource SBB/SBC Monthly Fee ⁴ (44I) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
Total Amount \$ _____ w/o tax	Monthly PCI Support Package ^{4,6} (49A) \$ _____	Internet Service Fee ⁴ (394) FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL \$ _____
	Clover Go Monthly Fee ⁴ (per MID) (32Y) \$ _____	Trans/Other Fees
	Clover Services Fee ⁴ (2ST) \$ _____	Internet, Global Gateway, MasterCard, Visa, Discover, American Express, Check (03R, 04R, 06I, 07I, L19) \$ _____
	Insights Solution (may appear on your monthly statement or in other communications as "Clover Insights") (49M) \$ _____	Payeezy Gateway (0FC) \$ _____
	Perka (2D6) \$ _____	Cybersource SBB/SBC (03R, 04R, 06I, 07I) \$ _____
	Other: () \$ _____	
	Other: () \$ _____	
	Other: () \$ _____	
	Other: () \$ _____	
		Deferred Billing Option
		Month: _____ Year: _____ <i>("Deferred Billing Month" - See footnote 4 for more information)</i>
		Maintenance Fees
		<input type="checkbox"/> Annual Maintenance Fee ⁶ (49D) \$ _____ <i>(billed in November) or</i>
		<input type="checkbox"/> Quarterly Maintenance Fee ⁶ (49B) \$ _____
	Fraud FlexDetect	
	Global Gateway Offering:	
	Set-up Fee (L32) \$ _____	
	Monthly Fee ⁴ (35A) \$ _____	
	Transaction Fee (L35) \$ _____	

⁴ If a Deferred Billing Month is indicated in the Deferred Billing Option box, these fees will initially be charged in that Deferred Billing Month; if no Deferred Billing Month is indicated, then these fees will be charged on the date indicated on your first statement from us.

⁵ To be eligible for these services you must be a Level 4 Merchant, as defined in the Glossary in Part I of the Program Guide. At any time when you cease being or are not a Level 4 Merchant, we may stop providing you these services. You must complete your PCI compliance certification at least once every 12 months. If more than 12 months have passed since you received your most recent PCI compliance certification, or if you do not receive your PCI compliance certification within 12 months of the date you begin processing with us, we anytime thereafter may charge you and anytime thereafter you may be billed a monthly "NON-RECEIPT OF PCI VALIDATION" fee of \$20.00, until you complete your PCI compliance certification.

⁶ To be eligible for these services you must be a Level 4 Merchant, as defined in the Glossary in Part I of the Program Guide. We must receive validation of your PCI compliance by the August 1 following the first 12 months of processing with us, and annually each August 1st thereafter. At any time when you cease being or are not a Level 4 Merchant, we may stop providing you these services. Your annual PCI compliance validation must be provided through your use of the PCI Compliance Support Package, as described in Part I, Section 33 of the Program Guide, which is available for each of the Annual Maintenance Fee, Quarterly Maintenance Fee, and Monthly PCI Support Package fee options (each of which is charged per Merchant Number). For any year in which validation is not timely received, you will be charged a \$40 supplemental fee ("Supplemental Fee").

⁷ One-time fee applicable to each unit of your equipment that is (1) enabled for TransArmor Encryption, as part of the TransArmor Data Protection service or TransArmor Solution, (2) connected to a merchant point of sale network and (3) either a non-Verifone device, using the TransArmor Verifone Edition encryption method, or a Verifone device.

Client Initials _____

MERCHANT PROCESSING APPLICATION AND AGREEMENT

DBA Name: **Sheraton Midwest City** Pricing Type: **0 0 5** Global Fee Table # _____ Loc. _____ of _____

Visa/MasterCard/Discover Schedule Version: _____

American Express OptBlue Schedule Version: _____

BAMSBBN0TCK2005 (7) ACQUIRING FEE SCHEDULE (cont'd) BAMSNat2011NoTCKEdit(1a)

(Regardless of how we describe fees to you, all fees, including any that reference a card organization or debit network name in their description, are billed by and owed to Bank of America Merchant Services.)

Discount Fees

Accept all MasterCard, Visa, Discover and American Express OptBlue Transactions
(presumed, unless any selections below are checked)

<p>MasterCard Acceptance</p> <p><input type="checkbox"/> Accept MC Credit transactions only</p> <p><input type="checkbox"/> Accept MC Non-PIN Debit trans. only</p>	<p>Visa Acceptance</p> <p><input type="checkbox"/> Accept Visa Credit transactions only</p> <p><input type="checkbox"/> Accept Visa Non-PIN Debit trans. only</p>	<p>Discover Network Acceptance</p> <p><input type="checkbox"/> Accept Discover Network Credit transactions only</p> <p><input type="checkbox"/> Accept Discover Network Non-PIN Debit trans. only</p>
--	--	--

See Part I, Section 1.10 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Part I, Section 19.1 of the Program Guide).

MasterCard/Visa/Discover/American Express OptBlue Interchange Plus

You will be charged the applicable interchange rate from MasterCard, Visa, or Discover, plus a MasterCard Assessment Fee of 0.12%, plus 0.02%, a Visa Assessment Fee of 0.13%, or a Discover Assessment Fee of 0.13%. Additionally, you will be charged the applicable Program Pricing for American Express OptBlue, plus an American Express Network Fee of 0.15%. These fees are in addition to any other fees indicated on this Acquiring Fee Schedule.

Discount Fee Description	Key	MasterCard/Visa/Discover/American Express OptBlue Discount Rate	MasterCard/Visa/Discover/American Express OptBlue 2-Tier	MasterCard/Visa/Discover/American Express OptBlue 3-Tier	Selections
MasterCard/Visa Interchange Plus	(Key 0-273, 0-237, 0-274, 0-27L) Auto BB = P Auto RB = N				<input type="checkbox"/> G 549,564 (key-0) <input checked="" type="checkbox"/> N 553,563 (key-0)
Discover Interchange Plus	(Key 0-234)				<input type="checkbox"/> G 527 (key-0) <input type="checkbox"/> N 528 (key-0)
American Express OptBlue IC Plus	(Key 0-286)				<input type="checkbox"/> 57B (key-0)

QUALIFIED VOLUME DISCOUNT RATES

Discount Rate Description	Key	Rate	2-Tier	3-Tier
MasterCard Credit Discount Rate	(440)	%	%	%
Visa Credit Discount Rate	(444)	%	%	%
Discover Credit Discount Rate	(984)	%	%	%
American Express OptBlue Discount Rate	(84A)	%	%	%
MasterCard Non-PIN Debit Discount Rate	(690)	%	%	%
Visa Non-PIN Debit Discount Rate	(694)	%	%	%
Discover Non-PIN Debit Discount Rate	(948)	%	%	%
Regulated MasterCard/Visa/Discover Non-PIN Debit Sales Discount Rate ¹	(27D)	%	%	%
Regulated MasterCard/Visa/Discover Non-PIN Debit Sales Transaction Fee ¹	(28C, 28D)	\$	\$	\$
Regulated MasterCard/Visa/Discover Non-PIN Debit Sales Auth and Return Transaction Fee ¹	(0CD, 28D)	\$	\$	\$
Discount Rate for MasterCard World/Visa Reward Sales	(660, 664)	%	%	%
Discount Rate for Discover Premium Sales	(7AA)	%	%	%

ADDITIONAL DISCOUNT RATES FOR MID-QUALIFIED VOLUME² (Does not apply to MasterCard/Visa/Discover/American Express OptBlue 2 Tier)

Discount Rate Description	Key	Rate	2-Tier	3-Tier
Addl Discount Rate for Mid-Qualified MasterCard/Visa Credit ²	(810, 814)	%	%	%
Addl Discount Rate for Mid-Qualified Discover Credit ²	(990)	%	%	%
Addl Discount Rate for Mid-Qualified American Express OptBlue ²	(81C)	%	%	%
Addl Discount Rate for Mid-Qualified MasterCard/Visa Non-PIN Debit ²	(870, 874)	%	%	%
Addl Discount Rate for Mid-Qualified Discover Non-PIN Debit ²	(968)	%	%	%
Discount Rate for Mid-Qualified MasterCard World/Visa Reward Sales	(670, 674)	%	%	%
Discount Rate for Mid-Qualified Discover Premium Sales	(7AE)	%	%	%

ADDITIONAL DISCOUNT RATES FOR NON-QUALIFIED VOLUME²

Discount Rate Description	Key	Rate	2-Tier	3-Tier
Addl Discount Rate for Non-Qualified MasterCard/Visa Credit ² Auto BB = P Auto RB = N	(820, 824)	%	%	%
Addl Discount Rate for Non-Qualified Discover Credit ²	(994)	%	%	%
Addl Discount Rate for Non-Qualified American Express OptBlue ²	(82A)	%	%	%
Addl Discount Rate for Non-Qualified MasterCard/Visa Non-PIN Debit ²	(860, 864)	%	%	%
Addl Discount Rate for Non-Qualified Discover Non-PIN Debit ²	(978)	%	%	%
Discount Rate for Non-Qualified MasterCard World/Visa Reward Sales	(680, 684)	%	%	%
Discount Rate for Non-Qualified Discover Premium Sales	(7AI)	%	%	%

MasterCard Auth & Return Transaction Fee (Do not use with Payeezy authorization fee)	(10A, 002)	\$	\$	\$	\$
Visa Auth & Return Transaction Fee (Do not use with Payeezy authorization fee)	(10D, 006)	\$	\$	\$	\$
MasterCard Settlement (or per item) Fee	(001, 002)	\$	\$	\$	\$ 0.08
Visa Settlement (or per item) Fee	(005, 006)	\$	\$	\$	\$ 0.08
American Express OptBlue Auth & Return Transaction Fee (Do not use with Payeezy authorization fee)	(10P, 014)	\$	\$	\$	\$
American Express OptBlue Settlement (or per item) Fee	(013, 014)	\$	\$	\$	\$
Discover Auth & Return Transaction Fee (Do not use with Payeezy authorization fee)	(10J, 016)	\$	\$	\$	\$
Discover Settlement (or per item) Fee	(015, 016)	\$	\$	\$	\$
Non-Qual Surcharge Fee (Key 0-340, 341, 20B, 35J) Auto BB = A If value is 0%, Auto RB = N (Do not key FSC) If value is greater than 0%, Auto RB = M (Key FSC) (Excluding interchange pass-through fees, see Part I, Section 19.1 of the Program Guide) Applies to Non-qualified MasterCard, Visa, Discover, American Express OptBlue, Credit, and/or Non-PIN Debit transaction volume.	(30D)	%			

DEBIT RATES

Network Plus PIN Debit (key 0-590, 0-593, 0-597, 0-587, 0.0014-180) ⁴	(018, 42R)	\$	\$	\$	\$
--	------------	----	----	----	----

¹ Applies to Non-PIN / signature Debit transactions identified by issuers and Card Organizations as being subject to the June 29, 2011 Final Rule on Debit Card Interchange.
² These rates are in addition to the above applicable Qualified Volume Discount Rate(s).
³ MasterCard will assess an additional 0.02% for all consumer and commercial credit transactions of \$1,000 or greater.
⁴ You will be charged the applicable pass-through fees from the Debit Networks, plus any other fees indicated on this Acquiring Fee Schedule.

DISCOVER PASS THROUGH

Discover Auth Fee	(10J)	\$	\$	\$	\$ 0.02
Discover Settlement (or per item) Fee	(015, 016)	\$	\$	\$	\$ 158

Client Initials _____

DBA Name: Sheraton Midwest City

Loc. of

BAMSBBN0TCK2005

(7) ACQUIRING FEE SCHEDULE (cont'd)

BAMSNal2011NoTCKEdit(ia)

(Regardless of how we describe fees to you, all fees, including any that reference a Card Organization or Debit Network name in their description, are billed by and owed to Bank of America Merchant Services.)

Other Fees

Card Organization Fees

MasterCard Cross Border Fee USD (605) <u>0.60%</u>	MasterCard NW Access Settle Fee (60M) <u>\$0.0195</u>
MasterCard Cross Border Fee Non-USD (606) <u>1.00%</u>	Visa APF Credit (04H) <u>\$0.0195</u>
MasterCard AVS Card Not Present (10Z) <u>\$ 0.01</u>	Visa APF DB/PP (04J) <u>\$0.0155</u>
MasterCard Acquirer AVS Billing (0FB) <u>\$ 0.01</u>	Visa BASE II Credit Voucher Fee Credit (47P) <u>\$0.0195</u>
MasterCard Processing Integrity Fee (04F) <u>\$ 0.06</u>	Visa BASE II Credit Voucher Fee DB/PP (47O) <u>\$0.0155</u>
MasterCard Processing Integrity Fee - Pre-Auth (03H) <u>\$ 0.045</u>	Visa BASE II System File Fee (47N) <u>\$0.0018</u>
MasterCard Processing Integrity Fee - Undefined Auth (03I) <u>\$ 0.045</u>	MasterCard Kilobyte Fee (Key 0-278) <u>\$0.0035</u>
MasterCard Processing Integrity Fee - Final Auth (03J) <u>0.25%</u>	Visa International Svc Fee Base (22A) <u>0.80%</u>
MasterCard Processing Integrity Fee - Final Auth Minimum (03K) <u>\$ 0.04</u>	Visa International Svc Fee Enhanced (22Z) <u>1.20%</u>
MasterCard Processing Integrity Fee - Detail Report (03L) <u>\$ 0.015</u>	Visa Zero Amt + AVS Fee (10X) <u>\$ 0.025</u>
MasterCard License Volume Fee ¹ (818) <u>0.0071%</u>	Visa Zero Amount Fee (10Y) <u>\$ 0.025</u>
MasterCard Merchant Location Fee (Key 0-24I) <u>\$ 1.25</u>	Visa Misuse of Auth Fee (04G) <u>\$ 0.09</u>
MasterCard US Acct Status Inq Service Interregional (11G) <u>\$ 0.03</u>	Visa Zero Floor Limit (04I) <u>\$ 0.20</u>
MasterCard US Acct Status Inq Service Intraregional (11H) <u>\$ 0.025</u>	Visa Partial Auth NP Trans Fee (12D) <u>\$ 0.01</u>
MasterCard CVC 2 Fee (11M) <u>\$0.0025</u>	Visa US Debit Integrity Trans Fee (23B) <u>\$ 0.10</u>
MasterCard Auth Suspect Fraud Reversal Rebate (03N) <u>\$ 0.015</u>	Visa Staged Digital Wallet Fee (24H) <u>\$ 0.10</u>
MasterCard Digital Enablement Fee (24E) <u>0.01%</u>	Visa Fixed Acquirer Network Fee (Key 0-NF1, Key 0-NF2) <u>See FANF Table on Rate Schedule</u>
MasterCard Global Travel Transaction Program Business-to-Business Fee (22W) <u>1.57%</u>	Visa Int'l Acquirer Fee (for MCC codes 5962, 5966, 5967 only) (22F) <u>0.45%</u>
MasterCard SecureCode™ Fee (03E) <u>\$ 0.03</u>	Discover Data Usage Fee (22E) <u>\$0.0195</u>
MasterCard NW Access Auth Fee (0B4) <u>\$0.0195</u>	Discover Network Auth Fee (0BC) <u>\$0.0025</u>
	Discover Int'l Service Fee (22H) <u>0.80%</u>

Processing Fees

Chargeback Fee (205,725,20L) <u>\$</u>
MasterCard/Visa/Discover/American Express Voice Auth (10B, 10E, 10K, 10Q, 039, 03A, 049, 04A, 069, 06A) <u>\$</u>
Discover Voice/AVS (079, 07A) <u>\$</u>
AVS (405, 406, 407, 408, 435) <u>\$</u>
MasterCard/Visa/American Express ECR/Autobats AVS (03B, 03C, 04B, 04C, 06B, 06C) <u>\$</u>
Discover ECR/Autobats AVS (07B, 07C) <u>\$</u>
American Express Direct Auth Fee (10P) <u>\$ 0.02</u>
American Express Direct Transaction Fee (013) <u>\$</u>
ACH Reject Fee (401) <u>\$ 25.00</u>
Batch Settlement Fee (227) <u>\$</u>
EBT (18E, 18I, 02X, 18H) <u>\$</u>
MasterCard Global ePricing Svc (897) <u> </u> %
Visa Global ePricing Svc (898) <u> </u> %
Monthly Funding Advantage ² (158) <u> </u> %
Amex Sales Discount ² (164) <u> </u> %
Discover Sales Discount ² (170) <u> </u> %
Other: () <u>\$</u>

Additional Fees (If Applicable)

Other: () <u>\$</u>
Other: () <u>\$</u>
Other: () <u> </u> %
Other: () <u> </u> %

Card Reader Statement Credit

Card Reader Statement Credit (96U) \$ _____;
 To be eligible for the Card Reader Statement Credit set forth above ("Statement Credit") you must: (1) apply for and be approved for a new Bank of America Merchant Services Clover Go business account; (2) purchase from us in this Merchant Processing Application and Agreement a Clover Go reader or a Clover Go bluetooth reader; (3) submit to us at least \$1500.00 in transactions for processing on your Clover Go business account within three (3) months of the date that such account is approved by us; and (4) satisfy all other requirements (collectively, the "Eligibility Requirements"). If you satisfy all of the Eligibility Requirements, the Statement Credit will be credited toward your merchant account no later than the sixth month after you begin processing Card transactions with us. The Statement Credit will be applied towards any amounts you owe us. To the extent the Statement Credit exceeds the amounts you owe us, the Statement Credit will be credited to your Settlement Account. Neither the Clover Go charging stand nor any other equipment or supplies are eligible for this offer. Please note the following additional terms and conditions that apply to this offer and to the Statement Credit: (a) there is a limit of one Statement Credit per Location; (b) your Clover Go business account must be in good standing and you must be actively processing with us on the date the Statement Credit is due to be applied to your account in order to receive the Statement Credit; (c) any applicable taxes are the responsibility of the account holder; (d) the Statement Credit may not be combined with any other offer; and (e) this offer is subject to change without notice.

Early Termination

Note: See Part III "Additional Important Information Page for Card Processing" in Section A.3 Additional and Early Termination Fees; Information Regarding Fees, Equipment and IRS Reporting of the Program Guide and the terms below for complete information.

If you are not a Group Member or if the Group Owner Agreement is not in effect, the two paragraphs under the heading "Liquidated Damages", contained in Part III, Section A.3 of the Program Guide, remain in full force and effect. If you are a Group Member and the Group Owner Agreement is in effect, the two paragraphs under the heading "Liquidated Damages", contained in Part III, Section A.3 of the Program Guide, are hereby deleted in their entirety.

WEX Full Acquiring Fees

WEX Auth Fee (0D4) <u>\$</u>	WEX Chargeback Reversal Disc't (843) <u> </u> %
WEX Sales Discount (840) <u> </u> %	WEX Chargeback Fee (29H) <u>\$</u>
WEX Refund Discount (841) <u> </u> %	WEX Retrieval Fee (29I) <u>\$</u>
WEX Chargeback Discount (842) <u> </u> %	

Byypass Fees

Datawire Micronode <input type="checkbox"/> Yes <input type="checkbox"/> No Datawire Micronode Monthly Fee (354) <u>\$</u> (each)
Authorization Fees
Voyager (10W) <u>\$</u> WEX (Non-Full Svc) (0D4) <u>\$</u>
Other Payment Fees
Voyager: Sales Disc't Rate (766) <u> </u> % Credit Disc't Rate (767) <u> </u> %

Fleet Fees

Fleet One Auth Fee (0B2) <u>\$</u>
FleetCor® Auth Fee (0B3) <u>\$</u>

¹ This fee is based on a good faith effort to recover and allocate among our customers MasterCard's annual fees for licensing and third party processing and calculated by multiplying your settled MasterCard dollar volume by the above percentage rate (which rate may be adjusted to reflect changes in those MasterCard fees and/or our allocation).

² Applicable only to monthly billing and will be assessed on monthly Gross sales volume, not the number of transactions.

DBA Name: Sheraton Midwest City

Loc. ___ of ___

BAMSB2005NoTCK

(8) AGREEMENT APPROVAL

BAMSNat2011NoTCKedit(1a)

Capitalized terms used in this Merchant Processing Application and Agreement ("MPA" or "Merchant Processing Application") but not defined in this MPA have the meanings set forth in the applicable agreement within the Program Guide.

APPLICABLE TO MERCHANTS UNDER AMERICAN EXPRESS OPTBLUE PROGRAM: To be qualified under this program, you must meet these criteria: (a) your Total Annual American Express volume (listed in Section 2 above) is less than \$1,000,000 and (b) your business is not a type prohibited, and is not a franchisee of any franchise excluded, by American Express. In addition, you must continue to qualify for this program, and to do so, your total American Express Card transaction volume cannot exceed certain thresholds, all as further described in Part I, Sections 46.2 and 46.5.4 of the Program Guide. Please also refer to Part I, Sections 46.5.2 - 46.5.3 of the Program Guide to learn about American Express' use of your information and how you may opt out of certain uses.

APPLICABLE TO ALL MERCHANTS: By signing below, each of the undersigned represents that they have read and are authorized to sign this Merchant Processing Application and submit it along with the About Merchant's Business document ("AMB"), which is attached hereto and made a part of this Merchant Processing Application by reference thereto (references to this Merchant Processing Application include the AMB), for the above named Client ("Client") and that all information provided in this Merchant Processing Application is true, complete, and accurate. Client acknowledges having received and read a copy of (i) the Non-Qualified Rate Schedule (specific to Client's industry), Interchange Rate Schedule (and American Express OptBlue Program Rate Schedule, if applicable) or Qualification Tier Rate Schedule, as applicable to Client's Pricing Method, (ii) the Debit Network Fees Schedule, (iii) the Program Guide, consisting of Parts I-IV (which includes terms and conditions for each of the services, Operating Procedures, Electronic Funding Authorization, Additional Important Information for Card Processing, Electronic Disclosure Consent, and a Confirmation Page), and (iv) the Merchant Processing Application, consisting of Sections 1-9, (together, the Merchant Processing Application, its attachments and schedules and Parts I and III of the Program Guide are referred to in Sections 8 and 9 of this MPA as the "Merchant Agreement"), as modified from time to time in accordance with the applicable provisions of the Program Guide, and agrees to be bound by all provisions as printed therein.

Please note - we reserve the right to terminate the Merchant Agreement immediately and without providing you notice if you have not sent us any transactions for processing, or your merchant account otherwise has been inactive, for thirteen consecutive calendar months.

By signing below, each of the undersigned, for themselves and for and on behalf of Client, authorizes Banc of America Merchant Services, LLC ("Processor") and Bank of America, N.A. ("Bank") (together, Processor and Bank are "Servicers" and also referred to as "our," "us" and "we" in this Section 8) to (a) request and obtain from consumer reporting agencies, individual and business credit reports (collectively, "Credit Reports"), in connection with the approval of this Merchant Processing Application and any maintenance, updating, renewal or extension of the Merchant Agreement (if this Merchant Processing Application is approved), and (b) exchange Credit Reports, account and transaction information regarding the undersigned's and/or Client's accounts with Bank or Bank's affiliates and any other information about each of the undersigned personally and/or Client with First Data Merchant Services LLC and any other service providers, to the extent such parties provide services that Client has selected on this Merchant Processing Application (or as hereafter elected by Client). Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all individual and business credit financial information to us. Each of the undersigned further authorizes us to disclose any information obtained from any source in connection with this Merchant Processing Application, including Credit Reports, to any governmental, administrative or regulatory entity, upon request, or to each other and our respective vendors and Affiliates, as necessary to provide the products and services elected under the Merchant Agreement, or to comply with applicable law or order, including, without limitation, the USA PATRIOT Act. It is our practice to obtain certain information in order to verify your identity while processing your Merchant Processing Application, as described in the USA PATRIOT Act.

Card Services Electronic Funding Authorization: Client hereby designates the bank account(s) identified below in the Card Banking Information subsection of this Section 8 as the Settlement Account (as defined in the Merchant Agreement) for purposes of the Merchant Agreement, including, but not limited to, Section 19.7 (Part I of the Program Guide) and the Electronic Funding Authorization set forth in Part III, Section A.1 of the Program Guide, and by signing below, each of the undersigned, on behalf of Client, hereby authorizes Servicers to debit and credit such bank account(s) via ACH transactions for all amounts due and owing under the Merchant Agreement and as further described in and subject to the Merchant Agreement.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

X Signature _____

Print Name _____ Date _____

Title: Pres. V.P. Member L.L.C. Owner Partner Other: _____

X Signature _____

Print Name _____ Date _____

Title: Pres. V.P. Member L.L.C. Owner Partner Other: _____

PROCESSOR: Banc of America Merchant Services, LLC
BANK: Bank of America, N.A.
By: Banc of America Merchant Services, LLC, for itself and for and on behalf of Bank of America, N.A., pursuant to a limited power of attorney

X Signature _____

CARD BANKING INFORMATION

ACCOUNT ONE (MANDATORY)

First/Last Contact Name: Carla Chown

Phone #: 405-272-2096

Bank Name: Bank of Oklahoma

Account Name: Midwest City Municipal Authority

ABA#: 103900036

Account #: 806690895

ACCOUNT TWO (OPTIONAL)

First/Last Contact Name: _____

Phone #: _____

Bank Name: _____

Account Name: _____

ABA#: _____

Account #: _____

For each Settlement Account listed above, please attach a voided check for the Settlement Account or a letter from the financial institution where it is maintained (if other than Bank) on that financial institution's letterhead and signed by one of its officers that includes its typed ABA number and the typed Settlement Account Number.

If you list two accounts, we will endeavor to use Account One for credits (i.e., amounts paid to you) and Account Two for debits (i.e., amounts paid to us). However, pursuant to the terms of the Merchant Agreement, Account One and Account Two is the Settlement Account and we may exercise, with respect to both Account One and Account Two, all rights related to the Settlement Account arising under the Merchant Agreement, including by way of example and without limitation debiting and crediting both Account One and Account Two for all amounts arising in connection with the Merchant Agreement.

(9) PERSONAL GUARANTY

In exchange for acceptance by Banc of America Merchant Services LLC and Bank of America, N.A (collectively, the "Guaranteed Parties") as applicable, the Merchant Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of the Client's obligations under the foregoing Agreements, and payment of all sums due thereunder, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under any of the foregoing Agreements. I understand that this is a Guaranty of payment, and not of collection, and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into, as applicable, the foregoing Agreements.

Signature (Please sign below):

Signature (Please sign below):

X _____, an individual

X _____, an individual



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1060 /Fax: 405-739-1090

Memorandum

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: Vaughn K. Sullivan, Public Works Director

Date: March 27, 2018

Subject: Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lesson at the Reno Swim and Slide for the 2018 swim season in exchange for a commission fee paid to the Municipal Authority in the amount of \$5.00 per participant per class.

This contract with Midwest City YMCA provides for full service swim lesson instruction at Reno Swim and Slide during the summer season of 2018. This will be sixth year Midwest City YMCA has provided swim lessons for Midwest City patrons at Reno Swim and Slide. Last year the YMCA paid \$505.00 to the City with a total of 101 participants. Participants gave city staff positive feedback about the instruction provided by the YMCA staff.

In addition, city staff has developed a very positive working relationship with Midwest City YMCA and recommends approval of this agreement.

Vaughn K. Sullivan
Public Works Director

Attachment: Agreement with attachments

Contract

CONTRACT BETWEEN THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND THE YMCA OF GREATER OKLAHOMA CITY THROUGH ITS MIDWEST CITY BRANCH (YMCA) TO CONDUCT SWIM LESSONS AND WATER SAFETY CLASSES AT RENO SWIM AND SLIDE MUNICIPAL SWIMMING POOL FOR THE 2018 SEASON.

1. The YMCA will hire certified lifeguards and swim instructors to properly manage the Reno Swim and Slide swim lessons for the summer of 2018. All lifeguards and swim instructors will be YMCA certified or equivalent.
2. Inclusive dates shall be from June 4th, 2018 through August 3rd, 2018. Pool will be operational prior to this date to ensure adequate training times.
3. The YMCA will be granted exclusive morning use of the pool from 8:45am-11:00am for swim lessons and water safety Monday through Friday. The pool opens at 11am for the general public at which time the Municipal Authority will assume responsibility for the pool.
4. The Municipal Authority will be responsible for:
 - a. Pool supplies, chemicals, and pool equipment needed to operate the pool during the summer for public use.
 - b. Pool repairs.
 - c. Ensuring all bathrooms are up to Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public Bathing Place Regulations."
5. The YMCA will be responsible for:
 - a. Testing of chemicals prior to start of lessons to ensure they are within Oklahoma Bather Guidelines.
 - b. Advising the Municipal Authority in a timely manner if at any time the pool water does not meet Health Department standards or weather conditions require that the pool be (or is being) cleared.
 - c. Purchasing the necessary equipment for lifeguards and swim instructors.
6. The YMCA has insurance coverage under its policy for liability coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2018 season.
7. All revenues generated for swim lessons, private lessons, and other revenue producing programs will be credited to the YMCA to cover operational expenses including but not limited to staff wages, staff training, and supplies.
 - a. Registration for swim lessons and payments will take place at the Midwest City YMCA, located at 2817 N. Woodcrest Dr., Midwest City, OK 73110. Online registration is available for YMCA members.

- b. YMCA will pay the Municipal Authority a fee of \$5.00 per person/per session for each person who is enrolled in swim lessons at the Reno Swim and Slide during the 2018 season as payment for rental of the pool. This onetime payment will be paid no later than August 31, 2018.
- 8. Should it be necessary for either the YMCA or the Municipal Authority to terminate this agreement, a minimum of two weeks' notice shall be given in writing by either party.
- 9. The Municipal Authority will provide a secure place to store swim lesson and lifeguard equipment. This equipment shall only be used by YMCA staff.
- 10. Final contract approval between the Municipal Authority and the YMCA shall be subject to approval by the Municipal Authority and the YMCA of Greater Oklahoma City.

In witness thereof, the parties hereto have caused this agreement to be executed this _____ day of _____, 2018.

MIDWEST CITY MUNICIPAL AUTHORITY

YMCA of Greater Oklahoma City

Matthew D. Dukes II, Chairman

Amanda Storck, Vice President of
Finance and Human Resources

APPROVED AS TO FORM AND LEGALITY THIS ___ DAY OF _____, 2018.

Phillip W. Anderson, City Attorney

ATTESTED:

Sara Hancock, Secretary

NOTARY:

Signature

My commission expires:_____



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



The 7:00 PM meetings will be shown live on Channel 20.



The recorded video will be available on Youtube and the City's website within 48 hours at www.youtube@midwestcityok.org.



The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

March 27, 2018 - 7:02 PM

To make a special assistance request, call 739-1215 or email pmenefee@midwestcityok.org no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 13, 2018, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



DISCUSSION ITEMS



A notice for staff briefings of the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Staff Briefing Minutes

March 13, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:56 PM with the following members present: Trustees Susan Eads, Pat Byrne, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for March 13, 2018.

Staff briefed the Trustees on the agenda items. The Trustees had no questions or comments.

Chairman Dukes adjourned the meeting at 6:57 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for the regular Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Minutes

March 13, 2018 – 7:02 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 7:12 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Rick Dawkins and Jeff Moore.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 27, 2018, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
2. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Allen made a motion to accept the report, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.
3. **Discussion and consideration of taking action on 1) the following Midwest City Memorial Hospital Authority Trust Board of Grantors' grant application recommendations:**
 - a. **MWC Fire - Gas ID Analyzer for \$61,000, Gas Monitors for \$14,400, Triage Kits for \$12,808.44 and Child Passenger Safety Restraints for \$2,030.25;**
 - b. **MWC High School - B-1 Technology for \$90,444.60;**
 - c. **MWC Grant Dept. - Dana Brown Cooper Head Start for \$4,100;**
 - d. **MWC Public Works - Excavation Safety Response Unit for \$67,000 and Regional Trail Exercise Stations for \$15,000;**
 - e. **MWC Police - FARO Technologies for \$78,811;**
 - f. **MWC Com. Dev. - Ridgecrest Entrance Sign for \$2,200 and Drone for \$5,000;**
 - g. **Carl Albert High School - Water Bottle Filling Stations for \$1,040.21 and Band Booster Trailer for \$22,500;**
 - h. **Oklahoma Earthbike Fellowship - SCIP Maintenance for \$4,500;**
 - i. **Friends of the OK History Center, Inc. - Restore & Interpret Historic C-47 for \$10,000;**
 - j. **MWC Senior Center - Aquarium Project for \$2,520;**
 - k. **The Eden Clinic, Inc. - Increased Medical Services for \$30,000; and**
 - l. **Autumn House, Inc. - Wireless System for \$26,645.50;****and 2) authorizing distribution of the approved grant awards not to exceed \$450,000.00 for the 2017-18 fiscal year.** Reed made a motion to approve the recommended grant applications, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

* **Chairman Dukes requested that the addendum, discussion item five be heard before item four.**

5. **Discussion and consideration of supplemental budget adjustment to the Hospital Authority Fund for FY 2017-18, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$90,000.** Byrne made a motion to approve the supplement, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

4. **Discussion and consideration of approving an agreement with the Midwest City High School Museum, Inc. to provide up to \$90,000 in matching funds from the Fund balance of the Hospital Authority Discretionary Fund for the purpose of assisting in the construction of a Vietnam Memorial at Midwest City High School (MCHS).**

Board of Grantors, Shery Beard and Nancy Rice spoke with the Trustees. Byrne made a motion to approve, seconded by Eads. Voting aye: Eads, Byrne, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Dawkins and Moore. Motion carried.

Although this motion carried to approve the agreement, the intent of the Trustees was to award the \$90,000 as matching funds as a grant to the MCHS Museum, Inc., as an addition to the recommended grant applications, as explained by Councilmen Reed prior to Byrne's motion being made.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 7:21 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208 www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

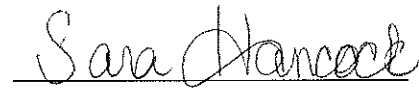
From: Sara Hancock, Secretary

Date: March 27, 2018

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.


Sara Hancock, Secretary

J. Guy Henson, General Manager/Administrator
Trustees: Matthew D. Dukes II, Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore



NEW BUSINESS/
PUBLIC DISCUSSION

