

# MIDWEST CITY

*Where the Spirit Flies High*

MIDWEST CITY  
MEETING AGENDAS FOR  
April 26, 2016

**STAFF BRIEFING**

Midwest City Council Conference Room (second floor) of City Hall  
100 N. Midwest Boulevard – Enter through S.W. brown door

April 26, 2016 – 6:00 PM

**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 Hospital Authority for April 26, 2016.



CITY COUNCIL AGENDA



**CITY OF MIDWEST CITY COUNCIL AGENDA**  
Midwest City Council Chambers, 100 N. Midwest Boulevard

April 26, 2016 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Community Services Director Vaughn Sullivan
  - Pledge of Allegiance - Councilmember Moore
  - Community-related announcements
  - Mayoral Proclamations: "National 9-1-1 Telecommunicator Week," "National Public Works Week," and "Fair Housing Month"
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all Council members, or members of the audience wish to discuss a proposed item with the Council, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the special meeting of April 11, 2016, and the staff briefing and regular meetings of April 12, 2016, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Street & Alley Fund, expenses/Street (09) \$75,000. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$18,330; expenses/Street (09) \$18,330. (Finance - J. Siemens)
  3. Discussion and consideration of accepting the City Manager's Report for the month of March 2016. ( Finance - J. Siemens)
  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 renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of \$55,560 (less \$27,780 in supplemental compensation from Guardian Life Insurance Company of America) 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 2016-17 fiscal year. (Human Resources - C. Wilson)

6. Discussion and consideration of renewing the service agreement with MassMutual for a three (3) year period to include the Guaranteed Interest Account with a Credited Rate of 3.75% for the remainder of 2016 and future Credited Rate Adjustments of no more than 0.50% per year with the Contractual Floor Rate being 1.00%. (Human Resources - C. Wilson)
7. Discussion and consideration of approving Change Order No. 1 to the contract with MTZ Construction increasing the original contract amount by \$20,000, making the new contract total \$145,078.50 for the North Oaks Phase III Cul De Sac, North Oaks Addition Paving Project. (Community Development - P. Menefee)
8. Discussion and consideration of terminating the contract with Insight, Inc. for analysis and reduction of telephony and data telecom expenses. (Information Technology - R. Rushing)
9. Discussion and consideration of passing and approving a resolution authorizing the purchase and installation of microwave data equipment under Oklahoma County's 2015-16 contract with Cutter Networks, Inc. (Information Technology - R. Rushing)
10. Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$22,250 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2016. (Community Services - V. Sullivan)
11. Discussion and consideration of 1) declaring the various obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

1. (PC-1868) Discussion and consideration of approval of the Replat of Lot 1, Block 8 of The Orchard Addition, described as a part of the NW/4 of Section 12, T11N, R2W. (Community Development - B. Harless)
2. Discussion and consideration of relocating the regular staff briefings for the Midwest City Council, Municipal Authority, Memorial Hospital Authority, and Economic Development Commission to the Council Chambers. (City Manager - G. Henson)
3. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article II, City Council, by taking Section 2-17 out of reserve and entitling it, "Elected Official Accountability Act and Ethics Policy," which shall read as specified in this ordinance; and providing for repealer and severability. (City Manager - G. Henson)

4. Discussion and consideration of establishing the Charter Review Committee, establishing the terms of the committee members and appointing members to serve on the committee. (This item was on the April 12, 2016 Council agenda under Further Information.) (City Manager - G. Henson)
5. Discussion and consideration of authorizing staff to 1) prepare an agreement with Matrix Consulting Group for a Police Department Study and 2) prepare an agreement with Emergency Services Consulting International for a Fire Department Master Plan Study. (This item was on the April 12, 2016 Council agenda under Further Information.) (City Manager - G. Henson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(4), for the purpose of confidential communications between the Council and its attorney concerning a pending investigation, claim or action; and 2) in open session, authorizing action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

G. FURTHER INFORMATION.

1. Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water, Division IV, Rates and Charges, Section 43-63, Water rates inside city; and providing for repealer and severability. (City Manager - G. Henson)
2. Minutes of the April 5, 2016 Planning Commission meeting. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



Notice of this special Midwest City Council meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE SPECIAL MIDWEST CITY COUNCIL MEETING**

April 11, 2016 – 5:30 p.m.

This meeting was held in the Midwest City Council Chamber, City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Vice-Mayor James Ray, and Councilmembers Rick Dawkins, Christine Allen, and Jeff Moore, and City Clerk Sara Hancock. Absent: Mayor Jay Dee Collins, and Councilmembers Daniel McClure Jr. and Richard Rice. Vice-Mayor Ray called the meeting to order at 5:33 p.m.

**Discussion Item.**

**Discussion and consideration of swearing in the mayor-elect, and the Ward 2, Ward 4, and Ward 6 councilmembers-elect.** Police Chief Brandon Clabes swore in Mayor-elect Matt Dukes and Councilmember-elect Jeff Moore. Susie Byrne swore in Councilmember-elect Pat Byrne. Eddie Reed swore in Councilmember-elect Sean Reed.

**Adjournment.** There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: Dawkins, Ray, Allen, and Moore. Nay: none. Absent: Mayor Collins, McClure, and Rice. The meeting adjourned at 5:48 p.m.

ATTEST:

\_\_\_\_\_  
JAMES RAY, Vice-Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk

Notice of regular staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of this meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL**

April 12, 2016 – 6:00 p.m.

This 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. The following members were present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr.\*, Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore. Mayor Dukes called the meeting to order at 6:05 p.m.

**DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for April 12, 2016.** Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

\*Councilmember McClure arrived at the meeting at 6:26 p.m.

Mayor Dukes adjourned the meeting at 6:57 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



Notice of regular Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

## **MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING**

April 12, 2016 – 7:00 p.m.

This meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Mayor Matt Dukes; Councilmembers Daniel McClure Jr. \*, Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore. Mayor Dukes called the meeting to order at 7:06 p.m.

**Opening Business.** The meeting opened with the invocation by Community Services Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Allen. Councilmember Allen, Mayor Dukes and City Manager Guy Henson made community-related announcements. Mayor Dukes introduced the new councilmembers.

**Consent Agenda.** Motion was made by Dawkins, seconded by McClure, to approve the items on the Consent Agenda, as submitted, except for items 3 and 9.

1. Discussion and consideration of approving the minutes of the special meeting of March 17, 2016, and the staff briefing and regular meeting of March 22, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2015-2016, increase: Grants Fund, revenue/Intergovernmental (21) \$13,882; expenses/Emergency Operations (21) \$13,882.
3. **Discussion and consideration of awarding the bid to and entering into a contract with CNG Solutions, LLC for a total project cost in the amount of \$564,592 for the materials and labor to construct a Compressed Natural Gas refueling station, which includes Change Order No. 1 in the amount of \$21,818 for a 50 HP compressor, Change Order No. 2 in the amount of \$24,804 for two additional CNG hose connection drops and Change Order No. 3 in the amount of \$19,083 for the surety bonds.** Motion was made by Dawkins, seconded by Reed, to approve this item with the substitution of a 75 HP compressor for the 50 HP compressor. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
4. Discussion and consideration of awarding a bid and entering into a contract with Portable Restroom Trailers, LLC for the fabrication and purchase of a 10-station mobile restroom trailer in the total amount of \$47,870.00.
5. Discussion and consideration of awarding a bid and entering into a contract with Luber Brothers, Inc. for the purchase of one or more 2016 Jacobson HR800 16-foot-cut large- area rotary type mowers in the total amount of \$93,293.70, which includes the base bid in the amount of \$79,643.70 and alternate number 1 (cab with air conditioning) in the amount of \$13,650.00.

6. Discussion and consideration of reappointing Carolyn Burkes to the Parkland Review Committee for an additional three year term.
7. Discussion and consideration of 1) reappointing Stan Greil and Jess Huskey to the Planning Commission for additional three-year terms, and 2) appointing Jay Dee Collins to the Planning Commission to fill the seat vacated when Sean Reed was elected to City Council.
8. Discussion and consideration of reappointing Keith Mikeman, Gary Perkins, Dale Milburn, and Travis Jernigan to the Plumbing, Gas, and Mechanical Board for additional three year terms.
9. **Discussion and consideration of altering the membership of the Original Mile Reinvestment Committee to replace Mayor Jay Dee Collins as the appointee to the committee with the current mayor thereby making membership on the committee ex officio.** Steve Huff, 13220 Shirley Lane, addressed the Council. Motion was made by Dawkins, seconded by Allen, to alter the membership of the committee to make the mayor's position ex officio. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
10. Discussion and consideration of reappointing Tom Jordan and Jim McWhirter to the Builders Advisory Board for additional three-year terms.
11. Discussion and consideration of declaring surplus one (1) John Deere walk behind mower, City inventory #09-07-18, model 7H17, serial #TC7H17B040039; one (1) 1985 3/4 ton Dodge van 318/V8 vin #2B5WB31W3FK257307, City inventory #09-03-33; three (3) Score electronic score boards (Spectrum Houston) Model #4208; one (1) Sharp XE-A406 electronic cash register with paper rolls; one (1) Adams pull behind fertilizer spreader model #GE-657; four hundred fifty nine (459) 8" x 16" retaining wall red blocks with retaining screen; fifteen (15) red cap blocks for 8" x 16" retaining wall blocks; four hundred (400) 2 1/2" x 9 1/2" bricks; eighteen (18) large 'J' bolt anchors; ten (10) 4' x 8' pieces of stage platforms; one (1) 12' slide; one (1) playground turtle; one (1) large Christmas ball; seven (7) plastic parking wheel stops; one hundred fifty (150) t-post; two (2) 4' x 25' rolls of hog wire fence; one (1) 4' x 50' roll of chain link fence; two (2) 28" x 20' rolls of chicken wire; one (1) Honda 5.5 HP self-propelled mower, model #HRC216, serial #621129; and one (1) Stihl FS90R string trimmer, serial #297944443, from the Street Department and authorizing their disposal by sealed bid or auction.

Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

### **Discussion Items.**

1. **Discussion and consideration of electing a vice-mayor for a period of two years beginning on April 12, 2016 in accordance with the City Charter.** Motion was made by Dawkins, seconded by Reed, to elect Councilmember McClure as the vice-mayor. Voting aye: McClure, Byrne, Dawkins, Reed, Allen and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

2. **Discussion and consideration of appointing three councilmembers to serve on the Sidewalk Committee.** Motion was made by McClure, seconded by Byrne, to appoint Mayor Dukes, and Councilmembers Reed and Dawkins to serve on the Sidewalk Committee. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
3. **Discussion and consideration of appointing a replacement to fill Pat Byrne's seat on the Economic Development Advisory Committee that is now vacant due to his resignation because of his election to the City Council.** No action was taken.
4. **Discussion and consideration of 1) appointing a designated delegate to the Association of Central Oklahoma Governments (ACOG) Board of Directors, 9-1-1 ACOG Board of Directors, Intermodal Transportation Policy Committee, the Garber-Wellington Association Policy Committee, and the Regional Transit Authority Task Force replacing former Mayor Jay Dee Collins; and 2) naming a second alternate to the ACOG Board of Directors, 9-1-1 ACOG Board of Directors, Intermodal Transportation Policy Committee, and the Garber-Wellington Association Policy Committee to replace former Councilmember James L. Ray.** Motion was made by Dawkins, seconded by Allen, to appoint Mayor Dukes as the designated delegate to the ACOG Board, 9-1-1 ACOG Board, Intermodal Transportation Policy Committee, the Garber-Wellington Association Policy Committee, and the Regional Transit Authority Task Force; and to appoint Councilmember McClure as the second alternate to the ACOG Board, 9-1-1 ACOG Board, Intermodal Transportation Policy Committee, the Garber-Wellington Association Policy Committee. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
5. **Discussion and consideration of naming a mayor-appointed City Councilmember to fill the vacancy on the Americans with Disabilities Transition Plan Committee for the unexpired term created when Rick Rice concluded his City Council term.** Motion was made by McClure, seconded by Dawkins, to appoint Councilmember Allen to the Americans with Disabilities Transition Plan Committee. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
6. **Discussion and consideration of awarding the bid and entering into a contract for the Sooner Road and S.E. 15th Street Paving Expansion Project.** Motion was made by McClure, seconded by Dawkins, to award the bid and enter into a contract with MTZ Construction, Inc. in the amount of \$246,054.45 for the Sooner Road and SE 15<sup>th</sup> Street Paving Expansion Project. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
7. **Discussion and consideration of passing and approving a resolution of the City of Midwest City, Oklahoma repealing Resolution No. 2011-16, passed and approved June 14, 2011, which adopted a policy governing persons addressing the city council during the New Business/Public Discussion portion of city council meetings.** Motion was made by Dawkins, seconded by Reed, to approve Resolution No. 2016-03, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

8. **Discussion and consideration of approving the 18 projects identified in the attached document recommended by the ADA Transition Committee.** Motion was made by Allen, seconded by McClure, to approve the 18 recommended projects, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

\*Councilmember McClure left the meeting at 7:32 p.m. and returned at 7:33 p.m.

**New Business/Public Discussion.**

Bob Toney, 116 W. Ridgewood Drive; Bill Bridges, 10300 Belmont Avenue; Doug Beabout, 13200 Shirley Lane; Ralph Ashley, 8900 Woodbriar Place; Steve Huff, 13220 Shirley Lane; and Craig Dawkins, 721 Hunters Run, addressed the Council.

**Adjournment.**

There being no further business, motion was made by McClure, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried. The meeting adjourned at 8:00 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

\_\_\_\_\_  
SARA HANCOCK, City Clerk



# The City of MIDWEST CITY

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

## Memorandum

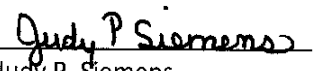
**TO:** Honorable Mayor and Council

**FROM:** Judy P. Siemens, Treasurer/Finance Director

**DATE:** April 26, 2016

**Subject:** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2015-2016, increase: Street & Alley Fund, expenses/Street (09) \$75,000. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$18,330; expenses/Street (09) \$18,330.

The first supplement is needed to budget additional cost of Sooner Road and 15<sup>th</sup> Street Improvements Project. The second supplement is needed to budget revenue from sale of surplus property for Street Department to be used to fund purchase of 48" walk-behind mower and portion of cost of new 3/4-ton pickup truck.

  
\_\_\_\_\_  
Judy P. Siemens  
Treasurer / Finance Director

## SUPPLEMENTS

**April 26, 2016**

Fund STREET & ALLEY (013)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Street			75,000	
		0	0	75,000	0
		0	0	75,000	0

**Explanation:**  
Budget additional cost of Sooner Rd. & 15th Street Improvements Project. Funding to come from fund balance.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2015-2016			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Miscellaneous	18,330			
09	Street			18,330	
		18,330	0	18,330	0
		18,330	0	18,330	0

**Explanation:**  
Budget surplus property proceeds for Street Department: \$13,780 to be used to partially fund new 3/4-ton pickup truck; \$4,550 to be used to fund purchase of 48" walk-behind mower.



**THE CITY OF  
MIDWEST CITY**  
Finance Department

**MEMORANDUM**

**TO:** Honorable Mayor and Council  
**FROM:** Judy P. Siemens, Treasurer / Finance Director  
**DATE:** April 26, 2016  
**SUBJECT:** Discussion and consideration of accepting the City Manager's Report for the month of March, 2016.

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

**Drainage Tax Fund (50)** increased and **Capital Improvement (157)** decreased because of the budgeted transfer of \$180,000 to assist in the funding of 92" storm water line off Air Depot.

**Capital Water Improvement - Walker (172)** decreased due to the following transactions:

Payments for SCADA system	<\$221,355>
Operational budgeted transfer for Water Fund (191)	<\$243,750>

**Capital Improvement Revenue Bond (250)** decreased due to the payments for:

2011 semi-annual debt service interest (Hotel/Conf Center)	<\$434,450>
2011A semi-annual debt service interest (Sewer)	<\$785,831>

**MWC Hospital Authority (425)** activities for March:

Compounded Principal:

(9010)-realized gain on investment	\$459,949
(9010)-unrealized gain on investment	\$2,992,209

Discretionary:

(9050)-realized gain on investment	\$82,341
(9050)-unrealized gain on investment	\$535,674
(9050)-payment for SE 15 <sup>th</sup> /Sooner development	<\$843,208>

This item is at Council's discretion.

*Judy P Siemens*

**Judy P Siemens**  
Treasurer / Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending March, 2016

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	1,968,342	-	2,053,701	393,968	(479,327)	(85,359)	1,968,342
10	GENERAL	4,873,459	(140,862)	4,222,650	28,351,902	(27,841,955)	509,947	4,732,597
11	CAPITAL OUTLAY RESERVE	889,005	-	873,787	15,218	-	15,218	889,005
13	STREET AND ALLEY FUND	1,906,185	-	1,729,956	437,670	(261,442)	176,229	1,906,185
14	TECHNOLOGY FUND	489,199	-	481,257	330,996	(323,053)	7,943	489,199
16	REIMBURSED PROJECTS	998,149	(184,123)	675,743	495,496	(357,214)	138,283	814,026
17	29TH & DOUGLAS PROPERTY	5,500,000	(289,774)	5,210,226	104,476	(104,476)	-	5,210,226
20	MWC POLICE DEPARTMENT	1,519,104	-	1,518,741	9,484,439	(9,484,076)	363	1,519,104
21	POLICE CAPITALIZATION	873,272	-	676,458	398,171	(201,358)	196,813	873,272
25	JUVENILE FUND	67,482	-	104,185	85,294	(121,997)	(36,703)	67,482
30	POLICE STATE SEIZURES	50,556	-	38,409	16,478	(4,331)	12,146	50,556
31	SPECIAL POLICE PROJECTS	51,104	-	50,212	5,731	(4,840)	892	51,104
33	POLICE FEDERAL PROJECTS	90,600	-	92,441	1,111	(2,952)	(1,841)	90,600
34	POLICE LAB FEE FUND	19,590	-	21,465	8,322	(10,198)	(1,876)	19,590
35	EMPLOYEE ACTIVITY FUND	16,725	-	15,875	9,835	(8,985)	849	16,725
36	JAIL	155,265	-	185,400	83,018	(113,153)	(30,135)	155,265
37	POLICE IMPOUND FEE	166,768	-	111,976	56,558	(1,766)	54,792	166,768
40	MWC FIRE DEPARTMENT	1,320,498	(4)	888,234	7,601,873	(7,169,612)	432,260	1,320,494
41	FIRE CAPITALIZATION	496,394	-	592,836	254,483	(350,924)	(96,441)	496,394
45	MWC WELCOME CENTER	339,423	(124)	325,488	155,357	(141,546)	13,811	339,299
46	CONV / VISITORS BUREAU	172,632	-	140,024	246,573	(213,965)	32,608	172,632
50	DRAINAGE TAX FUND	184,476	-	253,942	184,583	(254,050)	(69,467)	184,476
60	CAPITAL DRAINAGE IMP	404,506	-	334,872	340,794	(271,161)	69,633	404,506
61	STORM WATER QUALITY	920,440	-	884,423	568,333	(532,317)	36,016	920,440
65	STREET TAX FUND	1,247,983	-	1,080,011	343,060	(175,088)	167,971	1,247,983
70	EMERGENCY OPER FUND	744,445	-	740,750	309,213	(305,517)	3,695	744,445
75	PUBLIC WORKS ADMIN	275,972	-	216,227	689,127	(629,382)	59,745	275,972
80	INTERSERVICE FUND	60,912	-	146,291	1,542,442	(1,627,821)	(85,379)	60,912
81	SURPLUS PROPERTY	334,126	(267,113)	57,402	38,366	(28,754)	9,612	67,014
115	ACTIVITY FUND	239,375	-	304,088	144,645	(209,358)	(64,713)	239,375
123	PARK & RECREATION	534,465	-	378,386	411,493	(255,414)	156,079	534,465
141	COMM. DEV. BLOCK GRANT	15,156	-	15,156	329,419	(329,419)	-	15,156
142	GRANTS/HOUSING ACTIVITIES	264,880	(5,442)	261,039	53,174	(54,774)	(1,601)	259,438
143	GRANT FUNDS	86,379	(26,379)	58,318	299,342	(297,660)	1,682	60,000



City of Midwest City  
Financial Summary by Fund  
for Period Ending March, 2016  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-15 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,827,348	(5,736)	2,530,406	694,874	(403,669)	291,206	2,821,612
172	CAP. WATER IMP-WALKER	606,360	(9,350)	864,897	359,430	(627,316)	(267,887)	597,010
178	CONST LOAN PAYMENT REV	2,093,461	(6,362)	1,694,117	556,375	(163,393)	392,981	2,087,098
184	SEWER BACKUP FUND	80,613	-	80,681	1,399	(1,466)	(67)	80,613
186	SEWER CONSTRUCTION	6,137,068	(2,772,556)	4,652,015	1,170,185	(2,457,687)	(1,287,502)	3,364,512
187	UTILITY SERVICES	454,172	(924)	384,521	856,431	(787,704)	68,727	453,249
188	CAP. SEWER IMP.-STROTH	200,880	(7,250)	166,194	315,556	(288,120)	27,437	193,630
189	UTILITIES CAPITAL OUTLAY	995,982	(136,271)	(129,021)	1,534,767	(546,035)	988,732	859,711
190	MWC SANITATION DEPARTMENT	2,516,683	-	2,166,341	4,317,631	(3,967,289)	350,342	2,516,683
191	MWC WATER DEPARTMENT	617,407	-	730,063	4,303,207	(4,415,863)	(112,656)	617,407
192	MWC SEWER DEPARTMENT	1,155,184	-	971,908	4,075,285	(3,892,009)	183,276	1,155,184
193	MWC UTILITIES AUTHORITY	1,201,170	-	1,107,612	102,992	(9,434)	93,559	1,201,170
194	DOWNTOWN REDEVELOPMENT	3,493,758	-	3,165,630	1,026,269	(698,142)	328,127	3,493,758
195	HOTEL/CONFERENCE CENTER	609,995	(1,260,624)	(314,204)	3,998,185	(4,334,610)	(336,425)	(650,629)
196	HOTEL 4% FF&E	1,222,571	-	1,266,980	159,927	(204,337)	(44,409)	1,222,571
197	JOHN CONRAD REGIONAL GOLF	139,679	(4,433)	86,403	782,665	(733,823)	48,842	135,245
201	URBAN RENEWAL AUTHORITY	62,760	-	3,804	65,357	(6,400)	58,956	62,760
202	RISK MANAGEMENT	3,006,498	(37)	3,812,390	1,520,439	(2,326,368)	(805,928)	3,006,461
220	ANIMALS BEST FRIEND	68,587	-	69,763	18,101	(19,277)	(1,177)	68,587
225	HOTEL MOTEL FUND	-	-	-	435,071	(435,071)	-	-
230	CUSTOMER DEPOSITS	1,393,940	(1,393,940)	-	23,830	(23,830)	-	-
235	MUNICIPAL COURT	111,020	(111,020)	-	1,681	(1,681)	-	-
240	L & H BENEFITS	1,559,002	(46,839)	1,943,651	5,035,920	(5,467,407)	(431,487)	1,512,163
250	CAPITAL IMP REV BOND	2,233,032	(61,433,123)	(61,635,836)	11,108,469	(8,672,723)	2,435,746	(59,200,091)
269	2002 G.O. STREET BOND	2,988,648	-	3,341,434	54,303	(407,090)	(352,787)	2,988,648
310	DISASTER RELIEF	1,503,144	(184,669)	1,407,848	142,575	(231,948)	(89,373)	1,318,475
340	REVENUE BOND SINKING FUND	-	-	-	4,179,063	(4,179,063)	-	-
350	G. O. DEBT SERVICES	1,583,955	-	1,431,347	1,404,917	(1,252,309)	152,608	1,583,955
351	TAX INCREMENT FINANCING	-	(1,218,964)	(1,181,139)	-	(37,825)	(37,825)	(1,218,964)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	73,256,288	(9,792,103)	66,270,390	(951,122)	(1,855,083)	(2,806,205)	63,464,186
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,842,876	(342,876)	2,500,000	41,304	(41,304)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	9,218,864	(10,639)	9,223,576	1,362,278	(1,377,631)	(15,352)	9,208,224
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	4,081,082	(154,711)	3,157,879	2,655,546	(1,887,052)	768,494	3,926,373
	TOTAL	155,538,889	(79,806,246)	74,509,619	105,143,867	(103,920,842)	1,223,025	75,732,644



**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:** April 26, 2016

**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 March 2016.

This is a staff update

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

Catherine Wilson, Human Resources Director

<b>REPORT OF THE EMPLOYEES' HEALTH BENEFIT PLAN FOR FISCAL YEAR 2015-2016</b>												
<b>FISCAL YEAR 2015-2016</b>	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
<b>PLAN INCOME</b>												
Budgeted (MTD)	530,920	530,920	530,920	663,615	530,920	530,920	530,920	530,920	530,920	663,615	530,920	530,920
Actual (MTD)	537,739	532,037	534,342	718,473	539,926	534,845	549,498	529,364	556,672			
Budgeted (YTD)	530,920	1,061,840	1,592,760	2,256,375	2,787,295	3,318,215	3,849,135	4,380,055	4,910,975			
Actual (YTD)	537,739	1,069,776	1,604,118	2,322,591	2,862,517	3,397,362	3,946,860	4,476,224	5,032,896			
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232	560,232	700,290	560,232
Actual (MTD)	475,229	793,029	497,060	581,637	804,651	647,170	583,231	613,736	471,664			
Budgeted (YTD)	560,232	1,260,522	1,820,754	2,380,986	3,081,276	3,641,508	4,201,740	4,902,030	5,462,262			
Actual (YTD)	475,229	1,268,258	1,765,318	2,346,955	3,151,606	3,798,776	4,382,007	4,995,743	5,467,407			
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul -15</u>	<u>Aug - 15</u>	<u>Sep - 15</u>	<u>Oct - 15</u>	<u>Nov - 15</u>	<u>Dec - 15</u>	<u>Jan - 16</u>	<u>Feb - 16</u>	<u>Mar - 16</u>	<u>Apr - 16</u>	<u>May - 16</u>	<u>Jun - 16</u>
Budgeted (MTD)	-29,312	-169,370	-29,312	103,383	-169,370	-29,312	-29,312	-169,370	-29,312			
Actual (MTD)	62,510	-260,992	37,282	136,836	-264,725	-112,325	-33,733	-84,372	85,008			
Budgeted (YTD)	-29,312	-198,682	-227,994	-124,611	-293,981	-323,293	-352,605	-521,975	-551,287			
Actual (YTD)	62,510	-198,482	-161,200	-24,364	-289,089	-401,414	-435,147	-519,519	-434,511			
<b>FISCAL YEAR 2014-2015</b>	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
<b>PLAN INCOME</b>												
Budgeted (MTD)	590,592	590,592	590,592	806,955	590,592	590,592	590,592	590,592	590,592	590,592	806,955	590,592
Actual (MTD)	566,031	576,500	565,298	763,932	555,173	562,971	593,135	569,109	580,810	545,968	808,548	608,630
Budgeted (YTD)	590,592	1,181,184	1,771,776	2,578,731	3,169,323	3,759,915	4,350,507	4,941,099	5,531,691	6,122,283	6,929,238	7,519,830
Actual (YTD)	566,031	1,142,531	1,707,829	2,471,761	3,026,934	3,589,905	4,183,040	4,752,149	5,332,959	5,878,927	6,687,475	7,296,105
<b>PLAN CLAIMS/ADMIN COSTS</b>	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
Budgeted (MTD)	565,440	564,622	675,089	566,002	564,622	675,513	564,622	564,622	675,089	564,622	566,002	675,094
Actual (MTD)	481,088	537,213	501,847	545,226	543,832	602,083	649,542	485,959	592,305	432,698	503,641	677,131
Budgeted (YTD)	565,440	1,130,062	1,805,151	2,371,153	2,935,775	3,611,288	4,175,910	4,740,532	5,415,621	5,980,243	6,546,245	7,221,339
Actual (YTD)	481,088	1,018,301	1,520,148	2,065,374	2,609,206	3,211,289	3,860,831	4,346,790	4,939,095	5,371,793	5,875,434	6,552,565
<b>EXCESS INCOME vs. EXPENDITURES</b>	<u>Jul -14</u>	<u>Aug - 14</u>	<u>Sep - 14</u>	<u>Oct - 14</u>	<u>Nov - 14</u>	<u>Dec - 14</u>	<u>Jan - 15</u>	<u>Feb - 15</u>	<u>Mar - 15</u>	<u>Apr - 15</u>	<u>May - 15</u>	<u>Jun - 15</u>
Budgeted (MTD)	25,152	25,970	-84,497	240,953	25,970	-84,921	25,970	25,970	-84,497	25,970	240,953	-84,502
Actual (MTD)	84,943	39,287	63,451	218,706	11,341	-39,112	-56,407	83,150	-11,495	113,270	304,907	-68,501
Budgeted (YTD)	25,152	51,122	-33,375	207,578	233,548	148,627	174,597	200,567	116,070	142,040	382,993	298,491
Actual (YTD)	84,943	124,230	187,681	406,387	417,728	378,616	322,209	405,359	393,864	507,134	812,041	743,540

Current Balance: \$1,509,141

Mar. 2015: \$1,590,288

Mar. 2014: \$1,061,029

Mar. 2013: \$959,995

Mar. 2012 \$1,625,539



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

### Memorandum

**DATE:** April 26, 2016  
**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 (less \$27,780 in supplemental compensation from Guardian Life Insurance Company of America) 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 2016-17 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, 2016 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



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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 previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

### **1. Engagement**

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. 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, 2016. 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. **The Consulting Period will be automatically extended for an additional year on each anniversary of 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 to 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. Services**

Gallagher will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. Gallagher will perform other services as the Client and Gallagher mutually agree in writing.

### **4. Compensation**

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fees in the amount of \$55,560.00 per year, which amount will be billed in equal installments of \$4,630.00 and paid on a monthly basis.

For additional information regarding Gallagher compensation, please see the Gallagher revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by Gallagher, on behalf of the Client, Gallagher will use its best efforts to obtain appropriate replacement coverage from another insurance company.



## 5. *Performance and Scope*

(a) Gallagher Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) Gallagher's services under this Agreement are not intended in any way to impose on Gallagher or any of its affiliates a fiduciary status under ERISA; and

(ii) this Agreement does not provide Gallagher, and the Client will not cause or permit Gallagher to assume, without prior written consent of Gallagher, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) 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.

(c) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute 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 as provided 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.

(d) 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.

(e) 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.

(f) 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.



(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 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.

(iv) The compensation payable to Gallagher is solely for the services set forth under this Agreement, including 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.

(v) The Client is responsible for immediate payment of Gallagher's fees (if applicable) and payment of premiums for all insurance placed by Gallagher on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

## 6. *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.

(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. Where 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.





**7. 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 or whether such liability is based upon tort, strict liability, breach of warranties, failure of essential purpose or otherwise and if advised of the possibility of such damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

**8. Notices**

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

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: Jerry Roberts  
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.

**9. 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.

(c) 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.



(d) 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.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 5(a), 6 and 7 will survive the termination of this Agreement.

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



IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

**CITY OF MIDWEST CITY**

By: \_\_\_\_\_

Name: Jay Collins

Title: Mayor

Date: \_\_\_\_\_

**GALLAGHER BENEFIT SERVICES, INC.**

By: \_\_\_\_\_



Name: Jerry Roberts

Title: Area President

Date: \_\_\_\_\_



**EXHIBIT A**  
**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:

**CONSULTING SERVICES PROVIDED 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

**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

**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

**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

**MARKET BENCHMARKING STUDIES:**

- Local Area Surveys
- Industry Surveys



**COORDINATE AND MANAGE BENEFIT ADMINISTRATION SERVICES:**

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

**COORDINATE AND MANAGE SECTION 125 SERVICES:**

- Gather information and assist Client with coordinating the Section 125 services provided by Discovery Benefits.
- Serve as the primary liaison between 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 from fees received by Gallagher. (This duty terminates immediately upon the termination of this Agreement.)
- Gallagher and the client mutually agree that Gallagher shall not be liable for services to be provided by Discovery Benefits.

**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



**EXHIBIT B**  
**COMPENSATION DISCLOSURE STATEMENT**

What follows is the disclosure of our actual fees and/or commissions related to Client's Group Health Plan(s) and any relationships, or agreements Gallagher has with the insurance company involved in this transaction. Gallagher, as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission <sup>1</sup> / Supplemental Compensation <sup>2</sup>	Direct Fees <sup>3</sup>
<b>Consulting Services</b>	Gallagher Benefit Services, Inc.	7/1/2016	N/A/ N/A	\$55,560.00 / Per Year
Medical with Stop loss	BCBS of Oklahoma	7/1/2016	N/A / \$1.00-\$1.50 PEPM	N/A
Voluntary Dental	Delta Dental of Oklahoma	7/1/2016	N/A / N/A	N/A
Life/AD&D	Guardian	7/1/2016	Graded 15%-0.5% / 0%-7% of premium	N/A
Voluntary Life	Guardian	7/1/2016	10% / 0%-7% of premium	N/A
Short Term Disability	Guardian	7/1/2016	10% / 0%-7% of premium	N/A
Long Term Disability	Guardian	7/1/2016	10% / 0%-7% of premium	N/A
Accident	Guardian	7/1/2016	20% / 0%-7% of premium	N/A
Critical Illness	Guardian	7/1/2016	20% / 0%-7% of premium	N/A

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer whose Contract is recommended. This means the insurer 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 is not limited by an agreement with the Insurance Carrier.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher business**.
- The transaction set forth is at least as favorable to the 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 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 the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>4</sup>, which protects both Client and Gallagher<sup>5</sup>. 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).

<sup>1</sup> 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.

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

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

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

<sup>5</sup> 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.



For more information on Gallagher's compensation arrangements, please visit [www.ajg.com/compensation](http://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](mailto:Compensation_Complaints@ajg.com) or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.







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

Memorandum

DATE: April 26, 2016  
TO: Honorable Mayor and City Council  
FROM: Catherine Wilson, Human Resources Director

SUBJECT: Discussion and consideration of renewing the service agreement with MassMutual for a three (3) year period to include the Guaranteed Interest Account with a Credited Rate of 3.75% for the remainder of 2016 and future Credited Rate Adjustments of no more than 0.50% per year with the Contractual Floor Rate being 1.00%.

In February of 2016 the Deferred Compensation Advisory Committee (DCAC) met in accordance with the Deferred Compensation Investment Policy Statement to review proposals from several firms who provide administrative and investment services for Deferred Compensation (457) Plans. The objective was to determine if the City needed to move its Deferred Compensation Plan to a new provider since the contract with MassMutual was to expire March 30, 2016. After reviewing the submitted proposals, the decision was made to recommend remaining with MassMutual and to accept their new proposal for the Deferred Compensation Plan as outlined below and as further described in the attachments to this agenda item.

MassMutual will provide the following:

- 3 year contract term;
- The Guaranteed Interest Account will include the following:
  - 2016 Credited Rate: 3.75%
  - Future credited rate adjustments: Reduction of no more than 0.50% / Year
    - This refers to the Minimum Credited Rate. In no case will the credited rate be reduced by more than 0.50% in a given contract year.
  - Contractual Floor Rate: 1.00%
    - This has previously been described as the Minimum Guaranteed Interest Rate and falls in line with the National Association of Insurance Commissioners minimum.
- Transparent pricing where all participants pay their proportionate share of expenses
  - Registered mutual funds
  - Significantly lower fund expenses
  - Ability to track funds in the newspaper or through Yahoo Finance, Google Finance, CNBC.com, etc.
- State-of-the-art automated services of our ReFlex recordkeeping system
  - No more forms for HR to process!



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

- Automated loans
- Participants can call our 800# to change their deferrals or their investments – with a feedback file going to you for payroll changes
- Significantly enhanced PlanHealth reporting that can incorporate OMRF balances to provide employees with their probability of retiring on track (age 67 with 75% pre-retirement income, though these parameters may be modified for safety employees or for the entire population).

This course of action is the least disruptive to the Deferred Compensation participants, and provides improved customer service to our employees through MassMutual.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a long horizontal line extending from the end of the signature.

Catherine Wilson, Human Resources Director



March 31, 2016

Catherine Wilson  
Human Resources Director  
Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

RE: Group Annuity Contract No.: 107775  
Contract Owner: Midwest City, Oklahoma

Dear Catherine:

The purpose of this Letter Agreement is to memorialize the agreement between Massachusetts Mutual Life Insurance Company ("MassMutual"), acting on its own behalf and as Administrator and Agent for Hartford Life Insurance Company ("Hartford Life"), and Midwest City, Oklahoma to maintain and operate the above-referenced Hartford Life group annuity contract (the "Contract") in accordance with its terms on a temporary basis during the Transition Period (defined below).

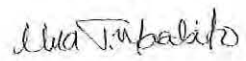
Midwest City is the sponsor ("Plan Sponsor") of the City of Midwest Deferred Compensation Plan (the "Plan"), and utilizes the Contract as a funding vehicle for the Plan. Midwest City and MassMutual are working together to enter into new contractual arrangements under which Midwest City will surrender the Contract and purchase, on behalf of the Plan, certain investment vehicle(s) and administrative and recordkeeping services directly from MassMutual (the "MassMutual Products and Services") under the terms outlined in MassMutual's written proposal dated March 31, 2016. The transition of the Plan to MassMutual Products and Services is anticipated to occur on or before August 1, 2016 and may occur at a later date for administrative or other reasons (the "Transition Period").

We look forward to our continued relationship with Midwest City and the Plan. Please indicate your acceptance of the foregoing by signing below and returning a copy to the undersigned.

Sincerely,  
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, on its own behalf; and as  
Administrator for HARTFORD LIFE INSURANCE COMPANY

Una Morabito  
Senior Vice President  
MassMutual Retirement Services

The foregoing is agreed to and accepted by Midwest City, as Plan Sponsor, as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

By:   
Name: Una Morabito  
Title: Senior Vice President Client Management

# A plan with purpose

Your retirement plan proposal from MassMutual

**Presented to:**

City of Midwest

FOR PLAN SPONSOR USE ONLY.



We'll help you get there.®

NOT FDIC OR NCUA INSURED	NOT A BANK OR CREDIT UNION DEPOSIT OR OBLIGATION	MAY GO DOWN IN VALUE
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NOT GUARANTEED BY ANY BANK OR CREDIT UNION	

**FOR PLAN SPONSOR USE ONLY.**

# Contents

Purpose

Employee action

Service

Investments

Strength and experience

Cost and disclosures

# Purpose

Welcome to your retirement plan serviced by MassMutual. It will truly be a retirement plan with purpose.

You will hear many reasons, from many providers, as to why you should choose them to administer your retirement plan.

At MassMutual, we have one purpose. You and your employees are the focus of everything we do.

The purpose of choosing MassMutual to service your plan

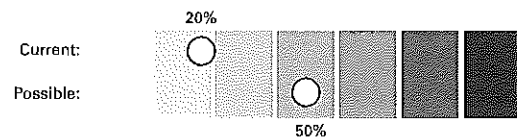
**To allow your employees to retire on their own terms while making your retirement plan easy to administer through proactive service and support.**

# Employee action

## Insightful and unique

Plan health metrics show you the score.

**Plan Health** Percent of employees on target to replace 75% of income at age 67



**Result:** True plan health measurement of outcomes that will give you clear insight into how your plan performs

How can you win the game if you don't know the score? Many retirement plan providers will show you the activity-based metrics of your plan such as participation rate.

Only MassMutual provides PlanSmart<sup>SM</sup> Analysis. This report will show you how many of your employees are on target to replace at least 75% of their last year's income at age 67 for their full retirement.

Employee outcomes are the true measure of plan health and MassMutual can deliver.

Activity-Based Measures	Industry Standards	MassMutual
Participation Rate	✓	✓
Average Savings Rate	✓	✓
Investment Allocations	✓	✓
Average Balance	✓	✓
Outcome-Based Measures		
How many employees can retire with 75% replacement income at age 67?	<input type="checkbox"/>	✓



# Employee action

## MassMutual RetireSMART<sup>SM</sup>

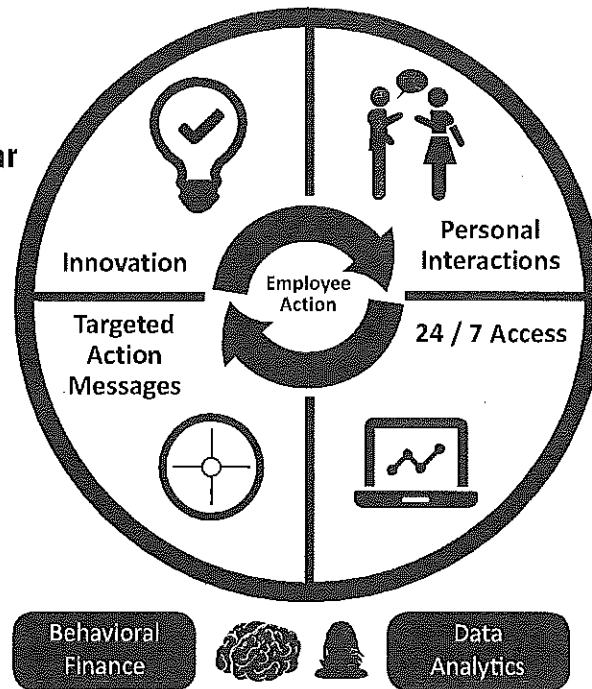
Retirement on your employees' terms.

MassMutual's RetireSMART<sup>SM</sup> Employee Action Program allows each one of your employees to receive his or her suggested next step to help toward a more secure retirement at the time and in the medium they prefer.

MassMutual RetireSMART is an artfully constructed multi-tactic communication program that drives action.

Whether it is a tailored action message via mail or a phone call to our award-winning call center, each interaction will be relevant and consistent for your employees.

**7 Action Messages per Employee per Year**



**Result:** Your employees take retirement plan action on their own terms

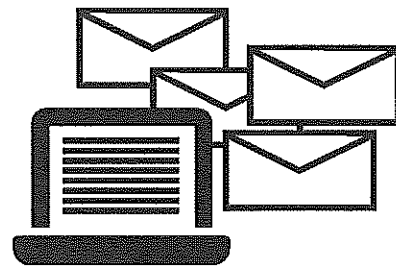
# Employee action



The MassMutual RetireSmart national mail/email campaign program is designed to reach each one of your employees with the targeted next step toward retirement on their terms.

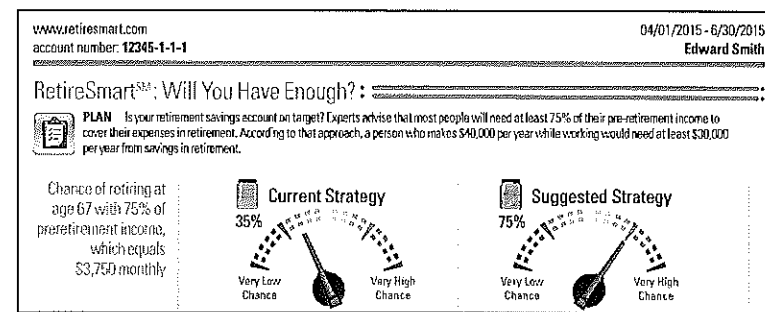
A series of mailers or emails will be sent throughout the year until each employee takes their next step.

The campaign program is supplemented with the quarterly MassMutual RetireSmart statement that also provides consistent messaging.



### 64 Mail or Email Action Messages per Campaign Segmented by:

- Age
- Gender
- Language
- Mail or Email



### MassMutual RetireSmart Quarterly Statement:

- A view of retirement outcomes with each employee's current strategy and a suggested strategy to optimize outcomes
- Consistent messaging with MassMutual RetireSmart campaigns

*Result: Your employees take retirement plan action on their own terms*

# Employee action



MassMutual continually invests in innovative solutions to communicate with employees.

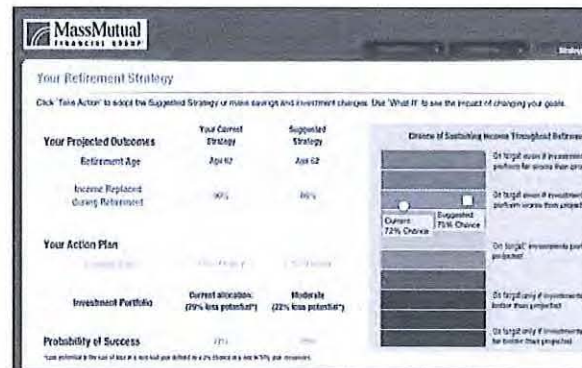
Whether it be Apple® mobile devices or new guidance tools that are simple and intuitive, innovation helps drive action.



e4<sup>SM</sup> allows your employees to take action in real time via iPod Touch devices.

## From Saving to Spending: Retirement Guidance for Life

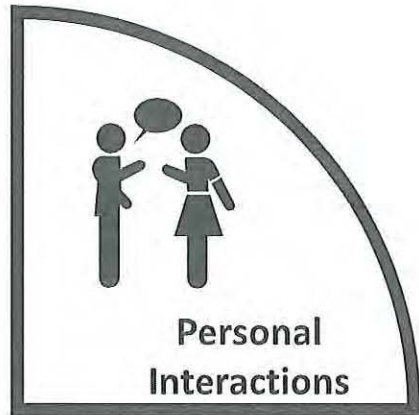
The MassMutual RetireSMART<sup>SM</sup> Ready Tool provides instant and actionable guidance.



Set Priorities View Results Take Action with one click

*Result: Continued investment in innovative solutions helps your employees take action on their terms*

# Employee action



## MassMutual RetireSMART<sup>SM</sup> Workplace Guidance – Human Interaction Driving Retirement Action

MassMutual invests heavily in resources that provide personal interactions to our plan participants.

Our national team of Retirement Education Specialists ensures you'll have resources to drive action at your workplace right in your local market. Our team moves beyond the traditional group meeting, utilizing innovative e4 technology and meeting one-on-one with employees.

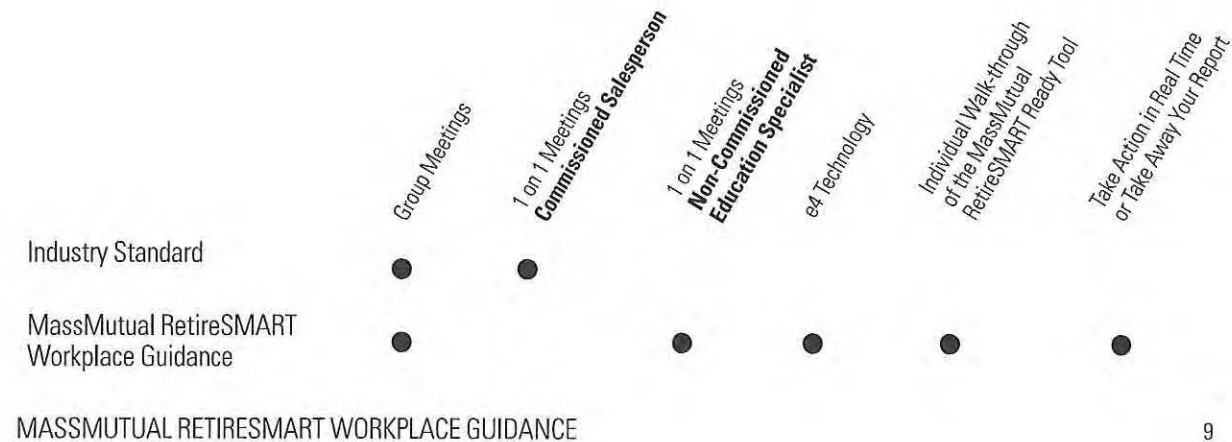
In fact, for six consecutive years, the MassMutual Retirement Services Call Center has been recognized by Contact Center World as a top performer in delivering outstanding customer service.



<sup>1</sup> Contact Center World – America's Region 2013.

**Result:** Human interaction drives action

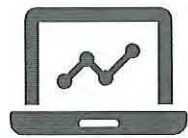
FOR PLAN SPONSOR USE ONLY.



# Employee action

## RetireSMART.com

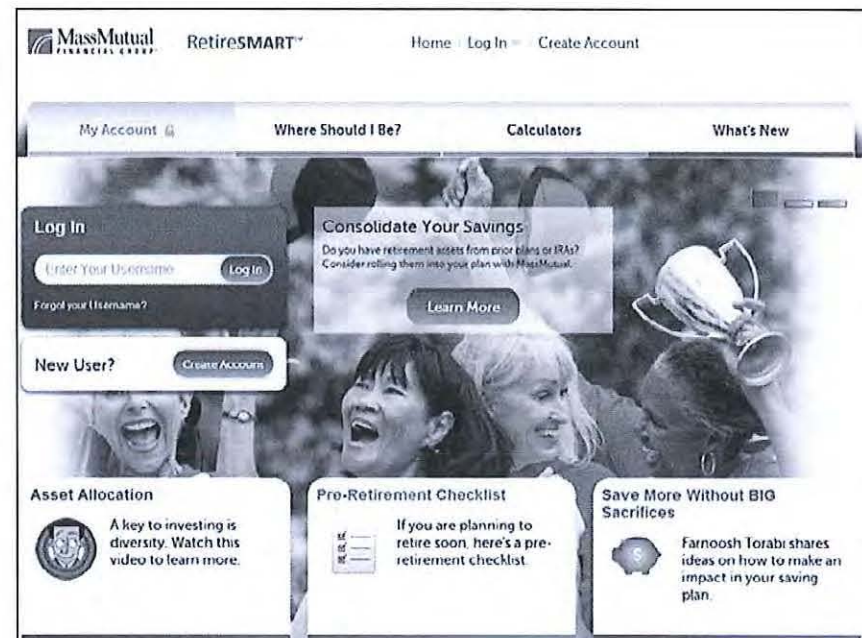
24 / 7 Access



*Result: Easy and instant access to information*

MassMutual's award-winning website, RetireSMART.com, will provide your employees who enroll in the retirement plan 24/7 access to account information and education.

The site is designed for easy navigation and provides financial education for major life events beyond retirement including first-time home buying and having a child, among many others.



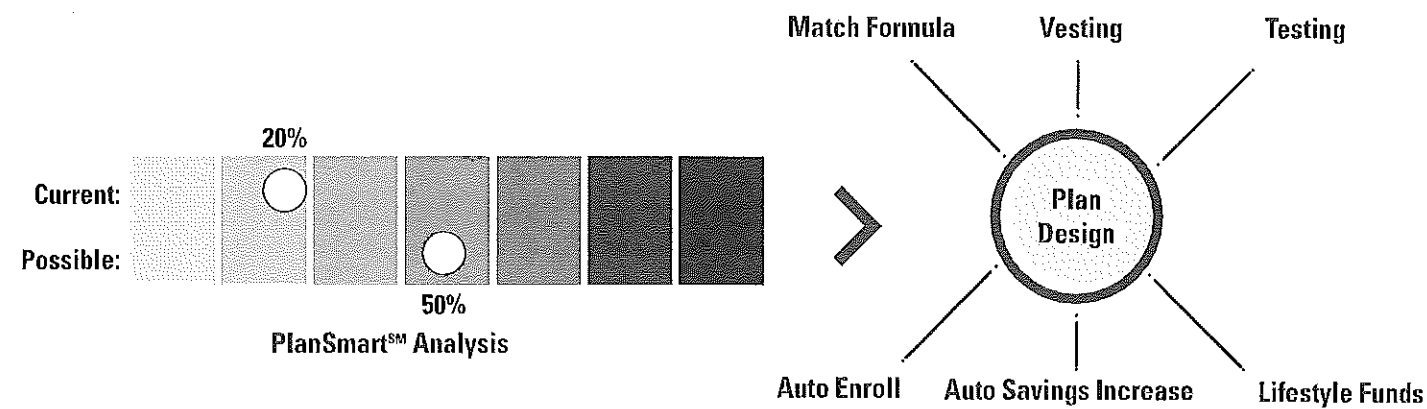
# Service

## Plan Health

Measurement to Drive Plan Design Changes

MassMutual's PlanSmart analysis doesn't only bolster your Fiduciary position by giving you true insight into employee outcomes and plan health.

It can also be used to identify and implement plan design changes that will improve your plan. This coupled with the 25 years of average experience on the MassMutual ERISA Advisory Services team will provide you and your Advisor great resources to design a plan that will work for you and your employees.



*Result: Insightful plan design with expert and experienced support*

## MassMutual ERISA Advisory Services

Average of 25 years of ERISA experience across the team

# Service

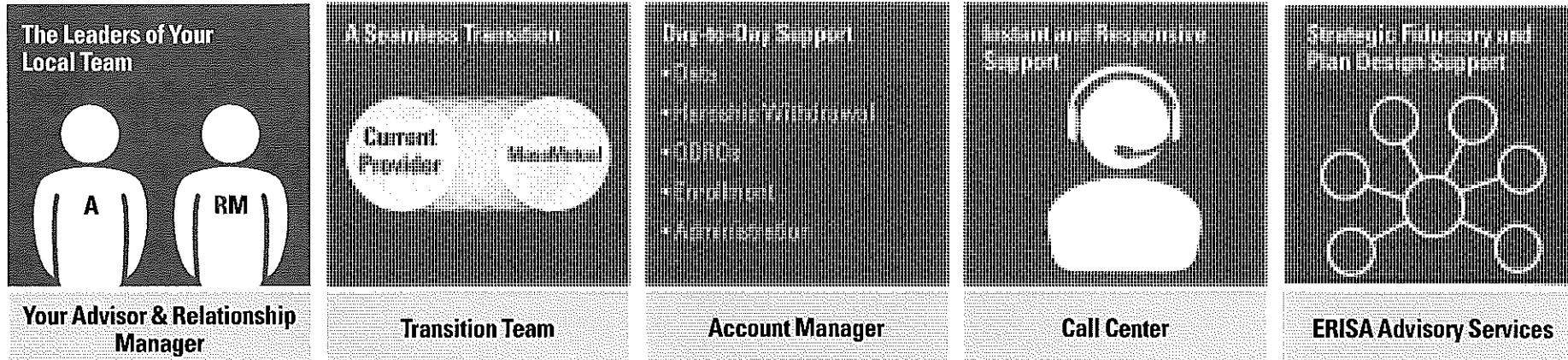
## A purposeful team of experts

An extension of your benefits department.

At MassMutual, we start with the end in mind when it comes to service. We think of the busy Benefits Manager or HR executive, with so many competing priorities.

Our service team will act as an extension of your benefits department, helping to ensure your plan runs smoothly.

MassMutual associates have an average of 13 years of experience and we look forward to putting this experience and our passion for service, to work for you.



*Result: Your team of benefits support resources increases with MassMutual's expert service*

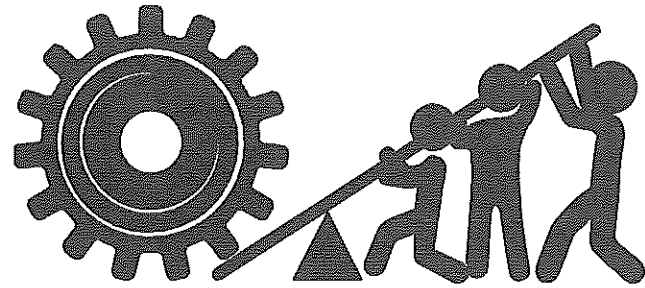
# Service

## Execution of the Basics at the Highest Level

A retirement plan is a very complex thing. It has many moving parts that must work in concert each and every day, to help ease your administrative burden.

This all starts with getting the basics right. Basic administration and recordkeeping are the engine of your retirement plan.

The expert team at MassMutual will keep all the pieces moving every day to keep your plan running smoothly.



*Result: Execution of day-to-day administration will free up your time for a more strategic focus*

QDRO Processing

Savings Rate Changes

Investment Changes

Hardship Withdrawal Suspension & Approval

Enrollment Packages

Beneficiary Changes

Eligibility Determination

Loan Monitoring



# Investments

## Beyond open architecture

An investment program with a purpose.

Most providers will offer you open architecture for investments. MassMutual goes one step further. Our investment program brings together the people, process and investment choice you need to help your employees retire on their own terms:

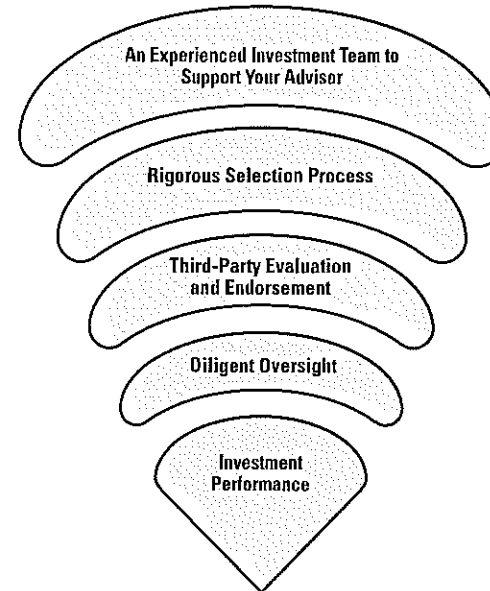
- Ultimate flexibility with over 2,400 investment options
- Available third-party review by Mesirow Financial<sup>1</sup>
- Unique investment offerings unavailable anywhere else
- Easy-to-use target date and target risk lifestyle funds with MassMutual RetireSMART<sup>SM</sup> Funds

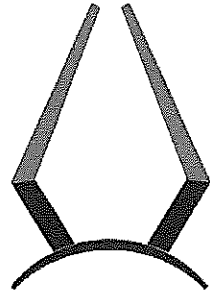
**Result:** Tangible investment solutions beyond just offering you anything and everything

<sup>1</sup> Mesirow Financial, one of the nation's leading financial services firms, specializing in quantitative analysis, fundamental analysis and macroeconomic research, has independently certified the soundness of MassMutual's investment identification, screening and monitoring processes.

## An approach to investment monitoring that helps drive plan health

- Experienced Advisor
- Innovative Investment Monitoring
- Unique Investment Offerings
- Fiduciary Support
- Financial Strength & Investment Choice





THOMSON REUTERS  
LIPPER FUND AWARDS 2015<sup>1</sup>  
UNITED STATES

The MassMutual Funds are proud to be recognized for winning the Best Overall Small Fund Group for the second straight year in the 2015 Lipper U.S. Fund Awards for Excellence.<sup>1</sup> This prestigious award recognized the strong performance of the MassMutual Select, Premier, and MassMutual RetireSMART<sup>SM</sup> target date funds.

We offer more than 50 MassMutual Premier Funds, Select Funds and MassMutual RetireSmart Funds featuring portfolio management from some of the most highly regarded institutional, retail and boutique firms in the industry. To learn more about the MassMutual Funds, please go to [www.massmutualfunds.com](http://www.massmutualfunds.com).

Our multi-managed Fund families span a wide variety of investment approaches to help retirement plan participants pursue their retirement goals.

**Investors should consider an investment's objectives, risks, charges and expenses carefully before investing. For this and other information, see the applicable prospectus (and/or summary prospectuses, if available) for the investment options listed, available from your financial professional or our website. Read them carefully before investing.**

**Past performance does not guarantee future results.**

---

<sup>1</sup> Lipper, a wholly owned subsidiary of Reuters, is a leading global provider of mutual fund information and analysis to fund companies, financial intermediaries and media organizations.

# Strength and experience

## Focused, strong and diverse

Mutual structure:  
Not focused on Wall Street



Among the highest financial strength ratings of any company<sup>1</sup>

A.M. Best	A++
Fitch Ratings	AA+
Moody's Investor Service	Aa2
Standard & Poor's	AA+

## Diversified business model

**Babson**  
CAPITAL MANAGEMENT



OppenheimerFunds  
The Right Way to Invest



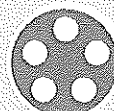
## History of innovation firsts

e4

2005: First to engage employee using e4 device

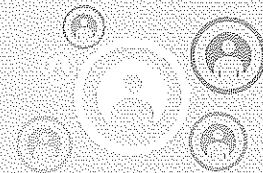
2008: First to offer unitized custom model

Plan lineup makes... ... plan-specific investments



2009: First persona-based, big data employee engagement

2012: First to bring precision and action to plan health



## Proven experience and achievement

65 years serving retirement plans<sup>2</sup>

34,000+ plans<sup>2</sup>

2.9 million participants<sup>2</sup>

95% sponsor retention<sup>2</sup>

62% very satisfied clients<sup>3</sup>

**FORTUNE**<sup>4</sup>  
**100**

**WORLD'S MOST**<sup>5</sup>  
**ETHICAL COMPANIES**  
WWW.ETHISPHERE.COM



10 PSCA Signature Awards (2013) for Educational Excellence

**PLANSponsor**  
CUPS

41 best-in-class honors  
2 years in a row (2013–2014)



ContactCenterWorld top performing call center 6 years in a row (2008–2015)

<sup>1</sup> Ratings are for Massachusetts Mutual Life Insurance Company and do not apply to any separate investment accounts or mutual funds offered by MassMutual or its affiliates.

<sup>2</sup> As of December 31, 2014.

<sup>3</sup> Per an independent study conducted by Chatham Partners. June 2014.

<sup>4</sup> FORTUNE® Magazine, June 2014.

<sup>5</sup> Ethisphere Institute, an independent center of research promoting best practices in corporate ethics and governance, March 2015.

Today we have shown you how MassMutual will drive plan health while allowing your employees to retire on their own terms.

1. Plan Health and the MassMutual RetireSmart action program which will allow your employees to take action on their own terms
2. The gold standard in service for your plan
3. A provider with a rare combination of strength, structure and expertise

**We Would Be Honored to Welcome You to MassMutual.**

# Cost and disclosure

This Cost and disclosure section of the proposal identifies the portion of the expenses that your plan incurs that we retain as compensation for the services we provide to your plan. It is important to keep in mind that the revenue we retain is a part of, and is not additional to, your plan's total expenses. Your plan's total expenses are impacted by the nature and complexity of your plan, the investment options and share classes you select, the services you ask us to provide, any expense reimbursements we make, and the compensation we pay to your financial intermediary. Not all of the expenses described here will apply to your plan and we offer you various alternatives for structuring and paying for the services we provide.

We offer group annuity products and provide access to affiliated and unaffiliated mutual funds and bank collective trusts. In the group annuity product, mutual funds and bank collective trust funds are held by the separate investment accounts (SIA) in which your plan invests. Other investment options, such as the portfolio SIAs (SIAs that invest directly in a portfolio of securities rather than an underlying mutual fund or bank collective fund), Guaranteed Interest Account (GIA), Separate Account Guaranteed Interest Contract (SAGIC) and Capital Preservation Account are available through a group annuity contract.

Under our programs, plan expenses are generally paid in two ways: (1) expenses paid through or in connection with the plan's investment options, and (2) fees paid directly by the plan sponsor or plan participants. We may be paid for our services, including our investment, administrative and recordkeeping services, in the same way – through the plan's investments directly or through the plan directly.

**Expenses paid through or in connection with the plan's investment funds:** The expenses paid through the plan's investments (e.g., the investment's "expense ratio") cover some or all of the costs of investment management as well as the comprehensive plan recordkeeping and administrative services we provide.

**Expense ratios and total weighted annual expense ratio:** The Expense Ratio for each of the investments included in our investment program (other than the GIA, Company Stock, and self-directed brokerage accounts) is set forth in the accompanying schedule of Investment Options. The Expense Ratio is expressed as an annualized percentage of the investment options assets and refers to the amount paid from the investment options' assets for investment management and other services and expenses (including any 12b-1 fees). It shows what your plan pays, along with all other investors, in connection with the investment option. Because this amount is deducted from the investment options assets, it is reflected in the investment options net investment performance.

An Investment's Expense Ratio may change over time as invested assets and underlying operating expenses increase or decrease. More detailed fee information for mutual funds that serve as the underlying investments for SIAs you've selected is disclosed in each mutual fund's prospectus.

Assuming a sample investment mapping has been prepared, the amount disclosed in the "Total from All Investment Options" line of the Annual Expense Ratio column on the Investment Options page of the Cost and disclosure section of the proposal is the sum of the Expense Ratios for each of the investments weighted for the assumed percentage of plan assets invested in each. For example, if a plan invests 60% of its assets in Fund A, which has a total annual Expense Ratio of 100 bp, and 40% of its assets in Fund B, which has a total annual Expense Ratio of 50 bp, then the Total Weighted Annual Expense Ratio for the plan is calculated as follows:

Total Weighted Annual Expense Ratio:			
Expense Ratio	x	Allocation %	= Weighted Annual Expense Ratio
100 bps		60%	60 bps
50 bps		40%	20 bps
			80 bps Total

As explained above, we retain a portion of the plan's expenses as compensation for the services we provide. This section describes how we calculate the revenue (i.e., MassMutual's share of the Expense Ratio) that we receive from each investment option (other than the GIA). Assuming a sample investment mapping has been prepared, the amount disclosed in the "Total from All Investment Options" line of the Annual Administrative Services Revenue column on the Investment Options pages of the Cost and disclosure section of the proposal is the sum of the revenue received from each of the investments (calculated in the manner described above) weighted for the assumed percentage of plan assets invested in each.

# Cost and disclosure

This information is provided to illustrate both the revenue we anticipate receiving in connection with each investment option in which your plan invests and our relative financial interest in your investment selections. Here's how we arrived at our revenue rates included in the Schedule:

The revenue shown for bank collective trust funds and for mutual funds advised by unaffiliated advisers or by OppenheimerFunds, inc. (our subsidiary) equals the gross revenues (commonly referred to as "revenue-sharing payments") paid to us by those funds or their investment advisors for making these funds available and/or for providing certain distribution, recordkeeping and/or other services to those funds.

For our own mutual funds (MassMutual Premier and Select Funds) or our portfolio SIAs, our revenue rates shown equal the gross revenues we receive from these investments less certain amounts we pay to others, including fee waivers/reimbursements, sub-advisor fees (which may be paid to affiliated sub-advisors), sub-administrator fees, 12b-1 fees, expenses we incur to establish and maintain these investment options, advisor margin and any other direct expenses of the investment option we are required to pay under our investment management agreements with the funds.

For our guaranteed separate investment accounts (Capital Preservation Account and SAGIC) our revenue rate is based on the revenue we receive from the assets invested in the account less the advisory fees paid to Babson Capital Management LLC (our affiliate). For the SAGIC and Capital Preservation investment options, MassMutual provides certain guarantees. These guarantees are supported by capital provided by MassMutual. Hence, the revenues shown in the appendices are net of the cost determined by MassMutual for the use of that capital. The revenue rate for the Capital Preservation Account is reduced by 40 bps and the SAGIC is reduced by 15 bps for the interest rate guarantee provided by MassMutual's general investment account.

**Guaranteed Interest Account (GIA) expenses:** Our GIA is designed to provide participants a guaranteed rate of interest on deposits held for a specified period of time. Generally, we are required to return the principal and the promised interest regardless of the expenses we incur in investing the assets that support the GIA and regardless of the actual return on those assets within our general investment account. We assume the risk that the rate of interest we are required to pay under the GIA will be greater than our actual investment return on the deposited assets net of our expenses. Given the nature of the GIA, there is no guarantee that we will receive a pre-set level of revenue, as we do in connection with a mutual fund advisory fee or revenue sharing payment. And, although we retain the difference, if any, between the guaranteed rate and the investment return we actually earn on the deposits in our general account (net of expenses), this is not an additional expense to the plan. We believe that the best way to evaluate various guaranteed products is to compare the guaranteed interest rates credited to participants and other features of the products. Please read the section of the brochure entitled "Additional disclosures: GIA/SAGIC market value adjustment" for additional information regarding the operation of the GIA.

**Loads, sales charges, redemption fees and surrender charges:** Currently, none of the mutual fund investment options offered as part of our program impose front-end loads, sales charges or redemptions fees on the plan in connection with the purchase or sale of the plan's interest. A surrender charge may apply if the plan terminates certain of our group annuity contracts. Surrender charges are typically expressed as a specified percentage of assets held in the group annuity contract and reimburse us for a portion of sales commissions we have paid but not recovered due to early contract termination. Any applicable surrender charge is disclosed in the "Surrender Charges" section of the Cost and disclosure section of the proposal.

**Make-up contract expenses:** When a plan's current investment contract is terminated and the plan's investment account is immediately reduced by a market value adjustment ("MVA") or a surrender charge, we may be asked whether it is possible to avoid immediate application of the MVA or surrender charge to participants' accounts at the time of the conversion to your new investment agreement. We have the ability to offer a "make-up contract," which is a unique insurance company product that permits you to maintain the book value of your participants' accounts at the time of the conversion and to spread over a period of time the application of the MVA or surrender charge to participants' accounts. To be able to take advantage of this feature, your make-up contract must offer a book value investment option, such as the GIA, SAGIC or Capital Preservation Account. In a GIA contract or Capital Preservation Account, the amount of the "make-up credit" will be recovered over a mutually agreed upon period of years (the "recovery period") through the imposition of an increased asset charge or through a reduction in the crediting rate. If your contract is terminated before the end of the recovery period, a special asset charge will be applied to recover the remainder of the asset charge for the outstanding recovery period. In a SAGIC contract, the make-up credit will be recovered through a reduction in the SAGIC's crediting rate. An asset charge recovery is not available under a SAGIC contract. At the termination of your SAGIC contract, the market value of the SAGIC separate investment account will be distributed. We reserve the right to refuse to issue a make-up contract, to convert a make-up contract form from one that recovers the make-up credit through a crediting rate reduction to one that recovers the make-up credit through an increased plan asset charge or to terminate the make-up contract if the actual amounts of the total plan assets transferred, the total assets transferred to the GIA or SAGIC, or the amount of the market value adjustment or contingent deferred sales charge to be made up differ from the assumptions set forth in the Cost and disclosure section of the proposal.

When deciding whether to enter into a make-up contract, you must consider which participants are benefiting from the immediate application of the make-up credit and which participants are incurring an additional expense or realizing a reduced crediting rate over time as a result. Because these two groups are not necessarily the same, you must decide, consistent with your fiduciary duties, whether entering into a make-up contract is prudent and is in the best interest of all of your plan's participants.

# Cost and disclosure

## **Fees directly paid by the sponsor or plan or participants to MassMutual**

In addition to expenses paid through or in connection with your plan's investments options, you or your plan may also pay fees to us directly. These fees may be one-time or recurring and may be for services provided to the plan as a whole or to individual participants. You may have several options for paying these fees, including:

- paying these fees directly (i.e., out of your corporate assets)
- having your participants pay these fees by withdrawing them from participant accounts, or
- paying the fees from participant forfeitures (nonvested accounts left by terminated participants).

Generally, these fees constitute revenue to us. Exceptions to this general rule include expenses that we collect on behalf of third-party service providers (e.g., vendor expense for investment advice).

The Proposal lists the following direct fees as applicable to your plan:

**Ongoing annual fees:** Ongoing annual fees applicable to your plan are described under "Ongoing Annual Charges" in the Cost and disclosure section of the Proposal. These expenses may be expressed as flat dollar amount, a percentage of the total assets invested with us or a dollar amount per participant.

**Transactional and optional services fees:** The Transactional Fees schedule contains a partial list of the services that may be requested by you and your participants for which a separate fee may apply.

## **Financial intermediary compensation**

We generally sell our retirement plan services through intermediaries, including our career insurance agents, independent brokers (including insurance brokers, investment advisors, and registered representatives of broker-dealers), third party administrators of retirement plans, and consultants.

When your plan selects one of our products, we (or one of our affiliates) compensate the financial intermediary. The nature and level of services that intermediaries provide to us or plans, plan sponsors, and plan participants can impact the amount of compensation we pay to an intermediary with respect to a specific retirement plan sale. In addition, the form or method for compensating intermediaries varies from sale to sale.

Because we pay intermediary compensation from the revenue we receive on your plan, the level of intermediary compensation may impact our fee proposal for your plan. The Cost and disclosure section of the Proposal identifies the proposed intermediary compensation that we have specifically taken into account in preparing your Proposal. A detailed explanation of the forms of intermediary compensation identified in the Cost and disclosure section of the Proposal and other forms of intermediary compensation to which your intermediary may be entitled is set forth below.

Note that these compensation arrangements (and those that your intermediary may have with other providers) may provide an intermediary with a financial incentive to recommend one product or provider over another. As a fiduciary, you may want to take such compensation arrangements into account when evaluating recommendations from your intermediary. If you have any questions regarding the compensation that may be paid by us or other providers to your intermediary, you should contact the intermediary or his/her organization to determine if they have entered into any such agreements.

## **Forms of intermediary compensation**

**Commissions:** The most common form of intermediary compensation we pay is a commission. Commissions normally are calculated as a percentage of assets and/or contributions. Commissions may be paid in the first year and/or paid on a periodic basis thereafter. Estimated compensation to the intermediary in basis points reflects the average annual basis points of compensation to be paid to your intermediary based on the compensation schedule detailed on the Proposal Assumptions page of the Cost and disclosure section of the proposal. The dollars of estimated compensation to the intermediary are calculated by multiplying the average annual basis points by current plan assets. Basis point compensation is not paid on investment options paying 20 bp of revenue or less.

**Distribution and shareholder service fees:** Intermediaries may receive Distribution Fees or Shareholder Service Fees for services provided in connection with investments in our proprietary mutual funds. Distribution fees may be paid for providing services in connection with the distribution and marketing of investments in our proprietary mutual fund shares and for related expenses. Shareholder Service Fees may be paid for providing services to shareholders or maintaining shareholder accounts and for related expenses. Expenditures for Shareholder Servicing Fees may include: providing advice regarding the particular shareholder account options offered by the mutual fund in light of shareholder needs; delivering current prospectuses, reports, notices, and other information, including information about the mutual funds; providing support services, including answering participant inquiries; forwarding communications from the mutual funds to participants; and providing any other shareholder services with respect to the mutual funds which we may request.

# Cost and disclosure

## Forms of intermediary compensation (continued)

**Sub-contracting services fee:** We may compensate an intermediary for providing plan administrative services to the plan sponsor that we otherwise would provide ourselves. Such services might include, for example, assistance with enrollment meetings.

**Sponsorship payment:** We may compensate an intermediary for promotional activities not specific to any particular plan. For example, we may provide training support, conference support, marketing or other services to promote general awareness of our products or services.

**Override payment:** If an intermediary is associated with an organization that maintains a sales force (a "selling organization") that sells our products, we may pay the selling organization an "override payment" pursuant to the terms of a written agreement. This payment is designed, in part, to defray a portion of the selling organization's cost of maintaining a sales force. Override Payments are paid as either (i) a flat fee or (ii) a percentage of the compensation paid to the intermediaries that are affiliated with the selling organization.

**Career agent cash and non-cash compensation:** MassMutual career agents who sell our products may receive, in addition to commissions, productivity bonuses, credits towards their benefit plans, recognition items, and payment of the costs associated with conferences or seminars.

**APPLICABLE TO GROUP ANNUITY CONTRACTS ISSUED IN NEW YORK ONLY:** The intermediary who is selling you the group annuity contract for which you are applying has been authorized by MassMutual or its affiliated domestic insurance companies to sell such product and will receive compensation from MassMutual based in whole or in part on the group annuity contract you purchase. The compensation paid to the intermediary may vary depending on a number of factors, including but not limited to, the group annuity contract you purchase, the premium amount, the issuing company of the contract you purchase, and the volume of business the intermediary provides to MassMutual. Please contact your intermediary if you would like more information about the compensation the intermediary expects to receive in connection with the group annuity contract you purchase and about compensation he or she would have received on any alternative quote(s) presented to you.

## Additional disclosures

**Fiduciary responsibility:** In making the investments under our products available, we are not acting as a fiduciary of your plan. The Plan Sponsor or its delegate is responsible for selecting the investment options for the Plan, including the investment options to which Plan assets are mapped. When performing our non-discretionary administrative services for the Plan, we act only in the capacity of a service provider and not in any fiduciary capacity. The Plan Sponsor is responsible for appointing an Administrator who has discretionary authority in the administration of the Plan.

**GIA/SAGIC market value adjustment:** If your plan invests in the GIA or SAGIC and you later completely or partially terminate your group annuity contract, your plan will receive the market value (also sometimes called the liquidation value) of its investment instead of the book value that is reported on participant statements while the contract is active. The market value for the GIA is determined by a formula contained in the contract, which is designed to reflect the value of the underlying general account assets in the current market for fixed income investments. The market value for the SAGIC equals the value of the underlying separate investment account assets. In both the GIA and the SAGIC, the market value may be more or less than the book value of your contract's interest, which means that upon partial or full contract termination, a participant's account balance in these investment options (which is normally book value) may be either increased or decreased. While the contract is in force, participant directed transfers and distributions from the GIA or SAGIC do not trigger a MVA.

**GIA rate establishment:** A Guaranteed Interest Rate is an effective annual rate of interest credited at its equivalent daily rate to amounts in the GIA as of the close of business daily. MassMutual will establish the Guaranteed Interest Rate on a semi-annual basis. For single-rate pooled Agreements, the initial Guaranteed Interest Rate is determined by the Guaranteed Interest Rate in effect on the plan's service start date at MassMutual. For individually-rated Agreements, the initial Guaranteed Interest Rate is determined by the rate quoted in the proposal and subject to the 90-day proposal guarantee period.

MassMutual will also establish a minimum interest rate that will apply for the duration of the agreement (the "Agreement floor rate"). The Agreement floor rate is formula-based using the National Association of Insurance Commissioners (NAIC) calculation method. It is based on the six month average of the five-year constant maturity treasury rate as published by the Federal Reserve, less 0.75%, rounded to the nearest multiple of 0.05%. The Agreement floor rate calculation is subject to a minimum of 1.00% and a maximum of 3.00%. The Agreement floor rate is determined using the rate in effect on the plan's service start date for single-rate pooled and individually-rated Agreements.



MassMutual. We'll help you get there.®

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RSG641 1015

C:36797-00

# Cost and disclosure

## City of Midwest - Plan Pricing

Administrative Services Revenue 0.31%

### Additional Plan Specific Revenue Requested

Payment to Your Financial Advisor<sup>1</sup> + 0.10%

**Administrative Services Revenue plus Additional Revenue Requested<sup>2</sup> 0.41%**

## Assumptions About Your Plan

Plan Type	401(a) / 457(b) Plan
Service Model	Bundled
Platform	Mutual Fund
Total Number of Retirement Plans	1
Total Plan Assets	\$13,541,455
Total Annual Gross Contributions	\$675,000
Total Participants with Balances	230

We'll help you get there:



1 of 4

# Cost and disclosure

## Proposal Assumptions

Days of First Year Employee Meetings	Unlimited <sup>3</sup>
Guaranteed Interest Account (GIA) Credit <sup>4</sup>	0.02%
Cost Included for Fiduciary Assure 3(21) Program*	0.02%

Compensation to Your Financial Advisor	First Year	Subsequent Years
Flat Dollar Amount	\$0	\$0
Percentage of Plan Deposits	0.00%	0.00%
Percentage of Plan Assets	0.10%	0.10%

This proposal may be subject to revision if the assumptions made are inaccurate and after a more detailed review of your plan document and other current records and after you make your investment mapping elections and select the plan administrative services you will receive.

\*See 'Services, Fees and Compensation under the Fiduciary Assure Program' at the end of this proposal for more information.

We'll help you get there:



# Cost and disclosure

## Transactional Fees & Optional Services

New Loan Initiation Fees	\$125 per Loan
Loan Maintenance	\$0
Distributions (591/2, Terms, & Partials)	\$40 per Distribution

We'll help you get there:



# Cost and disclosure

## Endnotes

### 408(b)(2) Plan Sponsor Fee Disclosure

#### Administrative Services Revenue

Investment Revenue	0.00%
Asset Charge	0.41%
Per Participant Charge	0.00%
Flat Charge	0.00%
<b>Total Administrative Services Revenue</b>	<b>0.41%</b>
Less Payment to Your Financial Advisor	0.10%
Less Plan Expense Reimbursement Account	0.00%
<b>Net Administrative Services Revenue</b>	<b>0.31%</b>
Less Cost for Participant Services <sup>5</sup>	0.09%
Less Cost for Plan Sponsor Services <sup>5</sup>	0.13%
<b>Cost for Recordkeeping Services as defined by 408(b)(2)<sup>5</sup></b>	<b>0.09%</b>

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.

This proposal provides estimates of the expenses that would be incurred by your plan and the revenue that MassMutual Retirement Services (MMRS) would receive as compensation for the services it provides to your plan. These estimates are calculated based on information listed above and the assumption that the plan assets, investment allocations and investment expenses remain constant. Because the size of your plan, the plan's asset allocations and the investment expense ratios will change over time, the actual expenses of the plan and MMRS administrative services revenue will vary.

Please read the endnotes below for additional information about the information presented in this proposal.

1. Payment to Your Financial Advisor is based on the compensation schedule on the Proposal Assumptions page, provided that if the first year and subsequent year compensation payments are different, the amount disclosed on the Plan Pricing page will be an estimate of the compensation that will be paid to your advisor over an extended time period, determined by amortizing the first year payment over such extended time period and adding that amount to the subsequent year payment. Hard dollar payments, if any, are converted to a percentage based on the applicable payment schedule and the total plan assets. Basis Point compensation is not paid on non-Smart Architecture investment options (please refer to proposal for a description of Smart Architecture) paying less than 20bp of revenue. Your Financial intermediary may also receive other forms of compensation from us. Please read the section entitled "Forms of Intermediary Compensation" for additional information.

2. Administrative Services Revenue and Additional Plan specific Revenue Requested is made up of revenue from investments, the asset charge, per participant charge, and flat charge (with dollar cost items, if any, converted to a percentage based on the applicable expense schedule and the total plan assets). This target revenue excludes the Administrative Services Revenue from the SAGIC Asset Based Fee and transaction expenses, such as distribution check charges, and fees for optional services (see list of services in the Plan Administrator's guide attached to the "Understanding Your Plan's Services and Related Fees" brochure).

3. MMRS provides unlimited enrollment meetings provided there is a minimum of 20 attendees per day.

4. A quote has been requested that includes the GIA investment option for your plan. A GIA Credit is available from our investment revenue to offset a portion of the cost of administrative services for your plan. This GIA Credit has been applied to reduce the Cost of Servicing Your Plan. If the GIA is not selected as an investment option or if the allocation to the GIA falls below 90% of the original GIA allocation, MMRS reserves the right to reduce or eliminate the GIA Credit. If the GIA Credit is reduced or eliminated, an additional amount may need to be collected to make up the difference.

5. The Net Annual revenue for Administrative Services is allocated among up to three categories of Services depending on your service model - Participant Services (30%), Plan Sponsor Services (40%) and Recordkeeping Services (30%). If this allocation process does not result in whole numbers, then the numbers will be rounded based on conventional rounding principles and if rounding results in the total of the applicable categories not equaling the Net Annual Revenue for Administrative Services, then the allocation to the Plan Sponsor Services will be adjusted as necessary. The services within each category are listed in the Understanding Your Plan's Services and Related Fees brochure. The percentage of the Net Annual Revenue for Administrative Services that is allocated to each of the applicable categories of services is consistent with an independent, third-party market research study of defined contribution plan service providers and MassMutual's internal expense allocation analysis. The third-party study analyzes the costs associated with administering and providing recordkeeping services to plans and the revenue derived from offering these retirement services in comparison to averages and ranges of organizations of similar size and servicing similar market segments.

We'll help you get there.®





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  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

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To: Honorable Mayor and Council

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

Date: April 26th, 2016

Subject: Discussion and consideration of approving Change Order No. 1 to the contract with MTZ Construction increasing the original contract amount by \$20,000, making the new contract total \$145,078.50 for the North Oaks Phase III Cul De Sac, North Oaks Addition Paving Project.

The subject change order is for additional materials and design elements used to conclude the North Oaks Phase III Cul De Sac, North Oaks Addition paving project. The original bid for the project contained additional alternate material costs for stamped concrete, landscaping, and additional quantities for work on the project. This part of the project would be completed only if it fit within the project budget. After receiving bids for this project, these additional alternate items should have been included in the original contract agreement, but were not.

All additional work done to complete this project was done using the line item, unit bid prices submitted in the contractor's original bid and are within the project's budget.

Staff recommends approval of the change order.

Patrick Menefee, P.E.  
City Engineer

**CHANGE ORDER**

Order No. 1  
Date: April 26th, 2016

PROJECT : North Oaks Phase III Cul De Sac, North Oaks Addition Paving Project

OWNER : City of Midwest City

CONTRACTOR : MTZ Construction.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Additional quantities to complete the project.

Change to CONTRACT PRICE:	\$ 20,000.00
Original CONTRACT PRICE:	\$125,078.50

The new CONTRACT PRICE including this CHANGE ORDER will be: \$145,078.50

Change to CONTRACT TIME: None

Approvals Required:

Requested by: \_\_\_\_\_  
Contractor

Recommended by: \_\_\_\_\_  
Patrick Menefee

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
CITY ATTORNEY

Approved by the Mayor and Council of the City of Midwest City, Oklahoma, this \_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



**Information Technology**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1374  
Fax 405.869.8602

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: April 26, 2016

SUBJECT: Discussion and consideration of terminating the contract with Insight, Inc. for analysis and reduction of telephony and data telecom expenses

As you may recall, the City entered into an agreement on May 12, 2015 with Insight, Inc. for analysis and reduction of telephony and data telecom expenses. Due to lack of performance, we recommend finding another vendor to perform these services. We are currently interviewing other reputable providers for these services.

Staff recommends approval.

Ryan Rushing, Information Technology Director

Attachments





**Mayor**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: 405.739.1209  
Fax: 405-739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Jerry and JoAnne Whisenhunt, Insight Inc.  
FROM: Matthew D. Dukes, II, Mayor  
DATE: April 26, 2016  
SUBJECT: Termination of Contract

As per the conditions of your contract with the City of Midwest City, this letter shall serve as notice of termination of the contract on May 27, 2016. This 30-day notice satisfies the legal requirements of the agreement.

The City greatly appreciates your service. If you have any questions you can contact me at 405-739-1209 or email me at [Mayor@MidwestCityOK.org](mailto:Mayor@MidwestCityOK.org).

Matthew D. Dukes, II, Mayor



**Information Technology**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1374  
Fax 405.869.8602

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: April 26th, 2016

SUBJECT: Discussion and consideration of passing and approving a resolution authorizing the purchase and installation of microwave data equipment under Oklahoma County's 2015-16 contract with Cutter Networks, Inc.

Currently, the city has high speed data connections from City Hall to the PWA complex provided by City owned optical fiber cable. Other city locations have low speed service connections which have a monthly cost and have reached maximum capacity. Staff has developed a plan to upgrade these circuits with high speed microwave service which will improve data service for Animal Welfare, Fire Station 2, Fire Station 3, Fire Station 4, Fire Station 5, Neighborhoods In Action, Police Investigations, Waste Water Plant, Water Plant, Welcome Center and the Clock Tower.

Quotes for the microwave data equipment were obtained from multiple vendors. However, under the provisions of Section 2-118 of the Midwest City Code, which states, "Every contract for purchase of supplies, materials or equipment exceeding twenty-five thousand dollars (\$25,000.00) shall be purchased from the lowest and best bidder after due notice inviting bids by this city **or any other political subdivision in the state with similar or more stringent bidding requirements . . .**," the best pricing found was by using the Oklahoma County contract which was bid August of 2015 for a twenty-nine (29) percent discount of list price. The cost of the microwave equipment using the vendor on the Oklahoma County contract CW16067 is \$63,092.28.

Staff recommends approval.

Ryan Rushing, Information Technology Director

Attachments

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF MICROWAVE DATA EQUIPMENT UNDER OKLAHOMA COUNTY'S 2015-2016 CONTRACT WITH CUTTER NETWORKS, INC.**

**WHEREAS**, it is necessary that the City of Midwest City purchase microwave data equipment including wireless and various other networking equipment; and

**WHEREAS**, Oklahoma County, after providing ample opportunity for competitive bidding as required by Oklahoma County's Purchasing and Bid Regulations and the City of Midwest City's Charter, awarded a contract for microwave data equipment to Cutter Networks, Inc. for fiscal year 2015-2016; and

**WHEREAS**, Cutter Networks, Inc. is a reputable and stable company that can provide reliable equipment needed by the City of Midwest City; and

**WHEREAS**, Cutter Networks, Inc. has indicated a willingness to charge the City of Midwest City the same or a lower price for microwave equipment it purchases and their installment as is charged to Oklahoma County for similar equipment;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Midwest City:

1. That it accepts and adopts Oklahoma County's bid for microwave data equipment under the same terms and conditions;
2. That the City of Midwest City hereby awards the bid for microwave data equipment for fiscal year 2015-2016 to Cutter Networks, Inc.; and
3. That, it being immediately necessary for the preservation of the peace, health and safety of the City of Midwest City and its inhabitants, this resolution shall take effect and be in full force from and after its passage as provided by law.

PASSED and APPROVED by the City of Midwest City this 26<sup>th</sup> day of April, 2016.

CITY OF MIDWEST CITY

\_\_\_\_\_  
Matthew D. Dukes, II, Mayor

ATTEST:

\_\_\_\_\_  
Sara Hancock, City Clerk

APPROVED as to form and legality this 26<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
KATHERINE BOLLES, City Attorney



Cutter Networks Inc.  
P.O. Box 8022  
Madeira Beach, FL 33738-8022

# Quotation

Quote Number:  
487786a

www.bestdatasource.com

Voice: 727-398-5252  
Fax: 727-397-9610

Quote Date:  
Apr 8, 2016

Page:  
1

**Quoted to:**

Midwest City  
Attn: Accounts Payable  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Customer ID	Good Thru	Payment Terms	Sales Rep
MIDWESTCITYOK	5/8/16	Net 30 Days	Mark Rice

Quantity	Item	Description	Unit Price	Extension
10.00	AIRMUX400HODUF49FEX	5 each 4.9 GHz links - Ethernet only AIRMUX-400H/ODU/F49F/EXT AIRMUX-400H ODU, CONNECTORIZED FOR EXTERNAL ANTENNA	1,629.45	16,294.50
10.00	AIRMUX-IDUH/2ETH/HP	IDU-H, 2 X ETHERNET PORTS, 1000 BASET INTERFACE AND 2 X SFP PORTS, SUPPORTS 6 RADIOS	553.80	5,538.00
10.00	AIRMUX-PS-H-AC/ACUS	IDU-H AC POWER ADAPTOR (90-240VAC TO 48VDC) FOR IDU-H, US AC PLUG	156.91	1,569.10
10.00	AM400ANT285260DISH	AIRMUX-400-ANT/28/5260/DISH Dish 2ft, dual polarization, gain 28dBi, 4.9-6.6GHz (No Radome)	440.20	4,402.00
20.00	AIRMUX-OUTDOOR-LPU	AIRMUX-LIGHTNING-PROTECTION Airmux Lightning protection device	89.46	1,789.20
10.00	CBL-AIRMUX-UTP/100	Airmux-200 Cable, UTP, 100 Meter	154.07	1,540.70
4.00	AIRMUX400HODUF58FEX	2 each 5.8 GHz links - Ethernet only AIRMUX-400H/ODU/F58F/EXT	1,267.35	5,069.40

Prices are in U.S. Dollars and do not include shipping or taxes unless specifically noted. Any returns of non-defective equipment must be approved and returned within 20 days of the date of invoice in un-opened manufacturer's cartons to minimize restocking fees. Returns without a prior approval will not be accepted. All product warranties are that extended by the manufacturer on new equipment and is 90 days for refurbished equipment unless otherwise stated.

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>Total</b>	Continued



Cutter Networks Inc.  
P.O. Box 8022  
Madeira Beach, FL 33738-8022

# Quotation

Quote Number:  
487786a

www.bestdatasource.com

Voice: 727-398-5252  
Fax: 727-397-9610

Quote Date:  
Apr 8, 2016

Page:  
2

**Quoted to:**

Midwest City  
Attn: Accounts Payable  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Customer ID	Good Thru	Payment Terms	Sales Rep
MIDWESTCITYOK	5/8/16	Net 30 Days	Mark Rice

Quantity	Item	Description	Unit Price	Extension
4.00	AIRMUX-400H ODU, CONNECTORIZED FOR EXTERNAL ANTENNA	AIRMUX-400H ODU, CONNECTORIZED FOR EXTERNAL ANTENNA		
4.00	AIRMUX-IDUH/2ETH/HP	IDU-H, 2 X ETHERNET PORTS, 1000 BASET INTERFACE AND 2 X SFP PORTS, SUPPORTS 6 RADIOS	553.80	2,215.20
4.00	AIRMUX-PS-H-AC/ACUS	IDU-H AC POWER ADAPTOR (90-240VAC TO 48VDC) FOR IDU-H, US AC PLUG	156.91	627.64
4.00	AM400ANT285260DISH	AIRMUX-400-ANT/28/5260/DISH Dish 2ft, dual polarization, gain 28dBi, 4.9-6.6GHz (No Radome)	440.20	1,760.80
8.00	AIRMUX-OUTDOOR-LPU	AIRMUX-LIGHTNING-PROTECTION Airmux Lightning protection device	89.46	715.68
4.00	CBL-AIRMUX-UTP/100 Comment:	Airmux-200 Cable, UTP, 100 Meter 2 each 11 GHz links - Ethernet only	154.07	616.28
2.00	I1HUT05LA	SAF CFIP Lumina 11 GHz, 1xOPT, 1xEL, Single-Mode, HP, Band A Low	3,750.00	7,500.00
2.00	I1HUT05HA	SAF CFIP Lumina 11 GHz, 1xOPT, 1xEL,	3,750.00	7,500.00

Prices are in U.S. Dollars and do not include shipping or taxes unless specifically noted. Any returns of non-defective equipment must be approved and returned within 20 days of the date of invoice in un-opened manufacturer's cartons to minimize restocking fees. Returns without a prior approval will not be accepted. All product warranties are that extended by the manufacturer on new equipment and is 90 days for refurbished equipment unless otherwise stated.

Subtotal	Continued
Sales Tax	Continued
Freight	
<b>Total</b>	Continued



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Midwest City  
Attn: Accounts Payable  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Customer ID	Good Thru	Payment Terms	Sales Rep
MIDWESTCITYOK	5/8/16	Net 30 Days	Mark Rice

Quantity	Item	Description	Unit Price	Extension
4.00	C1WA60N17D05	Single-Mode, HP, Band A High Andrew 10/11 GHz, 2ft, HP, Single-Pol, Low Profile Parabolic Antenna	564.35	2,257.40
4.00	I0ATPS04	CFIP GE PoE Hermetic Splitter, Cable Kit	450.00	1,800.00
4.00	I0ATPI24	SAF Tehnika - CFIP Power over Ethernet indoor injector with surge protection, Gigabit Ethernet, DC-DC Upconverter 24-56VDC switchable	264.71	1,058.84
4.00	I0AB4809	AC/DC Power Supply for Lumina, Phoenix	132.35	529.40
2.00	CBL-AIRMUX-UTP/100	Airmux-200 Cable, UTP, 100 Meter	154.07	308.14
		UPS Ground shipping at no charge		

Prices are in U.S. Dollars and do not include shipping or taxes unless specifically noted. Any returns of non-defective equipment must be approved and returned within 20 days of the date of invoice in un-opened manufacturer's cartons to minimize restocking fees. Returns without a prior approval will not be accepted. All product warranties are that extended by the manufacturer on new equipment and is 90 days for refurbished equipment unless otherwise stated.

Subtotal	63,092.28
Sales Tax	
Freight	
<b>Total</b>	<b>63,092.28</b>

**OKLAHOMA COUNTY  
CENTRAL PURCHASING**



**INVITATION TO BID/  
REQUEST FOR PROPOSAL**

<p><b>Solicitation Number: CW16067, Microwave Data Communications</b>  <b>Contract Period: Date of Award through July 31, 2016</b>  <b>Solicitation Type:</b>  RFP <input type="checkbox"/> ITB <input checked="" type="checkbox"/> Multi-Step <input type="checkbox"/></p> <p><b>Issue Date: August 10, 2015</b>  <b>Bid Due Date/Time: September 2, 2015@ 9 a.m. CDT</b></p>	<p><b>RETURN BIDS TO:</b>  <b>Oklahoma County  Central Purchasing</b>  <b>320 Robert S. Kerr, Suite 117</b>  <b>Oklahoma City, Oklahoma 73102</b>  (See Submission Procedures Section D-1 of the Purchasing and Bid Regulations Section)</p>
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<p>Purchasing Officer/Agent: Linda Hollingsworth, CPO  Phone Number: 405-713-1488      Email: <a href="mailto:lhollingsworth@oklahomacounty.org">lhollingsworth@oklahomacounty.org</a></p>
--

<p>Bidder's FEI/SSN: _____  Company: _____  Address: _____  _____  Contact name : _____  Phone Number: _____ Fax No. _____  Email Address: _____</p>	<p><b>SHIP TO ADDRESS/PLACE OF PERFORMANCE:</b></p> <p style="font-size: 1.2em;"><b>Sheriff's Office  Countywide</b></p>
--	--

**THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED**

AFFIDAVIT: I, the undersigned of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County Official or employee as to quantity, quality or price in the prospective contract or any other terms of said prospective contract; or in any discussions between bidders and any County Official concerning exchange of money or thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of Oklahoma County (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

No person, firm or corporation who is convicted of or pleads guilty to a felony involving fraud, bribery, corruption or sales to the State or to any of its political subdivisions may make sale of real or personal property to Oklahoma County.

Affiant further states that full payment shall be made of all indebtedness incurred by such contractor or his subcontractor who performs work in performance of any contract using labor, and or materials or repairs to and parts for equipment used and consumed in performance of a contract with Oklahoma County. False execution of this affidavit shall constitute perjury and is punishable as provided by law.

Bidder's Name (Type or Print): \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires \_\_\_\_\_

**OKLAHOMA COUNTY  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID & REQUEST FOR PROPOSAL**

1. **Explanation to Bidders.**  
Bidders who need clarification shall contact the Central Purchasing officer or agent shown on the ITB/RFP. Oral explanations or instructions given before award of a contract will not be binding. Any information given a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would preclude other bidders.
2. **Type of Contract.**  
This is a firm fixed price contract for the supplies/services specified.
3. **Preparation of Bids.**
  - a. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
  - b. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, notarized with original signatures. Penciled bids, faxed or emailed bids will not be accepted. The person signing the bid shall initial erasures or other changes.
  - c. Unit price shall be entered on the form provided or a copy thereof.
  - d. If supplier wishes to bid "all or none" this must be clearly shown on the bid.
  - e. Recipients of this solicitation not responding with a bid shall return only the front sheet annotated with "no bid", their company name and address.
4. **FOB Destination and Shipping Instructions.**
  - a. Unless otherwise specified, all goods are to be shipped pre-paid, F.O.B. Destination. F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The County assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.
5. **Delivery.**  
For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Agent or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
6. **Changes.**  
No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Agent or appropriate Purchasing Officer.
7. **Amendments to Invitation to Bid.**
  - a. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
  - b. Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form. Central Purchasing must receive the acknowledgement by the opening time and date specified for receipt of bids.
8. **Rejection.**  
All goods or materials purchased herein are subject to approval by the end user. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the Vendor's risk and expense.
9. **Oral Agreements.**  
No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Department.
10. **Bid Compliance.**  
The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the County.



**OKLAHOMA COUNTY  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID & REQUEST FOR PROPOSAL  
CONTINUED**

**11. Evaluation and Award.**

- a. The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statute Title 19, Section 1505.
- b. Acquisition based on lowest and best criteria which includes but not limited to the operational cost the County, quality and/or technical competency, delivery and/or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.
- c. The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- d. The County reserves the right to accept by item, group of items or by the total bid.
- e. The County may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

**12. Notice of Award.**

A notice of award letter signed by the Oklahoma County Commissioners will be furnished to each successful bidder and shall result in a binding contract. The award notice is ONLY a notice to the successful bidder(s). The bidder must contact the Department listed for order information. No order may be placed without a purchase order being issued by Oklahoma County.

**13. Invoicing Instructions.**

- a. The invoice shall state the name and address of the vendor and must be sufficiently itemized to clearly describe each item purchase, the unit price when applicable, the number or volume of each item purchased, the total price, the total purchase price, purchase order number, and the date of the purchase.
- b. The vendor shall be paid upon submission of proper invoices to the ordering department at the prices stipulated on the bid/contract. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
- c. Oklahoma County payment terms are Net 30 days from receipt of invoice.

**14. Identification.**

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

**15. Prompt Payment Discounts.**

Discounts for prompt payment will not be considered in the evaluation of bids. However, any discount offered will be annotated on the award and may be taken if payment is made with the discount period.

**16. State and Federal Taxes.**

Purchases by the County are not subject to any sales tax or federal excise tax. Exemption certificates will be furnished upon request.

**17. Warranty.**

- a. The successful bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services; and rights and remedies provided herein are in addition to and do not limit any rights afforded to Oklahoma County by any other term of this contract.
- b. Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed except that if a particular purpose is stated, the material must then be fit for that particular purpose.

**18. Brand Name or Equivalent**

When a brand is named in the solicitation it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired, unless the term "Brand Name Only" is used in conjunction with the line item(s) in which case only that brand name will be accepted. Brands of equal quality, performance, and use shall be considered, provided vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand, which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to reject the bid.

- 19. Usage Reports:** Awarded vendors must submit quarterly usage reports. Reports shall provide the total dollar amounts sold to all Oklahoma County departments. Reports shall be submitted quarterly regardless of quantity. Usage reports shall be delivered to Oklahoma County Purchasing Department, 320 Robert S. Kerr, Suite 117, Oklahoma City, OK 73102, within 30 calendar days upon completion of performance quarter period cited below. Contract quarterly reporting periods shall be as follows:

**OKLAHOMA COUNTY  
GENERAL TERMS AND CONDITIONS  
INVITATION TO BID & REQUEST FOR PROPOSAL  
CONTINUED**

January 1 through March 31  
April 1 through June 30  
July 1 through September 30  
October 1 through December 31

Failure to provide usage reports may result in cancellation or suspension of contract.

\*\*\*Usage reports apply only to county-wide contracts.

20. **No Conflicts Provision:** The Contractor, by signing this bid/proposal, hereby represents and warrants that the Contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, AND ALL SUCH CONTRACTS IN VIOLATION OF SUCH RESOLUTION SHALL BE ABSOLUTELY VOID; provided, however, the following shall not be in violation of such Resolution: **(a)** contracts entered into by the Board with publicly held corporations; or **(b)** contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the office of the District Attorney; **(c)** the depositing of funds or contracts for the depositing of funds in a bank or other depository; or **(d)** contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.
21. **Construction Project Bid Requirements: (Construction Contracts Only)** The Contractor, by signing this bid/proposal hereby represents and warrants that the Contractor is in compliance with Oklahoma State Statute Title 61 Section 107 paragraphs A-D.
- A. A bidder on a public construction contract exceeding Fifty Thousand Dollars (\$50,000.00) shall accompany the bid with:
1. A certified check, cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the awarding public agency as a guaranty; or
  2. An irrevocable letter of credit containing terms the Construction and Properties Division of the Department of Central Services prescribes, issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in an amount equal to five percent (5%) of the bid. The awarding public agency shall deposit the irrevocable letter of credit with the Division.
- B. The cost of republication of the notice to bidders, actual expenses incurred by reason of the bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the certified check, cashier's check, bid bond or irrevocable letter of credit may, at the discretion of the awarding public agency, be forfeited to the awarding public agency in the event the apparently successful bidder fails to execute the contract or fails to provide the required bonds or irrevocable letters of credit and insurance to the awarding public agency.
- C. The public agency shall, upon receipt of notice from the awarding public agency, return a certified or cashier's check, bid bond, or irrevocable letter of credit to the successful bidder on execution and delivery of the contract and required bonds or irrevocable letters of credit and insurance. Checks of unsuccessful bidders shall be returned to them in accordance with the terms of the bid solicitation.
- D. Nothing contained herein shall be construed so as to prevent the awarding public agency or the courts from exonerating the bidder and other parties to the bid security document from liability upon a timely showing that the bidder committed what the courts have determined under the common law to be an excusable bidding error and for that reason it would not be equitable to enforce the bid security.

22. **Execution of Contract (Construction Contracts Only as required by law):**

A. Except as otherwise provided by law, within the period of time, not to exceed sixty (60) days, specified in the bid notice by the awarding public agency, a contract embodying the terms set forth in the bidding documents shall be executed by the awarding public agency and the successful bidder. No bidder shall obtain any property right in a contract awarded under the provisions of the Public Competitive Bidding Act of 1974 until the contract has been fully executed by both the bidder and the awarding public agency.

B. Except as otherwise provided by law, within the period of time specified in subsection A of this section, the following shall be provided by the contractor to the awarding public agency for contracts exceeding Fifty Thousand Dollars (\$50,000.00):

1. A bond or irrevocable letter of credit complying with the provisions of Section 1 of this title;
  2. A bond in a sum equal to the contract price, with adequate surety, or an irrevocable letter of credit containing terms prescribed by the Construction and Properties Division of the Department of Central Services issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to ensure the proper and prompt completion of the work in accordance with the provisions of the contract and bidding documents;
  3. A bond in a sum equal to the contract price or an irrevocable letter of credit containing terms as prescribed by the Division issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation for the benefit of the state, on behalf of the awarding public agency, in a sum equal to the contract price, to protect the awarding public agency against defective workmanship and materials for a period of one (1) year after acceptance of the project; and
  4. Public liability and workers' compensation insurance during construction in reasonable amounts. A public agency may require the contractor to name the public agency and its architects or engineers, or both, as an additional assured under the public liability insurance, which requirement, if made, shall be specifically set forth in the bidding documents.
- C. A single irrevocable letter of credit may be used to satisfy paragraphs 1, 2 and 3 of subsection B of this section, provided such single irrevocable letter of credit meets all applicable requirements of subsection B of this section.

If the contractor needs additional time in which to obtain the bond required pursuant to subsection B of this section, the contractor may request and the awarding agency may allow the contractor an additional sixty (60) days in which to obtain the bond.

- D. 1. After the award of a contract, but prior to its execution, an awarding public agency, upon discovery of an administrative error in the award process that would void an otherwise valid award, may suspend the time of execution of the contract. The agency may rescind the award and readvertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.
2. If the awarding public agency has a governing body, the agency shall, at the next regularly scheduled public business meeting of the governing body of the agency, upon the record, present to the governing body that an error has been made in the award process and shall state the nature of the error. The governing body, upon presentation of the facts of the error, may rescind the award and readvertise for bids, or may direct correction of the error and award the contract to the lowest responsible bidder, whichever shall be in the best interests of the state.

E. No public agency shall require for any public construction project, nor shall any general contractor submit a project bid based on acquiring or participating in, any wrap-up, wrap-around, or controlled insurance program. For the purposes of this subsection, "wrap-up, wrap-around, or controlled insurance program" means any insurance program that has the effect of disabling or rendering inapplicable any workers' compensation, commercial general liability, builders' risk, completed operations, or excess liability insurance coverage carried by a subcontractor that is engaged or to be engaged on a public construction project.

F. This act shall not apply to the public construction projects of constitutional agencies which had authorized a wrap-up, wrap-around, or controlled insurance program on or before April 11, 2000.

## PURCHASING AND BID REGULATIONS

- A Vendors wishing to do business with the County should be included on the “Bidders List” maintained by the Purchasing Dept. All vendors are eligible for consideration.
- B Vendors wishing to be added to Oklahoma County’s “Bidders List” can subscribe via e-mail at [www.oklahomacounty.org](http://www.oklahomacounty.org).
- C Removal from “Bidders List”
  - 1 **Removal or Suspension.** The Purchasing Agent may remove any vendor on the “Bidders List” for such period of time as is deemed necessary by the Purchasing Agent.
  - 2 **Cause for Removal or Suspension.** The following shall be deemed sufficient grounds for removal, suspension or cancellation of contract.
    - a-- Three (3) consecutive failures to respond to the Notice to Bid.
    - b-- Failure to post satisfactory performance bond when required.
    - c-- Consistent failure to conform to contract specifications.
    - d-- Failure to make timely delivery.
    - e-- Failure to keep bid firm for the time specified on the Notice to Bid.
    - f-- Collusion with others to restrain competitive bidding.
    - g-- Bankruptcy or other evidence of insolvency of the bidder.
    - h-- Giving false or misleading information to register or to submit a bid.
    - i-- Any violation of these rules and regulations or other evidence indicating the vendor is no longer qualified to do business with the County.
  - 3 Notice of removal or suspension may be appealed in writing within five (5) working days after notice of removal or suspension.

### **BID PROCEDURES**

- A Bid selection. If no bids are received and a new bid is not issued, the County Purchasing Agent may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.
- B Formal requirements on bid form.
  - 1-- Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
  - 2-- This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all its provisions.
  - 3-- Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. **BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**
- C **Bid contents - Terms and Conditions**
  - 1 **Entire Agreement.** The General Terms & Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.
  - 2 **Amendments.** An amendment will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This amendment must be issued by the County Purchasing Department.
  - 3 **Offer Firm for Thirty Days.** Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.
  - 4 **Unit and Total Prices.** Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.
  - 5 **Items to be New.** Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.
  - 5 **Alternate Bids.** Alternate bids may be considered if accompanied by complete specifications and pertinent information.
  - 6 **Non-Acceptance of Split Award - “All or None Bid”.** The Board reserves the right to make an award to items or groups of items listed on a bid. If the vendor wishes to bid All or None this must be stated on the bid.

- 8 **Title and Risk or Loss.** Title to goods shall not pass from the vendor until such goods are received by the requesting departments receiving officer. Risk of loss prior to such receipt shall be borne by the vendor.
- 9 **Shipping Instruction.** Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping & delivery charges.
- 10 **Inspection and Rejection.** All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.
- 12 **Payment.** Payment by the County for goods received shall **not** constitute acceptance if subsequent events reveals latent defects or a failure to meet contract specification. Payment for a partial delivery shall **not** be deemed acceptance of undelivered goods.

**PURCHASING AND BID REGULATIONS CONTINUED**

- 13 **Exemption from Taxes.** Purchases made by the County are exempt from State Sales Taxes (68 Okla. Stat. 71&23532) and from Federal Excise Taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.
- 14 **Payment Terms.** Terms are to be such as to allow a minimum of net thirty (30) days for payments.
- 15 **Bid Security.** When a deposit is made by the bidder it is a guarantee that, should they be the successful bidder, they will enter into a contract in accordance with the terms and conditions specified.
  - a-- This security may be in the form of a certified check or cashiers check, a bid bond or performance bond.
  - b-- Bid security may be required for out-of-state bidders, service contract bidders and other special circumstances as needed by the County.
  - c-- When bids requiring security are opened, money will be deposited and a record will be kept by the Board of County Commissioners. All bidders will receive their deposit back after compliance by the successful bidder.

**D Submission Procedures**

- 1 **Sealed Envelope.** Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.

_____	
_____	
Bid # _____	OK County Purchasing 320 Robert S. Kerr Suite 117, OKC 73102
Date _____ Time _____	

- 2 **Where to Submit.** Bids are to be mailed or submitted to the Oklahoma County Purchasing Department, Suite 117, 320 Robert S. Kerr, Oklahoma City, OK 73102 between the hours of 8:00 AM and 5:00 PM (Central Local Time) Monday through Friday excluding County observed holidays.
- 3 **Change or Withdrawal of Bid.** A bid may not be changed or withdrawn after is has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Agent withdrawing a bid before the bid due date which will be returned to the vendor.
- 4 **Late Bids.** By definition local time is the time clock located in the Purchasing Department and is synchronized with the County's Computer System. The time/date stamp clock in the Oklahoma County Purchasing Department shall be the official time of receipt. Bids received after the due date & time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.

**E Grounds for Rejection**

- 1 Any bid which does not meet the requirements or specifications of the solicitation or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

**TERMINATION**

Subject to the provisions below, the contract award derived from this Invitation to Bid or Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

**1. Termination of Convenience**

This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

**2. Termination for Default**

Termination by the County for cause, default, or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

**3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the Contract shall be canceled, and the County will not be obligated to pay the Contractor for any amount past the date of notification of termination. The County shall have sole discretion to cancel said Contract base on non-appropriation of funds for whatever reason.

**4,Immediate Termination**

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 day notice.

## **Invitation to Bid CW16067**

### **Specifications**

**Bid Period: Date of Award through July 31, 2016**

#### **Purpose**

The purpose of this contract is to obtain an annual contract for Microwave Data Communications Equipment for all Oklahoma County departments for the specific brands listed below. The awarded vendor will be responsible for providing all Microwave Data Communications Equipment and all accessories produced by the manufacturer throughout the contract period. The awarded vendor shall base their pricing on the Manufacturers List Price less a discount to Oklahoma County. Oklahoma County is seeking bids for the following: Microwave Data Communications Equipment, including but not limited to:

1. Wireless LAN Equipment, UNII Bands Point to Point
2. Wireless LAN Equipment, Point to Point (other than UNII)
3. Wireless LAN Equipment, UNII Bands Point to Multi-Point
4. Wireless LAN Equipment, Point to Multi-Point (other than UNII)
5. Wireless LAN Equipment, 4.9Ghz Point to Point
6. Wireless LAN Equipment, Point to Point (other than 4.9Ghz)
7. Wireless LAN Equipment, 4.9Ghz Point to Multi-Point
8. Wireless LAN Equipment, Point to Multi-Point (other than 4.9 Ghz)
9. Ethernet 900 Mhz Point to Point
10. Ethernet 900 Mhz Point to Multi-Point
11. Microwave Antenna and Accessories
12. Ethernet Routers, 100/1000 baseT
13. TDM over IP (TDMoIP) Equipment
14. Multiplexer/Demultiplexer Equipment
15. Voice over IP (VoIP) Equipment
16. Diagnostic and System Monitoring System
17. Weatherproof Enclosures (NEMA)
18. External RF Power Amplifiers and Preamps
19. RF Filters
20. Power Supplies
21. Microwave Test Equipment
22. WiMAX Products
23. Control Over Ethernet Products
24. Channel Service Units

**Bidders must be an authorized dealer with each brand being bid. Bidder must provide a copy of dealer certification for each brand of equipment being bid with bid package. \*\*\*\*Failure to submit certification will result in rejection of bid.**

#### **Contract Pricing**

The County will award a contract for Microwave Data Communications Equipment as specified in the attached pricing schedules. Vendors shall base their pricing on the manufacturers' list price less a discount to Oklahoma County. Pricing shall be updated as manufacturers list (MLP) changes. The vendor shall notify the Purchasing Officer in writing /email of MLP changes as they occur and prior to updating their catalog. The County will periodically audit the pricing structure of each awarded vendor with the intent of ensuring a competitive pricing structure for all categories of this bid. If discrepancies are found the vendor will be responsible for immediate correction.

#### **Catalog Price List Distribution**

Contractors selected for award shall submit hard copies of their current catalog price list or a link to the website where the list may be obtained to the Purchasing Officer for distribution no later than 10 calendar days after receipt of award. It is also the contractor's responsibility to provide the Purchasing Officer with updated catalogs as new products become available.

#### **Price Adjustments**

Any price decrease effectuated during the contract period by reason of market change shall be passed onto Oklahoma County by notifying the Purchasing Officer with an updated list.

**Delivery**

Vendor shall state delivery time in the quotation section of this Invitation to Bid. This will be an evaluation factor.

**Warranty**

Vendor shall state warranty information on the quotation form. Vendor shall pay for shipping and handling costs for repairs covered under warranty. Warranty information will be an evaluation factor.

**Extended Warranty/Maintenance**

Vendor shall state extended warranty/maintenance information and provide terms and pricing.

**Evaluation Criteria:**

- Price: Each brand will be awarded to the bidder who bids the highest average percentage off the manufacturer list price on radios and accessories.
- Delivery
- Warranty
- Extended Warranty/Maintenance Agreement
- Certified Dealer



## Quotation Form

### 1. Wireless LAN Equipment, UNII Bands Point to Point

<b>Vendor Brand and Specifications</b>	<b>MLP less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc.	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communicatons	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLan	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

**2. Wireless LAN Equipment, Unlicensed microwave bands, Point to Point (other than UNII)**

<b>Vendor Brand and Specifications</b>	<b>MLP less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLan	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 3. Wireless LAN Equipment, UNII Bands Point to Multi-Point

Vendor Brand and Specifications	MLP less % Discount
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. Radio Shop Cellular	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLan	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

**4. Wireless LAN Equipment, Unlicensed microwave bands, Point to Multi-Point (other than UNII)**

<b>Vendor Brand and Specifications</b>	<b>MLP less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. LPN Wireless	%
5. Cutter Networks	%
6. Microwave Data Systems (MDS)	%
7. Data Radio Corp.	%
8. Linqiest Enterprises	%
9. Total Radio	%
10. Tesco Technology	%
11. Alvarion, Inc	%
12. Bridgewave Communications	%
13. HyperLink Technologies, Inc.	%
14. Multi-Tech Systems. Inc.	%
15. Radio Waves, Inc.	%
16. SkyPilot Networks, Inc.	%
17. Winncom Technologies	%
18. Altius Communicatons	%
19. Solectek	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLan	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 5. Wireless LAN Equipment, 4.9 Ghz Point to Point

<b>Vendor Brand and Specifications</b>	<b>MLP less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

**6. Wireless LAN Equipment, Point to Point (other than 4.9 Ghz.)**

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 7. Wireless LAN Equipment, 4.9 Ghz Point to Multi-Point

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

**8. Wireless LAN Equipment, Point to Multi-Point (other than 4.9 Ghz.)**

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%



### 9. Ethernet 900 Mhz. Point to Point

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 10. Ethernet 900 Mhz. Point to Multi-Point

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 11. Microwave Antenna and Accessories

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 12. Ethernet Routers, 100/1000 baseT

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 13. TDM over IP (TDMoIP) equipment

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

#### 14. Multiplexer/Demultiplexers equipment

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 15. Voice over IP (VoIP) equipment

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 16. Diagnostic and System Monitoring System

<b>Vendor Brand and Specifications</b>	<b><u>MLP Less % Discount</u></b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%



## 17. Weatherproof Enclosures

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 18. External RF Power Amplifiers and Preamps

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 19. RF Filters

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 20. Power Supplies

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 21. Microwave Test Equipment

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 22. WiMAX Products

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

### 23. Control Over Ethernet Products

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%

## 24. Channel Service Units

<b>Vendor Brand and Specifications</b>	<b>MLP Less % Discount</b>
1. RAD Data	%
2. Terabeam Wireless	%
3. Airaya	%
4. Microwave Data Systems (MDS)	%
5. Motorola	%
6. Proxim	%
7. Data Radio Corp.	%
8. Alvarion, Inc	%
9. Bridgewave Communications	%
10. HyperLink Technologies, Inc.	%
11. Multi-Tech Systems. Inc.	%
12. Radio Waves, Inc.	%
13. SkyPilot Networks, Inc.	%
14. Winncom Technologies	%
15. Altius Communications	%
16. Solectek	%
17. Adaptix Motion	%
18. BCM Communications	%
19. ControlbyWEB	%
20. Ubiquiti Networks	%
21. AirEther	%
22. Aventas, Inc.	%
23. SpeedLAN	%
24. HighGain	%
25. Berkeley Varitronic Systems (Test Equipment Only)	%
26. Perle	%
27. Moxa	%
28. Charles Industries	%



Delivery Time after Receipt of Order: \_\_\_\_\_

Warranty: (If other than manufacturer warranty): \_\_\_\_\_

Extended Warranty/Maintenance: Price per year-2015 \_\_\_\_\_

2016 \_\_\_\_\_

2017 \_\_\_\_\_

2018 \_\_\_\_\_

2019 \_\_\_\_\_

Shipping and Handling Costs: \_\_\_\_\_

**VENDOR MUST LIST ANY EXCEPTIONS TO BID SPECIFICATIONS:**

**It is the County's intent that this Invitation to Bid (ITB)/Request for Proposal (RFP) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for bids to close**

**While Oklahoma County intends to make an award to the lowest and best bidder(s), the various county departments will compare pricing as awarded on this bid to the Oklahoma Statewide contracts. If pricing and availability is determined to be of greater advantage to the department, the county reserves the right to purchase from that statewide vendor under the provisions of Oklahoma Statute Title 19 Section 1501. A. 3.para. 1 & m. Proper justification will be provided by the end user to the County Purchasing Department before issuance of the purchase order.**

**\*\*\* Questions and Answers:** Any questions pertaining to this bid must be submitted no later than 5:00 PM Central Daylight Time on August 21, 2015 **via fax, email, or mail.** Send questions to:

Oklahoma County Central Purchasing  
Attention: Linda Hollingsworth, CPO  
320 Robert S Kerr, Suite 117  
Oklahoma City, OK 73102  
Fax Number: 405-713-1488  
Email: [lhollingsworth@oklahomacounty.org](mailto:lhollingsworth@oklahomacounty.org)

	A	B	C
1		<p align="center"><b>CW16067</b>  <b>Microwave Data Equipment</b>  <b>Date of Award through July 31, 2016</b>  <b>Award Tabulation Sheet</b></p>	<p align="center">Cutter Networks Inc  PO Box 8022  Madeira Beach, FL 33738  Mark Rice  727.398.5252  mark@bestdatasource.com</p>
2			
3	1	Wireless LAN Equip., UNII Bands Point to Point	
4		<b>RAD Data</b>	<b>29%</b>
5			
6	2	Wireless LAN Equip., Unlicensed Bands Point to Point (Other than UNII)	
7		<b>RAD Data</b>	<b>29%</b>
8			
9	3	Wireless LAN Equip., UNII Bands Point to Multi-Point	
10		<b>RAD Data</b>	<b>29%</b>
11			
12	4	Wireless LAN Equip., Unlicensed Bands Point to Multi-Point (Other than UNII)	
13		<b>RAD Data</b>	<b>29%</b>
14			
15	5	Wireless LAN Equipment, 4.9 Ghz Point to Point	
16		<b>RAD Data</b>	<b>29%</b>
17			
18	6	Wireless LAN Equipment, Point to Point (Other than 4.9 Ghz)	
19		<b>RAD Data</b>	<b>29%</b>
20			
21	7	Wireless LAN Equipment, 4.9 Ghz Point to Multi-Point	
22		<b>RAD Data</b>	<b>29%</b>
23			
24	8	Wireless LAN Equipment, Point to Multi-Point (Other than 4.9 Ghz)	
25		<b>RAD Data</b>	<b>29%</b>
26			
27	9	Ethernet 900 Mhz. Point to Point	
28		<b>RAD Data</b>	<b>29%</b>
29			
30	10	Ethernet 900 Mhz. Point to Multi-Point	

	A	B	C
1		<p align="center"><b>CW16067</b>  <b>Microwave Data Equipment</b>  <b>Date of Award through July 31, 2016</b>  <b>Award Tabulation Sheet</b></p>	<p align="center">Cutter Networks Inc  PO Box 8022  Madeira Beach, FL 33738  Mark Rice  727.398.5252  mark@bestdatasource.com</p>
31		<b>RAD Data</b>	<b>29%</b>
32			
33	<b>11</b>	Microwave Antenna & Accessories	
34		<b>RAD Data</b>	<b>29%</b>
35			
36	<b>12</b>	Ethernet Routers, 100/1000 base T	
37		<b>RAD Data</b>	<b>29%</b>
38			
39	<b>13</b>	TDM over IP (TDMoIP) Equipment	
40		<b>RAD Data</b>	<b>29%</b>
41			
42	<b>14</b>	Multiplexer/Demultiplexers Equipment	
43		<b>RAD Data</b>	<b>29%</b>
44			
45	<b>15</b>	Voice over IP (VoIP) Equipment	
46		<b>RAD Data</b>	<b>29%</b>
47			
48	<b>16</b>	Diagnostic and Systems Monitoring System	
49		<b>RAD Data</b>	<b>29%</b>
50			
51	<b>17</b>	Weatherproof Enclosures	
52		<b>RAD Data</b>	<b>29%</b>
53			
54	<b>18</b>	External RF Power Amplifiers and Preamps	
55		<b>RAD Data</b>	<b>29%</b>
56			
57	<b>19</b>	RF Filters	
58		<b>RAD Data</b>	<b>29%</b>
59			
60	<b>20</b>	Power Supplies	
61		<b>RAD Data</b>	<b>29%</b>
62			
63	<b>21</b>	Microwave Test Equipment	
64		<b>RAD Data</b>	<b>29%</b>
65			

	A	B	C
1		<p align="center"> <b>CW16067</b>  <b>Microwave Data Equipment</b>  <b>Date of Award through July 31, 2016</b>  <b>Award Tabulation Sheet</b> </p>	<p align="center"> Cutter Networks Inc  PO Box 8022  Madeira Beach, FL 33738  Mark Rice  727.398.5252  mark@bestdatasource.com </p>
66	<b>22</b>	WiMAX Products	
67		<b>RAD Data</b>	<b>29%</b>
68			
69	<b>23</b>	Control Over Ethernet Products	
70		<b>RAD Data</b>	<b>29%</b>
71			
72	<b>24</b>	Channel Service Units	
73		<b>RAD Data</b>	<b>29%</b>
74			
75		<b>License Included:</b>	
76			
77		<b>Delivery Time ARO:</b>	Approximately 4 Weeks
78			
79			
80		<b>Warranty: (If other than Manufactures warranty)</b>	Manufacturers Warranty
81			
82			
83		<b>Shipping &amp; Handling Costs:</b>	None for UPS Ground
84			
85			
86		<b>Certification Enclosed for RAD Equipment</b>	Yes
87			
88			
89		<b>Extended Warranty:</b>	
90		<b>2015</b>	
91		<b>2016</b>	
92		<b>2017</b>	
93		<b>2018</b>	
94			
95		<b>Exceptions:</b>	
96			
97			
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100			
101			
102			



## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Community Services Director

DATE: April 26, 2016

SUBJECT: Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$22,250 to provide a fireworks production for the 4<sup>th</sup> of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2016.

In observance of the 2016 July 4<sup>th</sup> holiday, the City of Midwest City wishes to once again provide a fireworks production located in Regional Park as part of the Tribute to Liberty event. The event will be similar to last year, with live music and an evening finale of fireworks choreographed to patriotic music.

Western Enterprises provided an outstanding fireworks display during last year's Independence Day celebration at Joe B. Barnes Regional Park assisting staff in creating a festive atmosphere appealing to patrons of all ages.

Staff recommends approval.

---

Vaughn Sullivan  
Community Service Director

Attachment: Western Enterprises Agreement

# **FIREWORKS PRODUCTION CONTRACT**

1 of 2

1. This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and **CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL AUTHORITY**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2016**.
2. **SELLER** will secure, prepare, **design, deliver and stage** said fireworks as outlined in "Attachment A", or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.
3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safe handling or disposal of said material.
4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.
5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate.
6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS & NO/100 (\$22,250.00)** to be paid **within thirty (30) days after the date of the display**. Unpaid accounts are subject to one percent (1%) interest charge per month after **thirty** days.
7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, **the PURCHASER agrees to pay 30% of the contract amount (\$6,675.00) to the SELLER for expenses that have been incurred. This amount will be deemed as full payment for cancellation of the display.** It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

**FIREWORKS PRODUCTION CONTRACT**

**2 of 2**

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
**SELLER**

**CITY OF MIDWEST CITY**  
**PURCHASER**

BY: \_\_\_\_\_  
authorized agent

BY: \_\_\_\_\_  
Matthew D. Dukes. II, Mayor

**MIDWEST CITY MUNICIPAL AUTHORITY**  
**PURCHASER**

BY: \_\_\_\_\_  
Matthew D. Dukes. II, Chairman





**Information Technology**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1374  
Fax 405.869.8602

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: April 26, 2016

SUBJECT: Discussion and consideration of 1) declaring the various obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

The following equipment and peripheral devices are obsolete, defective or have been replaced.

Staff recommends approval

A handwritten signature in black ink, reading "Ryan Rushing", is written over a horizontal line. The signature is cursive and includes a large, stylized flourish at the end.

Ryan Rushing, Information Technology Director

<b>Computers</b>		
<b>IT Asset#</b>	<b>Serial</b>	<b>Model</b>
CIS682	6DQ1LM1	Optiplex 380
Dell PowerEdge 800 #1	5VYJM71	Dell PowerEdge 800
NHOOD628	87VRQL1	Optiplex 380
NIA377	DPZ7BB1	Optiplex GX620
NIA609	4L9R6J1	Vostro 1520
NIA610	4KWQ6J1	Vostro 1520
NIA611	4KVQ6J1	Vostro 1520
NIA612	C77JLK1	Vostro 1520
PD635	87SMQL1	Optiplex 380
PD673	6DP1LM1	Optiplex 380
<b>UPS's</b>		
<b>IT Asset#</b>	<b>Serial</b>	<b>Model</b>
1835	9803CY0SM713500310	Tripp*Lite SMART1500RMU2
1836	9724ALCSM669300476	Tripp*Lite SMART1500RMU2
<b>Other Miscellaneous Items</b>		
<b>IT Asset#</b>	<b>Serial</b>	<b>Model</b>
1831	82400067	Bogen VF-150
1832	8270095	BOGEN UT11
1833	002600144S	BOGEN GS-1
1834	91500365	Bogen VF-150
1837	1981676	Premier Technologies ISP 4408
1838	91500375	Bogen VF-150
1839	82400100	Bogen VF-150
1840	687531	Dictaphone 1GA000
1844	No Serial	Rohn 25G Tower
3000	10512450	KIP 3000
BOX1		Box of Miscellaneous
BOX2		Box of Miscellaneous



DISCUSSION ITEMS





The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
COMPREHENSIVE PLANNING  
Anais Starr, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

---

**To:** Honorable Mayor and Council

**From:** Billy Harless, Community Development Director

**Date:** April 26, 2016

**Subject:** (PC-1868) Discussion and consideration of approval of the Replat of Lot 1, Block 8 of The Orchard Addition, described as a part of the NW/4 of Section 12, T11N, R2W.

**Dates of Hearing:** Planning Commission – April 5, 2016  
City Council – April 26, 2016

**Owner:** 2300 S. Douglas LLC

**Applicant:** Cory Jenkins

**Proposed Use:** two (2) lots for office use

Staff received an e-mail on March 30, 2016 from the applicant requesting that this item be pulled from the planning commission and city council agendas.

No action by the Council is necessary.

---

Billy Harless, AICP  
Community Development Director

KG



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
Office: 405.739.1204/Fax: 405.739.1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: April 26, 2016

SUBJECT: Discussion and consideration of relocating the regular staff briefings of the Midwest City Council, Municipal Authority, Memorial Hospital Authority, and Economic Development Commission to the Council Chambers.

This item is on the agenda at the request of Mayor Dukes. Action is at the discretion of the Council.

J. Guy Henson, City Manager



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1204

**MEMORANDUM**

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: April 26, 2016

RE: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article II, City Council, by taking Section 2-17 out of reserve and entitling it, "Elected Official Accountability Act and Ethics Policy," which shall read as specified in this ordinance; and providing for repealer and severability.

---

This ordinance has been requested by Councilmember McClure. It precludes certain unethical behavior by councilmembers and establishes the punishment for any violation.

Action is at the Council's discretion.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson  
City Manager

Attachment

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 2, ADMINISTRATION, BY AMENDING ARTICLE II, CITY COUNCIL, BY TAKING SECTION 2-17 OUT OF RESERVE AND ENTITLING IT, "ELECTED OFFICIAL ACCOUNTABILITY ACT AND ETHICS POLICY," WHICH SHALL READ AS SPECIFIED IN THIS ORDINANCE; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

**ORDINANCE**

**SECTION 1.** That Chapter 2, Administration, Article II, City Council, of the Midwest City Code, is hereby amended by taking Section 2-17 out of reserve and entitling it, "Elected Official Accountability Act and Ethics Policy," which shall read as follows:

**"Sec. 2-17. Elected Official Accountability Act and Ethics Policy.**

"(a) Conflict of Interest. No member of the council shall receive any payments or gifts, other than those provided in the Charter or in the Code of Ordinances, for action or inaction in his/her elected capacity, nor shall any member of the council make, participate in making, or in any way attempt to use his/her official position to influence the making of any decision that s/he knows or should know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the member of the council or a member of his/her immediate family or on:

"(1) any business entity in which the councilmember has a direct or indirect interest;

"(2) any real property in which the councilmember has a direct or indirect interest; or

"(3) any business entity in which the councilmember is a director, officer, partner, trustee or employee, or holds any position of management.

"(b) Executive Session. No member of the council shall disclose confidential discussions occurring in executive session with anyone other than other councilmembers or invited staff/guests, nor shall any councilmember use any confidential information obtained in executive session or other privileged source for foreseeable material gain, distinguishable from its effect on the public generally, for the member of the council or a member of his/her immediate family or on:

"(1) any business entity in which the councilmember has a direct or indirect interest;

"(2) any real property in which the councilmember has a direct or indirect interest; or

"(3) any business entity in which the councilmember is a director, officer, partner, trustee or employee, or holds any position of management.

"(c) Elections. No member of the council or candidate for council shall receive more than an amount established by state law in monetary or in-kind

1 donations for each council election for which the member of council or candidate  
2 seeks office.

3 “(d) Violation. A violation of this section shall be a misdemeanor  
4 punishable upon conviction by a fine, the amount of which shall be \$\_\_\_\_\_. Any  
5 person convicted of a violation of this section shall immediately be removed from  
6 office and shall forever be disqualified from filing for or holding a city elective  
7 office.”

8 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
9 repealed.

10 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for  
11 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of  
12 the ordinance.

13 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on  
14 the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

15 CITY OF MIDWEST CITY, OKLAHOMA

16 \_\_\_\_\_  
17 MATTHEW D. DUKES, II, Mayor

18 ATTEST:

19 \_\_\_\_\_  
20 SARA HANCOCK, City Clerk

21 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

22 \_\_\_\_\_  
23 KATHERINE BOLLES, City Attorney





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1204

**MEMORANDUM**

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: April 26, 2016

RE: Discussion and consideration of establishing the Charter Review Committee, establishing the terms of the committee members and appointing members to serve on the committee. (This item was on the April 12, 2016 Council agenda under Further Information.)

---

This item is on the agenda at the request of Mayor Dukes to create a committee to review the City's charter.

Action is at the Council's discretion.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson  
City Manager



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
Office: 405.739.1204/Fax: 405.739.1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: April 12, 2016

SUBJECT: Discussion and consideration of authorizing staff to 1) prepare an agreement with Matrix Consulting Group for a Police Department Study and 2) prepare an agreement with Emergency Services Consulting International for a Fire Department Master Plan Study. (This item was on the April 12, 2016 Council agenda under Further Information.)

Staff solicited proposals to prepare a Police Department Study and Fire Department Master Plan Study. In that there are consultants who can perform both types of work, we allowed firms to respond for one or both studies. We felt good about the number and quality of the responses we received. The responses are available upon request. The following firms responded:

#### Police

- Alexander Wiess Consulting
- University of Cincinnati – Institute of Crime Sciences
- TriData LLC
- Emergency Preparedness Solutions and Consulting, LLC
- Emergency Services Consulting International (ESCI)
- Matrix Consulting Group

#### Fire

- Emergency Services Consulting International (ESCI)
- Matrix Consulting Group
- Emergency Preparedness Solutions and Consulting, LLC
- TriData LLC

The following City staff met and reviewed the responses:

#### City Staff Review Team

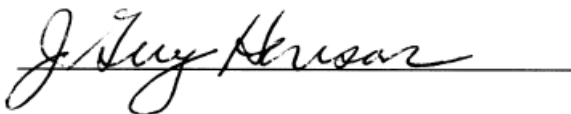
- Police Chief Brandon Clabes
- Fire Chief Bert Norton
- Fire Administrative Major David Richardson
- Emergency Management Manager Mike Bower
- Information Technology Director Ryan Rushing
- GIS Manager Kathy Spivey
- Assistant City Manager Tim Lyon
- City Manager Guy Henson

The City staff chose to interview Matrix Consulting Group and ESCI, both of which responded to the City's Request for Proposals for Police and Fire Studies. Upon completing the interviews, staff is recommending the Police Study be prepared by Matrix, who we felt was more experienced on the Police side; and that ESCI, who we felt was more experienced on the Fire side to prepare the Fire Master Plan. Chief Clabes and I discussed a modification to the scope of the Police Study, and so the price of the Matrix Police Study and their submission was modified, which I have also attached. I asked both chiefs to provide their thoughts on conducting these studies.

Chief Clabes' response is as follows: "In this current environment with more expectations in the area of public service and diminishing resources from a physical and financial perspective, it is incumbent upon management to predict where we are and where we want to go. The police staffing study will allow us to balance a customer service approach and traditional law enforcement through a detailed analysis of our work product. The study will produce an independent and non-biased customized strategy based on "best practices" throughout the nation while taking into consideration every aspect of the department from a local level. If there is a negative in the process, it would be the cost factor related to the proposal. I feel confident the Mayor and Council will make the best decision after evaluating all information."

Chief Norton's response is as follows: "Guy, looking at the possibility of doing a study will help us in the future. This study will be a third party evaluation of our department and where we are today as well as where we need to be in the future. We will be evaluated against national standards and in doing this we will know what are doing good and where we need to improve. If we are ever going to be interested in accreditation for the Fire Department this will guide us and help us to prepare for the process involved in getting accredited. This evaluation will look at our budget, staffing, and station location to name a few. This third party report will be able to serve as our road map for the Midwest City Fire Department in the future and how we plan for growth and to continue to meet the needs of the community and carry out the Mission Statement of the Fire Department."

In summary, the Police Study will cost \$68,000 and the Fire Master Plan will cost \$46,296. This was not included in this year's budget for either department. In reviewing the budget it would be my recommendation that funding for these two studies could come from the Disaster Relief Fund. A subsequent budget supplement would be necessary if we proceed with the agreements and they are approved.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, City Manager



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
office 405.739.1204

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: April 26, 2016

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(4), for the purpose of confidential communications between the Council and its attorney concerning a pending investigation, claim or action; and 2) in open session, authorizing action as appropriate based on the discussion in executive session.

---

Appropriate information will be provided in executive session.

A handwritten signature in black ink, appearing to read "J. Guy Henson", is written over a horizontal line.

J. Guy Henson, AICP/City Manager



FURTHER INFORMATION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
Office: 405.739.1204/Fax: 405.739.1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: April 26, 2016

SUBJECT: Discussion and consideration of passing and approving an ordinance amending Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, of the Midwest City Code, by amending Article II, Water, Division IV, Rates and Charges, Section 43-63, Water rates inside city; and providing for repealer and severability.

This ordinance amendment is on the agenda for consideration at the request of Mayor Dukes. It establishes a new water rate for school facilities within the corporate city limits of the City of Midwest City that will be half the rate set for commercial accounts. It is the goal of the Mayor to do this for only a year to address the schools financial situation. The ordinance will be effective until July 1, 2017.

Action is at the discretion of the Council.

J. Guy Henson, City Manager

Attachments



1 **ORDINANCE NO. \_\_\_\_\_**

2 **AN ORDINANCE AMENDING CHAPTER 43, WATER, SEWERS, SEWAGE DISPOSAL**  
3 **AND STORMWATER QUALITY, OF THE MIDWEST CITY CODE, BY AMENDING**  
4 **ARTICLE II, WATER, DIVISION IV, RATES AND CHARGES, SECTION 43-63, WATER**  
5 **RATES INSIDE CITY; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

6 BE IT ORDAINED BY THE COUNCIL OF MIDWEST CITY, OKLAHOMA:

7 **ORDINANCE**

8 **SECTION 1.** That Chapter 43, Water, Sewers, Sewage Disposal and Stormwater Quality, Article II,  
9 Water, Division IV, Rates and Charges, Section 43-63, Water rates inside city, of the Midwest City  
Code shall be amended to read as follows:

10 (a) The water rates for users of water inside the corporate limits of the city shall  
11 be as follows:

12 (1) Single-family residential:

13 a. First 2,000 gallons (minimum charge based on meter size):  
14 5/8 inch .....\$5.25  
15 1 inch .....\$6.50  
16 1½ inch .....\$8.40

17 b. Additional gallons per unit (per 1,000) .....\$2.94

18 (2) Multiple-family residential (more than three (3) units, including  
19 apartments):

20 a. First 2,000 gallons (minimum charge) (whether vacant or  
21 occupied) .....\$5.00

22 b. Additional gallons per unit (per 1,000 gallons) .....\$2.94

23 (3) Mobile home parks:

24 a. First 2,000 gallons (minimum charge) (based on the highest  
25 number of pads occupied during the month) .....\$5.50

26 b. Additional gallons per pad (per 1,000 gallons) .....\$2.94

27 (4) Commercial:

28 a. First 2,000 gallons (minimum charge based on meter size):  
29 5/8 inch .....\$5.75  
30 1 inch .....\$7.00  
31 1½ inch .....\$8.90  
32 2 inch .....\$11.90  
33 3 inch .....\$15.90  
34 4 inch .....\$19.90  
35 6 inch .....\$38.90

36 b. Additional gallons at (per 1,000) .....\$3.04

(5) School district facilities: One-half the Commercial rate charged in  
subparagraph (4) above.

(b) Any household whose gross income for its family size is below the amount  
determined annually by the HUD income guidelines for very low income households, for any  
tax year, may bring proof of its gross income to the city clerk to receive a credit against its

1 charges for water each calendar year. This credit will be calculated as one dollar fifty cents  
2 (\$1.50) per month toward the minimum charge, plus an additional credit of fifty cents (\$.50)  
3 per thousand (1,000) gallons above the two thousand-gallon minimum, for each month the  
4 household had an account with the city during the tax year shown. Residents requesting this  
credit must show photo identification to prove ownership of the account and proof of gross  
income by April 15th of each year.

5 **SECTION 2. EXPIRATION.** Subparagraph (5) of Section 43-63 of the Code shall be in full force  
6 and effect until June 30, 2017. After that date it shall be null and void, and of no further force or  
effect.

7 **SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby  
8 repealed.

9 **SECTION 4. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for  
10 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of  
the ordinance.

11 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this  
12 \_\_\_\_\_ day of \_\_\_\_\_, 2016.

13 CITY OF MIDWEST CITY, OKLAHOMA

14  
15 \_\_\_\_\_  
16 MATTHEW D. DUKES, II, Mayor

17 ATTEST:

18  
19 \_\_\_\_\_  
20 SARA HANCOCK, City Clerk

21 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

22  
23 \_\_\_\_\_  
24 KATHERINE BOLLES, City Attorney



1 charges for water each calendar year. This credit will be calculated as one dollar fifty cents  
2 (\$1.50) per month toward the minimum charge, plus an additional credit of fifty cents (\$.50)  
3 per thousand (1,000) gallons above the two thousand-gallon minimum, for each month the  
4 household had an account with the city during the tax year shown. Residents requesting this  
credit must show photo identification to prove ownership of the account and proof of gross  
income by April 15th of each year.

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8 repealed.

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10 any reason held to be invalid, such decision shall not affect the validity of the remaining portions of  
11 the ordinance.

12 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

13 CITY OF MIDWEST CITY, OKLAHOMA

14  
15  
16 \_\_\_\_\_  
MATTHEW D. DUKES, II, Mayor

17 ATTEST:

18  
19 \_\_\_\_\_  
SARA HANCOCK, City Clerk

20  
21 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

22  
23 \_\_\_\_\_  
KATHERINE BOLLES, City Attorney

## **MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING**

**April 5, 2016 - 7:00 p.m.**

This regularly scheduled meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on April 5, 2016 at 7:00 p.m., with the following members present:

Commissioners absent:      Floyd Wicker, Chairman  
   Stan Greil  
   Dean Hinton  
   Jess Huskey  
   Russell Smith  
   Sean Reed  
   Turner Mann

Staff present:                      Kellie Gilles, Current Planning Manager

Due to lack of a quorum, no business was conducted.

---

Floyd Wicker, Chairman  
(KG)



MUNICIPAL AUTHORITY

AGENDA



**MIDWEST CITY MUNICIPAL AUTHORITY AGENDA**  
Midwest City Council Chambers, 100 N. Midwest Boulevard

April 26, 2016 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda does not meet with approval of all trustees, or members of the audience wish to discuss a proposed item with the trustees, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meetings of April 12, 2016, 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 March 31, 2016. (City Manager - T. Lyon)
  3. Discussion and consideration of approving and entering into an agreement in the amount of \$6,000 with Ryan Audio Services, LLC to provide a sound system and sound system services associated with entertainment in Regional Park as part of the 2016 Tribute to Liberty 4th of July celebration. (Community Services - V. Sullivan)
  4. Discussion and consideration of approving and entering into an agreement in the amount of \$10,000 with Dr. Irvin L. Wagner, Professor of Music at University of Oklahoma, for a 50-piece concert band to provide the headliner entertainment in Regional Park as part of the 2016 Tribute to Liberty 4th of July celebration. (Community Services - V. Sullivan)
  5. Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$22,250 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2016. (Community Services - V. Sullivan)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA





Notice of regular meetings for staff briefings for the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR  
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

April 12, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, and Christine Allen; and Secretary Sara Hancock. Absent: Sean Reed and Jeff Moore.

Chairman Dukes called the meeting to order at 6:57 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for April 12, 2016.** The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 6:58 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

Notice of regular Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR  
MIDWEST CITY MUNICIPAL AUTHORITY MEETING**

April 12, 2016 - 7:01 p.m.

This meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore. Mayor Dukes called the meeting to order at 8:00 p.m.

**Discussion Items.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meetings of March 22, 2016, as submitted.** Motion was made by McClure, seconded by Dawkins, to approve the minutes, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.
  
2. **Discussion and consideration of 1) declaring fifteen( 15) 2009 model electric-powered golf cars surplus and authorizing their disposal by trade-in to E-Z-Go Textron Company; and 2) awarding a bid for fifteen (15) new 2016 E-Z-Go model TXT electric-powered golf cars to E-Z-Go Textron Company, who submitted the lowest and best net bid meeting specifications, for a total of \$58,425.00; and less option 1 (\$19,500.00 trade-in for the cars declared surplus), for a total net cost of \$38,925.00.** Motion was made by McClure, seconded by Allen, to approve this item, as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

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

**Adjournment.** There being no further business, motion was made by McClure, seconded by Dawkins, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried. The meeting adjourned at 8:01 p.m.

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: April 26, 2016

RE: Discussion and consideration of accepting the attached report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending March 31, 2016.

---

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**

<b>Fiscal Year 2015-2016</b>	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16
<b>Revenue</b>												
Budgeted (MTD)	415,653	654,459	469,101	625,953	517,137	406,643	385,258	516,383	<b>615,828</b>			
Actual (MTD)	368,618	555,622	398,995	602,341	466,410	278,641	327,078	477,464	<b>523,016</b>			
Budgeted (YTD)	415,653	1,070,112	1,539,213	2,165,166	2,682,303	3,088,946	3,474,204	3,990,587	<b>4,606,415</b>			
Actual (YTD)	368,618	924,240	1,323,235	1,925,576	2,391,986	2,670,627	2,997,705	2,475,169	<b>3,998,185</b>			
<b>Expenses</b>												
Budgeted (MTD)	484,903	555,499	488,849	558,297	506,550	470,492	468,588	491,614	<b>562,689</b>			
Actual (MTD)	467,394	527,910	464,834	527,746	483,374	467,189	413,287	483,039	<b>499,838</b>			
Budgeted (YTD)	484,903	1,041,022	1,529,871	2,088,168	2,594,718	3,065,210	3,533,798	4,025,412	<b>4,588,101</b>			
Actual (YTD)	467,394	995,304	1,460,138	1,987,884	2,471,258	2,938,447	3,351,734	3,834,773	<b>4,334,611</b>			
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(69,250)	97,960	(19,748)	67,656	10,587	(63,849)	(83,330)	24,769	<b>53,139</b>			
Actual (MTD)	(98,776)	27,712	(65,839)	74,595	(16,964)	(188,548)	(86,209)	(5,575)	<b>23,178</b>			
Budgeted (YTD)	(69,250)	29,090	9,342	76,998	87,585	23,736	(59,594)	(34,825)	<b>18,314</b>			
Actual (YTD)	(98,776)	(71,064)	(136,903)	(62,308)	(79,272)	(267,820)	(354,029)	(359,604)	<b>(336,426)</b>			

<b>Key Indicators</b>												
Hotel Room Revenue	237,624	303,370	238,484	261,573	247,784	130,269	167,169	240,719	<b>288,416</b>			
Food and Banquet Revenue	152,583	215,499	194,501	300,137	188,236	148,485	131,994	194,679	<b>212,364</b>			

<b>Fiscal Year 2014-2015</b>	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
<b>Revenue</b>												
Budgeted (MTD)	511,446	542,630	475,331	553,313	501,325	400,218	403,812	523,717	681,650	607,856	619,911	676,294
Actual (MTD)	470,372	524,186	429,186	589,573	468,516	365,039	372,991	494,170	522,082	621,442	500,863	359,961
Budgeted (YTD)	511,446	1,054,076	1,529,607	2,082,920	2,726,550	3,126,768	3,530,580	4,054,297	4,735,947	5,343,803	5,963,714	6,640,008
Actual (YTD)	470,372	994,558	1,423,743	2,013,317	2,481,832	2,846,871	3,219,862	3,675,468	4,197,550	4,818,992	5,319,855	5,679,816
<b>Expenses</b>												
Budgeted (MTD)	498,201	515,509	482,411	518,740	499,060	475,321	467,058	494,170	565,110	545,860	542,785	559,980
Actual (MTD)	481,222	496,660	484,921	546,148	466,838	471,665	479,316	487,208	506,924	563,705	506,376	467,951
Budgeted (YTD)	498,201	1,013,710	1,496,121	2,014,861	2,575,082	3,050,403	3,517,461	4,011,631	4,576,741	5,122,601	5,665,386	6,225,366
Actual (YTD)	481,222	977,882	1,462,804	2,008,952	2,475,790	2,947,455	3,426,771	3,918,980	4,425,904	4,989,609	5,495,986	5,963,936
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	13,245	27,121	(6,880)	34,573	2,184	(75,103)	(63,246)	29,547	116,540	61,996	77,126	116,314
Actual (MTD)	(10,850)	27,525	(55,736)	43,425	1,678	(106,626)	(106,325)	(36,602)	15,157	57,737	(5,513)	(107,990)
Budgeted (YTD)	13,245	40,366	33,486	68,059	151,468	76,365	13,119	42,666	159,206	221,202	298,328	414,642
Actual (YTD)	(10,850)	16,675	(39,060)	4,364	6,042	(100,584)	(206,909)	(243,511)	(228,354)	(170,617)	(176,130)	(284,120)



## MEMORANDUM

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Vaughn Sullivan, Community Services Director

DATE: April 26, 2016

SUBJECT: Discussion and consideration of approving and entering into an agreement in the amount of \$6,000 with Ryan Audio Services, LLC to provide a sound system and sound system services associated with entertainment in Regional Park as part of the 2016 Tribute to Liberty 4th of July celebration.

The Tribute to Liberty event will be similar to last year's event with Dr. Irvine Wagner's 50 piece concert band as headliner entertainment. Once again, the evening's grand finale will be fireworks choreographed to patriotic music. Staff has successfully negotiated an agreement with Ryan Audio Services, LLC in the amount of \$6,000 for sound system rental and sound system services associated with the performance of the 50-piece concert band.

Ryan Audio has provided outstanding sound production for Tribute to Liberty for the past several years and staff recommends approval.

---

Vaughn Sullivan  
Community Service Director

Attachment: Ryan Audio Services Agreement



The City of  
MIDWEST CITY

Parks & Recreation Department

Vaughn Sullivan, Community Services Director

**Tribute to Liberty Sound Services**

Agreement

The Midwest City Municipal Authority (the “MCMA”) would like to provide musical entertainment during the 2016 Tribute to Liberty where members Ryan Audio Services, LLC (the “Sound”) will provide the sound services for musical entertainment in a designated area of Joe B. Barnes Regional Park on Saturday, July 4, 2016 from 6:00 p.m. until 10:30 p.m. The MCMA and the Sound each agree to be responsible for the following tasks ensuring successful event execution:

The MCMA will:

1. Provide the location; and
2. Provide assistance with local publicity and public relations; and
3. Provide staging, sound and lighting; and
4. Provide electricity; and
5. Provide designated parking areas for Sound members; and
6. Provide a tented area for Sound members and equipment; and
7. Provide port-a-potties near tent area; and
8. Provide fireworks show soundtrack up to three days prior to show date of July 4, 2016; and
9. Provide assistance in resolving other support issues that might arise; and
10. Provide compensation of \$6,000 to Sound upon the completion of the event.

The Sound will:

1. Provide sound equipment including speakers and speaker towers, mics, mic stands, sound boards and sound staff; and
2. Provide concert related sound services for opening acoustic duo from 6:00 p.m. until 7:50 p.m. and headline 50 piece concert band from 8:30 p.m. until 9:45 p.m. on July 4, 2016; and
3. Provide sound services for fireworks show from 9:45 p.m. until 10:30 p.m.; and
4. Clean the area used when the event ends; and
5. Address and/or resolve other situations that might arise.

\_\_\_\_\_  
Matthew D. Dukes II, Chairman Date  
MCMA

\_\_\_\_\_  
George Ryan Date  
Ryan Audio Services, LLC

Attest:

\_\_\_\_\_  
Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Attorney



## MEMORANDUM

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Vaughn Sullivan, Community Services Director

DATE: April 26, 2016

SUBJECT: Discussion and consideration of approving and entering into an agreement in the amount of \$10,000 with Dr. Irvin L. Wagner, Professor of Music at University of Oklahoma, for a 50-piece concert band to provide the headliner entertainment in Regional Park as part of the 2016 Tribute to Liberty 4th of July celebration.

The Tribute to Liberty event will be similar to last year, with live music and an evening finale of fireworks choreographed to patriotic music. Staff has successfully negotiated an agreement again this year with Dr. Irvin L. Wagner, David Ross Boyd and Regents Professor of Music at University of Oklahoma, in the amount of \$10,000 for a 50-piece concert band to provide the evening's headliner entertainment. Last year was Dr. Wagner's third year to perform at the Tribute to Liberty event and his band's performance received great reviews from attendees of all ages.

Staff recommends approval.

---

Vaughn Sullivan  
Community Service Director

Attachment: Dr. Irv Wagner Agreement



The City of  
MIDWEST CITY

Parks & Recreation Department

Vaughn Sullivan, Community Services Director

**Tribute to Liberty Musical Entertainment Services**

Agreement

The Midwest City Municipal Authority (the “MCMA”) would like to provide musical entertainment during the 2016 Tribute to Liberty where members of Dr. Irv Wagner’s Concert Band (the “Band”) will play a patriotically themed concert in a designated area of Joe B. Barnes Regional Park on Saturday, July 4, 2016 from 8:30 p.m. until 9:45 p.m. The MCMA and the Band each agree to be responsible for the following tasks ensuring successful event execution:

The MCMA will:

1. Provide the location; and
2. Provide assistance with local publicity and public relations; and
3. Provide staging, sound and lighting; and
4. Provide electricity; and
5. Provide designated parking areas for Band members; and
6. Provide a tented area for Band members and equipment; and
7. Provide port-a-potties near tent area; and
8. Provide assistance in resolving other support issues that might arise; and
9. Provide compensation of \$10,000 to the Band.

The Band will:

1. Provide a concert band; and
2. Provide all musical instruments, chairs, music stands and stand lighting; and
3. Play patriotically themed music from 8:30 p.m. until 9:45 p.m. on July 4, 2016; and
4. Clean the area used when the event ends; and
5. Address and/or resolve other situations that might arise.

\_\_\_\_\_  
Matthew D. Dukes II, Chairman Date  
MCMA

\_\_\_\_\_  
Dr. Irv Wagner Date  
Dr. Irv Wagner’s Concert Band

Attest:

\_\_\_\_\_  
Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Attorney





## MEMORANDUM

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Vaughn Sullivan, Community Services Director

DATE: April 26, 2016

SUBJECT: Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$22,250 to provide a fireworks production for the 4<sup>th</sup> of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2016.

In observance of the 2016 July 4<sup>th</sup> holiday, the City of Midwest City wishes to once again provide a fireworks production located in Regional Park as part of the Tribute to Liberty event. The event will be similar to last year, with live music and an evening finale of fireworks choreographed to patriotic music.

You will note that the agreement is with both the City and the Municipal Authority. This is because both the City and the Municipal Authority need to be named as additional insureds by Western Enterprises.

Western Enterprises provided an outstanding fireworks display during last year's Independence Day celebration at Joe B. Barnes Regional Park assisting staff in creating a festive atmosphere appealing to patrons of all ages.

Staff recommends approval.

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Vaughn Sullivan  
Community Service Director

Attachment: Western Enterprises Agreement

# **FIREWORKS PRODUCTION CONTRACT**

1 of 2

1. This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and **CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL AUTHORITY**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2016**.

2. **SELLER** will secure, prepare, **design, deliver and stage** said fireworks as outlined in "Attachment A", or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safe handling or disposal of said material.

4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.

5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate.

6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-TWO THOUSAND TWO HUNDRED FIFTY DOLLARS & NO/100 (\$22,250.00)** to be paid **within thirty (30) days after the date of the display**. Unpaid accounts are subject to one percent (1%) interest charge per month after **thirty** days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, **the PURCHASER agrees to pay 30% of the contract amount (\$6,675.00) to the SELLER for expenses that have been incurred. This amount will be deemed as full payment for cancellation of the display.** It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

**FIREWORKS PRODUCTION CONTRACT**

**2 of 2**

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WESTERN ENTERPRISES, INC.**  
**SELLER**

**CITY OF MIDWEST CITY**  
**PURCHASER**

BY: \_\_\_\_\_  
authorized agent

BY: \_\_\_\_\_  
Matthew D. Dukes. II, Mayor

**MIDWEST CITY MUNICIPAL AUTHORITY**  
**PURCHASER**

BY: \_\_\_\_\_  
Matthew D. Dukes. II, Chairman



NEW BUSINESS/  
PUBLIC DISCUSSION



**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA**

Midwest City Council Chambers, 100 N. Midwest Boulevard

April 26, 2016 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting April 12, 2016, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of 1) appointing a replacement for Sherry Beard; 2) re-appointing John Cauffiel or appointing a replacement; 3) appointing Sheila Rose to replace Glen Goldschager; and 4) appointing Joyce Jackson to replace Beverly Young to the Midwest City Memorial Hospital Authority Trust Board of Grantors for four-year terms. (City Manager - G. Henson)

3. 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.

D. ADJOURNMENT.



DISCUSSION ITEMS



Notice of regular meetings for staff briefings for the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR  
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY TRUSTEES**

April 12, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, and Christine Allen; and Secretary Sara Hancock. Absent: Sean Reed and Jeff Moore. Chairman Dukes called the meeting to order at 6:58 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for April 12, 2016.** The trustees had no questions regarding any of the items on the agenda.

Chairman Dukes closed the meeting at 6:58 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary

Notice of regular Midwest City Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY MEETING**

April 12, 2016 - 7:02 p.m.

This meeting was held in the Midwest City Council Chambers, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore. Chairman Dukes called the meeting to order at 8:01 p.m.

**Discussion Items.** **Discussion and consideration of approving the minutes of the staff briefing and regular meetings of March 22, 2016, as submitted.** Motion was made by McClure, seconded by Dawkins, to approve the minutes as submitted. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

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

**Executive Session.** **Discussion and consideration of 1) entering into executive session, as allowed under 25 O. S. § 307(B)( 3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** Motion was made by McClure, seconded by Dawkins, to enter into executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried. The trustees went into executive session at 8:02 p.m.

At the conclusion of the executive session, Chairman Dukes reconvened the meeting in open session at 9:12 p.m. Motion was made by Dawkins, seconded by Allen, to authorize the general manager/administrator to proceed and to take action as appropriate based on the discussion in executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

**Adjournment.** There being no further business, motion was made by McClure, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried. The meeting adjourned at 9:16 p.m.

ATTEST:

\_\_\_\_\_  
MATTHEW D. DUKES, II, Chairman

\_\_\_\_\_  
SARA HANCOCK, Secretary





## ***Midwest City Memorial Hospital Authority***

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359  
E-mail: ghenson@midwestcityok.org

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*

Matthew D. Dukes, II  
Daniel McClure Jr.  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
Jeff Moore

*Board of Grantors*

John Cauffiel  
Charles McDade  
Glenn Goldschlager  
Marcia Conner  
Beverly Young  
Nancy Rice  
Sherry Beard  
Pam Hall  
Pam Dimski

### MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: April 26, 2016

SUBJECT: Discussion and consideration of 1) appointing a replacement for Sherry Beard; 2) re-appointing John Cauffiel or appointing a replacement; 3) appointing Sheila Rose to replace Glen Goldschlager; and 4) appointing Joyce Jackson to replace Beverly Young to the Midwest City Memorial Hospital Authority Trust Board of Grantors for four-year terms.

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On April 28, 2016, the terms of Sherry Beard (mayoral appointment), Glen Goldschlager (Ward 3 appointment), and Beverly Young (Ward 5 appointment) as Midwest City Memorial Hospital Authority Trust Board of Grantors members will expire. They have each served the maximum limit of two four-year terms; therefore, replacements must be named. Councilmember Dawkins has nominated Sheila Rose and Councilmember Allen has nominated Joyce Jackson.

John Cauffiel filled the remaining term of Andrew Johns beginning November 22, 2011 and served a normal term from April 28, 2012 to April 27, 2016. He is the Ward 1 appointee and is eligible for re-appointment.

Appointees must live or work in Midwest City. Action is at the discretion of the trustees.

J. GUY HENSON  
General Manager/Administrator

JGH:jd



## **Midwest City Memorial Hospital Authority**

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*

Matt Dukes  
Daniel McClure Jr.  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
Jeff Moore

*Board of Grantors*

John Cauffiel  
Charles McDade  
Glenn Goldschlager  
Marcia Conner  
Beverly Young  
Nancy Rice  
Sherry Beard  
Pam Hall  
Pam Dimski

### MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: April 26, 2016

SUBJECT: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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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*

Sara Hancock, Secretary



NEW BUSINESS/  
PUBLIC DISCUSSION

