



City of Enid
401 W. Owen K. Garriott Road
Enid, Oklahoma 73701
580-234-0400

BOARD OF COMMISSIONERS

NOTICE OF SPECIAL MEETING

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, and the Trustees of the Enid Economic Development Authority, a Public Trust, will meet in special session at 8:00 a.m. on the 21st day of May, 2015, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. RECONSIDER AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE ENID MEADOWLAKE PARK NORTH CONCESSIONS AND RIDER BUILDING, PROJECT NO. P-1501C, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.
3. REMOVE FROM THE TABLE AND CONSIDER RENEWAL OF ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF ENID AND BLUECROSS BLUESHIELD OF OKLAHOMA FOR THIRD PARTY ADMINISTRATION OF THE CITY OF ENID'S SELF FUNDED EMPLOYEE HEALTH INSURANCE PLAN, HEALTH AND DENTAL COBRA ADMINISTRATION AND STOP LOSS COVERAGE.
4. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.

5. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
6. ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
 1. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING THE DEFEASANCE OF THE OUTSTANDING PORTION OF THE ENID MUNICIPAL AUTHORITY UTILITY AND SALES TAX REVENUE BONDS, SERIES 1987A; AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTATION IN CONNECTION WITH THE REFERENCED DEFEASANCE; AUTHORIZING THE TRANSFER OF FUNDS IN CONNECTION WITH THE REFERENCED DEFEASANCE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.
 2. CONSIDER AND TAKE POSSIBLE ACTION TO DIRECT MUNICIPAL FINANCE SERVICES, INC. TO PROCEED WITH THE PROPOSED ISSUANCE OF INDEBTEDNESS BY THE ENID MUNICIPAL AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS; AUTHORIZING THE DISTRIBUTION OF BID PACKETS TO BANKS; AND AUTHORIZING ANY RELATED ACTION.
7. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
8. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.
9. ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.
10. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
11. CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307(C)(10), TO DISCUSS ECONOMIC DEVELOPMENT, BECAUSE PUBLIC DISCLOSURE WILL VIOLATE THE CONFIDENTIALITY OF THE BUSINESS, AND RECONVENE TO TAKE ANY NECESSARY ACTION.
12. ADJOURN.

City Commission Special Meeting

2.

Meeting Date: 05/21/2015

Submitted By: Derek Smith, Executive Assistant

SUBJECT:

RECONSIDER AWARDING A CONTRACT FOR THE CONSTRUCTION OF THE ENID MEADOWLAKE PARK NORTH CONCESSIONS AND RIDER BUILDING, PROJECT NO. P-1501C, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND:

This item was considered at the May 14, 2015 rescheduled Commission meeting.

This project will provide an enclosure for reinstalling the Meadowlake rides and restroom facility at North Meadowlake Park. The design of the facility matches the recently constructed Merry-go-round enclosure.

The base bid provides for construction of the ride enclosure and restroom. The add alternates provided for

- Alternate 1, add plaza and related items,
- Alternate 2, add covered seating canopy,
- Alternate 3, add train depot canopy and sign,

Three (3) bids were received, shown low to high:

Cedar Ridge General Contracting & Construction	Base Bid:	\$394,086.00
	Alternate No. 1:	\$ 44,705.00
	Alternate No. 2:	\$ 20,843.00
	Alternate No. 3:	\$ 20,039.00

Henson Construction Company	Base Bid:	\$392,212.00
	Alternate No. 1:	\$ 55,000.00
	Alternate No. 2:	\$ 42,000.00
	Alternate No. 3:	\$ 36,000.00

Westfahl Construction, Inc.	Base Bid:	\$450,000.00
	Alternate No. 1:	\$ 32,000.00
	Alternate No. 2:	\$ 31,000.00
	Alternate No. 3:	\$ 26,000.00

Engineer's Estimate	Base Bid:	\$304,000.00
	Alternate No. 1:	\$ 60,000.00
	Alternate No. 2:	\$ 35,000.00
	Alternate No. 3:	\$ 30,000.00

Based on available funding, only the base bid is recommended for this award. Henson Construction Company submitted the lowest, responsible base bid in the amount of \$392,212.00.

RECOMMENDATION

Award contract to Henson Construction Company for the base bid only in the amount of \$392,212.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER:

Murali Katta, P.E., Project Engineer.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$350,000.00

Funding Source:

Capital Improvement Fund

Attachments

P-1501C Enid Meadowlake Park North Concessions and Plaza Canvass

CANVASS OF BIDS
for

Enid Meadowlake Park North Concessions and Plaza
P-1501C

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Cedar Ridge General Contracting And Construction 1205 18 th Street Woodward, OK 73801	Total Base Bid Alternate No. 1 Alternate No. 2 Alternate No. 3	\$394,086.00 \$ 44,705.00 \$ 20,843.00 \$ 20,039.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: None.

Henson Construction Company P.O. Box 3715 Enid, OK 73702	Total Base Bid Alternate No. 1 Alternate No. 2 Alternate No. 3	\$392,212.00 \$ 55,000.00 \$ 42,000.00 \$ 36,000.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: None.

Westfahl Construction, Inc. Oklahoma City, OK	Total Base Bid Alternate No. 1 Alternate No. 2 Alternate No. 3	\$450,000.00 \$ 32,000.00 \$ 31,000.00 \$ 26,000.00
	Bid meets or exceeds all major specifications:	<u> X </u> YES <u> </u> NO
	Bid meets or exceeds all minor specifications:	<u> X </u> YES <u> </u> NO

DEVIATIONS: None.

RECOMMENDATION:

Award contract to Luckinbill, Inc. in the amount of \$281,503.00.

City Commission Special Meeting

3.

Meeting Date: 05/21/2015

Submitted By: Derek Smith, Executive Assistant

SUBJECT:

REMOVE FROM THE TABLE AND CONSIDER RENEWAL OF ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE CITY OF ENID AND BLUECROSS BLUESHIELD OF OKLAHOMA FOR THIRD PARTY ADMINISTRATION OF THE CITY OF ENID'S SELF FUNDED EMPLOYEE HEALTH INSURANCE PLAN, HEALTH AND DENTAL COBRA ADMINISTRATION AND STOP LOSS COVERAGE.

BACKGROUND:

This Agreement was tabled at the May 14, 2015 rescheduled Commission Meeting.

The City of Enid is self-funded for its employee health and dental plan benefits and uses Blue Cross Blue Shield to provide third party administration services for these plans. For FY15-16, the fee for Blue Cross/Blue Shield administrative services is \$51.91 per covered employee per month (5% increase over the previous year). The City of Enid purchases stop loss insurance to protect the health fund in the event total claims exceed \$4,907,750.00 (125% of projected claims) or individual claims exceed \$150,000.00. The renewal fee for both aggregate and individual stop loss is \$53.78 (\$50.07 individual + \$3.71 aggregate) per month, per covered employee (17% increase over previous year). The City uses Blue Cross/Blue Shield's COBRA Administration services at a total cost of \$75.00 monthly administrative fee, and \$10.00 per notification event. The City of Enid is also self-funded for employee dental insurance benefits. Blue Cross/Blue Shield's administrative fee is \$4.37 per employee, per month (same as previous year). The cost of providing these benefits is budgeted in the Health Fund, and off-set by employee health contributions of \$645,805.00; retiree payments of \$185,000.00 and employee premium dental contributions of \$132,900.00, annually which reflects a 10% increase in employee's bi-weekly health premiums dependent coverage. Administrative Service Agreement is on file in the City Clerk's office.

RECOMMENDATION

Remove from the table and approve Agreement.

PRESENTER:

Sonya Key, Human Resources Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$612,775.00

Funding Source:

Health Fund

Renewal Addendum to Benefit Program Application ("ASO BPA") Applicable to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, hereinafter referred to as "Claim Administrator" or "HCSC"

Employer Account Number (6-digits): YN9836

Group Number(s): YN9836,
DN9836

Section Number(s): 1001-
1006, 2001-2006

Employer Name: The City of Enid

Renewal Addendum Effective Date: 07/01/2015

ERISA Plan: Yes No

If Yes, ERISA Plan Year:

THIS ADDENDUM is incorporated into and made a part of the ASO Benefit Program Application ("ASO BPA") last entered into between the parties as of this Addendum's effective date and the corresponding Administrative Services Agreement ("Agreement"), currently in effect between the parties. This Addendum is intended to renew the foregoing as of the above noted Effective Date of Coverage and, except as modified and amended and/or re-attested herein pursuant to this renewal, the provisions, conditions and terms of such ASO BPA and Agreement shall remain in full force and effect.

PAYMENT SPECIFICATIONS:	<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> See Additional Provisions
Employer Payment Method:	<input type="checkbox"/> Online Bill Pay	<input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Check
Employer Payment Period:	<input type="checkbox"/> Weekly (cannot be selected if Check is selected as payment method above)	
	<input type="checkbox"/> Twice-Monthly	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other (please specify):
Claim Settlement Period:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Other (please specify):	
Run-Off Period		
Employer payments are to be made for 12 months following end of Fee Schedule Period. Standard is twelve (12) months.		
Final Settlement: Final Settlement is to be made within 60 days after end of Run-Off Period. Standard is sixty (60) days.		

FEE SCHEDULE PERIOD:	<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> See Additional Provisions
To begin on <u>07/01/2015</u> and continue for:		
<input checked="" type="checkbox"/> 12 Months <input type="checkbox"/> Other (please specify): _____ Months		

ADMINISTRATIVE CHARGES:	<input type="checkbox"/> No Changes	<input type="checkbox"/> See Additional Provisions
Product / Service	Composite	Employee/ Family
Base Administrative Charge<*____> (Medical)	\$57.12	\$
Prescription Drug Administrative Charge	\$	\$
Prescription Drug Rebate Credit	\$(5.21)	\$
Dental <u>*not included in total below since # of enrollees will be different.</u>	\$4.37	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____
Other: Select Service Category List Service: _____	\$ _____	\$ _____
Other: Select Service Category	\$ _____	\$ _____

List Service: _____		
Miscellaneous: _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____
Total	\$51.91	\$

<INCLUDE NOTE ONLY WHEN COMMISSIONS APPLY> *Medical administrative fee includes commission.

Prescription Drug Rebate Credit per Covered Employee per month is the guaranteed Prescription Drug Rebate savings reflected as a Prescription Drug Rebate credit. Expected rebate amounts to be received by the Claim Administrator are passed back to the Employer with one hundred percent (100%) of the expected amount applied as a credit on the monthly billing statement on a per Covered Employee per month basis. Rebate credits are paid prospectively to the Employer and shall not continue after termination of the Prescription Drug Program. (Further information concerning this credit is included in the governing Administrative Services Agreement to which this ASO BPA is attached under the section titled "CLAIM ADMINISTRATOR'S SEPARATE FINANCIAL ARRANGEMENTS WITH PHARMACY BENEFIT MANAGERS.")

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

Note: Additional services and/or fees may be itemized in the "Miscellaneous" fields above or in the Additional Comments section below.

TERMINATION ADMINISTRATIVE CHARGE: <input type="checkbox"/> No Changes <input type="checkbox"/> See Additional Provisions				
(Applicable only when underwritten by Large Group Underwriting with a Flat Run-Off Fee. Leave blank for Major/National accounts as the formula method to determine Run-Off will apply.)				
Service	Composite	Employee/ Family		
Medical Run-Off Administrative Charge	\$26.37	\$	\$	\$
Dental Run-Off Administrative Charge	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$
Other: _____	\$	\$	\$	\$

Upon termination, the Termination Administrative Charge applicable to the Run-Off Period shall be determined by multiplying the actual total number of covered employees during the three months immediately preceding termination by the appropriate Run-Off factor(s) shown above.

OTHER PROVISIONS:

1. Summary of Benefits & Coverage:

- a) Claim Administrator will create Summary of Benefits & Coverage (SBC)?
 - Yes. If yes, please answer question b. The SBC Addendum is attached.

- No. If No, then the Employer acknowledges and agrees that the Employer is responsible for the creation and distribution of the SBC as required by Section 2715 of the Public Health Service Act (42 USC 300gg-15) and SBC regulations (45 CFR 147.200), as supplemented and amended from time to time, and that in no event will the Claim Administrator have any responsibility or obligation with respect to the SBC. The Claim Administrator is not obligated to respond to or forward misrouted calls, but may, at its option, provide participants and beneficiaries with Employer's contact information. A new clause (e) is added to Subsection C. in the Additional Provisions as follows: "(e) the SBC".
(Skip question b.)

b). Claim Administrator will distribute Summary of Benefits & Coverage (SBC) to participants and beneficiaries?

- No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format; Employer will distribute SBC to participants and beneficiaries (or hire a third party to distribute) as required by law.
- Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to Employer in electronic format. Employer will then distribute to participants and beneficiaries as required by law, except that Claim Administrator will send the SBC in response to the occasional request received directly from individuals.
- Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to the occasional request received directly from individuals.

2. EHB Election:

Employer elects EHBs based on the following:

1. EHBs based on a HCSC state benchmark:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> Illinois | <input checked="" type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> New Mexico | |

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

3. Other EHB, as determined by Employer.

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

3. Claim Administrator's Third Party Recovery Vendor:

It is understood and agreed that in the event the Claim Administrator's Third Party Recovery Vendor makes a recovery on a claim, the Employer will pay no more than 25% of any recovered amount.

4. Alternative Compensation Arrangements such as Accountable Care Organizations and Value-Based Programs. As described in the Administrative Service Agreement.

Local Only (Employer's Covered Persons live or reside in Oklahoma):

- Employer shall pay the Expected Payments on a per member per month basis. Expected Payments are calculated based on attributed members and estimated payments to Providers.
- Any surplus or deficit between the Expected Payments that Employer has made to Claim Administrator and actual Payments to Providers, and any related interest earned or incurred, will be factored into the calculation of future Expected Payments.

Modifications to the above amounts may occur from time to time. In the case of any such modifications, Claim Administrator shall provide Employer with notice. Employer will be deemed to have approved the modifications, which will become part of the Agreement, unless the Employer gives Claim Administrator notice otherwise.

National (Employer's Covered Persons may live and/or reside outside of Oklahoma): The Claim Administrator shall pass on to the Employer, and the Employer shall pay, either an amount included in the price of the claim or

an amount charged separately in addition to the claim. Some Host Blues may retain interest earned. As described in the InterPlan Program Section of the Administrative Service Agreement.

ADDITIONAL PROVISIONS:

- A. Grandfathered Health Plans:** Employer shall provide Claim Administrator with written notice prior to renewal (and during the plan year, at least 60 days advance written notice) of any changes that would cause any benefit package of its group health plan(s) (each hereafter a "plan") to not qualify as a "grandfathered health plan" under the Affordable Care Act and applicable regulations. Any such changes (or failure to provide timely notice thereof) can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's grandfathered health plan status or any representation regarding any plan's past, present and future grandfathered status. The grandfathered health plan form ("Form"), if any, shall be incorporated by reference and part of the BPA and Agreement, and Employer represents and warrants that such Form is true, complete and accurate.
- B. Retiree Only Plans, Excepted Benefits and/or Self-Insured Nonfederal Governmental Plans:** If the BPA includes any retiree only plans, excepted benefits and/or self-insured nonfederal governmental plans (with an exemption election), then Employer represents and warrants that one or more such plans is not subject to some or all of the provisions of Part A (Individual and Group Market Reforms) of Title XXVII of the Public Health Service Act (and/or related provisions in the Internal Revenue Code and Employee Retirement Income Security Act) (an "exempt plan status"). Any determination that a plan does not have exempt plan status can result in retroactive and/or prospective changes by Claim Administrator to the terms and conditions of administrative services. In no event shall Claim Administrator be responsible for any legal, tax or other ramifications related to any plan's exempt plan status or any representation regarding any plan's exempt plan status.
- C.** Employer shall indemnify and hold harmless Claim Administrator and its directors, officers and employees against any and all loss, liability, damages, fines, penalties, taxes, expenses (including attorneys' fees and costs) or other costs or obligations resulting from or arising out of any claims, lawsuits, demands, governmental inquiries or actions, settlements or judgments brought or asserted against Claim Administrator in connection with (a) any plan's grandfathered health plan status, (b) any plan's exempt plan status, (c) any plan's design (including but not limited to any directions, actions and interpretations of the Employer), (d) any provision of inaccurate information, (e) the SBC, and/or (f) selection of employer's EHB benchmark for the purpose of ACA. Changes in state or federal law or regulations or interpretations thereof may change the terms and conditions of administrative services.

The provisions of paragraphs A-C (directly above) shall be in addition to (and do not take the place of) the other terms and conditions of administrative services between the parties.

Employer acknowledges and agrees that unless a change is indicated on this Renewal Addendum, Employer's instructions, acknowledgements and agreements in the ASO BPA and the Agreement (both as defined above) shall remain in full force and effect.

Annie Hickerson

Sales Representative

403

405-316-7138

District

Phone & FAX Numbers

Producer Representative

Holmes Murphy

Producer Firm

101 Park Ave, Ste 405, Oklahoma City, OK
73102

Producer Address

420985055

Tax I.D. No.

Signature of Authorized Purchaser

Title

Date

EXHIBIT TO THE STOP LOSS COVERAGE POLICY

Employer Group Name: The City of Enid
Employer Group Address: PO Box 1768
City: Enid **State of Situs:** OK **Zip Code:** 73702-1768
Account Number: YN9836
Employer Group Number(s): YN9836
Effective Date of Policy: 07/01/2015
Policy Period: These specifications are for the Policy Period commencing on 07/01/2015 and ending on 06/30/2015
Claim Administrator: Blue Cross and Blue Shield of Oklahoma, a division of Health Care Service Corporation, a Mutual Legal Reserve Company

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

A. Aggregate Stop Loss Insurance: Yes No

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

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage Period:

New Coverage (Select one from below):

Standard: Claims incurred and paid during the Policy Period.

12/15: Claims incurred from _____ to _____

AND Claims paid from _____ to _____

"Run-in" included: Claims incurred on or after _____ and paid on or after the Effective Date of Policy to: _____.

Renewal of Existing Coverage:

Standard: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

12/15: Claims incurred from _____ to _____

AND Claims paid from _____ to _____

3. Aggregate Stop Loss Insurance shall apply to:

Medical Claims

Vision Claims

Outpatient Prescription Drug Claims

Dental Claims

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

Other (please specify): _____

4. Average Claim Value: \$738.56 :(per Employee per month)

Includes Claim Administrator's Provider Access Fee

Excludes Claim Administrator's Provider Access Fee

Attachment Factor: 125% of the Average Claim Value

5. Aggregate Attachment Claim Liability:

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

\$923.20 for each Employee Coverage Unit

\$923.20 for each Employee/Family Coverage Unit

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

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

Run-Off Attachment Claim Liability Factors:

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

7. Aggregate Stop Loss Claims

a. The amount of Paid Claims during the current Policy Period, less Individual (Specific) Stop Loss Claims that exceed the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5. above for the indicated Policy Period. However, for the indicated Policy Period the minimum Aggregate Point of Attachment shall be \$4,416,975.00.

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

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

8. Premium (Select one):

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

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

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

\$3.71 for each Employee Coverage Unit

\$3.71 for each Employee/Family Coverage Unit

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

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

9. The premium is based upon a current membership of 153 Employee Coverage Units and 290 Family Coverage Units.

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

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

1. New Coverage Renewal of Existing Coverage

2. Stop Loss Coverage Period:

New Coverage (Select one from below):

Standard: Claims incurred and paid during the Policy Period.

12/15: Claims incurred from _____ to _____

AND Claims paid from _____ to _____

"Run-in" included: Claims incurred on or after _____ and paid during the Policy Period.

"Run-in" includes claims paid by Policyholder's prior claim administrator: Yes No

If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Effective Date of Policy and paid by the Policyholder's prior claim administrator within 6 months after the Effective Date of Policy.

Renewal of Existing Coverage:

Standard: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

12/15: Claims incurred from _____ to _____

AND Claims paid from _____ to _____

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

Medical Claims Vision Claims

Outpatient Prescription Drug Claims Dental Claims

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

Other (please specify): _____

4. Individual (Specific) Stop Loss Coverage

- a. For NA who is identified by the health identification (ID) number NA, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$NA. Such amount shall apply for the Policy Period.
- b. For each other Covered Person:

The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of \$150,000.00 per Covered Person but not to exceed an amount of \$Unlimited per Policy Period. Such amount shall apply for the Policy Period.

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

5. Premium (select one):

- Annual Premium (Due on the first day of the Policy Period): \$_____.
- Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by:

\$50.07 for each Employee Coverage Unit
 \$50.07 for each Employee/Family Coverage Unit

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

- 6. The premium is based upon a current membership of 153 Employee Coverage Units and 290 Family Coverage Units.

Additional Provisions:

Retirees Covered: Yes No

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

Annie Hickerson

 Sales Representative

 Signature of Authorized Purchaser

Tyler Hoke

 Name of Underwriter

 Title of Authorized Purchaser

 Date

INTERNAL USE ONLY	Date Exhibit approved by Underwriting: Name of Underwriter:
-------------------	--

City Commission Special Meeting

6.1

Meeting Date: 05/21/2015

Submitted By: Linda Parks, City Clerk

SUBJECT:

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AUTHORIZING THE DEFEASANCE OF THE OUTSTANDING PORTION OF THE ENID MUNICIPAL AUTHORITY UTILITY AND SALES TAX REVENUE BONDS, SERIES 1987A; AUTHORIZING THE EXECUTION OF ANY NECESSARY DOCUMENTATION IN CONNECTION WITH THE REFERENCED DEFEASANCE; AUTHORIZING THE TRANSFER OF FUNDS IN CONNECTION WITH THE REFERENCED DEFEASANCE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

The City is considering defeasance of the Sales Tax Revenue Bonds, Series 1987A. the current principal and interest outstanding totals \$10,445,000 with remaining payments of \$5,520,000 due February 2016 and \$4,925,000 due February 2017. The funds held by the trustee bank as of April 2015 are as follows:

Debt Service Fund	\$1,726,086.54
Renewal & Replacement Fund	\$752,143.92
Debt Service Reserve Fund	\$6,001,735.57

The funds needed to make full the remaining amount are available for transfer from the 1% Sales Tax Account, held at the same trustee bank. Public Finance Law Group and Municipal Finance Services, Inc. recommend defeasance of the Sales Tax Revenue Bonds, Series 1987A to eliminate the existing out-of-date bond indenture and replacing it with a more effective indenture that would eliminate a debt reserve requirement for all future debt financings issued subject to the new indenture.

RECOMMENDATION

Approve.

PRESENTER:

Jerald Gilbert, Trust Manager.

City Commission Special Meeting

6.2

Meeting Date: 05/21/2015

Submitted By: Linda Parks, City Clerk

SUBJECT:

CONSIDER AND TAKE POSSIBLE ACTION TO DIRECT MUNICIPAL FINANCE SERVICES, INC. TO PROCEED WITH THE PROPOSED ISSUANCE OF INDEBTEDNESS BY THE ENID MUNICIPAL AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS; AUTHORIZING THE DISTRIBUTION OF BID PACKETS TO BANKS; AND AUTHORIZING ANY RELATED ACTION.

BACKGROUND:

The City is considering advance funding capital improvement projects remaining to be awarded for the 2014-2015 fiscal year, as well as those budgeted in the 2015-206 fiscal year totaling an estimated \$16,818,156 plus estimated applicable issuance costs. The City has cash reserves on hand to pay for these projects, but thinks it may be prudent to have the flexibility to retain some cash on hand for any emergencies or opportunities that may arise. Our financial advisors, Municipal Finance Services, Inc., will present their analysis of our cash position and make financing recommendations for your consideration (See MFS Attachment).

RECOMMENDATION

Approve.

PRESENTER:

Jerald Gilbert, Trust Manager.

Capital Projects - Budgeted Under Enid Municipal Authority
Advance Funding Option

	FYE 2015	FYE 2016	FYE 2016	FYE 2015 & 2016
	Funded from Cash or Debt Service ?		Funded by Debt Service	Total
Crossin Detention outlet structure M-1501B - Trsf from EMA to CIF	125,656			125,656
Cleveland and Chestnut Utility relocation (30" pipe testing) - Trsf from EMA to CIF	300,000			300,000
Waterline Extensions W-1504A - Trsf from EMA to WCIF	455,000			455,000
Well field improvements - Trsf from EMA to WCIF	1,100,000			1,100,000
Alternate water Supply Phase - Trsf from EMA to WCIF	1,250,000			1,250,000
Street Improvements - Local Street Program - Trsf from EMA to Street/Alley		1,100,000		1,100,000
Trail Improvements - Trsf from EMA to CIF		1,000,000		1,000,000
ADA Compliance - Trsf from EMA to CIF		270,000		270,000
Landfill Cell 10E Construction - Trsf from EMA to CIF		850,000		850,000
Traffic signal upgrades Phase I - Trsf from EMA to CIF		150,000		150,000
Leonardo's Sidewalk Improvement - Trsf from EMA to CIF		100,000		100,000
End Entryway Signs - Trsf from EMA to CIF		130,000		130,000
Library Retaining Wall Replacement - Trsf from EMA to CIF		50,000		50,000
Meadowlake Boathouse Design		30,000		30,000
Willow Rd - Cleveland to Oakwood - Const Local Share - Trsf from EMA to CIF		3,000,000		3,000,000
Cleveland & Chestnut Intersection R/W & Utilities - Trsf from EMA to CIF		750,000		750,000
Cleveland - Chestnut to 1/2 mile north - R/W & Utilities - Trsf from EMA to CIF		600,000		600,000
Cleveland & Chestnut Intersection Constr - Trsf from EMA to CIF		1,350,000		1,350,000
Intersection Improvement - 42nd & US 412 - Trsf from EMA to CIF		375,000		375,000
Crack Seal Project - Trsf from EMA to CIF		100,000		100,000
Water Supply Development - Trsf from EMA to WCIF		250,000		250,000
Well field improvements & replace wells - Trsf from EMA to WCIF		750,000		750,000
Cleo Springs Pump Station Replacement - Trsf from EMA to WCIF		150,000		150,000
Water Main Replacement Program, Downtown - Trsf from EMA to WCIF		500,000		500,000
Water Plant Meter Replace, Plant #2, Cleo/Ringwood - Trsf from EMA to WCIF		204,000		204,000
Water Treatment Plant #1 (Room Replacement)			1,878,500.00	1,878,500
Total	3,230,656	11,709,000		14,939,656
Advance Funding of Capital Projects that were to be Funded with Cash	\$	\$	\$	\$
				16,818,156
				1,854,000

City Commission Special Meeting

11.

Meeting Date: 05/21/2015

Submitted By: Derek Smith, Executive Assistant

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. § 307(C) (10), TO DISCUSS ECONOMIC DEVELOPMENT, BECAUSE PUBLIC DISCLOSURE WILL VIOLATE THE CONFIDENTIALITY OF THE BUSINESS, AND RECONVENE TO TAKE ANY NECESSARY ACTION.

BACKGROUND:

The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session pursuant to 25 O.S. § 307(C)(10), "for the purposes of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business." Upon conclusion of the Executive Session, the Commission will reconvene into regular session to take any necessary action.

RECOMMENDATION

Convene into Executive Session.

PRESENTER:

Andrea L. Chism, City Attorney
