



MIDWEST CITY

MEETING AGENDAS FOR

September 24, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: [Bit.ly/youtubemwc](https://bit.ly/youtubemwc).



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



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



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

September 24, 2019 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Assistant City Manager Vaughn Sullivan
 - Pledge of Allegiance by Councilmember Española Bowen
 - Community-related announcements and comments
 - Mayoral Proclamation for Charlotte Hiel in honor of National Centenarian Day
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the September 10, 2019 meeting. (Secretary - S. Hancock)
 2. Discussion and consideration of accepting the City Manager's Report for the month of August, 2019. (Finance - C. Barron)
 3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Dedicated Tax 2012 Fund, expenses/Parks (23) \$37,113. General Gov't Sales Tax Fund, revenue/Transfers In (20) \$15,375; expenses/Communications (20) \$15,375. (Finance - C. Barron)
 4. Discussion and consideration to designate Troy Bradley, Human Resources Director, as the Oklahoma Municipal Retirement Fund (OMRF) approved agent. (Human Resources - T. Bradley)
 5. 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 - T. Bradley)
 6. Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2019-20. (Emergency Management - M. Bower)
 7. Discussion and consideration of entering into a Memorandum of Understanding between Rose State College and the Midwest City Police Department to effectively address alleged crimes of violence on campus by employing off duty Midwest City police officers on a part-time basis to support and enhance campus security. (Police - B. Clabes)
 8. Discussion and consideration of accepting the Monthly Neighborhood Services report for August 2019. (Neighborhood Services - M. Stroh)

9. Discussion and consideration of entering into and approving an Agreement for Professional Services with Oshsner Hare + Hare in the amount of \$303,525.00 to design the City Park located in the Original Mile. This is a General Bond Obligation project. (Community Development – B. Harless)
10. Discussion and consideration of declaring city vehicle unit 06-00-80, a 2010 Chevrolet Impala police patrol car, VIN number 2G1WD5EM5A1248072, a total loss and surplus to OMAG. (City Manager - T. Lyon)

D. DISCUSSION ITEMS.

1. (PC – 2016) Discussion and consideration of approval of the proposed preliminary plat of Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road. This item was tabled at the September 10, 2019 meeting at the request of the applicant. (Community Development - B. Harless)
2. (PC – 2017) Discussion and consideration of approval of the Replat of a part of Lot 5, Block 1 of the Harper Addition, described as a part of the NW/4 of Section 31, T12N, R1W and addressed as 10301 NE 7th Street. (Community Development - B. Harless)
3. (PC – 2018) Discussion and consideration of approval of the Aspen Ridge Section 3 (formerly known as Turtlewood) Final Plat for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. (Community Development - B. Harless)
4. (PC-2019) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-3, Community Commercial, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as a part the NE/4 of Section 25, T12N, R2W, and further described as the north 115' of the parcel addressed as 9622 NE 23rd Street. (Community Development - B. Harless)
5. (PC-2020) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-4, General Commercial, and a resolution for a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services, General, for the properties described as a part the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive. (Community Development - B. Harless)
6. Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance issues. (City Manager - V. Sullivan)
7. Discussion and consideration regarding a public presentation on development and design phase of the Midwest City Animal Shelter by Selser Schaefer Architects from Tulsa, OK. (Police - B. Clabes)



CONSENT AGENDA



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

Midwest City Council Minutes

September 10, 2019 – 6:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 6:13 PM with the following members present: *Councilmembers Susan Eads, Pat Byrne, Española Bowen, *Sean Reed, *Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

OPENING BUSINESS. Assistant City Manager Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Cadets Butler and Van Buakleo. Council and Staff made community-related announcements. Retiree Collin Welsh received a Mayoral proclamation.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, as submitted, except for item 15, seconded by Allen. Voting aye: Eads, Byrne, Reed, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the August 13, 2019 meeting.
2. Discussion and consideration of approving the minutes of the August 24, 2019 Special Council meeting, as submitted.
3. Discussion and consideration of accepting the City Manager's Report for the month of July, 2019.
4. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: General Fund, expenses/Communications (20) \$73,837. Park & Recreation Fund, expenses/Communications (20) \$168,672. G.O. Debt Services Fund, revenue/Taxes (00) \$518,000; expenses/ (00) \$518,000. CDBG Fund, revenue/Intergovernmental (00) \$5,875; expenses/Grants Management (39) \$304,422. Police Impound Fees Fund, revenue/Miscellaneous (00) \$14,000; expenses/Police (62) \$29,100. Decrease: General Fund, expenses/Park & Rec (06) \$73,837. Park & Recreation Fund, expenses/Park & Rec (06) \$168,672. 2002 G.O. Street Bond Fund, expenses/Street Bond (69) \$347.
5. Discussion and consideration of passing and approving a Resolution 2019-23 to update a list of eligible broker/dealers for use by the City Treasurer to purchase pooled cash investments in accordance with the City's approved investment policy.
6. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform an audit of Midwest City's 2018-2019 financial statements in an amount not to exceed \$62,190, and, only if required, \$3,550 for each major Federal program.
7. 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.

8. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2019-20.
9. Discussion and consideration of accepting the Monthly Neighborhood Services report for July 2019.
10. Discussion and consideration of approving a Resolution 2019-24 maintaining the Nine-One-One Emergency Telephone Fee Rate at three percent for calendar year 2020.
11. Discussion and consideration of approving and entering into a Memorandum of Understanding with the Oklahoma Office of Homeland Security for a Federal FY 2019 Homeland Security Grant Program grant for local funding for the Oklahoma Interoperable Communications Program in the amount of \$452,125.00 and assigning those grant funds to the State of Oklahoma for (1) planning costs for updating the Statewide Communications Plan (SCIP), (2) purchase and install interoperable communications equipment; purchase and install software upgrades for existing 800 MHz equipment; fund planning and operational oversight costs for the statewide interoperable communications systems (700/800 MHz trunked and conventional), (3) provide funding towards training & exercises for interoperable communications, (4) including but not limited to the salary and benefits of Oklahoma Office of Homeland Security and/or Oklahoma Department of Public Safety communication planners; and authorizing the mayor and/or city manager to enter into and execute any agreements and/or other documents on behalf of the City that are necessary or appropriate to effect the purposes and objectives of the grant.
12. Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$12,500 for the Mid Del Group Home Sheltered Workshop and \$1,000 for a Bus Pass Program; 2) approving and entering into Agreements of Community Support with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grants; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grants.
13. Discussion and consideration of accepting the Midwest City YMCA Baseball 2018-19 financial statement.
14. Discussion and consideration of purchasing Kenwood P25 Conventional/Phase 1/Phase 2 Trunking/Encryption licensing for the Police department mobile radios in the amount of \$130,700.00 from Stolz Telecom LLC as a part of the Moving Midwest City Forward 2018 Bond projects.
- 15. Discussion and consideration of approving the purchase of custom development software and enhancements for Incode Public Safety with Tyler Technologies in an amount not to exceed \$150,000.00 as a part of the Moving Midwest City Forward 2018 Public Safety Bond projects.** Eads made a motion to approve the purchase, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Reed, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
16. Discussion and consideration of approving and entering into a project agreement for Federal-aid Project Number STPG -255F (483) AG, State Job Number 33344(04), with the Oklahoma Department of Transportation to receive federal funds up to the amount of \$738,070.00 for the Midwest City: Pedestrian Signal Upgrades Project at Various Locations.

17. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055190587 from the State Department of Environmental Quality for the Rose State Commons Phase II Student Housing Building Sewer Line Extension, Midwest City, Oklahoma.
18. Discussion and consideration of accepting maintenance bonds from H & H Plumbing and Utilities, Inc. in the amount of \$11,987.50, \$8,946.20, and \$10,783.70, respectively. Discussion and consideration of accepting maintenance bonds from Silver Star Construction Company in the amount of \$28,233.64, respectively.
19. Discussion and consideration of accepting a Grant of Permanent Easement, from James Seto Limited Partnership, across a certain parcel of land located within the corporate boundaries of Midwest City, described as the West Six Feet of Lot Thirty-Two (32) Block One (1) of the Final Plat of St. Charles Place, to the City of Midwest City, being a part of the Southwest Quarter (SW/4) of Section Thirty-Six (36) Township Twelve (12) North Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
20. Discussion and consideration of accepting maintenance bonds from Godfrey & Company Site Utility Contractor, LLC in the amount of \$847.70, \$1,267.00, and \$697.00, respectively.
21. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055190551 from the State Department of Environmental Quality for the Tuscany Ridge Section II Water Line Extension, Midwest City, Oklahoma.
22. Discussion and consideration approving Amendment #1 of the engineering contract for professional design services for construction of a 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$338,180.00.
23. Discussion and consideration of change orders 1 and 2 amending the enhancement project funding agreement for Federal-Aid Project Number TAP-255D(328)AG, State Job Number 31435(04), with the Oklahoma Department of Transportation for the construction of the Rail w/Trail; Multi-Use Trail from S.E. 15th Street to Maple Drive along the abandoned Rail Corridor owned by ODOT, in the amount of \$37,112.42.
24. Discussion and consideration of renewing a contract, without modifications for FY 2019-2020, with O'Reilly Auto Parts for the on-site turnkey vehicle and equipment part operation in the City-wide budgeted amount of \$800,000.00.
25. Discussion and consideration of approving a lease agreement with the Lamar Companies to lease for a one year term a location for a non-accessory sign located in the Northwest Quarter of the Northwest Quarter of Section 27, Township 12 North, Range 2 West (a/k/a 7012 NE 23rd ST) in the amount of \$800.
26. Discussion and consideration approving Ordinance 3383 authorizing the sale of a 2010 Bridgeport Unit #41-03-24, property with a value of more than \$10,000.00, as required by Article IV; Section 4 of the Midwest City Charter; and providing for repealer and severability.

27. Discussion and consideration of declaring various items of City property as surplus property and authorizing their disposal by public auction, sealed bid or destruction, if necessary.
28. Discussion and consideration of declaring four (4) Decatur Genesis police radars as surplus and authorizing disposal as determined by law.

DISCUSSION ITEMS.

5. **(PC-2012) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, governed by the R-HD, High Density Residential and C-3, Community Commercial districts and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential and PSP, Public/Semi-Public, to HDR, High Density Residential, for the property described as Lots 9-13, 17 and 18, Block 5 of the Pine Addition.** No action was taken.
1. **(PC-2008) Public hearing with discussion and consideration of an ordinance to redistrict from SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district, to Amended SPUD, Simplified Planned Unit Development, governed by the I-1, Light Industrial district subject to staff comments, for the property addressed as 1601 National Blvd.** After Staff and Applicant, Josh Parrish, spoke with Council, Byrne made a motion to approve Ordinance 3389, as submitted, seconded by Reed. Voting aye: Byrne, Reed, Bowen, Allen, Moore, and Mayor Dukes. Nay: none. Abstain: Eads. Absent: none. Motion carried.
2. **(PC – 2009) Public hearing with discussion and consideration to approve an ordinance to amend the TimberRidge Planned Unit Development governed by the R-6, Single Family Detached Residential district for the property described as a part of the SW/4 of Section 10, T-11-N, R-1-W, of the Indian Meridian, Oklahoma County, OK.** After Staff spoke with Council, Moore made a motion to approve the Ordinance 3390, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **(PC – 2010) Discussion and consideration of approval of the Replat of Lot 5 of Block 5 of the Pointon City Addition described as a part of the NW/4 of Section 6, T11N, R1W, addressed as 608 Roselawn Ave.** After Staff spoke with Council, Moore made a motion to approve the Replat, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **(PC – 2011) Discussion and consideration of approval of the proposed final plat of the Pieper Addition described as a part of the SW/4 of Section 8, T11N, R1W.** After Staff spoke with Council, Byrne made a motion to approve the final plat, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **(PC – 2013) Discussion and consideration of approval of the Midwest City Collision Office Park Final Plat, described as a part of the SW/4 of Section 12, T11N, R2W, located at 9209 SE 29th.** After Staff and Council discussion, Reed made a motion to approve the final plat, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

7. **(PC – 2014) Discussion and consideration of approval of the Replat of Lot 4 of Block 9 of the Pointon City Addition Blocks 6, 7, 8, 9, & 10 described as a part of the NE/4 of Section 6, T11N, R1W, addressed as 10909 Bellview Dr.** After Staff spoke with Council, Byrne made a motion to approve the Replat, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
 8. **(PC – 2015) Discussion and consideration of approval of the Kambree Square, Section 1 Preliminary Plat, described as a part of the SW/4 of Section 1, T11N, R2W, located at 9205 SE 15th Street.** Applicant, Renee Clark, 9205 SE 15th, and Fern Miracle, 320 E. Fairchild, addressed Council. Staff and Council discussion was had. Byrne made a motion to approve the Preliminary Plat, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
- * Councilmember Reed left the meeting at 6:57 and returned at 6:59 PM.
9. **(PC – 2016) Discussion and consideration of approval of the proposed preliminary plat of Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road.** Per the applicant's request, Reed made a motion to table the item until the September 24, 2019 meeting, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
 10. **(TS-437) Discussion and consideration of changing the intersection of Austrian Pine Dr / Whitebud Pl / Red Oak Dr from a 2 way YIELD to a 4 way STOP.** After Staff spoke with Council, Byrne made a motion to approve the change, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
 11. **(TS-438) Discussion and consideration of adding additional STOP controls to the intersections of Viewpoint Dr /W Peebly Dr and Viewpoint Dr /Havenwood Dr.** After Staff spoke with Council, Byrne made a motion to approve the additional STOP controls, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
 12. **(TS-439) Discussion and consideration of recommending that the City pursue traffic calming measures on Murray Dr.** Sandy Boyle, 201 Orchard Dr., addressed Council. After Staff and Council Discussion, no action was taken.
 13. **(TS-440) Discussion and consideration of supporting a change to the traffic pattern at the intersection of NE 23rd Street and Midwest Boulevard.** After Staff and Council discussion, Eads made a motion to approve the change, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
 14. **(TS-441) Discussion and consideration of a request for additional STOP controls at the intersections of North Marshall Drive and East Kittyhawk Drive and East Rickenbacker Drive and East Harmon Drive.** Molly Morrell, 313 E Kittyhawk, addressed Council. After Staff and Council discussion, Eads made a motion to approve the STOP controls, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

15. **Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration; Article II, City Council; Section 2-11, Time of Regular Meetings of Council; and providing for repealer and severability.** After Staff spoke with Council, Eads made a motion to approve Ordinance 3385, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
16. **Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 20, Housing Code; Article I, Existing Structures: Section 20- 2, Code amended; establishing an effective date; and providing for repealer and severability.** After Staff spoke with Council, Byrne made a motion to approve Ordinance 3386, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
17. **Discussion and consideration approving an ordinance amending the Midwest City Municipal Code, Chapter 28, Offenses-Miscellaneous; Article II, Offenses Against Morals; Section 28-22, Indecent Exposure; Section 28-28, Urination in Public; and Providing for repealer and severability and establishing an effective date.** After Staff and Council discussion, Eads made a motion to approve Ordinance 3387, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
18. **Discussion and consideration to approve an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article I, In General; Section 42-13, Application procedures; Section 42-14, Planting trees or shrubs within public right-of-way; removal or relocation; fees; Article III, Tree Trimming, etc.; Section 42-49, Trimming; clearance; Section 42-50, Dead or diseased tree removal within right-of-way; Section 42-51, Notice to owner; Section 42-52, Hearing; Section 42-53, Cost to be determined; statement of cost to be sent; Section 42-54, Failure to pay costs to be certified to county treasurer; Placing Sections 42-55 and 42-56 in reserve; establishing an effective date; and providing for repealer and severability.** After Staff and Council discussion, Eads made a motion to approve Ordinance 3388, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
19. **Discussion and consideration of the replacement of Brian Ensey from the Original Mile Reinvestment Committee.** Eads made a motion to appoint Kim McNew, as the replacement for the Original Mile Reinvestment Committee, seconded by Reed. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

* Councilmember Allen left the meeting at 8:03 PM and returned at 8:08 PM.

The following people addressed the Council:

- Sandy Boyle of 201 Orchard Dr.;
- Kim McNew of 204 E Jacobs Dr.;
- Molly Morrell of 313 E Kittyhawk Dr.;
- Steve Smith of 528 Ercoupe;
- Ray Opalka of 336/338 Babb Dr.;
- Richard Cochran of 204 W Marshall;

*Councilmember Eads left the horseshoe at 8:21 PM and approached the podium.

- Susan Eads of 226 E Kitty Hawk; and

**Councilmember Eads left the meeting at 8:28 PM.

- Richard McCoy of 222 E Jacobs Dr.

ADJOURNMENT.

There being no further business, Mayor Dukes adjourned the meeting at 8:32 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
cbarron@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 24, 2019

SUBJECT: Discussion and consideration of accepting the City Manager's Report for the month of August, 2019.

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

August had three pay periods causing a decline in the following funds:

General (10)	<\$254,042>
Police (20)	<\$173,243>
Fire (40)	<\$196,527>

Capital Improvements (157) decreased due to the payments to:

OK Department of Transportation	<\$184,239>
Parathon Construction LLC	<\$92,360>

Hotel/Conference Center (195) had an operational gain of \$34,105 in August.

MWC Hospital Authority (425) activities for August:

Compounded Principal (9010) - unrealized loss on investment	<\$1,236,060>
Discretionary (9050) - unrealized loss on investment	<\$287,213>

This item is at Council's discretion.

Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending August, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	3,065,208	-	3,183,251	425,014	(543,056)	(118,043)	3,065,208
10	GENERAL	5,841,131	(149,487)	5,995,765	6,499,461	(6,803,582)	(304,121)	5,691,644
11	CAPITAL OUTLAY RESERVE	936,514	-	933,143	3,371	-	3,371	936,514
13	STREET AND ALLEY FUND	1,319,266	-	1,266,863	96,544	(44,141)	52,403	1,319,266
14	TECHNOLOGY FUND	163,703	-	164,040	67,843	(68,179)	(336)	163,703
15	STREET LIGHT FEE	1,726,697	-	1,630,191	102,320	(5,814)	96,506	1,726,697
16	REIMBURSED PROJECTS	879,110	(8)	824,019	62,252	(7,170)	55,082	879,102
17	29TH & DOUGLAS PROPERTY	5,500,284	-	5,500,283	1	-	1	5,500,284
20	MWC POLICE DEPARTMENT	4,158,393	-	4,188,477	2,707,372	(2,737,456)	(30,084)	4,158,393
21	POLICE CAPITALIZATION	548,526	-	491,782	143,083	(86,339)	56,744	548,526
25	JUVENILE FUND	23,113	-	30,214	9,667	(16,768)	(7,101)	23,113
30	POLICE STATE SEIZURES	72,931	-	72,631	1,499	(1,200)	299	72,931
31	SPECIAL POLICE PROJECTS	81,229	-	78,652	2,793	(216)	2,576	81,229
33	POLICE FEDERAL PROJECTS	61,465	-	61,341	124	-	124	61,465
34	POLICE LAB FEE FUND	22,279	-	21,650	2,156	(1,527)	629	22,279
35	EMPLOYEE ACTIVITY FUND	18,487	-	20,232	512	(2,258)	(1,745)	18,487
36	JAIL	145,358	-	151,135	9,043	(14,820)	(5,777)	145,358
37	POLICE IMPOUND FEE	152,369	-	156,316	10,162	(14,109)	(3,947)	152,369
40	MWC FIRE DEPARTMENT	2,708,837	(4)	2,803,249	2,101,415	(2,195,831)	(94,416)	2,708,833
41	FIRE CAPITALIZATION	938,339	-	877,748	102,374	(41,783)	60,591	938,339
45	MWC WELCOME CENTER	336,018	(140)	357,883	44,691	(66,695)	(22,005)	335,878
46	CONV / VISITORS BUREAU	216,563	-	200,919	74,618	(58,974)	15,644	216,563
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	536,381	-	569,922	78,517	(112,058)	(33,541)	536,381
61	STORM WATER QUALITY	895,353	-	878,476	132,468	(115,592)	16,877	895,353
65	STREET TAX FUND	1,595,515	-	1,519,081	82,196	(5,762)	76,434	1,595,515
70	EMERGENCY OPER FUND	718,007	-	713,432	105,855	(101,280)	4,575	718,007
75	PUBLIC WORKS ADMIN	386,391	-	351,006	196,894	(161,509)	35,385	386,391
80	INTERSERVICE FUND	491,164	-	462,631	505,753	(477,220)	28,533	491,164
81	SURPLUS PROPERTY	456,563	(360,577)	97,486	9,414	(10,914)	(1,499)	95,986
115	ACTIVITY FUND	362,487	(384)	354,596	19,485	(11,978)	7,507	362,103
123	PARK & RECREATION	639,114	(150)	651,194	98,036	(110,266)	(12,230)	638,964
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	92,889	(92,889)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	165,703	-	147,646	42,107	(24,050)	18,057	165,703
143	GRANT FUNDS	72,609	(12,609)	60,000	73,436	(73,436)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending August, 2019
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2019 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,088,447	(5,564)	2,363,534	145,727	(426,378)	(280,651)	2,082,883
172	CAP. WATER IMP-WALKER	1,104,746	-	1,022,289	82,884	(428)	82,457	1,104,746
178	CONST LOAN PAYMENT REV	2,874,743	(27,279)	3,186,744	131,552	(470,832)	(339,280)	2,847,464
184	SEWER BACKUP FUND	82,670	-	82,373	298	-	298	82,670
186	SEWER CONSTRUCTION	4,082,631	(175,000)	3,827,884	243,934	(164,186)	79,747	3,907,631
187	UTILITY SERVICES	494,850	(924)	500,342	203,817	(210,232)	(6,415)	493,926
188	CAP. SEWER IMP.-STROTH	582,984	-	603,107	69,926	(90,049)	(20,124)	582,984
189	UTILITIES CAPITAL OUTLAY	3,207,613	(75,477)	3,044,870	115,259	(27,993)	87,266	3,132,136
190	MWC SANITATION DEPARTMENT	2,520,522	-	2,266,302	1,195,320	(941,100)	254,220	2,520,522
191	MWC WATER DEPARTMENT	2,424,344	-	2,412,871	1,149,116	(1,137,643)	11,473	2,424,344
192	MWC SEWER DEPARTMENT	879,058	(193)	1,063,871	899,485	(1,084,492)	(185,007)	878,865
193	MWC UTILITIES AUTHORITY	940,225	-	936,841	3,385	-	3,385	940,225
194	DOWNTOWN REDEVELOPMENT	2,329,481	(5,045)	2,316,052	8,384	-	8,384	2,324,436
195	HOTEL/CONFERENCE CENTER	771,954	(547,309)	278,061	777,091	(830,507)	(53,416)	224,645
196	HOTEL 4% FF&E	1,140,720	-	819,894	345,465	(24,639)	320,826	1,140,720
197	JOHN CONRAD REGIONAL GOLF	143,917	(45,190)	74,131	231,140	(206,545)	24,595	98,727
201	URBAN RENEWAL AUTHORITY	33,793	-	36,197	122	(2,526)	(2,404)	33,793
202	RISK MANAGEMENT	1,069,949	(37)	1,553,379	146,160	(629,626)	(483,466)	1,069,913
204	WORKERS COMP	2,810,739	-	3,019,327	174,164	(382,752)	(208,588)	2,810,739
220	ANIMALS BEST FRIEND	83,030	-	79,400	3,631	-	3,631	83,030
225	HOTEL MOTEL FUND	-	-	-	131,849	(131,849)	-	-
230	CUSTOMER DEPOSITS	1,522,582	(1,522,582)	-	5,477	(5,477)	-	-
235	MUNICIPAL COURT	48,804	(48,804)	-	177	(177)	-	-
240	L & H BENEFITS	2,093,605	(21,153)	2,111,500	1,280,803	(1,319,850)	(39,047)	2,072,453
250	CAPITAL IMP REV BOND	15,401,478	(58,748,373)	(44,133,137)	2,528,950	(1,742,708)	786,242	(43,346,894)
269	2002 G.O. STREET BOND	445,922	-	444,318	1,604	-	1,604	445,922
270	2018 ELECTION G.O. BOND	25,618,269	-	25,642,175	92,877	(116,783)	(23,906)	25,618,269
271	2018 G.O. BONDS PROPRIETARY	10,808,971	-	10,773,118	38,914	(3,061)	35,853	10,808,971
310	DISASTER RELIEF	1,345,353	(146,501)	1,233,976	56,286	(91,411)	(35,125)	1,198,851
340	REVENUE BOND SINKING FUND	-	-	-	977,648	(977,648)	-	-
350	G. O. DEBT SERVICES	628,926	(37,375)	587,081	6,737	(2,267)	4,470	591,551
352	SOONER ROSE TIF	7,020,701	-	6,988,109	36,092	(3,500)	32,592	7,020,701
353	ECONOMIC DEV AUTHORITY	51,760,025	(49,963,021)	1,631,682	212,169	(46,846)	165,322	1,797,005
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	93,246,279	(7,119,297)	88,312,029	(276,382)	(1,908,663)	(2,185,045)	86,126,984
425-9020	MWC HOSP AUTH-LOAN RESERVE	3,047,429	(547,429)	2,500,000	10,311	(10,311)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,976,056	(12,999)	10,782,311	1,373,214	(192,469)	1,180,745	11,963,056
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	6,763,653	(154,711)	6,551,122	384,690	(326,868)	57,822	6,608,944
425-9080	MWC HOSP AUTH GRANTS	478,429	-	-	478,429	-	478,429	478,429
	TOTAL	297,114,031	(119,727,619)	177,733,036	27,170,065	(27,516,686)	(346,621)	177,386,415



Finance Department
100 N. Midwest Boulevard
Midwest City, OK 73110
cbarron@midwestcity.org
Office: 405-739-1245
www.midwestcityok.org

TO: Honorable Mayor and City Council

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 24, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: Dedicated Tax 2012 Fund, expenses/Parks (23) \$37,113. General Gov't Sales Tax Fund, revenue/Transfers In (20) \$15,375; expenses/Communications (20) \$15,375.

The first supplement is needed to budget final payment to ODOT related to Rail w/Trail Project. The second supplement is needed to reclass expense for council chamber sound system replacement from contractual expenses to correct fund/account.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS
September 24, 2019

Fund DEDICATED TAX 2012 (065)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
23	Parks			37,113	
		0	0	37,113	0

Explanation:
To budget final payment to ODOT for Rail w/Trail Project. Funding to come from fund balance.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
20	Transfers In	15,375			
20	Communications			15,375	
		15,375	0	15,375	0

Explanation:
Reclass expense for council chamber sound system replacement from contractual expense in General Fund to correct fund/account.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 24, 2019

RE: Discussion and consideration to designate Troy Bradley, Human Resources Director, as the Oklahoma Municipal Retirement Fund (OMRF) approved agent.

The Human Resources Director for the City of Midwest City is traditionally designated to act as the agent of the City in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants and to assist Participants, the City and City Council regarding Plan matters.

Per OMRF requirements, the authority to designate an authorized agent is granted solely to the governing body (City Council).

As Troy Bradley has taken over the role and responsibility of Human Resources Director from Ms. Wilson, the role of authorized agent for the OMRF Plan and Fund would fall to Mr. Bradley.

Troy Bradley, Human Resources Director



Oklahoma Municipal Retirement Fund
AUTHORIZED AGENT NOTIFICATION FORM

AUTHORIZED AGENT DESIGNATION PROCESS

An Authorized Agent shall be designated in writing by the Plan's Retirement Committee (governing body) and shall act as the agent of the Employer in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants and to assist Participants, the Employer and Committee regarding Plan matters. Please refer to the Authorized Agent Role and Responsibilities section of this form or the plan document for specific duties.

AUTHORIZED AGENT INFORMATION (please print clearly using black or blue ink)

NAME OF MUNICIPALITY OR ENTITY: City of Midwest City

FEDERAL TAX ID NUMBER: 73-6027530

APPROVED AUTHORIZED AGENT: Troy Bradley

TITLE: Human Resources Director

AUTHORIZED AGENT SIGNATURE: [Handwritten Signature]

EFFECTIVE DATE: 09/24/2019

MAILING ADDRESS: 100 N Midwest Blvd., Midwest City, OK 73110

PHONE NUMBER: (405) 739-1235 FAX NUMBER: (405) 739-1230

EMAIL ADDRESS: tbradley@midwestcityok.org

AUTHORIZATION

The undersigned hereby certifies that the foregoing information was introduced before the (governing body) of City of Midwest City Oklahoma and was duly approved on the day of , 20.

City of City of Midwest City

By:

Title: (Mayor or Chairman)

Certified by:

Date (Seal)

City Clerk

PLEASE CONTINUE TO PAGE 2 FOR AUTHORIZED AGENT'S ROLE AND RESPONSIBILITIES DEFINITION

AUTHORIZED AGENT ROLE AND RESPONSIBILITIES

EXCERPT FROM SECTION 10.1 (b) OF THE MASTER DEFINED CONTRIBUTION PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund) in matters pertaining to the Plan, the Fund and the Oklahoma Municipal Retirement Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

1. To coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Oklahoma Municipal Retirement Fund for management and investment;
2. To forward any communications directed to Participants and beneficiaries by the Trustees, the Trust Service Provider or the Oklahoma Municipal Retirement Fund;
3. To lend assistance to Participants and beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund and to forward such communications to the addressees;
4. To assist the Committee in determining whether or not Employees are eligible for participation in the Plan;
5. To certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and
6. To file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Oklahoma Municipal Retirement Fund.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: September 24, 2019

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 August 2019 which is the second (2) period of the FY 2019/2020.

A handwritten signature in black ink that reads "Troy Bradley".

Troy Bradley, Human Resources Director

FISCAL YEAR 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
PLAN INCOME												
Projected Budgeted (MTD)	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,837	674,836	674,836	674,836
Actual (MTD)	627,213	652,720										
Projected Budgeted (YTD)	674,837	1,349,674										
Actual (YTD)	627,213	1,279,933										
PLAN CLAIMS/ADMIN COSTS	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	727,655	640,699	727,655	640,699	640,699	727,655	640,699	640,699	727,655	640,698	640,698	640,698
Actual (MTD)	646,453	673,397										
Projected Budgeted (YTD)	727,655	1,368,354										
Actual (YTD)	646,453	1,319,850										
EXCESS INCOME vs. EXPENDITURES	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
Projected Budgeted (MTD)	-52,818	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	-52,818	34,138	34,138	34,138
Actual (MTD)	-19,240	-20,677										
Projected Budgeted (YTD)	-52,818	-18,680										
Actual (YTD)	-19,240	-39,917										
FISCAL YEAR 2018-2019	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
PLAN INCOME												
Projected Budgeted (MTD)	590,806	886,209	590,806	590,806	590,806	590,806	590,806	590,806	886,209	590,806	590,806	590,806
Actual (MTD)	580,003	778,717	869,305	675,077	605,701	604,448	596,882	575,414	821,358	578,427	665,692	606,593
Projected Budgeted (YTD)	590,806	1,477,015	2,067,821	2,658,627	3,249,433	3,840,239	4,431,045	5,021,851	5,908,060	6,498,866	7,089,672	7,680,478
Actual (YTD)	580,003	1,358,720	2,228,025	2,903,102	3,508,803	4,113,251	4,710,133	5,285,547	6,106,905	6,685,332	7,351,024	7,957,617
PLAN CLAIMS/ADMIN COSTS	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
Projected Budgeted (MTD)	569,824	854,736	569,824	569,824	569,824	569,824	569,824	569,824	854,736	569,824	569,824	569,824
Actual (MTD)	697,154	533,729	955,290	867,993	682,361	587,394	736,335	389,324	755,224	518,118	696,172	634,023
Projected Budgeted (YTD)	569,824	1,424,560	1,994,384	2,564,208	3,134,032	3,703,856	4,273,680	4,843,504	5,698,240	6,268,064	6,837,888	7,407,712
Actual (YTD)	697,154	1,230,883	2,186,173	3,054,166	3,736,527	4,323,921	5,060,256	5,449,580	6,204,804	6,722,922	7,419,094	8,053,117
EXCESS INCOME vs. EXPENDITURES	Jul - 18	Aug - 18	Sep - 18	Oct - 18	Nov - 18	Dec - 18	Jan - 19	Feb - 19	Mar - 19	Apr - 19	May - 19	Jun - 19
Projected Budgeted (MTD)	20,982	31,473	20,982	20,982	20,982	20,982	20,982	20,982	31,473	20,982	20,982	20,982
Actual (MTD)	-117,151	244,988	-85,985	-192,916	-76,660	17,054	-139,453	186,090	66,134	60,309	-30,480	-27,430
Projected Budgeted (YTD)	20,982	52,455	73,437	94,419	115,401	136,383	157,365	178,347	209,820	230,802	251,784	272,766
Actual (YTD)	-117,151	127,837	41,852	-151,064	-227,724	-210,670	-350,123	-164,033	-97,899	-37,590	-68,070	-95,500

**FFY19-20 CHANGE TO 24 PAY PERIODS FROM 26
2 EACH MONTH**

Aug 2/FY 2020: \$2,068,528
 Aug 2/FY 2019: \$2,333,614
 Aug 2/FY 2018: \$1,911,497
 Aug 2/FY 2017: \$1,814,884

**** HAD FIVE MONDAYS WITH REPORTED MEDICAL
CLAIMS PAID****



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Midwest City Emergency Manager

Date: September 24, 2019

Subject: Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2019-2020.

The Midwest City Emergency Operations plan is updated and exercised each year. The EOP provides a frame-work in which the departments of the city can plan and perform their respective emergency functions during a disaster or national emergency. This plan recognizes the need for ongoing emergency management planning by all departments within the city.

The plan incorporates the four phases of emergency management, which are Mitigation, Preparedness, Response, and Recovery. In accordance with Homeland Security Presidential Directive 5, all agencies, departments and organizations having responsibilities delineated in the EOP will use the National Incident Management System (NIMS). This system will allow for proper coordination between local, state and federal organizations. The Incident Command (ICS) System will be used to insure a common organizational structure.

Staff recommends approval.

A handwritten signature in black ink that reads "Mike Bower". The signature is written in a cursive style and is positioned above a horizontal line.

Mike Bower
Emergency Manager



2019
Midwest City
Emergency Operations Plan

Midwest City Emergency Operation Plan

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BASIC PLAN

I. PURPOSE.

- A. This plan has been developed to provide a comprehensive (multi-use) emergency management program for Midwest City. It seeks to mitigate the effects of hazards, prepare for measures to be taken which will preserve life and minimize damage, enhance response during emergencies, provide necessary assistance, and establish a recovery system in order to return the county and the cities/towns to their normal state of affairs.
- B. This plan attempts to define roles and responsibilities of organizations, and city departments in order to effectively mitigate, prepare for, respond to, and recover from the effects of natural disasters, technological accidents, nuclear incidents, and other major incidents/hazards. This plan is a guide, and as such, may never be followed in its entirety; however, the layout of this plan is such to allow quick access to valuable information, lays out the command structure, and allows for preparation of emergencies.

II. SITUATION AND ASSUMPTIONS.

A. Situation.

- 1. Midwest City is located directly south East of Oklahoma City. The 2015 population for Midwest City is 57,188. Midwest City is located on Interstate Highway 40, East of Oklahoma City.
- 2. The city is exposed to many hazards, all of which have the potential for disrupting the community, causing damage, and creating casualties. Potential hazards which may occur in or around the city are, Weather Hazards, Floods, Civil Disorders, Earthquakes, HAZMAT Incidents, Large Scale Power Failures, Unintentional Radiological Incidents, Wildland Fires, Structure Fires, Aircraft Incident, human and live-stalk epidemics, and the threat of Terrorism and use of Weapons of Mass Destruction.

B. Assumptions.

- 1. Midwest City will continue to be exposed to the hazards identified above, as well as others which may develop in the future.
- 2. Midwest City officials will continue to recognize their responsibilities with regard to the public safety, and exercise their authority to implement this emergency operations plan in a timely manner when confronted with real or threatened disasters.

BASIC PLAN

3. If properly implemented, this plan can help to reduce or prevent disaster related losses.

III. CONCEPT OF OPERATIONS.

A. General.

1. It is the responsibility of local government to undertake comprehensive management of emergencies in order to protect life and property from the effects of hazardous events. This plan is based upon the concept that the emergency functions performed by various groups responding to an emergency will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases. It is with this understanding that in the event of an emergency, all non-essential governmental functions can be suspended indefinitely in order to facilitate the personnel and resources required to resolve the emergency.
2. Within Midwest City, and its immediate unincorporated areas, the Executive Group will contact local municipalities, jurisdictions, or private organizations and request response resources when deemed necessary. Higher levels of governmental assistance can be requested as well, including County, State, and Federal resources. When the emergency exceeds the local government's capability to respond, assistance from the state government will be requested through the Oklahoma Emergency Operations Center (EOC). The federal government will provide assistance and resources to the state where needed. Federal assistance usually is extended to aid in recovery from major disasters.
3. A comprehensive emergency management plan is concerned with all types of hazards that may develop in the community. As shown below, it is more than an operations plan because it accounts for activities before, during, and after the disaster.

B. Phases of Management.

1. Mitigation.

Mitigation actions involve lasting, often permanent reduction of exposure to, probability of or potential loss from hazard events. Many of these actions are taken through planning and zoning, and public outreach and education. There is also a need for planning to take advantage of mitigation opportunities in the aftermath of an

BASIC PLAN

emergency or disaster due to the heightened sense of the hazards, and possible available funds from the event.

2. Preparedness.

Hazards cannot and will not be eliminated, therefore this city must prepare for action when an extraordinary event occurs. Preparedness actions serve to develop the response capabilities needed in the event an emergency should arise. Preparedness activities can identify deficiencies in the planning process, as well as familiarize entities that typically do not deal with emergencies on a day-to-day basis with the proper action or response required. Planning, training, and exercises are among the activities conducted under this phase.

3. Response.

The onset of an emergency creates a need for time-sensitive actions to save lives and property, as well as for action to begin stabilizing the situation so that the jurisdiction can regroup. Such response actions include notifying emergency management personnel of the crisis, warning and evacuation or sheltering the population if possible, keeping the population informed, rescuing individuals, and providing medical treatment, maintaining the rule of law, assessing damage, addressing mitigation issues that arise from response activities, and even requesting help from outside the jurisdiction.

4. Recovery.

Recovery is the effort to restore infrastructure, and the social and economic life of a community to normal but it should incorporate mitigation as a goal. For the short term, recovery may mean bringing necessary lifeline systems (e.g., power, communication, water and sewage, and transportation) up to an acceptable standard while providing for basic human needs (e.g., food, clothing, and shelter), and ensuring that the societal needs of individuals and the community are met (e.g., maintain the rule of law, provide crisis counseling, demonstrate that people do care, and that help is becoming available). Once some stability is achieved, the jurisdiction can begin recovery efforts for the long term restoring economic activity, and rebuilding community facilities and family housing with attention to long-term mitigation needs.

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IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

Most of the departments within city government have emergency functions in addition to their normal duties. Consequently, each department is responsible for developing and maintaining its own emergency Standard Operating Procedures to fulfill these responsibilities. Specific responsibilities are outlined under "Task Assignments" and amplified in function specific annexes in this plan.

B. Organization.

1. Midwest City Emergency Response Group.
2. The Midwest City Emergency Response Group is composed of the following:

- A. **Executive Group** is composed of the following positions to oversee and control the incident as unified group. These individuals are responsible for strategy and planning to remedy the incident, and ensure that all functions essential to efficient operation is performed: (See Appendix 2, Annex A for names of the officials.)

- (1) Mayor
- (2) City Council
- (3) City Manager
- (4) Emergency Management Director
- (5) Fire Chief
- (6) Police Chief
- (7) Director of Community Services
- (8) Director of Environmental Services
- (9) Director of EMS
- (10) IT Director

- B. **Command Support Group** is composed of the following positions to assist in the Emergency Management Process: (See Appendix 2, Annex A for names of the officials.)

- (1) Public Information Officer
- (2) Finance Officer
- (3) Planning/Human Resources Officer
- (4) Shelter/Mass Care (Red Cross/Salvation Army)
- (5) County Sheriff
- (6) County Chief of Emergency Health Services
- (7) County Emergency Management Director

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- (8) County Maintenance Director
- (9) Superintendent's of Schools
- (10) Public Utility Services
- (11) Legal Council

C. **Emergency Operations Group** is composed of the following positions to facilitate effective operations in order to remediate the emergency incident.

- (1) Fire/Rescue/Hazmat Activities: Asst Fire Chief
- (2) Security/Law/Traffic: Asst Police Chief
- (3) Emergency Medical Services: EMS Chief
- (4) Emergency Manager
- (5) Public Works
- (6) Communications
- (7) State Assistance (if required)
- (8) Federal Assistance (if required)
- (9) Military Assistance (if required)

D. **Resource Management Group** is composed of the following positions to allow for effective management, acquisition, and distribution of required resources.

- (1) Resource Management Coordinator
- (2) Purchasing Agent
- (3) Fleet Manager
- (4) Fire Department Logistics
- (5) Police Department Logistics
- (6) Donations Management Coordinator
- (7) Volunteer Coordinator
- (8) Provision Coordinator

E. **Evacuation/Transportation Group** is composed of the following positions to allow for effective movement of those affected by this disaster to the appropriate/safe area of refuge.

- (1) Evacuation/Transportation Coordinator
- (2) Public Transportation Director
- (3) Public Schools Vehicle Director
- (4) Private Charter organizations (greyhound)
- (5) National Guard
- (6) Police Liaison
- (7) EMS Liaison (Patient Location Info)

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F. **Damage Assessment Group** is composed of the following positions to allow for quick and accurate damage/casualty assessment.

- (1) Damage Assessment Coordinator
- (2) Coroner/Medical Examiner
- (3) City Engineers
- (4) Public Works
- (5) Helicopter groups (news/medical/military)
- (6) American Red Cross Rep.

G. **Communications Group** is composed of the following positions to allow for communication between;

- (1) Communications Supervisor
- (2) Public Information Officer
- (3) Victim Information Officer
- (4) Dispatch Supervisor

H. **Services/Support Group** is composed of the following positions to allow for seamless transitions, and support of all activities.

- (1) Engineering
- (2) Animal/veterinary Services

I. **Victim Support Group** is composed of the following positions to provide assistance to those affected by the incident and their families.

- (1) Clergy
- (2) Counselors
- (3) Victim Information Liaison
- (4) Red Cross
- (5) Salvation Army
- (6) Volunteers
- (7) Insurance Claims Agents

Note: In the event one or more of the above listed officials is incapacitated or otherwise unable to function, their assistant/deputy will replace them. See Paragraph V, C, 5 of this annex.

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3. EOC Support and Special Staff.

EOC support and special staff members may include volunteers who have skills and training in areas needed to provide a total response to an emergency. They may assist in many different areas in the accomplishment of their duties, perform functions within the EOC to enhance efficiency, or perform critical tasks outside of the scope of government departments.

4. Task Assignments and Responsibilities.

1. Executive Group is responsible for:

- a. Coordination of all phases of emergency management.
- b. EOC communication capability.
- c. Public information and education.
- d. EOC operation.
- e. Comprehensive emergency management planning.
- f. EOC staff training.
- g. Warning system planning.
- h. Damage assessment planning.
- i. Strategic Planning and Policy Formulation.
- j. Updating the Emergency Operations Plan.
- k. Opening the EOC and Implementing the EOP.

2. Public Information Officer is responsible for:

- a. Accurate and timely dissemination of information to public.
- b. Consulting with executive group.
- c. Public education.

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3. Finance Officer is responsible for:
 - a. Financial accounting of the incident.
 - b. Facilitating purchase requests.
 - c. Allocation of funding.
 - d. Consulting with Executive group.

4. Planning Officer is responsible for:
 - a. Coordinating city planning efforts with emergency management planning.
 - b. Provide essential data bases.
 - c. EOC Support.

5. Shelter/Mass Care Officer is responsible for:
 - a. Acquiring sufficient public shelters.
 - b. Coordinating with Red Cross and Salvation Army.
 - c. Acquiring sufficient first aid resources to care for minor injuries.
 - d. Work with Evacuation/Transportation Group.

6. County Sheriff is responsible for:
 - a. Working with local law enforcement and suiting the needs of the incident.

7. County Chief of Emergency Health Services/ City health Department is responsible for:
 - a. Providing support to the Executive Group.
 - b. Coordinating medical support and epidemic control.

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- c. Investigate adequacy of sanitation
 - d. Investigate safety of food and drink supply.
8. County/State Emergency Management Director is responsible for:
- a. Providing support to the Executive Group.
 - b. Securing external funds from County/State.
9. County Maintenance Director is responsible for assisting in:
- a. Providing support to Executive Group.
 - b. Providing resources required for response and recovery efforts.
10. Superintendent's of Schools is responsible for:
- a. Providing Shelter to displaced individuals.
 - b. Providing Buses for Transportation
11. Public Utility Services is responsible for:
- a. Maintaining and fixing the utilities that have been affected.
 - b. Assisting operations with utilities support.
12. Legal Council is responsible for:
- a. Providing legal advice to Executive Group.
13. Ministerial Alliance/Church Volunteer Groups are responsible for:

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- a. Assisting with lodging, feeding and welfare operations in support of disaster relief or relocation.
 - b. Assisting with reconstruction efforts.
 - c. Providing volunteer manpower.
 - d. Providing counseling service.
14. Medical Service Providers are responsible for:
- a. Emergency medical care for disaster victims.
 - b. Health care.
 - c. Crisis counseling.
15. Fire/Rescue/HAZMAT Operations
Asst. Fire Chief
- a. Fire Control.
 - b. Perform Hazmat Operations at Technician Level.
 - c. Fire Prevention.
 - (3) Warning/Evacuation Notification.
 - (4) Rescue Operations.
 - (5) EMS first Response.
 - (6) Decontamination Operations.
 - (7) Radiological, Biological Monitoring.
 - (8) Communications.
 - j. Search Operations.
 - k. Damage Assessment.
16. Security/Law/Traffic Operations

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Asst Police Chief

- a. Maintain Law and Order.
- b. Traffic Control.
- c. Restricted Area Control.
- d. Security and Protection of Installations.
- e. Warning/Evacuation Notification.
- g. Communications.
- h. Search Operations.
- i. EOC Security.
- j. Damage Assessment.

17. Emergency Medical Services Operations

EMS Chief

- a. Warning/Evacuation Operations.
- b. Emergency Medical Services.
- c. Critical Patient Transport.
- d. Triage.
- e. Damage Assessment.
- f. Arial Reconnaissance.
- g. Search Operations.
- h. Rescue Operations.
- (9) Communications.
- (10) Decontamination Operations.
- (11) Casualty Identification/Storage.

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18. Emergency Management Operations
Asst. Emergency Management Director
 - a. Warning/Evacuation Notification.
 - b. Search Operations.
 - c. Radiological Monitoring.
 - d. Damage Assessment.
 - e. Operation of Mobile Command Center.
 - f. Security.

19. Public Works Operations
Community and Environmental Services
 - a. Maintain Sewage System.
 - b. Maintain Debris and Garbage Disposal Operations.
 - c. Provide Engineering Services.
 - d. Road and Bridge Repairs.
 - e. Damage Assessment.
 - f. Radiological protection decontamination.
 - g. Fuel Storage.
 - h. EOC Support.
 - (12) Maintain Water Supply.
 - (13) Provide Potable Water.
 - (14) Coordinate Reconstruction Activities.
 - (15) Repair and Maintain Electrical Distribution System.
 - (16) Repair and Maintain Natural Gas Systems.
 - (17) Provide Heavy Machinery for all Operations.

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20. Communications

Dispatch Supervisor/Radio Repair Supervisor

- a. Maintain Radio Capabilities.
- b. Maintain Telephone Capabilities.
- c. Maintain Dispatch Service for Radio Traffic.
- d. Distribute Cell Phones.

21. Outside Assistance

State, Federal, Military

22. Other city agencies, officers, and employees of the City of Midwest City will support and implement this plan as directed by the City Commissioners.

V. DIRECTION AND CONTROL.

- A. The final responsibility for all emergency management belongs to the elected officials of the City who are members of the Executive Group. This group is the decision making group for all policy level decisions and is the executive head of the emergency service coordinators, and EOC staff. During response operations, the members of the policy group will act in concert and advise/direct the activities of the entire response organization through the EOC emergency service coordinators. They will also be available to constituents to address nonroutine matters.
- B. The Emergency Management Director is responsible for coordinating the emergency management program. He/she makes routine decisions and advises the Executive Group on alternatives when major decisions are required of that body. During emergency operations, he/she is responsible for the proper functioning of the EOC and its staff. The director also acts as liaison with other local, county, state, and federal emergency management agencies.
- C. Specific persons in departments/agencies are responsible for fulfilling their responsibilities as stated in this Basic Plan and the annexes thereto. Department Supervisors will retain control of their employees and equipment during response operations unless specifically dictated in this document. Standard operating procedures are required of each department having responsibilities in this plan. These SOPs must include:
 1. Recall procedures for personnel during non-duty hours.
 2. Current contact information for each employee.

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3. Prioritization of tasks to guide recovery work.
 4. Procedures to be followed which deviate from normal.
 5. Specific emergency authorities that may be assumed by the designated successor during emergency situations. (See Note at IV, B, 4.)
- D. During some periods of an emergency, Department Supervisors will be required to remain in the EOC and direct their departments from that facility. During any large-scale emergency, the EOC will in fact become the seat of county/city government for the duration of the crisis.

VI. CONTINUITY OF GOVERNMENT.

- A. Succession of Leadership. The line of succession for continuity of government for Midwest City is as follows:
1. City Mayor.
 2. Vice Mayor.
 3. Individual to be elected by available Council Members.
 4. Individual to be elected by available Council Members.
 5. Individual to be elected by available Council Members.
 6. Individual to be elected by available Council Members.
 7. Individual to be elected by available Council Members.
 8. City Manager.

Line of succession for the Emergency Management Director, and or his assistant will be the Fire Chief and then Police Chief.

Line of succession for each agency/department head is according to the department rules, and/or standing operating procedures established by each department.

B. Preservation of Records.

In order to provide normal government operations following a disaster, vital records must be protected. The principal causes of damage to records are fire and water; therefore, essential records will

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be protected accordingly in the City Hall or in local safety deposit vaults.

VII. ADMINISTRATION AND LOGISTICS.

A. Emergency Authority.

1. A summary of existing Oklahoma legislation pertaining to emergency management is listed in Section IX.
2. Provisions for local emergency powers are found in the Oklahoma Code and local ordinances which include but are not limited to:
 - a. Declaration of States of Emergency.
 - b. Contracts and Obligations.
 - c. Control of Restricted Areas.
 - d. Liability.

B. Agreements and Understandings.

Should city resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, higher levels of government, and other agencies in accordance with existing or emergency negotiated mutual-aid agreements and understandings, as well as the State Mutual Aid Compact passed into law in May of 2006 "HB-2585." Such assistance may take the form of equipment, supplies, personnel, or other available capability. All agreements and understanding will be entered into by duly authorized officials and will be formalized in writing whenever possible.

C. Reports and Records.

Required reports will be submitted to the appropriate authorities in accordance with instructions in annexes to this plan. All records of emergency management activities will be maintained at the EOC.

D. Relief Assistance.

All individual disaster assistance provided by the government will be administered in accordance with policies set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

E. Consumer Protection.

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Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the Oklahoma Attorney General's Consumer Protection Division.

F. Nondiscrimination.

There will be no discrimination on grounds of race, color, religion, nationality, sex, age, or economic status in the execution of emergency management functions. This policy applies to all levels of government, contractors, and labor unions.

G. Administration and Insurance Claims.

Insurance claims are normally handled on a routine basis by the commercial insurance companies and adjustment agencies. Complaints should be referred to the Oklahoma Insurance Commissioner. Adjusters of private insurance companies are usually dispatched to a disaster area to assist with claim problems. Midwest City will take all actions necessary to provide adequate access to facilitate insurance claims of victims.

H. Management of Manpower (Paid and Volunteer).

Manpower, both paid and volunteer, will be managed by the Human Resources officer and Volunteer Coordinator

I. Duplication of Benefits.

No person will receive assistance with respect to any loss for which he has received financial assistance under any other program, or for which he/she has received insurance or other compensation. This also applies to business concerns or other entities.

J. Use of Local Firms.

When major disaster assistance activities may be carried out by contract or agreement with private organizations, firms or individuals, preference will be given to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the areas affected.

K. Preservation of Historic Properties.

The Oklahoma Historical Preservation Officer (OHPO) will be notified when the Governor declares that a state of emergency exists as the result of a disaster. The Director, Oklahoma Department of Emergency

BASIC PLAN

Management, will arrange for the OHPO to identify any existing historic properties within the designated disaster area.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

- A. The contents of this plan must be known and understood by those people responsible for its implementation. The EM Director is responsible for briefing staff members and city officials concerning their role in emergency management, and the contents of this plan in particular.
- B. Department directors are responsible for development and maintenance of their respective segments of this plan, and their appropriate supporting SOPs as stated here and set forth in Section VIII of each Annex.
- C. The Policy Group will ensure an annual review of this plan is conducted by all officials involved in its execution. The EM Director will coordinate this review, and any plan revision and distribution found necessary.
- D. The plan will be tested at least once a year in the form of a simulated emergency exercise in order to provide a practical, controlled experience to those emergency managers tasked within the plan.

IX. AUTHORITIES AND REFERENCES.

- A. Legal Authority.
 - 1. Federal.
 - a. Federal Civil Defense Act of 1950, Pub. L. 81- 920 as amended.
 - b. Disaster Relief Act of 1974, Pub. L. 93-288 as amended.
 - c. Emergency Management and Assistance, 44 U.S. Code 2.1 (Oct. 1, 1980).
 - 2. State of Oklahoma.
 - a. Oklahoma Emergency Management Act of 2003.
 - b. Compendium of state legislation related to emergency management.

Oklahoma Constitution, Art 6 Section 1-6.

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3. Local.

Legal authority for establishment of Emergency Management Organization(s):

Resolution Establishing Midwest City Department of
Emergency Management, Code 1972, Chapter 11-1

B. References.

FEMA 20, Publications Catalog
FEMA L-136, Radio Amateur Civil Emergency Service (RACES)
Emergency Operations Plan for the State of Oklahoma.
Oklahoma Department of Emergency Management Digest of State Laws.

APPENDICES

Appendix 1 - Incorporation of Federal Response Plan
Appendix 2 - Definitions
Appendix 3 - List of Acronyms

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APPENDIX 1

INCORPORATION OF FEDERAL RESPONSE PLAN

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended) provides the authority for the Federal government to respond to disasters and emergencies in order to provide assistance to save lives and protect public health, safety, and property. The Federal Response Plan for Public Law 93-288, as amended is designed to address the consequences of any disaster or emergency situation in which there is a need for Federal response assistance. Copies of this plan are maintained at the State Emergency Operations Center.

The plan describes the basic mechanisms and structures by which the Federal government will mobilize resources and conduct activities to augment State and local response efforts. To facilitate the provision of Federal assistance, the plan uses a functional approach to group the types of Federal assistance under twelve Emergency Support Functions (ESFs). Each ESF is headed by a primary agency, which has been selected based on its authorities, resources, and capabilities in the particular functional area.

The plan has been incorporated into the State Emergency Operations Plan with State agencies assigned the task of cooperating with the appropriate Federal and local agencies in the coordination and implementation of the plan.

Accordingly, the local agencies listed in the matrix below are responsible for cooperation with the State and Federal counterparts in coordinating and implementing the plan.

APPENDIX 1

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

ESF #	Title	Federal Agency:	
1.	Transportation	Federal Agency:	Dept. of Transportation
		State Agency:	Dept. of Transportation
		Local Agency:	<u>Mid-Del Public Schools</u>
2.	Communications	Federal Agency:	National Comm. System
		State Agency:	Dept. of Emergency Mgmt.
		Local Agency:	<u>Midwest City Emergency Operation Center</u>

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INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

ESF #	Title	Federal Agency:	State Agency:	Local Agency:
3.	Public Works	U.S. Army Corps of Engineers & Engineering	Dept. of Transportation	<u>MWC Public Works Department</u>
4.	Firefighting	Dept. of Agriculture	Dept. of Agriculture	<u>MWC Fire Department</u>
5.	Information &	Federal Emerg. Mgmt. Agency Planning	Dept. Emergency Mgmt.	<u>MWC Dept. of Emergency Mgmt.</u>
6.	Mass Care	American Red Cross	American Red Cross	<u>American Red Cross</u>
7.	Resource Support	General Services Admin. Dept. of Emergency Mgmt.		<u>MWC Dept. of Emergency Mgmt.</u>
8.	Health & Medical Serv.	Dept. of Health & Human Serv.	Dept. of Health	<u>EMS Director/Alliance Midwest</u>
9.	Urban Search	Federal Emerg. Mgmt. Agency & Rescue	Dept. of Public Safety	<u>MWC Fire Department</u>
10.	Hazardous Materials	Envir. Protection Agency	Dept. of Envir. Quality	<u>MWC Fire Department</u>

APPENDIX 1

BASIC PLAN

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

ESF #	Title		
11.	Food	Federal Agency: State Agency: Local Agency:	Dept. of Agriculture American Red Cross <u>American Red Cross</u>
12.	Energy	Federal Agency: State Agency: Local Agency:	Dept. of Energy Dept. of Emergency Mgmt. <u>MWC Public Works Dept</u>

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APPENDIX 2

DEFINITIONS

AGENCY LIAISON OFFICER (ALO): Persons appointed by Director of designated state agencies who shall operate under the Director, Department of Emergency Management, during emergency periods to coordinate an agency's actions for providing effective relief and assistance in accordance with this plan and Public Law 93-288.

DISASTER: A dangerous event that causes significant human and economic loss, and demands a crisis response beyond the scope of any single agency or service, such as the fire or police department. Disasters are distinguished from emergencies by the greater level of response required. Disaster requires resources beyond those available locally.

EMERGENCY: While an emergency may have been devastating, it is a dangerous event that does not result in a request for State or Federal assistance.

"EMERGENCY" AS PROCLAIMED BY THE GOVERNOR: Whenever, in the opinion of the Governor, the safety of Oklahoma and its citizens requires the exercise of extreme measures due to an impending or actual disaster, he may declare an emergency to exist in the state, or any part of the state, in order to aid individuals and local government.

ELECTROMAGNETIC PULSE (EMP): A phenomenon of a nuclear detonation which disrupts electrical transmission and radio sets in a similar manner to a direct hit by lightning.

EMERGENCY OPERATIONS CENTER (EOC): A centralized facility to be utilized by the governments for direction, control and coordination.

EMERGENCY PERIOD: The period of time immediately before, and/or immediately following the impact of a catastrophe when severe threats exist to human life, animals, other private and public property and/or the environment.

EMERGENCY SUPPORT TEAM: Teams of federal personnel formed by the Director, Federal Emergency Management Agency, Region VI, and deployed in a declared major disaster area to assist the federal coordinating officer in carrying out his responsibilities.

FEDERAL COORDINATING OFFICER (FCO): The person appointed by the President of the United States to operate under the Director, Region VI Federal Emergency Management Agency to coordinate federal assistance in a declared major disaster area under the provisions of Public Law 93-288.

GOVERNOR'S AUTHORIZED REPRESENTATIVE (GAR): The person appointed by the Governor of Oklahoma in the Federal/State Disaster Assistance Agreement as his authorized representative to act in cooperation with the Federal Coordinating Officer.

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APPENDIX 2

DEFINITIONS (CONT)

LOCAL GOVERNMENT: Any county, city, or incorporated town in the State of Oklahoma.

LOCAL MASS CARE CENTER: A place selected locally by the private volunteer groups to provide care for individuals dislocated during the emergency period. Services provided are lodging, feeding, registration, first aid and other social services.

MAJOR DISASTER: Any hurricane, tornado, storm, flood, high water, wind-driven water, earthquake, volcanic eruption, landslide, snow storm, explosion, or other catastrophe in any part of the United States which, in the determination of the United States, causes damage of sufficient severity and magnitude as to warrant major disaster assistance under Public Law 93-288 above and beyond emergency services by the federal government, to supplement the efforts and available resources of the state, local governments and disaster relief organizations in alleviation of the damage, loss, hardship, or suffering caused thereby.

NATIONAL WARNING SYSTEM (NAWAS): A protected full-time voice communications system which provides warning information throughout the nation.

OKLAHOMA DEPT. OF EMERGENCY MANAGEMENT (OEM): The agency responsible for preparation and execution of emergency functions to prevent, minimize and repair injury and damage resulting from hostile actions or natural disasters as stated in the Oklahoma Emergency Management Act of 2003.

PUBLIC FACILITY: Any flood control, navigation, irrigation, reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, or airport facility, any non-federal aid street, road or highway and any other public building, structure or system.

RECOVERY PERIOD: That period of time subsequent to an emergency when economic recovery from disaster damage takes place, including the use of any available local, state, federal government and private resources.

VOLUNTEER SERVICE ORGANIZATION: Any organization which is non-government, nonprofit whose primary mission is to provide humanitarian support in times of need using public donated funds and volunteer personnel resources with or without a formal declaration of an emergency. (i.e.: American Red Cross, Salvation Army, etc.).

WATCH PERIOD: A period of time when meteorological conditions indicate a probability of severe weather phenomena.

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APPENDIX 3

LIST OF ACRONYMS

ABLE	ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION
ARC	AMERICAN RED CROSS
ARM	AERIAL RADIOLOGICAL MONITOR
CAP	CIVIL AIR PATROL
CDC	CENTERS FOR DISEASE CONTROL
CFR	CODE OF FEDERAL REGULATIONS
CFSA	CONSOLIDATED FARM SERVICE AGENCY
DAC	DISASTER APPLICATION CENTER
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DFO	DISASTER FIELD OFFICE
DHS	DEPARTMENT OF HUMAN SERVICES
DOT	DEPARTMENT OF TRANSPORTATION
DPS	DEPARTMENT OF PUBLIC SAFETY
DR&R	DISASTER RESPONSE AND RECOVERY
DSR	DAMAGE SURVEY REPORT
DWI	DISASTER WELFARE INQUIRY
EAS	EMERGENCY ALERT SYSTEM
ELT	EMERGENCY LOCATOR TRANSMITTER
EMI	EMERGENCY MANAGEMENT INSTITUTE
EMP	ELECTROMAGNETIC PULSE
EMS	EMERGENCY MEDICAL SERVICE
EOC	EMERGENCY OPERATIONS CENTER
EOP	EMERGENCY OPERATIONS PLAN
EPA	ENVIRONMENTAL PROTECTION AGENCY
EPCRA	EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT
EPI	EMERGENCY PUBLIC INFORMATION
ESF	EMERGENCY SUPPORT FUNCTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
HAN	HEALTH ALERT NETWORK
HRSA	HEALTH RESOURCES & SERVICES ADMIN.
IC	INCIDENT COMMANDER
ICS	INCIDENT COMMAND SYSTEM
IS	INDEPENDENT STUDY
MERC	MEDICAL EMERGENCY RESPONSE CENTER
MI	MANAGED INVENTORY
MIPS	MASS IMMUNIZATION / PROPHYLAXIS STRATEGY
MMRS	METROPOLITAN RESPONSE TEAM
MRC	MEDICAL RESERVE CORPS
NAWAS	NATIONAL WARNING SYSTEM
NOAA	NATIONAL OCEANIC & ATMOSPHERIC ADMIN.
NRCS	NATIONAL RESOURCES CONSERVATION SERVICE

BASIC PLAN

APPENDIX 3

LIST OF ACRONYMS (CONT)

NUDET	NUCLEAR WEAPONS DETONATION
NWR	NOAA WEATHER RADIO
NWS	NATIONAL WEATHER SERVICE
NWWS	NOAA WEATHER WIRE SERVICE
OEM	OKLAHOMA DEPT. OF EMERGENCY MGMT.
OHP	OKLAHOMA HIGHWAY PATROL
OIC	OFFICER IN CHARGE
OLETS	OKLAHOMA LAW ENFORCEMENT TELECOMMUNICATION SYSTEM
OMD	OKLAHOMA MILITARY DEPARTMENT
OSA	OKLAHOMA STATUTES ANNOTATED
OSDH	OKLAHOMA STATE DEPARTMENT OF HEALTH
OSBI	OKLAHOMA STATE BUREAU OF INVESTIGATION
OSC	ON-SCENE COORDINATOR
PIO	PUBLIC INFORMATION OFFICER
RACES	RADIO AMATEUR CIVIL EMERGENCY SERVICE
RADEF	RADIOLOGICAL DEFENSE
RM	RADIOLOGICAL MONITOR
RMPG	REGIONAL MEDICAL PLANNING GROUP
RMRS	REGIONAL MEDICAL RESPONSE SYSTEM
RO	RADIOLOGICAL OFFICER
RRT	RADIOLOGICAL RESPONSE TEAM
RSS	RECEIVING, STAGING, & STORING
SAR	SEARCH AND RESCUE
SARA	SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT
SNS	STRATEGIC NATIONAL STOCKPILE
SARDA	STATE AND REGIONAL DEFENSE AIRLIFT
SOP	STANDARD OPERATION PROCEDURE
TARU	TECHNICAL ADVISORY RESPONSE UNIT
TPRS	TERROSIM PREPAREDNESS & RESPONSE SERVICE
USC	UNITED STATES CODE
USDA	UNITED STATES DEPARTMENT OF AGRICULTURE
VOAD	VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTERS

ANNEX A

DIRECTION AND CONTROL

I. PURPOSE.

This annex establishes workable procedures for the development, manning, and operation of a control center(s) within Midwest City to coordinate an effective response to emergency situations. The center(s) will be activated when the threat of loss of life, and/or excessive property damage may occur. This applies to both natural and manmade disasters.

II. SITUATION AND ASSUMPTIONS.

A. Situation

1. During a period of increased readiness, or an emergency in which major loss of life or property damage appears imminent, or has occurred, the Emergency Operations Center (EOC) will be activated. It will be staffed to a level sufficient to respond to the gravity of the situation. The EOC for Midwest City is located in the basement of the City Hall building at 100 North Midwest Boulevard. The Alternate EOC is located at the Charles Johnson Building, at 8726 SE 15th street.
2. All government and civil agencies having emergency responsibilities, as outlined in the EOP, will be advised when the EOC is opened.
3. All emergency operations will be directed by authorities established by law, or delegated by the elected officials.
4. All requirements for personnel, equipment and the supplies needed will be obtained in accordance with the provisions outlined in Annex R.
5. EOC direction and control functions and responsibilities are assigned to responsible persons identified herein, and in appendices to this annex.

III. CONTINUITY OF OPERATIONS.

General.

An effective Emergency Operations Center (EOC) is the key to successful response operations. The gathering of persons in authority, along with supporting staff personnel in one location facilitates the prompt and effective employment of resources. It also enhances the coordination of activities that will ensure all required tasks are accomplished without duplication of effort. The Emergency Management Director typically will activate the EOC and alert those persons designated to occupy EOC positions when a danger is recognized.

ANNEX A

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

1. There are actually two (2) parts to the Executive Group. Part one is the Policy Group which is comprised of the city elected officials. This is the group making, overseeing, and approving the final decisions and policy. Part two is the Technical Group which is comprised of the major city department/agency heads who play major roles in the response, and due to their position deal with similar situations on a regular basis. These individuals will coordinate their efforts with all in the executive group to formulate effective plans, and communicate the appropriate plans and actions to those participating in the emergency. The Command Support Group will also be located in the EOC. These Administrators/officials have valuable insight towards their specific responsibilities, and are of high importance in advising the Executive Group or controlling those items that fall within their realm of expertise. The coordination of activities of the Emergency Services will be under the direction of the members of the technical group contained within the Executive Group, and the Command Support Group. Their individual activities and responsibilities are contained in their respective annexes in the plan.
2. The Emergency Operations Staff which is comprised of several staff officers or Officers-in-Charge (OIC) of sections, have many functions that are vital when operating in emergency situations. The functional responsibilities for each OIC will be referred to in annexes to this plan. He/she will work under the direction of the Executive Group, and will coordinate with the Command Support Group or agency heads when necessary. These Individuals will typically be the Incident Commander (IC) of an incident from its onset, and may be relieved of their command by those in a higher level of authority according to this plan. In the initial stages of an incident, the Incident Commander will typically be located on scene. Dependent upon the individual situation and its extent, the IC may stay on scene, be moved to a mobile command post nearby, or be relocated to the EOC. The IC can just as easily be moved from the EOC to the scene.
3. The EOC may be activated by any Executive Group member when it appears that any portion of Midwest City is, or may be, threatened with loss of life, or extensive property damage.
4. Each department or agency director tasked to serve on the Executive or Command Support Group, or his designated replacement, will immediately report to the EOC to direct and coordinate his agency's response to the emergency confronting the community.

ANNEX A

5. The Emergency Management Director(s) will maintain and activate the procedures to recall/assemble the EOC staffs. (See Appendix 3 to this Annex. EOC Activation Checklist.)

B. Organization.

See Section IV, Basic Plan and Appendix 1, in this Annex.

C. Task Assignments and Responsibility.

1. Executive Group.

- a. The elected or legally appointed officials are responsible for the protection of life and property within the boundaries of their jurisdictions.
- b. The policy group will exercise all normal powers contained in the State of Oklahoma Emergency Management and Resources Management Act of 1967, as amended, and local ordinances and resolutions, in performance of direction and control duties for emergencies confronting the citizens.
- c. Control of all crisis operations is vested in the Executive group and may be delegated to responsible individuals as stated in this plan, or to an appropriate designee as shift arrangements dictate.
- d. Activate the EOC (Full or Partial Activation), when appropriate.
- e. Directs Tasked organizations to ensure response personnel report to the appropriate locations in accordance with the organization's SOP.
- f. Directs implantation of protective actions for public safety (if appropriate)
- g. If necessary, directs EOC staff to relocate to alternate EOC to continue operations.
- h. When appropriate, terminates response operations and release personnel.

2. Technical Group (contained within Executive Group).

- a. Emergency Management Director is responsible for (with assistance by the EOC Staff):

ANNEX A

- (1) Coordinates EOC staff activities to supply aid to disaster victims or areas.
- (2) Makes routine decisions and advises the policy group on courses of action and/or decisions required.
- (3) Responsible for insuring that local agencies who have been assigned primary responsibility for any of the emergency support functions identified in the Federal Response Plan, (See Appendix 1 to Basic Plan), are available in the EOC to facilitate coordination with the state and federal agencies providing the assistance.
- (4) Responsible for keeping the EOC in an operational ready state.
- (5) Assigns qualified people to EOC staff positions and keeps a current roster of the staff.
- (6) Responsible for developing an alert system and for alerting the policy group and the EOC staff of any impending emergency.
- (7) Responsible for activating the EOC (after consulting with the policy group if time permits), and recalling the EOC staff.
- (8) Supervises the EOC Operations staff and coordinates with the Executive Group, and Command Support Group to assure timely aid or assistance is rendered to victims of the emergency.
- (9) Schedules the EOC staff for a two shift, around the clock operation (when deemed necessary).
- (10) Arranges for feeding of the staff.
- (11) Updates the alert/staff roster and this Annex at least once each year.
- (12) Holds briefings for the policy group and the coordination group to update their knowledge of the emergency situation.
- (13) Makes provisions for displaying pertinent information, (major events/occurrences, damage survey information, requests for assistance, etc.), in the EOC for the policy group and the coordination group.

ANNEX A

- (14) Coordinates with the Policy Group and makes provisions for relocating staff members to an alternate EOC if the primary EOC becomes inoperable.
 - (15) Makes provisions for notifying all agencies involved in the emergency situation (local, state, federal, and the private sector) that operations have been shifted to the Alternate EOC if the primary EOC becomes inoperable.
- b. Fire Chief.
See Section IV, Basic Plan and Annex K, Fire/ Rescue.
 - c. Police Chief.
See Section IV, Basic Plan and Annex I, Law Enforcement.
 - d. Director of Public Works.
See Section IV, Basic Plan and Annex I, Public Works.
 - e. EMS Chief/Director.
See Section IV, Basic Plan and Annex H, Health and Medical.
3. Command Support Group.
 - a. Public Information Officer.
See Section IV, Basic Plan and Annex B, Communications.
 - b. Finance Officer.
See Section IV, Basic Plan.
 - c. Planning/ Resources Officer.
 - (1) Compile an inventory of personnel, equipment, materials and facilities which may be needed in an emergency. This inventory will constitute the County Resource Data Book.
 - (2) Provide manpower, supplies, material and/or equipment required by other coordinators to provide relief to the emergency situation.

ANNEX A

- (3) Ration or establish priority use of critical or scarce resources during any emergency.
 - (4) Maintain records of all expenditures for emergency resources obtained and give them to the appropriate official for disposition.
 - (5) See Annex N, Resources Management.
- d. Shelter/Mass Care Officer.
- (1) See Section IV, Basic Plan and Annex F, Victim Welfare.
 - (2) Coordinate shelter operations with the county Emergency Management Director.
- e. County Sheriff.
- See Section IV, Basic Plan, and Annex I, Law Enforcement.
- f. County Chief of Emergency Health Services.
- (1) See Section IV, Basic Plan and Annex H, Health & Medical.
 - (2) Closely coordinate activities with the Midwest City Health Department.
- g. County Emergency Management Director.
- See Section IV, Basic Plan.
- h. Superintendent's of Schools.
- See Section IV, Basic Plan.
- i. Public Utility Services (Member of each Entity).
- See Section IV, Basic Plan.
- j. Legal Council.
- See Section IV, Basic Plan.

ANNEX A

4. The EOC Operations Staff.

a. Shall provide administrative support and advice to all groups contained within the EOC. This staff functions under the supervision of the EM Director.

V. DIRECTION AND CONTROL.

See Section IV, Basic Plan.

VI. CONTINUITY OF GOVERNMENT.

A. During any large scale emergency the EOC will become the center for all local government control. It will be from this center that all decisions and direction will emanate to the public concerning the emergency. Additional areas that may be utilized by specific groups could include Fire Stations, Police Stations, and other City Administrative buildings.

B. Lines of succession for critical personnel have been established and presented in Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

A. Emergency Operations Centers.

1. Primary EOC.

a. Location(s).

The basement area of the City Hall building is designated as the Primary Emergency Operations Center for Midwest City. This building is located at 100 North Midwest Blvd., the alternate EOC is located at the Charles Johnson building on the second floor of the Fleet Maintenance Facility, at 8726 SE 15th St.

b. Facilities in the Midwest City EOC.

(1) The working area includes several offices and the communication center.

(2) Communications equipment necessary for conducting emergency operations is in place.

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- (3) An auxiliary generator is available at City Hall to provide backup power for operating lights and radios. This item is supplied by a direct connection to the city natural gas feed line to allow for continuous operation.
- (4) Kitchen facilities at City Hall are adequate to provide food for the EOC staff. Also, restaurants are nearby and food may be catered to the EOC as needed, if the situation permits.

c. Depending on the type and severity of the situation; the city offices and equipment at the City Hall will be available to support emergency operations affecting the city.

2. Alternate EOC.

Should the primary EOC become unusable, personnel will be directed to relocate to the alternate EOC that will be established at the Charles Johnson Building 8726 SE 15th. Communication equipment will be augmented with any that can be brought from the primary EOC. The Mobile Command Post will be utilized to augment alternate EOC requirements. Nearby restaurants will need to be used for feeding of EOC staff, or food may be catered in, as needed.

3. Incident command post.

During emergency operations it may be necessary to set up an incident command post to coordinate response activities at the onsite location. Incident commanders (fire service or law enforcement officers) will be responsible for establishing such required command posts.

B. Reports and Records.

The type of emergency dictates the reports required.

1. Initial Disaster Report.

This short report is designed to provide the Oklahoma Department of Emergency Management EOC with basic information about any emergency situation. See Appendix 4, Tab A, of this Annex. Damage assessment reporting is addressed in Annex M.

2. Events Log.

A record of major events and response actions will be compiled by the EOC support staff to provide a history of actions taken. See Appendix 4 Tab B.

ANNEX A

3. Other Reports.

Additional report forms can be found in other annexes of this plan.

C. Media.

News conferences will be held at regular intervals. Media personnel may be allowed into the EOC in small numbers when accompanied by the Public Information Officer.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The Emergency Management Director is responsible for the content of this annex and for its currency. All EOC staff members must be familiar with its content.

IX. AUTHORITY AND REFERENCES.

A. Authority.

See Section IX, Basic Plan.

B. References.

FEMA, Guide for Increasing Local Government Emergency Management Readiness During Periods of International Crisis; State and Local Guide (SLG) 100.

Digest of Oklahoma Laws.

FEMA, SLG 101, Guide of All-Hazard Emergency Operation Plans.

FEMA, CPG 1-20, with Chg. 1, Emergency Operating Centers Handbook.

APPENDICES

APPENDIX 1 - Emergency Services Organization

APPENDIX 2 - Organization Assignment Roster

APPENDIX 3 - EOC Activation Checklist

APPENDIX 4 - EOC Administration Section

TAB A - Situation Report

TAB B - EOC Daily Log of Events

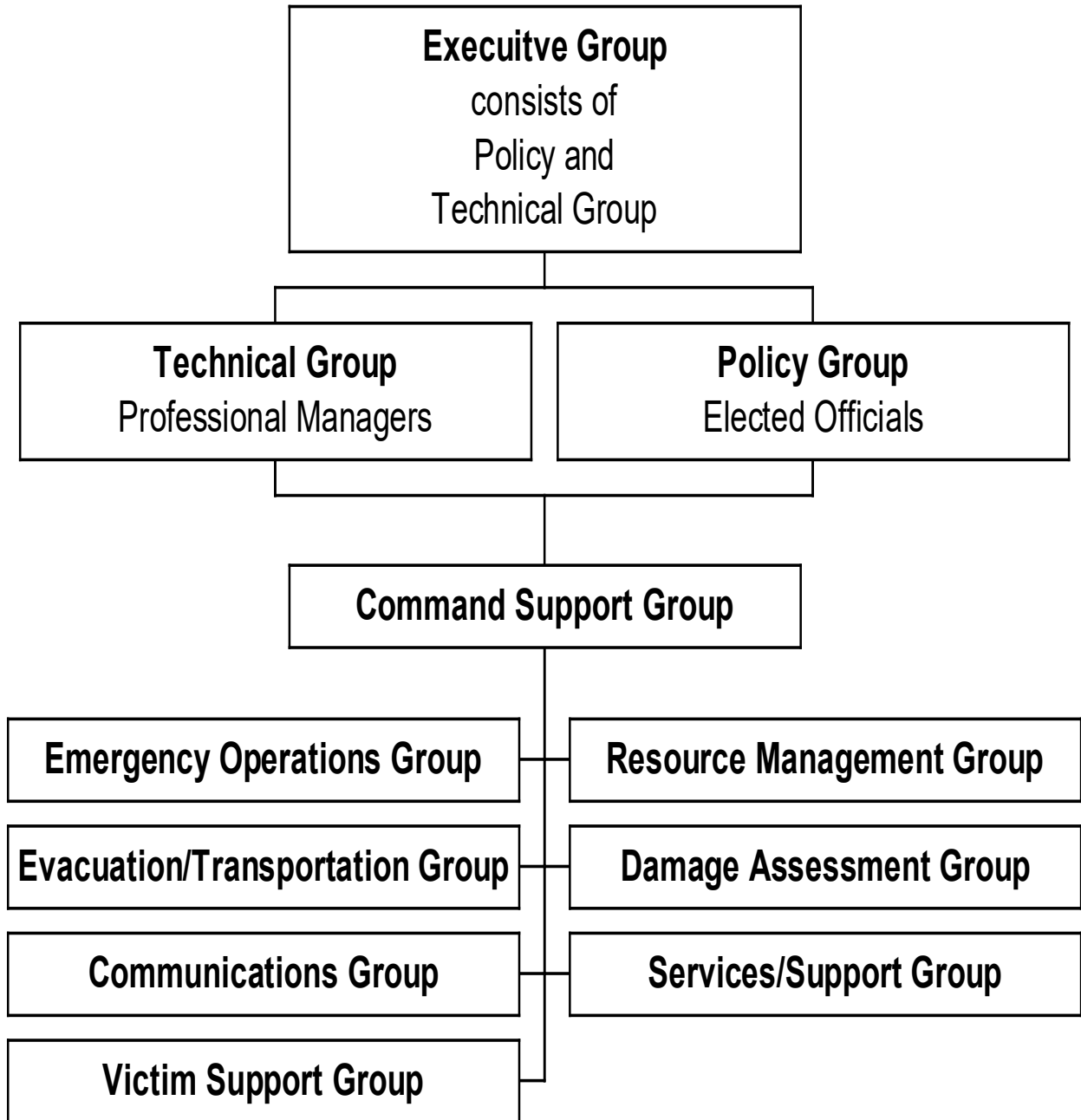
TAB C - EOC Staffing Roster

TAB D - Security Log

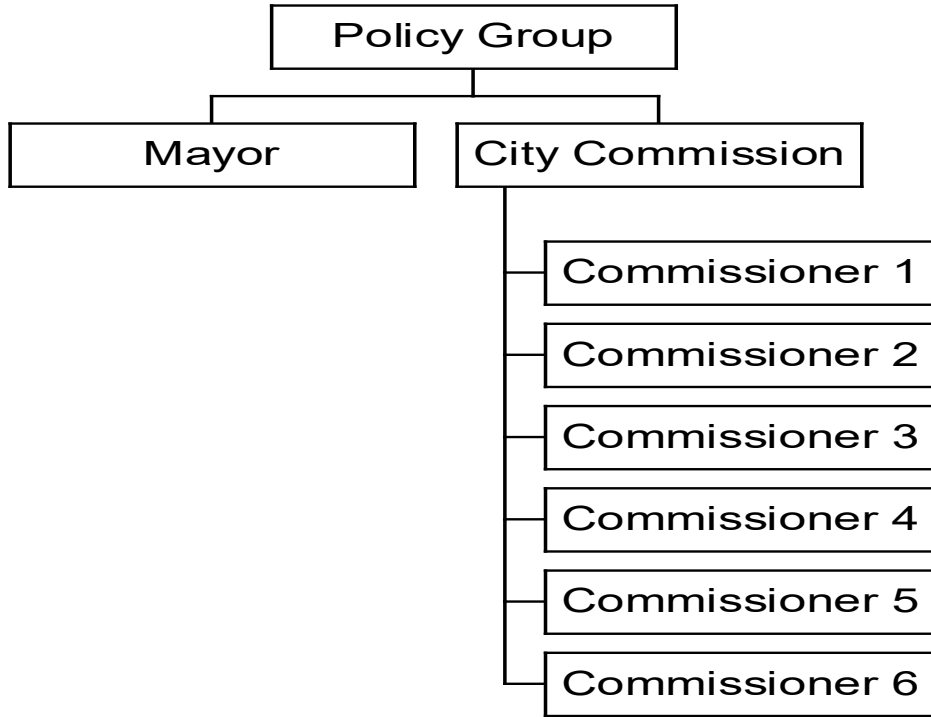
TAB E - Sample Disaster Declaration

ANNEX A

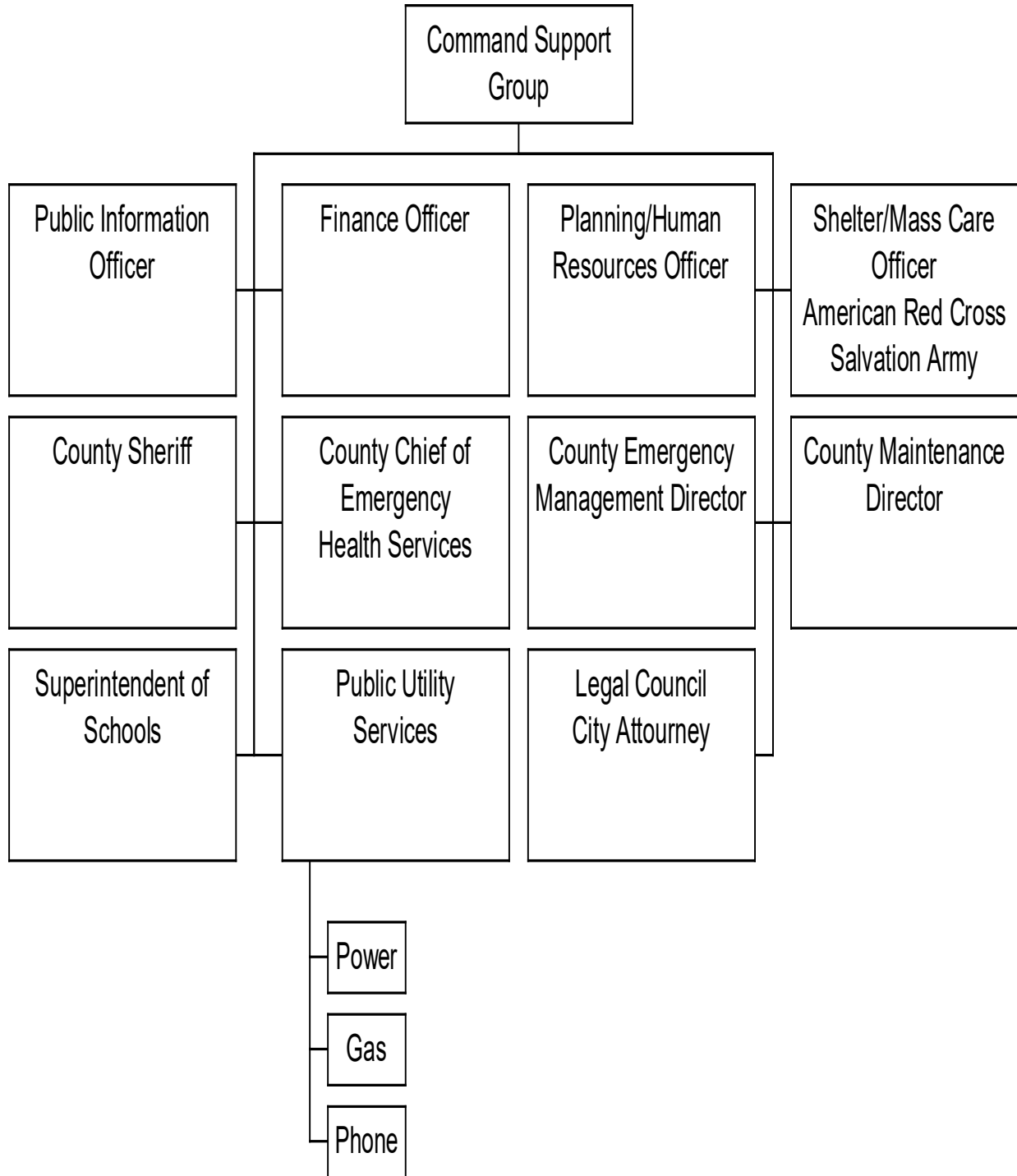
APPENDIX 1
Midwest City Emergency Response Group



ANNEX A



ANNEX A



ANNEX A

APPENDIX 2

ORGANIZATION ASSIGNMENT ROSTER
Midwest City

I. Executive Group:	<u>Title</u>	<u>Name</u>	<u>Phone No.</u>
	<i>Policy Group</i>		
	City Manager	Tim Lyon	739-1201 Office 740-1777 Cell
	Mayor	Matt Dukes	739-1209 Office 740-3039 Cell
	Vice Mayor	Pat Byrne	990-1056 Cell
	Council	Susan Eads	650-8995 Cell
		Espaniola Bowen	831-7197 Cell
		Sean Reed	317-3083 Cell
		Christine Price Allen	503-0553 Cell
		Jeff Moore	641-6395 Cell
	<i>Technical Group</i>		
	Emerg Mgmt Dir.	Mike Bower	739-1386 613-8511 Cell
	Fire Chief	Bert Norton	739-1341 568-7767 Cell
	Police Chief	Brandon Clabes	739-1302 659-1070 Cell
	Community Service Director	Robert Streets	739-1361 245-7711 Cell
	EMS Director	Larry Terry	610-8061 640-4500 Cell
II. Command Support Group			
	PIO	City- Claudia Deakins	739-1206 471-1654 Cell
		Fire – David Richardson	739-1342 496-0176 Cell
		Police – Sid Porter	739-1325 990-6779 Cell
	Finance Director	Christy Barron	739-1245 514-8621 Cell
	Planning/Resource Officer	Billy Harless	739-1228 229-4533 Cell

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County Sheriff	PD Taylor	713-1051
County Chief of Emerg. Health Servc	DR. Gary Cox	425-4332 315-2165 Cell
Superintendent of Schools	Dr. Richard Cobb	737-4461 x 1233 488-7011 Cell
City Attorney	Heather Poole	739-1284 494-0607 Cell
Public Utility Services <i>Electricity</i> Oklahoma Electric Cooperative		321-2024
Oklahoma Gas and Electric (OG&E)		533-8585
CREC (Rural Electric)		800-375-2884 x 155
<i>Natural Gas</i> Oklahoma Natural Gas (ONG)		551-6500
<i>Telephone</i> AT&T Administration		800-403-3302

III. Emergency Operations Group

<i>Fire/Rescue/Hazmat</i> Asst. Chief	Shift Commander	739-1343
	Tony Williams	255-3820 Cell
	Doug Beabout	615-5553 Cell
	Tony Lopez	202-3191 Cell
Security/Law/Traffic Assistant Chief	Sid Porter	739-1325 990-6779 Cell 202-3191

IV. Resource Management Group

<i>Purchasing Agent</i> Finance Director	Christy Barron	739-1245 514-8621 Cell
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ANNEX A

APPENDIX 3

EOC ACTIVATION CHECKLIST

The following activities will be accomplished when a decision is made to activate the EOC:

- _____ Notify EOC staff first shift assignees as required.
- _____ Activate additional telephones, as required.
- _____ Assign security to EOC entrance.
- _____ Check radios and other communication equipment.
- _____ Brief EOC personnel on the situation.
- _____ Review operating procedures.
- _____ Initiate Departmental Checklists.
- _____ Notify Oklahoma Dept. of Emergency Management.
- _____ Obtain phones for media use, if required.

ANNEX A

APPENDIX 4

EOC ADMINISTRATION SECTION

I. PURPOSE.

This section provides instructions for the administration of the EOC; arranges for 24-hour staffing of the EOC and duty rosters; specifies reports required by the Oklahoma Department of Emergency Management Organization; and plans for the expansion of the EOC to accommodate an enlarged staff.

II. GENERAL.

The EOC Staff Coordinator, supervised by the Emergency Management Director, is responsible for supervising staff shift arrangements, housekeeping, billeting, feeding and administrative support of the EOC staff. They are also responsible for coordinating security of the facility with the Police Department, and supervision of the preparation of recurring reports and their timely transmission. During normal periods these functions will be performed by the Emergency Management Director or an individual appointed to this position by the Emergency Management Director

III. CONCEPT OF OPERATIONS.

A. Normal Peacetime Readiness.

Prepare and review plans and SOP's for internal EOC operations; inform county officials of EOC status; ensure the EOC is properly equipped for relocation and emergency operations; coordinate with county departments to ensure their readiness to conduct operations from the EOC; pre-stock administrative materials, forms and supplies in the EOC; plan expansion of the EOC into other available space for feeding of the EOC staff during emergency operations.

B. Increased Readiness.

Carry on normal readiness responsibilities; advise Executive Group on measures to increase readiness of the EOC, and emergency service organizations; initiate alerting and mobilization of Victim Support Group, Services Support Group, Communications Group, Damage Assessment, Evacuation Transportation Group, and Resource Management Group if required; activate EOC, review EOC procedures, brief EOC staff, make final preparations for emergency operations; obtain necessary supplies not already stocked; coordinate feeding of EOC staff; establish security and EOC pass system, if required.

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C. Emergency Period.

Brief Executive Group regularly on status of operations; exercise staff supervision of the EOC staff and exercise other authority delegated by the Executive Group; ensure each EOC element maintains adequate written records of messages, directives, requests and resulting actions; provide support to emergency service coordinators and EOC staff and administrative items needed for efficient operations; ensure reports are dispatched promptly.

IV. REPORT FORMS.

Situation reports, staffing rosters, readiness reports and other common reports will be prepared by the administration section based upon input of entire EOC staff.

TABS

- TAB A - Situation Report
- TAB B - EOC Daily Log of Events
- TAB C - EOC Staffing Roster
- TAB D - Security Log
- TAB E - Sample Disaster Declaration

ANNEX A

TAB A TO APPENDIX 4

SITUATION REPORT

- 1. Type of Occurrence _____ Date & Time Occurred _____
- 2. Location (City/Town) _____ Reported By _____
Phone # _____
- 3. Number of people: Injured _____ Dead _____
- 4. Number of dwellings: Damaged _____ Destroyed _____
- 5. Number of businesses: Damaged _____ Destroyed _____
- 6. Utilities out of order: _____
- 7. Roadways (Names/Route): Closed (damage) _____ Closed (security) _____
- 8. Help on Scene: Red Cross _____ Salvation Army _____ Nat'l Guard _____
- 9. What help is needed: Shelter _____ Feeding _____ Medical _____

10. Agencies/Organizations Notified:

<u>NAME</u>	<u>TELEPHONE</u>	<u>CONTACT</u>	<u>COMMENTS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Additional Information: _____

Report Received By: _____ Date: _____ Time: _____

ANNEX A

TAB E TO APPENDIX 4

SAMPLE DISASTER DECLARATION

DISASTER EMERGENCY PROCLAMATION

WHEREAS, on _____, _____ having occurred in Midwest City, Oklahoma, causing ___ known fatalities and ___ injuries, with considerable damage to public and private properties;
and

WHEREAS, immediate attention is required to protect public health, reduce further damage, insure public safety and render emergency relief;
and

WHEREAS, I _____, Mayor of Midwest City, Oklahoma, do find that the aforementioned conditions constitute a threat to the safety and welfare of the city, and create an emergency disaster situation within the meaning of Section 683.3, Oklahoma Emergency Management Act of 2003, as amended;

NOW, THEREFORE, I _____, Mayor, acting under the power vested in me do hereby declare _____ to be a disaster area, entitled to aid, relief and assistance and do hereby direct the implementation of the City Emergency Operations Plan.

IN WITNESS WHEREOF, I have hereunto set my hand and seal to this instrument on this ___ day of ___ in the year of our Lord, nineteen hundred ____, at Midwest City, Oklahoma.

THIS PROCLAMATION SHALL EXPIRE AFTER SEVEN (7) DAYS, UNLESS OTHERWISE EXTENDED BY ME.

Mayor

City Clerk

NOTE: THIS IS A SAMPLE THAT MAY BE MODIFIED TO IDENTIFY THE POLITICAL SUBDIVISION AND TYPE OF EMERGENCY AS DETERMINED BY THE CHIEF EXECUTIVE WHO ISSUES THE PROCLAMATION.

ANNEX B

COMMUNICATIONS

I. PURPOSE.

This Annex provides information concerning the Midwest City Emergency Communications Systems. The procedures outlined in this Annex will be used by Emergency Management officials to manage communications in the event of an emergency.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

The Midwest City Emergency Management Communications system is essentially based upon using systems already used in the course of daily operation of the city, augmented with the addition of a mobile Command/Communications unit, as well as the systems located in the EOC. Emergency Management officials may operate within radio nets of response organizations to effectively coordinate activities. Additional communication resources are available for utilization when these aforementioned systems are rendered ineffective.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

Task Assignments.

A. Emergency Management Director will:

1. During non-emergency time, be responsible for developing the emergency communications system required to support EOC communications. He/she is also responsible for developing a communications system to support crisis operations to include internal operations, and external communications with adjacent jurisdictions and the Oklahoma State EOC.
2. Notify the Communication Coordinator, and institute a recall of personnel assigned to the Communication Group

ANNEX B

B. Communications Coordinator will:

1. During non-emergency periods, provide advice and technical assistance to the Emergency Management Director in the planning of emergency communications.
2. During non-emergency periods, provide adequate testing for all communication equipment on a monthly basis.
3. During times of increased readiness, provide adequate testing for all communication equipment on a weekly basis.
4. During emergency operations, supervise all EOC communications activities.
5. Establish an EOC message center and procedures to manage, record, and distribute incoming and outgoing messages.
6. Maintain a list of communications capabilities available for daily use to Midwest City, as well as in times of need.
7. Establishing proper staffing for all available equipment, as well as resources for the repair of these communication networks.
8. Coordinate training for the AUXCOM Group to ensure effectiveness, if needed.

C. Radio Operators will:

Be responsible for proper use of communications equipment and procedures at designated stations.

Be responsible for proper handling of messages.

D. Switchboard Operator (if employed) will:

Be responsible for screening and routing of all incoming telephone calls to the proper individuals or areas.

E. Victim Information Specialist will:

Be responsible for tracking victims and their status.

Coordinate with area hospitals concerning patient identification/location.

ANNEX B

Establish effective protocols, and means to disseminate the information to the families of Victims.

F. Repair Specialist will:

Be responsible for maintaining the communication systems at a ready state and ensuring effective operation.

Be responsible for repairing systems to full capabilities.

G. Auxiliary Communications Service (AUXCOM) will (when requested):

Facilitate effective communications and equipment to provide alternate means when conventional communication networks are inoperable.

V. DIRECTION AND CONTROL.

- A. The Emergency Management Director, under the direction of the Executive Group, has overall responsibility for the EOC and the communication systems needed to operate in an emergency.
- B. The Communications Supervisor, under the supervision of the Emergency Management Director, is responsible for the activation and operation of all communications systems in the EOC, and the associated processing of messages.
- C. Radio officers and operators from other departments, while under the control of their own office and operating their equipment, will be responsible for knowing and implementing the procedures outlined in this Annex, as well as their department SOP.
- D. During an emergency, the various code systems used for brevity will be discontinued, and normal speech will be used to ensure comprehension during transmission. In addition, local time will be used during transmission and recording of messages.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

ANNEX B

A. Communications Protection.

1. Radio.

a. Electromagnetic Pulse (EMP).

- (1) One of the effects of a nuclear detonation that is damaging to communications equipment over a wide area is EMP. To avoid EMP, radios will be disconnected from antennas and power sources when an attack warning is received.
- (2) Portable radios will be utilized as a backup during the initial attack period to assist in maintaining limited communications with field operations and shelters.
- (3) Telephones will be utilized as the primary means of communications until they become inoperable.
- (4) The above procedures will be followed until an ALL CLEAR message is received.

b. Wind and Blast Damage.

The Communications Coordinator will prepare for securing, or replacement of antennas in the event of high winds associated with either severe weather or nuclear weapons.

2. Telephone (Common Carrier).

- a. All EOC communications equipment including telephones must have high maintenance priority and should be operational at all times.
- b. The communications officer will ensure that all EOC telephones have been placed on the telephone companies' priority restoration list.

B. Security.

Due to the vital role of communications during emergency operations, particularly for defense purposes, the Emergency Management Director may investigate the personal background of any communications personnel assigned to the EOC. Due to the stress and urgency of this work, only stable, reliable people should be assigned communications duties.

ANNEX B

C. Training.

1. Each department assigning personnel to the EOC for communications purposes is responsible for assuring that these individuals are familiar with all department communications operating procedures.
2. Additional training for inexperienced and Amateur Radio (AUXCOM) operators on EOC communications equipment and procedures will be provided by the Communications Officer, as required.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The Communications Supervisor is responsible for maintaining and updating this Annex annually.

IX. AUTHORITY AND REFERENCES.

A. Authority.

See Section IX, Basic Plan.

B. Reference.

1. FEMA, State and Local Communications and Warning Systems Engineering Guidance, CPG 1-37, Washington D.C.
2. FEMA, Chapter 4, Attack Environment Manual, FEMA 128, Washington D.C.
3. FEMA, Section 2, Guide for Increasing Local Government Emergency Management Readiness During Periods of International Crisis; State and Local Guide (SLG) 100.
4. FEMA, Electronic Pulse Protection Guidance, CPG 2-17, Volumes I, II, & III.
5. OK Dept. of Emergency Management, Oklahoma RACES Plan.

APPENDICES

ANNEX B

APPENDIX 1 - Message Log

APPENDIX 2 - Midwest City Emergency Communications Network

APPENDIX 3 – List of Personnel

APPENDIX 4 – Organizational Chart

ANNEX B

APPENDIX 2

Midwest City Emergency Communications Network

HOW TO USE THE RADIO DATA:

Licenses listed alphabetically

Transmitter City: Nearest city or town

SER: Type of System.

L = Local Government, town, city, county or state. May be used for any purpose including fire and police.

P = Police - Sheriff, Marshall, Highway Patrol, etc.

F = Fire

S = Special Emergency - Ambulance, hospital, lifeguard, rescue, disaster relief, doctors, vets.

R = Highway maintenance (streets, roads)

Call Sign: FCC Station Identification

Type of Radio and number of units:

CO = Control to:

MR - Mobile Relay ("Repeater"); or

BR - Base and Mobile Relay combined.

IO = Inter-system Coordination

PG = Paging and Alerting Receivers

Transmitter Location	Service	Freq. MHz	Callsign	Alias
Midwest City, OK	Police	855.2375-	WPBV470	MWC PD1
Midwest City, OK	Police	854.1125-	WPHX767	MWC PD2
Midwest City, OK	Fire	855.7375-	WQKL252	MWC FD1
Midwest City, OK	Fire	854.4625-	WQKL252	MWC FD2
Midwest City, OK	Local Govt	855.4875-	WPBV470	MWC Mutual Aid
Midwest City, OK	Local Govt	854.6875-	WQRB985	MWC COMAR 800

ANNEX B

APPENDIX 3

OPERATION SECURE INFORMATION

- A. The following frequencies are listed as they should be channelized on the Operation Secure radio, if a channelized radio is available in the EOC.

OPERATION SECURE (OS) RADIO CHANNELS

Seven (OS) frequencies are assigned to Oklahoma. All seven are Upper Side Band.

1. 2801 KHz (OS) Day or Night
Shared with New Mexico
2. 2804 KHz (OS) Day or Night
3. 5135 KHz (OS) Day or Night
4. 5140 KHz (OS) Day or Night
Fixed Stations Only
5. 7477 KHz (OS) Daytime Only
6. 7480 KHz (OS) Daytime Only
Fixed Stations Only
7. 7805 KHz (OS) Day or Night
Interstate Communications

- B. The following is a list of stations participating in the Oklahoma Operation Secure Program as a February 1995

Callsigns by location

<u>EOC</u>	<u>Callsign</u>
Altus	WNUW 213
Ardmore	WNUW 217
Beaver	WBPV 938
Broken Bow	WNXT 238
Claremore	WNGP 550
Cleveland Co	WNUW 218
Duncan	WNUW 214
Durant	WNPV 700
GRDA,	

Locations by Callsigns

<u>Callsign</u>	<u>EOC</u>
KB38 629	Mobile
KNBV 428	Santa Fe, NM
KNGR 728	Rush Springs
KNGR 729	McAlester
KNGR 730	Lawton
WBPV 938	Beaver
WGY 906	R-6, Denton, TX
WNBM 839	Stillwater

ANNEX B

Kerr Dam	WNVZ 971	WNCH 624	Tulsa
Guymon	WNXT 237	WNGP 550	Claremore
Kingston	WNWU 737	WNHG 259	Tahlequah
Lawton	KNGR 730	WNPV 700	Durant
McAlester	KNGR 729	WNPZ 403	Miami
Miami	WNPZ 403	WNUW 211	Oklahoma Co.
Mobile	KB38 629	WNUW 212	Shawnee
Okla City	WNUW 216	WNUW 213	Altus
Oklahoma Co.	WNUW 211	WNUW 214	Duncan
Ponca City	WNUW 215	WNUW 215	Ponca City
Pryor Co.	WNUZ 803	WNUW 216	Okla City
R-6, Denton	WGY 906	WNUW 217	Ardmore
Rush Springs	KNGR 728	WNUW 218	Cleveland Co.
Santa Fe, NM	KNBV 428	WNVG 285	Silo EOC
Seminole	WPFY 721	WNVZ 971	GRDA, Kerr Dam
Shawnee	WNUW 212	WNUW 737	Kingston
Stillwater	WNBM 839	WNXT 237	Guymon
Tahlequah	WNHG 259	WNXT 238	Broken Bow
Tulsa	WNCH 624	WPBK 428	Wildlife Dept
Wildlife Dept	WPBK 428	WPFY 721	Seminole

C. Emergency Management HF (OPSECURE) Command and Control Net:

1. All Stations will initially try to make contact on the following frequency-Net Control on 5.135 Primary.
2. If the net control frequency is not propagating well for the distance and time of day involved you may try to make contact on: 7.477 Mhz Backup.

From 6:00 PM until 8:30 AM (local)-----2.804 MHz (USB)

From 8:30 AM until 6:00 PM (local)-----5.135 (USB)

The State EOC continuously monitors 5.135 MHz (USB)

NOTE: The Oklahoma Department of Emergency Management EOC will function as a NET Control

ANNEX C

WARNING

I. PURPOSE.

This Annex establishes an effective alert and warning system within Midwest City capable of disseminating adequate and timely warning to the city officials and public in the event of threatened disaster or in the event that a disaster has occurred can help to provide notification and instructions on what measures or precautions should be taken.

II. SITUATION AND ASSUMPTIONS.

See Section II Basic Plan.

III. CONCEPT OF OPERATION.

General.

Midwest City will receive many alerts or warnings originating from various federal or state entities warning of potential threats. These warnings may be intercepted and forwarded on from the Oklahoma Highway Patrol (EAS) primary, or the Oklahoma County Sheriff (secondary) via the Midwest City Public Safety Answering Point (PSAP), located in the EOC. Other events may have little or no warning before causing damage, and the warning system will be utilized to alert and attempt to minimize the effects that the hazard poses.

A. Natural Hazards.

Normally, warning of the threat of severe weather such as tornadoes, severe thunderstorms, flash flooding etc. will be provided by the National Weather Service. They are disseminated by NAWAS, radio, TV, and Weather Service teletype.

B. Weather Warning Procedures.

Upon receipt of notification of approaching severe weather (i.e., tornadoes, thunderstorms, floods, etc.) from the National Weather Service, storm watch personnel, other communities in the county or any other official source, the dispatcher will immediately notify the EM Director who will direct the Police Department duty officer, Fire Department duty officer, or other responsible individual to sound the warning devices, if required. If communications with the EM Director or those designated as having warning responsibility in Appendix 3 cannot be established, police or fire personnel are authorized to direct on duty dispatch supervisor to sound the warning devices.

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C. Technological Incidents/Hazards.

Warnings will be made for hazardous material incidents/accidents such as oil, chemical, or radiological material spills when the incident presents a hazard to the public. This warning will be announced on radio/TV, cable TV, EAS and through the Everbridge Notification System. This warning may be supplemented with the use of Emergency Vehicles and Public Safety Employees to help aid in the warning of the public.

Change 1: July 1, 2005 – added CityWatch

D. National Security.

1. An attack on this nation is a possibility at anytime and could be in any form; nuclear, biochemical, or conventional devices. It is likely that an attack would be preceded by a period of international tension that would provide ample time to inform the public. However, should a surprise attack be launched, warning time may be as little as fifteen minutes. The possibility of an accidental missile launch also exists; in which case warning time could approximate that of a surprise attack. NAWAS is the primary attack warning system used to provide initial warning down to the county level of government. Midwest City PSAP would then be contacted by county authorities
2. Upon receiving an alert/warning at the Midwest City EOC from the Oklahoma Highway Patrol NAWAS, alternate Warning Point in Oklahoma City, or the Oklahoma County Sheriff, the dispatcher will notify the EM, as well as the OIC of the Police and Fire Departments. Each dispatcher will take action to immediately activate the warning signals. See Appendix 3 for each warning device activation procedures and Appendix 4 for the warning device locations.
3. The EM director upon notification of an attack warning will notify the City Manager and other city officials as indicated in Appendix 3. These officials will make the decision on whether to activate the EOC and use it as the main control center during the emergency.

E. NAWAS and Attack Warning Signals.

1. Severe Weather or Other Peacetime Emergency.

The severe weather/other peacetime emergency warning is a 3 to 5 minute steady signal from warning devices, horns or other devices. In addition to other meanings or requirements for action, this can also be an ATTENTION

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or ALERT signal to turn on radios or TVs to listen for essential emergency information.

2. Attack Warning.

The attack warning signal is a 3- to 5-minute wavering tone on warning devices, or a series of short blasts on horns or other devices. The attack-warning signal shall mean that an actual attack or accidental missile launch against this country has been detected and that protective action should be taken immediately. THIS SIGNAL WILL BE USED FOR NO OTHER PURPOSE AND WILL HAVE NO OTHER MEANING.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Task Assignments.

1. Executive Group.

- a. Responsible for establishment, development, and maintenance of a workable warning system throughout the city.
- b. Authorizing EM or making decisions on course of actions to be taken based on the seriousness of the warning received.

2. EM Director.

- a. Coordinate warning information with the Executive Group, when time permits, and implement their decision on further dissemination of the warning.
- b. Activate the EOC, with concurrence of the Executive Group, and call those persons designated to staff it.
- c. Utilize the EAS and Cable TV circuit warning override to broadcast warnings to the public.
- d. Educate the public on the meaning of warning signals.
- e. Provide mobile units to warn people in areas not covered by fixed warning devices using vehicle warning devices and bullhorns.

3. County Sheriff

- a. After receiving the alert/warning (attack, weather, etc.), notify other threatened communities that should take evasive actions.

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b. Provide assistance to local law enforcement agencies.

4. EOC Communications Specialist.

a. Upon receipt of warning information from the Highway Patrol Warning Point, or from other reliable sources, immediately notify the Emergency Manager and request authorization to sound the warning signals.

5. Fire Departments:

a. Provide mobile fire units to warn citizens with sirens and PA system when:

(1) An attack warning is received.

(2) When directed to do so by any member of the Executive group.

(3) A serious hazard exists in the community and immediate warning is needed to protect life or property.

6. Media Organizations (Television, News, Radio)

a. The media are responsible for disseminating warning information from authorized sources, concerning potential emergency situations or actual disasters to the public as rapidly as possible.

b. Activation of the Emergency Alert System (EAS) is the responsibility of the broadcast station having this EAS capability during periods of world tension.

c. The media will be requested to print/deliver, and/or broadcast Emergency Management warnings and information designed to provide necessary protective measures to the public during emergencies or disasters.

V. DIRECTION AND CONTROL.

A. General.

Warning systems may be activated from any level of government by agencies having responsibility to notify the public of imminent danger. At the local level

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these warnings are channeled through the EM Director, if time permits, in order to fix responsibility and ensure control of the warning process.

B. Warning Systems and Use.

1. National Warning System (NAWAS).

- a. NAWAS is a protected, full time voice communication system interconnecting the National Warning Center and numerous warning points in each state. Oklahoma has one primary state warning point, two alternate state warning points, and 30 secondary warning points. The primary point is at the Oklahoma Highway Patrol headquarters in Oklahoma City. Alternates are located in the Oklahoma Department of Emergency Management EOC, and the National Guard EOC. The 30 secondary points are located in OHP district headquarters, sheriff/police departments, fire departments, and local EOC's throughout the state.
- b. Warning information transmitted by the National Warning Center is received simultaneously at all warning points. The federal government is responsible for providing attack/accidental launch warning to state government. State government is responsible for providing warning to all counties on a 24-hour basis. This responsibility has been assigned to Oklahoma Highway Patrol, with the Oklahoma Department of Emergency Management EOC, and the National Guard EOC, utilized as backup.
- c. Warning within the county is the responsibility of county officials. The Oklahoma Highway Patrol Troop responsible for the area surrounding Midwest City will notify the primary warning point in Oklahoma County which is the Sheriff's Office, or the secondary warning point, the Oklahoma City EOC, by radio or telephone of attack or accidental launch warning, and of any dangerous or severe weather that may be approaching Midwest City.
- d. Warnings received via NAWAS will then be relayed by the sheriff's or Communications Specialist to other communities within the county as soon as possible after receipt of the warning. (See Appendix 1.)

2. National Weather Service (NWS).

Current weather information and watch/warnings are normally received over the NWS teletype circuit. However, NWS will issue weather warnings over the NAWAS line when time is of the essence. NWS will also

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broadcast weather and attack warning information over their weather broadcast radio network. The VHF weather radio transmitter stations at Enid, OK (162.475 mhz), Wichita, KS (162.550 mhz) and OK City (162.400 mhz) may be monitored with special radios that only receive the continuous weather transmissions.

3. Emergency Alert System (EAS).

- a. EAS provides emergency information to the public during time of high world tension, and/or actual attack upon this country. These are protected stations that provide emergency radio and TV broadcasts on a volunteer basis. The system may be activated at the federal, state or local level. (Note: **The Emergency Management Director may use the EAS to communicate with the citizens of the county by contacting station KOMA 1520(AM), KLTE 101.9(FM), KMGL 104.1(FM), KFOR TV(Channel 4).** FEMA provides pre-recorded tapes containing emergency information to be broadcast by EAS stations during an emergency.
- b. Additional EAS broadcast stations in the Operational Area are listed in Appendix 1, Annex D.

4. Skywarn (Storm Spotters).

Skywarn is a national program designed to place personnel in the field to spot and track tornadoes. They are trained by NWS and instructed in what to report. Teams are made up of government employees and private citizens. During severe weather, storm spotters relay reports to their coordinator in the nearest EOC. Confirmed tornado sightings are relayed to the NWS that then disseminates appropriate warnings.

5. Warning devices.

Fixed warning devices are located throughout Midwest City and constitute the primary means of providing initial warning to the public of impending danger. See Appendix 4, this Annex for their locations. Supplemental warning device coverage will be provided by mobile units, as required.

6. Newspaper Media.

When time is not critical, camera-ready copy has been prepared for specific emergencies to instruct the public, which can be provided to the publishers for insertion into their papers.

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VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

Warning System Testing and Maintenance.

- A. Warning devices will be tested on 1st and 3rd Saturday of each month, weather Permitting.
- B. The EM Director is responsible for the maintenance and repair of warning devices.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The EM Director is responsible for updating this annex and its appendices on an as needed basis.

IX. AUTHORITY AND REFERENCES.

A. Authority.

See Section IX, Basic Plan.

B. References.

FEMA, Principles of Warning and Criteria Governing Eligibility for National Warning System Service, CPG 1-14, Washington D.C..

FEMA, National Warning System (NAWAS) Operations Manual, CPG 1-16, Washington D.C.

FEMA, Outdoor Warning System Guide, CPG 1-17, Washington D.C.

APPENDICES

APPENDIX 1 - Warning Device Decision SOP

APPENDIX 2 - Siren Locations within Midwest City

TAB A - Siren Location(s) Map of Midwest City

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APPENDIX 1

WARNING DEVICE DECISION SOP Midwest City, OK

I. SEVERE WEATHER, TORNADOES, HAZARDOUS MATERIALS, WILDFIRE.

- A. Activating the warning devices will be done through the authority of the local Emergency Management Director, Executive Group member, or Communication Specialist Supervisor
- B. If an incident occurs, and no member of the Executive Group can be contacted in a relatively short period of time, then the Communications Specialist Supervisor has the authority to activate the storm warning devices.
- D. All information received from the public, OHP, police, commercial radio stations, amateur radio, C.B. radio, weather instruments, or any other source should be passed on to Emergency Management Headquarters and verified before any action is taken. However, the tornado warning will be sounded at the earliest possible time, if reports of imminent danger are received from any reliable source.

II. ATTACK.

When an alert or warning message is received by the Emergency Manager or Communication Specialist II indicating an attack is about to occur, an immediate decision is required to initiate protective measures. The dispatcher must **IMMEDIATELY** sound the attack warning devices. Then, the dispatcher should call the Emergency Management Director. However, if the Emergency Management Director is not available, the first person contacted in the following list will make the decision as to what further action (activate the EOC, etc.) to take:

Police Chief
Fire Chief
City Manager

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APPENDIX 2

SIREN LOCATIONS WITHIN
Midwest City

Midwest City Number of Sirens: 10

Activated from: Central Communications Center

Activated how: Encoder

Activated by (who): EOC Supervisor; Fire Department Shift Commander

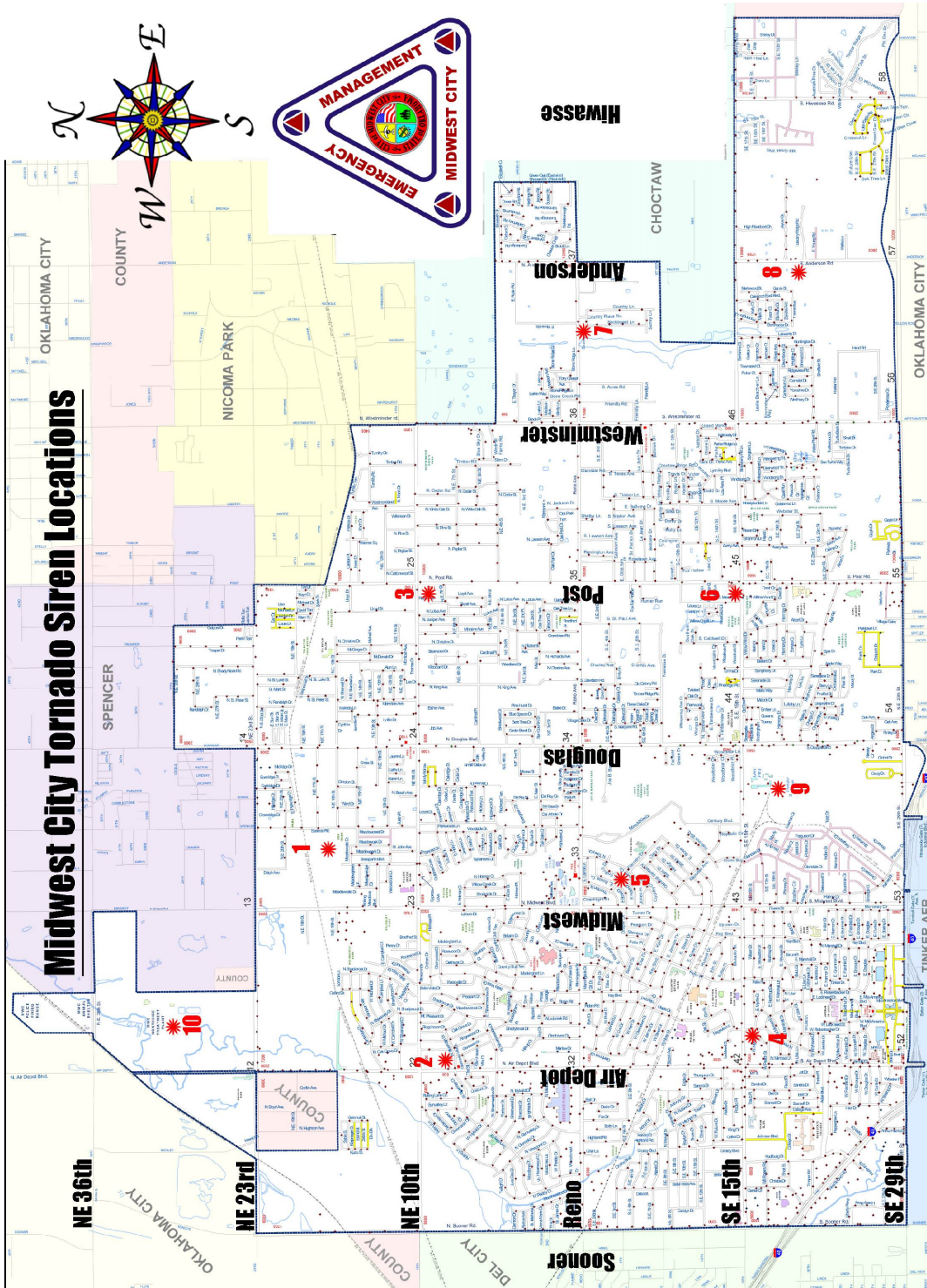
SOP for Decision to activate :(Primary/Alternate)

<u>Location</u>	<u>Siren Address</u>	<u>Coordinates</u>
1. 1621 N. Spencer Road (ESA Park)	782-1001	35.48448, -97.37982
2. 800 N. Air Depot (Fire Station #3)	782-1002	35.47528, -97.4055
3. NE 7 th and North Post Road	782-1003	35.47505, -97.35303
4. 7014 SE 15 th	782-1004	35.44905, -97.40382
5. 2118 Flannery (E. Rose and Flannery)	782-1005	35.45654, -97.3805
6. SE 15 th and South Post Road	782-1006	35.45039, -97.35301
7. Reno and Country Lane	782-1007	35.46392, -97.32258
8. Young and S. Anderson Road	782-1008	35.44258, -97.31816
9. 8736 SE 15 th (located on Jim White Drive)	782-1009	35.44719, -97.37389
10. 7426 NE 36 th (rear of waste water)	782-1010	35.4999, -97.39843

TAB A TO APPENDIX 4

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SIREN LOCATIONS, MAP OF Midwest City, OK



ANNEX D

EMERGENCY PUBLIC INFORMATION

I. PURPOSE.

This annex provides procedures for the effective collection, control, and dissemination of emergency public information. Long-term public educational efforts related to hazard awareness are also outlined in this annex.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

- A. Emergency information efforts will focus on specific event-related information. This information will generally be of an instructional nature focusing on such things as warnings, evacuation, and shelter. It is also important to keep the public informed of the general progress of events. A special effort will be made to report positive information regarding emergency response in order to reassure the community that the situation is under control. Rumor control will be a major aspect of the informational effectiveness. Education efforts will be directed toward increasing public awareness about potential hazards and how people can deal with them. All information and education efforts will rely heavily on the cooperation of commercial media organizations.
- B. See Public Information Operating Procedures Manual for the "fill-in-the-blank" public news releases written as world tensions, weather phenomena, or other hazards/accidents, which are in the process of occurring or have occurred.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Executive Group.

Appoint Public Information Officer or delegate the authority to appoint a PIO.

B. Public Information Officer (PIO).

- 1. Maintain public information operating procedures manual.

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2. Initiate and maintain good working relationships with media outlets.
3. Direct all emergency public information efforts.
4. Designate a public information section within the EOC as the single official Point of Contact for the media during an emergency.
5. Provide news releases, which have been cleared for release by the proper authorities, to the media.
6. Check all print media for accuracy of reports.
7. Investigate rumors.
8. Check TV and radio broadcast for accuracy of reports.
9. Maintain a recent record of events.
10. Notify media of restricted areas.

V. DIRECTION AND CONTROL.

The PIO is responsible for all education and information programs requested by the Executive Group. This individual is also responsible for adequate, informative, and timely reports to the media during actual emergencies, and including these entities in the preparedness activities that may occur, such as mock emergencies and drills.

VI. CONTINUITY OF GOVERNMENT.

See Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

See Basic Plan.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

ANNEX D

The PIO will be responsible for the development and maintenance of education and information programs. Other persons or organizations specified in the annex will work with the PIO, as necessary.

IX. AUTHORITIES AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

1. Christensen, Larry. Review of Mass Media Campaigns. Boulder, Colorado; Natural Research and Applications Information Center, University of Colorado.
2. Davenport, Sally S. and Penny Waterstone. Hazard Awareness Guidebook. Austin, Texas; Texas Coastal and Marine Council.
3. FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.
4. Regulska, Joanna. Public Awareness Programs for Natural Hazards, Boulder, Colorado, Natural Hazards Research and Applications Information Center, University of Colorado

Publications, Pamphlets, Leaflets

REFERENCE: FEMA 20 - PUBLICATIONS CATALOG, for others.

FEMA CPG 1-6 Disaster Operations Handbook for Local Governments.

FEMA CPG 2-18 State and Local Earthquake Hazards reduction; Implementation of FEMA Funding and Support.

Leaflet (L) 96 - Safety Tips for Winter Storms.

Leaflet (L) 111 - Safety Tips for Earthquakes.

APPENDICES

APPENDIX 1 - News Media Organizations

APPENDIX 2 - Media Access

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APPENDIX 1

NEWS MEDIA ORGANIZATIONS

Television

Channel 4 KFOR----- (405) 478-4444
24-hour line (unlisted)----- (405) 478-1429

Channel 5 KOCO-TV ----- (405) 478-3000
24-hour line (unlisted)----- (405) 478-3142

Channel 9 KWTV----- (405) 843-6641
Newsroom after 10:00 PM----- (405) 843-9987

Channel 13 OETA----- (405) 848-8501
(unlisted)----- (405) 848-6054

Channel 34 & 25 Fox 25-CW 34----- (405) 478-3434

Channel 43 KTLC----- (405) 478-4300
Night Number (unlisted)----- (405) 478-4312

Multimedia Cablevision----- (405) 359-3551

News press

Daily Oklahoman----- (405) 475-3311

Midwest City Beacon----- (405) 376-6688

News Service

CNN

Associated Press----- (405) 525-2121

FOX

**Radio
(AM)**

KEBC----- (405) 631-7561

KXY----- (405) 528-5543

KOMA----- (405) 794-5565

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KTOK----- (405) 840-5271

WKY----- (405) 478-2930

(FM)

KATT----- (405) 848-0100

KJYO----- (405) 525-5595

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APPENDIX 2 TO ANNEX D

MEDIA ACCESS

I. PURPOSE.

The purpose of this appendix is to establish general policy for providing information to the public and limited access to certified representatives of legitimate news media during time of emergency.

II. CONCEPT OF OPERATIONS.

A. The following types of information shall be provided to the public by appropriate officials as soon as possible, and in as much detail as possible.

1. Nature of disaster
2. Location of disaster
3. Time of disaster
4. Number of casualties
- *5. Identification, age, sex, address of casualties
- *6. Nature and severity of injuries
- *7. Condition of casualties and where treated

* **Only after notification of next of kin.**

8. Agencies involved in response.
9. Scope of agency involvement.

B. It is recognized that personnel involved in response to a disaster have certain responsibilities for the protection of life and property, and will be under varying degrees of mental and physical stress. It is also recognized that certified representatives of the news media should be provided every opportunity for limited access to the scene of a disaster response activity,

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and to interview personnel when it is consistent with safety and effective operation.

III. COLLECTION AND DISSEMINATION OF INFORMATION.

The types of information outlined in Section II, A, above shall be collected and disseminated as soon as possible by the appropriate personnel as follows:

- A. Incident Commander, or his designated representative, will provide a timely evaluation of the disaster to the Public Information Officer to be followed as appropriate, by additional details as they are available.
- B. Public Information Officer will be responsible for collection of information from the Incident Command Post, hospitals, and other sources and agencies. He/she is also responsible for the dissemination of information directly to the news media, for preparation of news releases, and where appropriate, for making announcements directly to the public via radio and/or television hookups. Under no circumstances should the names of casualties be released before notification of next of kin by appropriate officials.

IV. ACCESS FOR NEWS MEDIA REPRESENTATIVES.

In recognition of the public's right to know as much information as possible about a disaster, the various agencies involved in response will make every effort to cooperate by allowing certified representatives of legitimate news media limited access in information, and scenes of response activities as appropriate. News media representatives are likewise required to cooperate with agency personnel, as directed for safety and efficient operation.

- A. Incident Commander, or his designated representative, will allow such access as consistent with safety and efficient operation.
- B. EOC Public Information Officer will establish rules for media access to the EOC, as appropriate to conditions.
- C. All Media representatives must be escorted by the PIO or an individual designated by the PIO at any time they are in a restricted area.
- D. All media representatives must be willing to cooperate and disseminate information freely between all media representatives before PIO will authorize entrance into a restricted area.

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- E. In an attempt to facilitate media information gathering while maintaining security and control, it will be common practice to only allow limited access to the restricted area. Furthermore, those allowed to enter these areas will record information not merely on the behalf of their employer, but for the incident command, and all media outlets in general.

ANNEX E

EVACUATION AND TRANSPORTATION

I. PURPOSE.

This annex was developed to provide orderly and coordinated evacuation procedures for evacuation within Midwest City for predictable hazard prone areas, as well as those situations that cannot be anticipated. Additionally, this annex strives to identify and organize supporting transportation services for necessary evacuations.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

A. General.

1. When local conditions warrant evacuation, the Emergency Management Director, after conferring with the Executive Group, will alert the Fire and Police Department along with the local media to warn all residents within the endangered area of the need to evacuate. It is also necessary to establish a system for the acquisition and effective use of available transportation in and around Midwest City during disasters.

B. Considerations.

1. There are several factors that must be considered when planning for evacuation. First, among these are the characteristics of the hazard; magnitude, intensity and duration. These factors determine the number of people to be evacuated and available time. Another consideration is the availability of evacuation routes, their capacity and vulnerability to the hazard.
2. If large amounts of individuals are affected by a major disaster, it is possible that other nearby communities may be called upon and used as a reception area to provide food and lodging to those evacuated. If mass evacuation of the entire city or large portions thereof, the relocation point for residents will be the host city of Shawnee. See

Appendices to Annex F for a complete list of emergency shelters that may be used to shelter evacuees.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Organization.

See Annex A.

B. Task Assignments.

1. Executive Group

- a. Decide which areas of the city need to be evacuated, and take appropriate actions to facilitate a successful evacuation.
- b. Advise the Red Cross director, as well as Contact individuals identified in Annex F of the need for shelters, and coordinated use of pre-designated shelters.
- c. Issue evacuation order through emergency service personnel, and utilizing warning devices identified in Annex C.
- e. Coordinate evacuation with other jurisdictions as required.
- f. Coordinate the establishment of a Disaster Assistance Center through the Victim Support Group, if needed.
- g. Provide transportation and other resources required to aid evacuation.
- h. Request needed assistance from Oklahoma Department of Emergency Management.

2. Command Support Group.

All members of this group will help provide assistance to the executive group, and prepare their respective organizations for any emergency that may involve evacuations, as well as their assistance in such times.

a. Public Information Officer.

1. Create press release for the media regarding the area to be evacuated, and shelter(s) to be activated.

2. Provide adequate information dissemination to ensure that those affected have been notified of the emergency, and the specific directions or orders have been relayed to the evacuees.
3. Ensure that those that are safe, and not effected have been reassured of their safety and informed of preparedness measures.
 - a. Shelter/Mass Care.
 1. Provide adequate facilities to ensure safety and security of individuals.
 2. Provide means for food preparation and distribution to those evacuated as well as responders.
 3. Provide necessities to victims such as clothing and medications.
 - b. County Sheriff.
 1. Provide resources to assist in the evacuation measures.
 2. Provide resources to assist in the security of the area affected, and law enforcement activities.
 - c. Superintendent's of Schools.
 1. Develop a written mutual aid agreement with the Executive Group that can be utilized for emergency transportation of people and/or supplies, and provide the maximum number of school buses, as requested.
 2. Provide adequate facilities to ensure safety and security of individuals.
 3. Provide means for food preparation and distribution to those evacuated, as well as responders.
 4. Provide transportation and drivers to help assist in an organized evacuation.
3. Emergency Operations Group.
 - a. Fire/Rescue/Hazmat.

1. Provide assistance to individuals evacuating the area.
 2. Provide Fire/Rescue/Hazmat operations to those in need.
 3. Assist with providing the warning to those in affected areas.
 - b. Security/Law/Traffic.
 1. Provide Assistance to individuals evacuating the area.
 2. Provide Security/Law/Traffic Control operations to the area.
 3. Assist with providing the warning to those in affected areas.
 - c. All Other Group Members.

Provide support to all functions that require additional assistance in order to manage the situation effectively.
4. Evacuation/Transportation Group (Transportation Coordinator).
 - a. Responsible for identifying and assigning emergency transportation to the requesting organizations or emergency services coordinators, and dispatching these vehicles to work sites or staging areas to provide the emergency transportation, as requested.
 - b. Ensure that all necessary mutual aid agreements (preferably written) are in place for the acquisition of emergency transportation.
 - c. Schedule and manage the use of vehicles provided from all sources along with a qualified driver for the equipment.
 - d. Establish/coordinate pickup points in the area and advise the emergency management director, Executive Group, and the PIO, who will notify the public.
 - e. Assist the Emergency Management Director in planning the scheduled evacuation of hospitals and nursing homes in the event of hazards, or other threats to these institutions.

- f. Assist the Emergency Management Director in the development and maintenance of a current Evacuation vehicle inventory within this annex.

5. Communications Group.

Utilize all resources to provide effective communication between those performing the evacuation, those being evacuated, and those that are not affected by the incident.

6. Victim Support Group.

- a. Provide services to those most affected by the incident to ensure that all of their needs are met.
- b. Ensure that the initial stages of recovery are focused upon those who are affected by the incident, and promote the services that are provided by the members within this group.

7. County/State/Federal Departments & Agencies.

Provide as requested by the Executive Group, and as available, the type and number of vehicles needed to meet emergency requirements. Equipment committed to disaster/emergency response, as part of the department's responsibility, will not be subject to redirection unless the EOC Chief of Operations directs they be diverted to higher priority use.

8. Local Churches and Business Firms.

Provide to the Resource Coordinator, when possible, transportation assets needed for movement of people, or supplies in disaster or emergency situations.

V. DIRECTION AND CONTROL.

A. Flooding, Fire or Other Threat.

The Chief Elected Official in the jurisdiction is the overall authority for evacuation efforts. All activities will be coordinated in the activated EOC, or the incident site command post.

B. Hazardous Materials or Transportation Accidents.

When such an event occurs, which may require evacuation, the Emergency Management Director will be notified and the EOC opened to ensure necessary services can be activated. Due to the specialized nature of hazardous materials response, a contingency plan has been developed and included in Annex N.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

See Section VII, Basic Plan.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

Responsibility for updating and revising this Annex rests with the County EM Director, and the Evacuation Coordinator. Support in this effort of all participating departments and agencies are required.

IX. AUTHORITIES AND REFERENCES.

A. See Section IX, Basic Plan.

B. Federal Insurance Administration (FIA), FIA-2, Questions and Answers on the Flood Insurance Program.

C. FIA-13, Flood Emergency and Residential Repair Handbook.

D. References:

1. A Guide for Emergency Highway Traffic Regulation, FHWA-SA-88-023, US Department of Transportation, Federal Highway Administration, Office of Traffic Operations.
2. Glossary of Terms and Abbreviations, Transportation Preparedness Planning, DOT P 1945.1C; US Department of Transportation, Research and Special Programs Administration, Office of Emergency Transportation, Washington, DC 20590.

3. Department of Transportation, Crisis Action Plan, Order 1900.7D; US Department of Transportation, Office of the Secretary of Transportation.
4. US Department of Transportation, Region VI, Plan for Civil Transportation in a Defense Emergency, DOT RETCO VI Order 1900 1C.
5. CPG 2-15 Transportation Planning Guidelines for the Evacuation of Large Populations.

APPENDIX 1

EVACUATION RESOURCES

	Number Available	Contact Number
Public School Busses	88	Ron Stearns Office 739-1790
Private School Busses	1	Cell 620-0831 Good Shepherd Luth. Tom Christman 732-0070
Shelters		
Community Center	1	
Schools	30	See Annex F, Appendix 2
Other Facilities	N/A	
Fire Apparatus		
3 Suburbans		
2 Vans		
2 Ladder Trucks		
5 Fire Engines		
5 Brush Pumpers		
2 Medical Squads		
4 Trailers		
1 Regional Response Unit		
Police Vehicles		
100 Squad Cars		
5 Vans		
3 Trailers		
Recreation & Tourism		
3 Vans		
1 Tractor		
Street Dept	13 Trucks	

APPENDIX 1

EVACUATION RESOURCES (CONT)

Sanitation Department

4 Trailers

Utilities/Water Dept

15 Trucks

Sewer Department

12 Trucks

2 Vans

1 Trailer Generator

5 Tractors

Golf and Parks

2 Trucks

3 Tractors

Neighborhood Services

1 CERT Trailer

A Complete listing of all available resources maintained by the Fleet Maintenance Department is available through Fleet on electronic or hard copy.

Phone # 739-1035

ANNEX F

VICTIM WELFARE

I. PURPOSE.

This annex provides Midwest City with information on how to plan for emergency public assistance during a disaster situation. Public "Welfare Services" during times of disaster are designed to meet immediate needs of people during and after the disaster occurrence. Also, this annex is concerned with providing shelter and care, from both public and private sources, to the local population and displaced persons in case of tornadoes, floods, winter storms, nuclear incidents, or other hazardous situations.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basis Plan.

III. CONCEPT OF OPERATIONS.

General.

- A. Primary responsibility for welfare services to disaster victims is assigned to the local chapter of the American Red Cross (ARC). Welfare services will be provided through the coordinated efforts of the ARC, Salvation Army, Department of Human Services (DHS) County Office, and other volunteer groups. This concept envisions emergency registration, congregate care, clothing distribution, and other assistance to be decentralized into the community requiring support insofar as possible or from adjacent communities if damage precludes operating in the disaster area.
- B. Reliance cannot be placed entirely on any single means for individual protection or shelters. A balanced combination of several methods must be utilized in a comprehensive shelter program. Normally, a shelter will be assigned or utilized as follows: Public Schools, Churches, Government Buildings, Colleges/Universities, and Private Buildings. See local phone books for names, addresses, and phone numbers for coordination purposes.
- C. In the event it becomes necessary to occupy emergency shelters, the primary mode of transportation will be walking, supplemented by private vehicles, and organized transportation (See Annex E). Transportation from staging area(s) to designated shelters, if needed, will be coordinated by the Evacuation/Transportation Coordinator.
- D. The following criteria are recommended when selecting buildings/shelters for public use.

ANNEX F

1. For tornado shelter use, basements of concrete construction that have a minimum number of windows.
2. For a flood/storm shelter, consider elevation, surrounding topography, and structural integrity.
3. For a chemical and biological shelter, consider the location of the hazard, the wind direction, the hazard duration, as well as the ability to "seal off" the structure from the outside hazard combined with the structure's internal ventilation system's capability to operate over long periods of time.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

A. Organization.

See Appendix 1, Annex A.

B. Assignment of Responsibilities.

1. Executive Group.

- a. Development of a complete shelter program. This includes an in-place plan for sheltering local residents, and emergency shelter plan for displaced persons in the event of natural disaster or technological accident.
- b. Shelter activities such as:
 - (1) Activating reception centers for registration, lodging, feeding and sheltering of the local population.
 - (2) Shelter surveys.
 - (3) Marking of shelters.
 - (4) Training of shelter managers.
 - (5) Providing shelter management kits and certain supplies.
 - (6) Providing public information and education.
 - (7) Activating and deactivating shelters as needed.
 - (8) Providing communications capabilities.

ANNEX F

2. Victim Support Group.
 - a. Meet the needs of those that have been victimized by the event.
 - b. Cooperate as a group to see a fluid system that is effective and efficient.
 - c. Provide all necessary services in a controlled and timely manner.
3. American Red Cross Executive.
 - a. Coordinate all emergency welfare service with the Executive Group.
 - b. Develop and maintain emergency aid agreements with volunteer agencies.
 - c. Identify buildings suitable for use as lodging/shelters, and make arrangements for their use in emergency.
 - d. Ensure all lodging/shelters have appropriate staffing to provide necessary services, including care of unaccompanied children, the aged, and others needing special care.
 - e. Supply shelters with water, food, bedding, clothing, and other supplies as required.
 - f. Refer person(s) in need of medical care to appropriate facilities; obtain transportation if required.
 - g. Register all persons in shelters or Registration Centers.
 - h. Coordinate activities with state and federal agencies as necessary, and request assistance from the State of Oklahoma Department of Emergency Management Emergency Operations Center (EOC) when local resources are depleted.
 - i. Maintain communications with other emergency service organizations and operating emergency management EOC's.
 - j. Provide volunteers adequate training for emergency operations.
 - k. Coordinate welfare service planning with Shelter Managers and EOC Shelter/Mass Care Officers.
 - l. Assist in shelter management and control.

ANNEX F

- m. Identify facilities to be used for mass feeding.
- n. Notify participating agencies of mass feeding locations, when operational.
- o. Coordinate activities of all volunteer agencies during emergency response.
- p. Establish procedures to receipt and account for supplies procured.
- q. Keep all emergency management EOC's informed of welfare service activities.
- r. See Annex A for Disaster Contact for Local American Red Cross.

4. Clergy.

Provide assistance in any shape or form that is appropriate and necessary, to maintain and promote continued operations. Examples: Spiritual Counseling, Monetary Assistance, and cooking assistance.

5. Counselors.

Provide services to those in need.

6. Victim Information Liaison.

Compile information system to ensure that all victims are registered and their locations are noted. This system must be maintained at all times to assist in tracking victims, and notifying relatives of individuals' conditions, and whereabouts.

7. Insurance Claims Agents.

When applicable, insurance claim agents will be requested to administer claims and other services at the mass care shelters. This will allow for easy access to both the insured and the insurer.

3. Shelter/Mass Care Coordinator.

- a. In coordination with the American Red Cross Executive (coordinator may be the ARC executive), the DHS County Director, and/or the Salvation Army Representative, and is responsible for organizing, establishing, directing, and monitoring the reception activities for processing the local population prior to and during a crisis.

ANNEX F

- b. Organize and operate lodging and feeding facilities.
- c. Supervise operations of emergency shelters, when necessary.
- d. Assist American Red Cross in operating emergency shelters in the event of natural disasters or nuclear incidents requiring evacuation of homes.
- e. Coordinate requirements for volunteers, supplies, materials and financial assistance with Resource Coordinator, ARC and the DHS County Director.
- f. Assist the ARC Chapter Executive in developing emergency welfare plans for his community.
- g. Identify facilities for lodging/shelter and mass feeding within his community.
- h. Coordinate emergency welfare activities with ongoing emergency operations, and the EOC staff.

4. Superintendent(s) of Schools.

Ensure contracts or memorandums of agreement are prepared with county representatives for the use of buses for transport of evacuees as requested by the Transportation Officer. (See Appendix 2 for names and phone numbers of superintendents.)

5. County DHS Director.

- a. Assist in reception and registration of relocated/displaced persons, within capabilities.
- b. Assist ARC in staffing and operation of temporary shelters/congregate care facilities in the event of natural disaster or other emergencies requiring evacuation.
- c. Provide individual assistance.
- d. Purchase clothing for disaster victims when authorized.
- e. Provide financial assistance when needed and authorized.

ANNEX F

6. Salvation Army. (as available)

The Salvation Army is also a key agency, in and out of the county, when shelters and shelter support are required. County representatives should make full use of their capabilities and experience.

- a. Support shelter operations, particularly food service.
- b. Provide clothing and other necessities to relocated/displaced persons.

7. Oklahoma Volunteer Disaster Response Organizations. (See Appendix 2).

An affiliation of the Oklahoma Conference of Churches, which can respond to disasters with:

- a. Food.
- b. Clothing.
- c. Shelter.
- d. Equipment and goods.
- e. Communications.
- f. Cleanup and reconstruction assistance.
- g. Damage assessment assistance.
- h. Transportation.
- i. Notification.
- j. Counseling.
- k. Follow-up care after the emergency.
- l. Advocacy for victims. (To assure that existing services and help are available to all who need them and qualify.)

V. DIRECTION AND CONTROL.

Emergency Shelters.

ANNEX F

Local residents will be sheltered as directed by county officials.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

A. Shelter Management.

Shelters will be operated in accordance with the standard American Red Cross procedures.

B. Communications.

The primary communications link between shelters and the EOC will be by telephone. In the event telephones are inoperative or overloaded, law enforcement personnel assigned to each shelter will provide radio communication using portable radios. Whenever possible, amateur radio operators can provide additional radio support.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The Emergency Management Director and Shelter/Mass Care Coordinator are responsible for maintaining and updating this Annex. They must closely coordinate changes with the American Red Cross local Chapter Executive, and the local DHS Director.

IX. AUTHORITIES AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

FEMA, Guidance for Development of an Emergency Shelter Stocking Plan, CPG 1-19.

FEMA, Sheltering and Care Operations, CPG 2-8.

ANNEX F

FEMA, Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis; State and Local Guide (SLG) 100. Section 6 is Illustrations of Shelter Upgrading Techniques. Section 13 is Actions to Increase Inventory of Public Shelter. Section 17 is Actions to Increase Operations Readiness of Public Shelter.

FEMA, Shelter Supplies, CPC 83-1.

FEMA, Architectural Design Techniques for Emergency Protection and Energy Conservation, TR 86.

FEMA, How to Manage Congregate Lodging Facilities and Emergency Shelters, SM-11.

FEMA, Shelter System Officer Course, SM-355.

FEMA, Shelter Management Handbook, FEMA-59.

APPENDICES

Appendix 1 - Tornado/Severe Weather Shelters

Tab A – Midwest City Shelters

Appendix 2 – Evacuation Shelters

Appendix 3 - Oklahoma Volunteer Disaster Response Organizations Communication Chain (VOAD)

ANNEX F

APPENDIX 1

TORNADO/SEVERE WEATHER SHELTERS

GENERAL.

Since a function of the Emergency Management Director is to maintain a list of tornado shelters, evaluate new construction for suitability, and answer questions from the public concerning tornado shelters, the following criteria are listed for tornado shelters:

- A. Only space located in fully or partially below-grade basements or sub-basement must be concrete.
- B. Two types of potential tornado space are distinguished.
 1. Primary: The basement must be fully buried, and the floor over the basement must be concrete.
 2. Secondary: The basement may be either:
 - (a) Fully buried, but with a wood floor over the basement; or
 - (b) Partially buried with a concrete floor over the basement but with no more than approximately 25% of the wall height exposed at any point other than at occasional stairwells, window wells, or area ways. No above ground wall may be of wood or metal stud construction.
 - (c) In secondary tornado shelter basements, areas not shielded from exterior windows by interior walls will not be considered as shelter space.
- C. The number of shelter spaces can be calculated from the useable floor area divided by six square feet per person.
- D. Citizens should be advised to plan for, and prepare emergency shelters in or near the home. The City does not operate any Tornado Shelters. Local government facilities should not be relied upon for shelter because of liability issues, and the difficulty of obtaining access after normal business hours. Many private shelters exist throughout the city.

ANNEX F

TAB A TO APPENDIX 1

Public Shelters for Tornadoes / Severe Weather
Midwest City

Midwest City has no public shelters

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APPENDIX 2

EVACUATION SHELTERS
Midwest City

High Shools	Principal	Address	Phone
Carl Albert High	Kristen Groggans	2009 S. Post Rd MWC	739-1726
Midwest City High	LaShonda Broils	213 Elm Drive MWC	739-1741
Career Academy	Dr. Rodney Stearns	1730 Center Dr MWC	582-7099
Technology Center	Alan Plemons	1621 Maple MWC	739-1707

Middle Schools	Principal	Address	Phone
Carl Albert MS	Cindy Anderson	2515 S. Post Rd MWC	739-1761
Jarman MS	Lynette Brown	5 MacArthur MWC	739-1771
Monroney MS	Michelle Reeves	7400 E. Reno MWC	739-1786

Elementary Schools	Principal	Address	Phone
Soldier Creek	Jeff Holland	9021 S.E. 15 th MWC	739-1676
Cleveland Bailey	Danielle Peterson	3301 Sun Valley MWC	739-1656
Country Estates	Brooke Guthery	1609 Felix MWC	739-1661
Midwest City Elem	Wendy Eaton	2211 S Midwest MWC	582-7017
Ridgecrest	Donna Collier	137 Ridgewood Dr.	739-1671
Steed	Patrice Tucker	2118 Flannery Dr.	739-1686
Telstar	Vanessa Van Trease	9521 N.E.16 th Dr.	227-1846
Willowbrook	Glenna Berry	8105 N.E. 10 th	706-5381
Crutch	Teresa Mcaffey	2401 N. Air Depot	973-8779

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APPENDIX 2

EVACUATION SHELTERS (CONT)

<u>Private Schools</u>	<u>Principal</u>	<u>Address</u>	<u>Phone</u>
Good Shepherd Lutheran	Gary Kuschneriet	700 N. Air Depot Rd. MWC	732-0070
	Lynn Mcnair		732-2585 694-6980
St. Philip Neri	Brenda Tenner	1121 Felix Place MWC	737-4496
	Father. Fuller		630-5064 737-4476

APPENDIX 3

OKLAHOMA VOLUNTEER DISASTER RESPONSE ORGANIZATIONS
COMMUNICATION CHAIN (Revised Oct 1997)
VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS (VOAD)

1. Golan Winkler, President
Church of the Brethren
3345 S. Louisville, Tulsa, OK 74135
Phone: (918) 747-5697
2. Michele Jagger.
P.O. Box 53365
Oklahoma City, OK 73152-3365
Phone: (405) 521-2481
FAX: (405) 521-4053
(24 hr) :(800) 800-2481

MEMBER ORGANIZATIONS AND THEIR SERVICES:

ANNEX F

Adventist Community Services Provides Emergency feeding, clothing, bedding, counseling, child care and manages center to handle Donated Goods.

American Radio Relay League Provides Emergency Communications.

American Red Cross Provides feeding stations, mass or individual shelter, first aid, supplementary medical care and comfort kits.

Baptist General Convention of OK Provides Mobile/Mass Feeding, Child Care and communications services to disaster victims.

Catholic Disaster Relief Provides monetary help to disaster victims.

Christian Church (Disciples of Christ) Provides monetary help to disaster victims.

Church of Jesus Christ of Latter Day Saints Provides volunteers to help disaster victims.

Church of the Brethren Provides cleanup and rebuilding services.

Episcopalian Church Provides monetary help to disaster victims.

APPENDIX 3

OKLAHOMA VOLUNTEER DISASTER RESPONSE ORGANIZATIONS COMMUNICATION CHAIN (Revised Oct 1997)

VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS (VOAD) (CONT)

OK Mennonite Disaster Services Provides cleanup and rebuilding services to disaster victims.

OK Conference of Churches Provides monetary help to disaster victims.

OK REACT Teams Provides communications, crowd and traffic control.

Presbyterian Church Provides Organization and Funding Services to disaster victims.

The Salvation Army Provides Spiritual Counseling, Registration, Medical Assistance, Temporary Shelter, Mobile and Mass feeding, Bedding and communications.

United Methodist Church Provides Spiritual & Emotional Counseling and Cash Grants to disaster victims.

ANNEX H

HEALTH AND MEDICAL

I. PURPOSE.

This annex establishes effective, workable procedures that will provide emergency health and medical service to the people of Midwest City during and after a natural or manmade disaster.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

- A. Emergency medical and public health service will be an extension of normal duties. Health/medical care will be adjusted to the size and type of disaster.
- B. One of the primary concerns of public health officials is disease control. This involves the detection and control of disease causing agents, maintaining a source of pure water, and continuation of wastewater disposal under disaster conditions.
- C. In mass casualty situations, funeral home directors can be extremely useful for counseling victims of a disaster, and the personnel conducting the response and recovery operations.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Organization.

- 1. The Midwest City emergency health and medical organizational structure will remain as it currently exists. Each medical organization will operate as part of the emergency response group, rendering and receiving support and assistance in accordance with existing mutual aid agreements. The County Chief of Emergency Health Services will act to coordinate the actions of medical personnel/facilities with each other and with other sources of medical aid.
- 2. Supporting Organizations.

ANNEX H

- a. County Health Department.
- b. Area hospitals.
- c. Medical clinics.
- d. Medical, dental, veterinarian, nursing and medical technical personnel residing in the county.
- e. Pharmacies.
- f. Funeral homes.
- g. Red Cross personnel and other resources.
- h. State agencies as required.
- i. Companies which own and service Portable Toilets.

B. Task Assignment and Responsibilities.

1. County Chief of Emergency Health Services is responsible for:
 - a. Developing agreements and cooperation between:
 - (1) County medical society, nursing association, and other professional groups.
 - (2) All hospitals, clinics, and other medical related facilities.
 - (3) Red Cross and other related organizations.
 - b. Planning and coordinating emergency medical services to include:
 - (1) Care of sick and injured.
 - (2) Sorting and evacuation of mass casualties.
 - (3) Patient transfer between facilities and their transportation.
 - (4) Responsible for providing medical, transportation, and other related support to handicapped and elderly persons during emergencies.

ANNEX H

- c. Plan and supervise health services to include:
 - (1) Inspection of food and water supplies.
 - (2) Insect and rodent control and other health measures to reduce the threat of disease.
 - (3) Immunization programs, when required.
 - (4) Environmental health services as needed.
 - d. Assignment of doctors and nurses to larger shelters in coordination with the Emergency Management Director responsible for the shelters.
 - e. Coordinate with pharmacist and distributors of pharmaceuticals on the protection, movement, and distribution of critical medical supplies.
 - f. Develop a system to assemble medical personnel, and equipment needed in an emergency.
2. Each City's Medical Coordinator acting on behalf of the County Chief of Emergency Health Services is responsible for coordinating all medical and health service activities within the city. These responsibilities include those listed in paragraph IV, 1 listed above. He will inform the County Chief and Executive Group of all actions taken to ensure complete coordination of medical relief efforts.
- a. He will also coordinate all support requirements, such as transportation or communication, with the EOC staff to ensure prompt support of medical requirements.
 - b. He will maintain current personnel rosters, facility lists and material location needed in emergencies to meet medical needs. A copy will be maintained in each city's Resource Data Book and another will be provided to the County Chief of Emergency Health Services for information and reference.
3. The Animal Welfare Supervisor will ensure animals that are at risk to danger, have been injured, or may pose a risk to the health and safety of others are handled appropriately. When situations arise that are outside of the scope or ability for Midwest City Animal Welfare employees, outside agencies will be utilized. See appendix 3 of this Annex for contact information.

ANNEX H

V. DIRECTION AND CONTROL.

The County Chief of Emergency Health Services is responsible for the direction and control of all public health activities. Within each community, the Health and Medical Coordinator will coordinate all public health activities and those of the private sector and keep the County Chief of Emergency Health Services informed.

VI. CONTINUITY OF GOVERNMENT.

A. Lines of Succession.

The order of succession will be in accordance with local Standing Operating Procedures (SOPs).

B. Indispensable Operating Records.

Each involved agency will be responsible for determining and maintaining the records which are essential for post disaster assignment.

VII. ADMINISTRATION AND LOGISTICS.

A. Health Statistics.

1. Vital Statistics.

The Health Department will continue to collect vital statistics as under normal operating procedures.

2. Disease Statistics.

Data related to disease out-break will be collected and forwarded to appropriate state and federal officials.

B. Testing and Inspections.

All testing of materials or substances will be accomplished under normal procedures used by the Health Department, or the Department of Environmental Quality. Inspections will be conducted in normal fashion but with increased frequency.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

ANNEX H

The County Emergency Health Medical Office will coordinate with the Emergency Management Director, medical personnel, and other agencies specified in this annex for this plan's development and maintenance.

IX. AUTHORITIES AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

1. FEMA SLG 100, Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.
3. FEMA, CPG 1-6, Disaster Operations - A Handbook for Local Governments.
- 4.

X. IMPLEMENTATION.

This annex will be implemented upon occurrence of a local disaster at which time a declaration of emergency may be made by local authorities.

APPENDICES

Appendix 1 - Hospitals/Long-Term Care Facilities/Nursing Homes

Appendix 2 - Sources of Health and Medical Assistance

Appendix 3 – Veterinary Contacts

Appendix 4 – Midwest Regional Medical Center EOP's

ANNEX H

APPENDIX 1

HOSPITALS\LONG TERM CARE\NURSING HOMES

Name :- Health south Sports & Rehabilitation
Address :- 351 North Air Depot Boulevard, Suite X
Midwest City, OK 73110
Telephone No. :- 405-732-1766

Name :- Horizon Specialty Hospital
Address :- 8210 National Avenue
Midwest City, OK 73110
Telephone No. :- 405-739-0800

Name :- Integrated Health Services
Address :- 8200 National Avenue
Midwest City, OK 73110
Telephone No. :- 405-737-8200

Name :- Manor care Heath Services
Address :- 2900 Parklawn Drive
Midwest City, OK 73110
Telephone No. :- 405-737-6601

Name :- MD Physicians Surgicenter
Address :- 8121 National Avenue # 108
Midwest City, OK 73110
Telephone No. :- 405-732-7905

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Name :- Midwest Medical Group

Address :- 8121 National Avenue # 300
Midwest City, OK 73110

Telephone No. :- 405-737-4494

Name :- Alliance Midwest Medical Center

Address :- 2825 Parklawn Drive
Midwest City, OK 73110

Telephone No. :- 405-737-4411

Name :- Midwest Rehabilitation Medicine

Address :- 1113 S Douglas Boulevard
Midwest City, OK 73130

Telephone No. :- 405-736-8090

Name :- Oklahoma Ambulatory Surgery

Address :- 6908 E Reno Avenue # B
Midwest City, OK 73110

Telephone No. :- 405-737-6900

Name :- Renaissance Womens Center

Address :- 238 N Midwest Boulevard
Midwest City, OK 73110

Telephone No. :- 405-741-5000

ANNEX H

Name :- Sweetbriar Nursing Center
Address :- 1400 Buena Vista
Midwest City, OK 73110
Telephone No. :- 405-733-1794

ANNEX H

ANNEX H

APPENDIX 2

MIDWEST CITY/OKLAHOMA COUNTY SOURCES OF HEALTH
AND MEDICAL ASSISTANCE

I. Additional sources of assistance and support.

- A. County Health Department - See Appendix 2 to Annex A.
- B. Ambulance Service: Midwest Regional Medical Center
EMSA

OTHER AMBULANCE SERVICE

Air Transport

Air Evac 1-800-525-5220

C. Laboratories:

American X-Rays Inc

Oklahoma City, OK 73100
(405) 235-5001

Clement X Ray Co

Oklahoma City, OK 73114-2135
(405) 842-8870

Clinical Biopathology Laboratory

Couriers Pick

Oklahoma City, OK 73118-5044
(405) 525-0202

Clinical Biopthlgy Lb

Oklahoma City, OK 73112-4414
(405) 947-7861

Diagnostic Mobile X-Ray

Edmond, OK 73083-3396
(405) 330-0055

H & H X-Ray Service

3625 Sw 13 Oklahoma City, OK 73108-2005
(405) 632-2111

Indstrl-Mdcl X-Ray

Oklahoma City, OK 73114-2132
(405) 848-4918

Mammography-St Anthony Hospital

Oklahoma City, OK 73102-2216
(405) 272-7463

Medical Arts Laboratory Main

Laboratory Pasteu

Oklahoma City, OK 73103-2620
(405) 239-7111

Medical Arts Laboratory Other

Outpatient Labor

Oklahoma City, OK 73103-2425

Bynum Chet Md

Norman, OK 73071-6443
(405) 364-1071

Clinical Biopathology Laboratory

Business Offi

Oklahoma City, OK 73118-5044
(405) 525-8211

Clinical Biopathology Laboratory

Regional Refe

Oklahoma City, OK 73118-5044
(405) 525-8211

Community Medical Lab Inc

Norman, OK 73071-6648
(405) 366-1029

Friese Michael X-Ray Services

Guthrie, OK 73044-1627
(405) 282-2282

H & H X-Ray Service

3625 Sw 13
Oklahoma City, OK 73108-2005
(405) 948-8848

Kincheloe R P Company

Oklahoma City, OK 73127-6134
(405) 495-0526

Medical Arts Laboratory Main

Laboratory Pasteu

Oklahoma City, OK 73102-2215
(405) 278-2747

Medical Arts Laboratory Other

Outpatient Labor

Oklahoma City, OK 73100
(405) 278-2744

Medical Arts Laboratory Other

Outpatient Labor

Oklahoma City, OK 73106-6840

ANNEX H

(405) 278-2618

Medical Arts Laboratory Other Outpatient Labor

1044 Sw 44 Oklahoma City, OK 73109-3609
(405) 278-2672

Medical Arts Laboratory Other Outpatient Labor

Oklahoma City, OK 73120-8396
(405) 278-2641

Merry X Ray Corp

Oklahoma City, OK 73108-2060
(405) 947-7209

Monroe X-Ray Service

3625 Sw 13 Oklahoma City, OK 73108-2005
(405) 948-8848

Netlab

Oklahoma City, OK 73104-5069
(405) 271-4522

Norman Medical Ob Partnrshp

Norman, OK 73071-6606
(405) 366-7311

Norman Radiology Services Inc

Norman, OK 73071-6443
(405) 364-1071

Paralegal Services

Oklahoma City, OK 73100
(405) 235-1133

Precision Histology Lab In

Oklahoma City, OK 73107-2815
(405) 946-0118

Plaza Diagnostic Services Inc

3433 Nw 56 Oklahoma City, OK 73112-4481
(405) 942-0353

Presbyterian Hospital Netlab

700 Ne 13 Oklahoma City, OK 73104-5070
(405) 271-4522

Roche Biomedcl Lab

Oklahoma City, OK 73112-4426
(405) 943-5593

Springdale Laboratory

Oklahoma City, OK 73112-2137
(405) 946-3229

Toshiba Medical Systems Division Of Toshiba Am

Oklahoma City, OK 73100
(405) 946-9117

Delta X-Ray Co

Oklahoma City, OK 73100
(405) 677-7311

Hamel Medical

Oklahoma City, OK 73127-6103
(405) 787-4141

(405) 278-2728

Medical Arts Laboratory Other Outpatient Labor

3433 Nw 56
Oklahoma City, OK 73112-4481
(405) 278-2656

Medical Imaging Consultants

Oklahoma City, OK 73128-3010
(405) 681-9729

Midwest City Pathology Lab Main Office

Oklahoma City, OK 73110-7570
(405) 737-4448

National Health Laboratories

3613 Nw 56
Oklahoma City, OK 73112-4520
(405) 943-7472

Nichols Inst Labs

Oklahoma City, OK 73108-1836
(405) 942-5147

Norman Medical Plaza Lab Inc

Norman, OK 73071-6443
(405) 364-0500

P & S Laboratory & X Ray

Norman, OK 73071-6426
(405) 329-5467

Pasteur Medical Building

Oklahoma City, OK 73103-2620
(405) 239-7111

Physicians & Surgeons Laboratories & X-Ray

Norman, OK 73071-6426
(405) 329-5467

Premarital Lab

Oklahoma City, OK 73102-3025
(405) 239-6760

R T Services

Oklahoma City, OK 73132-1514
(405) 728-0039

Siemens Medical Systems Inc

Oklahoma City, OK 73108-1802
(405) 949-0494

St Anthony Hospital Mammography

Oklahoma City, OK 73102-1062
(405) 272-7463

Breast Care Ctr

Oklahoma City, OK 73120-8396
(405) 755-2273

Diagnostic Radiology

Edmond, OK 73034-5771
(405) 348-1900

Home X-Ray Service Of Oklahoma City

ANNEX H

Lewis Kathleen E Md Inc

Norman, OK 73072-5858
(405) 321-0406

Merkel X Ray Co

Oklahoma City, OK 73102-2619
(405) 232-3277

Oklahoma Breast Care Center

Oklahoma City, OK 73120-8396
(405) 755-2273

Radiographic Equipment Service Inc

7300 Nw 45 Bethany, OK 73008-2330
(405) 789-5855

Smithkline Beecham Clinical Laboratories

1044 Sw 44 Oklahoma City, OK 73109-3609
(405) 632-0182

Center For Health Promotion Affiliated With No

Norman, OK 73072-3639
(405) 360-7400

Norman Regional Hospital Mammography

Norman, OK 73071-6482
(405) 360-7400

Par Met Inc

Oklahoma City, OK 73170-2452
(405) 691-1981

Weight Management

Norman, OK 73072-3639
(405) 360-7400

Oklahoma City, OK 73162-6249
(405) 720-9729

Mammography Center Of Oklahoma

1145 Sw 74
Oklahoma City, OK 73139-2134
(405) 631-1212

Norman Radiology Services Inc

Norman, OK 73071-6421
(405) 321-8125

Orofacial Diagnostic Associates Ltd

Norman, OK 73072-4743
(405) 321-8030

Radiology Group Inc Medical Office

Oklahoma City, OK 73103-2425
(405) 236-4564

Smithkline Beecham Clinical Laboratories

Oklahoma City, OK 73112-4414
(405) 945-4488

Norman Regional Hospital Center For Health Pro

Norman, OK 73071-6482
(405) 360-7400

Norman Regional Hospital Weight Management

Norman, OK 73072-3639
(405) 360-7400

Psychiatric Services Of Norman Regional Hospit

Norman, OK 73072-3639
(405) 360-7400

Gamma Graphics

Oklahoma City, OK 73100
(405) 620-1188

D. End Stage Renal Disease Facilities:

E. Home Health Agencies:

F. Listings are in local telephone directories for:

Physicians	Physical Therapists
Dentists	Chiropractic Physicians
Optometrists	Veterinarians
Pharmacies	Funeral Directors/Homes
Counselors	

G. Ambulatory Surgical Centers in **Midwest City/Oklahoma County**:

Midwest City Surgery Center

ANNEX H

APPENDIX 3

VETERINEARIAN CONTACTS

Edmond

[Acreview Pet Hospital](#)
1900 S. Bryant Ave.
Edmond, OK

[Brent A. Hague; DVM](#)
2625 S. Interstate 35
Edmond, OK

[Danforth Animal Hospital](#)
800 E. Danforth Rd.
Edmond, OK

[Family Pet Clinic](#)
1326 N. Kelly Ave.
Edmond, OK

Midwest City

[Amber Oaks Veterinary Hospital](#)
9209 E. Reno Ave.
Midwest City, OK

Moore

[Animal Mobile Vaccination Service](#)
9700 S. Shields Blvd.
Moore, OK

[Dental Clinic For Animals](#)
530 N. Eastern Ave.
Moore, OK

Norman

[Animal Er Of Norman](#)
1140 Mcgee Dr.
Norman, OK

[Cat Clinic](#)
1000 Alameda St. #122
Norman, OK

[Equine Medical Service](#)
11434 Stella Rd.
Norman, OK

[Golden Valley Pet Clinic](#)
2707 60th Ave. NW
Norman, OK

[Kickingbird Animal Clinic](#)
421 N. Bryant Ave.
Edmond, OK

[Memorial Road Pet Hospital](#)
3016 E. Memorial Rd.
Edmond, OK

[Santa Fe Square Vet Clinic](#)
16309 N. Santa Fe Ave. #F
Edmond, OK

[Reno Animal Hospital Inc.](#)
6400 E. Reno Ave.
Midwest City, OK

[Ranchwood Veterinary Hospital](#)
10505 S. Santa Fe Ave.
Moore, OK

[Silverleaf Animal Hospital](#)
530 N. Eastern Ave.
Moore, OK

[Stockyards Veteriary Service](#)
2855 W. Indian Hills Rd.
Norman, OK

[Thunderbird Veterinary Hospital](#)
1250 156th Ave. NE
Norman, OK

[University Animal Hospital](#)
1218 Lindsey Plaza Dr.
Norman, OK

ANNEX H

Oklahoma City

[Banfield The Pet Hospital](#)
6327 SW 3rd St.
Oklahoma City, OK

[Hillcrest Animal Hospital](#)
5720 S. Pennsylvania Ave.
Oklahoma City, OK

[Mac Arthur Boulevard Animal](#)
1608 N. Macarthur Blvd.
Oklahoma City, OK

[Michael Linville; DVM](#)
6162 N. Brookline Ave.
Oklahoma City, OK

Shawnee

[Dogwood Veterinary Hospital](#)
1415 N. Kennedy Ave.
Shawnee, OK

[Ellis Veterinary Clinic](#)
38810 Hardesty Rd.
Shawnee, OK

[Oakwood Veterinary Clinic](#)
4406 SE 44th St.
Oklahoma City, OK

[Oklahoma Board Of Veterinary](#)
201 NE 38th Ter.
Oklahoma City, OK

[Robert Purvis; DVM](#)
6013 Kingsbridge Dr.
Oklahoma City, OK

[Friends Best](#)
647 N. Kickapoo Ave.
Shawnee, OK

ANNEX H

APPENDIX 4

MIDWEST REGIONAL MEDICAL CENTER
EMERGENCY OPERATIONS PLAN

These plans can be accessed by contacting the EMS Director or Hospital Administration for Alliance Midwest Medical Center

ANNEX I

LAW ENFORCEMENT

I. PURPOSE.

This annex identifies law enforcement responsibilities, coordination requirements, and management procedures for the protection of life and property during emergencies to include crisis relocation operations.

II. SITUATION AND ASSUMPTION.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

Emergency operations for law enforcement personnel are simply an expansion of their normal daily responsibilities. They include maintenance of law and order, traffic, and crowd control. The Midwest City Police Department will be the primary organization over this area. When additional assistance is necessary, the Sheriff's Department will be able to provide adequate police control through existing mutual aid agreements.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Organization.

See Basic Plan.

B. Task Assignments and Responsibilities.

1. Midwest City Police Dept.

- a. Maintain law and order.
- b. Monitor communications for warnings.
- c. Initiate warning system in the city/town.
- d. Assist Sheriff by disseminating warnings to other communities, if needed.
- e. Provide mobile units for warning & evacuation.

ANNEX I

- f. Provide security for key facilities to include; financial institutions, markets and one-stop facilities, pharmacies, hospitals (animal hospitals included), liquor stores and taverns, gun and hardware stores.
 - g. Provide traffic control during shelter operations or other emergencies.
 - h. Provide crowd control, as required.
 - i. Provide police officers to larger shelters for law enforcement and communications.
 - j. Mark expedient emergency shelters.
 - k. Provide warning to affected areas when localized flood conditions exists.
 - l. Establish mutual aid agreements with cities and towns that are able to assist.
 - m. Provide for the security, protection, and relocation of jail inmates.
2. Oklahoma County Sheriff.
- a. Coordinate all law enforcement in the county.
 - b. Disseminate warnings throughout the county.
 - c. Coordinate relocation traffic control.
 - d. Coordinate mutual aid agreements.
 - e. Support emergency public safety activities.
 - f. Provide for the security, protection, and relocation of inmates in county custody.
 - g. Responsible for all rural search and rescue operations that fall outside of the jurisdictions of the City of Midwest City.

ANNEX I

V. DIRECTION AND CONTROL.

The Police Chief is responsible for coordinating all law enforcement activities within the city limits of Midwest City. Mutual aid or other police support will function under the direction of their own director/chief while operating in the city. Law enforcement emergency operations will be directed from the EOC by the Police Chief or his/her representative. Routine operations will be in accordance with Standard Operating Procedures. State and federal support should be arranged, prior to the exhaustion of all local police capability and mutual aid support.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

A. Passes.

1. Experience has proven that there are instances where special passes are needed in a disaster area to control access to those with legitimate reasons for being in the area. Only under extraordinary circumstances will passes be required after a disaster. The decision to require passes will rest with the Executive Group, and direction for use of passes will be given through the EOC. Police personnel will issue passes, or direct those seeking admittance to the Police Department to obtain them. Common sense and discretion must be used in issuing/not issuing passes as over enforcement can severely hamper relief efforts as much as under enforcement. Sample temporary passes and permanent passes are shown in Appendix 1.
2. The following vehicles and their occupants are exempt from pass requirements: marked utility company vehicles, military vehicles, city/state government vehicles, county vehicles, and relief agencies (Red Cross, Salvation Army, etc.) vehicles. Many emergency passes are already in existence (press cards and medical personnel identification), and they will be honored unless a reasonable question arises as to their authenticity. If such questions arise, the party should be directed to the Police Department for consideration of a temporary pass.

B. Communications.

ANNEX I

Law Enforcement communications network information is contained in Annex B. The Police/Sheriff will operate a base station in the EOC communication center during an emergency.

C. Resources.

A listing of available law enforcement resources are listed in Appendix 2.

D. Key/Critical Facilities.

A list of facilities which may require police protection or increased security, dependent upon the situation, will be maintained by the Police Chief, and not included in this EOP for security reasons.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

The Police Chief will continue the planning of all law enforcement operations related to emergency management within the city. A review and update of this Annex will be conducted annually by each law enforcement agency.

IX. AUTHORITY AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.

Law and Order Training for Civil Defense Emergency,
Student Manual - Part A SM-2.

Law and Order Training for Emergency Management - Part A
Instructor Guide (IG) IG-2.

Law and Order Training for Civil Defense Emergencies - Part B IG-2.1.

ANNEX I

APPENDICES

APPENDIX 1 - Temporary Pass

TAB A - Sample Disaster Area Passes

APPENDIX 2 – Law Enforcement Resources

APPENDIX 3 – Organizational Chart

ANNEX I

APPENDIX 1

TEMPORARY PASS



**Emergency Management
Official Vehicle
Temporary Pass**

Print Bearer's Name

Valid Until Date/Time

Issued on

Issuing Officer

The driver and occupants of this vehicle, upon presentation of authorized Emergency Management Identification Cards, are authorized to pass in connection with OFFICIAL EMERGENCY MANAGEMENT BUSINESS. This card is to be displayed "ONLY" while the vehicle and its occupants are on OFFICIAL Business in the disaster area(s).

CARD # _____ DATE _____

AGENCY _____

Emergency Management Director

ANNEX I

TAB A TO APPENDIX 1

SAMPLE DISASTER AREA PASSES

1. WORK PASS

<p style="text-align: center;"><u>WORK PASS</u> Authorized by MIDWEST CITY DISASTER UNIT Date _____ Name _____ Address _____ _____ Signed _____</p>

2. VISITOR PASS

<p style="text-align: center;"><u>VISITOR PASS</u> Authorized by MIDWEST CITY DISASTER UNIT Date _____ Name _____ Address _____ _____ Signed _____</p>
--

3. RESIDENT PASS

<p style="text-align: center;"><u>RESIDENT PASS</u> Authorized by MIDWEST CITY DISASTER UNIT Date _____ Name _____ Address _____ _____ Signed _____</p>

ANNEX I

APPENDIX 2

LAW ENFORCEMENT RESOURCES
Midwest City

CITY OR SERVICE	Midwest City	Oklahoma County Sheriff	Del City
Telephone Numbers (and alternate)	739-1388 (739-1302)	278-1044 278-1051	671-2840 671-2852
# Vehicles w/radio	115	200	15
Portable Generators	2	5	0
Mobile Crime Lab	1	1	0
Total Officers	94	550	35
Dispatchers	0	12	6
EMTs	0	5	0
Bomb Disposal	4 + 1 Robot	YES	NO
Scuba Trained	0	10	0
Deps/Res/Aux	10	378	15
Walkie-Talkie	120	400	50
Bull Horns	3	19	1
# Aircraft	0	0	0
Communications Van	1	2	0
K-9 Units	2	10	2
OLETS Teletype (Yes/No)	YES	YES	YES

NOTE: The County Sheriff provides law enforcement for incorporated towns as indicated: **

One Oklahoma Department of Wildlife, Law Enforcement Game Warden, with vehicle and two-way radio system is located at Spencer, OK (405) 203-3178 Edmond, OK (405) 203-3176. Central Office Ph: OK City 405-521-3719.

ANNEX I

APPENDIX 2

LAW ENFORCEMENT RESOURCES

CITY OR SERVICE	Edmond	Nicoma Park	Oklahoma City
Telephone Numbers (and alternate)	359-4494 359-4420	843-0978 843-6170	297-1201
# Vehicles w/radio	42	5	900
Portable Generators	0	0	UNK
Mobile Crime Lab	0	0	Yes
Total Officers	77	5	1041
Dispatchers	0	0	84
EMTs	2	0	UNK
Bomb Disposal	YES	NO	YES
Scuba Trained	6	0	0
Deps/Res/Aux	0	18	0
Walkie-Talkie	78	9	500
Bull Horns	1	0	2
# Aircraft	0	0	3
Communications Van	0	0	1
K-9 Units	2	0	9
OLETS Teletype (Yes/No)	YES	NO	YES

NOTE: The County Sheriff provides law enforcement for incorporated towns as indicated: **

ANNEX I

APPENDIX 2

LAW ENFORCEMENT RESOURCES

CITY OR SERVICE	Spencer		
Telephone Numbers (and alternate)	771-3798		
# Vehicles w/radio	5		
Portable Generators	0		
Mobile Crime Lab	0		
Total Officers	6		
Dispatchers	0		
EMTs	0		
Bomb Disposal	NO		
Scuba Trained	0		
Deps/Res/Aux	12		
Walkie-Talkie	12		
Bull Horns	0		
# Aircraft	0		
Communications Van	0		
K-9 Units	0		
OLETS Teletype (Yes/No)	NO		

NOTE: The County Sheriff provides law enforcement for incorporated towns as indicated: **

The Oklahoma Highway Patrol Troop A, can be reached at (405) 682-3311 for assistance

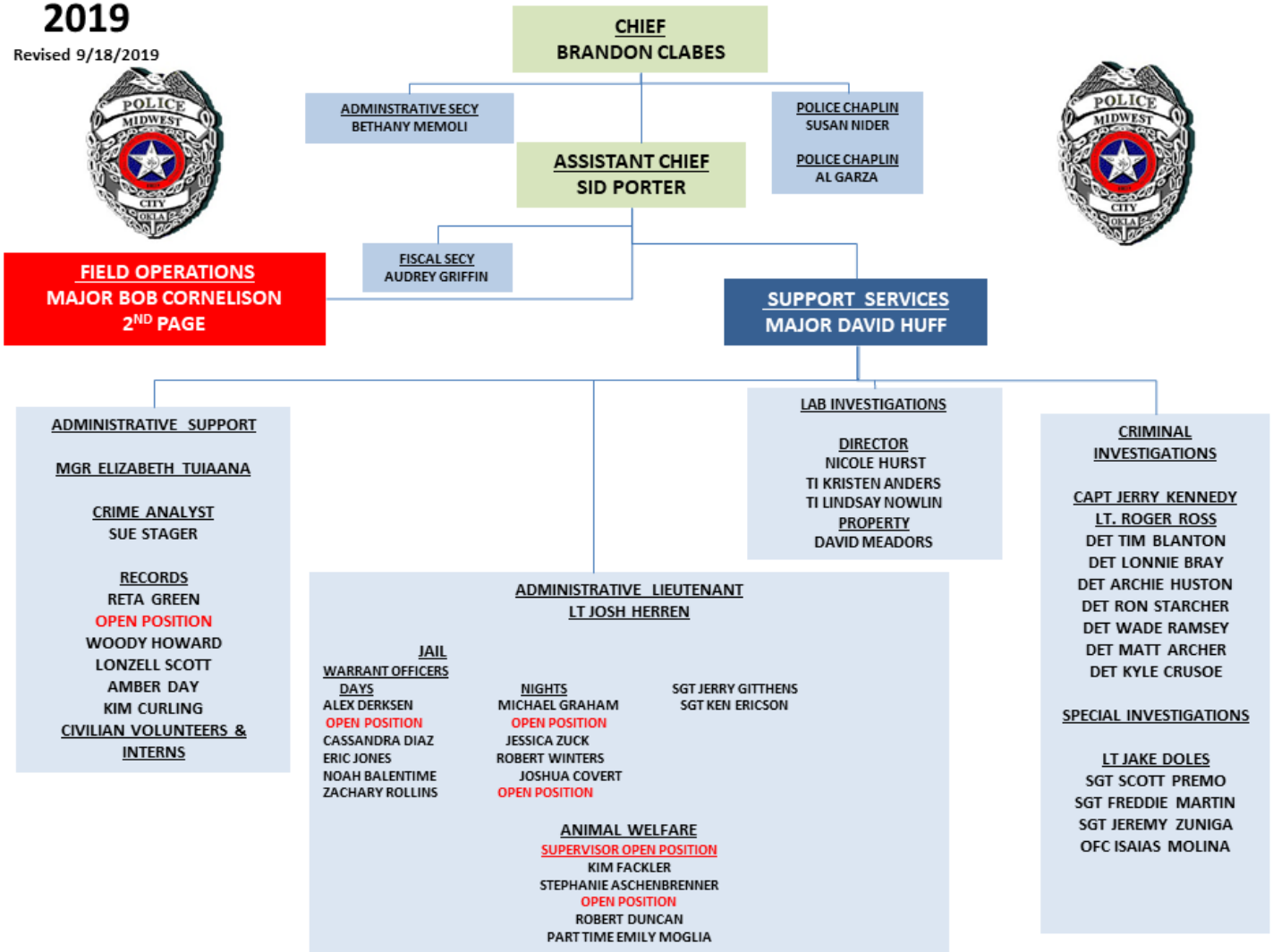
ANNEX I

APPENDIX 3

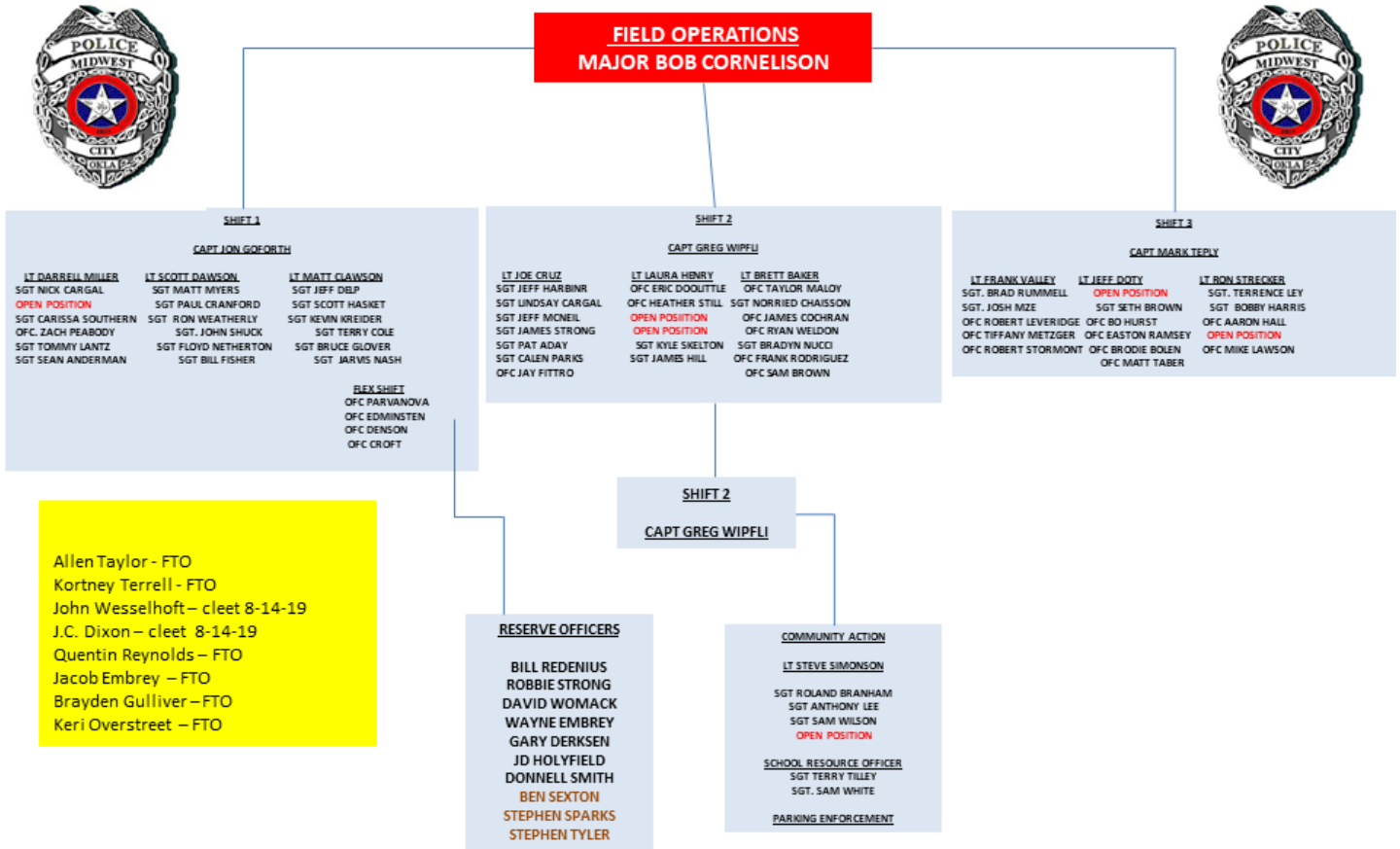
LAW ENFORCEMENT ORGANIZATIONAL CHART
MIDWEST CITY

2019

Revised 9/18/2019



ANNEX I



2019
Revised September 18, 2019

ANNEX J
PUBLIC WORKS

I. PURPOSE.

This Annex establishes procedures and priorities for the public works department in response to an emergency or disaster in Midwest City.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

The Public Works Department responsibilities during periods of emergency require them to take necessary actions to prevent damage to public services, facilities and streets, and to restore them to normal operations, if damaged. Public Works must also support Emergency Service Departments with actions to control damage and prevent loss of life. Priority of work for Public Works during an emergency is the maintenance, or restoration of water systems, sewage systems, and main transportation routes; in that order.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

Most of the departments within the local government have emergency functions related to their normal duties. The public works departments will establish workable procedures for the maintenance, direction of repair, and the restoration of vital functions within the community, including use of personnel and equipment to work on priority tasks. A current inventory of available resources is critical to this planning and prioritization of work. Coordination should also be made with other communities, as well as the county for use of equipment to aid in disaster response.

The Executive Group will approve and coordinate tasks not considered to be within the scope of normal department operations.

Mutual aid agreements should be arranged with neighboring communities, and neighboring counties.

CALL OKIE - 1-800-522-6543 or 811, system should be used and disseminated to the public for use, two working days prior to any digging.

B. Task Organization.

Public Works Department is responsible for the following:

1. Streets:

- a. Coordinate activities with the Public Works Director.
- b. Clear major roads on an emergency priority basis. Other priorities will be established based on greatest need.
- c. Provide barricades to block access to damaged areas. Locations will be determined through coordination with the Executive Group, and Operations Group.
- d. Provide personnel and equipment for other debris cleanup as assigned by supervisors.
- e. Snow removal and assistance to stranded motorists.

2. Water:

- a. Restore and maintain water utilities to the city. Prioritize all activity giving top priority to Hospitals, Evacuation Shelters, EOC, Sewer Department, and other locations as dictated by supervisors.
- b. Maintain water pressure in sufficient quantity to facilitate fire suppression activities.
- c. Available personnel/equipment not required to meet the demands of the emergency shall be provided to other areas for use.
- d. Secure and deliver potable water for shelter use.

3. Wastewater:

- a. Maintain wastewater plant operation.
- b. Clear sewer lines.
- c. Available personnel/equipment not required to meet the demands of the emergency shall be provided to other areas for use.

3. Stormwater

- a. Provide support with storm sewer or stream and river potential contamination issues and disposal of hazardous household waste.

4. Sanitation:

- a. Assist street and parks departments with debris clearance, as designated by supervisors.

- b. Expand refuse collection and disposal during shelter occupation, or crisis relocation.

5. Recreation and Parks:

- a. Assist with debris removal.
- b. Provide assistance to all public works entities to ensure adequate manpower for all activities to be performed.
- c. Available personnel/equipment not required to meet the demands of the emergency shall be provided to other areas for use.
- d. Community center shelter management.

6. Tourism

- a. Convention and Visitors Bureau assist with temporary housing needs.
- b. Midwest City Travel Information Center assists as a clearing house for temporary workers and volunteers.

V. DIRECTION AND CONTROL.

See Section V, Basic Plan.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

See Section VII, Basic Plan.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

See Section VIII, Basic Plan.

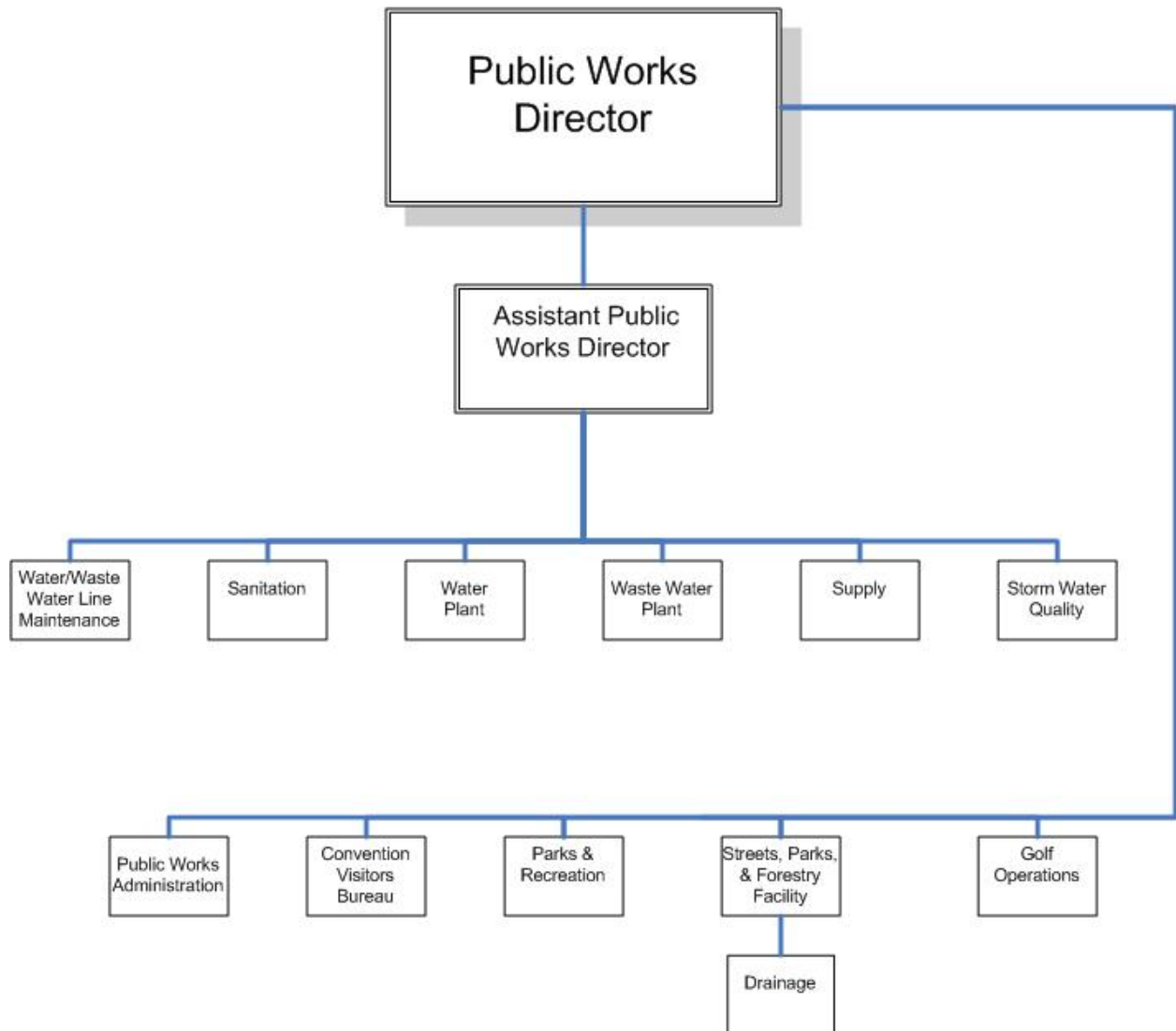
IX. AUTHORITIES AND REFERENCES.

See Section IX, Basic Plan.

APPENDICES

APPENDIX 1 – Public Works Department Organizational Chart

APPENDIX 1
PUBLIC WORKS DEPARTMENT
ORGANIZATIONAL CHART



ANNEX K

FIRE/RESCUE/HAZMAT

I. PURPOSE.

This annex establishes a sound and effective plan to be used in emergency or disaster situations. The goal of this plan is to ensure a rapid, coordinated response to any emergency to save lives, reduce personal injuries, and damage to property. An additional goal is to ensure prompt location and rescue of trapped or threatened people in the disaster area, and to recover the deceased.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

The responsibilities of a Fire Department in disaster situations are basically the same as those they perform daily. Their primary responsibility is to protect lives, followed by property conservation, and containment of threat. In addition, selected fire personnel may be trained in specialized skills such as Emergency Medical Services, Hazardous Materials Response, Urban Search and Rescue, Confined Space and Technical Rescue, and many more. (See the Appendix to this Annex, for the resources of the Fire Department, and other fire services entities that provide mutual aid.)

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Fire Department.

1. Fire suppression.
2. Operate warning system.
3. Respond to hazardous material accidents/incidents.
4. Assist radiological protection measures.
5. Enforce fire code and fire prevention program.
6. Conduct search and rescue operations.

B. Mutual Aid Fire Department.

ANNEX K

Provide fire units to assist in fire fighting and rescue operations when called upon in accordance with existing agreements. All fire departments tasked for mutual aid shall have a written agreement between the City of Midwest City and the mutual aid department. Copies of these agreements will be maintained by the Midwest City Fire Chief.

C. Police Department

During major large scale disasters the members of the police department may be required to perform duties ranging from participating in search and recovery activities, providing crowd control, providing warning notification to citizens along with many other tasks.

D. Public Works

The public works department is tasked with the responsibility of maintaining a sufficient water supply capable of firefighting pressure and quantity. They are also responsible for providing equipment and barriers to the fire department, as needed.

V. DIRECTION AND CONTROL.

See Section V, Basic Plan and Annex J.

VI. CONTINUITY OF GOVERNMENT.

A. Lines of succession for fire department(s) responding will be according to each department's established procedures.

B. Each responding Fire Chief will maintain control of his unit(s).

VII. ADMINISTRATION AND LOGISTICS.

A. Communications.

Fire communications networks are shown in Annex B.

B. Resources.

A list of available fire departments and their resources is attached as an Appendix to this Annex.

ANNEX K

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

- A. The Fire Chief will coordinate the planning of all fire services related to emergency management operations.
- B. Responsibility for development and maintenance of this Annex rests with the Fire Chief, and the EM Director.

IX. AUTHORITIES AND REFERENCES.

FEMA-127, Attack Environment Manual, Chapter 3; What the Planner Needs to Know About Fire Ignition and Spread.

FEMA, Student Manual (SM) 9.2A Support Assistance for Fire Emergencies.

FEMA, SM 9, Rescue Skills and Techniques.

FEMA, CPG 1-6 Disaster Operations - A Handbook for Local Governments.

APPENDIX

APPENDIX 1 - Fire/Rescue Resources

APPENDIX 2- Organizational Chart

ANNEX K

APPENDIX 1

FIRE/RESCUE RESOURCES

Community		Midwest City Fire Department	
Phone #	(405) 739-1340	Ambulances	/
Alternate #	(405) 739-1341	Trained EMTs	82
Fire Stations	6	First Responders	0
Base Stations	6	Sedans	5
Mobile Radios	25	Utility Trucks	1
Pagers		Pick-up Trucks	2
Hand-Held Radios	60	SCBAs/Spare Bottles	40/100
Paid Manpower	87	Generators	9
Volunteers	/	Light Systems	4
Pump Engines	6/2 Quints	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	1
c. 1000 GPM	/	Mutual Aid with:	
d. 1250 GPM	4	a.	b.
e. 1500 GPM	/	c.	d.
Ladder Trucks	2, 1500, 1250	e.	f.
Elev.Platforms	/	g.	h.
Brush Pumpers	6	i.	j.
Tanker Trucks		k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources:	
Crash-Fire Rescue(Yes/No)	Yes		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	Yes, 1		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

Mutual Aid FIRE/RESCUE RESOURCES

Community	Choctaw Fire Department		
Phone #	(405) 390-8300	Ambulances	/
Alternate #	(405) 390-9111	Trained EMTs	16
Fire Stations	3	First Responders	25
Base Stations	/	Sedans	1
Mobile Radios	38	Utility Trucks	1
Pagers	26 Voice/26 Alpha Numeric	Pick-up Trucks	/
Hand-Held Radios	14	SCBAs/Spare Bottles	18, 18
Paid Manpower	5	Generators	3
Volunteers	20	Light Systems	2
Pump Engines		Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	/
c. 1000 GPM	2	Mutual Aid with:	
d. 1250 GPM	2	a. Midwest City	b.
e. 1500 GPM	/	c.	d.
Ladder Trucks	/	e.	f.
Elev.Platforms	/	g.	h.
Brush Pumpers	6	i.	j.
Tanker Trucks	3, 2500 Gal, 2500 Gal, 12500 Gal	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources: Extrication Tools	
Crash-Fire Rescue(Yes/No)	No		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	Yes, 2 Squads, 1 Heavy Rescue		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community		Del City Fire Department	
Phone #	(405) 671-2890	Ambulances	/
Alternate #	(405) 671-2895	Trained EMTs	24
Fire Stations	2	First Responders	/
Base Stations	1	Sedans	3
Mobile Radios	13	Utility Trucks	/
Pagers	2 Alpha Numeric	Pick-up Trucks	/
Hand-Held Radios	20	SCBAs/Spare Bottles	18/ 5
Paid Manpower	25	Generators	4
Volunteers	/	Light Systems	3
Pump Engines		Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	/
c. 1000 GPM	/	Mutual Aid with:	
d. 1250 GPM	2	a.	b.
e. 1500 GPM	Ladder Truck	c.	d.
Ladder Trucks	75 Ft	e.	f.
Elev.Platforms	/	g.	h.
Brush Pumpers	2	i.	j.
Tanker Trucks	/	k.	l.
Rescue Calls (Yes/No)	yes	Other Resources: Extrication Tools	
Crash-Fire Rescue(Yes/No)	no		
Underwater Rescue(Yes/No)	no		
Rescue Squads (Yes/No)	1 Squad		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1

FIRE/RESCUE RESOURCES

Community		Edmond Fire Department	
Phone #	359-4304	Ambulances	/
Alternate #	359-4306	Trained EMTs	6
Fire Stations	4	First Responders	14
Base Stations	/	Sedans	/
Mobile Radios	24	Utility Trucks	/
Pagers	10	Pick-up Trucks	2
Hand-Held Radios	55	SCBAs/Spare Bottles	60
Paid Manpower	99	Generators	7
Volunteers	/	Light Systems	2
Pump Engines	7	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	2
c. 1000 GPM	/	Mutual Aid with:	
d. 1250 GPM	3	a. OakCliff	b. Deercreek
e. 1500 GPM	4	c. Wood Crest	d. Arcadia
Ladder Trucks	/	e. OKCFD	f. MWCDFD
Elev.Platforms	1	g.	h.
Brush Pumpers	3	i.	j.
Tanker Trucks	1	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources:	
Crash-Fire Rescue(Yes/No)	Yes		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	Yes		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community		Moore Fire Department	
Phone #	(405) 793-5110	Ambulances	/
Alternate #	793-5119	Trained EMTs	56
Fire Stations	3	First Responders	/
Base Stations	3	Sedans	4
Mobile Radios	20	Utility Trucks	1
Pagers	Alpha 56	Pick-up Trucks	/
Hand-Held Radios	20	SCBAs/Spare Bottles	60/60
Paid Manpower	57	Generators	5
Volunteers	/	Light Systems	3
Pump Engines	6	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	/
c. 1000 GPM	1	Mutual Aid with:	
d. 1250 GPM	4	a. Midwest City	b.
e. 1500 GPM	1	c.	d.
Ladder Trucks	1 Quint	e.	f.
Elev.Platforms	/	g.	h.
Brush Pumpers	4	i.	j.
Tanker Trucks	/	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources: Extrication Equipment	
Crash-Fire Rescue(Yes/No)	Yes		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	No		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community		Nicoma Park Fire Department	
Phone #	(405) 769-4593	Ambulances	/
Alternate #	/	Trained EMTs	4
Fire Stations	1	First Responders	11
Base Stations	1	Sedans	1
Mobile Radios	8	Utility Trucks	/
Pagers	21 Voice	Pick-up Trucks	/
Hand-Held Radios	9	SCBAs/Spare Bottles	13/ 15
Paid Manpower	3	Generators	2
Volunteers	20	Light Systems	2
Pump Engines		Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	/
c. 1000 GPM	1	Mutual Aid with:	
d. 1250 GPM	1	a. Midwest City	b.
e. 1500 GPM	/	c.	d.
Ladder Trucks	/	e.	f.
Elev.Platforms		g.	h.
Brush Pumpers	2	i.	j.
Tanker Trucks	3, 1250, 1000, 5000	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources: Extrication Equipment	
Crash-Fire Rescue(Yes/No)	No		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	1		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community		Norman Fire Department	
Phone #	405 292-9780	Ambulances	/
Alternate #	(405) 321-1444	Trained EMTs	32
Fire Stations	7	First Responders	80
Base Stations	8	Sedans	9
Mobile Radios	37	Utility Trucks	1
Pagers	12 Alpha	Pick-up Trucks	1
Hand-Held Radios	32	SCBAs/Spare Bottles	56/130
Paid Manpower	126	Generators	5
Volunteers	/	Light Systems	/
Pump Engines	9	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	/
c. 1000 GPM	2	Mutual Aid with:	
d. 1250 GPM	7	a. Midwest City	b. OKC
e. 1500 GPM	/	c. Little Axe	d. Purcell
Ladder Trucks	1	e. Slaughterville	f. Cedar Country
Elev.Platforms	1	g.	h.
Brush Pumpers	9	i.	
Tanker Trucks	1, 1500 Gal	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources: Extrication Equipment	
Crash-Fire Rescue(Yes/No)	Yes		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	Yes, 1		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community	Oklahoma City Fire Department		
Phone #	(405) 297-3314	Ambulances	/
Alternate #	(405) 297-3439	Trained EMTs	484
Fire Stations	35	First Responders	332
Base Stations	2	Sedans	50
Mobile Radios	225	Utility Trucks	6
Pagers	/	Pick-up Trucks	12
Hand-Held Radios	300	SCBAs/Spare Bottles	300/200
Paid Manpower	1032	Generators	25
Volunteers	0	Light Systems	100
Pump Engines	33	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	1
b. 750 GPM	/	Boats	4
c. 1000 GPM	/	Mutual Aid with:	
d. 1250 GPM	33	a. Midwest City	b.
e. 1500 GPM	/	c.	d.
Ladder Trucks	17	e.	f.
Elev.Platforms	4	g.	h.
Brush Pumpers	38	i.	j.
Tanker Trucks	5, 3000 Gal	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources:	
Crash-Fire Rescue(Yes/No)	Yes	Extrication Equipment	
Underwater Rescue(Yes/No)	No	Hazmat Unit	
Rescue Squads (Yes/No)	4		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community		Shawnee Fire Department	
Phone #	(405) 878-1671	Ambulances	/
Alternate #	273 4282	Trained EMTs	32 Basic, 7 Medic
Fire Stations	3	First Responders	3
Base Stations	3	Sedans	5
Mobile Radios	10	Utility Trucks	1
Pagers	Alpha Numeric 12	Pick-up Trucks	/
Hand-Held Radios	24	SCBAs/Spare Bottles	36/26
Paid Manpower	42	Generators	3
Volunteers	/	Light Systems	4
Pump Engines	3/1 Quint	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	1
c. 1000 GPM	1	Mutual Aid with:	
d. 1250 GPM	2	a. Midwest City	b.
e. 1500 GPM	1	c.	d.
Ladder Trucks	1 Quint	e.	f.
Elev.Platforms	/	g.	h.
Brush Pumpers	4	i.	j.
Tanker Trucks	/	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources: Extrication Equipment	
Crash-Fire Rescue(Yes/No)	Yes		
Underwater Rescue(Yes/No)	Yes		
Rescue Squads (Yes/No)	Yes, 1		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

Community		Spencer Fire Department	
Phone #	(405) 771-3623	Ambulances	/
Alternate #	(405) 771-3853	Trained EMTs	7
Fire Stations	1	First Responders	6
Base Stations	1	Sedans	1
Mobile Radios	7	Utility Trucks	/
Pagers	Voice 12	Pick-up Trucks	/
Hand-Held Radios	9	SCBAs/Spare Bottles	8/8
Paid Manpower	7	Generators	2
Volunteers	6	Light Systems	2
Pump Engines	2	Wreckers	/
a. 500 GPM	/	Gasoline Trucks	/
b. 750 GPM	/	Boats	/
c. 1000 GPM	/	Mutual Aid with:	
d. 1250 GPM	2	a. Midwest City	b.
e. 1500 GPM	/	c.	d.
Ladder Trucks	/	e.	f.
Elev.Platforms	/	g.	h.
Brush Pumpers	3	i.	j.
Tanker Trucks	1, 2000 Gal	k.	l.
Rescue Calls (Yes/No)	Yes	Other Resources: Extrication Equipment	
Crash-Fire Rescue(Yes/No)	No		
Underwater Rescue(Yes/No)	No		
Rescue Squads (Yes/No)	No		

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

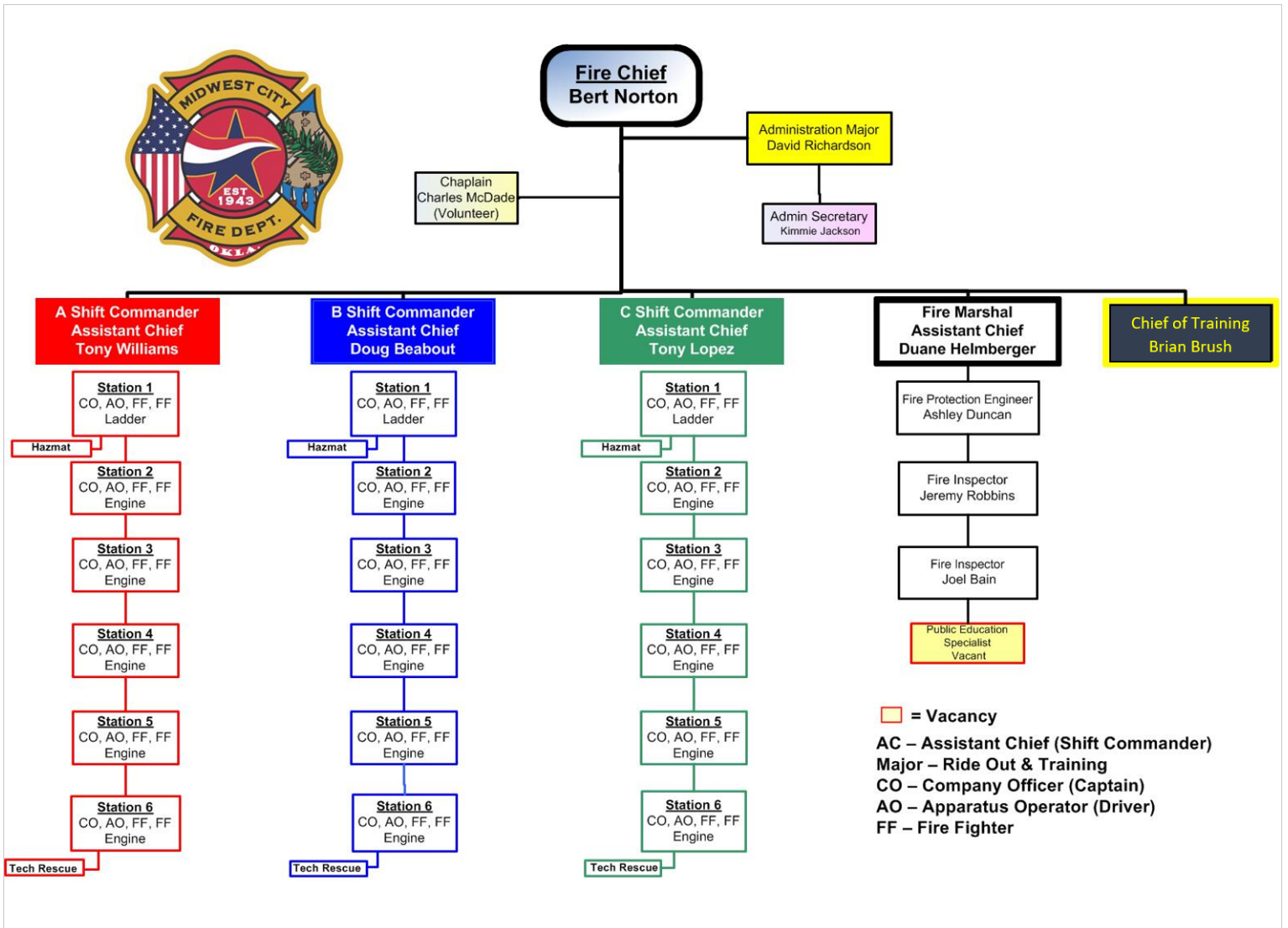
Community		Tinker Air Force Base Fire Department	
Phone #	(405) 734-7964	Ambulances	
Alternate #		Trained EMTs	
Fire Stations	INFORMATION	First Responders	
Base Stations	CAN NOT BE	Sedans	
Mobile Radios	RELEASED DUE TO	Utility Trucks	
Pagers	INTEREST IN	Pick-up Trucks	
Hand-Held Radios	NATIONAL	SCBAs/Spare Bottles	
Paid Manpower	SECURITY	Generators	
Volunteers		Light Systems	
Pump Engines		Wreckers	
a. 500 GPM		Gasoline Trucks	
b. 750 GPM		Boats	
c. 1000 GPM		Mutual Aid with:	
d. 1250 GPM		a.	b.
e. 1500 GPM		c.	d.
Ladder Trucks		e.	f.
Elev.Platforms		g.	h.
Brush Pumpers		i.	j.
Tanker Trucks		k.	l.
Rescue Calls (Yes/No)		Other Resources:	
Crash-Fire Rescue(Yes/No)			
Underwater Rescue(Yes/No)			
Rescue Squads (Yes/No)			

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 2

FIRE/RESCUE ORGANIZATIONAL CHART



ANNEX N

RESOURCE MANAGEMENT

I. PURPOSE.

This annex provides for the proper coordination of resources to respond effectively to an emergency. City resources will be the most available during an emergency and should be used accordingly; however, as resources become depleted, mutual aid resources, county, and state resources may be requested.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

It is the responsibility of local government to protect the lives and property of local citizens. Among the actions to be taken toward this end are the following: commit all resources necessary to protect lives or property and restore the community to normal. When all local resources have been expended, request assistance through the Oklahoma Department of Emergency Management. Emergency Managers (county/city/town) should maintain a Resource Management Manual that contains lists of local resources that can be used during an emergency.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

During any emergency, local government will coordinate essential resources to be used to restore essential services and aid disaster victims. The aim of this Resource Management Annex is to utilize available resources and trained personnel to carry out each required task effectively. One of the day-to-day functions of Emergency Management Director is to ensure that planning, identification, and training of all resources is accomplished prior to any emergency. Among the many resources needed during an emergency are the following:

A. Heavy Equipment.

1. Machinery for clearing debris.
2. Bulldozers.
3. Backhoes.

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4. Draglines.

5. Cranes.

B. Specialized Equipment.

1. Chain saws.

2. Fire fighting equipment.

3. Water pumps.

4. Rescue equipment.

5. Generators.

6. Portable Toilets.

C. Temporary Shelters.

1. American Red Cross Shelters.

2. Hotels and motels.

3. Public facilities.

a. Schools, colleges and universities.

b. Parks and recreation buildings.

c. Other government buildings.

4. Private facilities.

a. Churches.

b. Clubs and resorts.

c. Office buildings.

d. Stores.

ANNEX N

V. DIRECTION AND CONTROL.

The Resource Management Coordinator, under the direction of the Emergency Management Director, will be responsible for the acquisition, distribution, management, and coordination of resources and supplies. These Resources may be obtained by sources including Mutual Aid from organizations and nearby communities, as well as donations as discussed in Annex O. The Resources Management Manual(s) will be used to identify and list available sources from which needed resources can be obtained during emergencies. The Resource Management Coordinator will develop and maintain the Resources Management Manual for use during times of crisis. Routine checks of supplies and equipment availability will be made to ensure the manual is accurate.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

A. Communications.

The communication network required to obtain resources in times of emergency is a responsibility of the EOC Communications Officer, and must remain functional during an emergency.

B. Resources.

A copy of the City/County Resources Management Manual(s) will be maintained in the EOC for ready reference.

See Annex O for information concerning Donations Management.

C. Records.

The Resource Management Coordinator will keep records of any material, supplies, and equipment used from private sources during an emergency and forwards them to the City Clerk for settlement following the emergency, if required.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

See Section VIII, Basic Plan.

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IX. AUTHORITIES AND REFERENCES.

A. Authorities. See Section IX, Basic Plan.

B. References.

FEMA, State and Local Guide 100 (SLG 100); Guide for Increasing Local Government Civil Defense Readiness During Periods of International Crisis.
State Emergency Operations Plan, State of Oklahoma.
County Resources Management Manual.
County Commissioners Inventory Reports.

APPENDICES

APPENDIX 1 - Map - Equipment Yard and Staging Area Locations

APPENDIX 2 - Potential Staging Areas

APPENDIX 3 - Listing of Portable Restroom/Toilet Resources

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APPENDIX 1

STAGING AREA LOCATIONS

Primary Staging Area:

**Rose State College
6420 SE 15th
Midwest City, OK**

Secondary Staging Area:

**Cornerstone Family Church
9900 SE 15th
Midwest City, OK**

Tertiary Staging Area:

**Carl Albert High School
2009 S. Post Rd.
Midwest City, OK**

NOTE: A City resource inventory report is available from the Fleet Department.

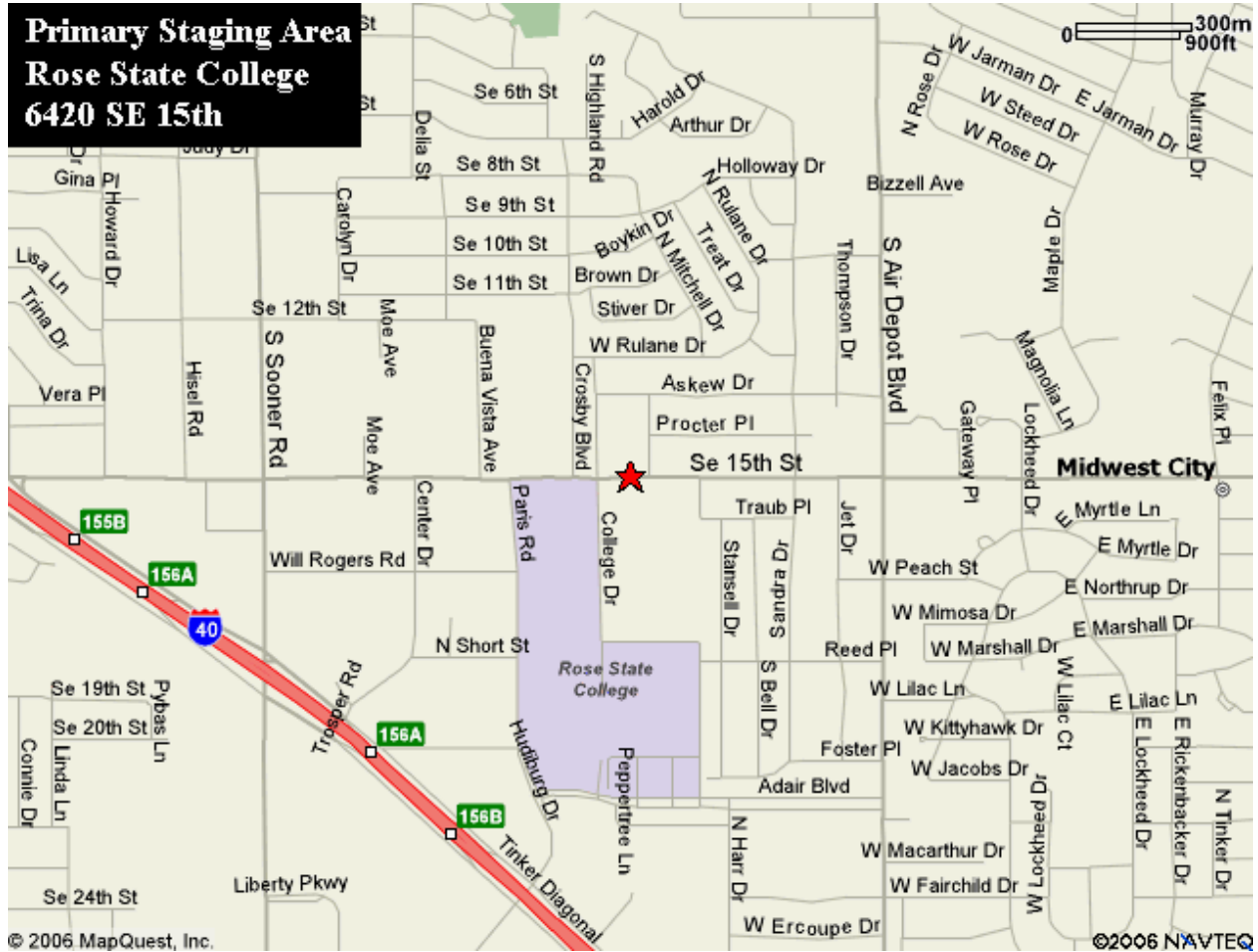
NOTE: A County Equipment inventory report is available from the County Commissioner's office at the courthouse.

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EXTRA PAGE

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PRIMARY STAGING AREA MAP



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SECONDARY STAGING AREA MAP



ANNEX N

TERTIARY STAGING AREA MAP



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APPENDIX 2

POTENTIAL STAGING AREAS

I. PURPOSE.

This Appendix provides the necessary information for locating Staging Areas (SA's) in Midwest City. The use of Staging Areas is an extension of the Incident Command System, and provides for the orderly reception and dispatch of emergency resources. Use of staging areas enhances the response phase of the comprehensive emergency management system during disasters. They can be used when dealing with disasters that are within the capabilities of county and city governments, as well as when receiving outside assistance from state and federal governments.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

A. General.

Both a primary and secondary staging area is identified for Midwest City.

B. Characteristics.

Staging Areas should be large enough to provide for the following:

1. Accommodate parking for all wheel vehicles.
2. Two access roads; entrance and exit.
3. Marked landing zone for rotary wing aircraft.
4. An administrative area for the Staging Area Coordinator, and his/her assistants to accomplish their tasks.
5. Have two types of communication available within the Staging Area.

IV. STAGING AREA LOCATIONS.

A. General.

Staging areas should be selected based upon their individual characteristics. Those of great importance are accessibility, available structures, communication

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equipment, and size. A primary site should be identified, as well as a secondary; however, alternate sites may be utilized as well when conditions deem necessary.

B. Locations.

1. Primary Staging Area.

**Rose State College
6420 SE 15th
Midwest City, OK**

2. Secondary Staging Area.

**Cornerstone Family Church
9900 SE 15th
Midwest City, OK**

3. Tertiary Staging Area.

**Carl Albert High School
2009 S. Post Rd.
Midwest City, OK**

4. Airports.

FAA INFORMATION EFFECTIVE 2016

Location Tinker Air Force Base

Location

FAA Identifier: TIK
Lat/Long: 35-24-53.1000N / 097-23-11.9000W
35-24.885000N / 097-23.198333W
35.4147500 / -97.3866389
(estimated)
Elevation: 1290.6 ft. / 393.4 m (surveyed)
Variation: 07E (1985)
From city: 8 miles SE of OKLAHOMA CITY, OK
Time zone: UTC -5 (UTC -6 during Standard Time)
Zip code: 73145
Airport Operations

Airport use: Private use. Permission required prior to landing
Activation date: 07/1943
Sectional chart: DALLAS-FT WORTH
Control tower: yes
ARTCC: FORT WORTH CENTER
FSS: MC ALESTER FLIGHT SERVICE STATION

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NOTAMs facility: MLC (NOTAM-D service available)
 Attendance: CONTINUOUS
 Pattern altitude: RECTANGULAR AND CLSD TFC PAT 3000' (INCL FTR/TRAINER ACFT), OVERHEAD TFC PAT O/R 3500'.
 Wind indicator: yes
 Segmented circle: no
 Lights: SS-SR
 Beacon: white-green (lighted land airport)
 Operates sunset to sunrise.
 Airport Communications

ATIS: 270.1
 TINKER GROUND: 121.8 275.8
 TINKER TOWER: 124.45 251.05
 OKE CITY APPROACH: 120.45(081-170) 124.2(001-080) 124.6(261-360) 126.65(171-260)
 OKE CITY DEPARTURE: 120.45(081-170) 124.2(001-080) 124.6(261-360) 126.65(171-260)
 CLEARANCE DELIVERY: 119.7 335.8
 507 ARW: 228.45
 AFMC FLT TEST: 382.6
 CLASS C: 120.45(081-170) 124.2(001-080) 126.65(171-260)
 CLASS C IC: 124.6(261-360)
 EMERG: 121.5 243.0
 PMSV: 261.025
 PTD: 134.1 372.2
 SFA: 354.125
 TIK COMD POST: 139.95 CALL RAYMOND 24 141.65 CALL RAYMOND 24 225.875 CALL RAYMOND 24 305.6 CALL RAYMOND 24
 TINKER ATOC: 119.15
 WX ASOS at OKC (11 nm W): PHONE [405-682-4871](tel:405-682-4871)
 WX AWOS-3 at OUN (11 nm S): 119.55 (405-325-7302)
 WX ASOS at PWA (15 nm NW): PHONE [405-495-7192](tel:405-495-7192)
 PMSV METRO: FCST SVC AVBL DUR AFLD OPR HR.
 AFMC FLT TEST: OC-ALC PDM INPUT ACFT CTC SABRE CONTROL 30 MIN PRIOR ARR.
 PMSV METRO - REMARKS: DSN 884-3196, C405-734-3196, ALTN WX LCTN DSN 884-3529, C405-734-3529.
 (ATIS PHONE NR) C405-734-5152.
 354.125 CTC OKE CITY APP.
 Nearby radio navigation aids

VOR radial/distance	VOR name	Freq	Var
IRWr066/11.4	WILL ROGERS VORTAC	114.10	07E
PWAr111/14.6	WILEY POST VOR/DME	113.40	08E
IFlr119/38.2	KINGFISHER VORTAC	114.70	09E

NDB name	Hdg/Dist	Freq	Var	ID
NORMAN	015/10.8	370	07E	OUN --- ..-
TULOO	101/11.2 406	07E	OK	--- ..-
MULDROW	336/24.4	512	06E	HMY -- --
PRAGUE	253/33.2 314	06E	GGU	-- -- .. --
TILGHMAN	230/33.4	396	06E	CQB -- -- -- --
SEMINOLE	278/35.9	278	06E	SRE ... -- .

Airport Services

Fuel available: 115 JET-B+
 Parking: hangars

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Airframe service: MAJOR
 Powerplant service: MAJOR
 Bottled oxygen: LOW
 Bulk oxygen: HIGH/LOW
 Runway Information

Runway 18/36

Dimensions: 11101 x 200 ft. / 3384 x 61 m
 Surface: PEM
 Weight bearing capacity:
 PCN 70 /R/B/W/T
 Single wheel: 100.0
 Double wheel: 150.0
 Double tandem: 360.0
 Dual double tandem: 837.0
 Runway edge lights: high intensity
 RUNWAY 18 RUNWAY 36
 Latitude: 35-25.740133N 35-23.910350N
 Longitude: 097-22.926017W 097-22.927900W
 Elevation: 1260.3 ft. 1290.6 ft.
 Gradient: 0.3% 0.3%
 Traffic pattern: left right
 Runway heading: 173 magnetic, 180 true 353 magnetic, 360 true
 Markings: precision, in good condition precision, in good condition
 Visual slope indicator: 4-light PAPI on left (2.80 degrees glide path) 4-light PAPI on left (2.60 degrees glide path)
 RVR equipment: touchdown touchdown
 Approach lights: SALSF ALSF1: standard 2,400 foot high intensity approach lighting system with centerline sequenced flashers (category I)
 Runway end identifier lights: no no
 Touchdown point: yes, no lights yes, no lights
 Instrument approach: ILS ILS
 Runway 13/31

Dimensions: 10000 x 200 ft. / 3048 x 61 m
 Surface: PEM
 Weight bearing capacity:
 PCN 57 /R/B/W/T
 Single wheel: 100.0
 Double wheel: 150.0
 Double tandem: 360.0
 Dual double tandem: 837.0
 Runway edge lights: high intensity
 RUNWAY 13 RUNWAY 31
 Latitude: 35-25.491183N 35-24.408800N
 Longitude: 097-24.258450W 097-22.739717W
 Elevation: 1227.2 ft. 1276.4 ft.
 Gradient: 0.4% 0.4%
 Traffic pattern: right left
 Runway heading: 124 magnetic, 131 true 304 magnetic, 311 true
 Markings: NSTD, in good condition NSTD, in good condition
 Visual slope indicator: 4-light PAPI on left (2.80 degrees glide path) 4-light PAPI on left (3.00 degrees glide path)
 Approach lights: SALS SALS

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Touchdown point: yes, no lights yes, no lights
Instrument approach: LOCALIZER LOCALIZER
Airport Ownership and Management from official FAA records

Ownership: U.S. Air Force
Owner: U.S. AIR FORCE
2854TH AIR BASE GP(AFLC)
TINKER AFB,OK.CITY, OK 73145
Manager: CHIEF AIRFIELD MANAGEMENT
2854TH AIR BASE GP(AFLC)
TINKER AFB OK. CITY, OK 73145
Phone [405-732-1110](tel:405-732-1110)
Airport Operational Statistics

Aircraft operations: avg 200/day
100% military
Additional Remarks

- NS ABTMT: PRACTICE CIR APCH TO RWY 18 PROH. NGT QUIET HR IN EFF 0500-1200Z++, PRACTICE APCH ARE RSTD.
- TFC PAT: USE 124.45 WHILE IN TFC PAT, MNT 251.05 TO MAX EXTENT POSSIBLE.
- SERVICE-LGT: ALS RWY 18 NSTD FOR CAT I ILS. ALS RWY 13-31 NSTD.
- RSTD: ALL B1 ACFT CTC PTD 30 MIN PRIOR TO ARR/DEP.
- RSTD: NO 180 DEG TURNS ON APCH END RWY 13 EXC B52/B1/E3/KC135/E6 ACFT IN CONC PORTION OF 1ST 500'.
- RSTD: PPR TRAN ACFT. NO TRAN ACFT ARR/DEP 0530-1400Z++.
- CAUTION: UNLGTD BLDGS NW, W, SW AND E OF RWY 18-36.
- JASU: 1(MC-1A) 1(MC-2A) 10(A/M32A-86) 6(AM32A-95) 8(AM32A-60).
- CAUTION: EXER CAUTION WHILE TAXIING PORTION OF RAMP NOT VIS FR TWR. HOLD SHORT OF RAMP FOR INDIVIDUAL ACFT FLW-ME ASSISTANCE.
- FLUID: PRESAIR LHOX LOX LHNIT.
- OIL: 7808, 23699 HYD FLUID-5606, 83282 SOAP-RESULTS AVBL 1345-1730Z++, 1830-0600Z++ WKD EXC HOL, RESULTS NOT AVBL OT.
- TRAN ALERT: OPR 1400-0530Z++. LTD FLEET SVC (LAVATORY AND WATER ONLY).
- RSTD: NOTIFY BASE OPS OF 1 HR OR MORE ETA CHG AND PPR CANCELLATIONS.
- MISC: VIP ACFT CTC BASE OPS 30 MIN PRIOR TO ETA WITH FIRM CHOCK TIME. BASE OPS DSN 884-2191, C405-734-2191.
- MISC: RWY 18-36 APCH ENDS 1000' CONCRETE, REMAINING RWY KEEL 75' CONCRETE, NON-KEEL ASPHALT; MID 8100' RWY GROOVED.
- MISC: HGR SPACE FOR TRAN ACFT DUR INCLEMENT WX EXTREMELY LTD.
- MISC: TRAN SVC FOR B52, B1, C5, C17, C130, C135, AND DC10 EXTREMELY LTD, ACFT SHOULD HAVE CREW CHIEF ON BOARD.
- SEE FLIP AP/1 SUPPLEMENTARY ARPT RMK.
- CAUTION: UNLGTD SECURITY FENCES SURROUND AIRFIELD.
- MISC: RWY 13 APCH END 1000' CONC; RWY 31 APCH END 1000' CONC; REMAINING RWY KEEL 50' CONC; NON-KEEL ASPHALT.
- CSTMS/AG/IMG: SEE FCG KTIK ENTRY.
- MISC: TWY C NSTD SHOULDERS BTN TRIM PAD AND RWY 13-31. TWY A CLSD E SIDE RWY 18-36.
- MISC: TWY M CLSD.
- MISC: AIR TERMINAL SVC (ATOC) AND CONTINGENCY/DEPLOYMENT OPNS AVBL 1300-0100Z++DLY. ACFT WITH LOADING/OFFLOADING REQ OUTSIDE PUBL TIMES CTC DSN 339-3189, C405-739-3189 OR DSN 884-2751, C405-734-2751.
- SERVICE-FUEL: A++.
- RSTD: TRAN ACFT MAY EXP ONLY ONE APCH DUR PERIODS OF INTS LCL TRNG.
- CAUTION: N/S VFR CORRIDOR SFC - 3000' 1 NM OFF DEP END RWY 31.

ANNEX N

Instrument Procedures

NOTE: All procedures below are presented as PDF files. If you need a reader for these files, you should download the free Adobe Reader.

NOT FOR NAVIGATION. Please procure official charts for flight.

FAA instrument procedures published for use between 18 September 2014 at 0901Z and 16 October 2014 at 0900Z.

STARs - Standard Terminal Arrivals

BASTS ONE (RNAV)	download
CCASH ONE (RNAV)	download
DAWKS ONE (RNAV)	download
FAKEY ONE (RNAV)	download
GULLI ONE	2 pages: [1] [2]
JUDDG ONE (RNAV)	download
WAYMN ONE (RNAV)	download

IAPs - Instrument Approach Procedures

HI-ILS OR LOC/DME RWY 18	download
HI-ILS OR LOC/DME RWY 36	download
ILS OR LOC/DME RWY 18	download
ILS OR LOC/DME RWY 36	download
RNAV (GPS) RWY 18	download
RNAV (GPS) RWY 36	download
LOC/DME RWY 31	download
LOC RWY 13	download
VOR/DME RWY 13	download
HI-TACAN RWY 18	download
HI-TACAN RWY 36	download
TACAN RWY 18	download
TACAN RWY 36	download
Radar Approach Procedures available	download (35KB)
NOTE: Special Take-Off Minimums/Departure Procedures apply **CHANGED**	download

Other nearby airports with instrument procedures:

KOKC - Will Rogers World Airport (11 nm W)
KOUN - University of Oklahoma Westheimer Airport (11 nm S)
KPWA - Wiley Post Airport (15 nm NW)
1K4 - David Jay Perry Airport (16 nm S)
KHSD - Sundance Airpark (19 nm NW)

REMARKS:

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APPENDIX 3

LISTING OF PORTABLE RESTROOM/TOILET RESOURCES

All American Waste Control
(405) 745-4141 7540 SW 59th St
Oklahoma City, OK

Jim's Portable Toilet Svc
(405) 275-5161
Shawnee, OK

Caddo Chemical Can Co
(405) 236-4431 2232 NE 4th St
Oklahoma City, OK

Jonny On The Spot
(405) 232-1889 2232 NE 4th St
Oklahoma City, OK

Chem-Can Services Inc
(405) 232-1889 2232 NE 4th St
Oklahoma City, OK

San-O-Let Portable Toilets
(405) 232-1889 2232 NE 4th St
Oklahoma City, OK

Crossland's A & A Rent-All Co
(405) 632-3393 716 SE 29th St
Oklahoma City, OK

Silverleaf Systems Inc
(405) 773-0500 15 NE 47th St
Oklahoma City, OK

Crossland's A & A Rent-All Co
(405) 737-5293 4128 S Douglas Blvd
Oklahoma City, OK

Waste Management Inc
(405) 949-2121 5600 NW 4th St
Oklahoma City, OK

Crossland's A & A Rent-All Co
(405) 946-0275 1430 N Portland Ave
Oklahoma City, OK

ANNEX O

DONATIONS/VOLUNTEER MANAGEMENT

I. PURPOSE.

- A. The purpose of this annex is to define the organization, operational concept, responsibilities, and procedures to facilitate large scale emergency donations/volunteer management requirements.
- B. Donations management includes all undesignated in-kind donations, volunteers, donated services, contributions, and funding. This annex provides procedures for the coordination, acceptance, control, receipt, storage, distribution, and disposal of donation management responsibilities.
- C. This annex is applicable to all agencies, organizations, and personnel with donations management support function responsibilities.
- D. This annex outlines a donation management coordination program for Midwest City which can be implemented once it is determined that the emergency situation or disaster is of such magnitude, or is receiving high media attention, that donations management is needed.

II. SITUATION AND ASSUMPTIONS.

A. Situation.

Certain agencies have established systems of accepting, warehousing and distributing donated goods, funds and use of volunteer management systems. There are occasions when similar services are needed during emergency situations. The coordination of donated goods, funds, and use of volunteer management systems are essential to responding to the emergency, as well as recovering from the emergency to provide feeding, congregate sheltering, emergency first aid, coordinating emergency volunteer response, and other recovery operations during emergency conditions.

B. Assumptions.

- 1. Lack of an organized management system for donations and volunteers will result in chaos, and detract from an otherwise effective disaster response. Without controls, large amounts of unsolicited, unusable donations and volunteers will be sent to the disaster area.
- 2. The Director of Emergency Management will be the lead for donation management, and coordination of city resources. The EM or appointed individual will work with applicable government support and volunteer agencies (VOAD) who will form the Donations Coordination Teams (DCTs).

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3. The DCT will coordinate with the Public Information Officer for the timely release of information to the public regarding the needs of victims, agencies involved in disaster relief, acceptable donations, volunteers, and readily available points of contact to ensure appropriate and essential donations management.
4. The donation of money is the most desirable form of assistance. Monetary donations require little manpower to process, as they can be used directly to relieve suffering, buy needed disaster items, and assist the recovery of the affected economy.
5. This management system applies to those undesignated financial donations, in-kind goods, and volunteers that are offered due to the declared local, state, or federal emergencies and disasters.

III. CONCEPT OF OPERATIONS.

A. General

1. Providing the expedient, effective delivery of donated goods, services, and volunteers in order to meet the needs of the affected area, is of primary importance for all response and recovery operations. In all probability, the outpour of goods and services will exceed the needs of local agencies and government. Due to this inequity, a DCT comprised of voluntary agencies (VOAD), and local agencies, will be activated to facilitate the delivery of donations based on assessed needs.
2. The distribution of volunteers and donations will necessitate cooperation with other emergency support operations. Close coordination between relief center(s), staging areas, Emergency Operation Centers, and federal organizations and agencies will be essential for the Donation Coordination Team.
3. The Donations Management Officer will establish and staff with volunteers a 1-800 hotline, and phone bank to receive calls of all donations of goods, services, and volunteers. These calls will be distributed through the Donations Coordination Team to ensure proper and expedient use of donations and volunteers.
4. Recovery activities will be the primary focus of most volunteer agencies. The team leader must assure close coordination between all groups within the Donations Coordination Team. The Coordination Group's role will be critical in matching goods, services, and volunteers to needs.

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B. Donations Coordination Team Development.

1. This development requires the involvement of as many volunteer groups and social services agencies as possible. Volunteer Agencies Active in Disaster (VOADs) with national affiliations will be the primary contact groups. The FEMA Regional Volunteer Agency Coordinator and the FEMA Donations Coordinator will be included in the planning and organizational efforts in order to lend expertise, and assure interface with the Federal relief programs and the Federal Response Plan. Regular meetings during an activation period and specific tasking of a variety of agencies will assure continuity and active participation. Membership of this team may include a representative from the following agencies:
 - a. Adventist Community Service.
 - b. American Red Cross.
 - c. The Salvation Army.
 - d. Church of the Brethren.
 - e. Feed the Children.
 - f. FEMA Regional Donations Coordinator.
 - g. FEMA Regional VOLAG Coordinator.
 - h. Food Banks.
 - i. Governor's Office.
 - j. Interfaith Groups through Church World Services (CWS).
 - k. Mennonite Disaster Services.
 - l. National Catholic Disaster Relief Committee.
 - m. National Guard.
 - n. Southern Baptist Disaster Relief.
 - o. State Transportation Officials.
 - p. Other Disaster Relief Agencies as indicated.
2. The Donation Coordination Team will activate upon direction of the Policy Group within the Emergency Operations Center (EOC), or at the direction of the EM.
3. The Donation Coordination Team will participate in the identification of the roles and responsibilities of the members, and other participating agencies. The team may consist of five components: Team Leader, Donations Group, Needs Group, Coordination Group, and Support Group.
4. Establishment and staffing of a 1-800-Hotline and phone bank within the Emergency Operations Center, or other area to receive calls of all donations of goods and services. Adequate personnel, phones, and space will be established.

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5. Establish a standard operational policy regarding donations issues.

The Executive Group will produce the first draft of policy. Agencies involved in donation issues should participate in evaluation and monitoring of the policies. As cash donations are preferred, all agencies should agree on how solicitation of donations will be handled. Upon agreement, this procedure will be incorporated into policy.
6. Establish a system to handle unsolicited goods and services;
7. Establish a computer database to track the donations and to interface with the EOC, the on-site donations team and the National Disaster Information System (NDIS);
8. Establish a coordinated system with the PIO to ensure timely and appropriate dissemination of public information. Media statements must be coordinated and non-conflicting;
9. Identify warehouse spaces available for donated goods. Secure agreements, if necessary, to use this space during disasters.
10. Identify staging areas (reception centers) for collection of donations in key areas Statewide. Identify staffing and management of these centers;
11. Develop policies and procedures for approval of shipments, delivery, and distribution.
12. Develop a training program for all individuals on the Donations Coordination Team. Training should include EOC operations, policies, and procedures relating to the volunteer service and donations program. Recognizing that members of the DCT will come in contact with thousands of citizens, and private and government agencies, it is extremely important that team members be knowledgeable and competent.
13. Require an information update annually from all participating agencies to maintain essential information for the plan. Such updates might be in the form of an agreement between each VOAD agency and the city identifying their role and responsibilities in the DCT.
14. Exercise the Donations Annex during the exercise.
15. Be in compliance with risk management laws and ensure that volunteers are covered for worker's compensation and liability.

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

ANNEX O

A. Roles and Responsibilities.

1. Donation Coordination Team Leader.

- a. The team leader will be the Donations Management Officer, and will serve as the liaison to the EOC, as well as the Resource Management Group from the Donations Coordination Team. During the activation of the EOC, the team leader will serve as the liaison to the EOC from the Donations Coordination Team. Following EOC deactivation, the team leader will continue to coordinate the Donations Coordination Team.
- b. The team leader will have a clear understanding of Federal, State, and local individual and public assistance programs to ensure an appropriate interface with private resources.

2. Donation Coordination Team.

- a. The DCT will consist of four units: the Hotline, Donations, Services, and Cash Donations.
- b. The Needs Group must obtain an active needs survey coordinated through the EOC in all stricken areas and identify, as well as coordinate the multiple agencies in those areas to ensure that all needs are identified.
- c. Care will be taken to ensure that donated goods do not undermine local economies seeking to recover.
- d. The DCT will prepare an after-action report identifying strengths and weaknesses in the team's performance. This report should reflect not only items of concern to team members but also issues concerning the EOC and the DFO.
- e. On-going training will be provided to all team members and associated agencies in order to continually address changes in the plan, lessons learned, and other issues relating to updates, orientation, and organizational structure adjustments.

3. Support Group.

- a. The Support Group will be members of the DCT, and will provide or coordinate all logistic, technical, administrative, and security assistance for the DCT, the staging areas, the distribution centers, and the ports of entry.

4. Additional Roles and Responsibilities.

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The following lists the roles and responsibilities of other functionaries in the donations management system, in addition to the roles and responsibilities of the DCT. These functionaries include:

- a. **Donor** - The extent to which the donor role is understood by the donor is a measure of how successfully emergency management disseminates public awareness information to the public.
- b. **Voluntary Agency** – VOAD’s bringing in donated goods or accepting donations are responsible for accepting only donations needed; off-loading, sorting, repackaging, storing, and distributing any donations accepted by the VOAD; sorting and packaging of the donated goods; securing warehouses and distribution centers; participate in the DCT.
- c. **Local Government** - Local government's role, based on available resources, is to assist the VOAD’s in reporting the needs to the DCT; assist with security at local distribution centers; communicate with community-level initiatives; and inform DCT of donations problems in the field.

ANNEX P
DAMAGE ASSESSMENT

I. PURPOSE.

This annex provides guidelines for the assessment of damage resulting from disasters that may occur within the community.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

Disaster intelligence is a tool for action and involves the complete cycle in which information about an event is collected, processed, evaluated, and disseminated to those who need it. This is a key process in caring for the short and long-term disaster needs of the people in the community. Damage assessment, which is an element of disaster intelligence, is an appraisal or determination of the actual effects on human, economic and natural resources resulting from an emergency or disaster. Delayed assessments may cause hardship as well as erode confidence in the ability of the community to react in time of emergency. Although a rapid preliminary assessment is desirable and should be reported to the State EOC as soon as possible, a more accurate assessment should be compiled as soon as weather and other local conditions permit. Trained observers should be used to assess actual damage.

IV. TASK ORGANIZATIONS AND RESPONSIBILITIES.

A. General.

Disaster intelligence and damage assessment are two functions that must be properly conducted in order to properly respond to and recover from an emergency or disaster.

B. Task Assignment and Responsibility.

1. The Executive Group.

Responsible for directing and controlling emergency functions, both public and private, in disaster relief operations.

2. The Emergency Management Director responsibilities.

a. The Emergency Management Director should be located in the EOC and will be responsible to the Executive Group for overseeing all disaster intelligence and damage assessment activities.

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- b. Using information received from the Damage Assessment coordinator, advise the Policy Group on resource shortfalls, and coordinate with volunteer groups, surrounding jurisdictions, and the State EOC to obtain additional resources needed by the community.
 - c. Insure that all information and Structural Damage Assessment reports (Appendix 1, Tab A) are completed and summarized on the Structural Damage Assessment Summary Worksheet (Appendix 1, Tab B) which will be forwarded to the Oklahoma Department of Emergency Management (OEM) as soon as they become available.
 - d. Insure that coordination is made with OEM and the Federal Emergency Management Agency (FEMA) in scheduling and conducting joint preliminary damage assessments if the joint surveys are required. This coordination will be made through OEM.
3. The Damage Assessment Coordinator.
- a. It is recommended that the Damage Assessment Coordinator be located in the EOC and be responsible to the Emergency Management Director for the operation of damage assessment teams and for receiving and compiling all damage reports.
 - b. Activate the teams to assess damage to public and private property; assign teams to the areas which are to be surveyed; and, coordinate the surveys with other groups.
 - c. Compile all damage assessment team reports and reports from other sources, such as the American Red Cross. Provide this information to the Emergency Management Director, (See Appendix 1).
 - d. Assist the Emergency Management Director in establishing the recommended sequence of repairs and priorities for restoration of facilities by the appropriate service organizations.
4. Damage Assessment Teams.
- a. The Damage Assessment teams, each of which should consist of a minimum of three individuals, a team leader/recorder, an observer and a driver, are responsible for particular areas as designated by the Damage Assessment Coordinator.
 - b. Damage Assessment Teams may consist of individuals from multiple jurisdictions and organizations, utilizing many different modes of transportation and expertise. Both air and ground assessment may be required to facilitate an accurate summary of the damage.
 - c. Response activities when a disaster occurs are as follows:

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- (1) Damage Assessment Teams report to EOC for assignment instructions.
- (2) Damage Assessment Teams record damage information, plot locations on maps, and take pictures if the situation permits. NOTE: Team members must not interfere with First Responder personnel.
- (3) Teams return the information they collect to the Damage Assessment Officer at the EOC and receive further instructions.
- (4) The Damage Assessment Officer compiles all information received from the teams and presents to the Executive Group as quickly as possible.

5. The American Red Cross (ARC).

- a. The American Red Cross, by ARC Regulation 3029, is required to submit a preliminary damage assessment survey of homes to the operations headquarters of the jurisdiction involved in a disaster within 24 hours and submit a detailed damage assessment within 72 hours.
- b. A copy of the Red Cross damage survey information is provided to the State EOC.

6. Coroner/Medical Examiner

- a. Establish a system to identify and record casualties of the incident.
- b. Establish an area to house and store casualties (Morgue).
- c. Perform required measures to preserve the deceased and identify cause of death.

V. DIRECTION AND CONTROL.

See Section V, Basic Plan.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

A. Reports and Records.

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1. Damage assessment report forms will be forwarded to OEM.
2. See Appendix 1 for Damage Report Forms.
3. Sufficient records will have to be maintained to document all costs to the community caused by the disaster.

B. Individual Relief Assistance

All individual disaster assistance provided by the government will be administered with policies set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

C. Public Relief Assistance

All public relief disaster assistance provided by the government will be administered with policies set forth by OEM and those Federal agencies providing such assistance.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

See Section VIII, Basic Plan.

IX. AUTHORITIES AND REFERENCE.

- A. See Section IX, Basic Plan.
- B. Oklahoma Department of Emergency Management Publication: Local Government Guide To Disaster Response Operations.
- C. Oklahoma Department of Emergency Management Publication: Documenting Disaster Damage for Public Assistance.

APPENDICES

Appendix 1 - Damage Assessment for Recovery Operations

Tab A - Structural Damage Assessment Form (OEM Form DA-1)

Tab B - Structural Damage Assessment Summary Worksheet (OEM Form DA-2)

Tab C - Infrastructure Damage Assessment Form Assistance, (OEM Form DA-3)

Tab D - Support Documentation For Business Injury (OEM Form DA-4)

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APPENDIX 1
DAMAGE ASSESSMENT FOR RECOVERY OPERATIONS

I. PURPOSE.

This appendix provides guidelines for conducting on going damage assessment and reporting operations following a disaster for the purpose of restoring the community to its pre-disaster condition and obtaining assistance from the State and/or Federal Government.

II. SITUATION AND ASSUMPTIONS.

A. Situation.

1. When a disaster/emergency occurs that is of such severity and magnitude that effective response is beyond the capabilities of the affected local government the jurisdiction can request assistance from the County, State, and/or Federal government.
2. OEM is the point of contact at the State level of government for communities that need assistance during emergencies or disasters.
3. In order to determine if state and/or federal recovery assistance can be made available, it is imperative that the local community/jurisdiction provide accurate and timely damage assessment information to OEM on a continuing basis, following a disaster.

B. Assumptions.

1. Midwest City will develop and train damage assessment teams.
2. Midwest City will request State and Federal assistance through OEM, and provide copies of their damage assessment reports as a part of their requests.
3. OEM will provide an orderly and continuing means of assistance by the State government to local governments in carrying out their responsibility to alleviate the suffering and damage that results from major disasters and emergencies.

III. INDIVIDUAL ASSISTANCE RECOVERY OPERATIONS:

A. General.

1. The Structural Damage Assessment Form, OEM Form DA-1, will be used to record damage information collected by the Structural Damage Assessment Teams. These forms, the results of the survey, will be summarized by the Damage Assessment Coordinator on the Structural

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Damage Assessment Summary Worksheet (OEM Form DA-2) that should be provided to OEM as soon as possible.

2. Following the initial structural damage survey that is completed shortly after the occurrence of a disaster, the damage assessment teams should conduct a Comprehensive Structural Damage Assessment Survey to get more detailed information of the type and severity of the damages as well as accurate insurance information again using OEM Form DA-1.
3. Copies of these updated assessment forms should be forwarded to the state office as soon as they are completed.
4. OEM will contact the Executive Group to schedule joint damage surveys if they are required.
5. Following the joint damage surveys and if a Presidential disaster declaration for individual assistance is declared, the State office will coordinate with the local jurisdiction to establish a disaster assistance center or recovery service center, and continue to work with the local government during the assistance process.

B. Information Required By The State.

1. A Declaration of a State of Emergency (See Annex A, Appendix 4, Tab E for example) signed by the Chief Elected Official(s). Note: Damage Assessment Reports are used to determine if damage is sufficient to warrant a declaration of emergency.
2. Copies of all Structural Damage Assessment Reports.
3. A map of the community, marked to show the most serious areas, then the major damaged areas, and areas which received minor damage.
4. Any requests for assistance should be documented in writing.

IV. PUBLIC ASSISTANCE RECOVERY OPERATIONS.

A. General.

1. The Infrastructure Damage Assessment Form (OEM Form DA-3), which is used for consolidating and reporting public sector damage (infrastructure) information (See Tab C) is the same form that will be used by the State in determining the need for setting up joint federal/state/local preliminary damage assessments.
2. Following the initial public property damage surveys, the damage assessment officer should continue to work with local department heads to

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get more detailed information of the type and severity of the damages that occurred to the public sector, as well as accurate insurance information.

3. As this updated information becomes available it should be forwarded to OEM either by FAX, phone or WebEOC.
4. The OEM will contact the local jurisdiction to schedule joint damage surveys if they are required for either public assistance or individual assistance.
5. Following the joint damage surveys, and if a Presidential disaster declaration for public assistance, (or a Gubernatorial declaration for public assistance) is declared, the State office will set up applicant briefings to begin the public assistance process.

B. Information Required By The State.

1. A Declaration of a State of Emergency (See Annex A, Appendix 4, Tab E for example) signed by the Chief Elected Official. Note: Damage Assessment Reports are used to determine if damage is sufficient to warrant a declaration of emergency.
2. A copy of the Notice of Interest Form, or a phone call that provides the same type of information.
3. Requests for specific assistance may be made telephonically, by radio, FAX or E-Mail.

V. BUSINESS AND INDUSTRY ECONOMIC INJURY.

A. General.

1. The Supporting Documentation for Business and Industry (OEM DA-4) will be used to record information collected relating to economic loss to business and industry.
2. While the comprehensive structural damage assessment survey is being completed, information should be collected on damage to business and industry. This information will form the basis for a request to the Small Business Administration for a disaster declaration.
3. Copies of the OEM Form DA-4 should be forwarded to the state office as soon as they are completed.

B. Information Required By The State.

1. A Declaration of a State of Emergency (See Annex A, Appendix 4, Tab E for example) signed by the Chief Elected Official. Note: Damage

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Assessment Reports are used to determine if damage is sufficient to warrant a declaration of emergency.

2. A copy of the Notice of Interest Form, or a phone call that provides the same type of information.
3. Requests for specific assistance may be made telephonically, by radio, FAX or E-Mail.

TABS (refer to OEM Handouts)

Tab A - Structural Damage Assessment Form (OEM Form DA-1)

Tab B - Structural Damage Assessment Summary Worksheet (OEM Form DA-2)

Tab C - Infrastructure Damage Assessment Form Assistance, (OEM Form DA-3)

Tab D - Support Documentation For Business Injury (OEM Form DA-4)

Tab E – Notice of Interest (NOI) For Public Assistance

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Structural Damage Assessment

State of Oklahoma • Department of Emergency Management

Telephone (405) 521-2481 • FAX (405) 521-4053

Type of Event:	Date of event:	Date of Assessment:	Assessment Team Members:										
	Time of event:	Time of Assessment:											
City: _____ County: _____													
Street Location/Other: _____													
Street Number	Damage Level				Primary Residence				Insurance			Notes	
	Affected	Minor	Major	Destroyed	Yes	No	Own	Rent	F	P	N		
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
S					USE THE CODES TO COMPLETE THIS FORM								
M					S - Single Family Dwelling	Type of Insurance							
A					M - Mobile Home	F - National Flood Insurance							
P					A - Apartment Building (number of units)	P - Property & Casualty Insurance							
B					P - Public Building (Specify in notes, Church, School, Hospital, Etc.)	N - No Insurance							
Category Total					B - Businesses								
Page Total					PLEASE USE BLACK BALLPOINT PEN • PLEASE PRINT LEGIBLY								

ANNEX P
DAMAGE LEVEL

Affected. This category includes dwellings with some damage to structure and contents but which are habitable without repairs.

Minor. Minor damaged encompasses a wide range of damage and is generally the most common type of damage. Minor damage exists when the home is damaged and uninhabitable, but may be made habitable in a short period of time with home repairs. Some of the items that determine minor damage are listed below:

- Can be repaired within 30 days.
- Has less than 50% damage to structure.

Major. Major damage is when the home has sustained structural or significant damages, is uninhabitable and requires extensive repairs. Any one of the following may constitute major damage.

- Substantial failures to structural elements of the residence (e.g., walls, floors, foundation, etc.).
- Has more than 50% damage to structure.
- Damage that will take more than 30 days to repair.

Destroyed. Destroyed means the structure is a total loss or damaged to such an extent that repairs are not economically feasible. Any one of the following may constitute a status of destroyed:

- Structure is not economically feasible to repair.
- Structure is permanently uninhabitable
- Complete failure of major structural components (e.g., collapse of basement walls/foundation, walls, or roof).
- An unaffected structure that will require removal or demolition (e.g., beachfront homes that will be removed due to local ordinance violations as a result of beach erosion, other issues that cause a permanent state of imminent danger, such as mudslides, etc.).



Structural Damage Assessment Summary Worksheet

State of Oklahoma • Department of Emergency Management
Telephone (405) 521-2481 • FAX (405) 521-4053

JURISDICTION:	DATE:	TIME:	SUBMITTED BY:					
<small>IMPORTANT NOTE: DO NOT include outbuildings - such as barns, equipment, storage sheds, poles, barns, gazebos, fences, and/or similar structures.</small>			<small>DATA SOURCE (EMD, DA, ARC OTHER) - SPECIFY</small>					
<small>LEGEND: EMD-EMERGENCY MANAGEMENT DIRECTOR DA - DAMAGE ASSESSMENT ARC - AMERICAN RED CROSS INSTRUCTIONS: COMPLETE THIS FORM USING THE CUMMULATIVE TOTAL OF ALL ODEM FORM DA-1's FOR YOUR PARTICULAR DISASTER</small>								
TYPE STRUCTURE:	Affected:	Minor:	Major:	Destroyed:	Occupant Profile			
					Ins	No Ins	Own	Rent
SINGLE FAMILY HOMES - S								
MOBILE HOMES - M								
APARTMENTS AND OTHER MULTI-FAMILY UNITS - A								
BUSINESSES - B								
PUBLIC BUILDINGS - P								
TOTAL								

p12

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SHEET _____ OF _____ SHEETS

Oklahoma Department of Emergency Management INFRASTRUCTURE DAMAGE ASSESSMENT (PART 1)					DATE
PART I - APPLICANT INFORMATION					
COUNTY		NAME OF APPLICANT		NAME OF LOCAL CONTACT	
POPULATION		TOTAL BUDGET Approved \$ _____ Balance \$ _____		MAINTENANCE BUDGET Approved \$ _____ Balance \$ _____	
PART II — COST ESTIMATE - SUMMARY (COMPLETE SITE ESTIMATE BEFORE SUMMARIZING BELOW)					
CATE- GORY	NO. OF SITES	TYPES OF DAMAGE	COST ESTIMATE	POTENTIAL LOCAL FUNDS FOR RECOVERY	
				FUND/ACCOUNT	AVAILABLE BALANCE
A		Debris Removal			
B		Protective Measures			
C		Roads & Bridges			
D		Water Control Facilities			
E		Public Buildings			
F		Public Utilities			
G		Recreational or Other			
			TOTAL		TOTAL
PART III- DISASTER IMPACTS (USE SEPARATE SHEETS IF NECESSARY)					
A. GENERAL IMPACT:					
1. Identify and describe damages which constitute a health and/or safety hazard to the general public.					
2. Population adversely affected directly or indirectly by the loss of public facilities or damages.					
3. What economic activities are adversely affected by the loss of public facilities or damages?					
B. RESPONSE CAPABILITY: Can the applicant respond and recover from the damages quickly and without degradation of public services? Describe.					
C. IMPACT ON PUBLIC SERVICES IF DECLARATION IS NOT MADE: e.g., Deferral of permanent repairs, impact on ongoing services and capital improvements, etc. Describe.					
NAME OF INSPECTOR			AGENCY		PHONE NO.

OEM Form DA 3 Part 1

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OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT INFRASTRUCTURE DAMAGE ASSESSMENT - SITE ESTIMATE (PART 2)			DATE _____	
PART I APPLICANT INFORMATION				
COUNTY		NAME OF APPLICANT		PHONE NO.
		NAME OF LOCAL CONTACT		
PART II SITE INFORMATION				
KEY FOR DAMAGE CATEGORY (Use appropriate letters in the "category" blocks below)				
a. DEBRIS REMOVAL		d. WATER CONTROL FACILITIES		g. OTHER (Parks, Recreational Facilities, Etc.)
b. PROTECTIVE MEASURES		e. PUBLIC BUILDINGS		
c. ROADS AND BRIDGES		f. PUBLIC UTILITIES		
SITE NO.	CATE-GORY	LOCATION (Use map location, address, etc.)		
DESCRIPTION OF DAMAGE				
IMPACT:			% COMPLETE	COST ESTIMATE
SITE NO.	CATE-GORY	LOCATION (Use map location, address, etc.)		
DESCRIPTION OF DAMAGE				
IMPACT:			% COMPLETE	COST ESTIMATE
SITE NO.	CATE-GORY	LOCATION (Use map location, address, etc.)		
DESCRIPTION OF DAMAGE				
IMPACT:			% COMPLETE	COST ESTIMATE
SITE NO.	CATE-GORY	LOCATION (Use map location, address, etc.)		
DESCRIPTION OF DAMAGE				
IMPACT:			% COMPLETE	COST ESTIMATE
NAME OF INSPECTOR		AGENCY		HOME PHONE NO.
		OFFICE PHONE NO.		

OEM Form DA 3 Part 2

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PLEASE USE BLACK/BLUE BALLPOINT PEN – PRINT LEGIBLY SUPPORT DOCUMENTATION FOR BUSINESS INJURY OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT (800) 800-2481 Emergency Line - (405) 521-4053 Fax Line		
DISASTER OCCURRENCE DATE:	BUSINESS NAME:	BUSINESS ADDRESS:
	BUSINESS PHONE NUMBER:	
	TYPE OF BUSINESS:	COUNTY
HOW WAS THE BUSINESS IMPACTED?		
GROSS INCOME		
IMMEDIATE PAST TAX YEAR:	\$	A
DISASTER YEAR: ACTUAL GROSS INCOME TO DATE OF DISASTER	\$	B
DISASTER YEAR: PROJECTED INCOME LOSS AS A RESULT OF DISASTER	\$	C
PERCENTAGE OF LOSS =	$\frac{C}{A}$	%

OEM Form DA 4

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NOTICE OF INTEREST (NOI) FOR PUBLIC ASSISTANCE		
DECLARATION NUMBER	PROJECT APPLICATION NUMBER	NOI DATE
OKLA - - DR	_____ - _____	_____

The purpose of this form is to list damages to property and facilities so that inspections can be appropriately assigned for formal review.

REQUIREMENTS FOR OKLAHOMA DAMAGE SURVEYS

A. DEBRIS CLEARANCE

- On public Roads & Streets
- Other public property
- Private property (When undertaken by local government forces)
- Structure Demolition

B. PROTECTIVE MEASURES

- Life and Safety
- Property
- Health
- Stream/Drainage Channels

C. ROAD SYSTEMS D.

- Roads
- Bridges
- Streets
- Culverts
- Traffic Control
- * _____

WATER CONTROL FACILITIES

- Dikes
- Drainage Channels
- Irrigation Wks
- Dams
- Levees
- * _____

E. BUILDINGS AND EQUIPMENT

- Buildings and Equipment
- Supplies and Inventory
- Vehicles or other equipment
- Transportation Systems
- * _____

F. PUBLIC UTILITY SYSTEMS

- Water
- Sanitary Sewerage
- Storm Drainage
- Light/Power
- * _____

G. OTHER Park Facilities Recreational Facilities

** Indicate type of facility*

NAME OF POLITICAL SUBDIVISION OR ELIGIBLE APPLICANT

(Note: If private Nonprofit, provide name of facility and/or Private Nonprofit Owner.)

AGENT/TITLE

PRIVATE NONPROFIT **COUNTY**

YES NO Cleveland

BUSINESS ADDRESS (Include Zip Code)

BUSINESS TELEPHONE (Include Area Code and Ext.) | **HOME TELEPHONE** (Area Code)

ODCEM Form 94-1

ANNEX P

GENERAL INSTRUCTIONS FOR COMPLETING ODCEM FORM No. 94-01

A. General Information:

1. Complete this form using information obtained from damage surveys of public facilities and structures.
2. The completed form along with any continuation sheets should be forwarded to the State Department of Civil Emergency Management by Fax (405-521-4053) or by telephone (405-521-2481 or 1-800-800-2481).
3. Upon receipt of the information the State Office will contact you to schedule a joint preliminary damage survey, obtain more information, or to discuss your assistance requirements.

B. DAMAGE INFORMATION (Top of the Form):

1. Under each of the categories check the number of boxes that you feel apply to the damages you have incurred.
2. When you check a box and additional information is required, (such as number and type of culverts, size of bridge, type of bridge, number and size of buildings, number of electrical power poles down, etc.) write in the information next to the checked box. If there is not enough space on the form then use a sheet of plain paper.

C. APPLICANT INFORMATION:

1. Give complete name of your jurisdiction or organization, and indicate whether you are a private nonprofit organization.
2. Give the name of the County that your jurisdiction or organization is located in. If any of the damaged facilities are in a different county then include a note as to which counties they are in.
3. Give the name and title of the person that the State Office can contact to schedule damage surveys or to obtain additional information.
4. Provide business address and telephone number and home telephone number of person to be contacted. Additional numbers should be provided if available i.e. Pager numbers, alternate work numbers etc.
5. Leave the declaration number and project application number blank.
6. Date and sign the form next to the "NOI DATE".

ANNEX Q

HAZARDOUS MATERIALS

I. PURPOSE.

The purpose of this annex is to identify and reduce/remove the threat to public health and safety, which may result from an accident involving hazardous materials. This annex covers both fixed-site and transportation accidents.

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan

III. CONCEPT OF OPERATIONS.

General.

- A. **Within the jurisdiction of Midwest City the local Fire Department will be the responsible entity for dealing with Hazardous Materials. The Fire Department will operate within their specific Standard Operating Procedures for remediation of these types of problems unless deemed by the Fire Chief as exceeding the scope or capabilities of the organization.** All activities concerning Hazardous material accidents require early identification of the hazardous material to formulate a plan of action to handle the emergency. Response should be directed toward containing the hazardous material and/or evacuating those threatened by potential exposure to the material. After the threat has been stabilized by containment and evacuation, if necessary, the next step is to safely clean up the material.
- B. The person receiving a report of a hazardous material release should obtain as much information as possible upon being notified of a spill/leak. The form in Appendix 1 serves as a guide to secure critical information, which should, if possible, be passed to emergency response personnel prior to their arrival on the scene. Frequently, additional information pertaining to the nature of the hazard is needed. Appendix 2 contains a list of sources of information and potential responding agencies. Contacts should be established early to ensure these organizations or agencies can provide timely information or data.
- C. Responding units should treat all spills as hazardous until the material(s) can be identified as to their safety.
1. At transportation accident sites, hazardous materials may be identified by shipping papers, ID numbers, placards, labels on containers, or verbally by the truck driver or railroad conductor/engineer.

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2. At fixed-site incidents, pre-fire plans, NFPA 704-Diamond container labels, and/or information obtained from site employees may be used to identify hazardous materials contained within the site.
- D. To the extent possible, operations should be:
1. Upwind
 2. Uphill
 3. Upstream
- E. Emergency vehicles should be backed in and operators should be prepared to move them if conditions worsen.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

A. General.

See Section IV, Basic Plan.

B. Organization.

1. The Director of Emergency Management must be notified immediately if a hazardous materials spill or release is large enough to require the activation of the Local Emergency Planning Committees' Emergency Response Plan.
2. Appendix 3, this annex, depicts a typical layout for a HAZMAT operation. The size of the spill, characteristics of the material, and potential threat determine the structure of the emergency response effort. A small spill may require only an Operations Commander, but a larger spill additionally may require all or part of the following:
 - a. Incident Commander.
 - b. EOC activation.
 - c. Staging area.
 - d. Decontamination site.
3. In any case, an incident report should be submitted to the Oklahoma Department of Emergency Management.

C. Task assignment and responsibility.

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1. Incident Command System (ICS).

a. Incident Commander.

The Incident Commander will initially be the senior first responder present at the scene. As (or/if) the incident progresses and more experienced and trained personnel arrive on site, command may be relinquished to a more experienced person. This will normally be the senior fire service officer, on-site, from the local municipal fire department, or if the incident/accident is outside corporate limits, from the closest municipal department. (THE EXCEPTION TO THIS WILL BE; WHEN THE ACCIDENT SITE IS OUTSIDE CORPORATE LIMITS ON A ROADWAY, RAILROAD, OR PUBLIC PROPERTY, THE INCIDENT COMMANDER WILL NORMALLY IS THE SENIOR OKLAHOMA HIGHWAY PATROL (OHP) OFFICER PRESENT.)

Incident Commander responsibilities are:

- (1) Implementing protective actions.
- (2) Location of incident command post.
- (3) Coordinate the actions of all responding agencies.
- (4) Maintain communications with operations command post, the Emergency Operations Center (EOC) if activated, and others as appropriate.
- (5) Notification of the Department of Environmental Quality, and other appropriate agencies as soon as reasonably possible.

b. An Operations Chief and other members of the ICS team will be appointed by the Incident Commander as required, and will function in accordance with the established Incident Command System.

2. Oklahoma Department of Environmental Quality. **405-702-6174 or 1-800-522-0206**

Provide technical assistance as required.

3. Oklahoma Department of Emergency Management. **405-521-2481 or 1-800-800-2481**

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- a. Coordinate state support as requested by on-scene responders or local EM director.
 - b. Notifies appropriate state and federal agencies as required.
4. National Response Center. 1-800-424-8802
- a. Notifies all appropriate federal authorities.
 - b. Maintains contact with all federal agencies that can furnish information, direction, or assistance to on-scene responders.
5. CHEMTREC. 1-800-424-9300
- a. CHEMTREC is a public service of the Chemical Manufacturers Association, and provides immediate advice for those at the scene of emergencies, then promptly contacts the shipper/generator of the hazardous materials involved for more detailed assistance and appropriate follow-up.
 - b. CHEMTREC operates 24 hours a day, seven days a week. Every effort should be made to keep a phone line open so that the shipper/generator can make contact with the on-scene leaders to provide guidance and assistance.
 - c. CHEMTREC provides advice for fixed site as well as transportation emergencies.

V. DIRECTION AND CONTROL.

A. General.

Primary direction and control rests with the Incident Commander. Each response agency shall maintain control over their personnel and equipment and shall send a liaison to the command post as required.

B. Procedure.

See Appendix 3, this annex for a typical layout for hazardous materials operations.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

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VII. ADMINISTRATION AND LOGISTICS.

A. Records and forms.

1. The Release Notification form for reporting hazardous materials spills/accidents is found in Appendix 1 to this annex.
2. Information on the Release Notification form is necessary for responders and may also be important during cleanup and reimbursement procedures.

B. Resources.

Agencies with HAZMAT response capabilities and task assignments are responsible for providing and maintaining equipment, and supplies necessary for hazardous materials operations.

C. Training.

Local emergency response personnel will attend training as specified in 29 CFR 1910.120(q). The Emergency Management Director may coordinate training. However, each agency is responsible for certifying competency, and maintaining training records for their own personnel.

D. Post-incident review.

The county EM Director along with others on the LEPC, should conduct a review of plans and procedures within ten days of an incident. This review should be attended by those who were directly involved in the emergency for purposes of identifying plan deficiencies and recommending changes.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

This annex will be reviewed at least annually. It will be the responsibility of the EM Director, in coordination with others on the LEPC including fire chiefs, to update and maintain this plan.

IX. AUTHORITIES AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

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1. CPG 1-6, "Disaster Operations - A Handbook for Local Governments."
2. NRT-1, "Hazardous Materials Emergency Planning Guide."
3. NRT-1A, "Criteria for Review of Hazardous Materials Emergency Plans."
4. RSPA "Emergency Response Guidebook."
5. PL99-499, TITLE III, Emergency Planning and Community Right-To Know Act of 1986 (EPCRA).
6. Oklahoma Environmental Quality Act.
7. Oklahoma Hazardous Materials Planning and Notification Act.
8. Oklahoma Emergency Response Act.

APPENDIXES

APPENDIX 1 - Hazardous Materials Release Notification

APPENDIX 2 - Federal/State Telephone List/Roster

APPENDIX 3 - HAZMAT Operations - Typical Layout

APPENDIX 4 - General Characteristics and Examples of
Hazardous Materials

APPENDIX 5 - Transportation Routes of Hazardous Materials

APPENDIX 6 - Printout of Facilities Filing Tier I or Tier II Reports as Subject to and Reported
to Planning Under EPCRA

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APPENDIX 1

HAZMAT RELEASE NOTIFICATION

Caller's Name: _____

Caller's Identification: _____
(e.g., Position in organization)

Caller's Telephone Number (Incl Area Code): _____
(Number where someone can be reached for additional information)

Name and Address of Responsible Party: _____
(Facility Owner/Operator
if Fixed Site) _____
(Truck, Rail, or Pipeline Operator
if Transportation Incident) _____

Material(s) Released: _____

Is Released Material on Extremely Hazardous List? Yes__ No__ Unk__

Location of Release: _____

Include Legal Description Below(If Appropriate & Known)

___ 1/4 ___ 1/4 ___ 1/4, Sec. ___ Twp. ___ Rng. ___ County _____

Quantity of Material(s) Released: _____

Released into: (Medium - Air, Water, Soil, etc.) _____

Release - Date _____ Time _____ Duration _____

Any known or anticipated health risks (acute or chronic) associated
with the release: _____

Any medical advice or treatment deemed necessary for any exposed
individuals: _____

Precautions that need to be taken: _____

Additional Information: Injuries ___ Deaths ___ LEPC Notified? _____

DEQ Notified? __, NRC (800)424-8802 Notified? __ Other Info _____

Person Receiving Rpt: _____ Date/Time _____ / _____

NOTE: Call Dept of Environmental Quality (405-702-6174 or 800-522-0206) if they have not
already been notified.

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EXTRA PAGE

ANNEX Q
APPENDIX 2

FEDERAL/STATE TELEPHONE LIST

Any of the numbers below can be called for information, guidance, or assistance.

State Assistance	Phone Number
1. Oklahoma Department of Emergency Management	405-521-2481* Toll Free: 1-800-800-2481*
2. State Department of Environmental Quality (DEQ)	405-702-6100
Hazardous Materials Release (Including Radioactive Materials and/or any Hazardous Wastes)	405-702-6174* Toll Free: 1-800-522-0206*
3. Oklahoma Highway Patrol HQ, OKC	405-424-1616*
4. State Department of Transportation	405-521-2554
5. Oklahoma National Guard	405-425-8275
6. Oklahoma Poison Control Center	405-271-5454* Toll Free: 1-800-222-1222
7. Oklahoma Water Resources Board	405-530-8800
8. Oklahoma Corporation Commission	
Oil & Gas Division	405-521-2301
Pollution Abatement	405-521-2201
Transportation Division	405-521-2251
Railroad Safety	405-521-3407
9. State LP Gas Administration	405-521-2458
10. Oklahoma Department of Wildlife	405-521-4600

* 24 hours a day

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APPENDIX 2

FEDERAL/STATE TELEPHONE LIST (CONT)

Any of the numbers below can be called for information, guidance, or assistance.

<u>Federal Assistance</u>	<u>Phone Number</u>
1. National Response Center a. Center is staffed by Coast Guard personnel. b. Notifies all appropriate federal authorities. c. Maintains contact with all federal agencies that can furnish information, direction, or assistance to on-scene responders.	Toll Free: 1-800-424-8802*
2. US Army Explosive Ordinance Disposal (EOD) Fort Sill, Oklahoma	580-442-2313*
3. Federal Aviation Administration Operations Center Fort Worth, Texas	817-222-5006
4. US Environmental Protection Agency	1-866-372-7745*
5. US Department of Transportation (Enforcement) Federal Railroad Administration	(Night) 1-800-759-7243 page #805 7850 817-862-2200
6. US Department of Energy Radiological Assistance Team Region #4 Emergency Operations Center Radiation Emg. Assistance Center/Trng. Site (REAC/TS) (FOR MEDICAL INFORMATION ON EFFECTS OF RADIATION EXPOSURE)	505-845-4667* 202-586-8100* 865-576-3131 865-576-1005*
7. Nuclear Regulatory Commission Operations Center Region IV - Arlington, TX	301-816-5100* 817-860-8100*

Private Assistance

CHEMTREC (Operated by Chemical Manufacturers Assn.) 800-424-9300*

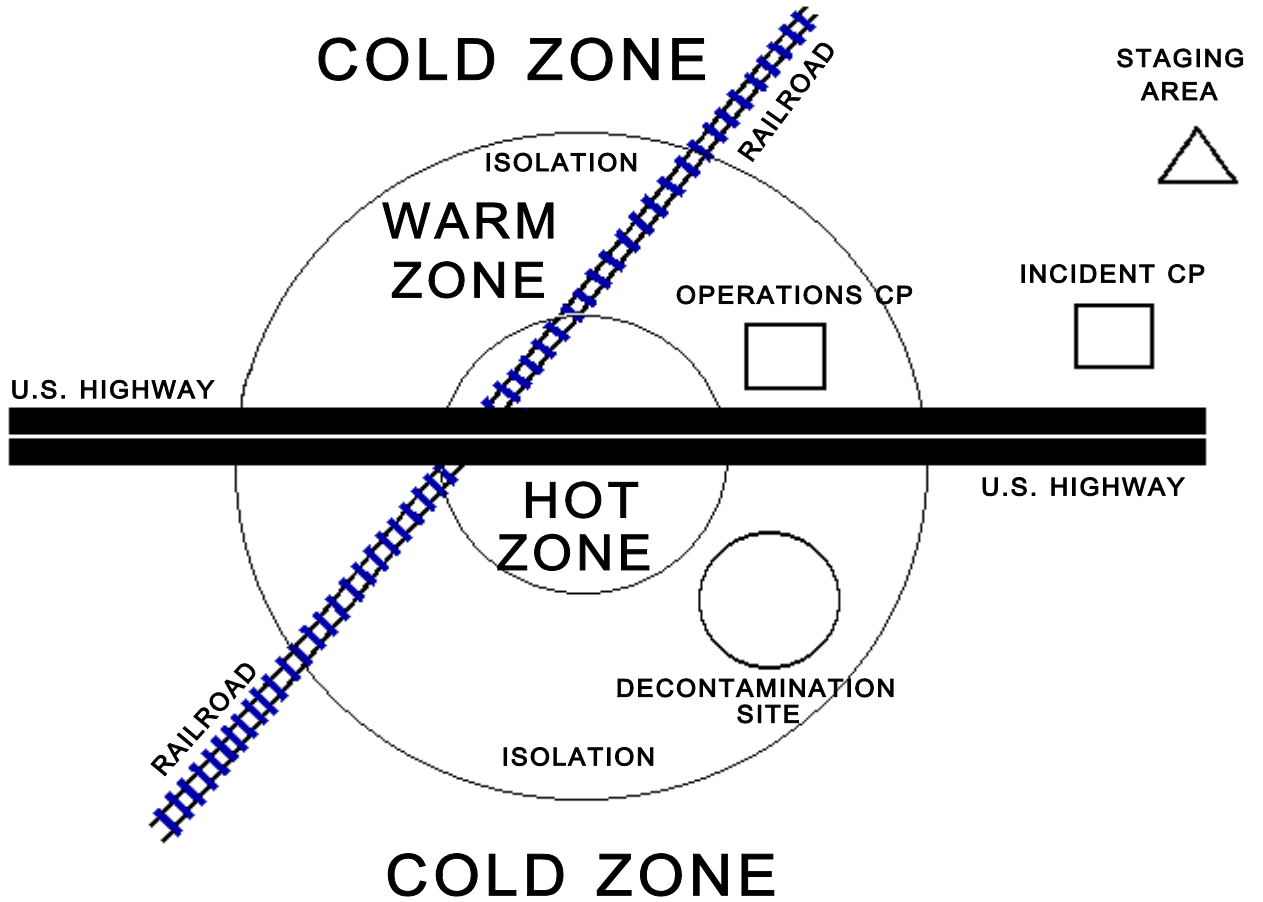
Provides immediate advice to emergency responders on fixed-site as well as transportation emergencies. CHEMTREC contacts shipper/ producer of the hazardous material(s) involved in the emergency for more detailed assistance and appropriate follow-up. CHEMTREC also maintains contact with the Chlorine Institute for access to the Chlorine Emergency Plan (CHLORREP) and with the Pesticide Safety Team Network (PSTN) operated by the National Agricultural Chemical Association.

* 24 hours a day

Updated August 2014

ANNEX Q
APPENDIX 3

HAZMAT OPERATIONS
(Typical Site Layout)



ANNEX Q APPENDIX 4

General Characteristics and Examples of Hazardous Materials

HAZARDOUS MATERIAL: "any substance or material in any form or quantity which poses an unreasonable risk to safety and health and to property when transported in commerce."

U.S. Classes and Divisions Based on UN System	U.S. Classes Pre January 1991	Examples of Materials by U.S. Classes and Division	General Hazard Properties (Not All Inclusive)
Class 1			
Division 1.1 - Explosive with mass Explosion hazard	Class A Explosive	Dynamite, TNT, Black Powder	Explosive; exposure to heat,
Division 1.2 - Explosive with projection Hazard	Class A Explosive/ Class B Explosive	mechanical hazards	could result in thermal and
Division 1.3 - Explosive with fire, minor Blast or minor projection Hazard	Class B Explosive	Propellant Explosives, Rocket Motors, Special Fireworks	
Division 1.4 - Explosive device with minor Explosion hazard	Class C Explosive	Common Fireworks, Small Arms Ammunition	
Division 1.5 - Very insensitive explosives	Blasting Agent	Ammonium Nitrate-Fuel Oil Mixtures	
Division 1.6 - Extremely insensitive Explosives			
Class 2			
Division 2.1 (Flammable Gas)	Flammable Gas	Propane, Butadiene (inhibited) Acetylene, Methyl Chloride	under pressure; container may rupture violently (fire and non-fire); may be a flammable,
Division 2.2 (Nonflammable, Non-poisonous Gas)	Nonflammable Gas	Carbon Dioxide, Anhydrous Ammonia	poisonous, a corrosive, an asphyxiate and/or an oxidizer, may cause frost-bite
Division 2.3 (Poisonous Gas)	Poison A	Arsine, Phosgene, Chlorine Methyl Bromide	
Class 3			
Flammable Liquid	Flammable-Liquid	Acetone, Amyl Acetate, Gasoline Methyl Alcohol, Toluene	Flammable; container may rupture violently from heat/ fire; may be corrosive to toxic, and/or thermally unstable
Combustible Liquid			
	Combustible Liquid	Fuel Oils	
Class 4			
Division 4.1 (Flammable Solid)	Flammable Solid	Nitrocellulose, Magnesium Ribbon	Flammable, some spontaneously,
Division 4.2 (Spontaneously Combustible material)	Flammable Solid and Liquid	Phosphorus, Pyrophoric Liquids and Solids	may be water reactive, toxic, and/or corrosive; may be extremely difficult to extinguish.
Division 4.3 (Dangerous When Wet Material)	Flammable Solid and Liquid	Calcium Carbide, Potassium, Sodium	
Class 5			
Division 5.1 (Oxidizer)	Oxidizer	Ammonium Nitrate Fertilizer	Supplies oxygen to support combustion; sensitive to heat shock, friction, and/or
Division 5.2 (Organic Peroxide)	Organic Peroxide	Dibenzoyl Peroxide, Peroxyacetic Acid, Diacetal Peroxide Solution	Contamination.
Class 6			
Division 6.1 (Poisonous Material)	Poison B Irritant ORM-A	Aniline, Arsenic Tear Gas Carbon Tetrachloride	Toxic by inhalation, ingestion, and skin and eye absorption; may be flammable.
Division 6.2 (Infectious Substance)	Etiologic Agent	Anthrax, Botulism, Rabies, Tetanus	
Class 7			
Radioactive Material	Radioactive Material	Cobalt, Uranium Hexafluoride	May cause burns and biologic effects energy and matter
Class 8			
Corrosive Material	Corrosive Material	Hydrochloric Acid, Sulfuric Acid, Sodium Hydroxide, Nitric Acid Hydrogen Fluoride	Disintegration of contacted tissues; may be fuming, water reactive.
	ORM-B	Unslaked Lime, Metallic Mercury	
Class 9			
Miscellaneous Hazardous Material	ORM-C ORM-E	Dry Ice, Molten Sulfur Adipic Acid, PCBs	
ORM-D	ORM-D	Consumer commodities	

Changes to 49 CFR parts 171-179 found in *Federal Register*, Vol. 55, No. 246, Friday, December 21, 1990

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APPENDIX 5

TRANSPORTATION ROUTES OF HAZARDOUS MATERIALS

No area of the county is exempt from being or becoming involved as a route for transportation of hazardous materials.

Maps on the locations of pipelines within the county and reports are filed with the Corporation Commission by the various corporations and companies. These are updated annually with the revision published by the Corporation Commission and distributed to all political subdivisions.

The official State of Oklahoma Road Map portrays federal and state highways, airports (public and private), and railroads which are all possible routes for the transport/delivery of hazardous materials. Maps of county roads are available at the county courthouse and the state Department of Transportation.

ANNEX Q
APPENDIX 6

PRINTOUT OF FACILITIES FILING TIER I OR TIER II
REPORTS AND REPORTED AS SUBJECT TO PLANNING
UNDER EPCRA

The following list (see attached pages) contains names of facilities, addresses, city/town, emergency contact, phone number, 24 hour emergency phone number, and date of last report to the Department of Environmental Quality (DEQ) for facilities that store, use or handle Extremely Hazardous Materials and Hazardous Materials in reportable quantities in the county. Facilities having or using sufficient quantities of Extremely Hazardous Substances (EHS) to be required by EPCRA to participate in the LEPC planning process are indicated by ATrue@ in the EHS update column.

Tier II forms are available through the following contacts:

**Tom Bergman, DEQ, Customer Service,
707 North Robinson,
Oklahoma City, OK 73102
(405) 702-1013.**

Or

**Midwest City Fire Department
8201 East Reno
Midwest City, OK 73110
(405) 739-1348**

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Hudiburg Chevrolet

600 Tinker Diagonal.
Midwest City, OK 73110
Phone: (405) 737-6641
Last Tier II 2-11-03

Emergency Contact Info:

Operation Mgr. Jeff Robinson
(405) 737-6641 or **24 Hr. (405) 733-3203**
or
ENV, Wes Boydston
(405) 277-9328 or **24 Hr. (405) 277-9328**

East Service Center (OG&E Electric Services)

1616 N. Post Rd.
Midwest City, OK 73130
Phone: (405) 553-3000
Last Tier II 1-29-03

Emergency Contact Info:

Const. Supt. Monty Garner
(405) 553-8001 or **24 Hr. (405) 517-4192**
or
Dist Engineer, Tom Bogun
(405) 553-8021 or **24 Hr. (405) 570-7106**

SMC Technologies, INC.

1517 Ocoma Blvd.
Midwest City, OK 73110
Phone: (405) 737-3740
Last Tier II

Emergency Contact Info:

Vice Pres. Steve Bowersox
(405) 737-3740 or **24 Hr. (405) 840-2374**
or
Tech Director, Dr. Mac Brockway
(405) 737-3740 or **24 Hr. (405) 321-0776**

Midwest City Batch Plant (Dolese Bros. Co.)

10625 SE 29th St.
Midwest City, OK 73101
Phone: (405) 235-2311
Last Tier II 2-24-03

Emergency Contact Info:

Mgr. Jim Towle
(405) 794-1571 or **24 Hr. (405) 636-9958**
or
Gen. Supt. Daryl Moorney
(405) 297-8217 or **24 Hr. (405) 636-9958**

MIDWEST CITY, OKLAHOMA TERRORISM ANNEX-"R"

I. PURPOSE

The purpose of this annex is to establish a plan for responding to, and recovering from a terrorist incident. Emphasis is placed on the protection of life and property, enforcement of criminal laws, and coordination of or assistance in the movement of people and resources in and around the affected area. This annex also outlines operational concepts and tasks, and assigns responsibilities for preparing for and responding to terrorist incidents that may occur. The annex contains a hazard specific Appendix for each of the following potential incident types: Chemical, Biological, Radiological, Nuclear, and Explosive Devices

II. SITUATIONS AND ASSUMPTIONS

A. Location.

Midwest City is located directly east of Oklahoma City. The 2010 census of population for Midwest City is 54,371. Midwest City is located on Interstate Highway 40.

Situation.

1. Midwest City is vulnerable to terrorist incidents. While a significant terrorist attack is considered unlikely, the consequences of a major incident could be catastrophic; hence, mitigation against, preparing for, and responding to such incidents, and recovering from them is an important function. The city has many potential terrorist targets. An attack on any of these targets has the potential for disrupting the community, causing major damage, and creating mass casualty situations.
2. Terrorism is both a law enforcement problem and an emergency management problem.
 - (a) Virtually every terrorist act involves violation of laws. Hence, law enforcement agencies gather and analyze intelligence on terrorists, and may develop estimates on their intentions. Access to this criminal intelligence information is necessarily limited, but significant threats must be communicated by law enforcement agencies to those local officials who can implement protective measures and alert emergency responders. Coordination between law enforcement and emergency management personnel is vital to ensure that appropriate readiness actions are taken, while still protecting confidential law enforcement sources and methods.
 - (b) In a terrorist incident, many types of first responders will

come together while attempting to perform their specific duties. For example, the incident may be simultaneously a crime scene, a HAZMAT site, and a disaster area. Due to its extent, there may be competing needs in the aftermath of a terrorist act. Law enforcement agencies want to protect the crime scene in order to gather evidence, while other emergency responders may need to bring in extensive equipment and personnel to conduct search and rescue operations. It is essential for the incident commander to establish operating areas, and to formulate a plan of action that considers the needs of all groups. Coordination of activities before, during, and after an event with other local, state, and federal agencies is paramount to successfully mitigate the effects of acts of terrorism.

- B.** Since terrorist acts are usually violations of both state and federal law, the response to a significant local terrorism threat, or actual event may include local, state, and federal agencies.
- C.** Local resources for combating terrorist attacks are somewhat limited. In the event of a significant terrorist threat or incident, it is anticipated that state and federal resources will be requested to supplement local capabilities.
- D.** The presence of chemical or biological agent may not be recognized until sometime after casualties are taken. There may be a delay in identifying the agent involved, and in determining the appropriate protective measures. Such agents may quickly dissipate or may be persistent.
- E.** In the case of a biological attack, the initial dissemination of the agent may occur outside the local area or even in other counties, but still produce victims in the Midwest City area.

Assumptions.

1. Terrorist attacks may be directed at government facilities, public and private institutions, business or industry, transportation, and individuals or groups. Such acts may involve arson, shootings, and bombings, including use of chemical, biological agents, radiological dispersion devices, or nuclear detonations.
2. Terrorist attacks may or may not be preceded by a warning or a threat, and may first appear to be an ordinary hazardous materials incident. Attacks may occur at multiple locations and may be accompanied by fire, explosion, or other acts of sabotage.
3. A device may be set off to attract emergency responders, and then a second device set off for the purpose of injuring emergency responders.

4. Effective response to the use of CBRNE may require:
 - (a) Specialized equipment to detect and identify chemical, biological, or radiological hazards.
 - (b) A mass decontamination capability.
 - (c) The means to treat mass casualties, including conducting triage, and using specialized pharmaceuticals that have a narrow window of effect.
 5. The capability to deal with mass fatalities.
- F.** Injuries from a terrorist attack may be both physical and psychological.
- G.** Recovery from a terrorist attack can be complicated by the presence of persistent agents, additional threats, extensive physical damages, and mass casualties.
- H.** In most cases, significant state and federal terrorist incident response support cannot be provided within the first few hours of an incident. Considerable state and federal terrorism response resources will be available, and must be accommodated after a few hours.
- I.** A terrorist incident could be a large-scale event that would rapidly overwhelm local response and medical resources.
- J.** Local response and medical resources might be degraded due to location in a contaminated area.

III. CONCEPT OF OPERATIONS

A. General.

1. This Annex applies to all threats or acts of terrorism within the jurisdiction that require a coordinated response.
2. This Annex will be activated, where applicable, as a precautionary measure for any emergency situations initially resembling a potential terrorist incident.
3. This Annex applies to all agencies within the jurisdiction.
4. This Annex may be activated at the direction of the Emergency Management Coordinator. Under certain circumstances, information available at the federal or state level may precipitate a Governor's Emergency Proclamation with immediate notification of all jurisdictions, as a precautionary measure. Such a proclamation constitutes activation of the State Emergency Operations Plan (EOP). In the event of a Governor's Emergency Proclamation, this jurisdiction will immediately evaluate the requirement for a local emergency declaration.
5. It is essential that the provisions of this Annex be thoroughly compatible with federal and state plans, and directives addressing response to terrorism. Since many of these documents are classified and unavailable for planning at the municipal level, this Annex must contain sufficient flexibility to facilitate timely interoperability throughout the federal/state/ local partnership.

6. The steps below describe the basic flow of a response to a terrorist incident, and the activities that need to be accomplished under each step.

B. Hazard Assessment and Control.

These activities normally take place at the scene. In addition to steps taken to reduce the hazard evidence gathering activities and precautions for potential secondary devices are also included in this section.

1. Perceive Threat.
 - (a) General indications of a possible terrorist incident include; mass casualties, unexplained odors, dead animals, explosion(s) etc.
 - (b) Telephonic threat, verbal threats, and written threats accompanied by a suspicious package or device.
2. Assess the Hazard.
 - (a) Based on the indicators above, identify the hazard(s) initial assessment of potential impact and other information, then communicate to EOC to initiate the proper response of agencies and/or personnel to mitigate the hazard.
 - (b) Updated assessments will continue throughout the entire operation.
3. Select Control Strategy.
 - (a) The agency head most suited to commanding the incident response will assume the Incident Commander role. Where appropriate, identify the Incident Commander by position in each of the hazard specific appendices.
 - (b) The Incident Commander will determine the appropriate measures for controlling the hazard, and sweep for secondary devices.
4. Control Hazard.
 - (a) The response agencies will execute the control strategy and secondary device precautions selected above.
5. Monitor Hazard.
 - (a) Be alert to changes that could affect the initial assessment of the hazard.
 - (b) Evidence gathering activities will begin as soon as possible, after the hazard is controlled.

C. Protective Action Selection.

These activities normally take place at the EOC. In order for these activities to be accomplished, information about the hazard must be communicated from the scene.

1. Analyze the Hazard.
The current Emergency Response Guidebook/appropriate computer software/other tools will be used to analyze the potential extent of the hazard.
2. Determine Protective Action.
 - (a) The most appropriate public protective action will be selected. Evacuation, shelter-in-place, or a combination of both may be appropriate.
 - (b) Appropriate protection for responders will also be determined.
3. Determine Public Warning.
 - (a) Determine the content of the message to be issued to the public. Refer to Annex C.
 - (b) Due to operational considerations, deviation from Annex C may be warranted. Refer to EOC S.O.P's for "Alert Notifications".
4. Determine Protective Action Implementation Plan.
 - (a) Emergency Response Personnel will take appropriate action to assist the public.

D. Public Warnings.

1. Disseminate Public Warnings.
 - (a) Refer to Annex C of the MWC EOP.
 - (b) Deviation from annex "C" may be warranted. Refer to the EOC S.O.P's for "Alert Notifications".
2. Protective Action Implementation.
May include but not limited to the following:
 - (a) Control Access and Isolate Danger Area.
 - (b) Evacuation Support.
 - (c) Decontamination Support.
 - (d) Medical Treatment.
 - (e) Special Population Support.
 - (f) Search and Rescue.
3. Short Term Stabilization.
May include but not limited to the following:

- (a) Shelter Operations.
 - (b) Unite Families.
 - (c) Continued Medical Treatment.
 - (d) Increase Security.
 - (e) Stabilize affected area.
4. Recovery.
- (a) Re-entry - The Emergency Management Director or his designee will determine when it is safe for the citizens to enter the affected area.
 - (b) Recovery - Recovery involves actions, and the implementation of programs, needed to help individuals and communities return to normal.

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. General.

Most departments/agencies of government have emergency functions in addition to their normal, day-to-day duties. The emergency functions they are assigned usually parallel or complement normal functions. Each department/agency is responsible for developing and maintaining its own emergency management procedures. Specific primary and support functions are listed under Assignment of Responsibilities. Departments/agencies of government that provide response personnel maintain Standard Operating Procedures, which include:

- 1. The specific emergency authorities to be assumed by a designated successor,
- 2. When these authorities would become effective, and
- 3. When the delegated authorities would be terminated.

B. Organization.

- 1. Homeland Security and Emergency Preparedness Structure.
- 2. MWC Emergency Operations Center.
- 3. Executive Group.
- 4. Command Support Group.
- 5. Emergency Operations Group.
- 6. Resource Management Group.
- 7. Evacuation/Transportation Group.
- 8. Damage Assessment Group.
- 9. Communications Group.
- 10. MWC Police Chief.
- 11. MWC Fire Chief.
- 12. Oklahoma City/County Health Department.
- 13. Superintendent Of Mid-Del Schools.

14. MWC Public Works Director.
15. Midwest Regional Ambulance Service (MERC).
16. MWC Department Heads.

C. Assignment of Responsibilities.

Following is the assignment of primary emergency functions to departments and agencies or any other concerned organization whether political or private, profit or nonprofit, necessary to carry out this emergency plan. Assignment of support emergency functions to certain agencies is also included.

1. MWC Emergency Operations Center.

- (a) EOC staffing and functioning.
- (b) Resource Management and Coordination in support of National Incident Management System (NIMS).
- (c) Communications.
- (d) Operation of the Resident Relocation Plan in conjunction with the American Red Cross.
- (e) Emergency Public Information.
- (f) Warning system.
- (g) Military and other outside assistance.
- (h) Emergency control and use of resources.
- (i) County departments and agencies, as well as other agencies of government not directly under the control of the county governments.
- (j) Search and Rescue.
- (k) Training and Education.
- (l) Rumor control.
- (m) Damage assessment in the support of NIMS.
- (n) Comprehensive emergency planning including vulnerability and capability assessments with the support of all city departments.

D. MWC Police Department shall be responsible for: (Appendix 3, 5)

1. Lead Agency for response to Explosive Device Incidents.
2. Maintaining law and order.
3. Controlling traffic.
4. Protecting vital installations.
5. Controlling and limiting access to the scene of the disaster.
6. Supplementing communications.
7. Assisting with all evacuation efforts.

E. MWC Fire Department shall be responsible for: (Appendix 1)

1. Lead Agency for response to Chemical Incidents.

2. Providing for fire protection and the combating of fires.
 3. Provide First Responder Service (EMS) and transport of patients, if warranted.
4. Search and rescue.
5. Decontamination.
6. Damage assessment.

F. OCC Health Depart shall be responsible for:

1. Lead Agency for Biological Incidents (Appendix 2)
2. Mass Prophylaxis
3. Health advisories
4. Insect, rodent, and pest identification and control
5. Sanitation Inspection
6. Midwest Regional Ambulance Service (MERC)
7. Emergency medical care coordination
8. Emergency hospital treatment coordination
9. Medical support to shelters coordination

G. Mid-Del School system shall assist with:

1. Coordinate emergency response operations of schools.
2. Providing the use of facilities for emergency public education.
3. Providing facilities for emergency housing of evacuees and relief forces.
4. Providing facilities for emergency first aid stations, emergency hospital, or emergency morgue.
5. Providing personnel for shelter managers and staff.
6. Providing recreation plan for shelter occupants' use during shelter-stay period.
7. Coordinating transportation.

V. SUPPORT FUNCTIONS:

- VI. Support from State or Federal Agencies may be made available from the surrounding area in accordance with the State Plan.
- VII. Volunteer agencies, such as the American Red Cross and Salvation Army, are available to give assistance with sheltering, feeding, etc., as necessary.
- VIII. Personnel and equipment from surrounding communities may be sent to assist upon authorization by the designated representatives indicated in Memorandums of Agreement or Memorandums of Understanding.

IX. DIRECTION AND CONTROL:

1. Authority to Initiate Actions
2. Command Responsibility for Specific Action

- X. The MWC Emergency Management Director will provide general guidance for emergency operations, including the response to terrorist incidents. During periods of heightened terrorist threat, or after an incident has occurred, the local EOC will be activated.
- XI. The MWC Emergency Management Director will provide overall direction of the terrorist incident response activities of the jurisdictions departments and agencies. During terrorist incidents, he/she will normally carry out those responsibilities from the EOC.
- XII. The MWC Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at the incident site from an Incident Command Post. If terrorist attacks affect multiple widely separated facilities, separate incident command operations may be set up.
- XIII. If the City of Midwest City's resources are insufficient or inappropriate to deal with an emergency situation, a request will be made for assistance from other jurisdiction pursuant to mutual aid agreements or from organized volunteer groups. Mutual aid personnel and volunteers will normally work under the immediate control of their own supervisors. All response agencies are expected to conform to the general guidance provided by the senior decision-makers and carry out mission assignments directed by the Incident Commander or the EOC.
- XIV. In a large-scale terrorist incident, significant help will be needed from other local governments, state agencies, and the federal government. As these external resources arrive, it is anticipated that a transition will be made from the normal incident command system to a unified command operation. In a unified command arrangement, leaders of all participating response forces agree on general objectives, priorities, and strategies for resolving the emergency situation.
- XV. **ADMINISTRATION AND LOGISTICS.**
1. Agreements and Understandings
- XVI. Should Local government resources prove to be inadequate during emergency operations, requests will be made for assistance from other local jurisdictions, higher levels of government, and other agencies in accordance with existing or emergency negotiated mutual aid agreements, and understandings.
- XVII. The MWC Emergency Management Director is responsible for the maintenance of all records and reports required for the Terrorism Incident assist upon authorization by the designated representatives indicated in Memorandums of Agreement or Memorandums of Understanding.
- XVIII. The MWC Emergency Management Director is responsible for records of expenditures for the Terrorism Incident functions in an emergency.

XIX. The procedures for obtaining supplies and equipment during an emergency will be in accordance with standing jurisdictional orders as outlined in the Resource Management Annex and in the following SOPs: (if none, so state)

XX. 1. _____

XXI. 2. _____

XXII. Staging areas for receipt, control, and deployment of resources will be established early in the event.

XXIII. PLAN DEVELOPMENT, MAINTENANCE, AND EXECUTION.

1. The MWC Emergency Management Director is responsible for the maintenance of the Terrorism Incident Annex and for ensuring that necessary changes and revisions to the Annex are prepared, coordinated, approved and distributed.
2. The MWC Emergency Management Director is responsible for review and updating of the Terrorism Incident Annex, SOPs, and attachments based on deficiencies identified through drills, exercises and actual emergencies on an annual basis.

XXIV. AUTHORITIES AND REFERENCES.

1. Legal Authority

XXV. Federal

XXVI. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended.

XXVII. Presidential Decision Directive 39 (PDD-39), "United States Policy on Counterterrorism."

XXVIII. Presidential Decision directive 62, Protection Against Unconventional Threats to the Homeland and Americans Overseas (Classified)

XXIX. Health and Human Services Health and Medical Services Support Plan for the Federal Response to Acts of Chemical/Biological Terrorism

XXX. The Federal Response Plan, 9230.1-PL, April 1999.

XXXI. Title III of SARA, Public Law 99-499, dated October 17, 1986.

XXXII. Other executive orders and acts pertaining to disasters enacted or to be enacted.

XXXIII. State

XXXIV. Emergency Management Act of 2003

XXXV. Oklahoma Constitution, art 6 sec 1-6

XXXVI. Local

XXXVII. Resolution establishing Midwest City Department of Emergency Management, Code 1972, Chap. 11-1

XXXVIII. Volunteer, Quasi-Governmental

XXXIX. Act 58-4-1905 American National Red Cross Statement of Understanding,

- 12/30/85
- XL. Mennonite Disaster Services - Agreement with FDAA 1974
 - XLI. Salvation Army Charter - May 12, 1974
 - XLII. Public Law 93-288
1. References
- XLIII. E.O.P Basic Plan

Emergency Operations Preparedness Schedule

Annual:

During the month of January of each year all members of the Executive Group, or an individual appointed to act on their behalf will be tasked with reviewing and updating the Emergency Operations Plan.

Once ever year there will be a training scenario to exercise this document. The focus of this exercise will be to expose those in the managerial levels of plan to their specific responsibilities and it is not intended to involve those who are actually performing emergency, or support functions. Upon completion of the exercise a debriefing session will be conducted and deficiencies in the plan will be identified to be changed.

Every Five (5) Years:

Once every five years the leadership of the City will organize a full scale Training Exercise that will incorporate all levels identified in the EOP. This exercise will be well thought, organized, supported, and planned. Sufficient resources shall be allotted for a realistic and factual experience to provide training at all levels and identify weaknesses. Upon completion of the exercise a debriefing session will be conducted and deficiencies in the plan will be identified to be changed.

When Available:

It is each department's individual responsibility to train and prepare for emergency situations. These departments must find time in their schedules to facilitate Emergency Preparedness Training as often as necessary to ensure an adequate response when the need arises. All members involved in emergency response shall have a minimum training level of ICS 100, 200 and 700, executive officials shall complete the executive officials workshop.

There is a multitude of training that is available throughout the country and state. The Emergency Management Institute is a great resource for Emergency Management training and the State of Oklahoma, Department of Emergency Management and Oklahoma Department of Homeland Security sponsor many classes throughout the year as well. A listing of available courses can be found at the following web addresses:

EMI = <http://training.fema.gov/EMIWeb/EMICourses/rclist2003.asp>

ODCEM = <http://www.odcem.state.ok.us/pte/training.htm>



Emergency Management Training

Course Information

- * Incident Management System Training
- * Hazardous Materials Incident Response
- * Basic Public Information Officers Course
- * Emergency Response to Hazard Materials Incidents
- * Threat and Risk Assessment Training
- * Safety and Health Decision Making
- * Emergency Management Institute (EMI) Resident Courses
- * Emergency Management Institute (EMI) Independent Study Courses

Independent Study

Within the Department of Homeland Security, the Federal Emergency Management Agency, United States Fire Administration, operates the Emergency Management Institute (EMI). EMI produces over forty independent study courses to train the general public as well as specific target audiences. All materials on this Internet site are available to anyone who can access them. However, official enrollment in the courses, scoring of final exams, issuance of certificates, and maintenance of student records is limited to United States Citizens with a US deliverable postal address including APO and FPO addresses.

The EMI Independent Study program consists of self-paced courses designed for people who have emergency management responsibilities and the general public. Courses are offered free-of-charge to all who qualify for enrollment, and college credit can be obtained through a for-fee service after successful completion of a course. Click on the COLLEGE CREDIT item in the menu to the left of this page for details.

Each Independent Study Course includes lessons with practice exercises and a final examination. Students who score 75 percent or better are issued a certificate of achievement from EMI. Course completion times vary from two to fourteen hours, depending on the course and the student's background.

In an effort to meet requirements established by the Paperwork Reduction Act, EMI-Independent Study has changed its policies on the acquisition of printed materials. The on-line enrollment function has been disabled for all courses that are available for download and/or interactive participation. While current printed stocks last, students may request printed materials/CD-ROMs by contacting the ISP staff toll-free at 800-238-3358, extension 1200, or direct at (301) 447-1200.

Courses Conducted by the Emergency Management Institute Schedule October 1, 2003 - September 30, 2004

This course schedule can be accessed at:

<http://training.fema.gov/EMIWeb/EMICourses/rclist2003.asp>

Emergency Preparedness Shortfalls

As with any governmental organization since September 11, 2001 shortfalls have been identified and measures taken to attempt to bring these organizations to an acceptable level of preparedness.

Have advancements been noted in Midwest City, YES, but more can and will be done to bring this city to a higher level. One of these steps is this document. It has laid the foundation for what will be done and who can and will do the tasks necessary to recover from an emergency of notable magnitude. Grant funding is a key to allowing these advancements to take place.

Midwest City had identified that it must take steps toward improving the training of those who do not deal with emergencies on a day-to-day basis. The city has also identified resources that would be helpful in performing emergency functions. The Community Homeland Security Plan was an instrumental step at identifying deficiencies in resources.

These needs are listed below:

Equipment

- Heavy/Technical Rescue Response Vehicle
- Infrared Spectrometer
- Corona Discharge VOC Monitor
- Remote Multigas Detections Wireless System
- Reference Library
- Advanced Personal Protective Equipment
- New CAD and RMS
- Next Generation 911

Training

- Terrorism Response Training
- Joint Operations Training
- Community Training Needs Assessment
- EMS Operations and Planning for WMD
- Emergency Response to Terrorist Bombings
- Public Works Emergency Response Training
- Radiological/Nuclear Response Training
- WMD: Tactical Operations Course
- WMD: Incident Management / Unified Command
- WMD: Threat and Risk Assessment
- WMD: Defensive Operations for Emergency Responders
- Haz Mat Operations for Police Officers
- Haz Mat Awareness for Public Works employees

Although this list is large, we expect it to expand dramatically after we have conducted our full-scale exercise. For this reason, we must start to prepare for this exercise as soon as possible, so our deficiencies are identified as soon as possible, for correction.

Planning Process

Oklahoma County Hazardous Mitigation Plan was approved by FEMA November 25, 2013.

This plan takes into consideration all hazards that face the county including the areas of Midwest City. In order to construct the mitigation plan a Hazard Analysis was performed as well as a Vulnerability Assessment for the entire county. From this hazard assessment the threats facing Midwest City were noted and utilized in constructing this Emergency Operations Plan. The threats that face Midwest City have been addressed in this plan and the course of action to respond to these threats has been identified.

The analysis includes information and planning for all hazards that face Oklahoma County, including Midwest City. Midwest City has prepared for many hazards, and sadly enough, has experienced their fair share of these hazards as well. There are documents that have been developed pertaining to specific hazards, some of which have been included and others that have not for security reasons. In each section where an item has been identified, but the information has been withheld, there will be information on how this material can be accessed in emergency situations.

A listing of Midwest City planning committee members for construction of this EOP has been attached and their concurrence duly noted by their signature. These individuals and their departments play a major role in the Emergency Operation Plan and without their continuous support this plan will not function properly.

See Attached

In order to successfully prepare an Emergency Operations Plan multiple entities must be allowed to contribute and help to develop a plan that is operationally valid. The following entities have a major role in Emergency Operations and their concurrence in this plan is vital in order to ensure the plans implementation and success in emergency situations.

Midwest City Director of Emergency Management

Midwest City Fire Chief

Midwest City Police Chief

Midwest City Public Works Director

Alliance Health Midwest, EMS Director

Mid-Del Superintendent of Schools



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

To: Honorable Mayor and Council

From: Chief Brandon Clabes

Date: September 24, 2019

Subject: Discussion and consideration of entering into a Memorandum of Understanding between Rose State College and the Midwest City Police Department to effectively address alleged crimes of violence on campus by employing off duty Midwest City police officers on a part-time basis to support and enhance campus security.

The Midwest City Police Department and Rose State College are requesting discussion and consideration of entering into a memorandum of understanding to effectively address alleged crimes of violence on campus by employing off duty Midwest City police officers on a part-time basis to support and enhance campus security. This includes sharing information and establishes a standard procedure for handling incidents and reports of sexual assaults and issuing timely warnings and emergency or immediate notifications. Additionally, this agreement would comply with federal law as outlined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) and Title IX of the Higher Education Amendments of 1972. It is agreed upon that either party to this memorandum of understanding may terminate the same with 30 days written notice.

Staff recommends approval

Chief Brandon Clabes

Attachment: Memorandum of Understanding

ROSE STATE COLLEGE AND MIDWEST CITY POLICE DEPARTMENT
MEMORANDUM OF UNDERSTANDING

This Agreement is entered into this ____ day of _____, 2019 between Rose State College (RSC) and the Midwest City Police Department (MWCPD). The purpose of this Agreement is to implement a Memorandum of Understanding between Rose State College's (RSC) and Midwest City Police Department (MWCPD) to memorialize the existing relationship between the parties' ability to effectively address alleged crimes of violence. This includes sharing information about RSC'S students and employees who are the victim of, a witness to, or an alleged perpetrator of an offense of violence or sex offense. This MOU also establishes a standard procedure for handling incidents and reports of Sexual Assaults and issuing Timely Warnings and Emergency or Immediate Notifications. Federal Laws provide specific requirements relative to these processes as outlined by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act) and Title IX of the Higher Education Amendments of 1972.

GOALS

Compliance with the terms of this Memorandum of Understanding should achieve the following goals:

- A. To ensure felonies committed on institution property are promptly and effectively reported, investigated and prosecuted.
- B. To enhance communication and cooperation between local law enforcement and RSC in providing services and assistance to students and employees of the College who are victims of or witnesses to crime.
- C. To enhance the institution's ability to alert the campus community about crimes of a serious nature that pose a serious or on-going threat to public safety.

GENERAL POLICIES

1. Participating agencies agree, within the statutory authority of its agency, that every effort will be made to share information, so as to provide a safe and violence-free educational institution.
2. The Rose State College Security Office (RSC) is a contract security team, and as such, rely upon the MWCPD to respond to and investigate serious criminal incidents on campus. RSC will continue to request assistance from Midwest City Police when additional resources or assistance is required.
3. RSC employs off-duty MWCPD officers on a part-time basis to support and enhance campus security services. MWCPD identifies, schedules and trains all MWCPD officers hired part time by RSC. MWCPD and RSC coordinate staffing to ensure the safety and security of the Rose State College community.
4. The information and records shared under this MOU may, when appropriate, include any information or records permitted to be released under any exception to the privacy protections of the Family Educational Rights and Privacy Act (FERPA), including the Health and Safety Emergency exception and/or records/information. It should be noted that FERPA applies only to records created by the Institution and to information derived from tangible records. FERPA does not protect the confidentiality of information in general and, therefore, does not apply to the disclosure of information derived from a source other than an education record, even if education records exist which contain that information. As a general rule, information that is obtained through personal knowledge or observation and not from an

education record is not protected from disclosure under FERPA. Thus, a verbal report of an offense of violence or sexual assault may be reported to the appropriate LOCAL police agency, if assistance is needed in conducting the investigation. The parties agree to keep all information confidential unless the release is authorized by the party disclosing the information or is otherwise required by law.

5. When deemed appropriate, RSC and MWCPD will exchange, in as timely a manner as is practicable, police investigatory information and copies of police/incident reports reporting any alleged offense of violence or sex offense - including non-public information (e.g., the name of uncharged suspects).

6. The RSC will include and MWCPD will provide a representative for the RSC's quarterly meetings of those persons with primary responsibility for addressing student sexual assault under Title IX.

7. If the MWCPD is the lead agency in a case involving a student as the alleged perpetrator of a crime of violence or sex offense, RSC will provide to MWCPD the name of the student found responsible for violating the College's Code of Student Conduct; the Code of Student Conduct violation (e.g., Section 3), and the final results of the disciplinary proceedings.

8. In the event, there is a concern that some information/record regarding sexual assault may not be shared under the terms of this MOU because of FERPA constraints, RSC may consult outside legal counsel.

9. It is understood that RSC officials are not agents of the MWCPD agency and that the MWCPD agency is not an agent of the RSC. RSC officials retain the sole prerogative to impose disciplinary sanctions for infractions of institution rules and policies in addition to any police involvement or investigation that may be warranted.

The RSC personnel will report the receipt of a complaint of violence or sex offenses to the MWCPD police agency. In some jurisdictions, these report(s) are mandatory based upon the nature of the incident. The RSC personnel shall not refrain from notifying the MWCPD agency of a reportable incident based solely upon the named victim's intent or desire not to proceed with further investigation or prosecution. It is understood that RSC cannot force the victim to report the crime to the MWCPD agency, but the Institution will report the receipt of a complaint to the MWCPD agency. The Institution will notify the victim of his/her right to report the incident to the MWCPD agency and will document that notification in the RSC Incident Report.

Reportable Alleged Offense of Violence or Sex Offenses:

1. Criminal Homicide
2. Forcible Sex Offenses
3. Robbery
4. Crimes Against Minors
5. Crimes Against Elderly/Disabled Persons
6. Medically Unattended Death

RESPONDING TO AND INVESTIGATING INCIDENTS OF SEXUAL VIOLENCE AND DISTRIBUTING BLANK INSTITUTION TIMELY WARNING NOTICES AND EMERGENCY NOTIFICATIONS

Responding to and Investigating Incidents of Sexual Assault:

Procedure:

The dual mission of the Rose State College Security Office (RSC) with regard to incidents of sexual assaults will be the safety and emotional well-being of the victim and the employment of proper investigatory techniques in order to preserve evidence and obtain information that may lead to the apprehension of a suspect should the victim decide to cooperate with prosecution.

The RSC Security Office may receive reports in several different ways (the common scenarios are listed below) and the manner in which the report is received will affect the response procedures for RSC.

1. A complainant may call the RSC Communications Center to report a sexual assault.
2. A complainant may report a sexual assault directly to a member of the RSC.
3. A complainant may report a sexual assault to any RSC employee (as defined by Title IX grievance procedures), including a "Campus Security Authority" (as defined by the Clery Act), who will subsequently report the incident to the security office or the Title IX Coordinator. RSC will assess the severity of the situation and determine the need for a timely warning notice.
4. A complainant may call the MWCPD to report a sexual assault. For purposes of this MOU, we are focused on reports involving a member of the Rose State College Community or a reported incident that occurred on Rose State College owned, leased or controlled property.

A. Report of a Recent Incident versus a Delayed Report

a. If a complainant calls the Communications Center or reports a sexual assault directly to a member of the RSC or a Campus Security Authority/Responsible Employee calls the communications center to report a sexual assault that was reported to him/her:

i. The RSC staff member should immediately attempt to determine if the assault occurred in the past 96 hours or if the report is a Delayed Report (for purposes of this MOU, a delayed report is defined as an incident that occurred more than 96 hours from the time of the report).

ii. The RSC staff member should attempt to determine the location where the assault occurred and if the complainant is calling from the location where the assault occurred.

iii. If the report is being made by a Campus Security Authority/Responsible Employee, the RSC staff member should determine if the complainant is willing to directly report the incident to a RSC officer.

This information will affect the response of the RSC and the potential involvement of the MWCPD. For example, if the complainant is reporting an incident that occurred six months ago, there would likely be no physical evidence to process and she/he may not want to file a police report about the incident or if the incident occurred on Spring Break while away from the campus, the MWCPD would not have jurisdiction in the case. If the complainant reported the incident to a Campus Security Authority/Responsible Employee, and is not willing to report it to and identify themselves to the RSC, the MWCPD will not have the ability to interview the complainant or conduct an investigation. In these types of incidents, the Coordinator of Security or his/her designee will report the incident to the MWCPD

without providing the name of the complainant. When in doubt, the Chief of the College Security Office will confer with the Chief of the MWCPD.

B. General: Report of a Recent Incident

1. When the College Security Department receives a report of an alleged sexual assault or an attempted sexual assault, the Chief of the College Security Department (or his/her designee in his/her absence) will be notified immediately.

2. Upon receiving a complaint that a rape or sexual assault has been attempted or has occurred, the communications officer shall dispatch a supervisor and/or officer to the location of the complainant to take an initial incident report and to secure the crime scene, if the complainant is calling from the scene of the crime.

3. If the complainant is not at the scene of the crime, the communications officer will provide several options to the complainant in order to protect her/his privacy, to the extent possible and the communications officer should explain that if a RSC Officer responds to her/his current location, her/his friends and bystanders will be curious about why the officers are there—which may reduce her/his privacy in the matter. The communications officer should then inform the complainant of the following options: (1) RSC can dispatch an officer to her/his location to take a report; (2) the complainant can respond to the RSC HQ to file a report; (3) RSC can pick the complainant up at an agreed upon location to provide an escort to the RSC HQ to file a report.

4. In all cases listed above, radio communications concerning the incident should be kept to a minimum, and if practical, communications should be made either in person or via phone. As soon as the responding officer receives confirmation of a sexual assault (defined for this MOU as: rape, sodomy, sexual assault with an object or forcible fondling (as defined by the FBI NIBRS Manual) and determines the report to be a good faith report, the officer will determine if a BOLO is appropriate, contact the investigator on-call so as to begin their preliminary investigation, offer the victim access to SANE/FNE at LOCAL hospital and secure and advocate or friend of the complainant, if they so desire. Local police will be made aware that a sexual assault was reported to the College Security Office and that RSC is actively investigating the case. RSC will provide the perpetrator's name to the MWCPD if it is known at the time. RSC will always offer the complainant the option of filing the report directly with the MWCPD and will assist in the filing of said report if requested.

C. General: Delayed Report

1 Whenever the College Security Department receives a report (even if it is a delayed report) of an alleged sexual assault or an attempted sexual assault, the Chief of Police (or his/her designee in his/her absence) will be notified immediately.

2 The communications officer will provide several options to the complainant in order to protect her/his privacy, to the extent possible and the communications officer should explain that if an RSC Officer responds to her/his current location, her/his friends and bystanders will be curious about why the officers are there—which may reduce her/his privacy in the matter. The communications officer should then inform the complainant of the following options: (1) RSC can dispatch an officer to her/his location to take a report; (2) the complainant can respond to the RSC HQ to file a report; (3) RSC can pick the complainant up at an agreed upon location to provide an escort to the RSC HQ to file a report.

3 Radio communications concerning the incident should be kept to a minimum, and if practical, communications should be made either in person or via phone.

4 The Coordinator of Security will determine if the MWCPD should be notified to take a report in cases involving a delayed report. When in doubt, the Coordinator of Security will confer with the Chief of the MWCPD. OR

5 The Coordinator of Security or his/her designee will report the incident to the MWCPD without providing the name of the complainant. When in doubt, the Coordinator of Security will confer with the Chief of the MWCPD.

D. Notification

1. The Supervisor or Senior Officer On-Duty will ensure the following Institution Officials are notified:

- a. The Coordinator of Security OR the on-call Commander
- b. The on-call Residence Life Staff Member.
- c. A counselor or staff member from the SEXUAL ASSAULT ADVOCACY GROUP; if necessary and deemed appropriate by on-call administrators.
- d. The RSC Title IX Coordinator or an RSC Deputy Title IX Coordinator, as appropriate

E. UNFOUNDED CRIMES

1. If a crime is believed to be baseless or improperly classified, the crime can be determined as “Unfounded” by a sworn or commissioned law enforcement officer. Unfounded crimes are not counted in the distributed Annual Security and Fire Safety Report (“Clery Report”).

2. When campus officials reasonably believe that a Clery Crime is unfounded or baseless, the Coordinator of Security shall be informed. The Coordinator of Security shall consult with MWCPD to discuss the matter.

3. If MWCPD concurs that the crime is unfounded, then a law enforcement official shall designated to thoroughly review the available information and make an appropriate determination. If the crime is determined to be unfounded, the Coordinator of Security shall be informed in writing.

4. The following are characteristics of unfounded crimes.

- a. The crime did not occur and was never attempted.
- b. The crime was improperly classified.
- c. The reported allegations did not meet the elements of the offence.

Officer Response: Report of a Recent Incident

1. The primary concern of the RSC officer(s) on the scene shall be the medical needs of the victim and the preservation of evidence. If the victim is seriously injured, hysterical, or in a state of shock, the victim shall immediately be transported to the LOCAL Hospital. Any special requests made by the victim at this time, such as having a friend present, should be honored whenever practical.

2. Depending on the condition of the victim and the probability of affecting the apprehension of the alleged suspect(s) if still in the vicinity, but with full recognition that the mental and emotional wellbeing of the victim is paramount, the officer on the scene may secure

some preliminary information from the victim regarding the physical description of the alleged suspect(s), time of occurrence, location of occurrence, wounds, type of weapon used or mentioned, if any, vehicle description, if any, suspect's direction of flight, etc. Dispatch is to share the above referenced info with the MWCP Police for purposes of the BOLO.

3. If the complainant contacted RSC from the scene of the reported crime, the RSC officer(s) on the scene shall also preserve and secure the scene of the crime and await the arrival of MWCPD law enforcement authorities. If the scene of the crime is an off campus location or a location that is owned, leased or controlled by Rose State College, the RSC officers should immediately report that information to the responding MWCPD officers, as they will need to determine if they intend to obtain a search warrant for the location of the crime.

4. Any and all witnesses should be identified by RSC and asked to await the arrival of the trained RSC investigator. All witnesses should be requested not to discuss the incident with anyone prior to being interviewed, and if practical, these witnesses should be kept separate from each other during this waiting period.

5. The MWCPD officer shall write a preliminary report and immediately alert other units and local law enforcement units of pertinent information, should a suspect be at large.

Officer Response: Report of a Delayed Incident

1. The primary concern of the RSC officer(s) taking a delayed report of an alleged sexual assault shall be the emotional and physical well-being of the victim. Any special requests made by the victim at this time, such as having a friend present during the interview, should be honored whenever practical.

2. The RSC officer shall gather the basic details about the incident, including but not limited to: the date and time of occurrence, location of occurrence, reported injuries, the type of weapon used or mentioned, if any, vehicle description, if any, and a general synopsis of what occurred. The officer shall advise the victim of his/her right to make a report with the MWCPD, provide contact information for both off and on campus medical and mental health resources, and ask the victim if they need any support services at this time.

SPECIAL NOTES:

- If the MWCPD has been summoned at the request of the complainant and becomes involved with the investigation of the crime, all subsequent interviews and law enforcement functions shall be conducted by the MWCPD. The preservation of the crime scene includes the victim's clothing and body. Victims should be encouraged not to change clothing or shower in order to preserve evidence that may be obtained from the victim's person.

- Pursuant to Title IX requirements and this Memo of Understanding (MOU) between RSC and the MWCPD, RSC and/or the MWCPD will be given a specified period of time to initiate their criminal investigation. Under Title IX, once RSC and/or a responsible employee of the Institution becomes aware of an incident of sexual violence or harassment, the Institution must take immediate and appropriate action to investigate or otherwise determine what occurred. This action would be separate from any MWCPD and/or RSC initial criminal investigation. The Institution will not wait until the completion of a criminal investigation, nor will it wait until charges are filed. Institutional investigatory obligations under Title IX are time sensitive and require prompt follow-up. However, every effort will be made for the Title IX investigation to be conducted in a manner that does not impede the MWCPD and/or RSC security fact finding and evidence gathering tasks. The Coordinator of Security or designee and MWCPD Chief or

designee will regularly confer on the status of an active investigation to ensure compliance with federal requirements while maintaining the integrity of any active criminal process.

- If sexual violence has occurred, Rose State College is required to:
 - Take prompt and effective steps to end the sexual violence,
 - Prevent its recurrence, and
 - Address its effects, whether or not the sexual violence is the subject of a criminal investigation.
 - The institution must additionally take steps to protect the complainant as necessary, including interim steps to protect the complainant which must be taken prior to the final outcome of the investigation.
 - When a complainant informs RSC that he/she has been the victim of sexual violence, misconduct, or harassment, in addition to the above response protocols, the RSC officer must inform the complainant of his/her right to report the incident to the Title IX officer(s) of the institution. Such a report can be made on-line using the Institution's on-line reporting form, via phone, or in person. The RSC officer who takes the initial report will notify the complainant of the name(s) and contact information (including email address, phone number and location of the office) of the Title IX officer(s) and will document that the notification was made in the narrative of the RSC incident report.

Distribution of Timely Warnings (called Campus Safety Alerts at THIS CAMPUS):

Procedure:

The Institution must, in a manner that is timely and will aid in the prevention of similar crimes, provide information to the campus community about Clery Act crimes that have been reported to campus security authorities or state or local police that are considered to represent a serious or continuing threat to the Institution's community. These warnings, which the College Security Office issues as "Campus Safety Alerts", shall be issued in accordance with the procedures described below.

The following procedures shall be followed when initiating Campus Safety Alerts:

1. **Criteria for a Campus Safety Alert.** The Coordinator of Security or his/her designee will develop Campus Safety Alerts for the institution's community to notify members of the community about Clery Act crimes that have occurred on campus, on non-campus property or public property running through or immediately adjacent to the campus, when it is determined that the incident may pose a serious or ongoing threat to members of the Institution's community. Campus Safety Alerts are typically issued for the following crimes: major incident of arson, criminal homicide, motor vehicle theft and robbery. Alerts for the crimes of aggravated assault, burglary and sex offenses are considered on a case by case basis and depend upon a number of factors. These include the nature of the crime, the continuing danger to the campus community -- such as whether the perpetrator was apprehended or the threat has been mitigated. Campus Safety Alerts may be distributed for other serious crimes if deemed warranted by the Coordinator of Security or his or her designee in the Coordinator's absence. Campus Safety Alerts will be distributed in a timely manner and will be issued as soon as pertinent information is received and it is determined that the reported incident may pose a serious or on-going threat to the community.

Campus Officials not subject to the timely warning reporting requirement include licensed or certified professional counselors and recognized pastoral counselors who are functioning in the role of providing confidential counseling to members of the Institution's community on behalf of the institution.

2. **Preparation of a Campus Safety Alert.** The RSC Shift supervisors/senior officers are responsible for notifying the Coordinator of Security or his/her designee of any reported incident that may necessitate the issuance of a Campus Safety Alert. Campus Safety alerts are generally written and distributed to the campus community by the Coordinator of Security or a designee subject to oversight by the College President or his/her designee. The Coordinator of Security has the authority to issue a Campus Safety Alert without such consultation if consultation time is not available.

The Campus Safety Alert must include information with sufficient specificity to allow recipients to take an appropriate response and to potentially aid in the prevention of similar crimes.

A Campus Safety Alert will include:

- o Title of the crime reported;
- o Date and time the Campus Safety Alert was released;
- o Accurate date, time and location of the incident;
- o A succinct description of the incident;
- o Tips for maintaining personal safety; and
- o A request for information and where to direct information.

A Campus Safety Alert may also include:

- o Physical description of the suspect, if known;
- o Information about possible connection to previous incidents;

3. Dissemination of the Campus Safety Alert. The Coordinator of Security or his or her designee has primary responsibility for the distribution of Campus Safety Alerts. All campus-wide Campus Safety Alerts will be sent by the Coordinator of Security or his/her designee through the campus email system and will be posted on the Department's webpage for at least 30 days. Additional supplemental methods for disseminating Campus Safety Alerts include, but are not limited to, the following means: posting of flyers, text messaging, the campus newspaper, and related news media announcements. The method or methods used will depend on the severity, location, and type of incident and the ongoing nature of the threat. However, the blast campus email is the primary and preferred method of distribution. Campus Safety Alerts may be issued for other crime classifications as deemed necessary.

If a crime is reported directly to the MWCPD that could pose a serious or ongoing threat to the Rose State College community, a representative of the MWCPD will notify the Coordinator of Security as soon as practicable about the crime and will provide sufficient detail to allow the RSC to assess the crime and determine if a Timely Warning Notice should be distributed to the Rose State College community. The MWCPD Police Department will assist the RSC in their response to a crime that affects the College community, as deemed appropriate and as resources permit.

Emergency Notifications:

In the event of an emergency or incident that poses a potential immediate threat to the health and safety of the campus community, an effective campus-wide communications process is vital in order to provide the greatest safety possible for the campus community. As part of its Rose State College Emergency Management Plan, the College has adopted a formalized procedure for issuing emergency alerts to the campus community.

Procedure:

When on-duty College Security officers become aware of a situation which may warrant issuing an emergency alert, the on-duty Officer confirms that there is a potential threat to the health and safety of the community and then immediately contacts the Coordinator of Security or his/her designee, who quickly evaluates the situation to determine if an alert is warranted, the content of the notification message and the appropriate segment or segments of the campus community who will receive the notification. In situations where an imminent threat is present, the Coordinator of Security or his/her designee has the ability and authority to issue an alert without further consultation with any other College official. In situations lacking the presence of an imminent threat, the Coordinator of Security or his/her designee consults with the College President, the Executive Vice President, and the Vice President of External Affairs and Marketing and/or other members of the Campus Emergency Response Team (CERT) prior to an alert being issued. The Institution, based on the judgments of members of the Coordinator of Security and the CERT team will endeavor to immediately notify the campus community (or appropriate segments) upon the confirmation of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or staff occurring on the campus. A threat is imminent when the need for action is instant, overwhelming and leaves no time for deliberation. Such situations may include, but are not limited to, a hazardous materials incident requiring sheltering in place or evacuation, a hostage/barricade situation, a riot, suspicious package with confirmation of a device, a tornado, a fire/explosion, suspicious death, structural damage to Institution owned or controlled facility, biological threat, a gas leak, an active shooter on or near campus, or a shooting incident on or near the campus.

When the emergency mass notification system (EMNS) is activated using the siren and/or cell-phone text/voice messaging, college officials will notify campus community members of the emergency situation, its exact location, and will most likely request community members to protect themselves by evacuating the affected area if it is safe to do so and/or by employing the “shelter-in-place” concept.

"Shelter-in-place" means to take immediate shelter wherever you happen to be at the time of a “shelter-in-place” notification– in campus housing, in privately owned housing near campus, in an academic or administrative building, etc. Community members should remain in a “shelter-in-place” status until the all clear is communicated by emergency response personnel via an emergency rapid communications system(s). Institution authorities may instruct campus community members to "shelter-in-place" if a condition exists that is potentially life threatening and has an immediate threat to the health and personal safety of the campus community.

If an emergency or incident is reported directly to the MWCPD that could pose an immediate threat to the health and safety of the Rose State College community, a representative of the MWCPD will notify the Coordinator of Security as soon as practicable about the incident/situation and will provide sufficient detail to allow the RSC to assess the incident/situation to determine if an emergency alert should be distributed to the Rose State College community. The MWCPD will assist them in their response to an emergency on campus, as deemed appropriate and as resources permit.

RESPONDING TO AND INVESTIGATING INCIDENTS OF ARSON

The Clery Act requires the College/University to investigate any fire that is not immediately known to be accidental. RSC does not have officers/investigators trained to conduct basic arson investigations. The MWCPD agrees to provide the necessary resources to support RSC in conducting an investigation of a

fire that is not immediately known to be accidental, if RSC needs investigative support to meet their investigative obligations under the Clery Act. If the MWCPD assists in conducting the investigation, they will provide a summary of the investigation with a final determination (i.e. arson, suspicious fire or unknown cause) to RSC for their records.

IT IS AGREED that either party to this Memorandum of Understanding may terminate the same with 30 days written notice.

IT IS THE INTENT of both parties to abide by the above stated terms on this the ____ day of _____, 2019, as evidenced by the signatures of their duly authorized representatives.

Rose State College

Matthew D. Dukes II, Mayor

Heather Poole, City Attorney

Brandon Clabes, Police Chief

Sara Hancock, City Clerk

Attest or Notary



The City Of Midwest City
Neighborhood Services Department
Neighborhoods In Action • Code Enforcement • Neighborhood Initiative

MEMO

To: Honorable Mayor and Council
From: Mike S. Stroh, Neighborhood Services Director
Date: September 24, 2019
Subject: Discussion and consideration of accepting the Monthly Neighborhood Services report for August 2019.

In August 2019, the Code Enforcement Division had ten officers for the month. City Clerk's Code Officer was included in these numbers as was the three Neighborhood Initiative Coordinators. One Coordinator was in training. Together they opened 707 new cases, cleared 798 cases, contracted 79 properties, and wrote 58 new citations. This makes 6,100 cases for the year and we currently have 851 open cases. Last year we had nine officers working.

Here is a breakdown of all the violations worked for the month.

	August 2018	Total 2018	August 2019	Total 2019
Tall Grass & Weeds	477	2,003	275	1,747
Rubbish	86	595	50	650
Trash & Debris	140	1,292	120	1,182
Other Nuisance	132	1,079	124	1,148
Structures	40	729	50	692
Vehicles	31	420	55	450

This shows a comparison between 2018 and 2019 of the total cases worked by each ward.

	August 2018	Total 2018	August 2019	Total 2019
Ward 1	356	2,082	170	1,696
Ward 2	88	652	104	951
Ward 3	171	1,034	170	1,279
Ward 4	72	514	52	486
Ward 5	153	1,270	111	1,071
Ward 6	79	676	100	617

For the total in the Tall Grass & Weeds we only count the one notice type.

For the total in the Rubbish we only count the one notice type.

For the total in the Trash & Debris we only count the one notice type.

For the total in the Other Nuisance we count thirty-two notice types;
Alcoholic Beverages, Assistance to Another Officer, Beer License, Coin Amusement Devices, Collection/Donation Boxes-Debris, Collection/Donation Boxes-Maintenance, Collection/Donation Boxes-Registered, Computer Work, Family Amusement License, Garage Sale-Permit Required, Graffiti, Health License, Litter, Misc. Violation, Nuisance Yard, Personal Storage Units (Commercial), Personal Storage Units (Residential), PM-Sewer, PM-Utilities Required-Water, Polycarts, Pool and Billiard Halls, Sight Triangle, Solicitor-Permit Required, Sports Equipment, Temporary Signs, Thank You Cards, Trim Trees, Utilities Required-Sanitation, Zoning-Group Residential, Zoning-Merchandise For Sale, and Zoning-C-3.

For the total in the Structures we count thirteen notice types;
Address Numbers, PM-Accessory Structure, PM-Blighting Influence, PM-Boarded Dwellings, PM-Condemned Structure, PM-Exterior Paint, PM-Garage Doors, PM-General Exterior, PM-Open and Unsecure, PM-Roofs & Drainage, PM-Stairways and Porches, PM-Swimming Pools, Spas & Hot Tubs, PM-Vacant (Dilapidated) Structures, and PM-Windows and Glazing.

For the total in the Vehicle we count four notice types;
Commercial Soft Surface, Inoperative Vehicle, Parking or Storing Commercial Vehicles, and Soft Surface Parking.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO: Honorable Mayor and Council

FROM: Billy Harless, Community Development Director

DATE: September 24th 2019

SUBJECT: Discussion and consideration of entering into and approving an Agreement for Professional Services with Oshsner Hare + Hare in the amount of \$303,525.00 to design the City Park located in the Original Mile. This is a General Bond Obligation project.

Over the past several months, the city has been in negotiations with Oshsner Hare + Hare in regards to a design contract for the new City Park in the Original Mile. This firm previously assisted in the City Park Master Plan accepted by council in February 13, 2018. The accompanying proposed agreement is for initial information, consultant's responsibilities, scope of basic services, supplemental and additional services, owner's responsibilities, cost of the work, copyrights and licenses, claims and disputes, termination or suspension, miscellaneous provisions, compensation, special terms and conditions and scope of the agreement.

This is a General Obligation Bond project approved by the vote of the people.

I am available for any additional questions.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

September 9, 2019

City of Midwest City, Oklahoma
Attn: Mr. Billy Harless, AICP
100 N Midwest Blvd
Midwest City, OK 73110

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
City Park (the "Project")
Midwest City, Oklahoma

Dear Mr. Harless:

It is our understanding that City of Midwest City, Oklahoma ("Client") requests Olsson, Inc. dba Ochsner Hare & Hare the Olsson Studio ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Sept 15, 2019
Anticipated Completion Date: Sept 15, 2021

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a lump sum of Three Hundred Three Thousand Five Hundred Twenty-Five Dollars (\$303,525.00). Olsson's reimbursable expenses for this Project are included in the lump sum. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Phase	Fee
Phase 100 – Project Management, Kick-off, Survey, and Geotechnical Investigation	\$44,770.00
Phase 200 – Schematic Design	\$38,870.00
Phase 300 – Design Development	\$51,730.00
Phase 400 – Construction Documents	\$113,430.00
Phase 500 – Construction Administration	\$54,725.00
Total	\$303,525.00

TERMS AND CONDITIONS OF SERVICE

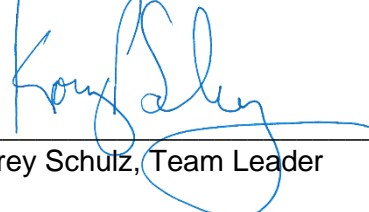
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC. DBA OCHSNER HARE & HARE THE OLSSON STUDIO

By  _____
Ken Boone, Industry Expert

By  _____
Korey Schulz, Team Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF MIDWEST CITY, OKLAHOMA

By _____
Signature

By _____
Signature

Print Name _____

Print Name _____

Title Mayor

Title City Clerk

Dated _____

Dated _____

Attachments

- General Provisions
- Scope of Services
- Exhibit A
- Exhibit B
- Boring Exhibit
- Overall Project Exhibit

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated September 9, 2019 between City of Midwest City, Oklahoma ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any

inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives

any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of

any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that

exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA. Therefore, Olsson and Client agree that all Disputes shall be resolved by litigation.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses litigation, may be commenced at any time prior to or after completion of the Project(s), provided that if litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the litigation being conducted. Any litigation shall take place in Oklahoma County.

6.2.4 The prevailing party in any litigation relating to any Dispute shall be entitled to recover any court ordered

attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

6.3 Certification of Merit - Omitted

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Oklahoma. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Oklahoma County.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.16 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

General Provisions updated 09/05/2019.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, , increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 9, 2019 between City of Midwest City, Oklahoma ("Client") and Olsson, Inc. dba Ochsner Hare & Hare the Olsson Studio ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project Description: City Park

Project will be located at: Midwest City, Oklahoma

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 - Project Management, Kick-off, Survey, and Geotechnical Investigation

Project Management

Olsson shall provide project management services to successfully manage and complete the Project, including correspondence and consultation with City staff; supervision and coordination of services; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of Project controls.

Meetings: None

Deliverables: Correspondence and summaries, as required

Kick-off Meeting

Olsson will attend a project kick-off meeting in Midwest City, Oklahoma with Client to discuss Project goals, design intent, Client-specific parameters, and information required to begin schematic design. Olsson will review Client-provided background information, codes, and ordinances. Olsson shall attend one (1) Client meeting with four (4) Olsson representatives in attendance. Olsson will attend a City Council Meeting, that is scheduled on the same day as the kick-off meeting. Additional meetings requested, not scheduled on the day of the Kick-off meeting, will be considered additional services.

Meetings: One (1) kick-off meeting

Deliverables: Meeting memoranda, as required

Boundary, Topographic, and ALTA Survey

- Boundary Survey

Olsson shall perform and prepare a boundary survey for the tract of land shown on Exhibit A, as described in Book 13670 at Page 28 the Oklahoma County Clerk's Office being a part of Lot 3A and Lot 3B of Block 1 of Town Center Plaza Section 1, a Subdivision in City of Midwest City, Oklahoma,

and Lots 1 through 9 in Block 18 of A Re-Plat of Atkinson Heights Addition, a Subdivision in City of Midwest City, Oklahoma.

All property monumentation shall be located and visibly marked at Project site.

- **Topographic Survey**
Topographic survey limits shall include the area shown on Exhibit B and the roadway directly adjacent to the property. The survey shall include topographic features; including contours at 1-foot vertical intervals, all physical improvements including buildings, parking, driveways, fencing, general vegetation, and visible utilities; and underground utilities, as located by the Oklahoma One-Call system. Survey will not include topographic features for the full property, as shown by the boundary limits in Exhibit A.

A minimum of two site control points and two site benchmarks based on Oklahoma State Plane Coordinates shall be placed near the Project site.

- **ALTA/NSPS Survey**
Olsson shall perform and prepare an ALTA/NSPS survey for the tract of land shown in Exhibit A, as described in Book 13670 at Page 28 the Oklahoma County Clerk's Office being a part of Lot 3A and Lot 3B of Block 1 of Town Center Plaza Section 1, a Subdivision in City of Midwest City, Oklahoma, and Lots 1 through 9 in Block 18 of A Re-Plat of Atkinson Heights Addition, a Subdivision in City of Midwest City, Oklahoma.

The ALTA/NSPS survey shall be based on a current title commitment and all Schedule B-II exception documents provided by the Client. The survey shall follow the 2016 ALTA/NSPS Land Title Survey requirements and shall include Table A items 1, 2, 3, 4, 7(a), 8, 9, 11, 13, 16, and 20. The survey shall be performed under the direct supervision of a Licensed Professional Land Surveyor in the State of Oklahoma.

Table A items shown hereon are assumed. Any additional Table A items may result in additional fees. Client to verify and confirm required Table A items prior to signing contract.

Meetings: None

Deliverables: Boundary survey, topographic survey, final ALTA survey (PDF format)

Geotechnical Investigation

Olsson will attempt to minimize disruptions to businesses and customers near Project work areas. Work areas will be designated by cones, flags, barricades, or caution tape for pedestrian safety and vehicle traffic visibility, as required.

Field Exploration:

Olsson shall use a truck-mounted drill rig to complete the following geotechnical borings, each below existing grades across the site:

- Six (6) soil test borings (P-1 to P-6) to approximate depths of 5 feet.

- Three (3) soil test borings (B-1 to B-3) to approximate depths of 25 feet.

The proposed drilling is based on a total drilling footage up to 105 linear feet. Olsson's drill crew will locate and log borings at the Project site by pacing distances and estimating right angles from existing site features or with a hand-held GPS.

Olsson will contact the Okie 811 for utility locations in public easements. If required, Olsson will sub-contract and coordinate services of a private utility locate company for this Project.

All boring locations will be readily accessible by Olsson's truck-mounted drilling equipment and support vehicles. Client shall provide right-of-entry for all properties to conduct the exploration. Field activities shall only be completed during favorable weather conditions.

Split barrel, thin-walled tubes, and/or ring samplers will be used to obtain samples of the sub-surface soils.

Where encountered, Olsson shall obtain groundwater measurements in the test boring at the time of drilling and immediately after completing drilling operations.

Some damage to the adjacent ground or pavement surfaces may occur as a result of soil boring operations or along access pathways required for drilling equipment to travel to or from boring locations. Olsson will attempt to minimize such damage, but no restoration, other than backfilling soil test borings and patching the surface with like materials, is included within this Scope of Services.

Olsson assumes borings will be backfilled with drill cuttings and any excess drill cuttings will remain on the property near boring locations.

Laboratory Testing:

As soil conditions dictate, laboratory testing may include USCS soil classifications, thin-walled tube density, moisture contents, -200 sieve analyses, Atterberg limits, mechanical sieve analysis, one-dimensional consolidation/swell, Standard Proctors, and CBR tests.

Engineering Analysis and Report Preparation:

Upon completion of field and laboratory exploration, Olsson will prepare a geotechnical report for the improvements. The geotechnical report will provide recommendations and opinions regarding the following:

- Site location and description.
- Project description and understanding.
- Description of exploration and sampling methods. including equipment used.
- Discussion regarding site specific soil stratigraphy, including a summary of soils encountered with descriptions.

- Discussion of existing and anticipated groundwater conditions and depth to groundwater. Recommendations for managing potential groundwater impact during construction and after completion will be provided.
- Results of laboratory test data and discussion of test methods.
- Discussion regarding excavation of on-site soils, including anticipated obstructions and suitability for re-use as structural fill. Recommendations for maximum slopes of temporary and permanent excavation and fill slopes.
- Discussion of expansive surface soils (if encountered), assessment of expansive potential, and recommendations to remediate potential movement.
- Recommendations for structural fill, including minimum compactive effort and recommended moisture contents. Discussion of the suitability of on-site soils to be reused as structural fill.
- Recommendations for excavations and subgrade preparations.
- Shallow foundation recommendations:
 - Maximum net allowable bearing pressure, minimum footing sizes, and frost depths
 - Over-excavation/surcharge requirements, as applicable.
 - Coefficient of sliding resistance.
 - Estimates of total and differential foundation settlement
- Lateral earth pressure parameters for walls that retain grade. Active, passive, and at-rest pressures will be provided. The report will also include the coefficient of sliding resistance and wall movements required to develop these pressures.
- General seismic site classification in accordance with 2015 IBC.
- Surface drainage recommendations will be provided, as applicable to the proposed structures and site design.
- Discussion regarding the presence of chemically active or corrosive soils, including laboratory results for resistivity, pH, chlorides, sulfates, or other chemicals. As applicable, recommendations will include cement type or material removal/replacement.
- Recommendations for pavement design, with the assumption that traffic loads and volumes will be provided.

Olsson will provide the Client with an electronic copy of the Report of Geotechnical Exploration.

Meetings: None

Deliverables: Geotechnical exploration report

Phase 200 – Schematic Design

Olsson will prepare a schematic design plan(s) for the Client-approved park master plan. Schematic plans will begin to identify locations, sizes, types, dimensions, materials, and finishes for the identified master plan elements. Schematic design will include schematic architectural and civil site elements.

Plans will include a preliminary opinion of cost and will be submitted to Client for review and written comment. Design development plans will be based upon the approved schematic design plans.

Two (2) Olsson representatives will attend one (1) Client review meeting to coordinate design elements with Project team members, government agency staff, and Owner, as required. Olsson will attend a Stakeholder and Community Board meeting scheduled for the same day as the Client Review Meeting. Additional meetings requested, not scheduled on the day of the client review meeting, will be considered additional services.

Meetings: One (1) Client Review Meeting

Deliverables: Schematic Design Plan(s)

Phase 300 – Design Development

Olsson will prepare a set of design development plans, details, and specifications for the new Project improvements. Design development plans will include park elements identified within the schematic design plans, including architectural, structural, civil site (including site grading, paving plan, overall utilities services plan), and landscape architectural design. Design development plans will begin to identify locations, sizes, and types of major elements; and preliminary detailing and cost estimating.

Elements include:

- Covered “hanger” structure
- Restrooms and storage
- Splash pad plaza
- 20-foot by 20-foot park shelters (4 total)
- Pavilion structure
- Toddler playground
- Youth playground
- Cell tower / Clock tower fencing enclosure
- Creek bed play zone
- Open lawn
- Park parking
- New crosswalks
- Pedestrian and overhead string lights
- Paver street and parking
- Paver pedestrian way
- Dog park

Design development plans will be submitted for Client review, written comment, and approval. Construction documents will be based upon the Client-approved design development plans.

Two (2) Olsson representatives will attend a review meeting to coordinate design elements with Project team members, government agency staff, and Owner as required.

Meetings: One (1) Client review meeting

Deliverables: Design development plan(s)

Phase 400 – Construction Documents

Olsson will prepare a complete set of construction documents and bid documents, details, and specifications. Construction documents will include architectural, structural, civil site, mechanical/electrical/plumbing, and permit coordination. Olsson will prepare a 90% construction document set submittal for review and written comment by Client. Olsson will incorporate Client revisions into the 100% final constructions documents.

Park Design Construction Documents

Olsson will prepare park design construction documents. Park construction documents will include the following elements:

- Playground – Playground plans will indicate location, layout, materials, and surface treatments for play area. Olsson will coordinate with vendor-supplied design and equipment for playground play equipment. Final details and specifications shall be provided.
- Splash Pad/Plaza – Splash pad plans will identify splash pad layout, drainage, spray nozzles, fountain equipment, control and utility sources, footings, and surface plaza hardscape. Final details and specifications shall be provided.
- Dog Park – Dog park plans will identify the location, surface, grading, drainage, fencing, gates, waste receptacles, and seating for the defined area. Final details and specifications shall be provided.
- Hardscapes – Hardscape plans will layout all trails, paths, landscape walls, and paved plaza areas identifying specialty paving materials or finishes. Horizontal dimensions will be included for construction staking purposes. Hardscape specifications shall be provided. Grading and drainage plans will detail grading design and drainage system of hardscape and landscape areas. Contours and spot elevations shall be provided. Final details and specifications shall be provided.
- Landscape - Landscape plans will identify the location, species, and variety; quantity; planting sizes; and special requirements or conditions for plant materials and areas or seed and/or sod. Final landscape planting details shall be provided. Landscape construction specifications shall be provided.
- Site Furnishings – Site furnishing plans will identify location, style, finish, quantity, and type of site furnishing components, including benches, trash, recycling containers, bike racks, planters, pre-manufactured shelters, and other manufactured furniture elements, as required. Final details and specifications shall be provided.
- Fencing – Fencing plans will indicate location, type, style, and finish of park fencing components. Final fencing details and specifications shall be provided.

- Wayfinding Signage – Wayfinding signage will include pedestrian directional and informational signage, not including regulatory signage, interpretive signage, or building signage.
- Structural design for the park elements is included. Olsson shall provide construction specifications, as required for all Olsson park-related design elements, not included within City of Midwest City specifications to meet design requirements. Specifications will be provided in MasterSpec format.
- Olsson will attend one (1) client review meeting; Olsson will attend meetings to coordinate design elements with different team members, government agency staff, and Owner as required. One (1) Olsson representative will be in attendance.

Meetings: One (1) Client meeting

Deliverables: Park construction documents

Civil Construction Documents

Olsson will prepare a complete set of civil construction documents and bid documents and details. Construction documents will include all ADA accessible curb and street layout, civil site (grading, stormwater systems, water and sewer utility services to building(s), site utility coordination), and permit coordination. Olsson will identify alternatives during the design process to provide solutions. Olsson will prepare a 90% construction document set submittal for review and written comment by Client. Olsson will incorporate Client revisions into the 100% final constructions documents.

Construction documents will include the following:

- General notes
- Existing conditions
- Demolition plan
- Site plan
- Overall grading and drainage plan
- Detailed grading plan(s)
- Paving plan
- Detailed paving plan(s)
- Regulatory signage
- Erosion control plan
- Overall utility services plan, excluding relocation plans for existing water and sanitary sewer mains
- Civil detail drawings
- Signed and sealed hard copies will be provided, if requested
- Project coordination, as required with the Client, Architect, Utility Companies, and local and State authorities.

Olsson shall provide construction specifications, as required for all Olsson civil-related design elements not included within City of Midwest City specifications to meet design requirements. Specifications will be provided in MasterSpec format.

One (1) Olsson representative will attend one (1) Client review meeting to coordinate design elements with Project team, government agency staff, and Owner, as required.

Meetings: One (1) Client meeting

Deliverables: Civil construction documents, civil construction specifications

SWPPP and NOI

Olsson will provide a stormwater pollution prevention plan (SWPPP) document and a notice of intent (NOI) permit, as required. Inspections and current record-keeping, as required to maintain the SWPPP are not included within this Scope of Services.

Meetings: None

Deliverables: SWPPP and NOI

Mechanical/Electrical/Plumbing Construction Documents

Olsson will provide mechanical/electrical/plumbing (MEP) construction documents, specifications, and opinion of probable cost. Construction documents will consist of the following:

- Site/Area lighting plans
- Street lighting plans
- Photometrics
- Site electrical distribution plans
- Site power plans
- Utility plans

Street lighting design shall include roadways adjacent to the Project park, including Rickenbacker Drive, Mid-America Boulevard, and Lockheed Drive. Olsson will coordinate utility requirements for restrooms and adjacent overhead structure in the park utility design.

One (1) Olsson representative shall attend one (1) project team meeting in Midwest City to discuss Project design issues and receive feedback. One (1) Olsson representative will attend one (1) Client review meeting in Midwest City to coordinate design elements with Project team members, government agency staff, and Owner, as required.

Meetings: One (1) Client meeting

Deliverables: Construction documents and specifications

Public Water Relocation Plans

An existing public 8-inch water line crosses through the proposed covered structure pad site and will be relocated. Olsson will prepare water line relocation plans for City and Oklahoma Department of Environmental Quality (OK DEQ) approval and permit. Olsson shall provide construction documents, specifications, and all review periods, as required.

Meetings: none

Deliverables: Permitted public water relocation plans

Public Sanitary Sewer Relocation Plans

An existing public 8-inch sanitary sewer line crosses through the proposed covered structure pad site and will have to be relocated. Olsson will prepare sanitary sewer line relocation plans for City and Oklahoma Department of Environmental Quality (OK DEQ) approval and permit. Olsson shall provide construction documents, specifications, and all review periods, as required.

Deliverables: Permitted public sanitary sewer relocation plans

Architectural Construction Documents

Olsson's sub-consultant, TAP Architecture (TAP), will prepare a complete set of construction bid documents and details for architectural improvements to be constructed, as determined in the design development package. Construction and bid documents will be used for bidding and construction purposes. Architectural plans will include the overhead covered performance area straddling a public street, nicknamed the "hangar" structure, restrooms, storage room, pavilion structure, pavilion signage, and interpretive history sign panels. Final details and specifications shall be provided.

TAP's basic services are described below and include usual and customary structural, mechanical, and electrical engineering services for the buildings. Olsson shall design service within 5-feet of buildings.

Architectural construction documents will include:

- Based on the Client-approved design development documents, TAP shall prepare construction documents, including drawings and specifications, detailing the requirements for construction. TAP shall incorporate design requirements of governmental authorities having jurisdiction over the Project into the construction documents.
- TAP shall submit construction documents to the Client, update the estimate for the cost of the work; advise the Client of any adjustments to the estimate of the Cost of the Work; and take any action required and request the Client's approval.
- TAP shall provide a 90% construction document review set, to be included with the Project 90% review submittal to the Client. Client will provide written comments to TAP for clarification and revision. Following revision, TAP will submit 100% final construction documents with the Project team to the Client for final approval and bidding.
- TAP shall provide construction specifications, as required for all related design elements to meet design requirements. Specifications will be provided in MasterSpec format.

One (1) TAP representative will attend two (2) Client review meetings to coordinate design elements with Project team members, government agency staff, and Owner, as required.

Meetings: Two (2) Client meetings

Deliverables: Architectural construction documents and specifications

Phase 500 – Construction Administration

Construction Administration

Olsson will review Client's Contractor shop drawings and submittals for conformance to construction documents. Olsson will review and submit required requests for information (RFIs), architect's supplemental instructions (ASIs), and potential change orders (PCOs) for conformance to construction documents and completed Project work. All information shall be submitted to Olsson through Client. Olsson shall issue additional instructions to Client's Contractor, as required to interpret approved plans and specifications or to illustrate revisions in the Contractor's work.

Olsson shall provide a total of 40 hours of construction administration services.

Olsson and its subconsultants shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Nor shall Olsson and its subconsultants be responsible for Contractor's failure to perform the Work in accordance with the requirements of the construction documents. These are solely the responsibility of the Contractor.

Installation Observation and Construction Meetings

Olsson shall observe construction for Olsson's construction documents. Olsson will visit the project site for four (4) site observation trips to review construction and attend construction progress meetings. Olsson shall provide a total of three (3) site trips for punch list development and final punch list completion review for Olsson's construction documents. Olsson will coordinate punch list requirements with Client's Contractor, prior to Project substantial completion.

Meetings: Four (4) observation site visits for site/park design; twelve (12) site observations for architectural design; three (3) site visits for punch list development and completion review

Deliverables: Site observation notes, final punch list

ASSUMPTIONS

- Client or Contractor directed revisions to approved schematic, design development, or construction documents will be considered additional services.
- Final construction documents will be prepared based on direction from the Client. Significant site revisions or building modifications after this stage will be considered as additional services.
- Retaining walls will not be required for the Project site grading and construction. If required, top of wall elevations on any proposed retaining walls will be provided. Actual wall design and structural wall design shall be provided by Client's Contractor in the form of shop drawings. Client acknowledges that Olsson is not responsible for structural design of the walls. Any reviews related to the shop drawings are solely related to the location and height of the walls with no review being provided and no liability incurred related to structural design or global stability of the walls.
- Olsson will prepare one set of construction documents for the Project. Separate packages for phasing purposes or alternate bids are not included.
- Public and private utilities are available at Project boundaries, including water, sanitary sewer, storm water, gas, electric, telephone, and cable. Private and off-site public utility extensions are not included with this Scope of Services.

EXCLUSIONS

- Building detailed life-cycle costs and/or energy-use studies
- Energy calculations
- Submittal forms required by authority having jurisdiction
- Environmental services
- Music/sound systems and security/emergency system
- Offsite or onsite public water, storm, or sewer design not specifically mentioned within this Scope of Services
- Rezoning Services

- Permitting or application fees
- Post-construction survey / as-built plans
- Legal exhibits
- Legal descriptions
- Lot split/Lot combination
- Easement exhibits
- Additional legal descriptions and/or new legal descriptions
- Additional design necessitated by change orders and/or construction change directives
- Revisions to procurement or delivery method
- Expenses related to private utility locate services
- Site observation to determine compliance with provisions and recommendations within the SWPPP

ADDITIONAL SERVICES

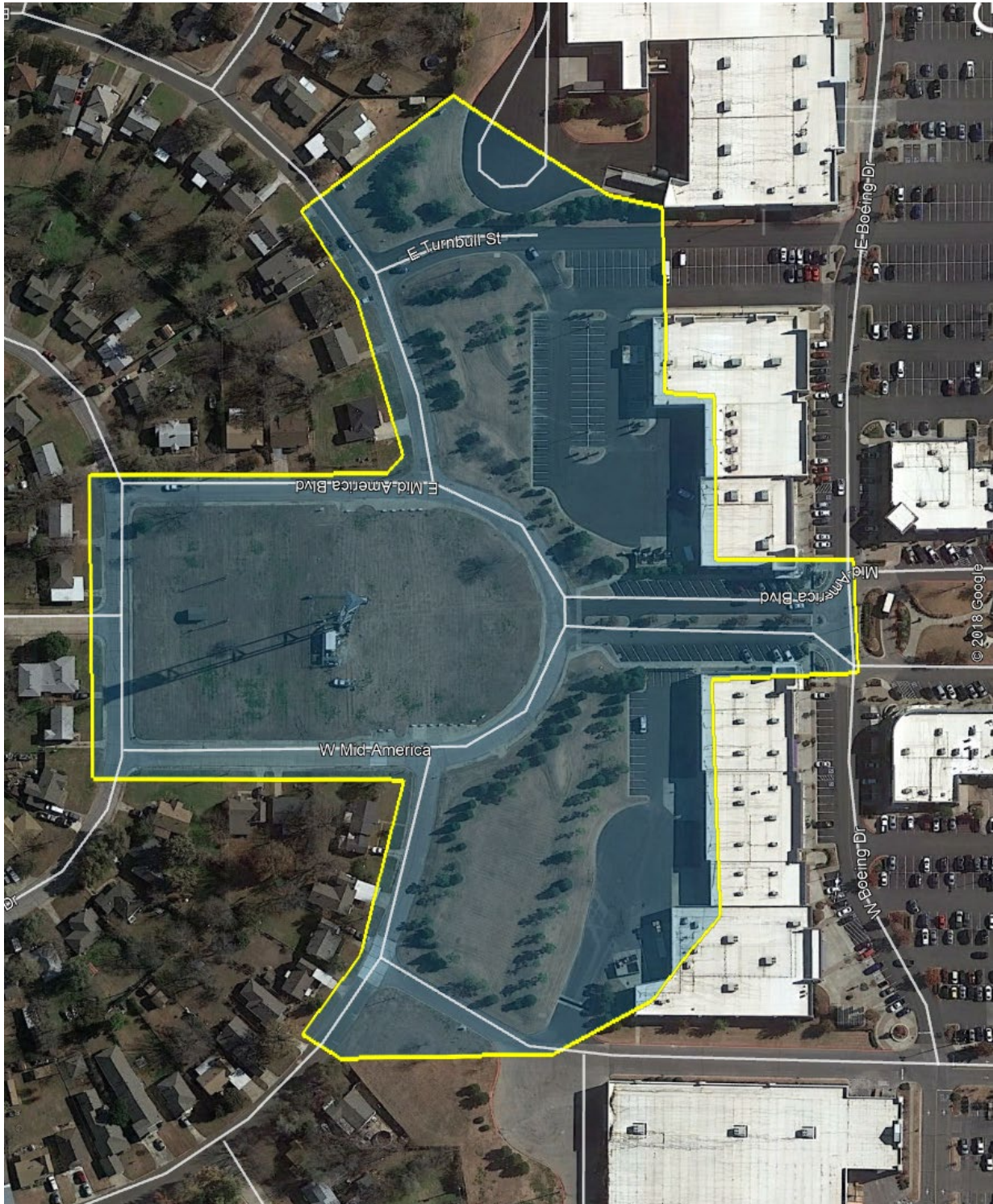
The following items, in addition to any items not specifically listed above are not included in the proposal but can be provided under a supplemental agreement:

- Any service, analysis, design or deliverable beyond those specifically included in the Scope of Services above.
- Meetings and/or site visits beyond those included in the Scope of Services
- Additional Project site evaluations and/or studies
- Telecommunication, CATV, and/or security design services
- Commissioning services
- As-built drawings/ certifications
- Off-site public utility extensions
- LEED design, calculations, documentation, and submittal
- Value engineering

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT B





Boring	Depth	Approximate Coordinates	
B-1	25	35°26'18.65"N	97°24'0.52"W
B-2	25	35°26'16.34"N	97°24'1.09"W
B-3	25	35°26'15.80"N	97°24'0.01"W
P-1	5	35°26'20.91"N	97°24'2.02"W
P-2	5	35°26'20.92"N	97°23'59.05"W
P-3	5	35°26'18.02"N	97°24'1.89"W
P-4	5	35°26'18.01"N	97°23'59.18"W
P-5	5	35°26'17.21"N	97°23'57.21"W
P-6	5	35°26'14.15"N	97°24'0.76"W



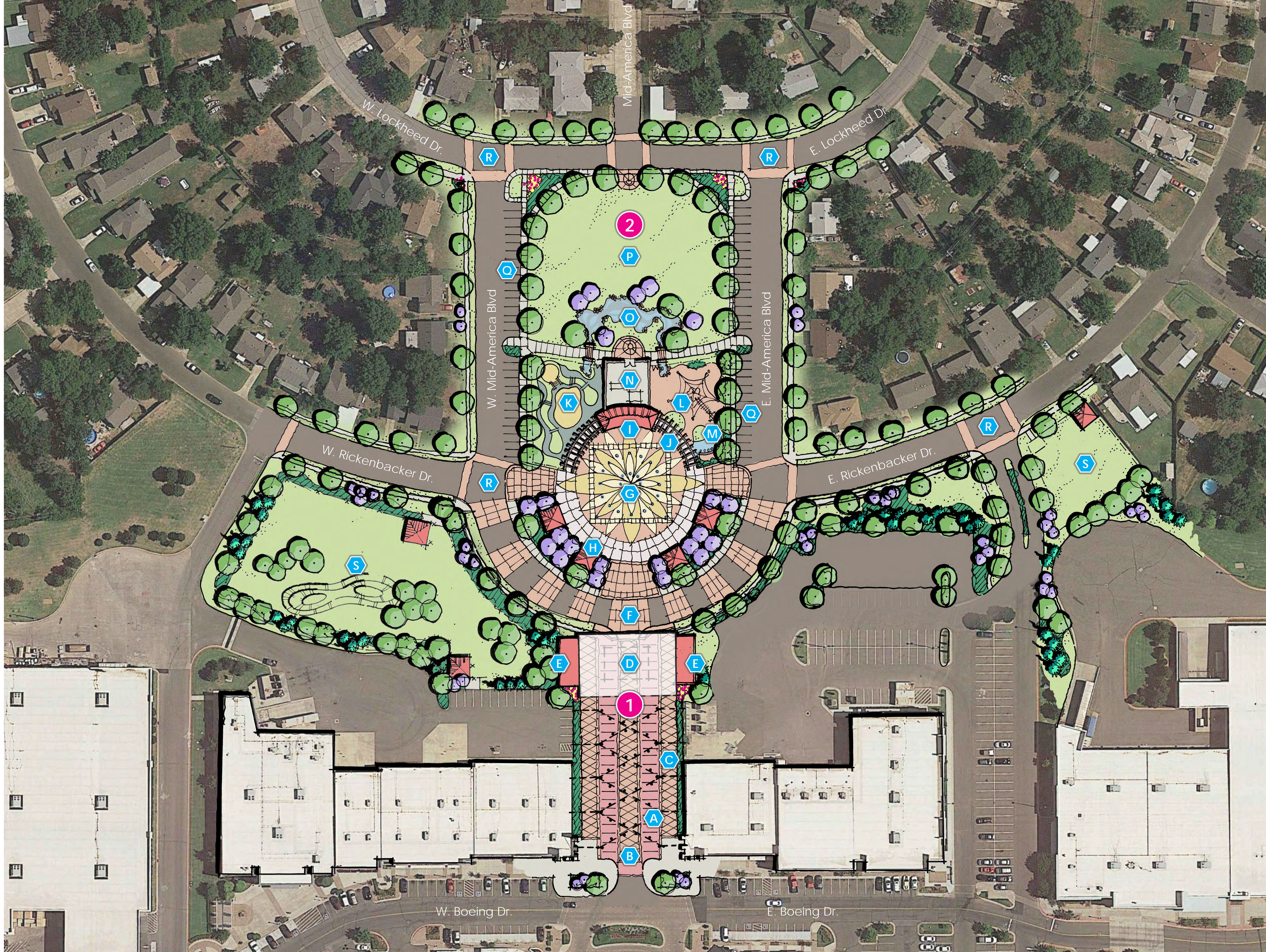
Scale: nts
 Project: TBD
 Approved by: SDR
 Date: 5/28/2019

Boring Location Plan

**City Park
 Midwest City, OK**

Legend:

- 1. Town Center Plaza
 - 2. City Park
-
- A. Overhead String Lights
 - B. Paver Street & Parking
 - C. Paver Pedestrian Way
 - D. Covered Structure
 - E. Restrooms & Storage
 - F. Paver Roadway
 - G. Splash Pad Plaza
 - H. 20' x 20' Park Shelters (4 Total)
 - I. Pavilion Structure
 - J. Arbor Structure
 - K. Toddler Adventure Playground
 - L. Youth Adventure Playground
 - M. Climbing Wall / Feature
 - N. Cell Tower / Clock Tower Enclosure
 - O. Creek Bed Play Zone
 - P. Open Lawn
 - Q. Park Parking
 - R. New Crosswalks
 - S. Dog Park



CITY PARK MASTER PLAN

MIDWEST CITY, OKLAHOMA

Scale: 1:40
0 20 40 80





City Manager

100 N. Midwest Boulevard Midwest
City, OK 73110 office 405.739.1201

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: September 24, 2019

SUBJECT: Discussion and consideration of declaring city vehicle unit 06-00-80, a 2010 Chevrolet Impala police patrol car, VIN number 2G1WD5EM5A1248072, a total loss and surplus to OMAG. (City Manager - T. Lyon)

The 2010 Chevrolet Impala patrol car identified above was involved in an accident. A claim has been filed with Oklahoma Municipal Assurance Group (OMAG). The agreed valuation for the vehicle is \$5,925.00 minus our \$1000.00 deductible for a total of \$4,925.00. OMAG will take the vehicle.

Staff recommends this item be declared a total loss and surplused to OMAG.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 24, 2019

Subject: (PC – 2016) Discussion and consideration of approval of the proposed preliminary plat of Mary Knowlin Estate, described as a part of the SW/4 of Section 8, T11N, R1W, addressed as 2500 Hand Road. This item was tabled at the September 10, 2019 meeting at the request of the applicant.

Executive Summary: This item is a request to subdivide a single parcel into two (2) individual parcels for single family development. The proposed lots have frontage on Hand Road. Each of the proposed lots is over one (1) acre in size. The applicant is requesting a waiver to the requirement for half street and sidewalk improvements as well as a sanitary sewer extension. The City is in the process of installing a water main along the area of request. The applicant did pay the \$75 deposit which will allow one lot to tie onto the new system. An impact fee of \$7000 will be assessed at the time of building permit for the remaining lot. Regarding the waivers to half street and sidewalk improvements, the pre-application meeting for this request was held April 5, 2019, prior to the June 25, 2019 Council meeting in which the Council asked staff to research alternatives such as development fees or a fee in lieu of these requirements. Staff recommends approval of the Mary Knowlin Estate Preliminary Plat.

Dates of Hearing: Planning Commission – August 6, 2019
City Council – September 10, 2019

Council Ward: Ward 6, Jeff Moore

Owner: Boyd Mize

Applicant: Kathy Burley

Surveyor: Allen Henry

Proposed Use: Two (2) single family residential lots

Size:

The area of request has a frontage along Hand Road of approximately 441 ft. and a depth of approximately 304 ft., containing an area of approximately 3.16 acres.

Zoning Districts:

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



Land Use:

Area of Request – one single family residential structure
North, South and West – single family residences
East – vacant

Municipal Code Citation:

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA). Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

38-18.1. Purpose

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of the Subdivision Ordinance.

History:

1. This area has been zoned single-family residential since the adoption of the 1985 zoning code and has never been platted.
2. The Planning Commission recommended approval of this item August 6, 2019.

Engineer's Comments:

Water Supply and Distribution

There is currently no public water service available to the area of request. The City is in the process of extending water along Roefan and Hand Roads to provide service to the area. Connection to the public water supply system for domestic service will be possible when the applicant is ready for water meters.

The new water mains do have an \$7000 impact fee that is required when setting up service. The applicant is aware of the fee and is prepared to pay it to set up their new accounts.

Sanitary Sewer Collection and Disposal

There is currently no public sewer service available to the area of request.

The area residents use individual septic systems to service each property.

The applicant proposes to construct individual systems to service the new lots.

Streets and Sidewalks

Access to the area of request is available from Hand Road. Hand Road is classified as a local street in the 2008 Comprehensive Plan. Hand Road is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with no sidewalk. Hand Road does not current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Hand Road or in the adjacent area.

Current code requires a total half street right-of-way width of twenty-five (25) feet for local roads and presently, Hand Road has twenty-five (25) feet of right-of-way adjacent to the west side of the area of request.

Right of way grants are not required with this application.

Drainage and Flood Control and Sediment Control

Drainage across the area of request is from the west to the east via a secondary drainage channel crossing the property. Water runoff from this area then flows northeast and collects in Choctaw Creek, which makes its way north. Currently, the area of request is developed with a single family residence.

The resident to the south (2700 Hand Road) of the area of request has contacted staff before and asked if a proposed preliminary plat in their area would have any impact on their property. The resident has stated the vegetation in the creek impedes flow and makes water back up onto their property. The applicant will clear this vegetation out of the creek so as to make sure runoff does not pool and back up on the applicant's property nor on 2700 Hand Road.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

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

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and right of way grants for the area of request will be dedicated to the city when the final plat is filed.

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Staff Comments:

The purpose of this preliminary plat is to split the existing 3.16 acre lot into two (2) individual lots for single family residential development. The proposed lots will have frontage along Hand Road. Each lot is over one (1) acre in size.

The dedication of parks and open space is not required with this application as the density is not greater than one unit per net acre. The Midwest City Master Trails Plan does not identify planned trails through the area of request. A Tree Canopy Management Plan is not required as the area of request is less than five (5) acres.

Since this preliminary plat meets the subdivision regulations, staff recommends approval of the preliminary plat of Mary Knowlin Estate subject to these comments.

Action Required: Approve or reject the preliminary plat of Mary Knowlin Estate located on the property as noted herein, subject to the staff comments and found in the September 10, 2019 agenda packet and made a part of PC- 2016 file.



Billy Harless, AICP
Community Development Director
KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : July 19th, 2019

Subject : Engineering staff comments for pc-2016 preliminary plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2016:

Water Supply and Distribution

There is currently no public water service available to the area of request. The City is in the process of extending water along Roefan and Hand Roads to provide service to the area. Connection to the public water supply system for domestic service will be possible when the applicant is ready for water meters.

The new water mains do have an \$7000 impact fee that is required when setting up service. The applicant is aware of the fee and is prepared to pay it to set up their new accounts.

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There is currently no public sewer service available to the area of request.

The area residents use individual septic systems to service each property.

The applicant proposes to construct individual systems to service the new lots.

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Access to the area of request is available from Hand Road. Hand Road is classified as a local street in the 2008 Comprehensive Plan. Hand Road is a two (2) lane, 22-foot wide, uncurbed, asphalt concrete roadway with no sidewalk. Hand Road does not current code requirements for street and sidewalks. As outlined in Municipal Code 38-59, the applicant has requested a waiver to the street and sidewalk improvements as there is no curbing nor sidewalk on Hand Road or in the adjacent area.

Current code requires a total half street right-of-way width of twenty-five (25) feet for local roads and presently, Hand Road has twenty-five (25) feet of right-of-way adjacent to the west side of the area of

request.

Right of way grants are not required with this application.

Drainage and Flood Control and Sediment Control

Drainage across the area of request is from the west to the east via a secondary drainage channel crossing the property. Water runoff from this area then flows northeast and collects in Choctaw Creek, which makes its way north. Currently, the area of request is developed with a single family residence.

The resident to the south (2700 Hand Road) of the area of request has contacted staff before and asked if a proposed preliminary plat in their area would have any impact on their property. The resident has stated the vegetation in the creek impedes flow and makes water back up onto their property. The applicant will clear this vegetation out of the creek so as to make sure runoff does not pool and back up on the applicant's property nor on 2700 Hand Road.

The area of request is not affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate Map (FIRM) number 40109C0330H, dated December 12, 2009.

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

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way

The required easements and right of way grants for the area of request will be dedicated to the city when the final plat is filed.

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2016

PC-2016 is a request for a preliminary plat at 2500 Hand Rd. They are dividing one lot into two for single family residential development. They have requested waivers to the requirements for half street, sidewalk and sewer improvements.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

OWNER'S CERTIFICATE AND DEDICATION

KNOWN ALL MEN BY THESE PRESENTS: THAT MARY KNOWLIN ESTATES ARE THE OWNERS OF ALL THE PROPERTY CONTAINED AND INCLUDED IN THE SW/4, SEC. 8, T11N, R1W, OF THE INDIAN MERIDIAN, OKLA. COUNTY, OKLAHOMA AND HAS CAUSED THE SAID PREMISES TO BE SUREYED AND PLATTED INTO LOTS, BLOCK, STREETS AND EASEMENTS AS SHOWN ON SAID ANNEXED PLAT, WHICH SAID PLAT REPRESENTS A CAREFUL SURVEY OF ALL PROPERTY CONTAINED AND INCLUDED THEREIN AND IS HEREBY ADOPTED AS THE PLAT OF SAID LAND UNDER THE NAME OF MARY KNOWLIN ESTATES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA. THE UNDERSTANDING DOES HEREBY FUTHUR CERTIFY THAT THIS IS THE OWNER OF THE LAND AND THE ONLY COMPANY, CORPORATION, PARTNERSHIP, PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND INCLUDED IN SAID ANNEXED PLAT, EXCEPT AS SET FORTH IN THE BONDED ABSTRACTOR'S CERTIFICATE AND DOES HEREBY DEDICATE ALL STREETS AND UTILITY EASEMENTS SHOWN HEREON TO THE PUBLIC FOR THE USE OF PUBLIC STREETS AND UTILITY EASEMENTS FOR THEIR HEIRS EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS FOREVER AND SHALL CAUSE THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT TITLE IS CLEAR.

DAY OF _____, 2019
ANNEXED PLAT, EXCEPT AS SET FORTH IN THE BONDED ABSTRACTOR'S CERTIFICATE

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

THEREIN SET FORTH.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY AND STATE SHOW THAT TITLE TO THE LAND SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES, AN ADDITION TO THE CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA APPEARS TO BE VESTED IN MARY KNOWLIN ESTATES ON THIS _____ DAY OF _____, 2019. THERE WERE NO ACTIONS PENDING, OR JUDGEMENTS OF ANY NATURE IN ANY COURT, OR ON FILE WITH ANY CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNERS THEREOF, AND THE THAT THE TAXES ARE PAID FOR 2019 AND PRIOR YEARS, AND THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES, TAX DEEDS OUTSIDE THE CHAIN OF TITLE RELIED ON AND IS SUBJECT TO MORTGAGES, EASEMENTS, RIGHT-OF-WAY, OIL AND GAS LEASES AND MINERAL CONVEYANCES OF RECORD.

SECRETARY

PRESIDENT

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SIAD COUNTY AND STATE PERSONALLY APPEARED TO ME KNOWN TO BE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH ON THE _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

I, ALLEN E. HENRY, DO BY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF MARY KNOWLIN ESTATES AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA CONSISTING OF ONE SHEET REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2019. AND ALL MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEET THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYORS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS, AND THE SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

ALLEN E. HENRY, REGISTERED LAND SURVEYOR LS 1335

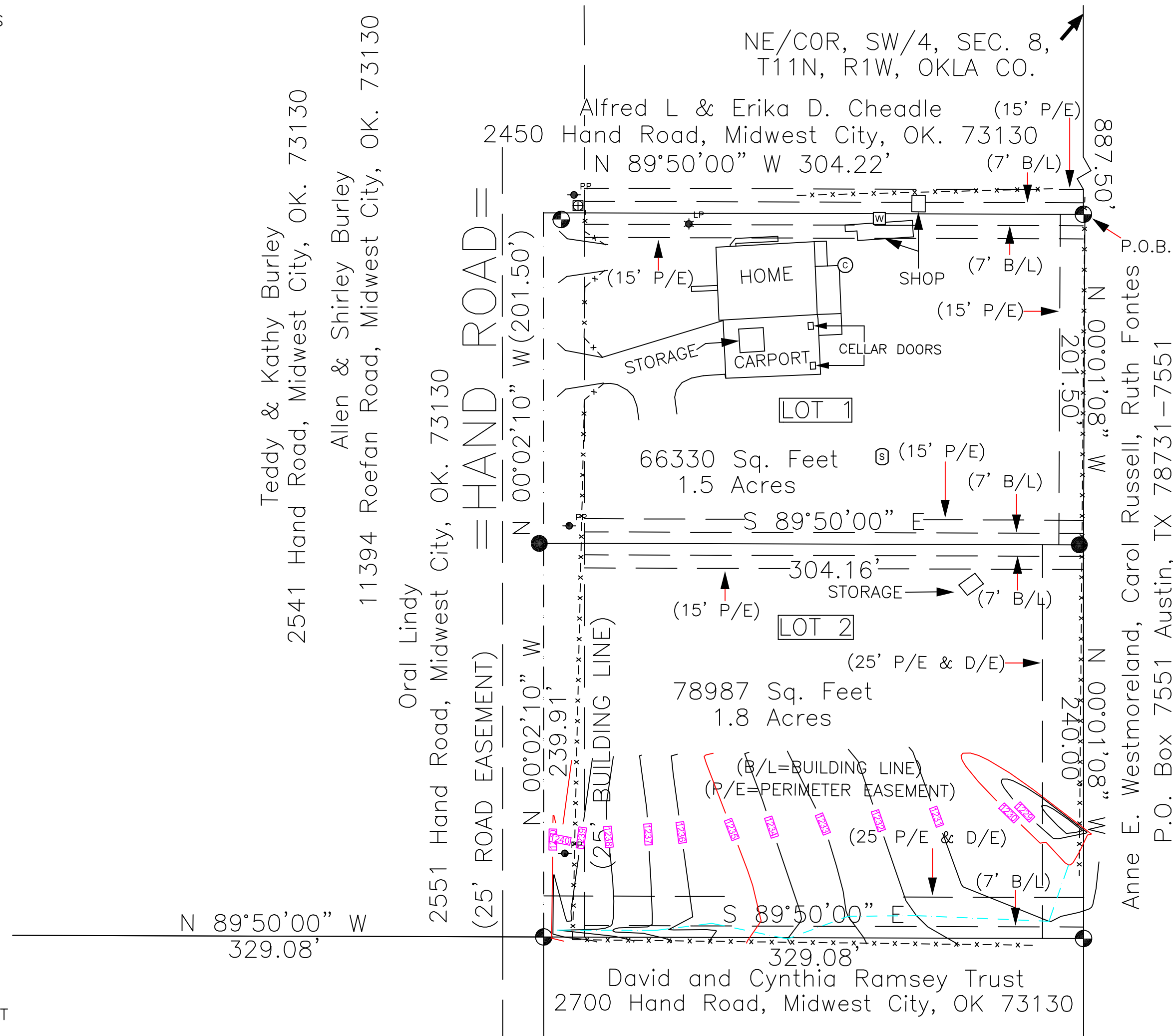
STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SIAD COUNTY AND STATE PERSONALLY APPEARED TO ME KNOWN TO BE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH ON THE _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

PRELIMINARY PLAT
OF
MARY KNOWLIN ESTATE
2500 HAND ROAD, MIDWEST CITY, OKLAHOMA 73130
PART OF THE SW/4, SEC. 8, T11N,
R1W, I.M., OKLAHOMA COUNTY, OKLAHOMA



PARENT LEGAL DESCRIPTION (DEED, BOOK 7557, PAGE 1966 & BOOK 7660, PAGE 536)
I, Allen E. Henry, a Registered Land Surveyor of the State of Oklahoma, do hereby certify that the hereon shown Mortgage Inspection Survey was made on the ground under my supervision of a tract of land being a part of the Southwest Quarter (SW/4) of Section Eight (8), Township 11 North (T11N), Range 1 West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:
Beginning at a point 664.50 feet South from the Northeast Corner of the Southwest Quarter (SW/4) of Section Eight (8); thence West a distance of 329.30 feet to a point; thence South a distance of 664.50 feet to a point; thence East a distance of 329.10 feet to a point; thence North 664.50 feet to the Point of Beginning, Less and Except 25.00 feet wide across the North and West sides thereof reserved for road purposes.
LESS AND EXCEPT
A tract of land being a part of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of Section Eight (8), Township 11 North (T11N), Range 1 West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma being more described as follows:
Beginning at a point which is 664.50 feet South from the Northeast Corner of the Southwest Quarter (SW/4) of Section Eight (8); thence West a distance of 329.30 feet to a point; thence South a distance of 223.00 feet to a point; thence East a distance of 329.24 feet to a point; thence North a distance of 223.00 feet to the Point of Beginning. Less and Except a strip of land 25.00 feet wide across the North and West sides thereof reserved for road purposes. Tract contains 1.38 acres more less.

Allen E. Henry L.S. #1335
CA #3798 - EXPIRES: 6-30-2019

ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL
BE IT RESOLVED BY THE COUNCIL OF MIDWEST CITY, OKLAHOMA THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES ARE HEREBY EXCEPTED.
ACCEPTED BY THE CITY COUNCIL OF MIDWEST CITY, OKLAHOMA, THIS _____ DAY OF _____, 2019.

MAYOR

CERTIFICATE OF COUNTY TREASURE
I, _____, HEREBY CERTIFY THAT I AM THE DULY ELECTED QUALIFIED AND ACTING COUNTY TREASURE OF OKLAHOMA COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES PAID FOR ALL YEAR 2019 AND ALL PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA.
IN WITNESS WHEREOF, SAID COUNTY TREASURE HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 2019.

COUNTY TREASURE

CERTIFICATE OF CITY CLERK
I, _____, CITY CLERK OF MIDWEST CITY, OKLAHOMA HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT OF MARY KNOWLIN ESTATES, THIS _____ DAY OF _____, 2019.

CITY CLERK

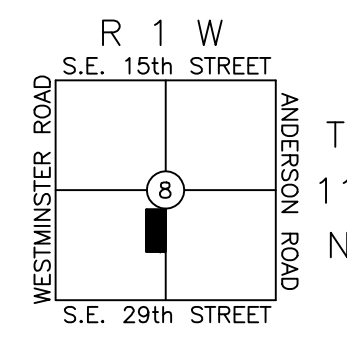
CITY PLANNING COMMISSION APPROVAL
I, _____, SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF OKLAHOMA CITY, OKLAHOMA DO HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION DULY APPROVED IN THE ANNEXED PLAT OF MARY KNOWLIN ESTATES AN ADDITION TO MIDWEST CITY, OKLAHOMA, AT A MEETING HELD ON THE _____ DAY OF _____, 2019.

SECRETARY

LEGEND

- x - x - x - x - FENCE
- OP - OP - OP - OP - POWER LINE
- W WATER WELL
- PP POWER POLE
- LP LIGHT POLE
- ☐ PHONE SERVICE
- E ELECTRIC BOX
- S SEWER SEPTIC
- C CLEAN OUT
- SET IRON PIN
- FOUND IRON PIN

SCALE: 1"=60'



OWNERS:
MARY K. KNOWLIN TRUST
2500 HAND ROAD
MIDWEST CITY, OK. 73150
PHONE;

NOTES:
PROPERTY CURRENTLY DOES NOT
HAVE USE OF CITY WATER OR
CITY SEWER SERVICES

PRELIMINARY PLAT TO SERVE		
MARY KNOWLIN ESTATE S&H-4489		
This Plat of Survey meets the minimum standards established State statute 59 O.S. 471.1 and Chapter 245:15-1-3 of the rules of the Board of Licensure for Professional Engineers and Land Surveyors.		
BASIS OF BEARING:		GIRD NORTH
LAST SITE VISIT:		04/03/2018
STOUT & HENRY SURVEYING, INC. 5001 S. BERRYMAN RD. OKLA. CITY, OKLAHOMA 73150	C.A. #3798 exp. 6/30/2019 PHONE (405) 741-1675 FAX (405) 741-1687	
DATE: 06-28-2019 DRAWN BY: LDJ	SCALE: 1"=60'	SHEET NO. 1 OF 1
SURVEYOR: _____ ALLEN E. HENRY L.S. #1335		

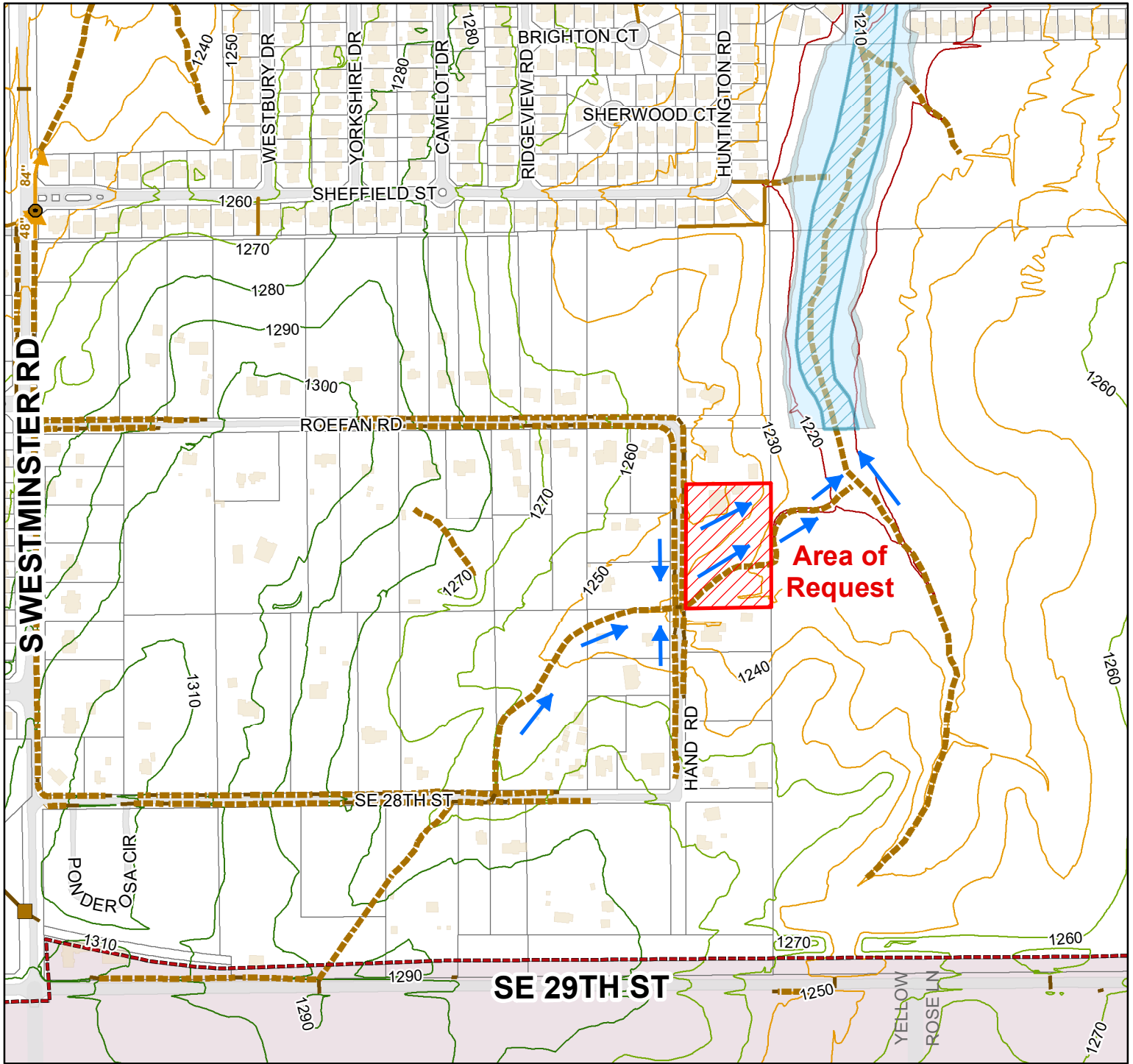
June 28, 2019

Request Wavier

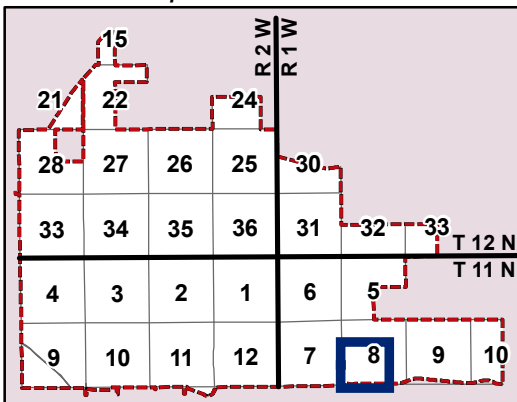
**RE: Boyd Mize
2500 Hand Road
Midwest City, OK. 73130**

This is a request a wavier for the Half Street, sidewalk and sewer extensions on behalf of Boyd Mize, I Kathy Burley are requesting these extension requirements.


Kathy Burley



Locator Map



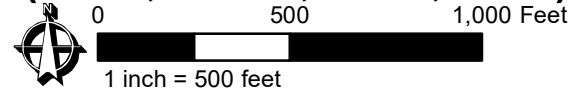
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

2009 FEMA Floodplains

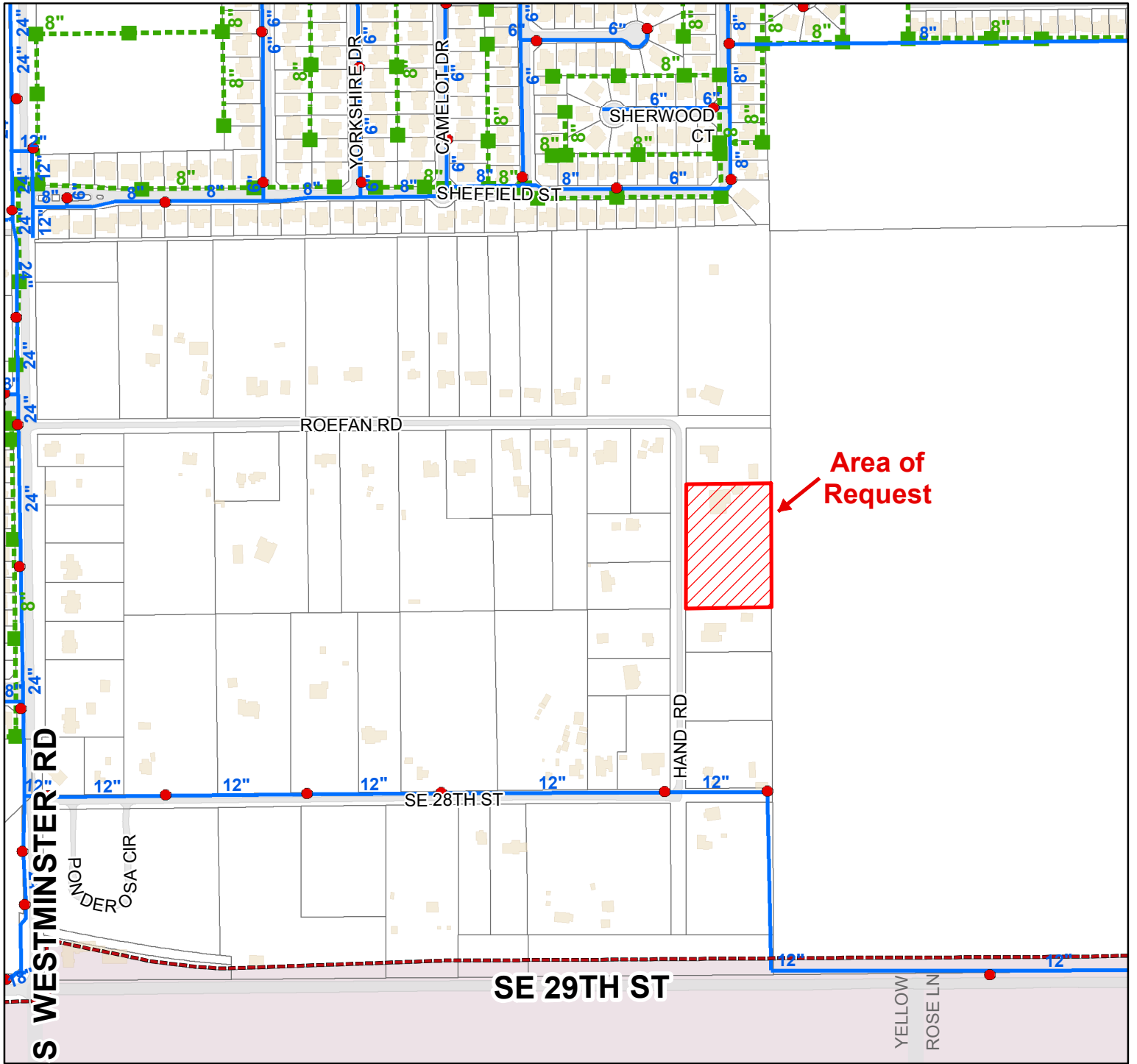
- 500-yr floodplain
- 100-yr floodplain
- 2009 FEMA Floodway

**DRAINAGE
LOCATION MAP FOR
PC-2016**

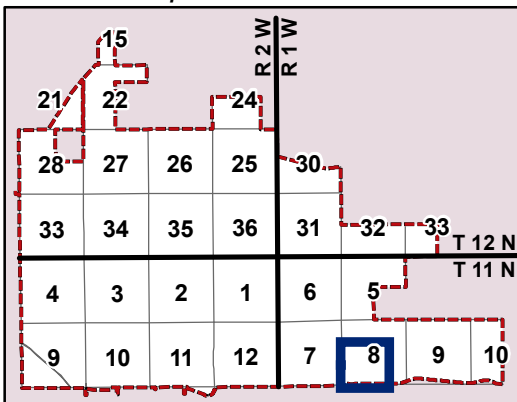
(SW/4, Sec. 8, T11N, R1W)



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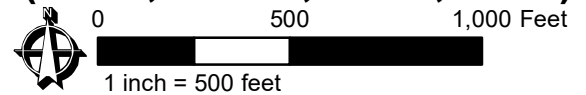
Locator Map



Water/Sewer Legend

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

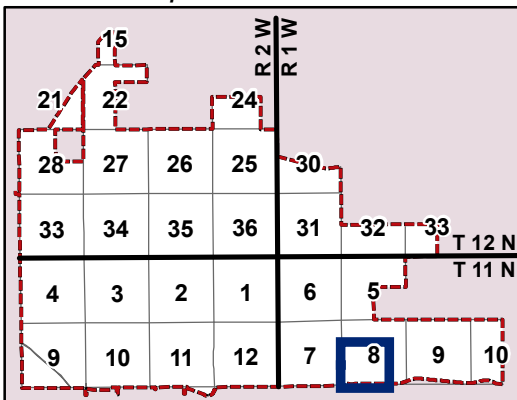
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2016
(SW/4, Sec. 8, T11N, R1W)**



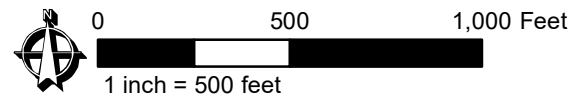
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Locator Map



**2019 NEARMAP AERIAL VIEW FOR
PC-2016
(SW/4, Sec. 8, T11N, R1W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 24, 2019

Subject: (PC – 2017) Discussion and consideration of approval of the Replat of a part of Lot 5, Block 1 of the Harper Addition, described as a part of the NW/4 of Section 31, T12N, R1W and addressed as 10301 NE 7th Street.

Executive Summary

This is a request to divide one (1) existing lot into four (4) lots for residential development. The area of request is platted as a part of Lot 5, Block 1 of the Harper Addition. The proposed replat shows Lots 5A, 5B, 5C and 5D. All proposed lots meet the minimum standards regarding lot size. If approved, the home built on each lot must meet the minimum house size, exterior construction materials and setbacks listed in the Zoning Ordinance. The area of request is located directly across the street from a lot previously replatted by the applicant under PC-1957 approved July 24, 2018. This replat was approved after the applicant's Capital Improvements request for a water line to serve the area was approved. This water line has been installed with Capital Improvement funds and is available to both the lot replatted in 2018 and the area of request. The pre-application meeting for this replat was held on July 2, 2019 and was the first subdivision pre-application meeting following the June 25, 2019 City Council meeting in which the Council asked staff to research alternatives to the requests for waivers to required public improvements. Staff listed in the pre-application meeting notes that "City Council has asked staff to research a fee in lieu/impact fee for ½ street and sidewalks when waivers are requested. No impact fee/fee in lieu has been approved at this time (7/2/19) but may be in place in the near future." The applicant has requested a waiver to these requirements. Approval of this replat is at the discretion of the Planning Commission. Per Council half street improvements and sidewalks should be installed or the applicant may request to pay a fee comparable to the cost of the improvements in lieu. Staff asked that the applicant's surveyor provide an engineer's estimate of the cost of the requirements. The applicant's engineer provided an estimate of \$20,000 to cover the cost of the half street and sidewalk improvements. The City Engineer also completed a cost estimate of the requirements. That estimate totaled \$55,522.89 (see attached).

Dates of Hearing: Planning Commission – September 3, 2019

City Council – September 24, 2019

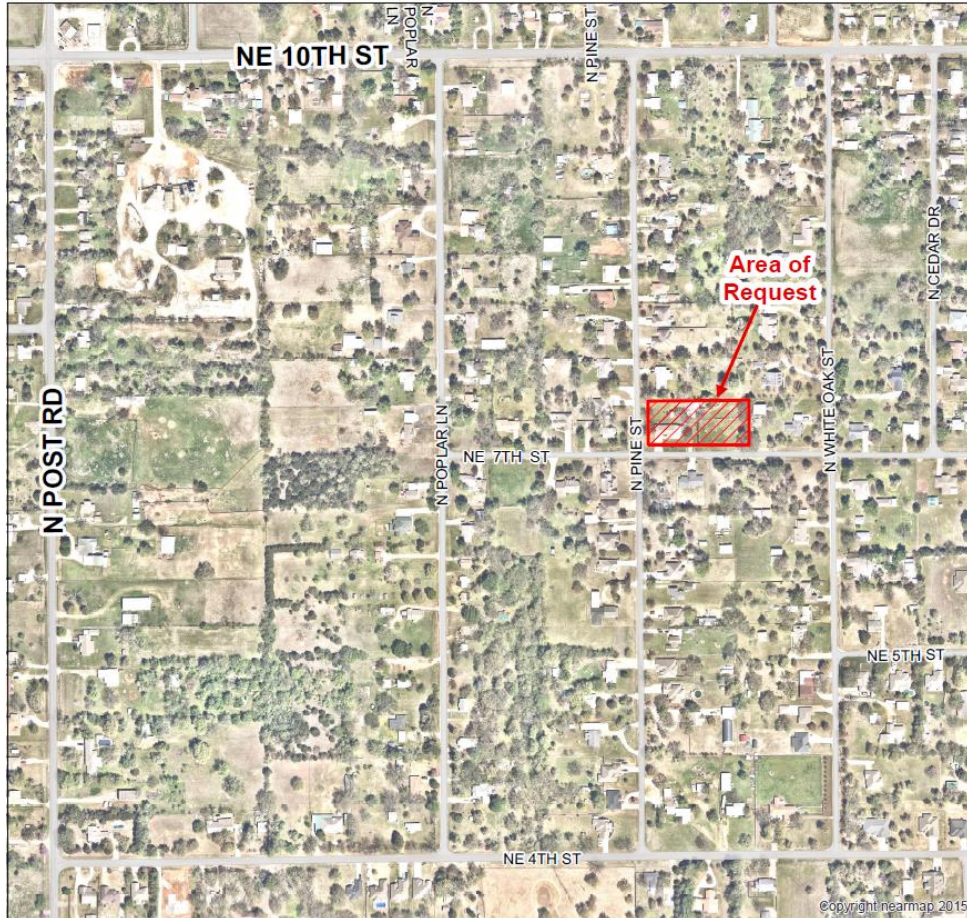
Council Ward: Ward 3, Councilmember Espaniola Bowen

Owner/Applicant: LEX LLC, Jeff Moore

Proposed Use: four (4) lots for single family homes

Size:

The area of request has a frontage along NE 7th Street of approximately 330 ft. and a depth of approximately 150 ft. along N. Pine Street, containing an area of approximately 1.14 acres.



Development Proposed by Comprehensive Plan:

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

Zoning Districts:

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

Land Use:

Area of Request – one single family residence



North, South, East and West – single family residences



Comprehensive Plan Citation:

Single-Family Detached Land Use

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

Municipal Code Citation:

38-21.1. Purpose

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

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

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

History:

1. The Plat of the Harper Addition was approved in 1933.
2. The original Lot 5, Block 1 of the Harper Addition has since been split. This is why this replat is for a part of Lot 5, Block 1.

3. The Planning Commission recommended approval of this item and took no action on the requested waivers at the September 3, 2019 Planning Commission meeting.

Engineer's Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the south side of N.E. 7th Street in the street right-of-way extending along the south side of the area of request. A six (6) inch public water main is located on the west side of North Pine Street in the street right-of-way extending along the west side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the north side of N.E. 7th Street in the street right-of-way extending along the south side of the area of request. An eight (8) inch public sewer main is located on the east side of North Pine Street in the street right-of-way extending along the west side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from N.E. 7th Street and North Pine Street. N.E. 7th Street and North Pine Street are classified as local roads in the 2008 Comprehensive Plan. N.E. 7th Street and North Pine Street are two (2) lane, uncurbed, asphalt concrete roadways. Current code requires a half street right-of-way width of twenty-five (25) feet from their centerlines and presently, N.E. 7th Street and North Pine Street have thirty (30) feet of right-of-way adjacent to and parallel to the of the area of request.

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

N.E. 7th Street and North Pine Street do not meet current code requirements for local roads and do not have sidewalks along the frontage of the area of request. Therefore, and as outlined in Municipal Code 38-59, the applicant has requested a waiver to the paving and sidewalk improvements along N.E. 7th Street and North Pine Street.

Action Required: Approve or reject the waiving of the public improvement requirements or require the payment of their installation costs prior to the application for a final plat. The estimated cost of the improvements, submitted by the applicant's consultant engineer, is \$20,000. This was provided as total project cost, not as a detailed estimate as requested during the pre-application meeting. Using recent ODOT project costs, staff puts the cost of the improvements at \$55,000.

Drainage and Flood Control, Wetlands and Sediment Control

The area of request is developed with a single family residence. It slopes from the north west to the south east draining onto N.E. 7th Street. The bar ditches drain east down to the bar ditches constructed along Westminster Road. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15.

Planning Comments:

The Replat of part of Lot 5, Block 1 of the Harper Addition will allow the owner to divide the existing lot into four (4) lots. Each lot is intended for one single family residence.

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

During the June 25, 2019 City Council meeting, there was discussion regarding the number of applicants requesting waivers to half street and sidewalk improvements. Councilmembers asked staff to research options such as a fee in lieu of installing the improvements or an impact fee.

The applicant has submitted a request to waive the half street and sidewalk improvements for this replat. Regarding Major Subdivision Waivers, the Subdivision Regulations state: 38-59.3 (B) A Major Subdivision Waiver can only be approved by the Planning Commission with a 5/7 vote of the membership present.

- (1) Appeal to the City Council of a Major Subdivision Waiver Decision – An appeal of the Major Subdivision Waiver may be considered by the City Council.

With this information, the Council may approve the requested waivers or deny the requested waivers, require the applicant to install the required public improvements or recommend that the applicant pay a fee comparable to the cost of the improvements in lieu of constructing the improvements.

Staff requested from the applicant's surveyor the week of August 12 and on August 19 that cost estimates for the required public improvements be submitted for review by engineering staff. Staff received an email from the applicant's engineer on August 22 stating that the estimated cost of half street and sidewalk improvements is \$20,000. The City Engineer's itemized estimate for the required improvements totaled \$55,522.89 which is significantly more than the estimate provided by the applicant's engineer. This is the fee that should be paid in lieu of the required improvements.

Approval of the Replat of a part of Lot 5, Block 1 of the Harper Addition is at the discretion of the City Council. Staff recommends that the applicant be required to install the half street and sidewalk improvements or pay a fee in lieu of the required improvements.

Action Required: Approve or reject the Replat of a part of Lot 5, Block 1 of the Harper Addition located on the property as noted herein, subject to the staff comments and found in the September 3, 2019 agenda packet and made a part of PC-2017 file.

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

Billy Harless, AICP
Community Development Director
KG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : August 20th, 2019

Subject : Engineering staff comments for pc-2017 replat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2017:

Water Supply and Distribution

A six (6) inch public water main is located on the south side of N.E. 7th Street in the street right-of-way extending along the south side of the area of request. A six (6) inch public water main is located on the west side of North Pine Street in the street right-of-way extending along the west side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the north side of N.E. 7th Street in the street right-of-way extending along the south side of the area of request. An eight (8) inch public sewer main is located on the east side of North Pine Street in the street right-of-way extending along the west side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from N.E. 7th Street and North Pine Street. N.E. 7th Street and North Pine Street are classified as local roads in the 2008 Comprehensive Plan. N.E. 7th Street and North Pine Street are two (2) lane, uncurbed, asphalt concrete roadways. Current code requires a half street right-of-way width of twenty-five (25) feet from their centerlines and presently, N.E. 7th Street and North Pine Street have thirty (30) feet of right-of-way adjacent to and parallel to the of the area of request.

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

N.E. 7th Street and North Pine Street do not meet current code requirements for local roads and do not have sidewalks along the frontage of the area of request. Therefore, and as outlined in

Municipal Code 38-59, the applicant has requested a waiver to the paving and sidewalk improvements along N.E. 7th Street and North Pine Street.

Action Required: Approve or reject the waiving of the public improvement requirements or require the payment of their installation costs prior to the application for a final plat. The estimated cost of the improvements, submitted by the applicant's consultant engineer, is \$20,000. This was provided as total project cost, not as a detailed estimate as requested during the pre-application meeting. Using recent ODOT project costs, staff puts the cost of the improvements at \$55,000.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with a single family residence. It slopes from the north west to the south east draining onto N.E. 7th Street. The bar ditches drain east down to the bar ditches constructed along Westminster Road. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2017

PC-2017 is a request to replat a lot in the Harper Addition from one lot into 4 lots for single family residential development. The address is 10301 NE 7th. All of the proposed lots meet minimum requirements.

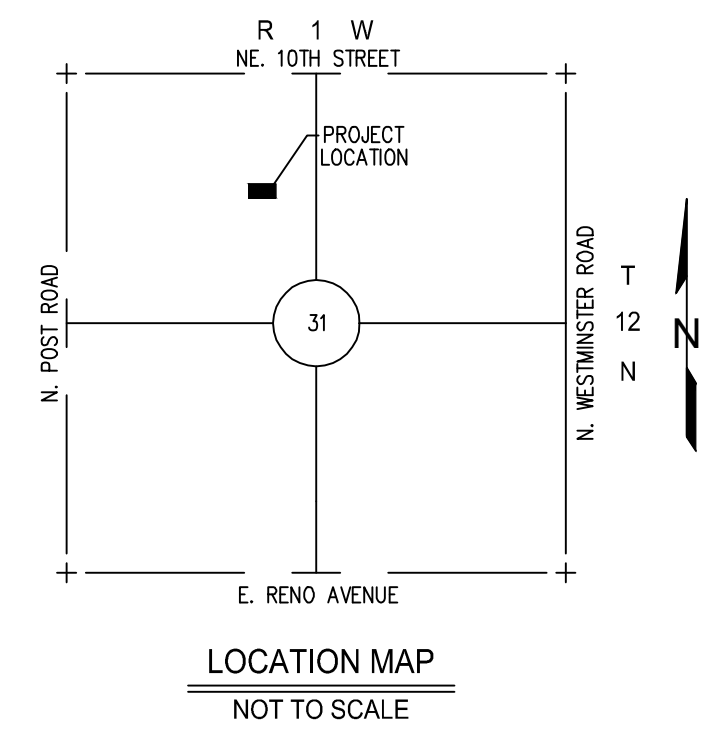
- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

HARPER ADDITION

a replat of a part of Lot 5, Block 1

HARPER ADDITION to Midwest City, Oklahoma County, Oklahoma



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Moore & Co. Inc, hereby certifies that it is the owner of a portion of the land shown on the HARPER ADDITION, a replat of part of Lot 5, Block 1, an addition to The City of Midwest City, Oklahoma County, Oklahoma. That it has caused the same to be surveyed and platted into lots, blocks, streets and easements, as shown on said annexed plat, which said annexed plat represents a correct survey of all property included, therein, under the name of HARPER ADDITION, a replat of part of Lot 5, Block 1, an addition to the City of Midwest City, Oklahoma County, Oklahoma.

It further certifies that it is the owner of a portion of land included in the above mentioned plat, and it does, hereby, dedicate all streets and easements as shown on said annexed plat to the public for use as public streets, and drainage and utility easements for their heirs, executors, administrators, successors and assigns forever and shall cause the same to be released from all encumbrances so that title is clear.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 20____.

MANAGER
Jeff Moore

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who subscribed, as _____, and duly acknowledged to me that he executed the same as the free and voluntary act and deed of himself and as the free and voluntary act and deed of said company.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LAND SURVEYOR'S CERTIFICATE

I, TROY DEE, do hereby certify that I am a REGISTERED PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown on the _____ day of _____, 2019.

I further certify that said annexed plat complies with Requirements of Senate Bill 377, Section 518 as amended and that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors

Troy Dee
TROY DEE, P.L.S. 1745

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared TROY DEE, to me known to be the identical person who executed the above instrument and acknowledged to me that she executed the same as her free and voluntary act and deed. Given under my hand and seal this _____ day of _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEGAL DESCRIPTION

The West 330.00 Feet of Lot One (5), in Block Five (1), of HARPER ADDITION, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Said tract contains 49,499 Square Feet or 1.1363 Acres, more or less.

BONDED ABTRACTOR'S CERTIFICATE

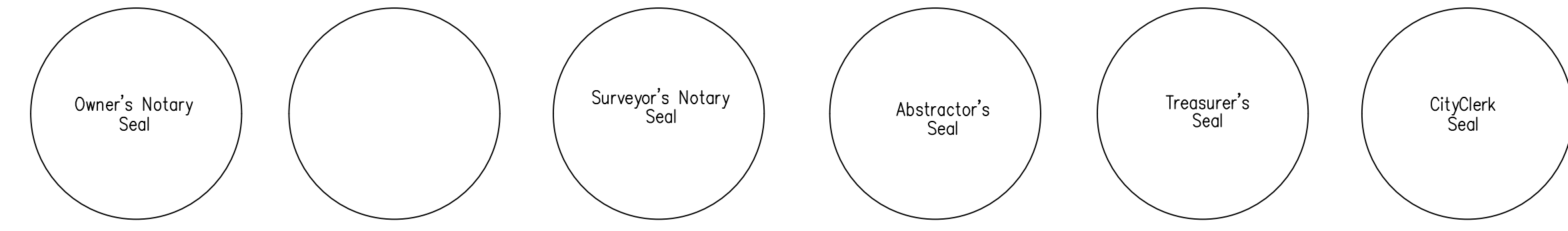
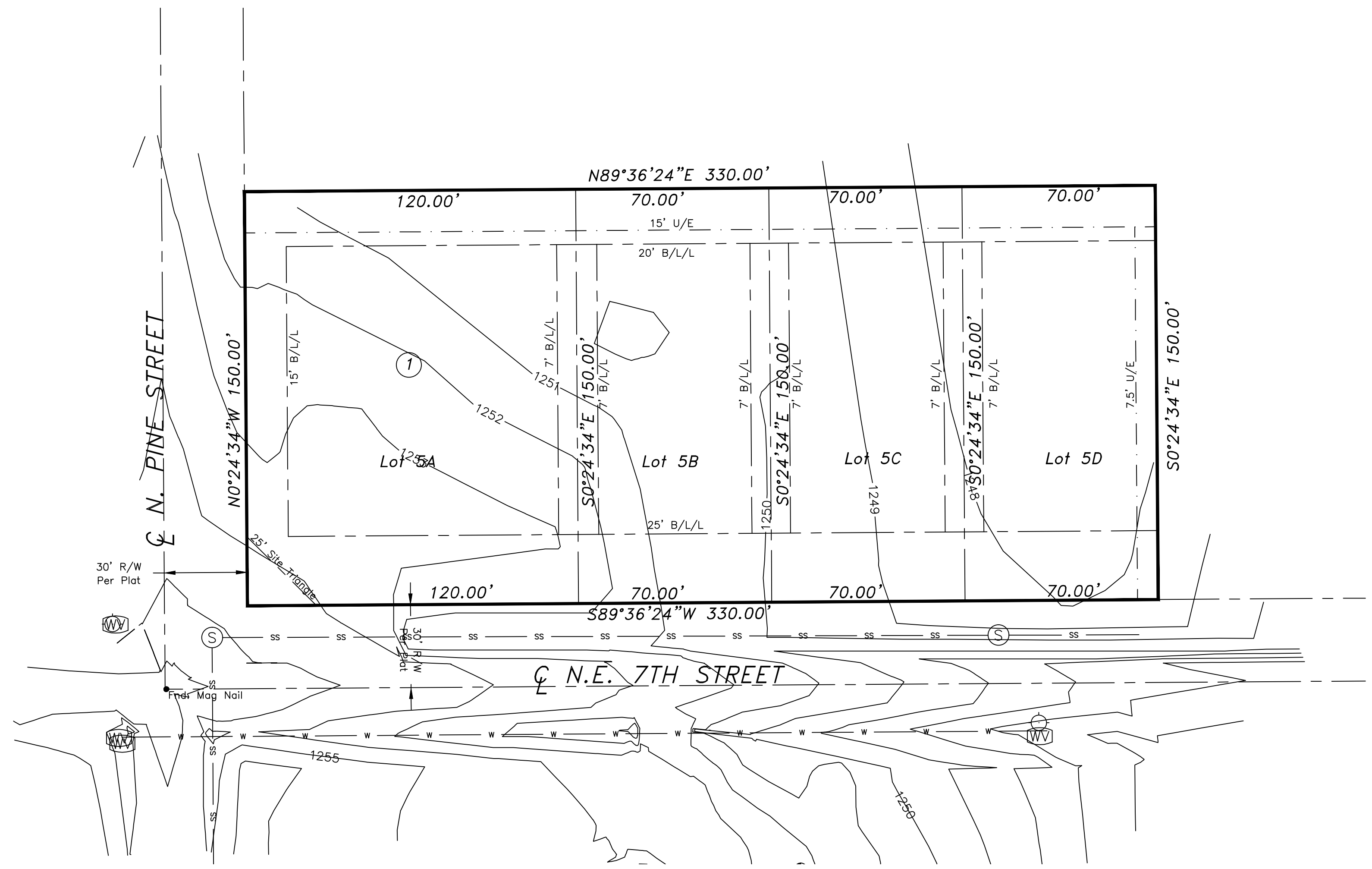
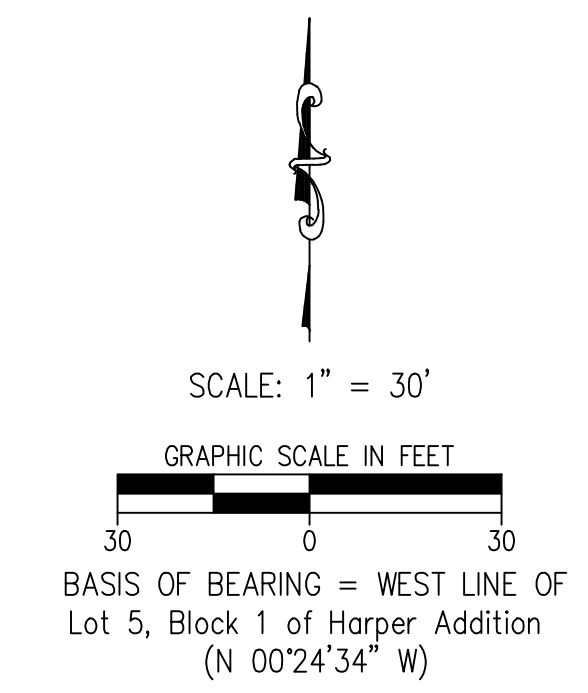
The undersigned, a duly qualified and lawfully bonded abstractor of titles, in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said county show that the title to the land on this annexed plat is vested as shown hereon, and that there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said county and state against said land, or the owner thereof, and that the taxes are paid for the year 20____ and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any person, that there are no liens, mortgages, or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted

In witness whereof said bonded abstractor has caused this instrument to be executed this _____ day of _____, 20____.

Abstract Company

Secretary

Title



ACCEPTANCE OF DEDICATION BY THE CITY COUNCIL

Be it resolved by the council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted. Adopted by the Council of City of Midwest City, Oklahoma on this _____ day of _____, 20____.

ATTEST:
CITY CLERK _____ MAYOR _____

COUNTY TREASURER'S CERTIFICATE

I, _____ do hereby certify that I am the duly elected, qualified and acting County Treasurer of the City of Midwest City, State of Oklahoma, that the tax records of said county show all taxes are paid for the year 20____ and prior years on the annexed plat.

In witness whereof, said county treasurer has caused this instrument to be executed at the City of Midwest City, Oklahoma, this _____ day of _____, 20____.

COUNTY TREASURER

CERTIFICATE OF CITY CLERK

I, _____ City Clerk of the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that I have examined the records of said city and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, 20____.

CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

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

Adopted by the Council of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

Approved by the Council of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Midwest City, County of Oklahoma, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on this _____ day of _____, 20____.

CHAIRMAN

NOTES

1. THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
2. CENTERLINE OF RIGHT-OF-WAY MONUMENTS SHALL BE AS FOLLOWS:
MAGNETIC NAIL WITH WASHER STAMPED "GOLDEN CA7263"
3. PROPERTY CORNER MONUMENTS SHALL BE:
3/8" IRON ROD WITH A PLASTIC CAP STAMPED "GOLDEN CA7263"

AMMENDED PLAT

Golden Land Surveying
920 N.W. 139th St. Pkwy, Oklahoma City, Oklahoma 73013
C.A.# 7263 / Exp. Date = 6/30/2020
Telephone: (405) 802-7883 Job No: 19299
troy@goldens.com

From: Ward 6 <ward6@midwestcityok.org>
To: Kellie Gilles; Jeff Moore
Date: 8/7/2019 6:42 PM
Subject: Re: Harper Addition Replat

Kellie, On the harper re-plat I would like to request a waiver on half street and sidewalk improvements. This has not been a requirement in the past and I don't believe it has been voted on per city Council so hopefully this is something that we will have a chance to talk further on in some future city Council meetings. Thanks, Jeff Moore

Sent from my iPad

> On Aug 7, 2019, at 1:13 PM, Kellie Gilles <KGilles@midwestcityok.org> wrote:
>
> planning on installing the required half street and sidewalk improvements or if you were going to request a waiver.

City Engineer's Estimate

Detailed Cost Estimate, Half Street Improvement and 4' Sidewalk

Length of Improvement	450
Width of widening	4

Pay Item	Description	Unit	QTY	Unit Price *		Note
1 202(H) 0185	Earthwork	LS	1	\$ 5,000.00	\$ 5,000.00	estimate by engineer
2 221(C)2801	Temporary Silt Fence	LF	150	\$ 2.53	\$ 379.50	1/3 of project length
3 230(A)2806	Solid Slab Sodding	SY	200	\$ 2.41	\$ 482.00	typical of sidewalk and curb projects
4 303(A) 2100	Aggregate Base, Type "A"	CY	33	\$ 43.06	\$ 1,435.33	6" of widened road according to MWC std
5 411(B) 5945	Superpave, Type S3 (PG 64-22 OK)	TON	56	\$ 67.38	\$ 3,773.28	5" of widened road according to MWC std
6 411(C) 5955	Superpave, Type S4 (PG 70-28 OK)	TON	73	\$ 80.17	\$ 5,836.38	2" top cap of entire 1/2 street width, MWC std
7 609(B) 1513	1'-8" Comb. Curb & Gutter (6" Barrier)	LF	450	\$ 19.43	\$ 8,743.50	length of project
8 610(A)0602	4" Concrete Sidewalk	SY	200	\$ 54.75	\$ 10,950.00	4' sidewalk length of project
9 619(C)0924	Sawing Pavement	LF	450	\$ 3.10	\$ 1,395.00	saw cut old asphalt to establish clean edge
10 805(D) 8756	Remove and Reset Existing Signs	EA	2	\$ 186.22	\$ 372.44	
11 880(J) 8905	Construction Traffic Control	LS	1	\$ 5,000.00	\$ 5,000.00	estimate by engineer
12 641 1552	Mobilization	LS	1	\$ 5,806.90	\$ 5,806.90	typical 13% of construction cost
13 642(B)0096	Construction Staking Level II	LS	1	\$ 1,301.02	\$ 1,301.02	typical 3% of construction cost

Subtotal \$ 50,475.35
 Contingency \$ 5,047.54
 Total \$ 55,522.89

* Price from ODOT average price <http://www.okladot.state.ok.us/contracts/avgprices/index.php> July 10, 2019

>>> Jon Doyle <jdoyle@cedarcreekinc.com> 8/29/2019 2:59 PM >>>

Itemized Cost Estimate:

Concrete sidewalk	183 SY \$ 10200
Concrete Paving	73 SY \$ 5000
Subgrade	256 SY \$ 4000
Total	\$ 19200

Applicants
Engineer's
Estimate

JON DOYLE, PE

405.650.5207

jdoyle@cedarcreekinc.com

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fcedarcreekinc.com&c=E,1,nC5773Lp_7H2kGJdB82UCx6xpMSaDXeIS7MJ4d7reV1__M2Ut8R0tAqE2bRU6YjgXnf0FzQU7Idq-MtRbzB1N1gqxHvuorcu5t_5fEDnR-4FKhIopggxLNLr1Qvb&typo=1

-----Original Message-----

From: Jon Doyle

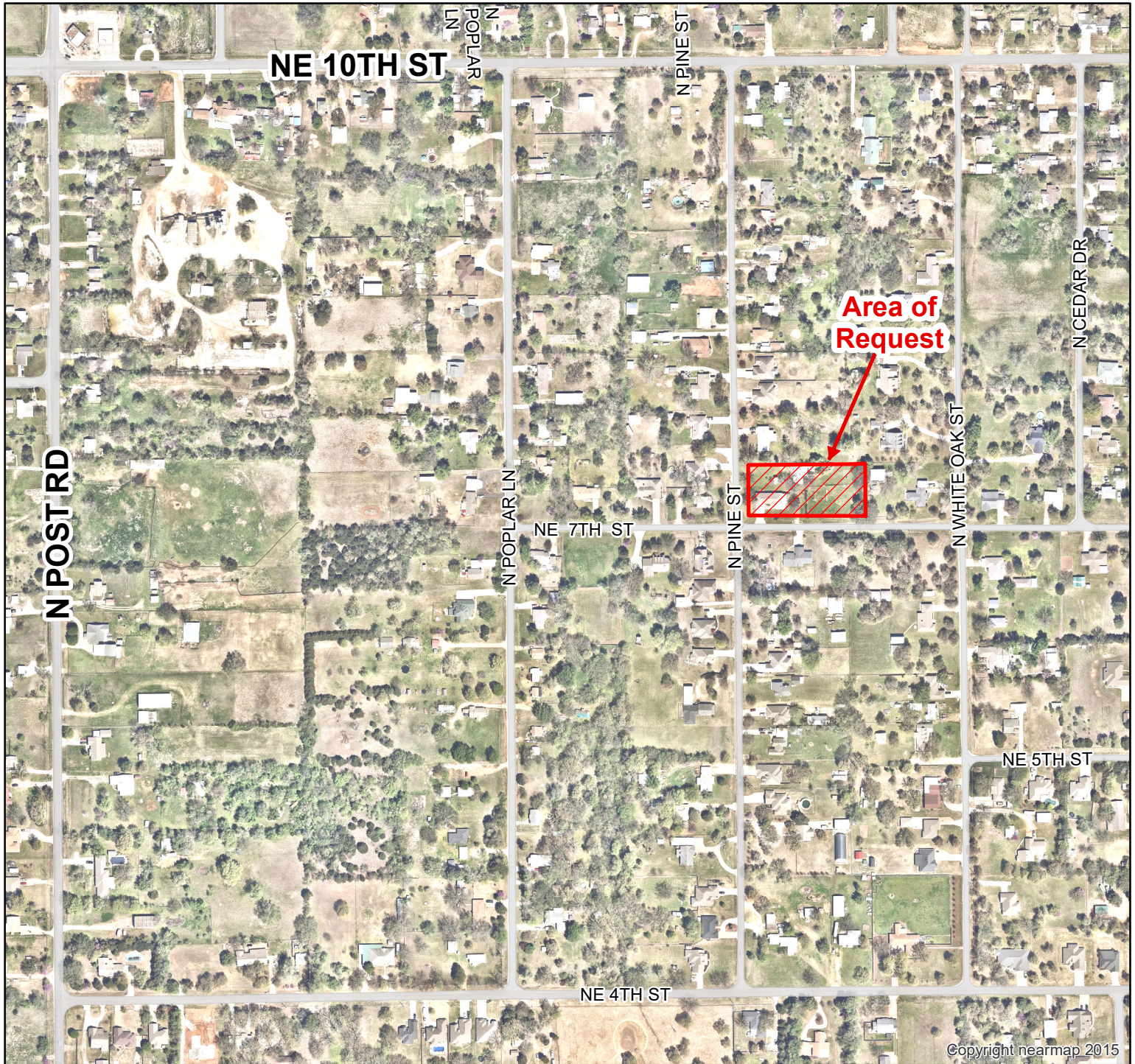
Sent: Thursday, August 22, 2019 4:00 PM

To: 'Patrick Menefee' <PMenefee@MidwestCityOK.org>

Subject: RE: Harper Preliminary Plat

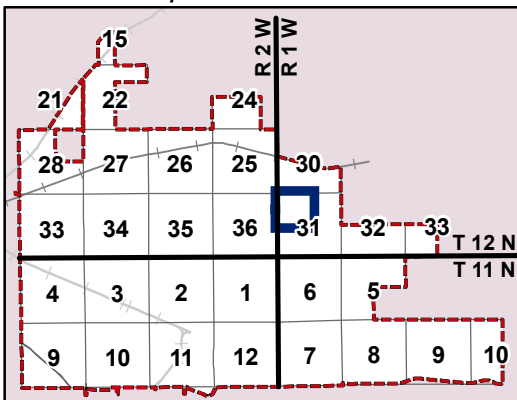
Hi Patrick,

For 330 feet of street and sidewalk, I'm getting a little more than \$20,000. Let me know if you need anything else. Thanks.

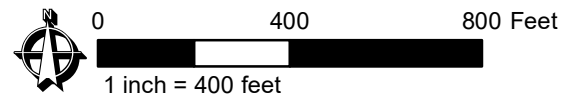


Copyright nearmap 2015

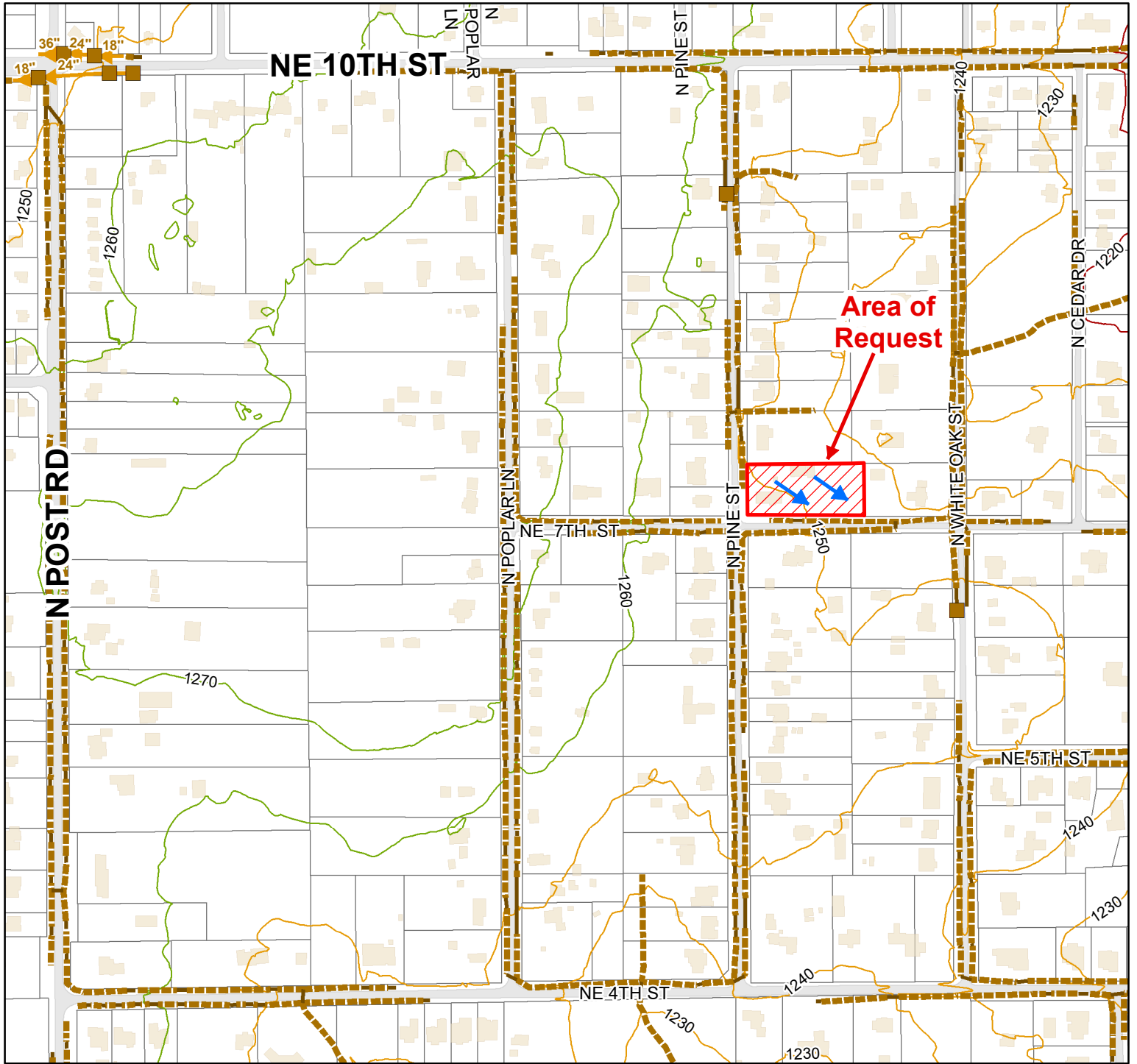
Locator Map



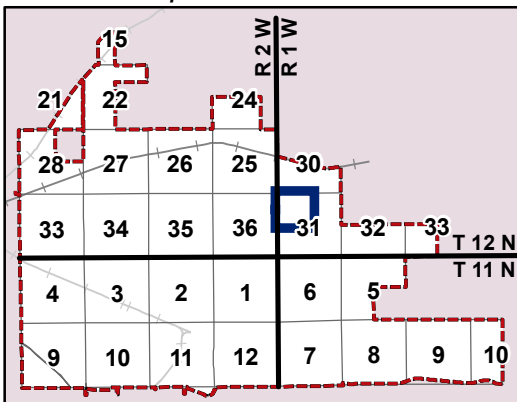
**2019 NEARMAP AERIAL VIEW FOR
PC-2017
(NW/4, Sec. 31, T12N, R1W)**



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Locator Map



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

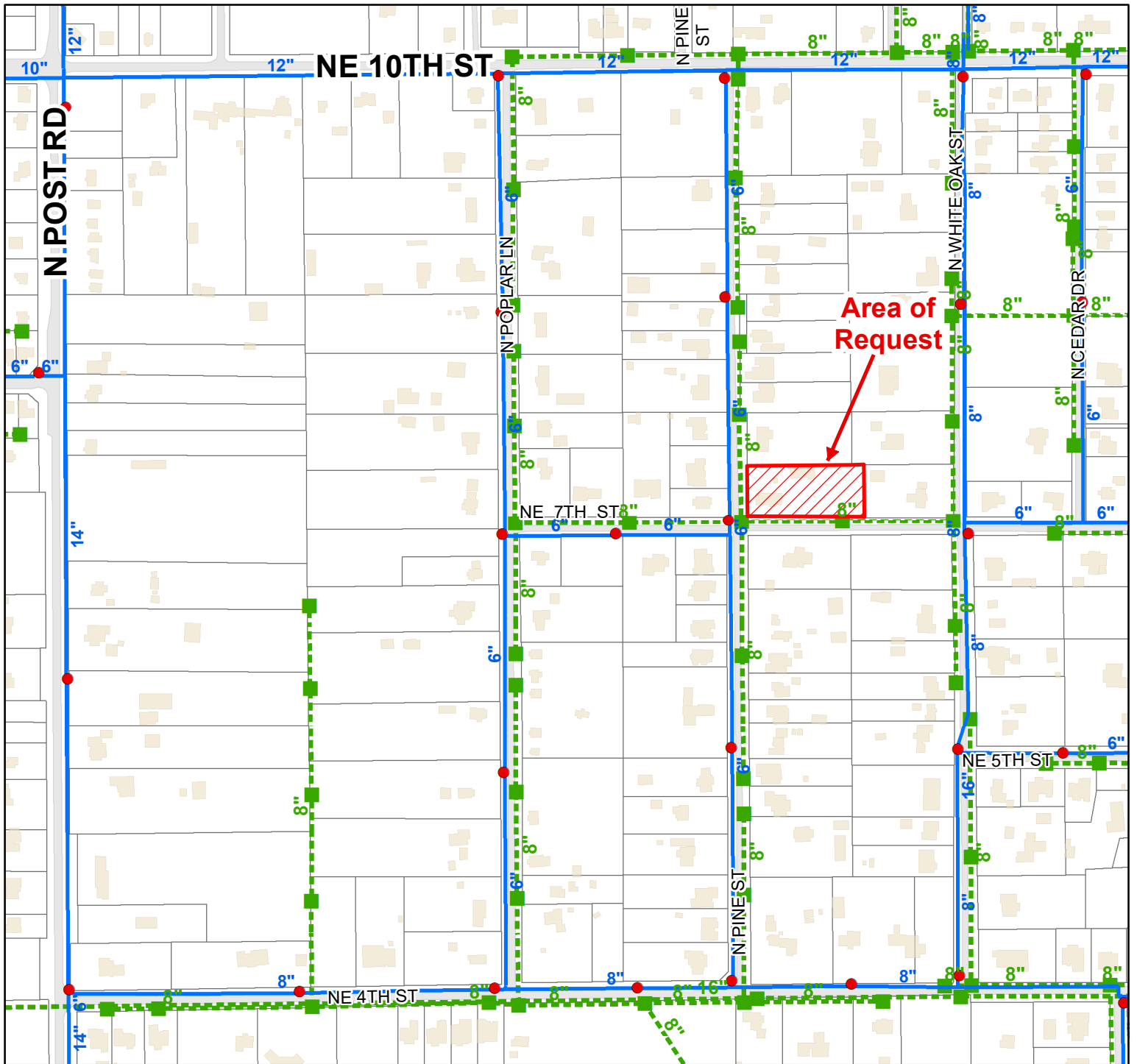
2009 FEMA Floodplains

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

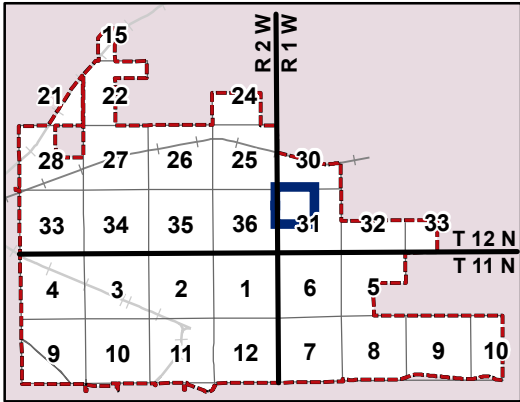
DRAINAGE LOCATION MAP FOR PC-2017 (NW/4, Sec. 31, T12N, R1W)



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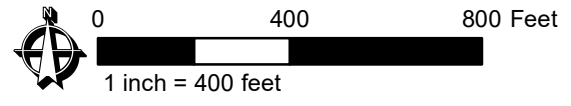
Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2017
(NW/4, Sec. 31, T12N, R1W)**



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 24, 2019

Subject: (PC – 2018) Discussion and consideration of approval of the Aspen Ridge Section 3 (formerly known as Turtlewood) Final Plat for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

Executive Summary

This plat is a continuation of the entire Turtlewood Addition. The developer has opted to name all sections west of Snapper Lane 'Aspen Ridge.' The final plat is consistent with the preliminary plat that was approved on January 23, 2018. The application is being heard under the 1985 Subdivision Regulations as the original preliminary plat was heard under those regulations. Public improvements are required and plans must be submitted to and approved by the City Engineer. Staff recommends approval.



Dates of Hearing:

Planning
Commission –
September 3, 2019
City Council –
September 24, 2019

Owner: Farzaneh
Development, LLLP

Engineer: Chris
Anderson, SMC
Consulting Engineers

Proposed Use: 71
single family
residential lots

Size:
The area of request
encompasses an area
of 15.36 acres, more
or less.

Development Proposed by Comprehensive Plan:

Area of Request – SFD, Single Family Detached Residential
North, East and West – SFD, Single Family Detached Residential
South – COM, Commercial, and IND, Industrial

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential
North, East and West – R-6, Single Family Detached Residential
South – R-6, Single Family Detached Residential, I-2 SUP, Moderate Industrial District with Special Use Permit for Concrete Plant, and PUD, Planned Unit Development governed by C-3, Community Commercial

Land Use:

Area of Request – vacant
North and East – single family residences
West – Vacant
South – Vacant and industrial concrete plant



Municipal Code Citation:

2.7.1. R-6, Single –Family Detached Residential District

The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

Chapter 38.81. (c) of the Municipal Code reads in part, “A final plat must be in substantial compliance with the approved preliminary plat in order to be heard by the planning commission.” This final plat application is in substantial compliance with the preliminary plat approved in November 2017.

History:

1. April 2004 – (PC-1529) Preliminary Plat of the Turtlewood Addition was approved.
2. July 2004 – (PC-1552) The Final Plat of Turtlewood Section 1 was approved.
3. September 2004 (PC-1560) The Preliminary Plat of Turtlewood 3rd was approved.
4. May 2006 (PC-1610) The Final Plat for Turtlewood 2nd Addition was approved.
5. July 2006 (PC-1616) A revised Preliminary Plat for the Turtlewood Addition was approved.
6. September 2009 (PC-1701) The Final Plat for Turtlewood Section 3 was approved.
7. December 2009 (PC-1706) The Final Plat for Turtlewood Section 4 was approved.
8. April 2013 (PC-1785) The Final Plat for Turtlewood Section 5 was approved.
9. January 2018 (PC-1929) – The City Council approved the revised Preliminary Plat of the Turtlewood Addition.
10. February 2018 (PC-1932) – The Final Plat for Turtlewood Section 6 was approved.

11. Planning Commission recommended approval of this item September 3, 2019.

Engineering Comments:

Public Improvements

The Subdivision Regulations pertaining to this application and its preliminary plat require the applicant to submit public improvement plans prior to final approval.

Improvement plans have been prepared by a registered professional engineer and have been submitted to staff. Staff has reviewed the plans and the proposed improvements comply with all applicable code requirements for development of the area of request and are currently under construction.

No building permits in the area of request will be issued until the construction of the public improvements is complete and record drawings are submitted to and accepted by the city.

Recapping the drainage plans submitted with this and previous applications, the area of request drains to a large existing detention pond adjacent to the west side of the proposed plat. This pond is the same, expanded detention pond that was constructed as part of the discussions with council concerning runoff to the west across Mr. Bo Peeler's and his neighbor's properties. The applicant installed a new outflow in the southwest corner of this pond as per the modification agreement. The new outflow is functioning as promised.

Easements and Right-of-Way

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

Fire Comments:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Planning Comments:

This requested final plat is for an additional area in the Turtlewood subdivision. The developer has opted to call the remaining sections west of Snapper Lane 'Aspen Ridge.' This plat proposes the creation of an additional seventy-one (71) lots for single family development within an area of 15.36 acres, creating a density of 4.6 dwelling units per acre, which is consistent with other phases of development of this addition. As the original preliminary plat of Turtlewood was approved in April of 2004, this Final Plat will be reviewed under the previous subdivision regulations. Modifications were made to the circulation pattern within the development causing a revised preliminary plat to be heard and approved by the Council in January 2018. This plat does conform to the approved revised preliminary plat.

All improvements (streets, water, sewer, etc.) are to be installed and dedicated to the city as public improvements to serve these lots as proposed.

At the time of the original preliminary platting of this entire subdivision, the Parkland Review Committee voted to allow the proposed common areas to meet the required park land and/or open space dedication, as they exceeded the area of land required to be dedicated.

Staff recommends approval of this request, subject to the comments within this report.

Action Required: Approve or reject the Final Plat of Aspen Ridge Section 3 located on the property as noted herein, subject to the staff comments and found in the September 24, 2019 agenda packet and made a part of PC-2018 file.

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

Billy Harless, AICP
Community Development Director

LG

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : August 20th, 2019

Subject : Engineering staff comments for pc-2018 final plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2018:

Public Improvements

The Subdivision Regulations pertaining to this application and its preliminary plat require the applicant to submit public improvement plans prior to final approval.

Improvement plans have been prepared by a registered professional engineer and have been submitted to staff. Staff has reviewed the plans and the proposed improvements comply with all applicable code requirements for development of the area of request and are currently under construction.

No building permits in the area of request will be issued until the construction of the public improvements is complete and record drawings are submitted to and accepted by the city.

Recapping the drainage plans submitted with this and previous applications, the area of request drains to a large existing detention pond adjacent to the west side of the proposed plat. This pond is the same, expanded detention pond that was constructed as part of the discussions with council concerning runoff to the west across Mr. Bo Peeler's and his neighbor's properties. The applicant installed a new outflow in the southwest corner of this pond as per the modification agreement. The new outflow is functioning as promised.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2018

PC 2018 is a request for the Final Plat of Aspen Ridge Section 3. This is a continuation of the Turtlewood Addition. They have changed the names of the remaining sections west of Snapper Lane from Turtlewood to Aspen Ridge.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

FINAL PLAT ASPEN RIDGE SECTION 3

A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGAL DESCRIPTION:

A tract of land in the Southeast Quarter (S.E. 1/4) of Section Seven (7), Township Eleven North (T11N), Range One West (R1W) of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast Corner of said SE 1/4; THENCE South 88°34'13" West along the South line of said S.E. 1/4 a distance of 1854.48 feet; THENCE North 01°25'47" West a distance of 977.56 feet to the POINT OF BEGINNING;

THENCE North 70°46'49" West a distance of 319.25 feet;
THENCE South 01°25'47" East a distance of 106.87 feet;
THENCE North 70°46'49" West a distance of 528.29 feet to the Southwest corner of Common Area "G" & D/E, as shown on the filed final plat of TURTLEWOOD 6TH ADDITION (as filed in Book 77 of Plats, Page 55);
THENCE along the boundary of said final plat the following three (3) courses:

- 1) North 54°13'15" East a distance of 169.61 feet to a point on a non-tangent curve;
- 2) Around a curve to the right having a radius of 160.00 feet (said curve subtended by a chord which bears North 18°16'43" West, a distance of 96.23 feet) and an arc length of 97.74 feet;
- 3) North 00°46'41" West a distance of 472.24 feet to a point on the South line of the filed final plat of TURTLEWOOD 5TH ADDITION (as filed in Book 74 of Plats, Page 34);

THENCE along the boundary of said final plat the following seven (7) courses:

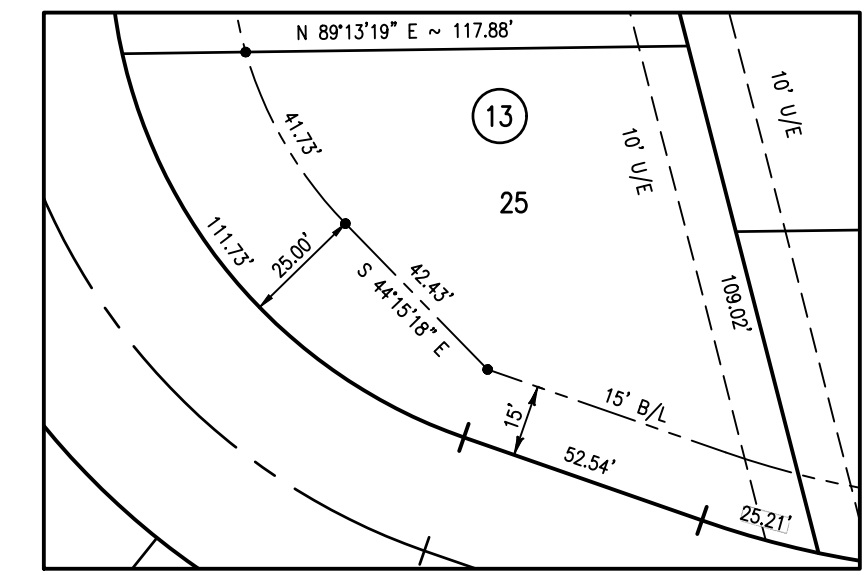
- 1) North 89°13'19" East a distance of 50.00 feet;
- 2) North 88°35'40" East a distance of 739.00 feet;
- 3) South 01°24'20" East a distance of 160.00 feet;
- 4) North 88°35'40" East a distance of 39.30 feet;
- 5) South 00°46'41" East a distance of 110.01 feet;
- 6) North 88°35'40" East a distance of 1.33 feet;
- 7) South 04°07'00" East a distance of 581.84 feet;

THENCE South 88°35'40" West a distance of 180.00 feet to the POINT OF BEGINNING.

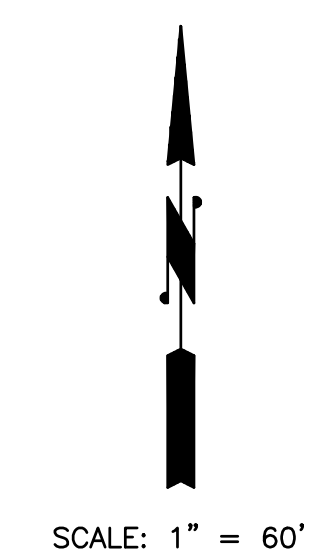
Said tract contains 15.36 acres, more or less.



$c = 35^{\circ}00'04''$
 $R = 160.00'$
 $L = 97.74'$
 $T = 50.45'$
 $CB = N 18^{\circ}16'43'' W$
 $CL = 96.23'$

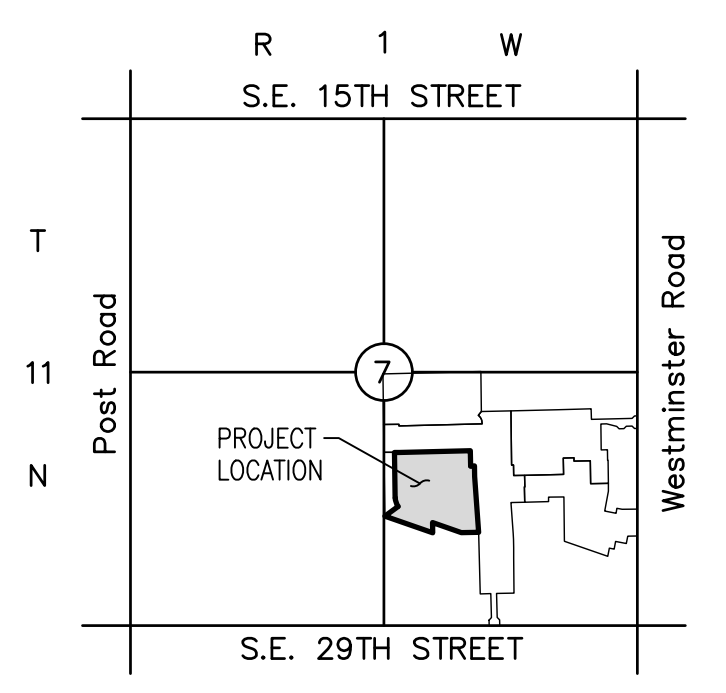


CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD	BEARING	CHORD LENGTH
C1	20°37'31"	235.00	84.60	42.76	S 81°05'35" E	84.14	
C2	43°45'46"	135.00	103.11	54.22	S 87°20'18" W	100.63	
C3	43°45'46"	225.00	111.86	90.36	N 87°20'18" E	116.71	
C4	70°00'08"	135.00	164.94	84.53	S 35°46'45" E	154.87	
C5	18°39'09" 41"	50.00	159.84	181.90	N 00°10'31" E	99.96	
C6	90°00'00"	50.00	78.54	50.00	S 43°35'40" W	70.71	
C7	24°7'58" 32"	50.00	218.40	74.18	S 55°14'03" W	82.92	
C8	67°58'32"	30.00	35.59	20.23	N 34°45'57" W	33.54	



SCALE: 1" = 60'
BASIS OF BEARING IS N 00°42'19" W AS SHOWN ON THE EAST LINE OF THE S.E. 1/4 OF SECTION 7.

TOTAL LOTS = 71



LOCATION MAP
1" = 2000'

NOTES:

1. RESTRICTIVE COVENANTS, IF ANY, ARE FILED SEPARATELY.
2. A SIDEWALK SHALL BE CONSTRUCTED ON EACH LOT WHERE IT ABUTS A LOCAL AND/OR A COLLECTOR STREET. THE SIDEWALK IS REQUIRED AT THE BUILDING PERMIT STAGE AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY OF MIDWEST CITY.

P.O.C.
S.E. COR., S.E. 1/4,
SEC. 7, T11N, R1W, I.M.

-1617- = ADDRESSES
LNA = LIMITS OF NO ACCESS.
U/E = UTILITY EASEMENT
P/E = PUBLIC EASEMENT
B/L = BUILDING LINE

Date: August 7, 2019

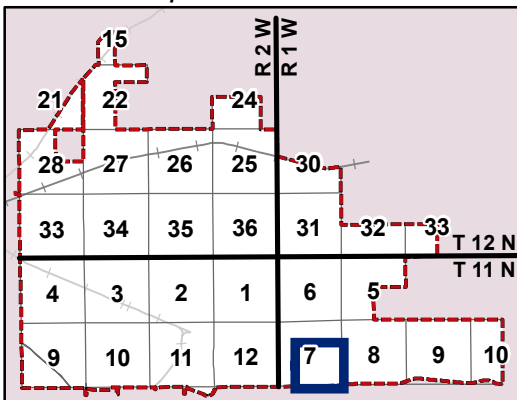
SMC Consulting Engineers, P.C.
815 W. Main Street
Oklahoma City, OK 73106
Ph: (405)232-7715
Oklahoma CA#464 Exp. 6-30-2021

ASPEN RIDGE SECTION 3
SHEET 2 OF 2

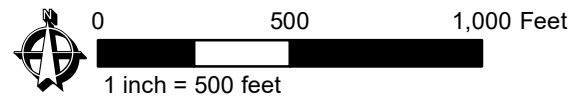
THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.



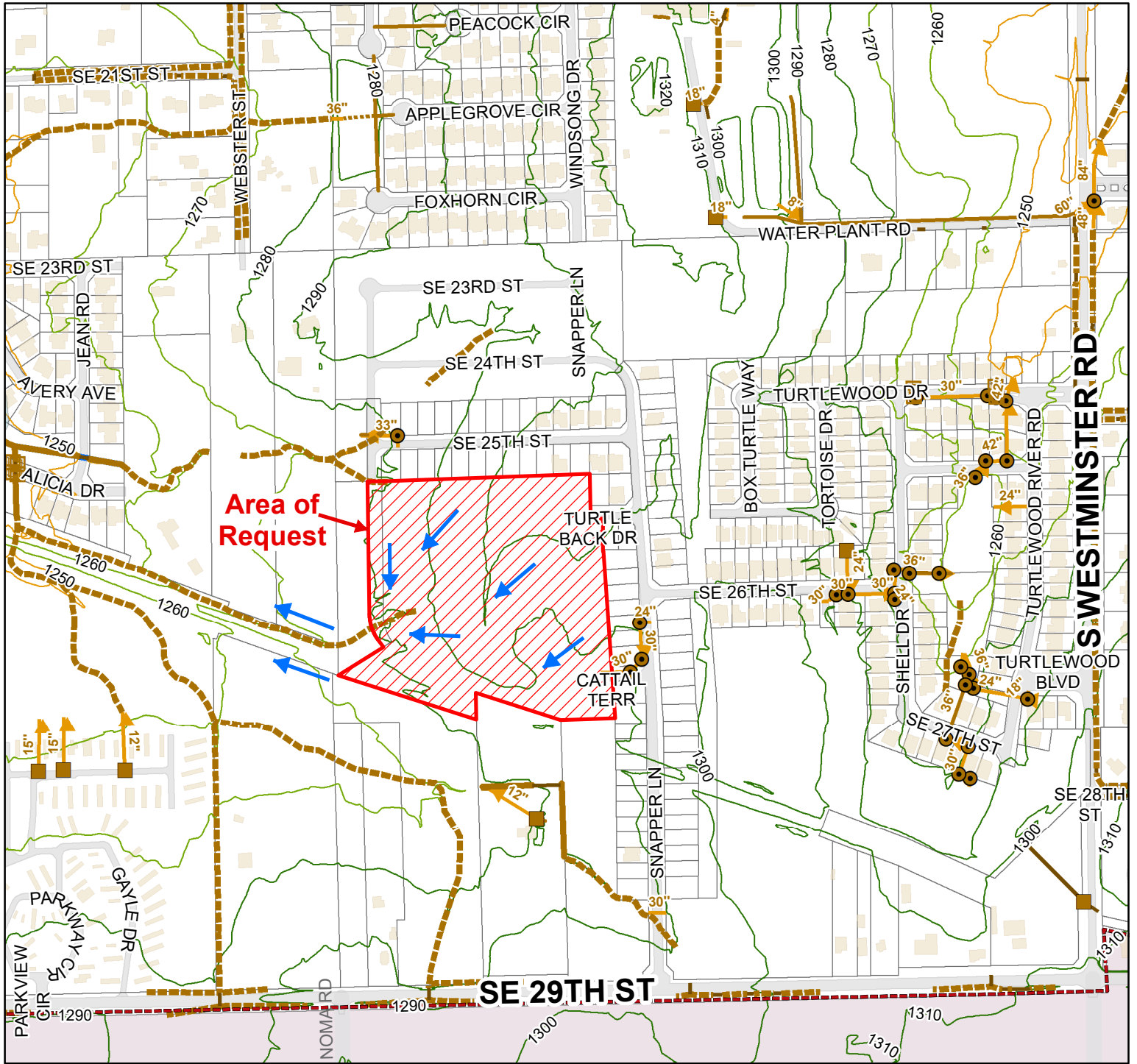
Locator Map



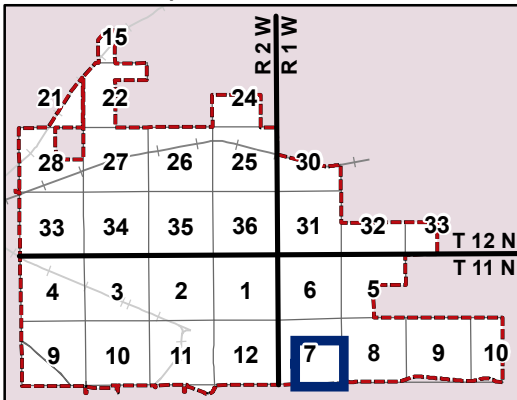
**2019 NEARMAP AERIAL VIEW FOR
PC-2018
(SE/4, Sec. 7, T11N, R1W)**



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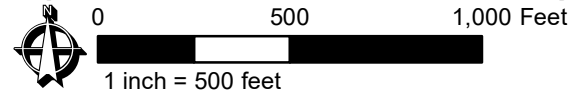
Locator Map



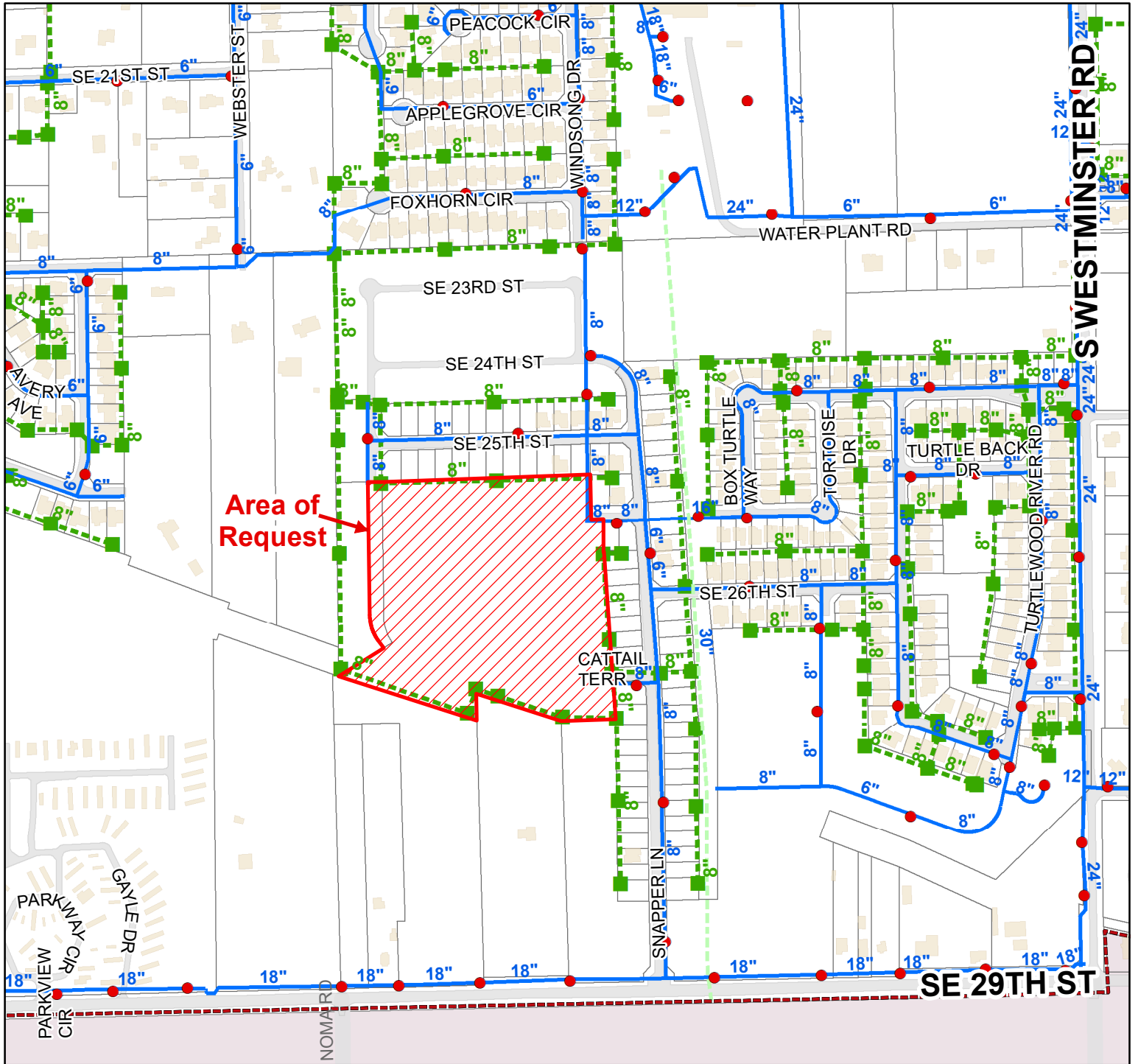
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

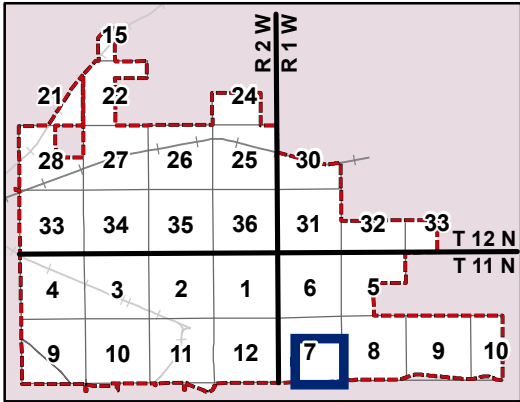
DRAINAGE LOCATION MAP FOR PC-2018 (SE/4, Sec. 7, T11N, R1W)



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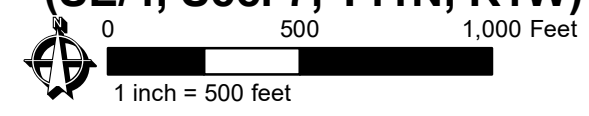
Locator Map



Water/Sewer Legend

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

WATER/SEWER LINE LOCATION MAP FOR PC-2018 (SE/4, Sec. 7, T11N, R1W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 24, 2019

Subject: (PC-2019) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-3, Community Commercial, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as a part the NE/4 of Section 25, T12N, R2W, and further described as the north 115' of the parcel addressed as 9622 NE 23rd Street.

Executive Summary: This is a request to rezone the property from R-6, Single Family Detached Residential to C-3, Community Commercial. This parcel was annexed into Midwest City many years ago under the R-1-D zoning district just as many other parcels in the northeast part of the City. Over the years, the building closest to NE 23rd Street has been used for various non-conforming commercial purposes even though the zoning was not appropriate. The residential structure behind the commercial building has been used as a residence. The applicant has asked staff about using the commercial building for a medical marijuana dispensary. This would require that the zoning be amended to allow the new uses. The applicant is requesting to rezone the north 115' of this property to C-3 in order to come into conformance for future commercial use. The remainder of the lot is

to remain zoned R-6, Single Family Detached Residential so that the existing structure may continue to be used as such. No variances are requested and no public improvements are required with this application. Staff recommends approval.



Dates of Hearing:
Planning Commission –
September 3, 2019
City Council – September
24, 2019

Owner: Jonathan
Ohenhen

Applicant: Godfrey Uwudia

Proposed Use: Existing commercial building

Size:

The area of request has a frontage of approximately 165' along NE 23rd Street and a depth of 115' along S. Post Road containing an area of approximately 18,975 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential

North – MH, Manufactured Home

South, East and West – LDR, Low Density Residential

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential

North, South and East – R-6, Single Family Detached Residential

East – C-3, Community Commercial

Land Use:

Area of Request – Vacant commercial building

North – mobile home park



South – Residence/vacant

East/West - Vacant



Municipal Code Citation:

2.20 C-3 Community Commercial

2.20.1. General Description

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

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

Limited outdoor storage, as defined below, and limited open display, as defined below, shall be permitted.

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

Comprehensive Code Citation:

Commercial

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses often located along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the face that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

History:

1. The property was designated as R-1-D (R-6) Single Family Detached Residential, at the time of adoption of the 1985 Zoning Map.
2. July 2019 (PC-2002) – City Council denied a request to rezone to C-4, General Commercial.
3. Planning Commission recommended approval of this item September 3, 2019.

Staff Comments:

Engineer's report:

Note: This application is a rezoning for an existing business bringing it into compliance. No engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the south side of N.E. 23rd Street in the street right-of-way extending along the north side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the north side of N.E. 23rd Street in the street right-of-way extending along the north side of the area of request. The public sewer main is accessible and existing facility is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from N.E. 23rd Street. N.E. 23rd Street is classified as a primary arterial in the 2008 Comprehensive Plan. N.E. 23rd Street is a five (5) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred twenty (120) feet for primary arterials and presently, N.E. 23rd Street has one hundred thirty (130) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage serving the area of request is done by N.E. 23rd Street's gutters and underground drainage system. Currently, the area of request is fully developed with a commercial business and surface parking. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's report:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Plan Review Comments:

Staff has been in contact with the applicant several times over the last year regarding the allowable uses within the existing commercial building. Throughout the years, the commercial structure has housed several uses including a counseling center and a small engine repair shop. It has never housed a use considered "convenience sales and personal services," which is what a medical marijuana dispensary would be considered.

As the building and previous uses are already considered non-conforming, allowing a new use would increase the non-conformancy and would not be allowed under the current R-6, Single Family Residential zoning. During conversations with the applicant, he also mentioned the possibility of using the building for commercial marijuana grow. This use requires C-4, General Commercial zoning.

The applicant requested to rezone the property to C-4 in July 2019 and City Council denied the request. The applicant is aware that C-3 zoning does not allow for car sales or medical marijuana grow.

Staff is aware that the house behind the commercial structure is currently being used as a residence. As such, staff and the applicant discussed only zoning the northern 115' of the lot to C-3 so that the existing residential structure may remain and will not become non-conforming. This is common along NE 23rd where parcels have dual zoning with portions along the arterial zoned for commercial use and the rear part of the parcels zoned for residential use. It should be noted that the area of request has frontage on NE 23rd and NE 19th Street. If the applicant ever wanted to split the lot so that the residence was on its own lot, it would have frontage on NE 19th.

Staff recommends approval of this request.

Action Required:

Approve or reject the ordinance to redistrict to C-3, Community Commercial and a resolution to amend the Comprehensive Plan to COMM, Commercial, for the property as noted herein, subject to staff's comments as found in the September 24, 2019 agenda packet and made a part of PC-2019 file.

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

Billy Harless
Community Development Director

LG:kg

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : August 20th, 2019

Subject : Engineering staff comments for pc-2019 rezoning application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2019:

Note: This application is a rezoning for an existing business bringing it into compliance. No engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the south side of N.E. 23rd Street in the street right-of-way extending along the north side of the area of request. Public water mains extend along the full frontage of this property, therefore water line improvements are not required as outlined in Municipal Code 43-32.

Refer to the Fire Department memo for additional comments related to water lines and fire protection.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located on the north side of N.E. 23rd Street in the street right-of-way extending along the north side of the area of request. The public sewer main is accessible and existing facility is connected to the city sewer main, sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from N.E. 23rd Street. N.E. 23rd Street is classified as a primary arterial in the 2008 Comprehensive Plan. N.E. 23rd Street is a five (5) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred twenty (120) feet for primary arterials and presently, N.E. 23rd Street has one hundred thirty (130) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Street improvements are not required with this application.

Sidewalk is not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage serving the area of request is done by N.E. 23rd Street's gutters and underground drainage system. Currently, the area of request is fully developed with a commercial business and surface parking. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0330H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2019

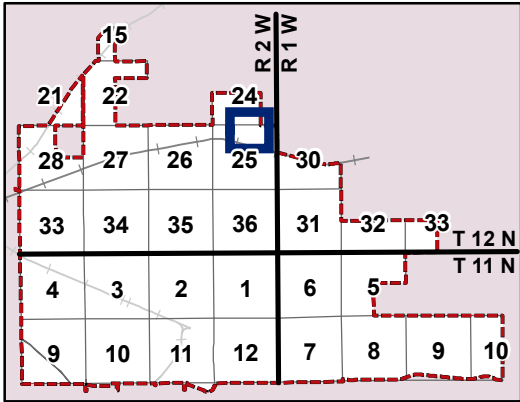
PC 2019 is a request to rezone the north 115' of the property at 9622 NE 23rd from R-6 to C-3 so that the applicant may use the existing commercial building for commercial uses.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

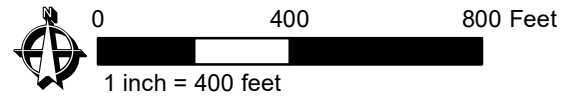
Duane Helmberger
Fire Marshal
Midwest City Fire Department



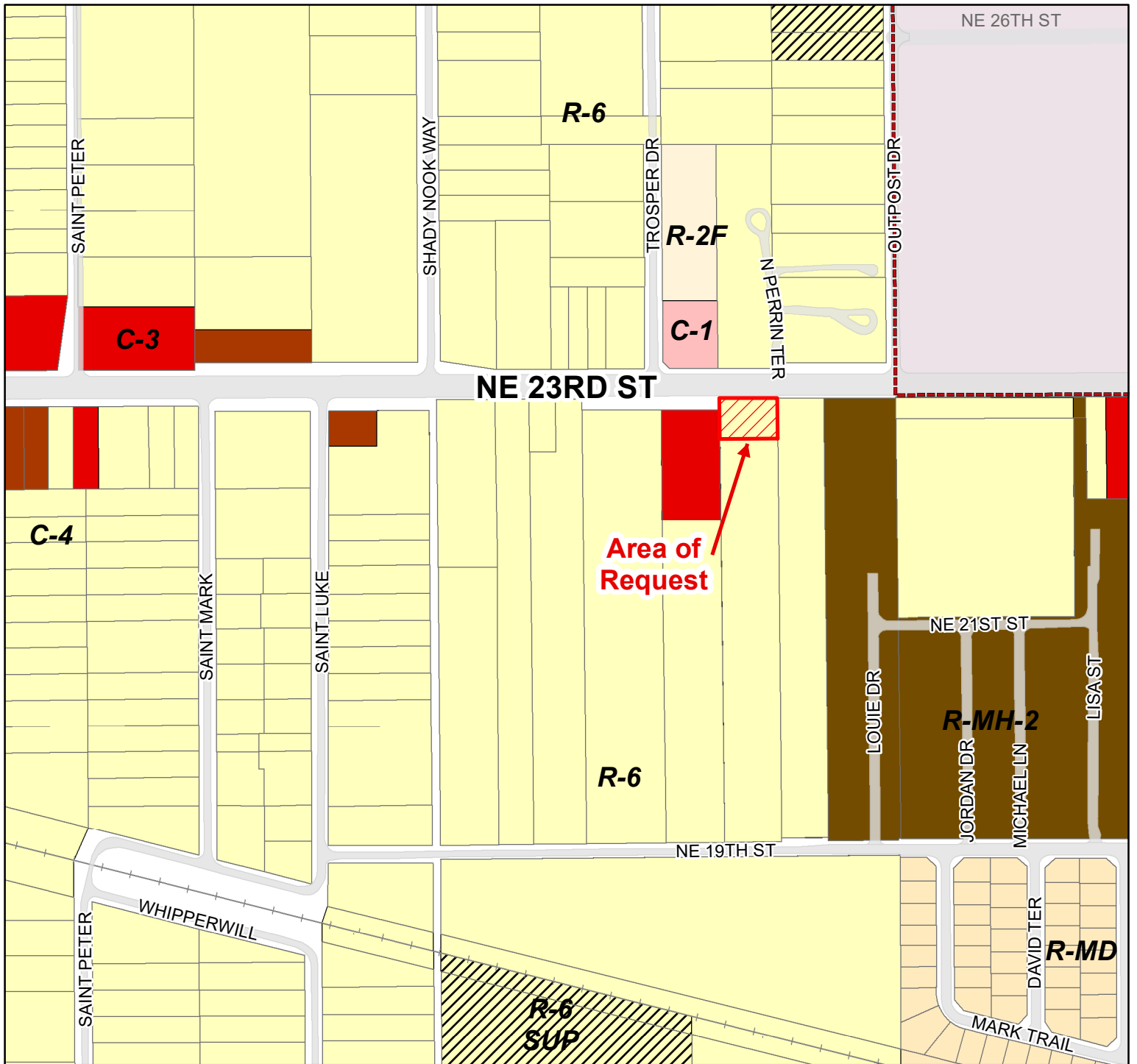
Locator Map



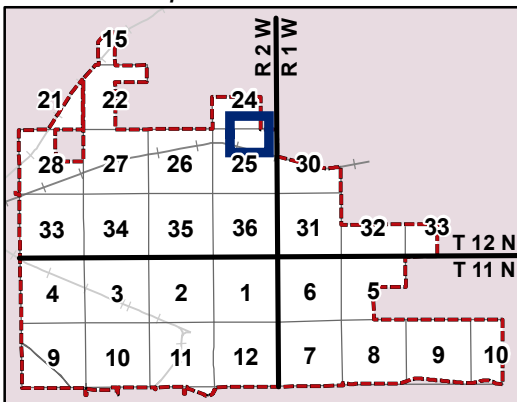
**2019 NEARMAP AERIAL VIEW FOR
PC-2019
(NE/4, Sec. 25, T12N, R2W)**



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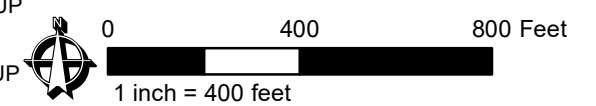
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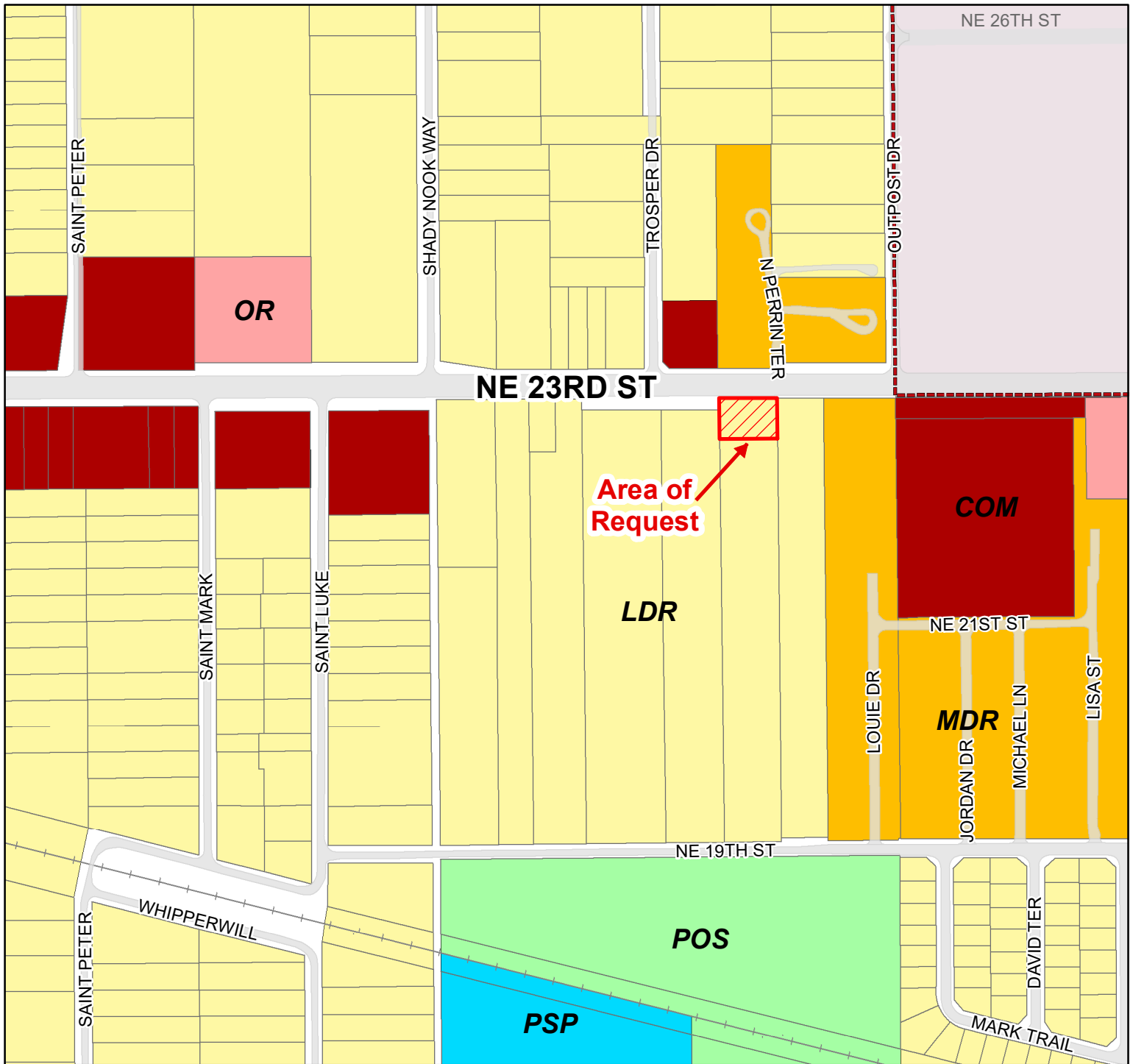
Current Zoning Legend

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

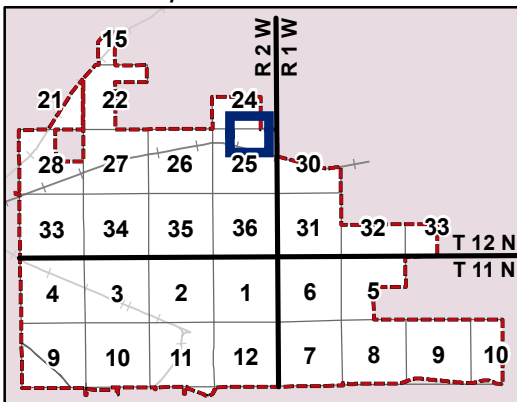
ZONING MAP FOR PC-2019 (NE/4, Sec. 25, T12N, R2W)



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Locator Map

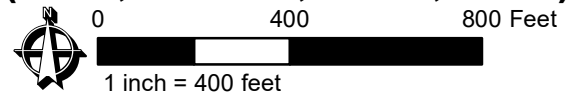


Future Land Use Legend

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

FUTURE LAND USE MAP FOR PC-2019

(NE/4, Sec. 25, T12N, R2W)



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1 **PC-2019**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO C-3, COMMUNITY COMMERCIAL, AND DI-**
5 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to C-3, Community Commercial, subject to the conditions contained in the PC-2019 file, and that
12 the official Zoning District Map shall be amended to reflect the reclassification of the property’s
13 zoning district as specified in this ordinance:

14 The North 115 feet of the property described as follows:
15 Part of Blocks Three (3) and Six (6) of Minton’s Orchard Park, in the NE/4 of Section
16 Twenty-five (25), Township Twelve (12) North, Range Two (2) West of the Indian Me-
17 ridian, Oklahoma County, Oklahoma, according to the recorded plat thereof, more partic-
18 ularly described as follows: Beginning at a point 164.5 feet East of the NW/C of Block 3;
19 thence East 164.5 feet; thence South to the South line of Block 6; thence West 164.5 feet;
20 thence North to the North line of Block 3, being the point of beginning.

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

23 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
24 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
25 tions of the ordinance.

26 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
27 on the _____ day of _____, 2019.

28 THE CITY OF MIDWEST CITY, OKLAHOMA

29 _____
30 MATTHEW D. DUKES II, Mayor

31 ATTEST:

32 _____
33 SARA HANCOCK, City Clerk

34 APPROVED as to form and legality this _____ day of _____, 2019.

35 _____
36 HEATHER POOLE, City Attorney

RESOLUTION NO. 2019-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL TO COMM, COMMERCIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR, Low Density Residential:

The North 115 feet of the property described as follows:
Part of Blocks Three (3) and Six (6) of Minton’s Orchard Park, in the NE/4 of Section Twenty-five (25), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, according to the recorded plat thereof, more particularly described as follows; Beginning at a point 164.5 feet East of the NW/C of Block 3; thence East 164.5 feet; thence South to the South line of Block 6; thence West 164.5 feet; thence North to the North line of Block 3, being the point of beginning.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to Commercial;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Commercial on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2019.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2019.

HEATHER POOLE, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

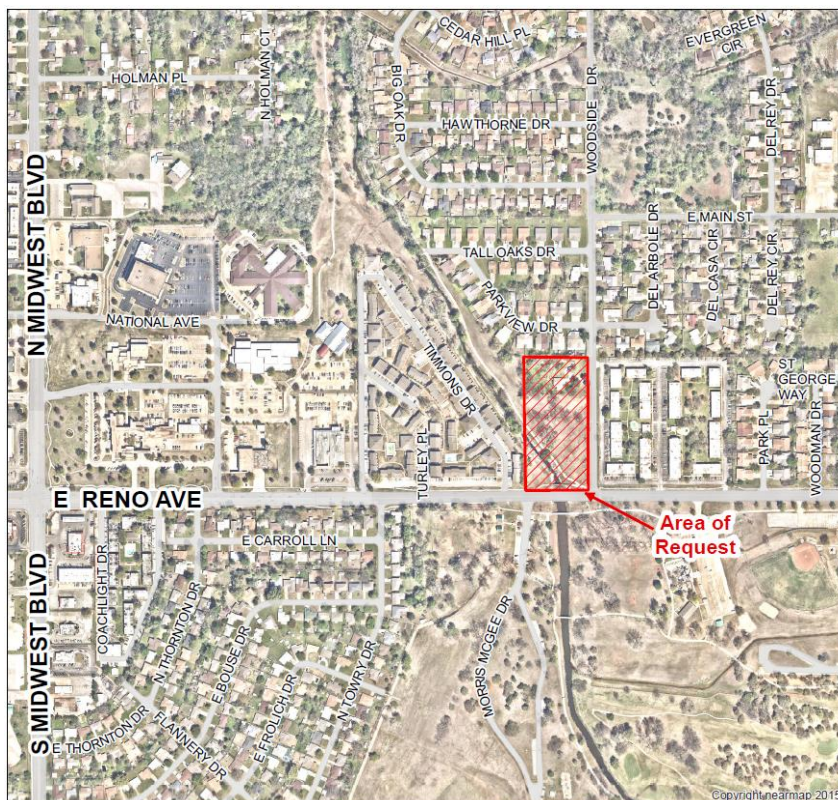
From: Billy Harless, Community Development Director

Date: September 24, 2019

Subject: (PC-2020) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-4, General Commercial, and a resolution for a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services, General, for the properties described as a part the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive.

Executive Summary: This is a request to rezone the property from R-6, Single Family Detached Residential to C-4, General Commercial with a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services, General. In 2018 Midwest City voters approved several propositions pertaining to quality of life projects. One of the approved propositions included a new animal welfare center. The site selected for the new animal welfare center is in the center of Midwest City with direct access to the Soldier Creek Trail, the Fred Quinn Happy Tails Dog Park and Joe B. Barnes Regional Park. The properties included in the area of request are all currently zoned R-6,

Single Family Detached Residential. A facility such as this requires C-4, General Commercial Zoning with a Special Use Permit. The Special Use Permit is required as there will be an outdoor activity area for the animals and outdoor adoption events on site. If this zoning is approved, the property will be platted to combine the three (3) existing lots into one (1) lot. Staff recommends approval.



Dates of Hearing: Planning Commission – September 3, 2019
City Council – September 24, 2019

Owner: Midwest City Memorial Hospital Authority

Applicant: Staff

Proposed Use: New Animal Welfare Center

Size:

The area of request has a frontage of approximately 328.87' along E. Reno Avenue and a depth of approximately 660.68' along Woodman Drive containing an area of approximately 4.99 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – Parks and Open Space (POS)

North – Low Density Residential (LDR)

South and West – Parks and Open Space (POS)

East and West – High Density Residential (HDR)

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential

North and South – R-6, Single Family Detached Residential

East and West – R-HD, High Density Residential

Land Use:

Area of Request – vacant



North – duplexes



South – Dog Park/Regional Park



East – Woodside Village Apartments



West – Parkview Apartments and Trail



Municipal Code Citation:

2.20 Community Commercial

2.20.1. General Description

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

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

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

7.6. Special Use Permit

7.6.1. Special Use Permit

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

(A) Consideration for compatibility

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

(B) Review and approval

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

(C) Use identified by individual zoning district

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

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria

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

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

History:

1. The property has been zoned R-6, Single Family Detached Residential since the adoption of the 1985 Zoning Map.
2. The area of request has never been platted.
3. Planning Commission recommended approval of this item September 3, 2019.

Staff Comments:

Engineer's report:

Water Supply and Distribution

An eight (8) inch public water main is located on the west side of Woodside Drive in the street right-of-way extending along the west side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated public utility easement bisecting and extended alongside the west side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from Woodside Drive. Woodside Drive is classified as a collector road in the 2008 Comprehensive Plan. Woodside Drive is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of sixty (60) feet for collector roads and presently, Woodside Drive has sixty (60) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Currently, there is no sidewalk along Woodside Drive. The sidewalk will be required as part of the preliminary plat application that will follow this application if it is approved. The applicant will be required to construct a sidewalk along the full frontage of Woodside Drive.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is developed with a single family residence. It slopes from the east to the west draining into Soldier Creek. The area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

All construction activities will follow FEMA regulations for development located in the floodplain. The regulatory floodway will not be impacted.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

Fire Marshal's report:

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Plan Review Comments:

As mentioned in the Executive Summary, this project was included in the 2018 General Obligation Bond election. As the property is currently zoned R-6, Single Family Detached Residential, it needs to be rezoned to C-4, General Commercial with a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services, General. The Special Use Permit is necessary as there will be outdoor areas/activities associated with the animal shelter. The animal shelter will have an outdoor exercise area for the animals. Adoption events may also be held outdoors.

As there are residential properties to the north, east and west of the area of request, staff recommends that no outdoor activities take place between the hours of 9:00 p.m. and 8:00 a.m.

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

1. The Comprehensive Plan identifies the area of request as Parks and Open Space. The proposed public animal shelter will have abundant open space and includes a section of the Soldier Creek Trail system and is essentially an extension of Regional Park. This land use designation is intended to help Midwest City meet the park and recreation needs of its citizens as it continues to grow. The use of the animal shelter in this area is consistent with the intent of the Comprehensive Plan.
2. The proposed use is in harmony with the general purpose and intent of the C-4 zoning district regulations as it is located along E. Reno, a primary arterial street.
3. The proposed use is not likely to adversely affect the neighboring properties. Outdoor activities will only be allowed between the hours of 8:00 a.m. and 9:00 p.m. No outdoor storage of merchandise will be allowed on this site as is generally allowed in the C-4 zoning district.
4. The proposed use will not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

The area of request is located within APZ II (Accident Potential Zone II) according to the 2010 Airport Zoning Ordinance. The use of Animal Sales and Services: Kennels and Veterinary Services, General is not a prohibited use within APZ II (Section 2.1.5 (H)).

At the September 3, 2019 Planning Commission meeting, there was discussion regarding whether or not the location for the animal shelter was known to Midwest City citizens prior to the GO Bond Election. Following that meeting, staff contacted the City Clerk to see what information about the animal shelter was provided prior to the election. The City Clerk stated that the Council approved resolution #3339 for the new animal shelter on June 12, 2018. Proposition #4, Animal Shelter – 8400 Block of East Reno Avenue, was included in the approved Resolution. This item was posted on the City website June 27, 2018, prior to the August 28, 2018 GO Bond Election.

Staff recommends approval of this request.

Action Required:

Approve or reject the ordinance to redistrict to C-4, General Commercial and a resolution for a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services, General, for the property as noted herein, subject to staff's comments as found in the September 24, 2019 agenda packet and made a part of PC-2020 file.



Billy Harless,
Community Development Director

KG



Midwest City Fire Department

8201 E. Reno Avenue

Midwest City, OK 73110

Office 405.739.1340

Fax 405.739.1384

Re: PC-2020

This is a request to rezone the area for the animal shelter. The parcels are currently zoned R6 single family residential. The request is to rezone to C-4 General Commercial with a Special Use Permit to allow the use of Animal Sales and Services: Kennels and Veterinary Services General.

- The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Duane Helmberger
Fire Marshal
Midwest City Fire Department

The City of
MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT - ENGINEERING DIVISION

William Harless, Community Development Director
Patrick Menefee, P.E., C.F.M., City Engineer

To : Kellie Gilles, Plans Review Manager

From : Patrick Menefee, City Engineer

Date : August 20th, 2019

Subject : Engineering staff comments for pc-2020 re-plat application

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2020:

Water Supply and Distribution

An eight (8) inch public water main is located on the west side of Woodside Drive in the street right-of-way extending along the west side of the area of request. Public water mains extend across the full frontage of the development. Water line improvements are not required as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated public utility easement bisecting and extended alongside the west side of the area of request. Sewer line improvements are not required as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request is available from Woodside Drive. Woodside Drive is classified as a collector road in the 2008 Comprehensive Plan. Woodside Drive is a two (2) lane, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of sixty (60) feet for collector roads and presently, Woodside Drive has sixty (60) feet of right-of-way adjacent to and parallel to the of the area of request.

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

Currently, there is no sidewalk along Woodside Drive. The sidewalk will be required as part of the preliminary plat application that will follow this application if it is approved. The applicant will be required to construct a sidewalk along the full frontage of Woodside Drive.

Drainage and Flood Control, Wetlands, and Sediment Control

100 N. Midwest Boulevard, Midwest City, Oklahoma 73110
Engineering Division (405) 739-1220 X FAX (405)739-1399
An Equal Opportunity Employer

The area of request is developed with a single family residence. It slopes from the east to the west draining into Soldier Creek. The area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009. All construction activities will follow FEMA regulations for development located in the floodplain. The regulatory floodway will not be impacted.

Drainage and detention improvements are not required with this application.

Easements and Right-of-Way

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

7/26/2019 8:42:17 AM



Midwest City Public
Animal Welfare Center Bk. 5544

1 FFE PLAN
1/8" = 1'-0" | 8.537 GSF



Basement
Pg. 420

NUMBER ISSUE DATE REVISION



**MIDWEST CITY
ANIMAL WELFARE
CENTER**

2301 WOODSIDE DRIVE
MIDWEST CITY, OKLAHOMA
73110

ISSUE
SD

DATE
07.05.2019

PROJECT NO.
R18.206

DRAWN BY
BT

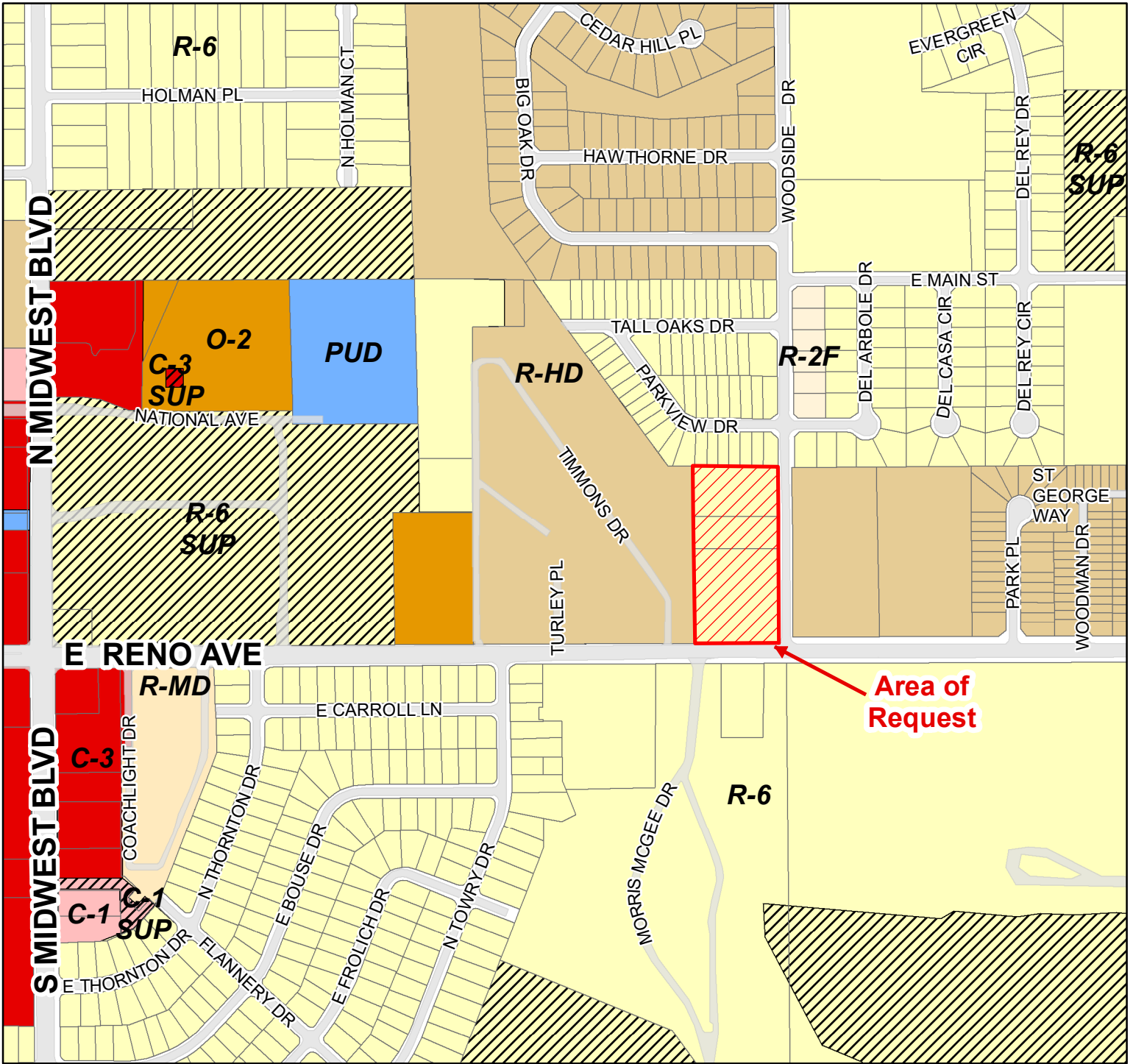
CHECKED BY
JC

SHEET TITLE
FFE PLAN

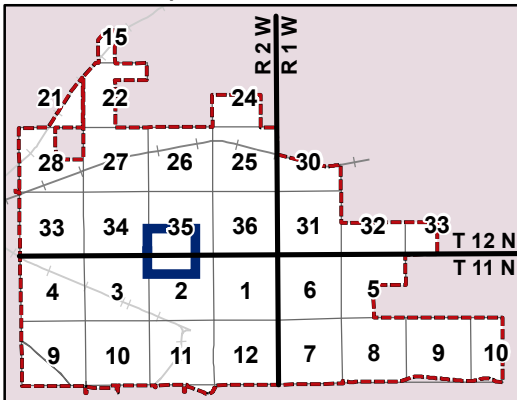
INTERIM REVIEW
DOCUMENTS

FF101

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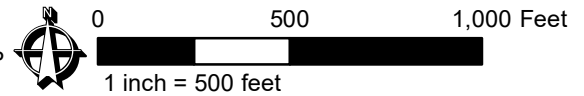
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-2020
(SW/4, Sec. 35, T12N, R2W)**

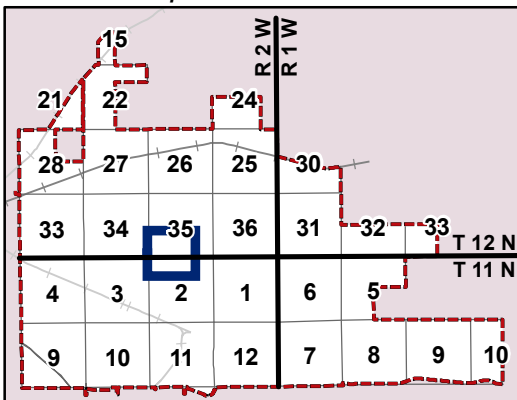


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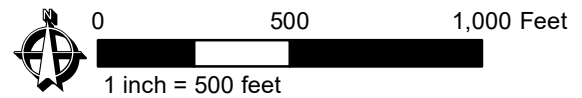


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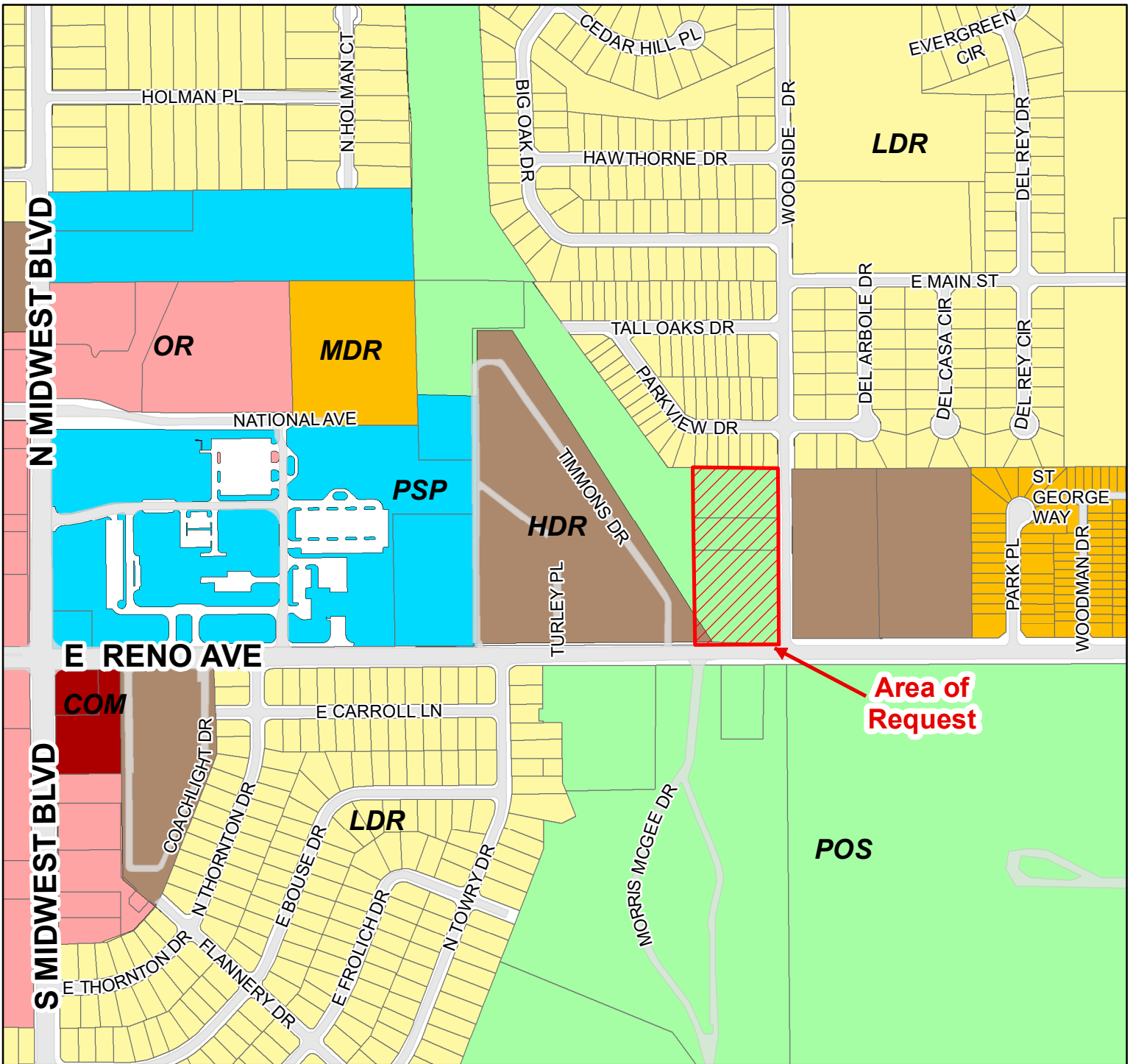
Locator Map



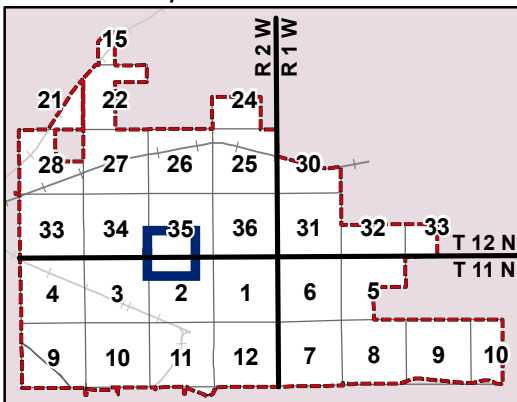
**2019 NEARMAP AERIAL VIEW FOR
PC-2020
(SW/4, Sec. 35, T12N, R2W)**



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Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2020
(SW/4, Sec. 35, T12N, R2W)**



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1 **PC-2020**

2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW THE USE OF**
4 **ANIMAL SALES AND SERVICES: KENNELS AND VETERINARY SERVICES, GEN-**
5 **ERAL AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT**
6 **MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DIS-**
7 **TRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

7 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
8 property with a classification of **R-6, Single Family Detached Residential:**

8 East Half (E/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the
9 Southwest Quarter in Section 35, T. 12 N., R. 2 W., I.M.

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

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

13 That the above described property located in Midwest City, Oklahoma be and is
14 hereby granted a Special Use Permit to allow the use of **Animal Sales and Services:**
15 **Kennels and Veterinary Services, General.**

15 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Okla-
16 homa, on the _____ day of _____, 2019.

17 THE CITY OF MIDWEST CITY, OKLA-
18 HOMA

19 _____
20 MATTHEW D. DUKES III, Mayor

20 ATTEST:

21 _____
22 SARA HANCOCK, City Clerk

22 **APPROVED** as to form and legality this _____ day of _____, 2019.

23 _____
24 HEATHER POOLE, City Attorney

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1 **PC-2020**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO C-4, GENERAL COMMERCIAL AND DI-**
5 **RECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO RE-**
6 **FLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT; AND**
7 **PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to C-4, General Commercial, subject to the conditions contained in the PC-2020 file, and that the
12 official Zoning District Map shall be amended to reflect the reclassification of the property’s
13 zoning district as specified in this ordinance:

14 East Half (E/2) of the Southeast Quarter (SE/4) of the Southeast Quarter (SE/4) of the
15 Southwest Quarter in Section 35, T. 12 N., R. 2 W., I.M.

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

18 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
19 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
20 tions of the ordinance.

21 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
22 on the _____ day of _____, 2019.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 **APPROVED** as to form and legality this _____ day of _____, 2019.

Heather Poole, City Attorney



City Manager's Office
Vaughn Sullivan,
Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

Memorandum

To: Honorable Mayor and Council
From: Vaughn K. Sullivan, Assistant City Manager
Date: September 24, 2019
Subject: Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance issues.

The purpose of this memo is to review street lighting issues discussed with OG&E at a special Council sub-committee (Reed, Byrne and Eads) meeting held on October 18, 2017, and provide an update on progress associated with the action items agreed to between the council and OG&E personnel.

If you recall, there were several issues associated the maintenance of OG&E owned street lighting in Midwest City discussed at that meeting. Since the October 18th meeting, staff has conducted multiple meetings with OG&E personnel.

- October 23, 2017, the agenda was simple: recap the action items discussed at the special council meeting of October 18, 2017.
- December 20, 2017, between OG&E staff and Midwest City GIS, Community Development and Public Works staff. The agenda was to recap discrepancies between OG&E and Midwest City street light GIS data bases and develop a resolution strategy.
- April 8, 2019, Public Works staff met with the new Lighting Supervisor, Melaina Moffatt to establish new lines of communication.
- May 15, 2019, Public Works and Community Development staff met with OG&E engineers to discuss various projects such as OM Median lighting, and status of roadway lighting projects (a lighting project report is attached).
- September 18, 2019, Public Works and Community Development staff met with OG&E engineers to discuss obtaining updates on various projects (details of this meeting will be provided by Brandon Bundy, City Engineer at the September 24, 2019 meeting).

Finally, City staff continues to perform citywide nighttime audits of street lighting. The purpose of the audits is to update the street light outage log started in May of 2017 and log and report any newly observed street light outages to OG&E. The most recent quarterly report is attached for your review.

Please let me know if I can provide additional information.

Vaughn K. Sullivan, Assistant City Manger

Attachment: Street Lighting audit report
Street Light project report

Cc: Tim Lyon, City Manager

OG&E Projects, Originating 2018

Status as of: 9-18-19

Priority 1							
Priority 2							
Priority	Facility	From	To	Location of Light	Install Notes	Status	OG&E NOTES
2	Rail w Trail Phase 1			Along EX Trail	trail lighting	released for construction	Fall / Winter 2019
1	Sooner Rd	SE 15th St		Along Sooner Rose 1	re-install luminaires taken down for road widening	working through design	some design issues to be resolved
1	Original Mile Medians			15 Medians of OM	Install decorative LED light in the OM Medians	with OG&E engineering	
2	Air Depot Blvd	NE 10th St	NE 23rd St	East Side	Apartments, sidewalk on east side	with OG&E planning	
1	Section 34				add lighting where warranted	with OG&E planning	
2	SE 29th St	Midwest Blvd	Douglas Blvd	Medians consistent with FAA/Tinker regulations	Reconstruct in fall, Tinker runway approach	on hold until ODOT project complete, likely 2020	
1	Mid America Trail				trail lighting	with OG&E engineering	Winter 2020
1	SE 15th St	Post Rd	Anderson Rd	South Side	N Side	Complete	
1	SE 15th St	Westminster Rd	Anderson Rd	Medians	Medians, Residential	Complete	
1	Post Rd	SE 29th St	SE 15th	West Side	East Side on Existing Poles	Complete	
1	Post Rd	SE 15th St	Reno Ave	Medians	Medians, Residential	Complete	
2	Hudiburg Rd	Adair Blvd	SE 15th St	Medians	median lighting	Complete	
1	Joe B Barnes Trail	Along EX Trail (in trees along golf course fence)			trail lighting	Complete	
1	Kiwanis Park	Along EX Trail			trail lighting, consolidate existing poles	Complete	

QUARTERLY OG&E STREET LIGHT REPORT

June 15, 2019 through September 15, 2019

Reported	Pole #	Location	Work Order #	Emailed OG&E	DETAILS	RESULTS FROM OG&E	DATE RECEIVED
6/17/2019	7246	4300 BONAPARTE BLVD.	900926608	6/17/2019	REPLACE POLE/BROKEN	JOB COMPLETE	7/15/2019
6/17/2019	7485	1117 HAZELWOOD DRIVE	900926610	6/17/2019	LED FIXTURE DANGLING	JOB COMPLETE	7/15/2019
6/21/2019	6539	2213 MAPLE DRIVE	900927022	6/20/2019	REPLACE POLE & LIGHT	JOB COMPLETE	8/15/2019
6/21/2019	11262	2812 WOOD CREEK ROAD	900927023	6/20/2019	WIRE EXPOSED ON POLE	JOB COMPLETE	7/29/2019
6/21/2019	6844	9402 N.E. 19TH. STREET	900927538	6/24/2019	LIGHT GOES ON AND OFF	JOB COMPLETE	7/15/2019
6/24/2019	12299	9445 N.E. 14TH. STREET	900927539	6/24/2019	REPLACE POLE	JOB COMPLETE	
7/1/2019	11326	1100 LYN FRY BLVD.	900928832	7/1/2019	LIGHT OUT	JOB COMPLETE	7/29/2019
7/1/2019	9284	701 HEDGE DRIVE	900928833	7/1/2019	REPLACE LIGHT/ CHECK POLE	JOB COMPLETE	43661
7/3/2019	11166	2301 ORANGE DRIVE	900928834	7/2/2019	LIGHT OUT	JOB COMPLETE	7/29/2019
7/8/2019	9675	295 EAST JACOBS DRIVE	900929336	7/8/2019	REPLACE POLE & LIGHT		
7/9/2019	6613	510 NORTH MIDWEST BLVD.	900929489	7/9/2019	REPLACE POLE & LIGHT	JOB COMPLETE	8/28/2019
7/9/2019	10714	316 COUNTRY CLUB TERRACE	900929748	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/9/2019	6559	3101 BELAIRE DRIVE	900929749	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/9/2019	11423	301 RIDGEWOOD DRIVE	900929750	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/9/2019	8084	113 COUNTRY CLUB TERRACE	900929751	7/10/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/11/2019	9952	1208 HAZELWOOD DRIVE	900930131	7/15/2019	LIGHT OUT	JOB COMPLETE	7/15/2019
7/19/2019	8530	9895 WILLOW WIND DRIVE	900930971	7/19/2019	LIGHT OUT	JOB COMPLETE	
7/24/2019	99999	927 KARLEE COURT	900931694	7/26/2019	LIGHT OUT	JOB COMPLETE	
8/1/2019	6574	9322 APPLE DRIVE	900932650	8/1/2019	ON DURING DAYTIME	JOB COMPLETE	
8/1/2019	8938	3412 GLENOAKS DRIVE	900932651	8/1/2019	LIGHT OUT/WIRE EXPOSED	JOB COMPLETE	8/19/2019
7/31/2019	9957&7804	265-273 CAMBRIDGE DRIVE	900932652	8/1/2019	REPLACE LIGHT FIXTURE	AWAITING MATERIAL	
8/5/2019	11027	8100 N.E. 10TH-8220 E. RENO	900933099	8/5/2019	LIGHTS OUT ON WALKING TRAILS	69039328	
8/12/2019	6903	8490 EAST RENO AVENUE	900933848	8/12/2019	LIGHT OUT	CONVERT TO LED	8/19/2019
8/15/2019	99999	MORRIS MCGEE DRIVE / REGIONAL PARK	900934359	8/15/2019	EXPOSED WIRE ON POLES		
8/23/2019	7812	932 HAZELWOOD DR./TOM POORE PARK	900935600	8/23/2019	LIGHT OUT	JOB COMPLETE	43696
8/23/2019	9124	9725 N.E. 3rd. STREET	900935601	8/23/2019	REPLACE POLE /LIGHT	JOB COMPLETE	8/19/2018
8/23/2019	7038	1001 WEST HAVENWOOD DR.	900935988	8/26/2019	LIGHT OUT	JOB COMPLETE	8/19/2019
8/27/2019	8962	9725 RHYTHM ROAD	900936634	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	8/19/2019
8/30/2019	11444	1901 ALBERT DRIVE	900936635	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	8/19/2019
8/30/2019	6529	596 EAST INDIAN DRIVE	900936637	8/30/2019	REPLACE POLE/LIGHT	JOB COMPLETE	8/19/2018
8/30/2019	10493	508 TRAUB PLACE	900936638	8/30/2019	REPLACE POLE/LIGHT		
8/30/2019	9328	1009 JASMINE LANE	900937201	9/3/2019	LIGHT OUT		
9/3/2019	6396-6407	8000-9000 N.E. 10TH. STREET	900937202	9/3/2019	LIGHTS OUT		
9/3/2019	ALL LIGHTS	1300 S. MIDWEST BLVD.	606994371	9/3/2019	KIWANAS PARK/LIGHTS OUT		
9/4/2019	7662-11860	10021-10405 S.E. 15TH STREET	900937457	9/5/2019	LIGHTS OUT		
9/5/2019	11578	549 EAST GRUMMAN DR.	900937458	9/5/2019	LIGHT OUT		
9/5/2019	10870	535 EAST BOEING DR.	900937459	9/5/2019	LIGHT OUT		
9/5/2019	7110	535 EAST CURTIS DR.	900937460	9/5/2019	LIGHT OUT		
9/5/2019	6424	535 EAST DOUGLAS DR.	900937461	9/5/2019	LIGHT OUT		
9/5/2019	7850	595 EAST ERCOUCPE DR.	900937462	9/5/2019	LIGHT OUT		
9/5/2019	11948	595 EAST FAIRCHILD DR.	900937463	9/5/2019	LIGHT OUT		
9/5/2019	10789	555 EAST HARMON DR.	900937464	9/5/2019	LIGHT OUT		
9/5/2019	6529	596 EAST INDIAN DR.	900937465	9/5/2019	LIGHT OUT		
9/5/2019	11012	101 WEST LILAC LANE	900937506	9/5/2019	LIGHT OUT		
9/5/2019	10151	461 WEST CURTIS DR.	900937507	9/5/2019	LIGHT OUT		
9/5/2019	10144	434 WEST ERCOUCPE DR.	900937508	9/5/2019	LIGHT OUT		
9/5/2019	8836-8925	830-480 ADAIR BLVD.	900937509	9/5/2019	LIGHTS OUT		
9/5/2019	8663	701 FOSTER PLACE	900937510	9/5/2019	LIGHT OUT		
9/5/2019	10643	803 STANSELL DR.	900937511	9/5/2019	LIGHT OUT		
9/9/2019	ALL LIGHTS	713 S.E.15TH ST. & CENTURY BLVD	900938241	9/9/2019	ALL LIGHTS/WALKING TRAILS		
9/9/2019	12531	8819 EAST MAIN ST.	900938242	9/9/2019	LIGHT OUT		
9/9/2019	8505	782 GENERAL SENTER DR.	900938243	9/9/2019	LIGHT OUT		
9/9/2019	9551	2417 NORTH TOWRY DR.	900938244	9/9/2019	LIGHT OUT		
9/9/2019	7549	800 EAST BOUSE DR.	900938245	9/9/2019	LIGHT OUT		
9/13/2019	8746	833 EAST ROSE DRIVE	900939077	9/13/2019	LIGHT OUT		
9/13/2019	7516/8439/11089	501 NORTH TINKER DRIVE	900939078	9/13/2019	ALL LIGHTS OUT		
9/16/2019	7805	9331 APPLE DRIVE	900939290	9/16/2019	LIGHT OUT		
9/16/2019	12276	741 BRIARWOOD DRIVE	90939291	9/16/2019	LIGHT OUT		
9/16/2019	99999	701 BRIARWOOD DRIVE	900939292	9/16/2019	LIGHT OUT		



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: September 24, 2019

SUBJECT: Discussion and consideration regarding a public presentation on development and design phase of the Midwest City Animal Shelter by Selser Schaefer Architects from Tulsa, OK.

Selser Schaefer Architects from Tulsa, Ok are completing the development design phase of the Midwest City Animal Welfare Center. All information has been given to the Animal Welfare Subcommittee for review and it is recommended Selser Schaefer do a public presentation on the progress of this bond project. This presentation is for informational purposes.

I am available for any additional questions or insight.

Staff recommends approval to move forward with the presentation.

Brandon Clabes
Chief of Police

Attachments: Development and Design Materials



Assistant City Manager
100 N. Midwest Boulevard
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vsullivan@MidwestCityOK.org
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Vaughn Sullivan, Assistant City Manager

DATE: September 24, 2019

SUBJECT: Discussion and consideration of a quarterly update on the progress of the execution of the General Obligation Bond (the Bond) projects.

The Bond projects are progressing nicely as you will see in the third quarter report below.

Tyler Incode Public Safety Software Enhancements (5% Completed):

As you may recall, Police, Fire, EMS, and 911 use Tyler Technologies Incode Public Safety for CAD/RMS/Court/Jail as their software package. Professional services for this custom development was awarded to Tyler Technologies at the September 10, 2019 council meeting. The next step for this project will be to start the custom development of the following:

1. Show built in Indicators at the top of the iPads Screen (Time, Connectivity, and Battery) - (Fire)
2. Arrive a Unit based on its Location and Distance from the Assigned Call Location - (Fire)
3. Allow decal to be run through OLETS on iPad - (Police)
4. Link Media from a Call for Service to any Generated Case Number in Incident Module - (Police & Fire)
5. Allow Mobile Unit to Go En Route from a Push Notification on the iPad - (Fire)
6. Allow Unit Allocation to be Defaulted to Rule, Time, Distance by Jurisdiction and Call Type - (Dispatch for Fire)
7. CAD WebView for calls for service - (Police & Fire)
8. Tyler Forms for reporting - (Dispatch)

Brazos handheld ticket writers (5% Completed):

As you may recall, Police requested (25) Brazos devices to use as their handheld ticket writers that interface with our Court software. This project was bid and awarded to the sole bidder, Tyler Technologies. PD sent this to Council for approval at the May 14, 2019 council meeting. The next step in this project will be to start the custom development of eCitations and eCrash solutions.

Police Mobile Computer Terminals (MCT's) (5% Completed):

As you may recall, Police requested new (MCT's). The equipment for this project was listed on State contract and was approved at the August 13, 2019 council meeting. The next step in this project will be to order the equipment, deploy the software, and install the equipment in the vehicles.

Storage Area Network (SAN's) (5% Completed):

As you may recall, the purchase and installation of the centralized storage equipment was listed on State contract and was approved at the August 13, 2019 council meeting. This equipment will be used by public safety departments as it provides the infrastructure that stores Body, In-car, and security footage as well as the critical servers throughout the City. The next step in this project will be to order and install the equipment.

Police Radios (30% Completed):

As you may recall, the purchase and installation of new Police P25 Public Safety mobile and portable radios was bid and awarded to Stolz Telecom at the August 13, 2019 council meeting. This equipment has been ordered and we waiting for it to arrive. Once the radios have been programmed, we will assign them to officers and start scheduling the installation of the mobile radios.

Fire Radios (50% Completed):

As you may recall, the purchase and installation of new Fire P25 Public Safety mobile and portable radios was bid and awarded to Stolz Telecom at the May 14, 2019 council meeting. This equipment has been ordered and we waiting for it to arrive. Once the radios have been programmed, we will assign them to proper personnel and start scheduling the installation of the mobile radios.

Storm Sirens (This project is 100% Completed):

As you may recall, the purchase and installation (10), outdoor warning Sirens, including poles and related hardware was bid and awarded Safety Com at the January 22, 2019 council meeting. This project has been completed and is operational at this time.

Encryption for the Storm Sirens (60% Completed):

On May 14, 2019, the council approved the installation and purchase of the AES encryption option which allows for a secure method of communicating and alerting the siren equipment. We are still working with the vendor to configure and test this solution.

P25 Site (This project is 100% completed):

As you may recall, the council approved the purchase of Public Safety P25 Communications Equipment in an effort to provide for more reliable radio communications. One of the limitations of the MOSAIC radio system is that the majority of the equipment is located at a single tower site. In order to overcome this issue Midwest City IT staff has worked with Stolz Telecom LLC to purchase recently deployed Public Safety P25 Communications equipment for a secondary site that includes a 7-channel single-site P25 700 MHz trunking radio system to be placed at the Tribune Broadcasting Oklahoma City, LLC tower site otherwise know as the "KFOR Tower Site."

Animal Shelter:

Earlier in the month of September, contractors razed the existing structures and with the help of Public Works, harvested some of trees to reuse within the new shelter.

On Tuesday, September 17th, the Bond Project Team met with the architects on the Animal Shelter to go over the development/design portion of the project, the results of which will be presented as a separate agenda item this evening.

The zoning request was heard at the September 2nd Planning Commission and was recommended for approval and will be under consideration as an agenda item tonight.

New G.O. Bond Funded Park:

Working from the Original Mile Park Master Plan, staff met with designers Ochsner Hare & Hare to set out parameters of the design and scope of the project. The contract has been submitted for consideration as an agenda item for Councils approval.

Mid-America Park:

Working with designers RL Shears Company's conceptual design, staff talked through different design concepts and construction sequences to maximize construction efforts. Discussions also include subcontracting the Disk Golf design due to the unique design requirements. Staff is working with Landscape Architect, Robert Shears, to incorporate the below mentioned plans for this park into ADG's contract.

Staff along with Robert Shears, and disk golf designer John Houck of HouckDesign, took a fieldtrip to the Dallas area on June 20th to walk through one of Mr. Houck's course designs and evaluate options. Staff also visited Flagpole Hill Park and met with playground equipment designer to discuss "inclusive" playground equipment and design.

Booster Station Renovation:

Design Engineers contract was approved at Sept 10 Council meeting for plan updates, once plans have incorporated staff's comments, the plans will be submitted to DEQ for approval and on to the bidding process.

Command Vehicle:

The suburban is ordered and we are waiting on the delivery to finish this project out.

Street Rehabilitation:

Contracts and bond are fully executed for both contracts. Pre-work meeting for asphalt and concrete work have been conducted and work orders will be issued starting in early October.

Multi-Purpose Sports Complex:

Site survey work is 90% complete and several concepts have been submitted to staff for comment. Pre-zoning application meeting was conducted in early September with outside council who will represent us during the process with OKC. Site planning should be complete in early November.

Reed Baseball Complex Renovations:

ADG has assisted with decisions related to consultant process and construction delivery methods. We are in the process of drafting an RFQ for consulting services in hopes of negotiating an engineering contract within 60 days.

John Conrad Golf Course:

We Received 6 submissions to our Golf Course Architect Request for Qualifications (RFQ). A review committee made up of the Assistant City Manager, Golf Director, Golf Course Superintendent, Community Development Director and ADG Project Manager has conducted interviews with 3 very well qualified golf course design consultants. As a result of the interviews, one consultant rose to the top as a clear winner and a scoping meeting has been scheduled with Heckenkemper Golf Course Design for late September.

MWC Soccer Complex – No activity to date

Vaughn Sullivan

Vaughn Sullivan, Assistant City Manger



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

To: Honorable Mayor and Council
From: Terri Craft, Grants Manager
Date: September 24, 2019
Subject: Discussion and consideration of appointing Ms. Julie Mallonee to fill the vacant Ward 4 position on the Citizens' Advisory Committee on Housing and Community Development.

Ms. Julie Mallonee, of 308 Davis Circle, has indicated her willingness to serve on the committee. She will be completing the expired term of Mr. John Black who recently resigned. Her term will expire on August 12, 2023.

The Citizens' Advisory Committee on Housing and Community Development meets on call 4 to 5 times a year. Members of the committee serve 4-year terms and are as follows:

		<u>Term Expires</u>
Mike Anderson	Ward 1 Appointee, Chairman	08/12/21
Tammy Pote	Ward 2 Appointee	08/12/23
Greta Stewart	Ward 3 Appointee	08/12/21
	Ward 4 Appointee	08/12/23
Kathy Gain	Ward 5 Appointee	08/12/23
Elaine Winterink	Ward 6 Appointee	08/12/23
Cy Valanejad	Mayor's Appointee, Vice Chairman	08/12/21

Staff recommends approval.

Terri L. Craft
Grants Manager



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Tim Lyon, City Manager

DATE: September 24, 2019

SUBJECT: Discussion and consideration of entering into executive session as allowed under Title 25 SS 307(B)(1) to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of any individual salaried public officer or employee.

Appropriate information will be dispersed during executive session.

Tim L. Lyon

TIM LYON, City Manager



FURTHER INFORMATION



Notice of regular Midwest City Planning Commission meetings in 2019 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2018 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

September 3, 2019 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on September 3, 2019 at 7:00 p.m., with the following members present:

Commissioners present: Stan Greil
Russell Smith
Dee Collins
Jess Huskey
Dean Hinton
Jim Smith
Jim Campbell

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

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

A. CALL TO ORDER
B. MINUTES

1. Motion was made by Collins, seconded by Huskey, to approve the minutes of the August 6, 2019 Planning Commission meeting as presented. Voting aye: Hinton, Collins, R.Smith, J. Smith, Campbell, Greil and Huskey. Nay: none. Motion carried.

- Chairman Greil announced that item number 4, PC-2020, would be moved to the top of the agenda and heard first.

C. NEW MATTERS:

1. **(PC-2020) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-4, General Commercial, for the properties described as a part the SW/4 of Section 35, T12N, R2W, addressed as 8485 E. Reno, 2901 Woodside Drive and 2905 Woodside Drive.**

Staff presented a brief overview of this item. Midwest City Police Chief, Brandon Clabes, was present to speak on this item. Commissioner Huskey asked if the current animal welfare center will close when this one opens. Staff stated that the new center would replace the existing one. Commissioner Collins asked if the location was decided on prior to the GO Bond vote. Mr. Clabes thought there were several locations being considered and was not certain if a location was listed on the ballot. Commissioner Collins asked staff to determine if the location was identified prior to the vote before this item is heard by the City Council. Commissioner Hinton asked if there were issues with people dropping off animals at the current facility. Mr. Clabes stated that yes, that does happen. Commissioner Smith asked if the area was impacted by the floodplain. The City Engineer stated that there was floodplain on the property but that the design does not encroach into the floodplain. Commission Collins asked if other communities have animal welfare centers in the center of town. Mr. Clabes stated that the shelters in other cities that were looked to in designing this shelter are not in the center of town. Commissioner Collins asked about the noise. Mr. Clabes explained that there would be outdoor runs but animals would be indoors at night. Staff stated that the Special Use Permit limits outdoor activities to the hours of 8:00 a.m. to 9:00 p.m. A motion was made by Huskey, seconded by Campbell, to recommend approval of the item. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

2 (PC-2017) Public hearing with discussion and consideration of approval of the Replat of a part of Lot 5, Block 1 of the Harper Addition, described as a part of the NW/4 of Section 31, T12N, R1W and addressed as 10301 NE 7th Street.

Staff presented a brief overview of this item. The applicant, Jeff Moore of 516 N. Cedar was present. There was general discussion about this item. Mr. Moore was not in favor of paying a fee in lieu of the half street and sidewalk requirements. Mr. Moore suggested that more discussion by the City Council was warranted regarding the option for waivers. Commissioner Smith stated he would like direction from the City Council. Commissioner Collins stated that a blanket charge for improvements may be unfair. R. Smith and Huskey raised concerns about half street improvements on otherwise, unimproved roads. Community Development Director Harless gave a brief description of the June 25 City Council meeting discussion. Mr. Moore explained that he developed nine lots by short form plat several years ago in the area of 12th and Avery and that the homes built on the lots that were created were \$250,000 homes and that this development could not have occurred if fees in lieu of improvements were required. A motion was made by R. Smith, seconded by Collins, to recommend approval of this item subject to staff comments and taking no action on the requested waivers to required half street and sidewalk improvements. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

3 (PC-2018) Discussion and consideration of approval of the Aspen Ridge Section 3 (formerly known as Turtlewood) Final Plat for the property

described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

Staff presented a brief overview of this item. The applicant, Chris Anderson, SMC, of 815 W. Main, was present. There was general discussion about this item. A motion was made by R. Smith, seconded by Huskey, to recommend approval of this item, subject to staff comments. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

- 4 (PC-2019) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to C-3, Community Commercial, and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to COMM, Commercial, for the property described as a part the NE/4 of Section 25, T12N, R2W, and further described as the north 115' of the parcel addressed as 9622 NE 23rd Street.**

Staff presented a brief overview of this item. The applicant, Godfrey Uwudia of 9622 NE 23rd Street, was present. There was general discussion about this item. A motion was made by Collins, seconded by Huskey to recommend approval of this item subject to staff comments. Voting aye: Huskey, Campbell, Hinton, Greil, R. Smith, Collins and J. Smith. Voting nay: none. Motion carried.

D. COMMISSION DISCUSSION: There was general discussion among the Commission and staff.

D. PUBLIC DISCUSSION: None.

E. FURTHER INFORMATION: None

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

The meeting adjourned at 7:44 p.m.

Stan Greil - Chairman
(KG)



MIDWEST CITY
MUNICIPAL AUTHORITY
MEETING AGENDA FOR
September 24, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: Bit.ly/youtubemwc.



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



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



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



CITY OF MIDWEST MUNICIPAL AUTHORITY AGENDA
City Hall - Midwest City Council Chambers, 100 N. Midwest Boulevard

September 24, 2019 – 6:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the September 10, 2019 meeting, as submitted. (Secretary - S. Hancock)
 2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$204,087; expenses/Hotel/Conf Center (40) \$204,087. Capital Improvements Revenue Bond Fund, expenses/Transfers Out (00) \$204,087. (Finance - C. Barron)
 3. 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 August 31, 2019. (City Manager - T. Lyon)
- C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

September 10, 2019 – 6:01 PM

This meeting was held in the Midwest City Council Chamber in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:40 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

CONSENT AGENDA. Reed made a motion to approve the consent agenda as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the August 13, 2019 meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Wastewater Fund, revenue/Intergovernmental (00) \$5,000; expenses/Wastewater (43) \$5,000.
3. 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 July 31, 2019.
4. Discussion and Consideration of approving an agreement with Centrada Solutions to implement the brand standard GRE/HSIA hardware and software television platform required by Marriott International for \$204,086.63 at the Sheraton/Delta Hotel.
5. Discussion and consideration of awarding a contract for design and interior architectural services to Flick Mars for the property improvement plan and brand conversion of the Midwest City Sheraton Hotel in the amount of \$230,000 plus other overhead costs outlined in the contract.
6. Discussion and consideration of accepting the Midwest City Soccer Club 2018-19 financial statement

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes closed the meeting at 8:41 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

100 N. Midwest Boulevard
Midwest City, OK 73110

cbarron@midwestcity.org

Office: 405-739-1245

www.midwestcityok.org

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, City Treasurer/Finance Director

DATE: September 24, 2019

SUBJECT: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2019-2020, increase: FF&E Reserve Fund, revenue/Transfers In (00) \$204,087; expenses/Hotel/Conf Center (40) \$204,087. Capital Improvements Revenue Bond Fund, expenses/Transfers Out (00) \$204,087.

The supplements are needed to budget contract with Centrada for TV hardware/software upgrade at hotel and transfer of bond proceeds from Capital Improvements Revenue Bond Fund to FF&E Reserve Fund to fund the purchase.

Christy Barron

Christy Barron
Finance Director

SUPPLEMENTS
September 24, 2019

Fund FF&E RESERVE		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	204,087			
40	Hotel/Conf Center			204,087	
		204,087	0	204,087	0
Explanation:					
To budget contract with Centrada for TV hardware/software upgrade at hotel. Funding to come from transfer in of revenue bond proceeds.					

Fund CAPITAL IMPROVEMENTS REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2019-2020			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			204,087	
		0	0	204,087	0
Explanation:					
To budget transfer out of bond proceeds to FF&E Reserve Fund. Funding to come from fund balance.					



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: September 24, 2019

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending August 31, 2019.

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
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2019-2020	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	372,710	481,117										
Actual (MTD)	299,162	477,929										
Budgeted (YTD)	372,710	853,827										
Actual (YTD)	299,162	777,091										
Expenses												
Budgeted (MTD)	389,068	464,352										
Actual (MTD)	386,683	443,824										
Budgeted (YTD)	389,068	853,420										
Actual (YTD)	386,683	830,507										
Revenue vs. Expenses												
Budgeted (MTD)	(16,358)	16,765										
Actual (MTD)	(87,521)	34,105										
Budgeted (YTD)	(16,358)	407										
Actual (YTD)	(87,521)	(53,416)										
Key Indicators												
Hotel Room Revenue	220,117	251,110										
Food and Banquet Revenue	57,751	195,299										

Fiscal Year 2018-2019	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Revenue												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	266,291	392,463	591,214	522,635	569,632	461,272
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	168,164	388,910	591,844	437,652	510,688	480,742
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	2,743,475	3,135,938	3,727,152	4,249,787	4,819,419	5,270,691
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	2,671,879	3,060,789	3,652,633	4,090,284	4,600,972	5,081,714
Expenses												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	351,565	381,945	501,702	469,862	497,663	426,201
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	317,815	355,961	474,876	412,524	423,702	463,262
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	2,925,667	3,307,612	3,809,314	4,279,176	4,776,839	5,203,040
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	2,803,947	3,159,907	3,634,783	4,047,307	4,471,009	4,934,271
Revenue vs. Expenses												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	(85,274)	10,518	89,512	52,773	71,969	26,071
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	(149,650)	32,950	116,968	25,127	86,986	17,480
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	(182,192)	(171,674)	(82,162)	(29,389)	42,580	67,651
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	(132,068)	(99,118)	17,850	42,977	129,963	147,443



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
MEETING AGENDA FOR
September 24, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: Bit.ly/youtubemwc.



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



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



The will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

September 24, 2019 - 6:02 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
- 1.** Discussion and consideration of approving the minutes of the meeting on September 10, 2019, as submitted. (Secretary - S. Hancock)
 - 2.** Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the draft Combined Financial Statements of Sooner Town Center II, LLC for calendar years ending December 31, 2017 and 2018. (Finance - C. Barron)
- C. **DISCUSSION ITEM.**
- 1.** Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance – C. Barron)
- D. **NEW BUSINESS/PUBLIC DISCUSSION.** The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. **ADJOURNMENT.**



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

September 10, 2019 – 6:02 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:41 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: none.

CONSENT AGENDA. Reed made a motion to approve the consent agenda, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the meeting on August 13, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2019-2020, increase: Hospital Authority Fund, revenue/Transfers In (90) \$74,676; expenses/Transfers Out (90) \$74,676; expenses/Hospital Authority (90) \$18,669.
3. Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2019 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:41 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance
100 N. Midwest Blvd.
Midwest City, OK 73110
405-739-1245
cbarron@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Memorial Hospital Authority Chairman and Trustees

FROM: Christy Barron, Finance Director

DATE: September 24, 2019

SUBJECT: Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the draft Combined Financial Statements of Sooner Town Center II, LLC for calendar years ending December 31, 2017 and 2018.

Attached for your review and approval are the management representation letters and the draft of the financial statements for calendar years 2017 and 2018.

Christy Barron
Finance Director

Attachments

September 24, 2019

Grant Thornton LLP
201 S. College St., Suite 2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audit of the financial statements of Sooner Town Center II, LLC (the "Company"), which comprise the balance sheets as of December 31, 2018 and December 31, 2017 and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of September 10, 2019, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Company has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of the Company's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that “related parties” include (1) affiliates of the Company; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Company and members of their immediate families; and (5) management of the Company and members of their immediate families.

Related parties also include (1) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2018 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in accordance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. We believe the information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the agreement.
10. We believe the rent expense for participation rent was \$64,628 for the year ended December 31, 2018.
11. We believe the amounts due for participation and other rent are \$103,045 as of December 31, 2018.
12. Based on the Agreement with the City, the Company is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Company did not reserve a cash balance in 2018.
13. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER II, LLC

Robert C. Collett
Managing Member

John Cheek
Consultant to Collett as an agent for Sooner Town Center II, LLC



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CHARLOTTE, NC 28204
Mailing: P.O. BOX 36799
CHARLOTTE, NC 28236-6799
704.206.8300 | WWW.COLLETTRE.COM

Katherine Fox
Chief Financial Officer of Collett as an agent for Sooner Town Center II, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II
Chairman

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew D. Dukes II
Chairman

Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center II, LLC

December 31, 2018 and 2017

DRAFT

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GRANT THORNTON LLP

201 S. College St
Suite 2500
Charlotte, NC 28244

D 704.632.3500
F 704.334.7701

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC:

We have audited the accompanying financial statements of Sooner Town Center II, LLC (an Oklahoma limited liability company) which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center II, LLC as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina
August XX, 2019

Balance sheets

December 31	2018	2017
	\$	\$
Assets		
Real property, at cost:		
Buildings	6,867,756	6,867,756
Land improvements and signage	1,772,745	1,772,745
	8,640,501	8,640,501
Less – Accumulated depreciation	(1,899,029)	(1,618,331)
Real property, net	6,741,472	7,022,170
Other assets:		
Cash and cash equivalents	260,157	542,440
Accounts receivable	74,370	44,334
Deferred rents receivable	23,402	18,166
Deferred charges, net	270,467	317,069
Total assets	7,369,868	7,944,179
Liabilities and members' deficit		
Liabilities:		
Notes payable (net of deferred loan costs of \$53,012 at December 31, 2018 and \$55,652 at December 31, 2017)	8,073,915	8,286,654
Accounts payable and accrued expenses	194,805	387,330
Unearned revenue	58,659	58,639
Total liabilities	8,327,379	8,732,623
Members' deficit	(957,511)	(788,444)
Total liabilities and members' deficit	7,369,868	7,944,179

The accompanying notes are an integral part of these financial statements.

Statements of operations

For the years ended December 31	2018	2017
	\$	\$
Rental revenues	1,240,809	1,236,856
Operating expenses:		
Common area maintenance	87,383	71,293
General and administrative expenses	255,457	291,097
Rent expense	130,232	129,811
Depreciation and amortization	330,833	357,392
Total operating expenses	803,905	849,593
Interest expense	452,479	461,430
Net loss	(15,575)	(74,167)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2016	(654,890)
Net loss	(74,167)
Distributions	(59,387)
Members' deficit, December 31, 2017	(788,444)
Net loss	(15,575)
Distributions	(153,492)
Members' deficit, December 31, 2018	(957,511)

DRAFT

Statements of cash flows

For the years ending December 31	2018	2017
	\$	\$
Cash flows from operating activities:		
Net loss	(15,575)	(74,167)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	280,698	290,983
Amortization	50,135	66,409
Changes in operating assets and liabilities:		
Accounts receivable	(30,036)	(2,704)
Deferred rents receivable	(5,236)	(5,236)
Deferred charges and other assets	(893)	(3,703)
Accounts payable and accrued expenses	(192,525)	155,040
Unearned revenue	20	(1,299)
Net cash provided by operating activities	86,588	425,323
Cash flows from financing activities:		
Repayments on note payable	(215,379)	(204,558)
Cash paid for deferred loan costs	-	(2,363)
Member distributions	(153,492)	(59,387)
Net cash used in financing activities	(368,871)	(266,308)
Net (decrease) increase in cash and cash equivalents	(282,283)	159,015
Cash and cash equivalents, beginning of year	542,440	383,425
Cash and cash equivalents, end of year	260,157	542,440
Supplemental disclosures of cash flow information:		
Cash paid for interest	453,482	455,079
Supplemental schedule of noncash financing activities:		
Deferred loan costs financed by debt borrowing	-	13,097

The accompanying notes are an integral part of these financial statements.

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement. The Project consists of 69,308 square feet of retail space and was completed in 2012.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2018 and 2017, the Company had three tenants. Each tenant comprised more than 10% of total revenue for the years ended December 31, 2018 and 2017. Two tenants comprised more than 10% of accounts receivable as of December 31, 2018 and one tenant comprised more than 10% of accounts receivable as of December 31, 2017.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$261,712 and \$261,919 for the years ended December 31, 2018 and 2017, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$35,331 and \$1,326 as of December 31, 2018 and 2017, respectively, and are included in accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the deferred rents receivable unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Receivables relating to percentage rent totaled \$39,039 and \$43,008 as of December 31, 2018 and 2017, respectively, and are included in accounts receivable on the accompanying balance sheets.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for both of the years ended December 31, 2018 and 2017.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$58,659 and \$58,639 as of December 31, 2018 and 2017, respectively.

At December 31, 2018, three tenants occupying 69,308 square feet were operating under noncancelable leases providing for future minimum rents of \$5,227,855 with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2018, are as follows. Most leases have renewal options, which are not included below.

	Amount
	\$
2019	936,448
2020	936,448
2021	936,448
2022	936,448
2023	274,161
Thereafter	1,207,902
	5,227,855

Accounts receivable are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Accounts receivable are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2018 or 2017.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years.

Depreciation on real property charged to operations was \$280,698 and \$290,983 for the years ended December 31, 2018 and 2017, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2018.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions and lease costs, and are stated at cost net of accumulated amortization. At December 31, 2018 and 2017, total deferred charges capitalized were \$592,727 with accumulated amortization of \$357,221 and \$309,726, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$47,495 and \$63,990 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2018 and 2017, respectively.

Deferred charges and other assets also includes \$34,961 and \$34,069 of prepaid expenses at December 31, 2018 and 2017, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (the FASB) issued Accounting Standards Update (ASU) No. 2014-09, "*Revenue from Contracts with Customers*." This new standard outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The core principle of the new standard is that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved a one-year deferral of the revenue recognition standard's effective date for all entities, changing the effective date to fiscal years beginning after December 31, 2018 and interim periods within fiscal years beginning after December 15, 2019. Early application is permitted. The guidance permits the use of either a retrospective or cumulative effect transition method. The Company has not yet selected a transition method and the Company is evaluating the effect the new standard will have on the financial statements and related disclosures.

Subsequent to the issuance of ASU No. 2014-09, the FASB has issued several ASUs such as ASU No. 2016-08, "*Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*", ASU No. 2016-10, "*Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing*," and ASU No. 2016-12, "*Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients*," among others. These ASUs do not change the core principle of the guidance stated in ASU No. 2014-09, instead these amendments are intended to clarify and improve operability of certain topics included within the revenue standard. These ASUs will have the same effective date and transition requirements as ASU No. 2014-09. The Company is evaluating the method and impact the adoption of these ASUs will have on the Company's financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, "*Leases (Topic 842)*." This new standard was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and increasing disclosures regarding leasing arrangements. The new standard is effective for fiscal years beginning after December 15, 2019 and interim periods within fiscal years beginning after December 15, 2020. Early adoption is permitted. The new standard requires a modified retrospective transition approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The Company is evaluating the effect that the adoption of the new standard will have on the financial statements and related disclosures.

In August 2016, the FASB issued ASU No. 2016-15, “*Statement of Cash Flows (Topic 230), Classification of Certain Cash Receipts and Cash Payments*.” This new standard was issued to reduce the existing diversity in practice in financial reporting across all industries by clarifying certain existing principles in ASC 230, Statement of Cash Flows, including providing additional guidance on how and what an entity should consider in determining the classification of certain cash flows. In addition, in November 2016, the FASB issued ASU No. 2016-18, “*Statement of Cash Flows (Topic 230), Restricted Cash*.” This new standard was issued to clarify certain existing principles in ASC 230, including providing additional guidance related to transfers between cash and restricted cash and how entities present, in their statement of cash flows, the cash receipts and cash payments that directly affect the restricted cash accounts. These new standards are effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted. The Company is evaluating the effect that the adoption of the new standard will have on the financial statements and related disclosures.

2 Note Payable

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Cumulative amounts borrowed as of December 31, 2018 and 2017 were \$8,126,927 and \$8,342,306, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate is variable at a rate equal to 3% per annum in excess of the five year Treasury Rate with a floor of 4.5%. On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest outstanding on the note will be due and payable on February 10, 2039. For the years ending December 31, 2018 and December 31, 2017, the interest rate was 5.44%.

The net deferred loan cost balance as of December 31, 2018 and 2017 of \$53,012 and \$55,652, respectively, is presented as a reduction of the related debt liabilities on the accompanying balance sheets.

Notes payable outstanding consisted of the following:

December 31	2018	2017
	\$	\$
Principal balance	8,126,927	8,342,306
Less - Unamortized deferred loan costs	53,012	55,652
Notes payable less unamortized deferred loan costs	8,073,915	8,286,654

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. The Company’s loan costs total \$154,609 as of December 31, 2018 and 2017, respectively, with accumulated amortization totaling \$101,597 and \$98,957 as of December 31, 2018 and 2017, respectively. Loan cost amortization expense of \$2,640 and \$2,419 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2018 and 2017, respectively.

Interest incurred related to the above notes payable totaled \$452,479 and \$461,430 for the years ended December 31, 2018 and 2017, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2019	226,308
2020	237,872
2021	252,567
2022	266,855
2023	281,952
Thereafter	6,861,373
	8,126,927

3 Leases

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$65,604 for the years ended December 31, 2018 and 2017. Unpaid rent expense related to this lease totaled \$103,045 and \$82,436 as of December 31, 2018 and 2017, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheets.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2019	45,000
2020	45,000
2021	45,000
2022	45,750
2023	49,500
Thereafter	2,772,632
	3,002,882

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net cash flows as defined measured on a cumulative basis. Rent commenced on October 31, 2012 under this lease, which expires on October 31, 2062, with a five year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent is \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease totaled \$64,628 and \$64,207 for the years ended December 31, 2018 and 2017, respectively.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections for providing property management services. Such fees totaled \$48,221 and \$49,105 for the years ending December 31, 2018 and 2017, respectively. The Company paid nominal amounts for various expense reimbursements to Collett for the years ended December 31, 2018 and 2017.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$8,100 and \$12,685 in fees to Cheek for the years ended December 31, 2018 and 2017, respectively.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$11,255 and \$14,307 for the years ended December 31, 2018 and 2017, respectively.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2018 through _____, the date the financial statements were available to be issued.

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Supplementary information

Schedule III – Net cash flow

For the years ended December 31	2018	2017
	\$	\$
Net operating income	797,113	799,623
Less - Debt service	(667,858)	(671,210)
Net cash flow, current year	129,255	128,413
Less - Cash reserve	-	-
Net cash flow, after reserves	129,255	128,413
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	64,628	64,207

Schedule II – Debt service

For the years ended December 31	2018	2017
	\$	\$
Debt service:		
Interest expense per audited financial statements	452,479	461,430
Principal payments and loan costs	215,379	209,780
Total debt service	667,858	671,210

DRAFT

Schedule III – Net cash flow

For the years ended December 31	2018	2017
	\$	\$
Net operating income	797,113	799,623
Less - Debt service	(667,858)	(671,210)
Net cash flow, current year	129,255	128,413
Less - Cash reserve	-	-
Net cash flow, after reserves	129,255	128,413
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	64,628	64,207

Schedule IV – Subtenant rents

For the years ended December 31	2018	2017
	\$	\$
Tenant rents	1,205,557	1,227,617
Total rents (cash basis)	1,205,557	1,227,617

DRAFT



DISCUSSION ITEM





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Christy Barron, Finance Director

Date: September 24, 2019

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

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

Christy Barron
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY
ECONOMIC DEVELOPMENT AUTHORITY
MEETING AGENDA FOR
September 24, 2019



The 6:00 PM meetings will be shown live on Channel 20 and streamed live on the City of Midwest City - Government Facebook page.



The recorded video will be available on YouTube and the City's website within 48 hours: Bit.ly/youtubemwc.



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



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



The Council will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. However, they will informally gather at or after 5:00 PM in the second floor conference room for dinner, but no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

September 24, 2019 - 6:03 PM

A. CALL TO ORDER.

B. CONSENT AGENDA.

1. Discussion and consideration of approving the minutes of the 8/13/19 EDA Meeting, as submitted. [\(City Clerk - S. Hancock\)](#)
2. Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the draft Combined Financial Statements of Sooner Town Center II, LLC for calendar years ending December 31, 2017 and 2018. (Finance - C. Barron)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

1. 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. (Economic Development - R. Coleman)



CONSENT AGENDA



A notice for the special Midwest City Economic Development Authority was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Economic Development Authority Special Meeting Minutes

August 13, 2019 – 6:03 pm

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:15 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Sean Reed, and Jeff Moore with Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Tim Lyon. Absent: Española Bowen and Christine Allen.

DISCUSSION ITEM.

- 1. Discussion and consideration of approving the minutes of the special meeting on July 23, 2019, as submitted.** Reed made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Reed, Moore, and Chairman Dukes. Nay: none. Absent: Bowen and Allen. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION.

There was no new business or public discussion.

EXECUTIVE SESSION.

1. 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. **Executive Session not needed.**

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:17 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance
100 N. Midwest Blvd.
Midwest City, OK 73110
405-739-1245
cbarron@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Economic Development Authority Chairman and Trustees

FROM: Christy Barron, Finance Director

DATE: September 24, 2019

SUBJECT: Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the draft Combined Financial Statements of Sooner Town Center II, LLC for calendar years ending December 31, 2017 and 2018.

Attached for your review and approval are the management representation letter and the draft financial statements for calendar years 2017 and 2018.

Christy Barron
Finance Director

Attachments

September 24, 2019

Grant Thornton LLP
201 S. College St., Suite 2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audit of the financial statements of Sooner Town Center II, LLC (the "Company"), which comprise the balance sheets as of December 31, 2018 and December 31, 2017 and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation of the financial statements in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of September 10, 2019, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Company has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Company has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of the Company's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that “related parties” include (1) affiliates of the Company; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Company and members of their immediate families; and (5) management of the Company and members of their immediate families.

Related parties also include (1) other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. We are not aware of any pending or threatened litigation, claims, or assessments or unasserted claims or assessments whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (ASC 450, *Contingencies*), and we have not consulted legal counsel concerning such litigation, claims, or assessments.
8. The calculation of participation rent for the year ended December 31, 2018 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents is prepared in accordance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. We believe the information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the agreement.
10. We believe the rent expense for participation rent was \$64,628 for the year ended December 31, 2018.
11. We believe the amounts due for participation and other rent are \$103,045 as of December 31, 2018.
12. Based on the Agreement with the City, the Company is able to factor in a cash reserve to the Net Operating Income section of the Participation Rent Expense calculation. Per the agreement, both parties must agree to any cash reserve amounts. The Company did not reserve a cash balance in 2018.
13. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER II, LLC

Robert C. Collett
Managing Member

John Cheek
Consultant to Collett as an agent for Sooner Town Center II, LLC



1111 METROPOLITAN AVE, STE 700
CHARLOTTE, NC 28204
Mailing: P.O. BOX 36799
CHARLOTTE, NC 28236-6799
704.206.8300 | WWW.COLLETTRE.COM

Katherine Fox
Chief Financial Officer of Collett as an agent for Sooner Town Center II, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II
Chairman

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew D. Dukes II
Chairman

Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center II, LLC

December 31, 2018 and 2017

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GRANT THORNTON LLP

201 S. College St
Suite 2500
Charlotte, NC 28244

D 704.632.3500
F 704.334.7701

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC:

We have audited the accompanying financial statements of Sooner Town Center II, LLC (an Oklahoma limited liability company) which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center II, LLC as of December 31, 2018 and 2017, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information included in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

GRANT THORNTON LLP (signed manually)

Charlotte, North Carolina
August XX, 2019

Balance sheets

December 31	2018	2017
	\$	\$
Assets		
Real property, at cost:		
Buildings	6,867,756	6,867,756
Land improvements and signage	1,772,745	1,772,745
	8,640,501	8,640,501
Less – Accumulated depreciation	(1,899,029)	(1,618,331)
Real property, net	6,741,472	7,022,170
Other assets:		
Cash and cash equivalents	260,157	542,440
Accounts receivable	74,370	44,334
Deferred rents receivable	23,402	18,166
Deferred charges, net	270,467	317,069
Total assets	7,369,868	7,944,179
Liabilities and members' deficit		
Liabilities:		
Notes payable (net of deferred loan costs of \$53,012 at December 31, 2018 and \$55,652 at December 31, 2017)	8,073,915	8,286,654
Accounts payable and accrued expenses	194,805	387,330
Unearned revenue	58,659	58,639
Total liabilities	8,327,379	8,732,623
Members' deficit	(957,511)	(788,444)
Total liabilities and members' deficit	7,369,868	7,944,179

The accompanying notes are an integral part of these financial statements.

Statements of operations

For the years ended December 31	2018	2017
	\$	\$
Rental revenues	1,240,809	1,236,856
Operating expenses:		
Common area maintenance	87,383	71,293
General and administrative expenses	255,457	291,097
Rent expense	130,232	129,811
Depreciation and amortization	330,833	357,392
Total operating expenses	803,905	849,593
Interest expense	452,479	461,430
Net loss	(15,575)	(74,167)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2016	(654,890)
Net loss	(74,167)
Distributions	(59,387)
Members' deficit, December 31, 2017	(788,444)
Net loss	(15,575)
Distributions	(153,492)
Members' deficit, December 31, 2018	(957,511)

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Statements of cash flows

For the years ending December 31	2018	2017
	\$	\$
Cash flows from operating activities:		
Net loss	(15,575)	(74,167)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	280,698	290,983
Amortization	50,135	66,409
Changes in operating assets and liabilities:		
Accounts receivable	(30,036)	(2,704)
Deferred rents receivable	(5,236)	(5,236)
Deferred charges and other assets	(893)	(3,703)
Accounts payable and accrued expenses	(192,525)	155,040
Unearned revenue	20	(1,299)
Net cash provided by operating activities	86,588	425,323
Cash flows from financing activities:		
Repayments on note payable	(215,379)	(204,558)
Cash paid for deferred loan costs	-	(2,363)
Member distributions	(153,492)	(59,387)
Net cash used in financing activities	(368,871)	(266,308)
Net (decrease) increase in cash and cash equivalents	(282,283)	159,015
Cash and cash equivalents, beginning of year	542,440	383,425
Cash and cash equivalents, end of year	260,157	542,440
Supplemental disclosures of cash flow information:		
Cash paid for interest	453,482	455,079
Supplemental schedule of noncash financing activities:		
Deferred loan costs financed by debt borrowing	-	13,097

The accompanying notes are an integral part of these financial statements.

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement. The Project consists of 69,308 square feet of retail space and was completed in 2012.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2018 and 2017, the Company had three tenants. Each tenant comprised more than 10% of total revenue for the years ended December 31, 2018 and 2017. Two tenants comprised more than 10% of accounts receivable as of December 31, 2018 and one tenant comprised more than 10% of accounts receivable as of December 31, 2017.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the non-cancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$261,712 and \$261,919 for the years ended December 31, 2018 and 2017, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$35,331 and \$1,326 as of December 31, 2018 and 2017, respectively, and are included in accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the deferred rents receivable unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Receivables relating to percentage rent totaled \$39,039 and \$43,008 as of December 31, 2018 and 2017, respectively, and are included in accounts receivable on the accompanying balance sheets.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for both of the years ended December 31, 2018 and 2017.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$58,659 and \$58,639 as of December 31, 2018 and 2017, respectively.

At December 31, 2018, three tenants occupying 69,308 square feet were operating under noncancelable leases providing for future minimum rents of \$5,227,855 with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2018, are as follows. Most leases have renewal options, which are not included below.

	Amount
	\$
2019	936,448
2020	936,448
2021	936,448
2022	936,448
2023	274,161
Thereafter	1,207,902
	5,227,855

Accounts receivable are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Accounts receivable are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2018 or 2017.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years.

Depreciation on real property charged to operations was \$280,698 and \$290,983 for the years ended December 31, 2018 and 2017, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2018.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions and lease costs, and are stated at cost net of accumulated amortization. At December 31, 2018 and 2017, total deferred charges capitalized were \$592,727 with accumulated amortization of \$357,221 and \$309,726, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$47,495 and \$63,990 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2018 and 2017, respectively.

Deferred charges and other assets also includes \$34,961 and \$34,069 of prepaid expenses at December 31, 2018 and 2017, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (the FASB) issued Accounting Standards Update (ASU) No. 2014-09, "*Revenue from Contracts with Customers*." This new standard outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers. The core principle of the new standard is that revenue should be recognized to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In July 2015, the FASB approved a one-year deferral of the revenue recognition standard's effective date for all entities, changing the effective date to fiscal years beginning after December 31, 2018 and interim periods within fiscal years beginning after December 15, 2019. Early application is permitted. The guidance permits the use of either a retrospective or cumulative effect transition method. The Company has not yet selected a transition method and the Company is evaluating the effect the new standard will have on the financial statements and related disclosures.

Subsequent to the issuance of ASU No. 2014-09, the FASB has issued several ASUs such as ASU No. 2016-08, "*Revenue from Contracts with Customers (Topic 606): Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*", ASU No. 2016-10, "*Revenue from Contracts with Customers (Topic 606): Identifying Performance Obligations and Licensing*," and ASU No. 2016-12, "*Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients*," among others. These ASUs do not change the core principle of the guidance stated in ASU No. 2014-09, instead these amendments are intended to clarify and improve operability of certain topics included within the revenue standard. These ASUs will have the same effective date and transition requirements as ASU No. 2014-09. The Company is evaluating the method and impact the adoption of these ASUs will have on the Company's financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, "*Leases (Topic 842)*." This new standard was issued to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and increasing disclosures regarding leasing arrangements. The new standard is effective for fiscal years beginning after December 15, 2019 and interim periods within fiscal years beginning after December 15, 2020. Early adoption is permitted. The new standard requires a modified retrospective transition approach for all leases existing at, or entered into after, the date of initial application, with an option to use certain transition relief. The Company is evaluating the effect that the adoption of the new standard will have on the financial statements and related disclosures.

In August 2016, the FASB issued ASU No. 2016-15, “*Statement of Cash Flows (Topic 230), Classification of Certain Cash Receipts and Cash Payments.*” This new standard was issued to reduce the existing diversity in practice in financial reporting across all industries by clarifying certain existing principles in ASC 230, Statement of Cash Flows, including providing additional guidance on how and what an entity should consider in determining the classification of certain cash flows. In addition, in November 2016, the FASB issued ASU No. 2016-18, “*Statement of Cash Flows (Topic 230), Restricted Cash.*” This new standard was issued to clarify certain existing principles in ASC 230, including providing additional guidance related to transfers between cash and restricted cash and how entities present, in their statement of cash flows, the cash receipts and cash payments that directly affect the restricted cash accounts. These new standards are effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. Early adoption is permitted. The Company is evaluating the effect that the adoption of the new standard will have on the financial statements and related disclosures.

2 Note Payable

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Cumulative amounts borrowed as of December 31, 2018 and 2017 were \$8,126,927 and \$8,342,306, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate is variable at a rate equal to 3% per annum in excess of the five year Treasury Rate with a floor of 4.5%. On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest outstanding on the note will be due and payable on February 10, 2039. For the years ending December 31, 2018 and December 31, 2017, the interest rate was 5.44%.

The net deferred loan cost balance as of December 31, 2018 and 2017 of \$53,012 and \$55,652, respectively, is presented as a reduction of the related debt liabilities on the accompanying balance sheets.

Notes payable outstanding consisted of the following:

December 31	2018	2017
	\$	\$
Principal balance	8,126,927	8,342,306
Less - Unamortized deferred loan costs	53,012	55,652
Notes payable less unamortized deferred loan costs	8,073,915	8,286,654

Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. The Company’s loan costs total \$154,609 as of December 31, 2018 and 2017, respectively, with accumulated amortization totaling \$101,597 and \$98,957 as of December 31, 2018 and 2017, respectively. Loan cost amortization expense of \$2,640 and \$2,419 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2018 and 2017, respectively.

Interest incurred related to the above notes payable totaled \$452,479 and \$461,430 for the years ended December 31, 2018 and 2017, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2019	226,308
2020	237,872
2021	252,567
2022	266,855
2023	281,952
Thereafter	6,861,373
	8,126,927

3 Leases

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$65,604 for the years ended December 31, 2018 and 2017. Unpaid rent expense related to this lease totaled \$103,045 and \$82,436 as of December 31, 2018 and 2017, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheets.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2019	45,000
2020	45,000
2021	45,000
2022	45,750
2023	49,500
Thereafter	2,772,632
	3,002,882

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net cash flows as defined measured on a cumulative basis. Rent commenced on October 31, 2012 under this lease, which expires on October 31, 2062, with a five year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent is \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease totaled \$64,628 and \$64,207 for the years ended December 31, 2018 and 2017, respectively.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections for providing property management services. Such fees totaled \$48,221 and \$49,105 for the years ending December 31, 2018 and 2017, respectively. The Company paid nominal amounts for various expense reimbursements to Collett for the years ended December 31, 2018 and 2017.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$8,100 and \$12,685 in fees to Cheek for the years ended December 31, 2018 and 2017, respectively.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$11,255 and \$14,307 for the years ended December 31, 2018 and 2017, respectively.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2018 through _____, the date the financial statements were available to be issued.

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Supplementary information

Schedule I – Net operating income

For the years ended December 31	2018	2017
	\$	\$
Rental revenues per audited financial statements	1,240,809	1,236,856
Adjustments to cash basis:		
Accounts receivable	(30,036)	(2,704)
Deferred rents receivable	(5,236)	(5,236)
Unearned rent	20	(1,299)
Gross operating revenue (cash basis)	1,205,557	1,227,617
Total operating expenses	803,905	849,593
Adjustments for noncash expenses and expenses funded with loan proceeds:		
Depreciation and amortization	(330,833)	(357,392)
Participation rent, accrued or paid	(64,628)	(64,207)
Operating expenses	408,444	427,994
Net operating income	797,113	799,623

Schedule II – Debt service

For the years ended December 31	2018	2017
	\$	\$
Debt service:		
Interest expense per audited financial statements	452,479	461,430
Principal payments and loan costs	215,379	209,780
Total debt service	667,858	671,210

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Schedule III – Net cash flow

For the years ended December 31	2018	2017
	\$	\$
Net operating income	797,113	799,623
Less - Debt service	(667,858)	(671,210)
Net cash flow, current year	129,255	128,413
Less - Cash reserve	-	-
Net cash flow, after reserves	129,255	128,413
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	64,628	64,207

Schedule IV – Subtenant rents

For the years ended December 31	2018	2017
	\$	\$
Tenant rents	1,205,557	1,227,617
Total rents (cash basis)	1,205,557	1,227,617

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NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: September 24, 2019

SUBJECT: 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.

Appropriate information will be dispersed during executive session.

Robert Coleman
Economic Development Director