



MIDWEST CITY
MEETING AGENDAS FOR
September 11, 2018

STAFF BRIEFING

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

September 11, 2018 – 6:00 PM

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

If special assistance is needed during a meeting, call 739-1388.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Memorial Hospital Authority, and Special Economic Development Authority meetings for September 11, 2018.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

September 11, 2018 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Public Works Director Vaughn Sullivan
- Pledge of Allegiance by Councilmember Byrne
- Community-related announcements and comments
- Mayoral Proclamations for retirees

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration of approving the minutes of the staff briefing, and regular meetings of August 28, 2018, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Police Fund, revenue/Miscellaneous (00) \$4,483; expenses/Police (62) \$4,483. Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$87,164. CDBG Fund, Grants Management (39) \$274,254. Grants Fund, revenue/Intergovernmental (62) \$50,000; revenue/Transfers In (62) \$3,825; expenses/Police (62) \$53,825. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,825. Grants Fund, revenue/Intergovernmental (62) \$8,942; expenses/Police (62) \$8,942. (Finance - C. Barron)
3. Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2018-19 (Emergency Management - M. Bower)
4. Discussion and consideration of entering into a Bond Counsel Contract with Hilborne and Weidman for legal services associated with the \$53,650,000 General Obligation Bond issue. (City Manager - G. Henson)
5. Discussion and consideration of entering into a Municipal Advisor Contract with the Baker Group for expert financial advice associated with the \$53,650,000 General Obligation Bond issue. (City Manager - G. Henson)
6. Discussion and consideration of approving and entering into an agreement with McAfee & Taft, PC and Fulmer Sill, PLLC for representation and a fee agreement to represent the City of Midwest City for a cause of action against certain Opioid Manufacturing, Distributors and potentially other third parties for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of opioids. (City Manager - T. Lyon)

7. Discussion and consideration of approving a resolution to provide for retention of attorneys to address the opioid epidemic. (City Manager - T. Lyon)
8. Discussion and consideration of awarding the bid to and entering into a contract with Cimarron Construction Company in the amount of \$416,886.00 for the Sooner Road I-40 water line relocation project. (Community Development - P. Menefee)
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180611 from the State Department of Environmental Quality for The Estates at Midwest City Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
10. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055180389 from the State Department of Environmental Quality for the Turtlewood Addition Section 6 Water Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
11. Discussion and consideration of ratifying, approving and entering into the FY 2019 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City. (Community Development - P. Menefee)
12. Discussion and consideration of reappointing Taiseka Adams to the Midwest City Park and Recreation Board for a three-year term ending on September 12, 2021. (Public Works - V. Sullivan)
13. Discussion and consideration of 1) declaring as surplus a printer; 3 office chairs; plan holder; 2 bound atlases; 2 coffee table map books; Cellugraf 5/16" signals – 1 box; 2 MX-20 holders; Post It note tray; index card box; assorted jewel cases; note tray; Sharp calculator; Universal twin spool ribbon for Canon, Sharp, Royal; Ruwe markers – 1 box; Bates old style phone number keeper; express moistener; wire remote holder; metal file fasteners – partial box; 3 typewriter ribbons Monroe Marc 2 EPC; Tru-Point abrasive cups – 2 boxes; machine eraser strips – 2 boxes; index card box separators 6X4 – partial pack; and 2) authorizing their disposal by public auction or sealed bid. (Community Development – B. Harless)
14. Discussion and consideration of declaring as surplus property Optec Message Board Serial #011457-01-00151, Equipment # 3428-R-24X64, Stihl weedeater serial # 510649437 equipment # 09-07-105, Stihl weedeater Serial # 388963746, equipment # 09-07-69, Stihl weedeater serial # 502781672, equipment # 09-07-128, quantity two (2) 5 to 12 year old children climbing sets, quantity one (1) each: 4 swings swing set, 16' monkey bars, 5 to 12 year old children enclosed slides, Harley Davidson golf cart, Low Boy semi-trailer serial # 1A1835205D1535921, equipment # 09-10-11, Low Boy semi-trailer serial # 11679TR1, equipment # 09-10-01 and International semi-truck serial # 1HSGGG3RXXMH325895 equipment # 09-03-18. (Public Works - V. Sullivan)

D. DISCUSSION ITEMS.

1. (PC-1961) Discussion and consideration of approving and passing an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 5, Supplemental Regulations, Section 5.12 Exterior Construction and Design Requirements, Section 5.12.1 Exterior Construction Requirements and Standards and providing for repealer and severability. (Community Development - B. Harless)
2. (PC – 1960) Discussion and consideration of approval of the proposed preliminary plat of Windsor Meadows, described as a part of the NE/4 of Section 1, T11N, R2W, located on the west side of Saint Paul Ave. This item was tabled at the July 24, 2018 City Council meeting. (Community Development - B. Harless)
3. Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article VIII, Purchasing, Section 2-116, Generally; and providing for repealer and severability. (City Clerk - S. Hancock)
4. Discussion and consideration of accepting the resignation of two previous members, Rella Johnson and Valencia Howell, and appointing three new members to the Original Mile Reinvestment Committee. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Staff Briefing Minutes

August 28, 2018 – 6:00 PM

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

Mayor Matthew Dukes** called the meeting to order at 6:01 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, *Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council for August 28, 2018. Council and Staff made community-related announcements and discussed individual agenda items.

* Councilmember Reed left the meeting at 6:49 PM and returned at 6:51 PM.

**Mayor Dukes left the meeting at 6:52 PM and returned at 6:52 PM.

Mayor Dukes adjourned the meeting at 7:03 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

A notice for the regular meetings of the Midwest City Council were 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

August 28, 2018 – 7:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 7:11 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Española Bowen, Sean Reed, *Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Opening Business. Assistant City Manager Tim Lyon opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Eads. Council and staff made community-related announcements. The Mayor presented Retiree, Kathy Trainer, with a proclamation.

Consent Agenda.

Eads made a motion to approve the consent agenda, as submitted, except for item 7, seconded by Reed. 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 staff briefing, and regular meetings of August 14, 2018, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Reimbursed Projects Fund, revenue/Inter-governmental (14) \$10,000; expenses/General Gov't (14) \$10,000; revenue/Inter-governmental (39) \$16,000; expenses/Grants Management (39) \$16,000. Dedicated Tax 2012 Fund, revenue /Transfers In (00) \$17,878. Grants Fund, revenue/Inter-governmental (64) \$310,091; expenses/Fire (64) \$310,091. Capital Improvements Fund, expenses/Capital Improvements (57) \$3,800.
3. Discussion and consideration of accepting the City Manager's Report for the month of July, 2018.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2018/2019 and amending the Administrative Services Agreement with Health Care Services Corporation which provides administrative services for the Employee Health Benefits Plan changing Active Employee eligibility from the first of the month following sixty (60) days of employment to the first of the month following one month of employment. This change will not add any additional fees to the existing agreement.
6. Discussion and consideration of approving a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County.

7. **Discussion and consideration of approving and entering into a Cooperative Agreement with the Midwest City Chamber of Commerce that governs the terms and conditions under which that organization will receive up to \$5,000 from the City for the 2018 Youth Excel program.** Bonnie Cheatwood, Executive Director of the Chamber of Commerce, spoke with the Council. After discussion, Reed made a motion to approve the contract, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
8. Discussion and consideration of accepting the Midwest City YMCA baseball 2017-2018 financial statement.
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180439 from the State Department of Environmental Quality for the Johnson Homestead Addition Sewer Line Extension, Midwest City, Oklahoma.
10. Discussion and consideration of renewing the agreement with the City of Harrah for animal care services for the remaining portion of fiscal year 2018-19.
11. Discussion and consideration of the monthly Neighborhood Services report for July 2018.
12. Discussion and consideration of confirming the mayor's reappointment of Carolyn Leslie to continue to serve as the Midwest City representative on the Metropolitan Library Commission for an additional three-year term.
13. Discussion and consideration of declaring miscellaneous office equipment and supplies, as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

Discussion Items.

1. **(PC – 1953) Public hearing with discussion and consideration of approval an ordinance to redistrict from R-MH-2, Manufactured Home Park District to Planned Unit Development (PUD) governed by the R-MD, Medium Density Residential District and a resolution to amend the Comprehensive Plan from MH, Manufactured Home, to MDR, Medium Density Residential, for the property described as a tract of land lying in the NW/4 of Section 25, T-12-N, R-2-W, located at 2222 N. Douglas Blvd. This item was continued at the June 26, 2018 Council meeting. At the July 25, 2018 Council meeting, the Council allowed this revised PUD to be re-heard by the Planning Commission on August 7, 2018.** Staff, Chris Gray and Scott Storham with Crafton Tull, and Tom Jones with City Rescue Mission all addressed the Council. After discussion, Reed made a motion to approve Ordinance 3344 and Resolution 2018-18 with the variance of 138 parking spaces, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **(PC – 1962) Discussion and consideration of approval of the proposed preliminary plat of Nider Addition, described as a part of the SE/4 of Section 31, T12N, R1W, addressed as 10712 NE 4th Street.** After discussion with staff, Byrne made a motion to approve the plat, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried

3. **(PC-1963) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Residential to SPUD, Simplified Planned Unit Development governed by the C-3, Community Commercial district for the property described as a part of the SE/4 of Section 32, T-12-N, R-1-W, located at 11901 E. Reno Ave.** After discussion with David Box, 522 Colcord Dr. OKC, and Justin Dill and Dan Pryor, Dollar General Representatives, Moore made a motion to approve Ordinance 3345, as submitted, seconded by Bowen. Voting aye: Bowen, Allen, Moore, and Mayor Dukes. Nay: Eads, Byrne, and Reed. Absent: none. Motion carried.

* Councilmember Allen left the meeting at 8:04 PM and returned at 8:05 PM.

4. **(PC-1964) 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-6, Single Family Residential District, for the property described as Lot 15, Block 21 of the Speckman Heights Addition, located at 101 E. Kittyhawk Dr.** Eads made a motion to approve Ordinance 3346, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **(PC-1965) 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-6, Single Family Residential District, for the property described as Lot 5, Block 6 of the Pine Addition, located at 220 E. Kittyhawk Dr.** Bowen made a motion to approve Ordinance 3347, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and consideration of appointing two qualified electors residing in Oklahoma County, to represent the City of Midwest City on the Board of Directors of the Central Oklahoma Master Conservancy District (COMCD) for a four-year term and submitting those names to the Cleveland County district judge, who will appoint them to membership on the Board of Directors of the COMCD.** Byrne made a motion to reappoint Mr. Kevin Anders and Mr. Bill Janacek for another four-year-term to end on September 13, 2022, seconded by Eads. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
7. **Discussion and consideration of accepting the Oklahoma Spartans Youth Football Organization 2017-2018 financial statement.** After Council discussion, Allen made a motion to accept the report and requested an update at the end of the year 2018, seconded by Moore. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

- * At 8:16 PM, Eads made a motion to recess, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
- * At 8:38 PM, the Council returned to the meeting.

Executive Sessions.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss to joining pending litigation against Opioid manufacturers, distributors, and other potential defendants that are responsible for the opioid epidemic, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

At 8:38 PM, Eads made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

At 9:06 PM, Eads made a motion to return to open session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Reed made a motion to authorize the City Manager to proceed as discussed in executive session, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 9:06 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: September 11, 2018

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Police Fund, revenue/Miscellaneous (00) \$4,483; expenses/Police (62) \$4,483. Sooner Rose TIF Fund, expenses/Hospital Authority (90) \$87,164. CDBG Fund, Grants Management (39) \$274,254. Grants Fund, revenue/Intergovernmental (62) \$50,000; revenue/Transfers In (62) \$3,825; expenses/Police (62) \$53,825. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,825. Grants Fund, revenue/Intergovernmental (62) \$8,942; expenses/Police (62) \$8,942.

The first supplement is needed to budget insurance proceeds to be used to pay for repairs on damaged police vehicles. The second supplement is needed to budget public improvements related to Sooner Rose Phase 2. The third supplement is needed to roll forward budget in CDBG Fund from fiscal year 2017-2018 to current fiscal year. The fourth and fifth supplements are needed to budget 2018 Safe Oklahoma Grant from Oklahoma Office of Attorney General and transfer from Police Impound Fees Fund to Grants Fund to pay for social security expenses related to grant. The sixth supplement is needed to budget fiscal year 2018 Byrne Justice Assistance Grant from U.S. Department of Justice to be used to purchase law enforcement equipment.

Christy Barron
Finance Director

SUPPLEMENTS
September 11, 2018

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	Miscellaneous	4,483			
62	Police			4,483	
		4,483	0	4,483	0
Explanation: To budget insurance proceeds to be used to pay for repairs on damaged police vehicles.					

Fund SOONER ROSE TIF (352)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
90	Hospital Authority			87,164	
		0	0	87,164	0
Explanation: To budget public improvements related to Sooner Rose Phase 2. Funding to come from fund balance.					

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
39	Grants Management			274,254	
		0	0	274,254	0
Explanation: To roll forward budget in CDBG Fund from fiscal year 2017-2018 to current fiscal year. Funding to come from fund balance.					

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	Intergovernmental	50,000			
62	Transfers In	3,825			
62	Police			53,825	
		53,825	0	53,825	0
Explanation: To budget 2018 Safe Oklahoma Grant from Oklahoma Office of Attorney General and transfer in from Police Impound Fees Fund to pay for social security expenses related to grant.					

SUPPLEMENTS
September 11, 2018

Fund POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Transfers Out			3,825	
		<u>0</u>	<u>0</u>	<u>3,825</u>	<u>0</u>

Explanation:
To budget transfer out to Grants Fund to pay for social security expenses related to 2018 Safe Oklahoma Grant. Funding to come from fund balance.

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	8,942			
62	Police			8,942	
		<u>8,942</u>	<u>0</u>	<u>8,942</u>	<u>0</u>

Explanation:
To budget FY18 Byrne Justice Assistance Grant from U.S. Department of Justice to be used to purchase law enforcement equipment.



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 11, 2018

Subject: Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2018-2019.

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



2018
Midwest City
Emergency Operations Plan

Midwest City Emergency Operation Plan

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Midwest City
EMERGENCY OPERATIONS PLAN

To all Recipients:

Effective Date: September 11, 2018

Transmitted herewith is the new integrated Emergency Operations Plan for **Midwest City** and the areas therein. This plan supersedes any previous emergency management/civil defense plans promulgated by the city for this purpose. It 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.

This plan attempts to be all inclusive in combining the four phases of Emergency Management, which are (1) Mitigation: Those activities which eliminate or reduce the probability of disaster; (2) Preparedness: Those activities which government, organizations, and individuals develop to save lives and minimize damage; (3) Response: To prevent loss of lives and property and provide emergency assistance; and (4) Recovery: Short-term and long-term activities which return the community to normal or with improved standards.

In accordance with the Homeland Security Presidential Directive (HSPD) 5, all agencies, departments, and organizations having responsibilities delineated in this EOP will use the National Incident Management System (NIMS). This system will allow proper coordination between local, state and federal organizations.

The Incident Command System (ICS), as a part of NIMS, will enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedure, and communications operating with a common organizational structure. All on-scene management of incidents will be conducted using the Incident Command System.

This plan is in accordance with existing Federal, State and local statutes. It has been concurred in by the Midwest City executives and commissioners and the Oklahoma Department of Emergency Management. It will be revised and updated as required. All recipients are requested to advise the Midwest City Emergency Management Director of any changes which might result in its improvement or increase its usefulness.

APPROVED BY:

Mayor, Midwest City

City Manager, Midwest City

Emergency Management Director, Midwest City

Midwest City

Electronic copies of this Emergency Operations Plan will be distributed as follows:

TO:	NO. OF COPIES
Office of the City Council	1
Office of the Mayor	1
Office of the City Manager	1
Office of the Assistant City Managers	2
Midwest City Emergency Management Director	1
Director, OK Dept. of Emergency Management	1
Office of the Oklahoma County Sheriff	1
Chairman, Oklahoma County L.E.P.C.	1
Office of the DHS County Director	1
Director, ACOG, ATTN: Rural Fire Coordinator	1
Commander, OHP Troop A, Oklahoma City, OK	1
County Environmentalist, DEQ	1
Chapter of the ARC	1
County, Department of Health	1
Administrator, Midwest Regional Hospital	1
Emergency Operations Center	1
Mid-Del Public School Admin.	1
Rose State College Admin	1
Secondary Emergency Operations Center	1
Tinker Air Force Base, Fire Department	1

TO:
Midwest City Emergency Management Director
Attn: Mike Bower
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

Recommended changes, Corrections, Additions, and Deletions to the Emergency Operations Plan

Any user of this plan is encouraged to recommend changes to this plan that the user feels might enhance or clarify a particular portion of the area being addressed. Suggested changes should be submitted to the County/City Emergency Management Director, at the above address, for coordination, comment, concurrence, and approval. The format of suggested changes should be by Basic Plan or Annex, Section, Paragraph/Subparagraph and page number.

CHANGE:

SHOULD READ:

Submitted by: (Name)

(Date) _____ (Ph. No.)

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.

BASIC PLAN

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

BASIC PLAN

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

BASIC PLAN

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

APPENDIX 1

BASIC PLAN

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

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

APPENDIX 1

BASIC PLAN

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

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

BASIC PLAN

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.

BASIC PLAN

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.

BASIC PLAN

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.

ANNEX A

- (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

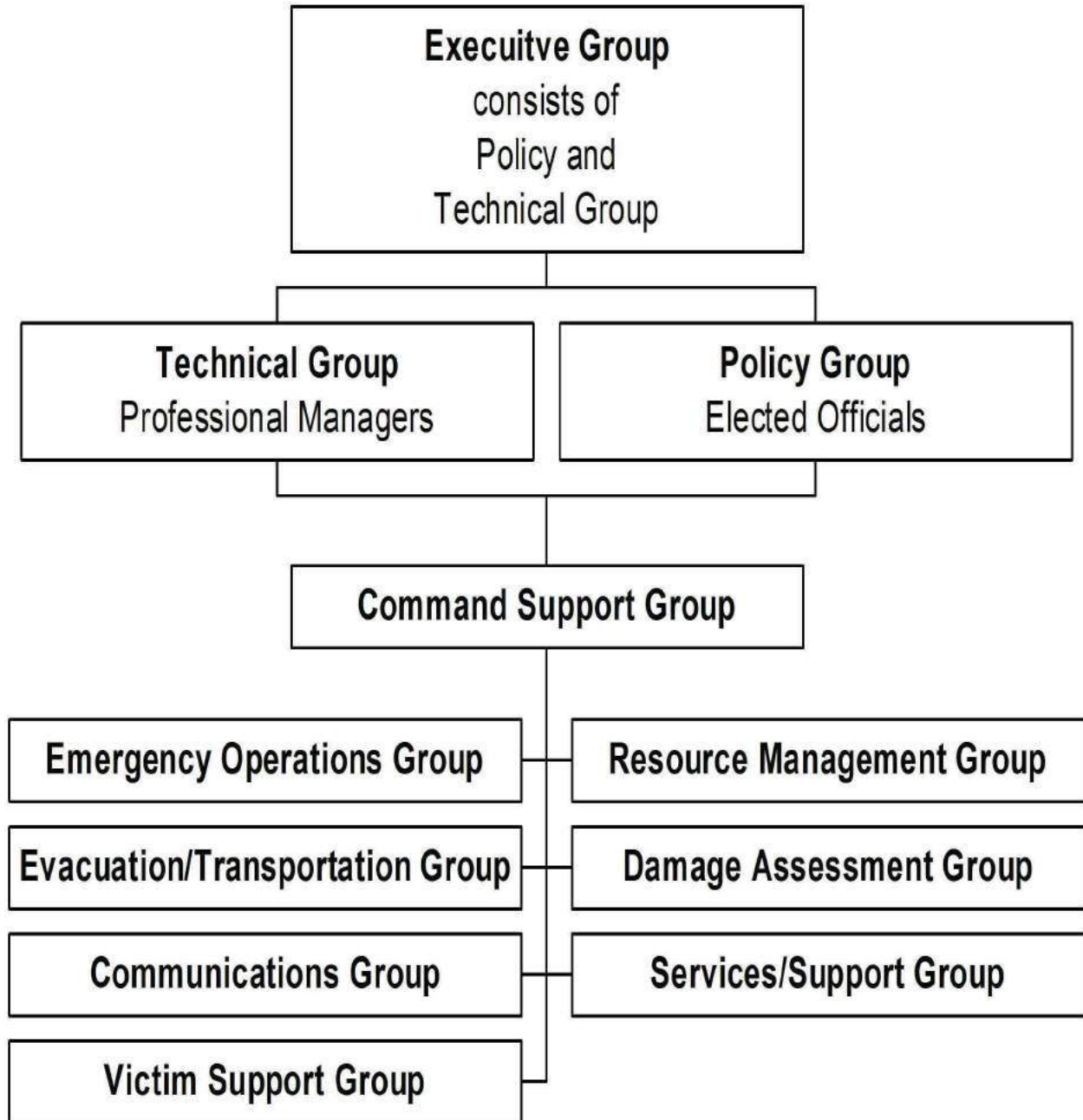
TAB C - EOC Staffing Roster

TAB D - Security Log

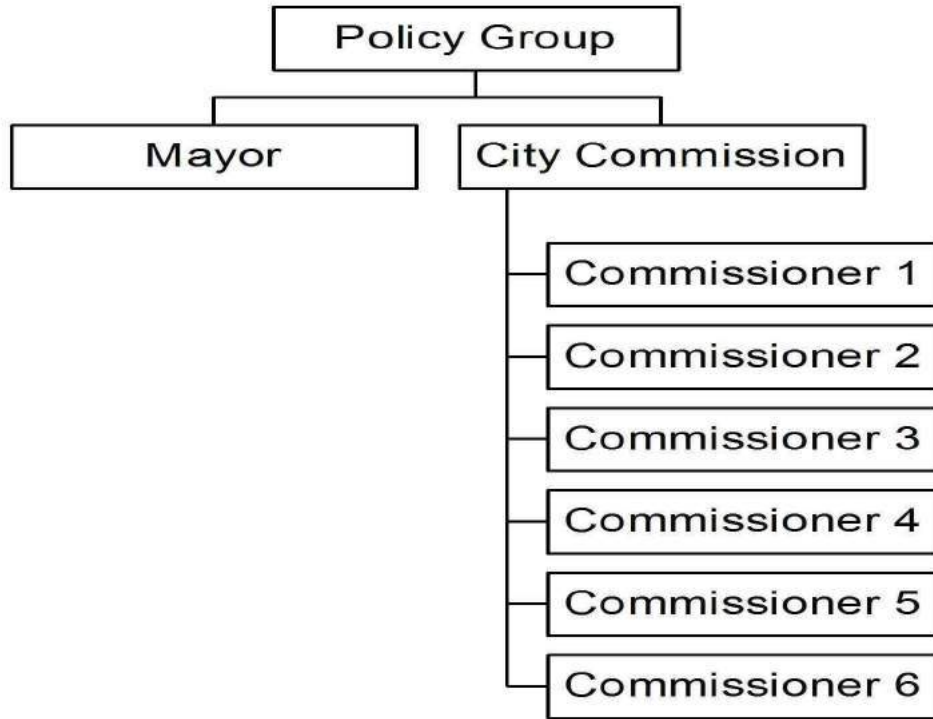
TAB E - Sample Disaster Declaration

ANNEX A

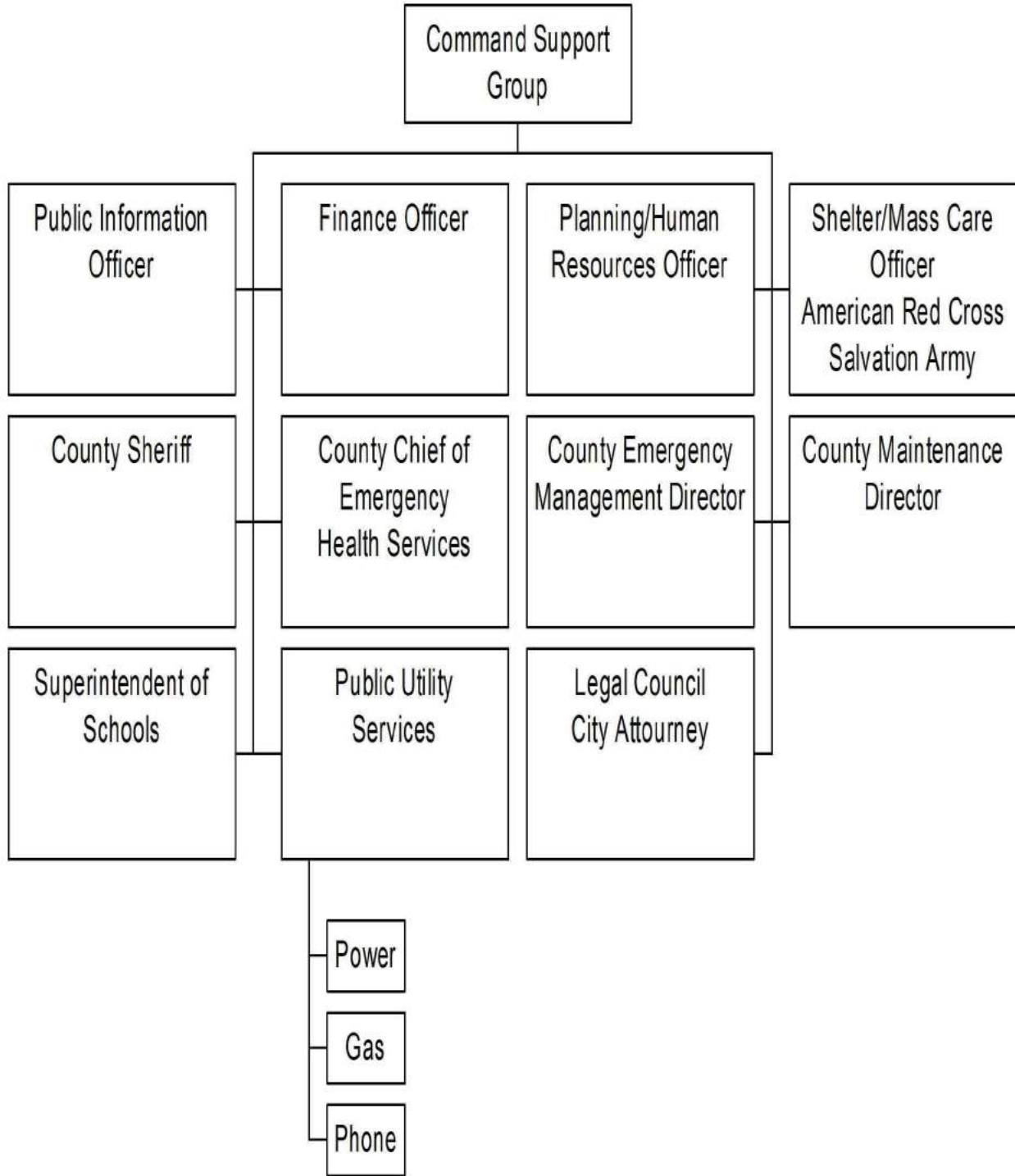
APPENDIX 1
Midwest City Emergency Response Group



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	Guy Henson	739-1207 Office 620-0177 Cell
	Mayor	Matt Dukes	739-1209Office 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 568-7767Cell
	Police Chief	Brandon Clabes	739-1302 659-1070 Cell
	Community Service Director	Vaughn Sullivan	739-1361 550-1864 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

ANNEX A

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

<i>Vehicle Maintenance Supervisor</i>		
Supervisor	Craig Davis	739-1035 250-1767 Cell
<i>Fleet Management</i>		
Fleet Superintendent	Craig Davis	739-1035 250-1767 Cell

IV. **Evacuation/Transportation Group**

Executive Director of Operations	Mike Bryan	737-4461 ext 1247 397-5798 Cell
Director of Transportation	Ron Stearns	739-1790 401-2321 Cell

V. **Damage Assessment Group**

<i>City Engineers</i>	Patrick Menefee	739-1215 568-0597
<i>Environmental Services</i>		739-1380

VI. **Communications Group**

<i>Dispatch Supervisor</i>		
9-1-1 Manager On duty personnel		739-1386

VIII. AMATEUR RADIO OPERATORS/CLUB: Mid-Del Amateur Radio 824-0074

IX. STORM SPOTTERS: Mid-Del Amateur Radio 824-0074

X. OTHER VOLUNTEERS: Mid-Del Amateur Radio 824-0074

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.

ANNEX A

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.

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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

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APPENDIX 2

Midwest City Emergency Communications Network

HOW TO USE THE RADIO DATA:

Licensees 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

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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

Locations by Callsigns

<u>EOC</u>	<u>Callsign</u>	<u>Callsign</u>	<u>EOC</u>
Altus	WNUW 213	KB38 629	Mobile
Ardmore	WNUW 217	KNBV 428	Santa Fe, NM
Beaver	WBPV 938	KNGR 728	Rush Springs
Broken Bow	WNXT 238	KNGR 729	McAlester
Claremore	WNGP 550	KNGR 730	Lawton
Cleveland Co	WNUW 218	WBPV 938	Beaver
Duncan	WNUW 214	WGY 906	R-6, Denton, TX
Durant	WNPV 700	WNBM 839	Stillwater
GRDA,			

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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

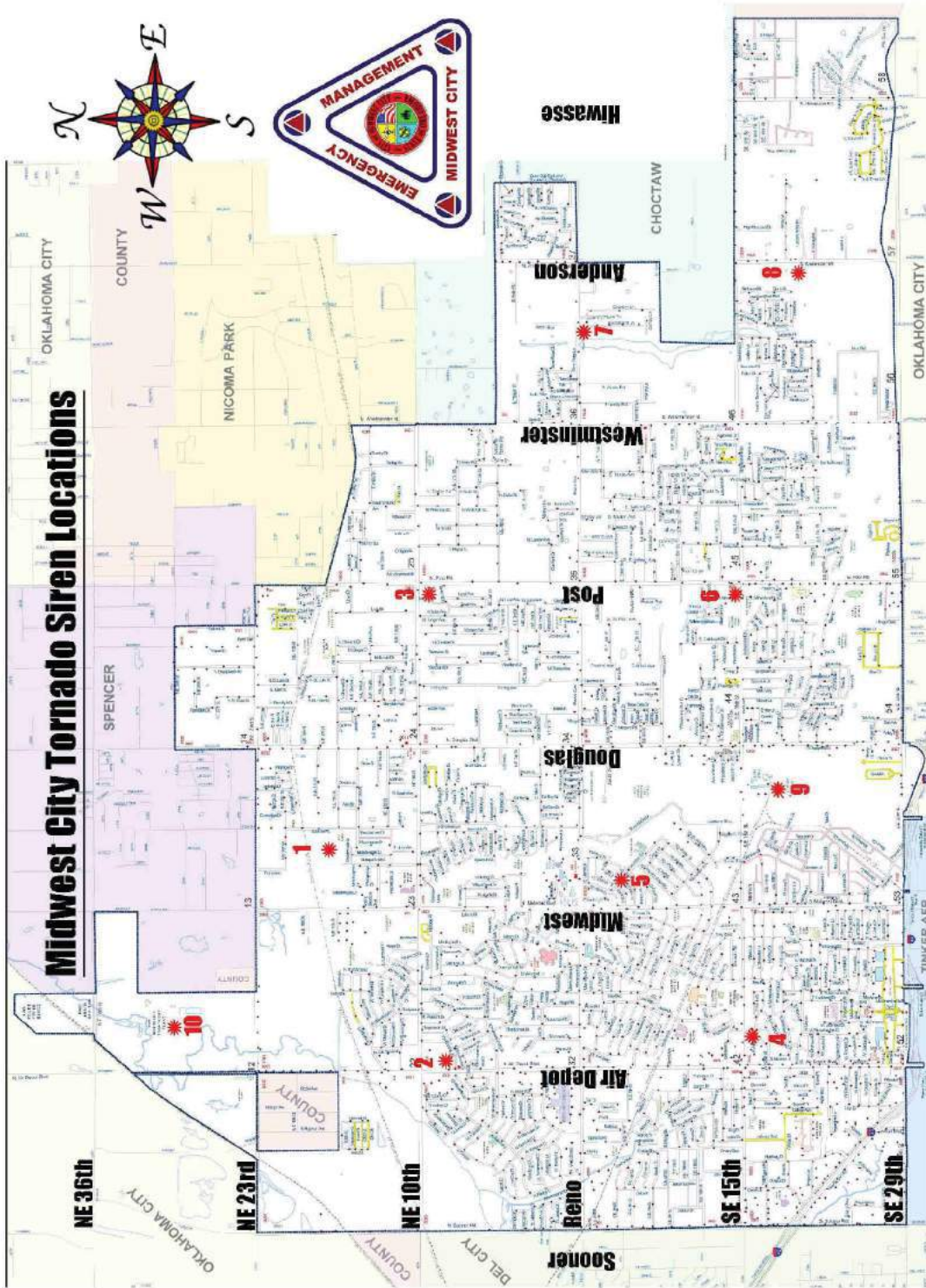
SOP for Decision to activate :(Primary/Alternate)

<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.

ANNEX D

- 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.

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- 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.

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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.

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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.

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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 Grogans	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
Crutcho	Teresa Mcaffey	2401 N. Air Depot	973-8779

ANNEX F

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

ANNEX H

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

(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: **

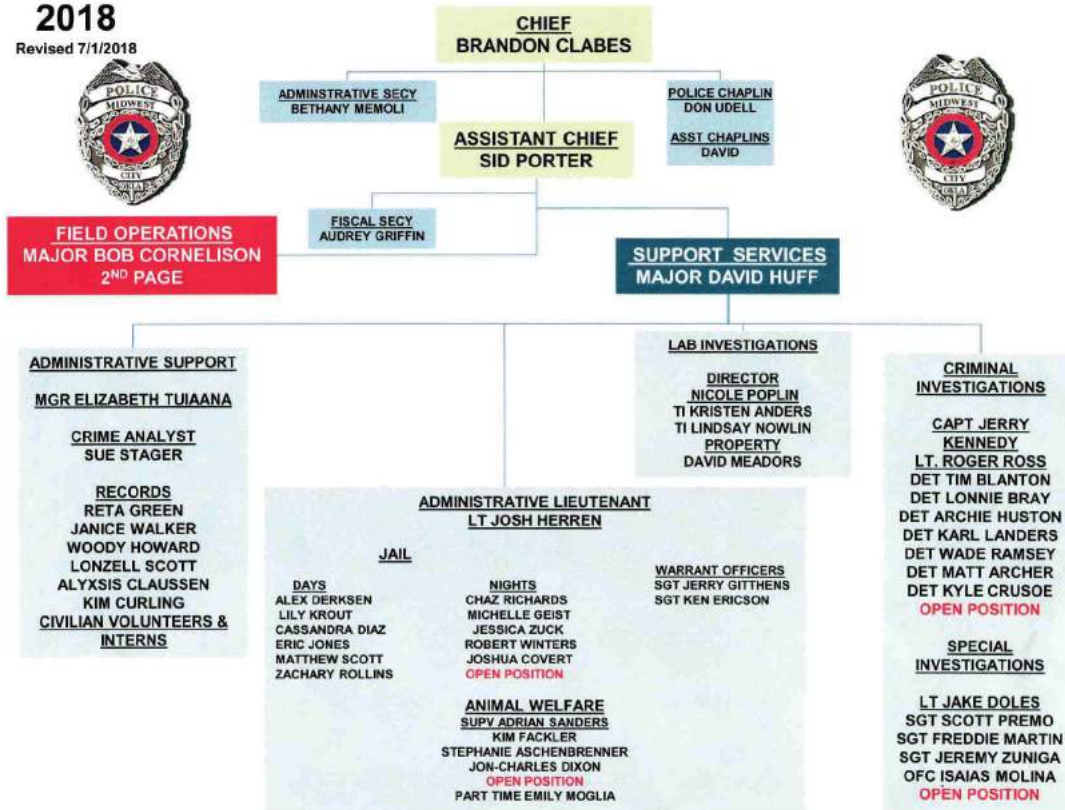
The Oklahoma Highway Patrol Troop A, can be reached at (405) 682-3311 for assistance

ANNEX I

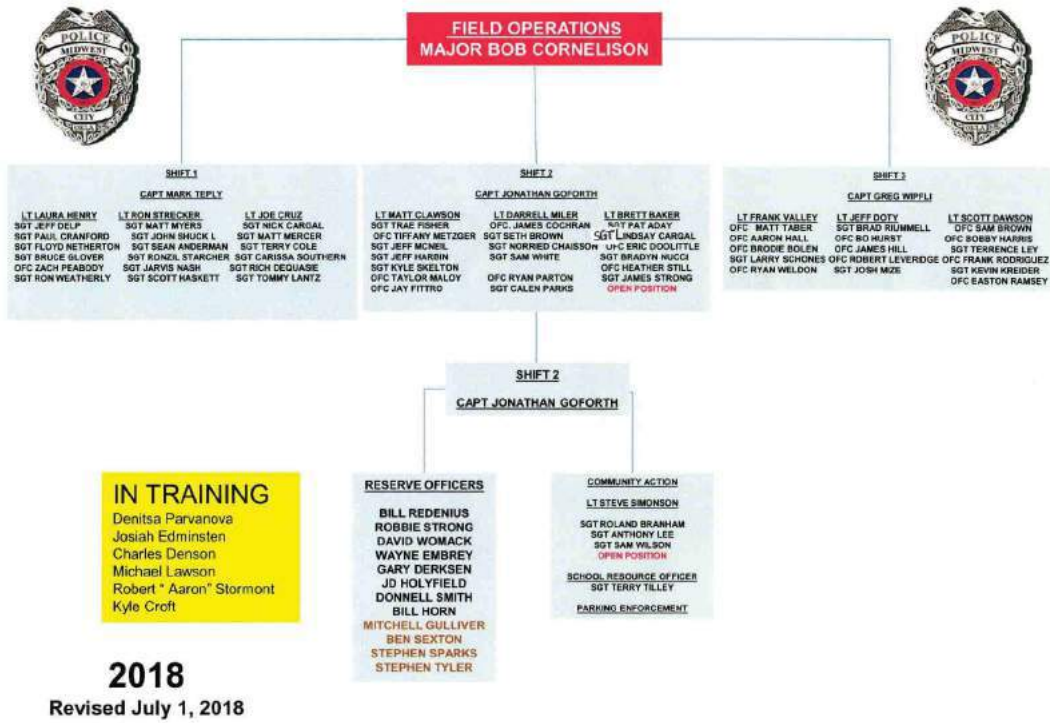
APPENDIX 3

LAW ENFORCEMENT ORGANIZATIONAL CHART
MIDWEST CITY

2018
Revised 7/1/2018



ANNEX I



2018
Revised July 1, 2018

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.

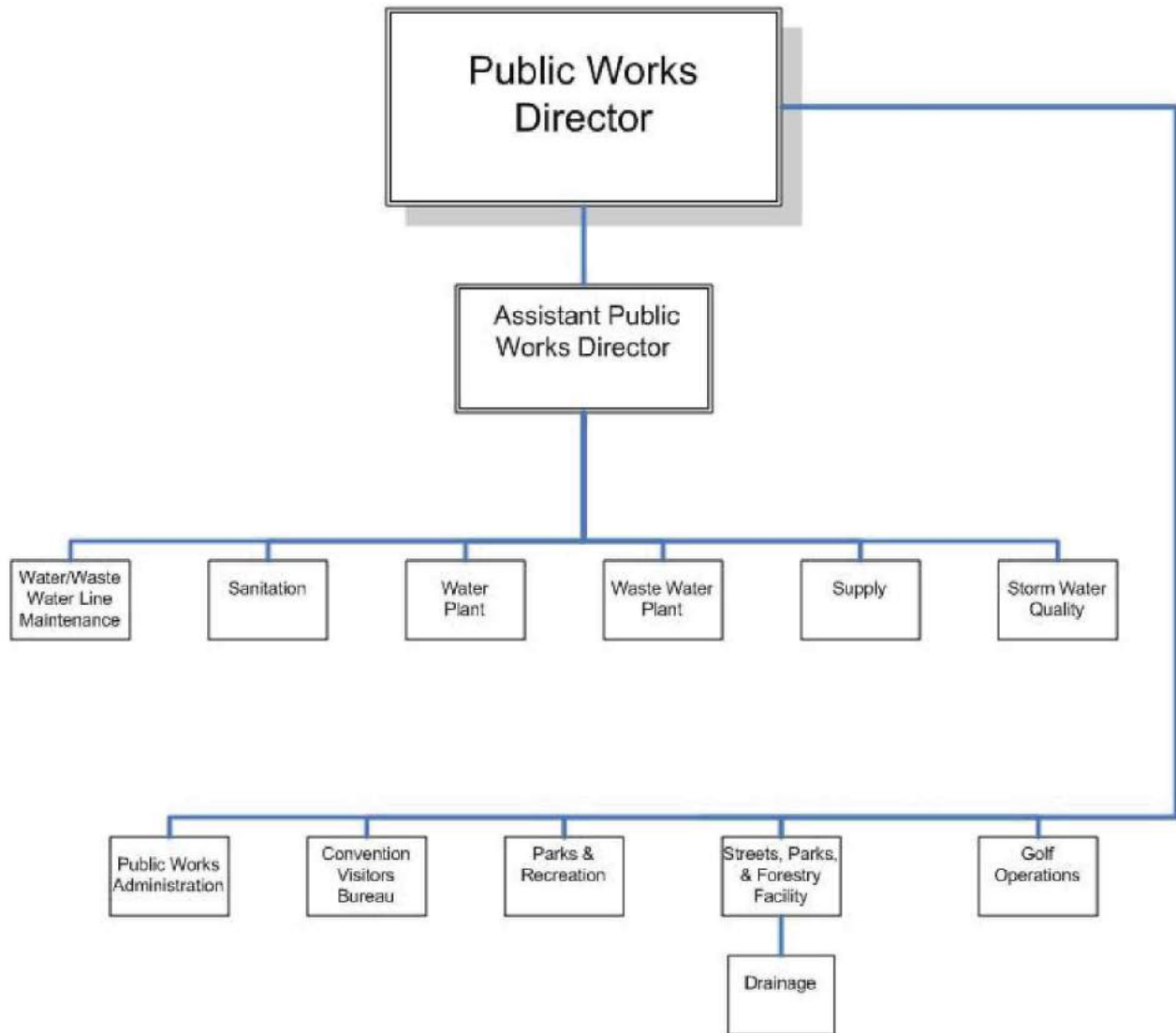
IX. AUTHORITIES AND REFERENCES.

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:	
Crash-Fire Rescue(Yes/No)	No	Extrication Tools	
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. MWCDF
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:	
Crash-Fire Rescue(Yes/No)	Yes	Extrication Equipment	
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.

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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.

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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.

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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.

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APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

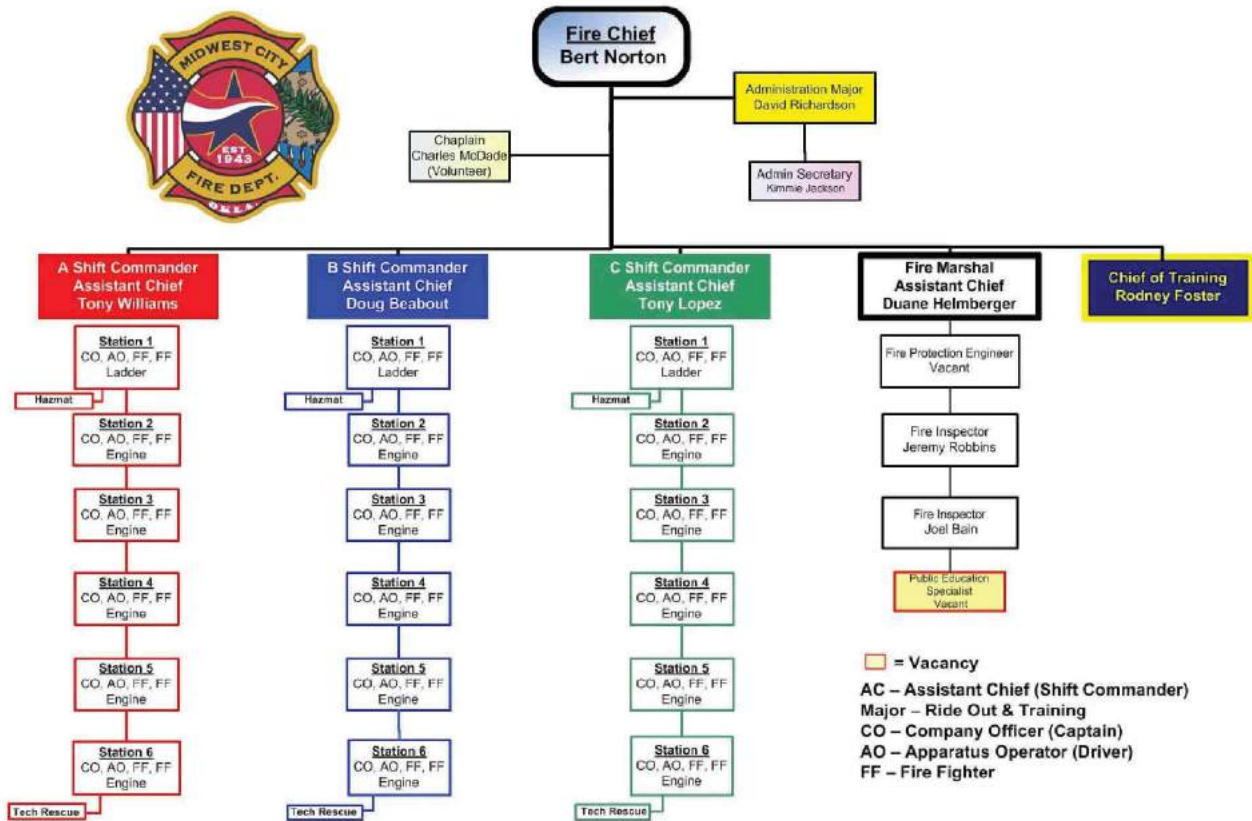
Community	Tinker Air Force Base Fire Department		
Phone #	(405) 734-7964	Ambulances	
Alternate #		Trained EMTs	
Fire Stations	INFORMATION	First Responders	
Base Stations	CAN NOT BE	Sedans	
Mobile Radios	RELEASED DUE TO	Utility Trucks	
Pagers	INTEREST IN	Pick-up Trucks	
Hand-Held Radios	NATIONAL	SCBAs/Spare 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.

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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.

ANNEX N

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.

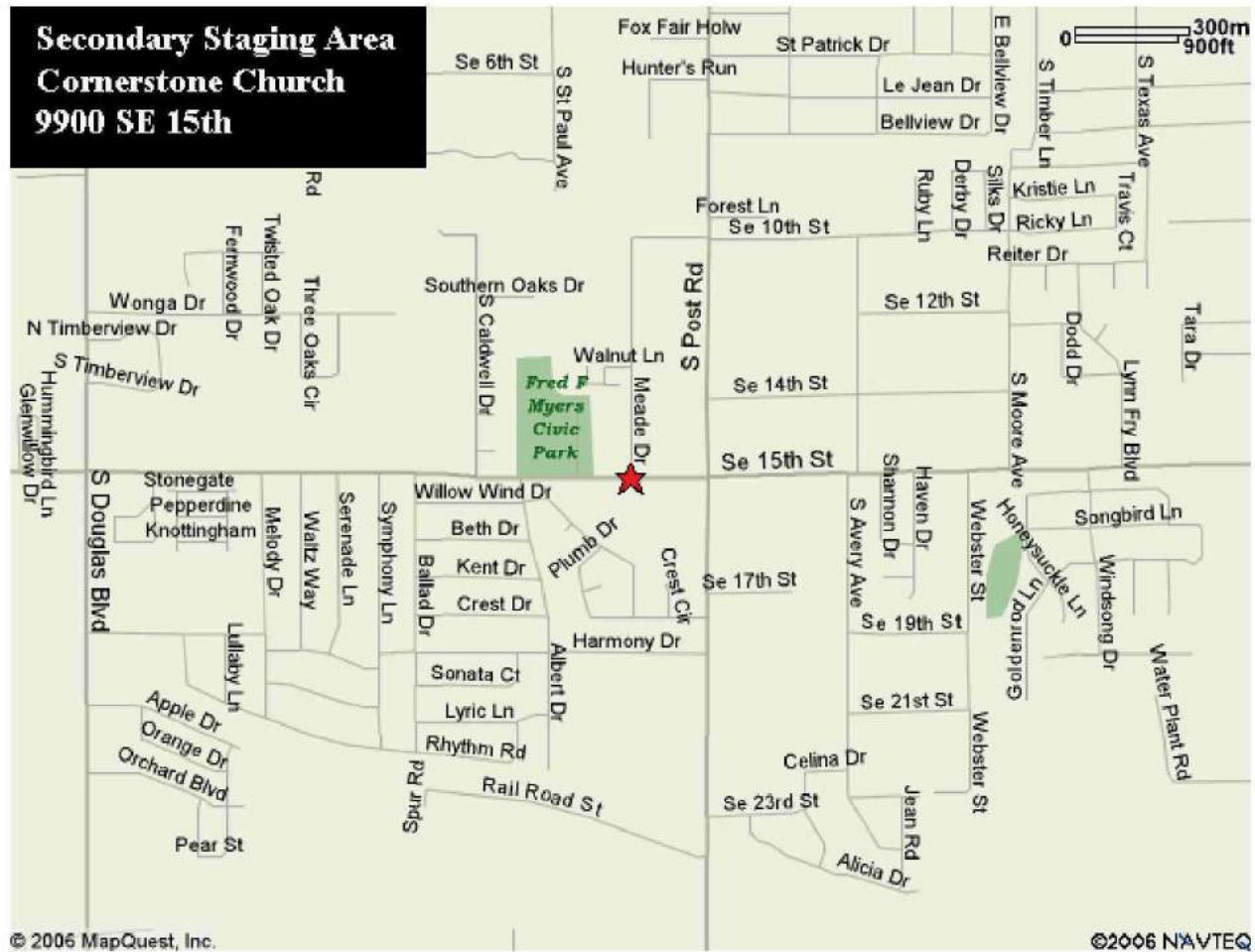
NOTE: A County Equipment inventory report is available from the County Commissioner's office at the courthouse.

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EXTRA PAGE

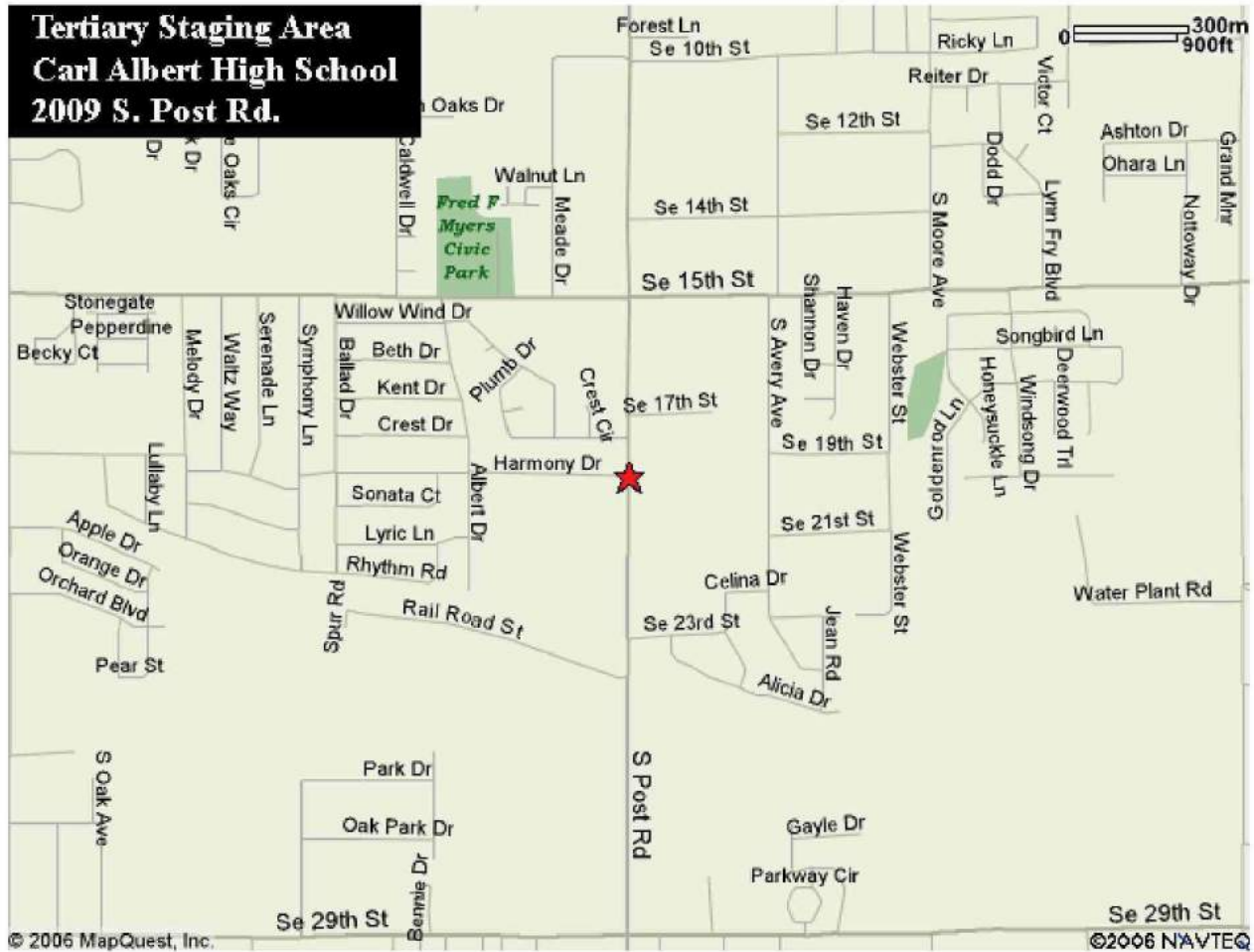
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SECONDARY STAGING AREA MAP



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
IFIr119/38.2	KINGFISHER VORTAC	114.70	09E

NDB name	Hdg/Dist	Freq	Var	ID
NORMAN	015/10.8	370	07E	OUN
TULOO	101/11.2 406	406	07E	OK
MULDROW	336/24.4	512	06E	HMY
PRAGUE	253/33.2 314	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

ANNEX N

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:

ANNEX N

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).

ANNEX O

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.

ANNEX O

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.

ANNEX O

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.

ANNEX O

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.

ANNEX P

- 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:

ANNEX P

- (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.

ANNEX P

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)

ANNEX P
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

ANNEX P

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

ANNEX P

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

ANNEX P

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

ANNEX P



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

ANNEX P

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		PHONE NO.
POPULATION		TOTAL BUDGET Approved \$ _____ Balance \$ _____		MAINTENANCE BUDGET Approved \$ _____ Balance \$ _____		DATE FY BEGINS
PART II - COST ESTIMATE - SUMMARY (COMPLETE SITE ESTIMATE BEFORE SUMMARIZING BELOW)						
CATEGORY	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

ANNEX P

Page _____ of _____

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT INFRASTRUCTURE DAMAGE ASSESSMENT - SITE ESTIMATE (PART 2)			DATE	
PART I APPLICANT INFORMATION				
COUNTY	NAME OF APPLICANT		NAME OF LOCAL CONTACT	PHONE NO.
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	OFFICE PHONE NO.	HOME PHONE NO.

OEM Form DA 3 Part 2

ANNEX P

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

ANNEX P

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.

ANNEX Q

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**

ANNEX Q

- 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.

ANNEX Q

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

ANNEX Q

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

Updated September 2014

ANNEX Q
APPENDIX 2

FEDERAL/STATE TELEPHONE LIST (CONT)

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

Federal Assistance	Phone Number
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*

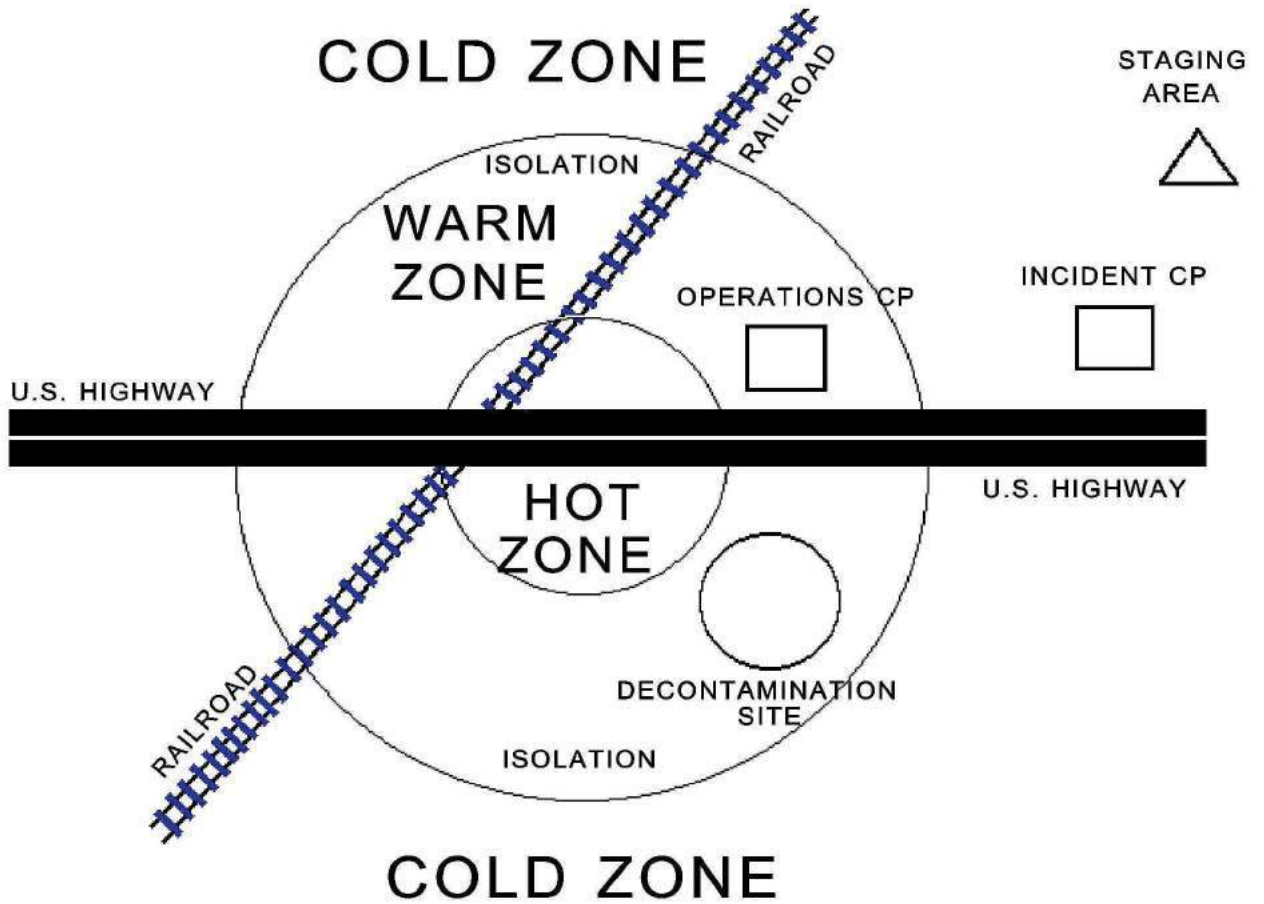
Provides immediate advice to emergency responders on fixed-site as well as transportation emergencies. CHEMTREC contacts shipper/ producer of the hazardous material(s) involved in the emergency for more detailed assistance and appropriate follow-up. CHEMTREC also maintains contact with the Chlorine Institute 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 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

ANNEX Q
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**

ANNEX Q

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 Ocala 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.

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

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



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: September 11, 2018

SUBJECT: Discussion and consideration of entering into a Bond Counsel Contract with Hilborne and Weidman for legal services associated with the \$53,650,000 General Obligation Bond issue.

Please see the attached contract. This firm was heavily involved in preparing all the necessary documents required to present the four propositions presented and approved by the electorate of Midwest City in the August 28, 2018 election. This firm recently provided bond counsel services on the refinancing of the Town Center Project. Staff was very satisfied with the work performed in that project.

Staff recommends approval of the proposed contract.

J. Guy Henson, AICP
City Manager

HILBORNE & WEIDMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS

2405 EAST 57TH STREET

TULSA, OKLAHOMA 74105-7548

TELEPHONE
(918)749-0111
TELECOPIER:
(918)749-0335

September 6, 2018

The Honorable Matt Dukes
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Dear Mayor Dukes:

It is our pleasure to submit herewith our proposal to serve as Bond Counsel to the City of Midwest City, Oklahoma, regarding your proposed issuance of general obligation bonds in the approximate principal amount of \$53,650,000 to provide funds for various public projects and facilities. As your Bond Counsel, we will work closely with your financial advisor and staff in structuring the proposed financing in order to maximize savings and achieve the lowest possible interest cost on the bonds. In this connection, we shall provide such legal services as may be required to assist in the preparation of the transcript of proceedings and approval of such bonds by the Attorney General of the State of Oklahoma. We will also provide our market legal opinion to the purchase of any bonds issued without charge to such purchaser.

For such services in connection with each issue or series of such bonds our fee would be sixty-five hundredths of one percent (.65%) of the principal amount of bonds issued plus reimbursement for our reasonable documented out-of-pocket expenses incurred in connection with such bond issue, such sum to be paid when such bonds are issued. Our fee is contingent upon delivery of and payment for any such bonds. In the event no bonds are issued and delivered, we would receive no compensation for our services rendered in connection therewith; provided that we shall receive reimbursement for accrued documented out-of-pocket expenses. You agree to pay all publication and printing expenses.

Respectfully submitted,

HILBORNE & WEIDMAN,
a professional corporation

By: 
John D. Weidman, President

The above proposal is hereby approved and accepted this ____ day of _____, 2018.

Mayor

Approved as to form and legality this ____ day of _____, 2018.

Heather Poole, City Attorney



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405.739.1204/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: September 11, 2018

SUBJECT: Discussion and consideration of entering into a Municipal Advisor Contract with the Baker Group for expert financial advice associated with the 53,650,000 General Obligation Bond issue.

Please see the attached contract. The Baker Group has been heavily involved in developing the parameters associated with the size of the bond issue and its impact on the local millage rate. The Baker Group has a long history of providing solid financial advice to the City and its public trusts.

Staff recommends approval of the proposed contract.

J. Guy Henson, AICP
City Manager

MUNICIPAL ADVISOR CONTRACT

THIS CONTRACT, made this 11th day of September, 2018, between the City of Midwest City, acting by and through its Councilmembers (hereinafter called "City"), and The Baker Group of Oklahoma City, Oklahoma (hereinafter called "Baker"),

WITNESSETH:

WHEREAS, the City has determined to employ Baker to assist the City in securing capital for capital improvements for the City of Midwest City, Oklahoma, and

WHEREAS, it is necessary and in the best interests of the City that the Councilmembers be provided with expert financial advice in making the terms and provisions for the issuance of said indebtedness most acceptable to the investment market, to the end that the same may be sold at interest rates most advantageous to the City;

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The City hereby appoints and employs Baker as its Municipal Advisor for the purposes above set forth, in connection with the aforesaid financing. Baker hereby accepts said appointment and employment and covenants to the City faithfully to perform its duties in relation thereto, whenever requested by the Councilmembers.

2. As full compensation for its services as Municipal Advisor in connection with said indebtedness, the City agrees to pay to Baker an amount equal to .65 of one percent (.65%) of the principal amount of said indebtedness incurred by the City, plus the out of pocket expenses incurred in printing and distributing the offering material for such indebtedness. Said compensation shall be paid in full out of the proceeds of the indebtedness issued by the City and only out of such proceeds. Said compensation shall be the only compensation payable to Baker under this Contract; and Baker shall not be entitled to claim or receive any amount from the City

for its duties hereunder unless and until evidences of indebtedness of the City shall be authorized and issued. It is expressly understood and agreed that the above is not applicable to any grant funds received from public or private sources, and the receipt of any such grant funds by the City shall not give rise to or increase the compensation of Baker hereunder.

WITNESS THE PARTIES HERETO the date first above written.

CITY OF MIDWEST CITY

By _____
Mayor

ATTEST: (Seal)

City Clerk

THE BAKER GROUP

By _____

(Title) _____

Approved as to form and legality this ____ day of _____, 2018

HEATHER POOLE, City Attorney



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, Assistant City Manager

Date: September 11, 2018

Subject: Discussion and consideration of approving and entering into an agreement with McAfee & Taft, PC and Fulmer Sill, PLLC for representation and a fee agreement to represent the City of Midwest City for a cause of action against certain Opioid Manufacturing, Distributors and potentially other third parties for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of opioids.

Attached is a representation and fee agreement with McAfee & Taft, PC and Fulmer Sill, PLLC for representation and a fee agreement to represent the City of Midwest City for a cause of action against certain Opioid Manufacturing, Distributors and potentially other third parties for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of opioids.

This agreement establishes a contingency fee arrangement that addresses all litigation costs.

Staff recommends approval.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon

Tim Lyon, Assistant City Manager

Attachment

www.midwestcityok.org

REPRESENTATION AND FEE AGREEMENT

THIS AGREEMENT is made the ____ day of September 2018, between the City of Midwest City, Oklahoma (the “City”) and McAfee & Taft, a Professional Corporation, and Fulmer Sill, PLLC (collectively, the “Attorneys”).

WHEREAS, the City believes that it has a cause of action against certain Opioid Manufacturing, Distributors and potentially other third parties (collectively, the “Defendants”) for damages and equitable relief arising out of the conduct of the Defendants in connection with the manufacturing, marketing and distribution of opioids (the “Claim”).

WHEREAS, the City represents that they are the owner of the Claim and have not assigned, modified, settled or received payment for the Claim, or entered into any prior fee agreement with any other attorney(s) with respect to the Claim.

NOW, THEREFORE, IT IS AGREED between the City and the Attorneys as follows:

1. **Contingent Fee.** In consideration of the services to be rendered by the Attorneys in connection with the Claim against Defendants, if the City obtains a recovery on their Claim, the City agrees to pay Attorneys the following attorneys’ fees for the risks of prosecuting this case on a contingency fee basis:

- a. If the case is settled prior to empanelment of a jury, a sum equal to twenty-five percent (25%) of the Recovery; and
- b. If the case is settled after empanelment of a jury, or a judgment in favor of the City is obtained, a sum equal to thirty percent (30%) of the Recovery;

(the “Contingency Fee”). In calculating the Contingency Fee, the Recovery will first be reduced by the Costs as defined in paragraph 4 of this Agreement, and increased by any court awarded attorneys’ fees as defined by Paragraph 3.

2. **Recovery.** The term “Recovery” as used herein shall mean all sums and things of value received pursuant to any demand upon or litigation against Defendants whether said sums are received pursuant to settlement, court proceedings or otherwise.

3. **Court-Awarded Attorneys’ Fees.** If the City recovers court-awarded attorneys’ fees, the amount awarded shall be deemed part of the Recovery. The City understands that if they do not prevail on certain claims that may be asserted against the defendants, there is a potential for the Court to award attorneys’ fees and costs in favor of Defendants. City understands and agrees that any such award in favor of Defendants will be against the City, and the City will be solely liable to satisfy such judgment. Attorneys will not be liable for a judgment of attorneys’ fees awarded in favor of Defendants.

4. **Costs.** All necessary costs and expenses incurred in connection with the Claims, including but not limited to court costs, deposition costs, expert witness fees, witness expenses, computer forensic expenses, e-discovery, copying, Westlaw and/or other legal research fees, settlement expenses, telephone, travel and lodging expenses of the Attorneys in connection

therewith, shall initially be paid for by the Attorneys. Costs may included case specific expenses and the City's pro rata share of any general case expenses or assessments. General case expenses are those expenses incurred in the prosecution of the City's Claim for the benefit of the City that may also arise for other similarly situated municipalities, counties and other parties involved in the opioid litigation. If this matter is removed to an Opioid MDL proceeding in federal court, and it is determined that the City must pay an assessment to the MDL proceedings for attorneys' fees, legal expenses and/or costs connected to the MDL (the "MDL Assessment"), then the MDL Assessment shall be treated as Costs under this Agreement and will be paid to the MDL prior to the calculation of the Recovery. All costs incurred by Attorneys shall be deducted from any amounts received and repaid to Attorneys before the Recovery is calculated. To the extent the City receives an award of costs from the Court, the amount awarded shall be deemed part of the Recovery. If no Recovery is obtained, City will have no obligation to pay costs, unless the costs are costs awarded to Defendants by the Court on the City's Claims.

5. **Assignment of Portion of Claim.** City hereby transfers and assigns to Attorneys an undivided interest in City's claims. The undivided interest hereby assigned to Attorneys by City is equivalent to the fees, costs, and expenses, including the percentage of any Recovery, that City, by this Agreement, promises to pay to Attorneys. The undivided interest assigned by this Agreement is a present, not an executor interest.

6. **Settlement Decisions.** All decisions relative to acceptance or rejection of any settlement offer will remain the sole discretion of the City, provided, however, if the City neglects to accept the Attorneys' advice on whether to accept any settlement offer, the City agrees they will become liable for all costs incurred in said action and any attorneys' fees billed after the date the City receive written notification from Attorneys that they should accept the settlement offer.

7. **Attorneys' Obligations.** The Attorneys agree that they will diligently institute and prosecute said action to a final determination, make all reasonable and necessary efforts to collect any judgment that may be rendered therein in favor of the City; that they will promptly communicate to the City any offers of compromise; and that, in the event of a judgment unfavorable to the City, they will, if in the Attorneys' sole judgment reasonable grounds therefore exist, appeal said cause and prosecute the same to final determination. Attorneys shall staff this matter with such attorneys and legal assistants as they deem appropriate.

8. **Withdrawal.** Attorneys may withdraw from representation of City's Claim at any time with written notice.

9. **No Guarantee.** The City acknowledges that Attorneys have made no guarantee regarding the successful prosecution of the Claim, nor any guarantee regarding the Recovery or the type of relief, if any, which the City may obtain therefrom. Further, the City acknowledges that the Attorneys do not warrant or represent the validity of the Claim, the results of any action or the collectability of any judgment.

10. **Multiple Representation.** The City understands and agrees that Attorneys may represent other clients, including governmental entities, in connection with claims against Defendants. Defendants may attempt to settle cases in groups under a matrix-type system

whereby our clients are offered different settlement amounts, depending on the circumstances of different groups of clients categorized by the specific allegations of misconduct and/or severity of damages. Once settlement value under the “matrix” is determined, the City is given the opportunity to accept or reject the settlement and/or injunctive relief being offered, within the matrix system, for whatever group within which the City may be placed. Defendants may also try to settle all or a portion of our clients’ cases as a group, meaning the Defendants may attempt to settle all or a portion of your Claim along with a number of other similar cases the Attorneys are handling. When a Defendant offers this “group settlement” system, Attorneys will get each client’s authorization for a minimum, gross amount for which the client authorizes the Attorneys to attempt to settle the client’s case. The Attorneys then add up the total of all clients’ minimum, authorized settlement values and attempts to settle the group for at least the total of all minimum amounts authorized by all the clients. The City agrees to the above settlement procedures.

11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. **Amendments and Modifications.** The City and the Attorneys specifically acknowledge and agree that this Agreement constitutes the entirety of their agreement and supersedes and replaces any and all prior agreements, negotiations, or discussions between them; and, that this Agreement shall not be amended, modified, or changed in any manner whatsoever unless such amendments, modifications, or changes shall be in writing and signed by all the parties hereto.

13. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Oklahoma.

ATTORNEYS:

CITY OF MIDWEST CITY, OKLAHOMA:

McAfee & Taft

By: Todd Court, Vice President

By: _____

Fulmer Sill

ATTEST:

By: Matthew J. Sill

City Clerk



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

To: Honorable Mayor and Council

From: Tim Lyon, Assistant City Manager

Date: September 11, 2018

Subject: Discussion and consideration of approving a resolution to provide for retention of attorneys to address the opioid epidemic.

Attached is a resolution to provide for retention of attorneys to address the opioid epidemic with McAfee & Taft, PC and Fulmer Sill, PLLC.

Staff recommends approval.

If you have any questions, please give me a call at 739-1201.

Tim L. Lyon

Tim Lyon, Assistant City Manager

Attachment

www.midwestcityok.org



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: September 11, 2018

SUBJECT: Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article VIII, Purchasing, Section 2-116, Generally; and providing for repealer and severability.

Previously, the City Council had made a recommendation to increase the authorization amount for the City Manager for purchase of supplies, material, equipment or personal services, or any combination thereof; from \$17,500 to \$25,000. The attached ordinance will update the code to reflect such action.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk

RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA

RESOLUTION # _____

September ____, 2018

**A RESOLUTION TO PROVIDE FOR RETENTION
OF ATTORNEYS TO ADDRESS OPIOID EPIDEMIC**

WHEREAS, pharmaceutical opioids have harmed the City of Midwest City and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers, distributors, and potentially other third parties.

WHEREAS, there is a substantial need for legal services to pursue the City of Midwest City's claims against opioid manufacturers, distributors, and potentially other third parties.

WHEREAS, the City of Midwest City selects the legal team of McAfee & Taft, a Professional Corporation, and Fulmer Sill, PLLC to serve as counsel to prosecute this matter working under the oversight and approval of the City of Midwest City and any designees of the City of Midwest City.

WHEREAS, all fees to be paid to counsel are contingent upon the recovery of penalties, damages, attorney's fees, and costs. Fees shall be paid only from such recovery and no money shall be due or paid from the City of Midwest City's general fund or any special fund.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Midwest City, Oklahoma hereby authorize the filing of a civil suit against opioid manufacturers, distributors, and potentially other third parties for penalties, damages, injunctive relief, and any other remedy available by law. Such legal action is essential to protecting the interests of the City of Midwest City and its citizens.

The City of Midwest City adopted the above Resolution on September ____, 2018.

CITY OF MIDWEST CITY, OKLAHOMA:

By: _____

Dated this ____ day of September, 2018.

ATTEST:

City Clerk

Date: _____

McAfee & Taft

Date: _____

Fulmer Sill



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

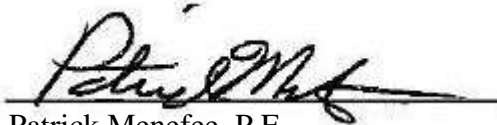
From: Patrick Menefee, P.E., City Engineer

Date: September 11th, 2018

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Cimarron Construction Company in the amount of \$416,886.00 for the Sooner Road I-40 water line relocation project.

Bids were received on August 7th, 2018 for the above referenced project. Staff recommends award of the bid to Cimarron Construction Company which submitted the lowest and best bid meeting specifications in the amount of \$416,886.00. Attached are the bid tabulations for the two bids received for the project, plus the engineer's estimate. The funds for this project are being provided to the City by ODOT as part of the utility relocation work necessary for the I-40 Sooner Road overpass project. **ODOT is reimbursing the City for all costs associated with this project.**

Staff recommends awarding the bid to Cimarron Construction Company.



Patrick Menefee, P.E.
City Engineer

Attachments

MIDWEST CITY SOONER AND I-40 WATERLINE RELOCATION



BID TABULATION

BASE BID				Engineer's Estimate		Cimarron Construction Company		Downey Contracting, LLC	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	6 INCH DUCTILE IRON PIPE C-151	LF	10	\$110.00	\$1,100	\$109.00	\$1,090	\$288.00	\$2,880
2	8 INCH DUCTILE IRON PIPE C-151	LF	253	\$95.00	\$24,035	\$97.00	\$24,541	\$64.00	\$16,192
3	12 INCH DUCTILE IRON PIPE C-151	LF	683	\$110.00	\$75,130	\$118.00	\$80,594	\$67.00	\$45,761
4	6 INCH MJ 22.5 DEGREE BEND	EA	2	\$450.00	\$900	\$280.00	\$560	\$519.00	\$1,038
5	8 INCH MJ 45 DEGREE BEND	EA	5	\$600.00	\$3,000	\$405.00	\$2,025	\$713.00	\$3,565
6	12 INCH MJ 22.5 DEGREE BEND	EA	1	\$700.00	\$700	\$585.00	\$585	\$1,020.00	\$1,020
7	12 INCH MJ 45 DEGREE BEND	EA	9	\$900.00	\$8,100	\$705.00	\$6,345	\$1,682.00	\$15,138
8	8X6 INCH MJ TEE	EA	1	\$600.00	\$600	\$420.00	\$420	\$921.00	\$921
9	8X8 INCH MJ TEE	EA	1	\$700.00	\$700	\$560.00	\$560	\$1,001.00	\$1,001
10	12X6 INCH TEE	EA	1	\$800.00	\$800	\$745.00	\$745	\$1,341.00	\$1,341
11	12X12 INCH MJ TEE	EA	1	\$1,000.00	\$1,000	\$945.00	\$945	\$1,838.00	\$1,838
12	12X8 INCH REDUCER	EA	1	\$500.00	\$500	\$480.00	\$480	\$714.00	\$714
13	12x6 INCH REDUCER	EA	3	\$600.00	\$1,800	\$445.00	\$1,335	\$681.00	\$2,043
14	2 INCH AIR RELEASE AND VAULT	EA	2	\$3,800.00	\$7,600	\$2,955.00	\$5,910	\$4,536.00	\$9,072
15	6 INCH GATE VALVE & BOX	EA	3	\$1,400.00	\$4,200	\$1,675.00	\$5,025	\$1,390.00	\$4,170
16	8 INCH GATE VALVE & BOX	EA	2	\$1,800.00	\$3,600	\$2,340.00	\$4,680	\$1,709.00	\$3,418
17	12 INCH GATE VALVE & BOX	EA	6	\$3,000.00	\$18,000	\$3,860.00	\$23,160	\$2,852.00	\$17,112
18	12" SOLID SLEEVE, DIP (RESTRAINED)	EA	2	\$1,200.00	\$2,400	\$1,660.00	\$3,320	\$1,075.00	\$2,150
19	12 INCH DUCTILE IRON C-151 BORE W/ 20 INCH STEEL CASE	LF	159	\$335.00	\$53,265	\$265.00	\$42,135	\$470.00	\$74,730
20	12 INCH DUCTILE IRON C-151 BORE W/ 24 INCH STEEL CASE	LF	306	\$470.00	\$143,820	\$427.00	\$130,662	\$520.00	\$159,120
21	6 INCH CAP & MEGALUGS	LS	1	\$700.00	\$700	\$620.00	\$620	\$355.00	\$355
22	8 INCH CAP & MEGALUGS	EA	6	\$1,000.00	\$6,000	\$675.00	\$4,050	\$329.00	\$1,974
23	12 INCH CAP & MEGALUGS	EA	1	\$950.00	\$950	\$1,040.00	\$1,040	\$589.00	\$589
24	FIRE HYDRANT ASSEMBLY (COMPLETE) W/ 12 INCH RISER	EA	2	\$3,500.00	\$7,000	\$3,795.00	\$7,590	\$2,828.00	\$5,656
25	ABANDON EXISTING 6 INCH WATERLINE	LF	13	\$5.00	\$65	\$5.00	\$65	\$13.00	\$169
26	ABANDON EXISTING 8 INCH WATERLINE	LF	923	\$8.00	\$7,384	\$7.00	\$6,461	\$8.00	\$7,384
27	ABANDON EXISTING 12 INCH WATERLINE	LF	201	\$15.00	\$3,015	\$15.00	\$3,015	\$15.00	\$3,015
28	PRESSURE AND LEAK TESTING	LS	1	\$5,500.00	\$5,500	\$9,000.00	\$9,000	\$2,070.00	\$2,070
29	DISINFECTION	LS	1	\$3,000.00	\$3,000	\$6,000.00	\$6,000	\$374.00	\$374
30	ODOT AGGREGATE FILL	TON	20	\$50.00	\$1,000	\$67.00	\$1,340	\$45.00	\$900
31	CONCRETE SIDEWALK	SY	20	\$80.00	\$1,600	\$81.00	\$1,620	\$86.00	\$1,720
32	CONCRETE DRIVE CUT & REPAIR	SY	33	\$60.00	\$1,980	\$99.00	\$3,267	\$143.00	\$4,719
33	CONSTRUCTION STAKING	LS	1	\$9,000.00	\$9,000	\$15,075.00	\$15,075	\$2,875.00	\$2,875
34	TRAFFIC CONTROL	LS	1	\$7,000.00	\$7,000	\$2,795.00	\$2,795	\$11,500.00	\$11,500
35	SOD AND SITE RESTORATION	SY	259	\$5.00	\$1,295	\$4.00	\$1,036	\$5.00	\$1,295
36	EROSION & SEDIMENT CONTROL	LS	1	\$1,500.00	\$1,500	\$2,295.00	\$2,295	\$679.00	\$679
37	MOBILIZATION	LS	1	\$22,061.00	\$22,061	\$16,500.00	\$16,500	\$20,004.00	\$20,004
BID TOTAL				\$430,300.00		\$416,886.00		\$428,502.00	



OKLAHOMA DEPARTMENT OF TRANSPORTATION

200 N.E. 21st Street
Oklahoma City, OK 73105-3204
www.odot.org

August 22, 2018

Mr. Patrick Menefee, City Engineer
City of Midwest City (Water)
100 N. Midwest Boulevard
Midwest City, Oklahoma 73110

Dear Mr. Menefee:

Subject: J/P 28854(04) Construction, J2-8854(004)
J/P 28854(06) Utilities, NHPPI-4000-(030)UT
Oklahoma County, I-40
Low Bid Concurrence

We have reviewed your bid tabulation, copy of the successful bid, and one copy of each other bid solicited for the relocation of your facilities within this highway project. The project is on I-40; eastbound and westbound bridges over Sooner Road, 3.1 miles east of I-35.

Based on the information furnished, on behalf of the Utilities Branch Manager, Simon Winlock, we concur with your recommendation to award the contract to the low bidder **Cimarron Construction Company** in the amount of **\$416,886.00**. Please award the contract to them.

Please notify our Resident Manager, Mr. Chris Harlin, 701 S.E. 82nd Street, Oklahoma City, Oklahoma 73149, 405-636-4044, when you propose to begin the relocations.

Your interest in this highway project is appreciated. If we may be of any assistance, please contact Tyler Hughbanks at 405-522-5783.

Sincerely,

Tyler Hughbanks
Coordinator, Utilities Branch

SW:th

cc: Division IV Engineer
Resident Manager
Utility File

"The mission of the Oklahoma Department of Transportation is to provide a safe, economical, and effective transportation network for the people, commerce and communities of Oklahoma."

AN EQUAL OPPORTUNITY EMPLOYER



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: September 11th, 2018

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180611 from the State Department of Environmental Quality for The Estates at Midwest City Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055180611 is for the construction of 1600 L.F. of eight inch (8") sewer line to serve The Estates at Midwest City, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

August 10, 2018

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

Re: Permit No. SL000055180611
The Estates
Facility No. S-20541

Dear Mr. Henson:

Enclosed is Permit No. SL000055180611 for the construction of 1,600 linear feet of eight (8) inch sanitary sewer line and all other appurtenances to serve the The Estates at Midwest City, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on August 10, 2018. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert Walker
Construction Permit Section
Water Quality Division

RBW/KM/RC/ag

Enclosure

c: Travis Mensik, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
William Stafford, PE, Cook, Flatt & Strobel Engineers P.A.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000055180611

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

August 10, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 1,600 linear feet of eight (8) inch sanitary sewer line and all other appurtenances to serve the The Estates at Midwest City, located in SW/4, NW/4, of Section 36, T-12-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved August 10, 2018.

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

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

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000055180611

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).



SCOTT A. THOMPSON
Executive Director



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000055180611

SEWER LINES

FACILITY No. S-20541

PERMIT TO CONSTRUCT

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

A handwritten signature in black ink, appearing to read "Rocky Chen", is written over a horizontal line.

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

Handwritten initials in black ink, possibly "M.F.", are written to the right of the signature line.





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: September 11th, 2018

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055180389 from the State Department of Environmental Quality for the Turtlewood Addition Section 6 Water Line Extension, Midwest City, Oklahoma.

Permit No. WL000055180389 is for the construction of 1950 L.F. of eight inch (8") water line to serve the Turtlewood Addition Section 6, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

July 23, 2018

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

Re: Permit No.: WL000055180389
Turtlewood 6th Addition
Water Line Extension Project
PWSID No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055180389 for the construction of approximately 1,950 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City Turtlewood 6th Addition Water Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on July 23, 2018. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

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

Respectfully,

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
Christopher Anderson, P. E., SMC Consulting Engineers, P. C.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055180389

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

July 23, 2018

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 1,950 L. F. of eight (8) inch water lines and appurtenances to serve the City of Midwest City Turtlewood 6th Addition Water Line Extension Project, located in part of SE-1/4 Section 7, T-11-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on July 23, 2018.

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

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

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

Page 1 of 2





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055180389

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

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

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


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





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: September 11th, 2018

Subject: Discussion and consideration of ratifying, approving and entering into the FY 2019 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City.

ACOG has contacted staff regarding continued subcontracting with the city for traffic count data collection in order to assist in compiling information for the FY 2018 Unified Planning Work Program (UPWP). ACOG utilizes and shares the traffic data collected with other member entities for urban transportation planning activities within the Oklahoma City Area Regional Transportation Study (OCARTS). ACOG will compensate the city 80% (\$4,400.00) of the \$5,500.00 cost of the count data collected from forty vehicular locations as well as pedestrian locations.

The contract will be in effect from July 1st, 2017 through June 30th, 2018. The Engineering Division has performed traffic counting for ACOG under the terms of this and similar contracts since ACOG's FY 1995. Traffic counting is one of the Engineering Divisions normal duties and collecting data for ACOG under the terms of the contract allows Midwest City to collect revenue for that work which it ordinarily does.

Patrick Menefee, P.E.
City Engineer

Attachment

File: 1405

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF MIDWEST CITY

I. PARTIES AND PURPOSE

This CONTRACT made and entered into this _____ day of _____, 2018, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Midwest City (MWC) reaffirms the Metropolitan Transportation Planning process of the Oklahoma City Area Regional Transportation Study (OCARTS). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and MWC respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide MWC funding of the Metropolitan Transportation Planning activities within the OCARTS transportation management area (TMA) as identified in the FY 2019 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

II. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2018, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section V have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2019 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section XV of this CONTRACT. This

CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section XVI of this CONTRACT.

III. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the OCARTS Planning Process shall be vested in an Intermodal Transportation Policy Committee (ITPC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed December 18, 2008. The ITPC will send ACOG, the Metropolitan Planning Organization (MPO), transportation plans, policies and implementation programs for review and endorsement.

IV. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2019 UPWP. The UPWP details the tasks, work responsibilities, costs and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the OCARTS TMA. Approval of the UPWP by the PARTICIPANTS, the ITPC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section V herein.

V. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the OCARTS as set forth in this CONTRACT shall not exceed **\$5,500** of which **\$4,400** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable costs incurred as a part of this study and the provisions of the Office of Management and Budget Circular A-133. The actual costs shall be limited to the equipment rental, office supplies, printing costs, personnel salaries, legal fees, personnel selection and placement, personnel relocation expenses, office rent and other necessary expenses directly associated with actual work performed under this CONTRACT. Allowable costs will be determined in accordance with the Office of Management and Budget Circular A-87.

The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by MWC.

VI. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or MWC's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of MWC who jointly shall make the final determination.

VII. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from MWC showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10 or more traffic count locations have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic counts, billable at the agreed upon rate of \$100/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2019, shall be submitted on or before **July 11, 2019**.

VIII. PROGRESS REPORTS

MWC shall provide ACOG progress reports regarding the date and location of the traffic counts, as well as hourly and 24-hour total counts, and date and location of bicycle and pedestrian counts. Such reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 11, 2019**.

IX. INSPECTION OF WORK

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

X. RECORDS

MWC shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

XI. OWNERSHIP OF DATA

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

XII. INFORMATION AND REPORTS

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations and similar materials developed by MWC and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. MWC is a public entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

XIII. PUBLICATION PROVISIONS

MWC shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA; such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

XIV. TRAVEL

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

XV. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

XVI. TERMINATION OF CONTRACT

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, MWC shall deliver at cost to ACOG all items mentioned in Sections X and XI of this CONTRACT within thirty (30) calendar days following the effective termination date.

XVII. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of MWC as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgements involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

XVIII. USE OF CONSULTANTS

Under the terms of this CONTRACT, MWC may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by MWC and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that MWC insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction MWC may make. All contracts and discussions between ACOG and consultants retained by MWC must be initiated through MWC.

XIX. RESPONSIBILITY FOR CLAIMS AND LIABILITY

MWC and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by MWC and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. MWC and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

XX. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

MWC and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean MWC and/or its consultants.

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the

contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

XXI. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT

MWC and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

XXII. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING

MWC agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

XXIII. COVENANTS AGAINST CONTINGENT FEES

MWC warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

XXIV. PRIOR UNDERSTANDING

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

XXV. GOVERNING RULES AND REGULATIONS

MWC and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, MWC shall furnish ACOG with satisfactory proof of its compliance therewith.

XXVI. GOVERNING LAW AND REGULATIONS

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

XXVII. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

XXVIII. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and MWC and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

XXIX. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- (1) if intended for ACOG, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to ACOG at:

Association of Central Oklahoma Governments
4205 N. Lincoln Blvd.
Oklahoma City, OK 73105

- (2) if intended for MWC, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to MWC at:

The City of Midwest City
Attention: Traffic Engineer
100 N Midwest Boulevard
Midwest City, OK 73110

XXX. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF MIDWEST CITY HAVE EXECUTED THIS CONTRACT AS OF THE DATE FIRST ABOVE WRITTEN.

ATTEST:

ASSOCIATION OF CENTRAL
OKLAHOMA GOVERNMENTS

Secretary

Chairman, Board of Directors

Pete White, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Approved as to form and legality this _____ day of _____, 2018.

Legal Counsel, City of Midwest City

EXHIBIT A

FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

- (1) That he or she is the fully authorized agent of the Prospective Participant in this project which involves, Federal funding and has full knowledge and authority to make this certification.

- (2) That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor or accountant, nor any person in a position involving the administration of federal funds:
 - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
 - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
 - c. Has a proposed debarment pending; and
 - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

None

(If none so state by entering the word none.)

Date

City Clerk, City of Midwest City

EXHIBIT B (page 1 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

EXHIBIT B (page 2 of 2)

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT C (page 1 of 3)

NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, MWC, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

- (1) MWC and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
- (2) That any subcontract entered into by MWC for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
- (3) MWC shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for MWC to:
 - (a) Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age or handicap; or
 - (b) To limit, segregate or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age or handicap; or
 - (c) Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining; or
 - (d) Publish or cause to be printed or published any notice or advertisement relating to employment by MWC indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment; or

EXHIBIT C (page 2 of 3)

- (e) Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991; or
 - (f) Aid, abet, incite or coerce a person to engage in a discriminatory practice; or
 - (g) Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives; or
 - (h) Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991; or
 - (i) Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991.
- (4) MWC further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to MWC in the performance of this Contract.
- (5) Sanctions for Noncompliance - In the event MWC violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
- (a) Withhold payments to MWC until MWC furnishes satisfactory evidence of compliance and correction of all violations; or
 - (b) Cancel, terminate or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
 - (c) All violations which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, shall be reported to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- (6) Immediately upon notification of Contract award, MWC shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.

EXHIBIT C (page 3 of 3)

- (7) MWC hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties and responsibilities of said Commission.

- (8) MWC further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

EXHIBIT D (page 1 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES

POLICY STATEMENT

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, MWC, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

EXHIBIT D (page 2 of 2)

OKLAHOMA DEPARTMENT OF TRANSPORTATION

CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S

BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

- (1) It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
 - (a) Including qualified small and minority business on solicitation lists.
 - (b) Assuring that small and minority businesses are solicited whenever they are potential sources.
 - (c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
 - (e) Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
 - (f) If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
- (2) Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
- (3) Grantees are encouraged to procure goods and services from labor surplus areas.
- (4) Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

EXHIBIT E

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

City Clerk, City of Midwest City



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: September 11, 2018

Subject: Discussion and consideration of reappointing Taiseka Adams to the Midwest City Park and Recreation Board for a three-year term ending on September 12, 2021.

Taiseka Adams term on the Park and Recreation Board has expired and wishes to continue to serve another term.

Taiseka Adams is a ward 5 re-appointment. The current Park and Recreation Board members include: Aaron Budd, and David Clampitt from Ward 2; Jeremy Griffin from Ward 3; Casey Hurt from Ward 4; and John Manning from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works 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
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 11, 2018

Subject: Discussion and consideration of : 1) declaring as surplus a printer; 3 office chairs; plan holder; 2 bound atlases; 2 coffee table map books; Cellugraf 5/16” signals – 1 box; 2 MX-20 holders; Post It note tray; index card box; assorted jewel cases; note tray; Sharp calculator; Universal twin spool ribbon for Canon, Sharp, Royal; Ruwe markers – 1 box; Bates old style phone number keeper; express moistener; wire remote holder; metal file fasteners – partial box; 3 typewriter ribbons Monroe Marc 2 EPC; Tru-Point abrasive cups – 2 boxes; machine eraser strips – 2 boxes; index card box separators 6X4 – partial pack; and 2) authorizing their disposal by public auction or sealed bid.

This agenda item will declare the items on the attached list surplus. The condition of these items is listed on the attached spreadsheet.

If declared surplus, these items will be placed on the City’s eBay website for disposal.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH/lkb

COMMUNITY DEVELOPMENT SURPLUS – 9.11.18

Item	How Many	Condition
printer	1	unknown
office chairs	3	fair
plan holder	1	fair
bound atlases	2	good
coffee table map books	2	good
Cellugraf 5/16" signals	1 box	fair
MX-20 holders	2	unknown
Post It note tray	1	fair
index card box	1	good
jewel cases	assorted	fair
note tray	1	fair
Sharp calculator	1	unknown
Universal twin spool ribbon for Canon, Sharp, Royal	1	unknown in box
Ruwe markers	1 box	unknown
Bates old style phone number keeper	1	fair
express moistener	1	unknown
wire remote holder	1	good
metal file fasteners	Partial box	good
typewriter ribbon Monroe Marc 2 EPC	3	unknown in box
Tru-Point abrasive cups	2 boxes	unknown
machine eraser strips	2 boxes	unknown
index card box separators 6X4	partial pack	good



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: September 11, 2018

Subject: Discussion and consideration of declaring as surplus property Optec Message Board Serial #011457-01-00151, Equipment # 3428-R-24X64, Stihl weedeater serial # 510649437 equipment # 09-07-105, Stihl weedeater Serial # 388963746, equipment # 09-07-69, Stihl weedeater serial # 502781672, equipment # 09-07-128, quantity two (2) 5 to 12 year old children climbing sets, quantity one (1) each: 4 swings swing set, 16' monkey bars, 5 to 12 year old children enclosed slides, Harley Davidson golf cart, Low Boy semi trailer serial # 1A1835205D1535921, equipment # 09-10-11, Low Boy semi trailer serial # 11679TR1, equipment # 09-10-01 and International semi truck serial # 1HSGGG3RXXMH325895 equipment # 09-03-18.

This equipment listed has been removed from service. There are no other operational applications available within the City.

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director



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 11, 2018

SUBJECT : (PC-1961) Discussion and consideration of approving and passing an ordinance amending Appendix A, Zoning Regulations, of the Midwest City Code; by amending Section 5, Supplemental Regulations, Section 5.12 Exterior Construction and Design Requirements, Section 5.12.1 Exterior Construction Requirements and Standards and providing for repealer and severability.

Currently, the Zoning Ordinance requires 85% masonry exterior construction on residential structures with 100% masonry material facing the street. Staff has considered the following products as masonry products: brick, rock, stone and stucco.

In recent years, staff has been approached by a number of builders and citizens hoping to build a farmhouse style home in Midwest City. While some of these homes do incorporate traditional masonry products, most have a considerable amount of cementitious fiber board siding. A handful of builders/citizens have made application with the Board of Adjustment to ask for a variance to allow the use of more than the allowable 15% of cementitious fiber board siding.

Due to the rise in popularity of this material, staff has researched the product, visited with producers of cementitious fiber board siding and researched codes for other cities that have allowed this product. Staff has found that this material is similar to other traditional masonry products with regard to durability and has proposed an ordinance to allow cementitious fiber board as a masonry product. It should be noted that the proposed ordinance does prohibit vinyl siding and wood as exterior materials.

Notice of this item was not published prior to being heard by the Planning Commission on July 3, 2018. Notice has since been published and the item was re-heard by the Planning Commission on September 4, 2018. This item appeared on the August 14, 2018 Council agenda as Further Information.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

KG

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5, SUPPLEMENTAL REGULATIONS, SECTION 5.12 EXTERIOR CONSTRUCTION AND DESIGN REQUIREMENTS, SECTION 5.12.1 EXTERIOR CONSTRUCTION REQUIREMENTS AND STANDARDS AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.12.1 Exterior Construction Requirements and Standards is amended as follows:

5.12.1. Exterior Construction Requirements and Standards

(A) Masonry requirement for residential uses

(1) All single and two family homes shall have one hundred (100) percent masonry materials on the sides of ground floors (facades) facing a public street.

a. Exceptions: Masonry requirements do not apply above the plate line or trim work, such as gables and soffits. The masonry coverage calculation does not include doors, windows, window box-outs, eaves, or bay windows that do not extend to the foundation.

(2) All single, two family, and multifamily developments shall consist of eighty-five (85) percent masonry materials.

(3) Prohibited: Concrete masonry units, ~~and~~ concrete panel construction, vinyl siding, wood, engineered or manufactured wood, medium density fiberboard, particle board or masonite shall be prohibited in the construction of residential units.

(4) Approved materials for residential construction include: brick, rock, stone, stucco, cementitious fiberboard and other materials as approved by staff.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, III Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

Heather Poole, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, ZONING REGULATIONS, OF THE MIDWEST CITY CODE; BY AMENDING SECTION 5, SUPPLEMENTAL REGULATIONS, SECTION 5.12 EXTERIOR CONSTRUCTION AND DESIGN REQUIREMENTS, SECTION 5.12.1 EXTERIOR CONSTRUCTION REQUIREMENTS AND STANDARDS AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Appendix A, Zoning Regulations, of the Midwest City Code, is hereby amended by amending Section 5.12.1 Exterior Construction Requirements and Standards is amended as follows:

5.12.1. Exterior Construction Requirements and Standards

(A) Masonry requirement for residential uses

(1) All single and two family homes shall have one hundred (100) percent masonry materials on the sides of ground floors (facades) facing a public street.

a. Exceptions: Masonry requirements do not apply above the plate line or trim work, such as gables and soffits. The masonry coverage calculation does not include doors, windows, window box-outs, eaves, or bay windows that do not extend to the foundation.

(2) All single, two family, and multifamily developments shall consist of eighty-five (85) percent masonry materials.

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(4) Approved materials for residential construction include: brick, rock, stone, stucco, cementitious fiberboard and other materials as approved by staff.

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

SECTION 3. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, III Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

Heather Poole, Interim City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: September 11, 2018

Subject: (PC – 1960) Discussion and consideration of approval of the proposed preliminary plat of Windsor Meadows, described as a part of the NE/4 of Section 1, T11N, R2W, located on the west side of Saint Paul Ave. This item was tabled at the July 24, 2018 City Council meeting.

Dates of Hearing: Planning Commission – July 3, 2018
City Council – July 24, 2018 and September 11, 2018

Council Ward: Ward 2, Pat Byrne

Applicant: Frank McLendon

Engineer: Derek Jackson

Proposed Use: Thirty-five (35) single family residential lots

This item was first heard by the Council at the July 24, 2018 meeting. At that meeting, surrounding neighbors expressed concerns about the density, cul-de-sac length, possible water contamination and drainage. At that meeting, the Council voted to table this item to the September 11, 2018 meeting to allow the applicant to make revisions to the plat if they wished and also to provide additional information about the condition of the ground water and how drainage would be handled. At the July 24, 2018 meeting, the applicant waived the 60 day action required by the Subdivision Regulations. On July 25, 2018, the City Engineer sent the applicant's engineer information for DEQ water testing.

The applicant and his engineer hosted a meeting on August 22, 2018 with the surrounding property owners. Several staff members, Councilman Byrne and the Mayor attended this meeting as well. The applicant did provide two options for revisions to the plat. In one option, the street length was the same as originally proposed but the density was lowered from 38 lots to 35 lots. This increased the width of lots from approximately 52' to 56'-60'. The other option showed the street shortened to 999' in length and the lots remained approximately 52' in width. Neighbors again expressed concerns about the possible groundwater contamination and drainage. At that time, the applicant and engineer stated that they had not done any further research into the possible contamination issue nor had they prepared any additional information regarding drainage.

July 24, 2018

Staff, Councilman Byrne and the Mayor stressed the importance of needing this information. Community Development Director Billy Harless explained the platting process, noting that if the preliminary plat is approved, the applicant has the right to begin submitting construction plans. He explained that if there are unresolved issues, they must be addressed before the preliminary plat would be approved.

Staff advised the applicant's engineer that information for the September 11, 2018 City Council meeting had to be submitted by August 31. Staff spoke to the applicant's engineer on August 31, 2018 and asked if they had any additional information regarding drainage or the ground water to submit. He stated that he did not have any additional drainage information to submit and that he called DEQ and was told that the only circumstances under which they would come and test the water was if something detrimental has recently occurred that would affect the habitat and vegetation or if the water was going to be used for consumption. The applicant's engineer sent staff the plat showing 35 lots for single family development. This is slightly different from the original plat that showed 38 single family lots.

No information concerning wetlands from the Department of the Interior has been submitted as requested by the City Council at the July 25, 2018 meeting.

As noted above and in the July 24 Council meeting and again in the August 22 neighborhood meeting, the applicant was made aware of several concerns and was given ample time to work on resolving those issues. To date, the reduction of density by 3 lots was the only item that was somewhat addressed, as a result, staff recommends denial. Action is at the discretion of the City Council.

Action Required: Approve or reject the preliminary plat of Windsor Meadows located on the property as noted herein, made a part of PC- 1960 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

From: Patrick Menefee
To: Kellie Gilles; William Harless
Date: 7/25/2018 10:44 AM
Subject: Re: Windsor Meadows

Yes, he should get it took care of. I sent this to Derek this morning, should pass it along to Frank:

Derek, I've spoken to DEQ and they're prepared to sample the pond water. They need a date from Mr. McClendon so as to not trespass. The results need to be on DEQ letterhead.

fyi, here's the U.S. fish and wild life map. It's interesting and it does note the pond between 4th and 6th.

<https://www.fws.gov/wetlands/data/Mapper.html>

This is the program manual:

https://www.ok.gov/wetlands/documents/Oklahoma_WPP_Final_5-15-13.pdf

page 4 states that there isn't a state mitigation system in place, but I want that determination to come from the dept. of wildlife, not the city. It needs to be on their letterhead.

>>> Kellie Gilles 7/25/2018 9:17 AM >>>
Patrick,

Did I understand Council right that they want Mr. McLendon to have the water test done on the site prior to the Sept. 11 CC meeting? I am going to send him an email to remind him of everything that needs to be done before this goes to Council again and I wanted to make sure I heard that correctly.

Thanks!
Kellie

From: Patrick Menefee
To: William Harless
Date: 8/1/2018 3:54 PM
Subject: Fwd: Re: florence and windsor

fyi

>>> John Jackson <joyfuljacksons@sbcglobal.net> 8/1/2018 3:44 PM >>>
Dr Stephens is working on the design for Florence Estates.

Windsor Meadows' developer is deciding if/how to shorten the street to less than 1,000 feet. If he does it will create a very large common area for drainage along the west property line

Sent from my iPhone

> On Aug 1, 2018, at 2:36 PM, Patrick Menefee <pmenefee@MidwestCityOK.org> wrote:
>
> Hey Derek, you given any thought to the drainage questions from last Tuesday's council meeting? Are you looking at keeping the whole addition's contained on site? Is Dr. Stephens doing the designs? Wanted to check in, see what progress has been made.
>
>

From: Patrick Menefee
To: John Jackson
CC: Kellie Gilles; Frank McLendon; Bettles, Robert
Date: 8/23/2018 4:24 PM
Subject: Re: Windsor Meadows

I'll cc storm water into this. Robert will need to tell you the procedure of when the city gets contaminated water complaints and what DEQ does to act on them.

>>> John Jackson <jj_engineering@att.net> 8/23/2018 4:03 PM >>>

I just got off the phone with a Mary Wyatt and John Ashford in the ODEQ Lab and they stated that the only way they will test the water quality of the pond is if something detrimental has recently occurred affecting habitat and vegetation or if we were planning on using the water for consumption. If you can give me the name of the person you talked to who said they will test the pond I will make contact and ask them to come out. The way it was explained to me is that there has to be evidence or complaint of dead fish or plants in the pond for ODEQ to take a sample. One of the questions was, what exactly are we testing for, carcinogens, lead, mercury, bacteria, etc.? Without a specific reason knowing what we're trying to identify, we're shooting in the dark.

I also talked to the corp and we will get the process started on the wetland determination. Derek Jackson, P.E. Jackson & Jackson Engineering, Inc. 5350 S. Western Ave., Suite 222 OKC, OK 73109 Phone: (405)225-1978

From: Patrick Menefee <pmenefee@MidwestCityOK.org>
To: John Jackson <jj_engineering@att.net>; derek jackson <joyfuljacksons@sbcglobal.net>
Sent: Wednesday, July 25, 2018 10:37 AM
Subject: Windsor Meadows

There's always something.

I spoke with DEQ and they said they'll come out and sample the pond water, no problem.

fyi, here's the U.S. fish and wild life map. It's interesting and it does note the pond between 4th and 6th.

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.fws.gov%2fwetlands%2fdata%2fMapper.htm&c=E.1.KJz-p6fOjGuxmxAvzom-TNR712vYITHY9XZ_0_cYDLvvSABFcBmHPU2w8fROdWsLrVZBr7fvIFW5B_rFtHnwjY71cT8tJNvo8F4TrhFNWsxpnipsBL-dlk.&typo=1

This is the program manual:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fwww.ok.gov%2fwetlands%2fdocuments%2fOklahoma_WPP_Final_5-15-13.pdf&c=E.1.UZjGY3YU5cgJD4Ssn9AdnbKeqlC7T2epa2ockz66DNKcKuNKgCvwVZiB83lxoBDDn3wC1chJS3yiWIFktoQwP4CY3DQENzAUH1740HKSp-wdv2befgsbzX6R6g..&typo=1

page 4 states that there isn't a state mitigation system in place, but I want that come from the dept. of wildlife on their letter head, not the city. That'll let whomever direct their questions to that office, not to you, your client, or the city.

From: Kellie Gilles
To: Jackson & Jackson; mclendon.frank@yahoo.com
CC: Menefee, Patrick
Date: 8/30/2018 1:14 PM
Subject: Windsor Meadows

Hi Frank and Derek,

I just wanted to remind you that tomorrow is the deadline for me to submit information for the September 11 City Council meeting. If you plan on submitting any new or additional information, please get that to us as soon as possible.

Thank you,

Kellie Gilles
Planning Manager
Community Development
City of Midwest City
405-739-1223



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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To: Honorable Mayor and City Council

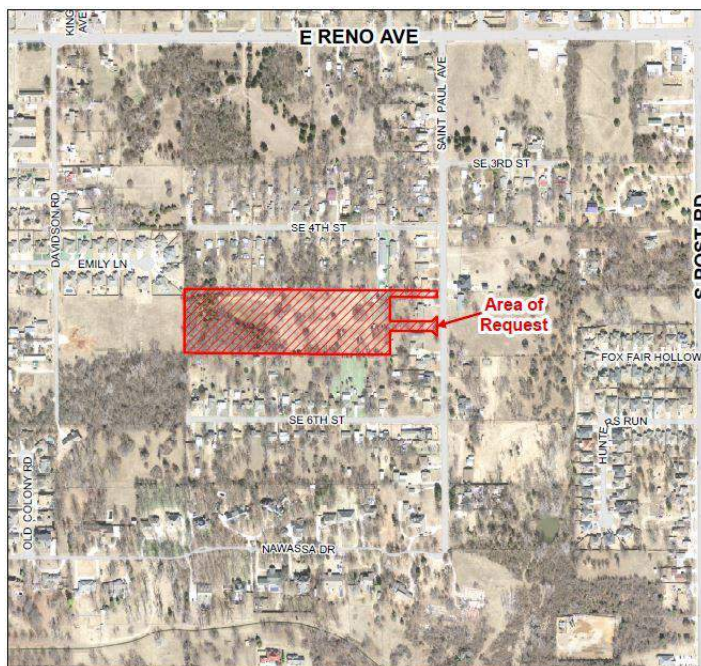
From: Billy Harless, Community Development Director

Date: September 11, 2018

Subject: (PC – 1960) Discussion and consideration of approval of the proposed preliminary plat of Windsor Meadows, described as a part of the NE/4 of Section 1, T11N, R2W, located on the west side of Saint Paul Ave. This item was continued at the July 24, 2018 City Council meeting.

Executive Summary: This item is a request to subdivide a single parcel into thirty-five (35) individual parcels for single family development. The proposed lots all have frontage onto a new proposed street named SE 5th Street. The applicant is proposing water and sewer line extensions to serve all of the lots. The area of request is currently zoned R-6, Single Family Detached Residential. No variances to any of the requirements of the Zoning Ordinance for development in the R-6 district will be allowed within this development. The Park Land Review Committee recommended approval of the proposed park land to be dedicated to the Homeowners Association. Tree preservation will be required with this subdivision. As the applicant has not provided the information

requested by the Council at the July 24 meeting and the attendees of the August 22 neighborhood meeting, staff recommends denial.



Update from the July 24, 2018 City Council meeting:

The City Council voiced four main concerns to the applicant and his design engineer at the July 25 meeting. The council asked them to provide updated information to city staff addressing these concerns so it could be put forth to the council prior to the September 11, 2018 meeting. First, the applicant and the design engineer were

instructed to submit application to the Department of Interior to get direction concerning the mitigation or relocation of the wetlands on site. Staff provided the developer with the application for the Department of Interior's wetland evaluation. Staff has not received any verification that the application has been submitted to the Department of Interior.

Second, the cleanliness of the water in the pond was questioned and council instructed the applicant to test its water quality before granting any permission to disturb the property. Staff provided the developer with the Department of Environmental Quality's (D.E.Q.) water testing application. Staff has not received any verification that the application has been submitted to D.E.Q. Third, a question concerning the adjacent watersheds and the potential impact of the proposed development on them was brought forward. The applicant and design engineer were instructed to provide further information verifying that the upstream and downstream properties would not be affected. Any further information concerning the drainage basins has not been submitted to staff. Finally, the applicant was asked to address the density issue and length of cul-de-sac requiring a variance for the length at 1,179 feet. The applicant's proposal reduced the density by 3 lots by increasing the width of lots. The proposed length of the street remains 1,179 and requires a variance.

Update from the July 3, 2018 Planning Commission meeting: Several surrounding residents voiced concerns regarding this development at the July 3, 2018 Planning Commission meeting. Staff has followed up on the concerns and provided additional information below:

Wetlands and ODEQ Water Sampling

An identified wetland is located on the area of request as shown on the Choctaw quadrangle of the National Wetlands Inventory map as prepared by the United States Department of the Interior Fish and Wildlife Service. See the attached map. The pond is a provisional wetland, meaning when it holds water, it is a wetland as identified on the accompanying map.

The applicant must get clearance from the Oklahoma Department of Wildlife Conservation to eliminate the pond and must provide that documentation to city staff prior to the issuance of any permits. The map below on the left is the City's Wetlands map which shows a provisional wetland near the area of the proposed detention pond. The map on the right is the National Wetlands Inventory and shows the wetland area in the area request.



During the July 3rd, 2018 Planning Commission meeting, residents adjacent to the area of request voiced concerns about the cleanliness of the pond water, asking for it to be tested for toxicity.

Staff spoke with Vickey Smith at O.D.E.Q. scheduling a test of the water. O.D.E.Q., who has jurisdiction over this type of body of water (the city does not), will report their findings to the developer and city staff concerning any clean up issues regarding the pond. If any pond reclamation orders are issued, the developer will be responsible for the completion of them prior to the issuance of any permits.

Comparison to surrounding subdivisions

Kanaly's Homeland 2nd Addition (SE 4th Street)

This addition contains 21 lots on block 1 and 21 lots on block 2 for a total of 42 lots. 8 of the 42 lots do front onto St. Paul rather than SE 4th Street. All but 2 of the lots fronting onto SE 4th Street are 63.3' wide and between 293'-295' deep. The 2 lots at the end of the street are 66.93' wide. The lots within this subdivision are approximately 18,648 square feet.

This subdivision is approximately 855,057.5 sq. ft. or 19.63 acres. There are approximately 2.13 dwelling units per acre in this subdivision.

SE 4th Street is approximately 1318' in length and serves 34 lots.

Homeland Addition (SE 6th Street)

This addition contains 20 lots on block 1 and 20 lots on block 2 for a total of 40 lots. 8 of the 40 lots front onto St. Paul rather than SE 6th Street. All but 2 of the lots fronting onto SE 6th Street are 63.75' wide and 304' deep. The 2 lots at the end of the street are 66.86' wide. The lots with the subdivision are approximately 19,380 square feet.

This subdivision is approximately 869,880 square feet or 19.97 acres. There are approximately 2 dwelling units per acre in this subdivision.

SE 6th Street is approximately 1320' in length and serves 32 lots.

Windsor Meadows (SE 5th Street)

This proposed addition contains 38 lots total. All of the lots are 52'-52.02' wide. The lots on the north side of the proposed street are 152'-154' deep. Lot sizes on the north side of the proposed street range from 8012.42 square feet to 7941.18 square feet. The lots on the south side of the proposed street are 123.90' deep. The lot sides on the south side of the street are approximately 6445 square feet. The lots around the cul-de-sac at the end of the proposed street are larger, ranging from 7118.15 square feet to 12,421.89 square feet. The lot width and depths of all lots meet the minimum requirements for the R-6, single family residential zoning district (50' minimum lot width and 100' minimum lot depth).

This subdivision is approximately 8.25 acres. There are 4.606 proposed dwelling units per acre in the Windsor Meadows Subdivision.

The proposed street of SE 5th is approximately 1179.13' in length and will serve 37 residential lots and one lot that is intended as a detention area/open space.

Street Length

Due to the length of the property and the fact that is inaccessible from the west, the applicant requested a variance to the requirement of the Subdivision Regulations that a PUD be required for a cul-de-sac exceeding 1000' in length. This was considered a major variance which can be approved by a 5/7 vote of the Planning Commission. This variance was approved with the recommendation of approval for the Windsor Meadows Preliminary Plat at the July 3 Planning Commission meeting. It should be noted that the Fire Department has reviewed this plat and did not oppose the length of the proposed street.

The proposed street of SE 5th is similar, in fact shorter, in length to the existing streets of SE 4th and SE 6th. As the parcel is inaccessible from any other way, staff recommended approval of this request.

Dates of Hearing: Planning Commission –July 3, 2018
City Council – July 24, 2018, September 11, 2018

Council Ward: Ward 2, Pat Byrne

Applicant: Frank McLendon

Engineer: Derek Jackson

Proposed Use: Thirty-eight (35) single family residential lots

Size:

The area of request has a frontage along Saint Paul Avenue of approximately 100 ft. and contains an area of approximately 8.25 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 – vacant
North, South and East – single family residences

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. Planning Commission recommended approval of this item on July 3, 2018.
3. The City Council tabled this item at the July 24, 2018 meeting to allow the applicant to provide additional information.
4. The applicant hosted a neighborhood meeting on August 22, 2018 to discuss eliminating three (3) lots and making the remaining lots wider. Staff, the Mayor and Councilmember Byrne attended this meeting.

Engineer's Comments:

Water Supply and Distribution

A six (6) inch public water main is located on the west side of Saint Paul Avenue in the street right-of-way extending along the east side of the area of request.

The applicant proposes to construct a public water line extension along the north side of the area of request in the proposed S.E. 5th Street right of way.

Improvement plans for the water line extension must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Extension of the water supply to serve this property is required as outlined in Municipal Code 43-32.

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

Sanitary Sewer Collection and Disposal

Section 38-18 in the Subdivision Regulations requires all existing and proposed public sanitary sewer mains be reflected on the preliminary plat.

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

The applicant proposes to construct a public sewer line extension along the south side of the area of request in the proposed S.E. 5th Street right of way.

Improvement plans for the sewer line extension must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

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

Streets and Sidewalks

Section 38-18 in the Subdivision Regulations requires all existing and proposed public streets and sidewalks be reflected on the preliminary plat.

Access to the area of request is available from Saint Paul Avenue. Saint Paul Avenue is classified as a collector street in the 2008 Comprehensive Plan. Saint Paul Avenue is a two (2) lane, 32-foot wide, curbed, asphalt concrete roadways. Current code requires a total street right-of-way width of sixty (60) feet for collector roads and presently, Saint Paul Avenue has sixty (60) feet of right-of-way adjacent to and parallel to the east side of the area of request.

The applicant proposes to construct a public local street, S.E. 5th Street, with sidewalks to service the area of request.

Improvement plans for the street and sidewalks must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is from the east to the west to the south via overland flow. Currently, the area of request is undeveloped. Drainage from the site continues west, joining an unimproved channel that drains southwest, eventually draining into Soldier Creek, Tributary 6.

The applicant proposes an on-site detention pond to service the area of request.

Improvement plans for the detention pond and any accompanying drainage structures must be prepared by a registered professional engineer and be submitted to staff for plan review and approval.

Staff has asked an outside consultant to review the drainage report submitted by the applicant to ensure that this proposed development will not adversely affect neighboring properties. At the time of this writing, staff has not received the consultants findings. The findings will be made available at or before the Planning Commission meeting on July 3.

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 existing and proposed right of way for the area of request are illustrated on the preliminary plat and 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 Fire Department has reviewed this preliminary plat. The property is required to meet and maintain the requirements of Midwest City Ordinances, Section 15. The cul-de-sac for this development shall be a minimum of 96' in diameter with a street clear width minimum of 26'0".

Staff Comments:

The purpose of this preliminary plat is to create 35 single family residential lots. One lot will be used for detention and park land.

The area of request is zoned R-6, Single Family Detached Residential. If this proposed subdivision is approved, all development will be required to meet the regulations for the R-6 district as stated in the Zoning Ordinance. These regulations include:

- At least 70% of the dwelling units within the development must adhere to section 5.15 of the Zoning Ordinance pertaining to single-family driveways and garages
- The exterior of each home must be constructed of a minimum of 85% masonry materials, 100% facing the street
- 25' front setback, 20' rear setback, 7' side setbacks
- 40% maximum building coverage
- Minimum 5:12 roof pitch

One new curb-cut along Saint Paul Ave. will provide access to the area of request. As this subdivision is creating less than 50 lots, a secondary point of access is not required.

The Park Land Review Committee met on June 14, 2018 to review the proposed park land/open space. According to the calculations provided in the 2012 Subdivision Regulations, the applicant is required to provide .18 acres of parks and open space.

The applicant is proposing an area containing a total of .31 acres of private park and open space to be maintained by the Homeowners Association. The HOA covenants must be provided to staff with the Final Plat application and provisions for care and maintenance of the park land/open space must be included.

A portion of the proposed park land must adhere to the following considerations:

- Be located between a building and street or completely bound by streets
- Be viewable from public space
- Any slope of the pond area may not exceed 33%
- Accessible by patrons
- Contain a seating area, public area or fountain
- One tree or planter at least 16 square feet for every 200 square feet of open space and be located within or adjacent to the open space.

Section 38-53.4 of the 2012 Midwest City Subdivision Regulations requires the applicant to submit a Tree Canopy Management Plan with the preliminary plat application. The applicant has provided this plan. The Subdivision Regulations allow developers to preserve trees with two (2) options. The first option is standard compliance wherein the applicant may only remove trees from proposed street right-of-ways, proposed utility easements and proposed areas for site features required by the Subdivision Regulations. The second option allows the developer to create a cluster development, preserving trees in designated open spaces. The applicant has chosen to pursue the first option, standard compliance. Under this requirement of the code, the applicant may only remove trees from the proposed right-of-ways, easements, and areas of site features. All other trees on the lot must remain through the entire platting process.

During pre-application meetings between staff and the applicant, there were many discussions about how to proceed with the 33' strip of land that abuts Saint Paul Ave. on the far north side of the area of request. The lot was created many years ago and is non-conforming to current codes due to it being a flag shape. Section 38-48.5(A) of the Subdivision Regulations requires that lots be shaped regularly and prohibits flag shaped

September 11, 2018

lots. Prior to submission of the preliminary plat application, the applicant met with the property owner abutting the 33' strip to the south. The applicant and property owner have agreed to deed the 33' strip of land to the abutting property owner contingent upon approval of this preliminary plat. They have submitted a letter signed by both parties detailing the agreement. If this preliminary plat is approved, the 33' strip of land will be deeded to the abutting property owner and will no longer be a part of this proposed subdivision. Proposed lot 1 will become 52.14' wide by 154.14' deep, containing an area of 8,036.86 square feet. Staff met with an Escrow Assistant at American Eagle Title on June 20 and confirmed that the transfer of property would be allowed by quit claim deed.

As the applicant has not provided staff with the information requested at the July 24, 2018 Council meeting and the August 22, 2018 neighborhood meeting, staff recommends denial of this request.

Action Required: Approve or reject the preliminary plat of Windsor Meadows located on the property as noted herein, subject to the staff comments and found in the September 11, 2018 agenda packet and made a part of PC- 1960 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

Applicant: FRANK MCCLEGGAN
 Phone Number: _____
 Address: WINDSOR MEADOWS

Preliminary Plat Requirements/Checklist - Engineering

The preliminary plat shall be accompanied by a statement signed by the registered engineer preparing the plat that he has, to the best of his ability, designed the subdivision in accordance with the latest subdivision regulations and in accordance with the ordinances and regulations governing the subdivision of land.

38-18	Preliminary Plat:	
Administrative	North arrow, scale, date, and site location map	✓
Administrative	The total number of lots	✓
Administrative	The total area of development	✓
Administrative	The location of proposed lots, areas in Acres and Square Feet, and dimensions.	✓
Administrative 38-42.3(b)(3)	The location of property lines, existing easements, buildings, fences, cemeteries or burial grounds, and other existing features within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	✓
Administrative 38-42.3(b)(3)	The location of any natural features such as water courses, water bodies, flood hazard areas, tree masses, steep slopes, or rock outcroppings within the area to be subdivided and similar facts regarding existing conditions on immediately adjacent property.	X
Administrative 38-42.3(b)(3)	The location, width, and name of all existing or platted streets or other public ways (i.e. railroad and state-owned) within or immediately adjacent to the tract.	✓
Administrative	The location of all existing or abandoned oil or gas wells, oil or gas pipelines and other appurtenances associated with the extraction, production and distribution of petroleum products and all related easements on the site or on immediately adjacent property.	X
13-18.2(c)	The applicant shall furnish with the application to the city a current title commitment issued by a title insurance company authorized to do business in Oklahoma, a title opinion letter from an attorney licensed to practice in Oklahoma, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the preliminary plat.	N/A
Administrative	The legal metes and bounds of the property being developed.	✓
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	PENDING
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.	PENDING



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13-69.7(4)	Special structures such as dams, spillways, dikes or levees.	✓
Administrative	Location of Floodplain if adjacent or within development	✓
Administrative	Location of Wetlands if adjacent or within development. If so, the developer is required to notify the Army Corp of Engineers.	NO
Administrative 38-43.3(a)(1)	Show the location and size of water mains.	✓
Administrative 38-43.3(a)(1)	Show the location and size of wastewater mains.	✓
Administrative 38-43.3(a)(2)	Show the location and specifications for fire hydrant systems.	✓
Administrative	Finish floor elevations for all pad sites	+
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain	+
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements	+
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.	+
Administrative	Show the proposed street layout and right of ways.	✓
38-45.4(c)	All existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	✓
38-45.4(d)	All access points to existing roadways and be of the required number.	✓
38-45.4(e)	The development shall have two (2) connections to adjacent properties.	X
38-45.4(n)	The names of all new proposed streets.	✓
38-45.4(o)	The development shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	X
38-47	The location and size of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	✓
38-18.2(a)(1) 38-44.3(a)(2)	Preliminary stormwater management plan (SWMP)	NO
38-44.3(e)(1)	A digital copy of the preliminary SWMP shall be submitted along with the preliminary plat.	
38-44.3(e)(2)	The preliminary SWMP shall be labeled as "Preliminary"	
38-44.3(e)(3)	The preliminary SWMP shall be signed, sealed, and dated by the professional engineer (P.E.) or shall contain a statement showing the professional engineer's name and license number and affirming the preliminary SWMP was prepared under the direction of the engineer and that the plan is preliminary	↓



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38-44.3(b)(3)	If no preliminary drainage plan is required [only upon city engineer's approval, see 38-44.44 (b)(3)]: show existing drainage patterns, runoff coefficients, and the proposed changes to these items (before and after development)	NEEDED	
38-44.3(c)	The preliminary SWMP must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43), including control/sediment plans		
38-18.2(a)(2) 38-44.4(a)(2)	Preliminary drainage plan	PENDING	
13-69.7(1)	The area of the preliminary drainage plan in acres shown at points where storm water enters and leaves the proposed subdivision, and where drainage channels intersect roadways and at junction points.	↓	
13-69.7(3)	The location, size, and type of existing and proposed storm water control facilities including storm sewers, inlets, culverts, swales, channels and retention or detention ponds and areas. The approximate area in acres served by said facilities shall be shown.		
13-69.7(4)	Special structures such as dams, spillways, dikes or levees.		
38-44.4(c)(1)	The preliminary drainage plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development.		
38-44.4(c)(2)	The preliminary drainage plan must comply with the Engineering Standards Manual and construction details and the Midwest City Code of Ordinances (e.g. chapters 13 and 43)		
38-44.4(d)(1)	Three (3) paper copies of the preliminary drainage plan		
38-44.4(d)(2)	The preliminary drainage plan shall be labeled as "Preliminary"		
38-44.4(d)(3)	The preliminary drainage plan shall be stamped by and dated by the engineer, professional		
38-44.5	If the development proposed is adjacent to or within the 100-year floodplain the following are required:		N/A
38-44.5(a)	No Development within a floodway.		↓
38-44.5(b)	All 100-year floodplains shall be maintained in an open natural condition		
38-44.5(b)(3)(a)	The 100-year floodplain shall be dedicated on the final plat to the city as a single lot or may be owned and maintained by an HOA		
38-44.5(b)(3)(b)	No portion of a single-family or two-family residential lot shall exist within the 100-year floodplain		
38-44.5(b)(3)(c)	A fifteen-foot wide maintenance easement adjacent to the floodway		
38-44.5(b)(3)(e)	All streets adjacent to a 100-year floodplain shall have a minimum ROW width of fifty (50) feet.		
38-44.5(b)(3)(f)(2)	All streets adjacent to a 100-year floodplain shall have a minimum sixty (60) percent of the linear frontage		
38-44.5(b)(3)(f)(3)(a)	Not more than one (1) cul-de-sac in a row adjacent to 100-year floodplain		



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38-44.5(b)(3)(f)(2)(b)(1)	A minimum fifty (50) percent of an adjacent cul-de-sac bulb shall be open to the 100-year floodplain and no residential lot shall encroach within the area between this line and the major creek.	N/A	
38-44.5(b)(3)(f)(2)(b)(2)	An entry monument(s) or feature(s) as well as landscaping shall be provided at the end of the cul-de-sac and a pathway of a minimum twelve (12) feet in width shall be provided to the major creek	↓	
38-18.2(a)(3) 38-43.3	Preliminary utility plan	PENDING	
Administrative	The preliminary utility plan shall show the location and width of all adjacent utility easements	↓	
38-38.43.2(2)	Width of all proposed utility easements		
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of water mains.		
38-43.3(a)(1)	The preliminary utility plan shall show the location and size of wastewater mains.		
38-43.3(a)(2)	The preliminary utility plan shall include plans and specifications for fire hydrant systems.		
38-43.4(b)	All water and wastewater utilities including connections within the ROW or easements shall be vested to the city.		
38-43.4(d)	No utility or service lines shall cross another lot.		
38-43.4(e)	Any utility adjacent to non-city government roads shall be constructed outside that ROW and in a separate easement unless agreed upon by non-city owner and Midwest City		
38-18.2(a)(5)	Preliminary site development plan		NEED
Administrative	Finish floor elevations for all pad sites		↓
Administrative 13-69.7(2)	Drainage arrows on all lots showing the final grading and where the water will drain (not to drain over more than adjacent lot)		
Administrative 38-54.3(c)(1) 38-54.3(d)(1) 38-54.4	Required retaining walls and retaining wall easements		
Administrative	Existing contours with intervals not to exceed two (2) feet referenced to a United State Geological Survey or Geodetic Survey bench mark or monument.		
38-18.2(a)(6)	Street layout plan	✓	
Administrative	The classification of every street within or adjacent to the development.	✓	
38-45.4(b)	The streets within the development shall conform to the city's comprehensive plan.	✓	
38-45.4(c)	The proposed street system shall extend all existing arterial streets and such collector and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.	✓	
38-45.4(d)	The street layout plan shall show all access points to existing roadways and be of the required number.	✓	



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38-45.4(e)	The street layout plan shall have two (2) connections to adjacent properties.	N/A
38-45.4(n)	The street layout plan will have the names of all new proposed streets.	✓
38-45.4(o)	The street layout plan shall not have any proposed cul-de-sacs longer than five hundred (500) feet in length	X
38-47	The location, size, and easements of all proposed pedestrian crosswalks, bike trails, horse trails, or other supplementary movement systems.	
38-18.2 (a) (7)	Street signage and striping plan	
Administrative	Proposed signage of development	N/A
Administrative	Proposed striping if required	N/A
38-18.2 (a) (9)	Other plans	
Engineering Comments and Recommendations:		
NEED APPROVAL FROM D.E.Q. AND DEPT. OF INT.		
Associated Departments (Fire, Stormwater, and Utilities) Comments and Recommendations:		

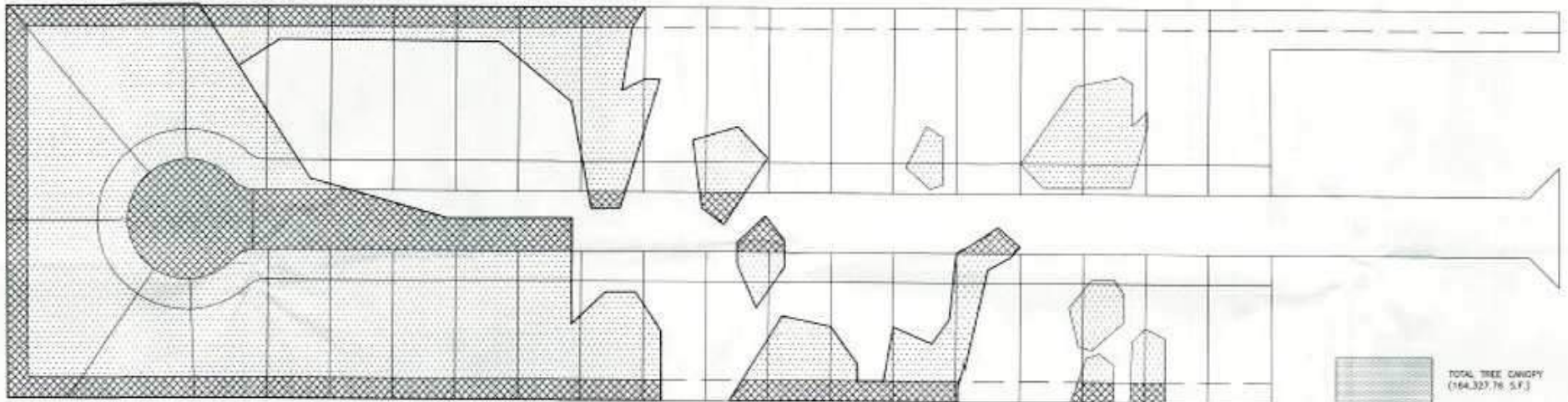
TREE MANAGEMENT OF WINDSOR MEADOWS

A PART OF THE NORTHEAST QUARTER OF SECTION 1, T11N, R2W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

WINDSOR DEVELOPMENT, LLC
1723 N WESTON ROAD
OKC, OK 73102



Section 1, Township
Not To Scale



TOTAL TREE CANOPY
(164,327.76 S.F.)

TOTAL TREE CANOPY IN
R/W AND EASEMENTS
(52,279.34 S.F.)

CANOPY ID	CANOPY AREA	DBH	CANOPY HEIGHT	# OF TREES	NOTE
NEWBORN MAPLE TREE	4.0'	7.0"	15'	1	
SMALL PINE	2.0'	4.0"	10'	1	
SMALL PINE	2.0'	4.0"	10'	1	
SMALL PINE	2.0'	4.0"	10'	1	
SMALL PINE	2.0'	4.0"	10'	1	
SMALL PINE	2.0'	4.0"	10'	1	
SMALL PINE	2.0'	4.0"	10'	1	
SMALL PINE	2.0'	4.0"	10'	1	



DENSITY
IN 100'S/ACRES = 6.75 TREES PER ACRE

LEGAL DESCRIPTION:

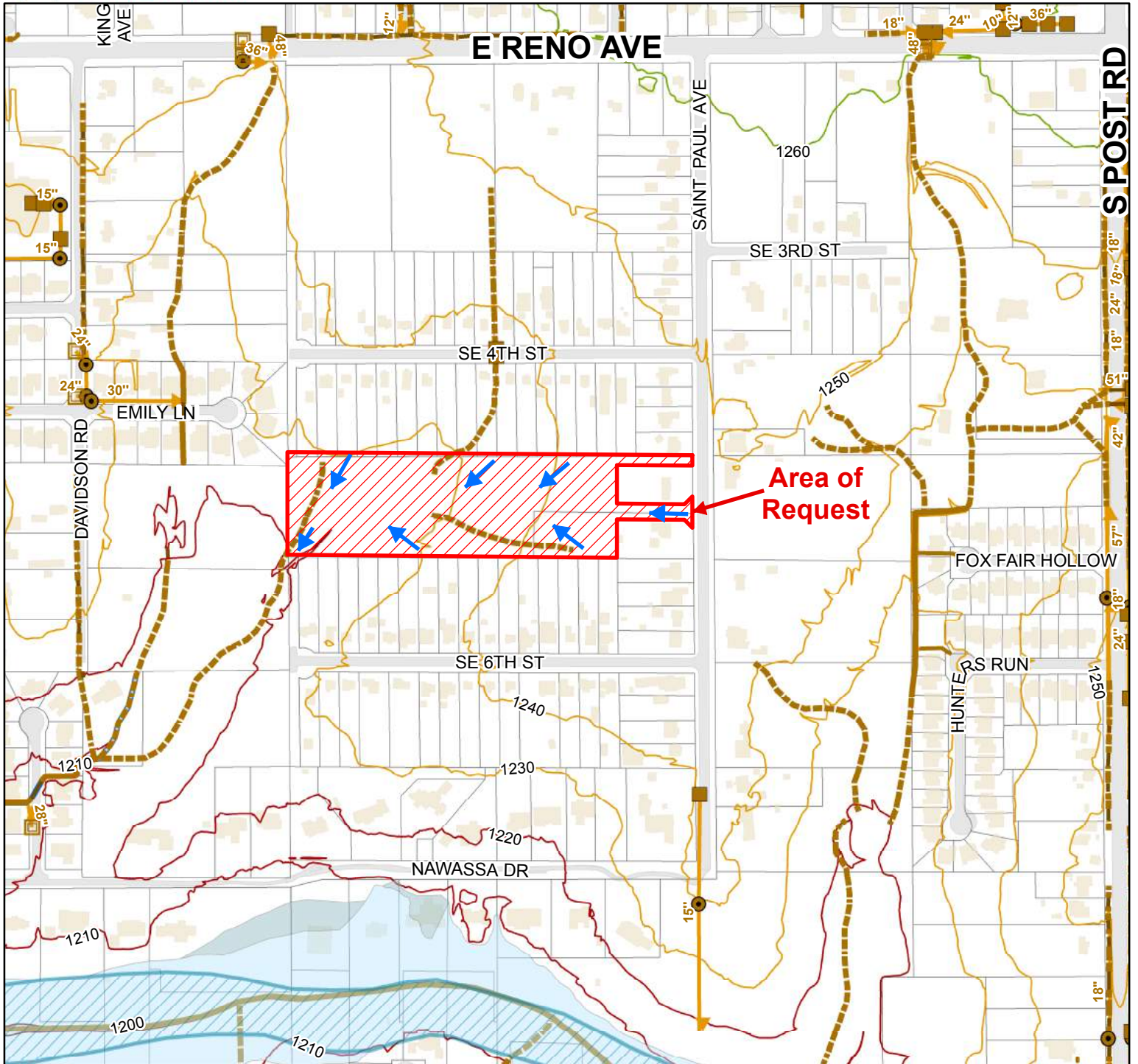
A PART OF THE N/2 OF THE N/2 OF THE SW/4 OF THE NE/4 OF SECTION 1, TOWNSHIP 11 NORTH RANGE 2 WEST OF THE MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID N/2 THENCE N88°27'00" W AND ALONG THE SOUTH LINE OF SAID N/2 A DISTANCE OF 30.00 FEET; THENCE DUE NORTH AND PARALLEL TO THE EAST LINE OF SAID N/2 A DISTANCE OF 228.64 TO THE POINT OF BEGINNING; THENCE N89°24'27" W A DISTANCE OF 400 FEET; THENCE S89°24'27" W A DISTANCE OF 1,288.25 FEET; THENCE S89°24'27" W A DISTANCE OF 3,063.00 FEET; THENCE S89°24'27" W ALONG THE NORTH LINE OF THE SW/4 OF SAID SW/4 A DISTANCE OF 1,046.15 FEET; THENCE DUE NORTH AND PARALLEL TO SAID EAST LINE A DISTANCE OF 123.85 FEET; THENCE S82°27'28" W A DISTANCE OF 219.00 FEET; THENCE S81°47'00" W A DISTANCE OF 25.54 FEET; THENCE DUE NORTH AND PARALLEL TO THE EAST LINE OF SAID N/2 A DISTANCE OF 100.00 FEET; THENCE S48°10'00" W A DISTANCE OF 35.16 FEET; THENCE N82°27'28" W A DISTANCE OF 219 FEET; THENCE DUE NORTH AND PARALLEL TO THE EAST LINE OF SAID N/2 A DISTANCE OF 123.90 FEET; THENCE S89°24'27" W A DISTANCE OF 342.80 FEET; THENCE DUE NORTH AND PARALLEL TO THE EAST LINE OF SAID N/2 A DISTANCE OF 33.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.25 ACRES MORE OR LESS.

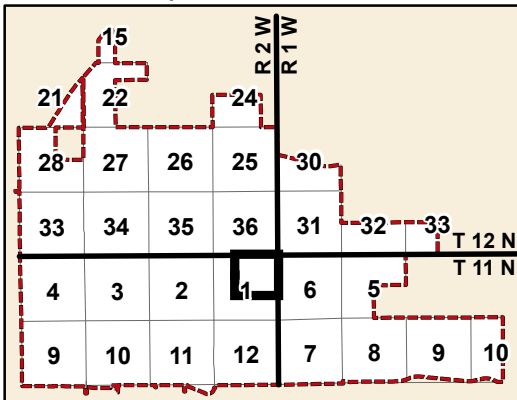


LEGEND:
 B/L - BUILDING
 U/E - UTILITY
 D/E - DRIVE
 DMS/E - DRAINAGE
 LNA - LOT AREA
 RAC - ROAD CENTERLINE
 B/W - BOUNDARY

PRELIMINARY PLAN
 JACKSON & J...
 5350 S. WESTON
 OKLAHOMA CITY, OK
 PHONE: (405) 222-1234
 CERT. AUTH. #37



Locator Map

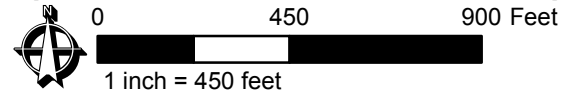


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

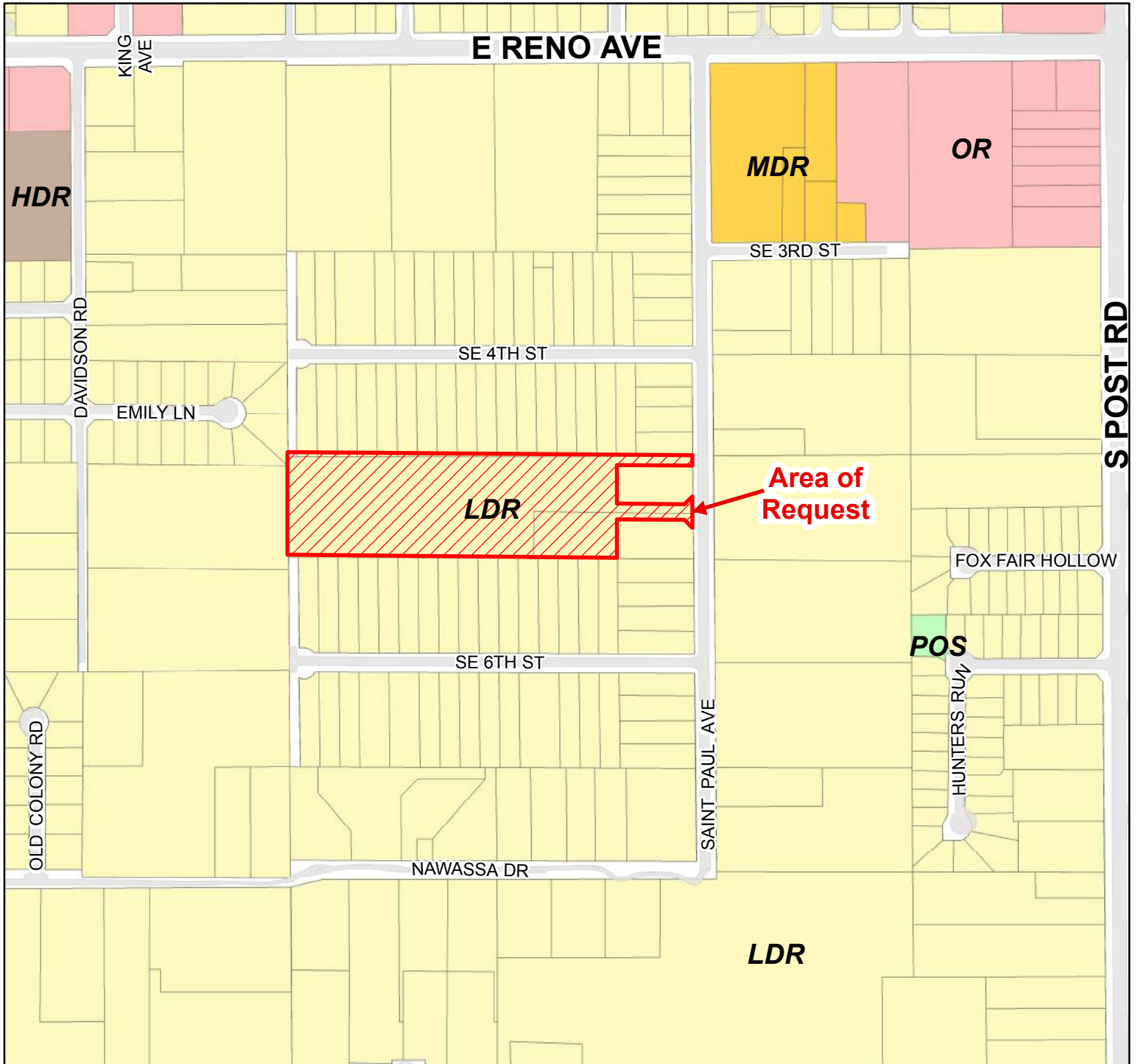
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

DRAINAGE LOCATION MAP FOR PC-1960

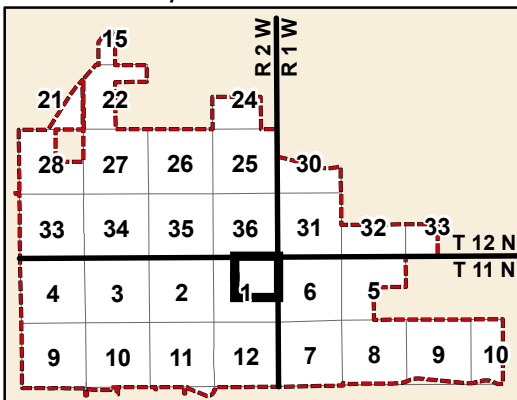
(NE/4, Sec. 1, T11N, R2W)



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Locator Map

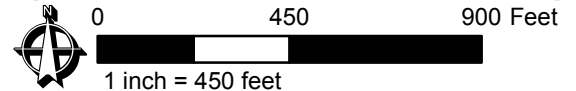


Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-1960**

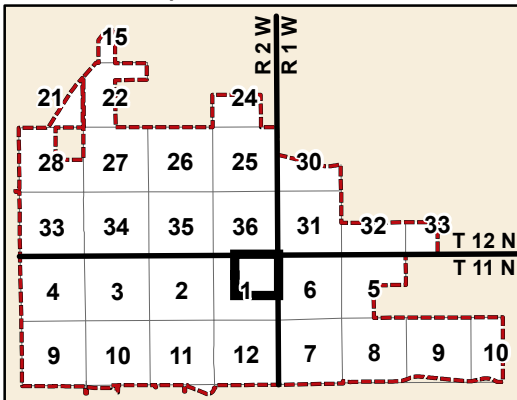
(NE/4, Sec. 1, T11N, R2W)



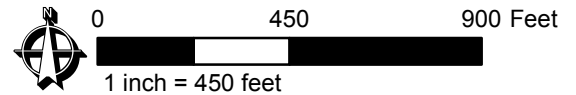
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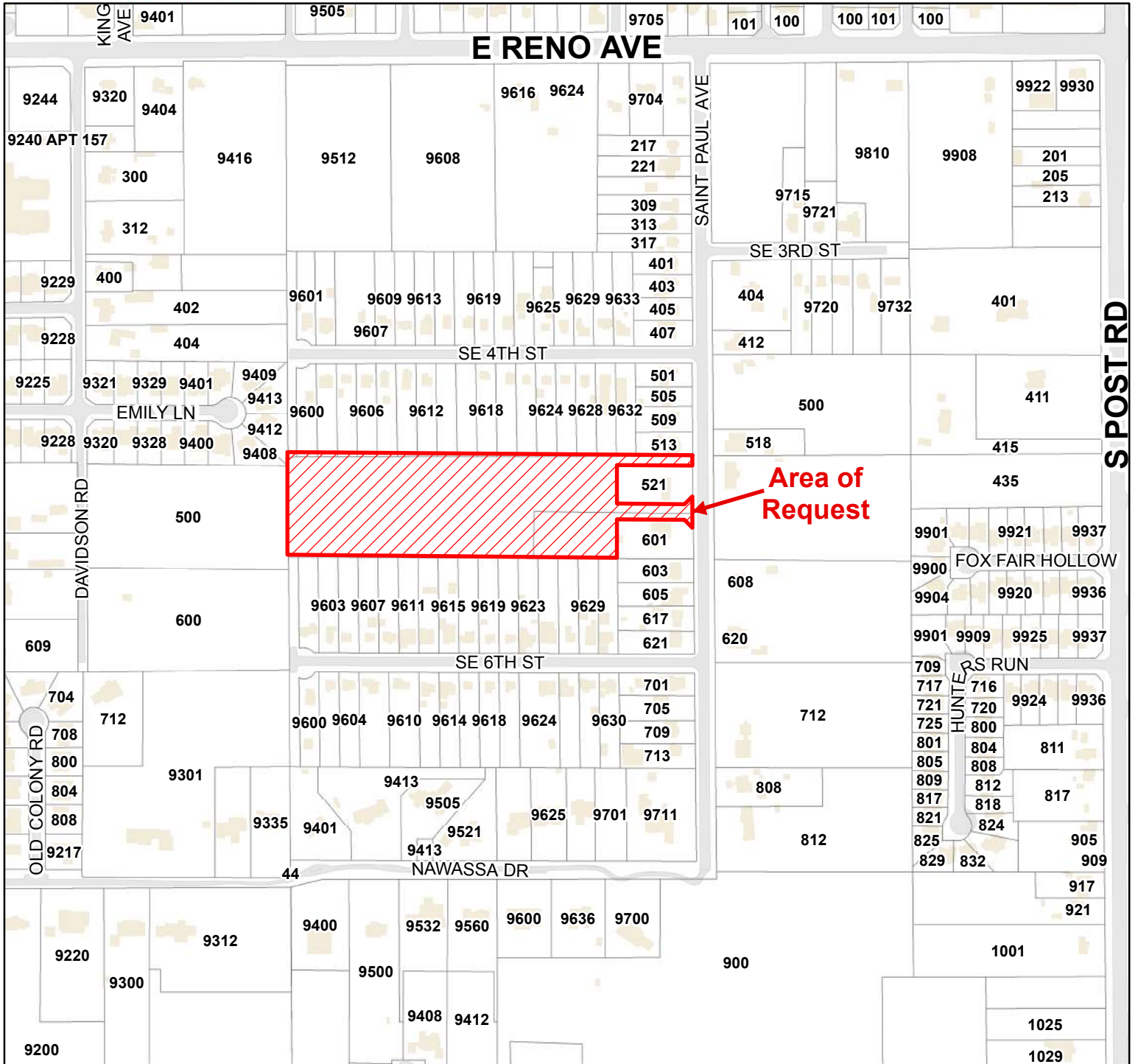
Locator Map



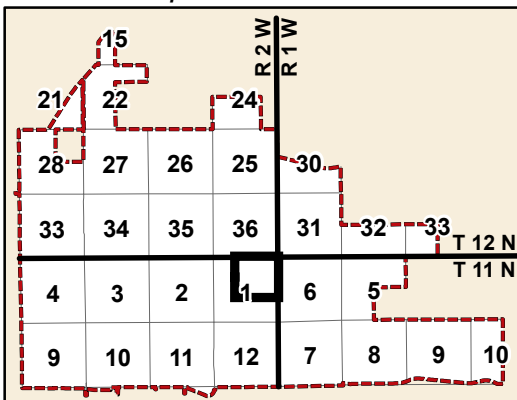
**2017 DOP (AERIAL) VIEW FOR
PC-1960
(NE/4, Sec. 1, T11N, R2W)**








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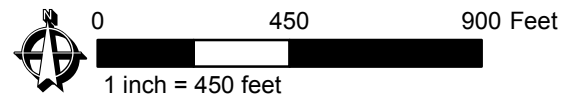
Locator Map



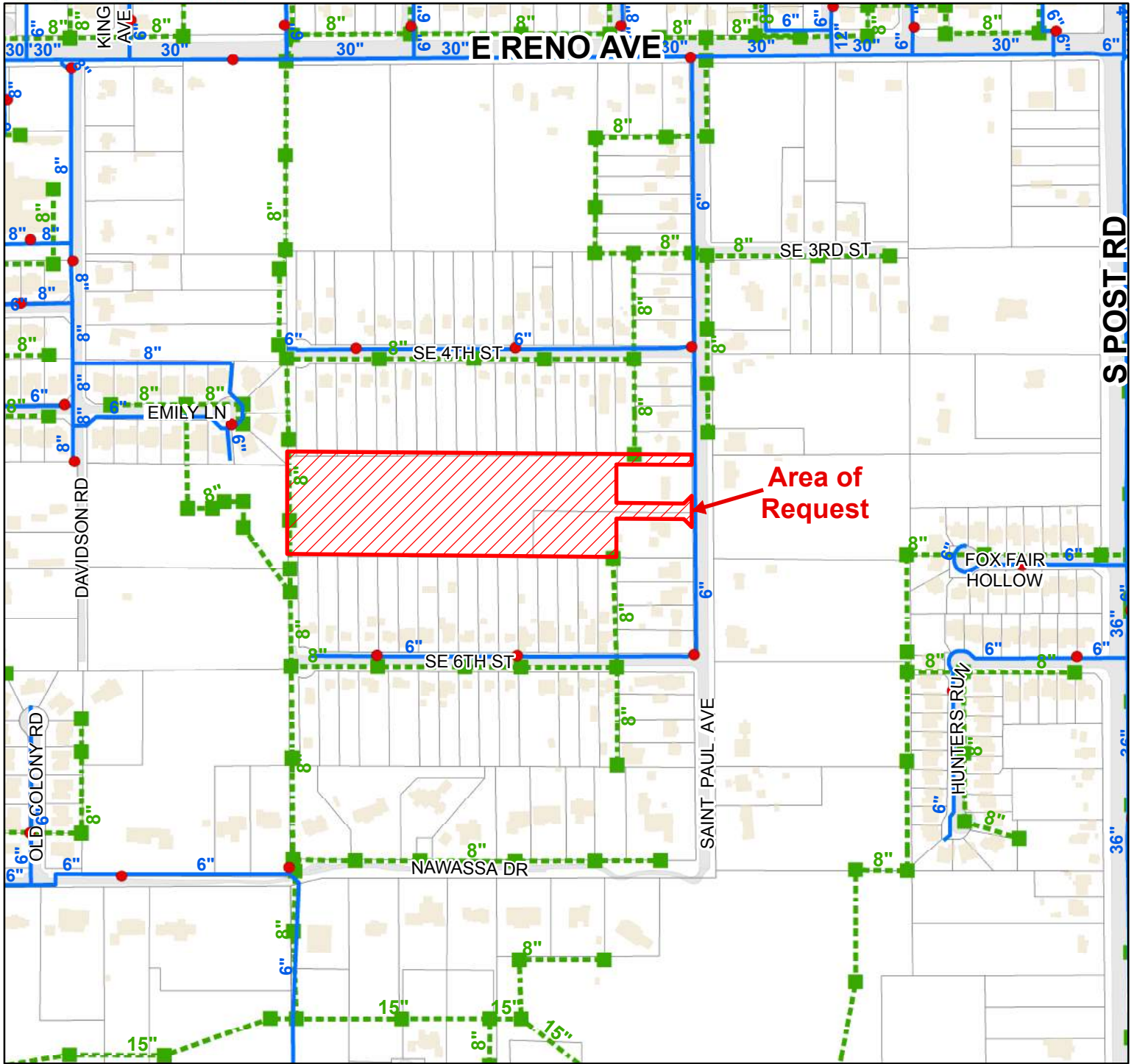
General Map Legend

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

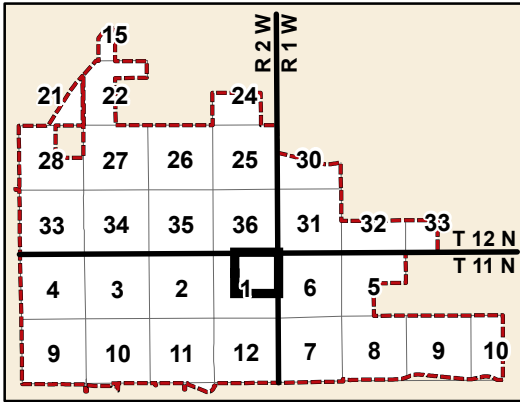
**GENERAL MAP FOR
PC-1960
(NE/4, Sec. 1, T11N, R2W)**



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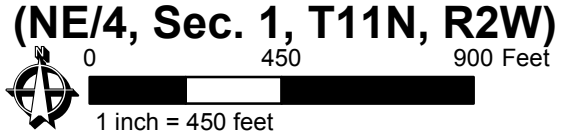
Locator Map



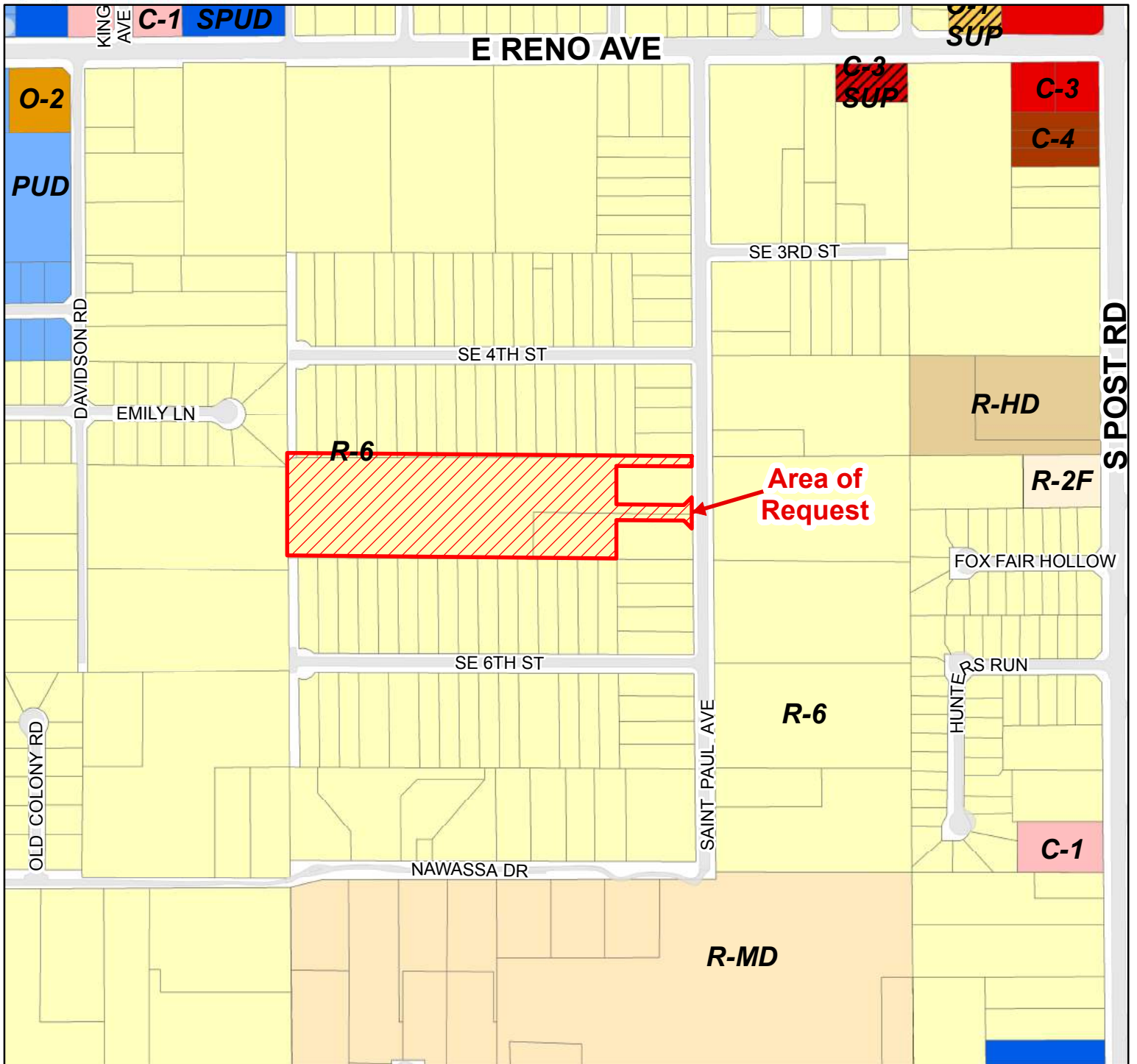
Water/Sewer Legend

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

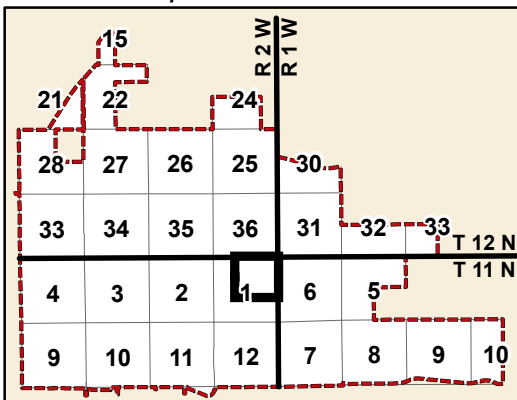
WATER/SEWER LINE LOCATION MAP FOR PC-1960 (NE/4, Sec. 1, T11N, R2W)



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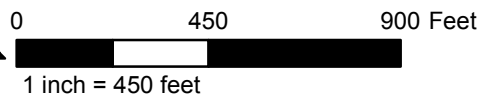
Locator Map



Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-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-1960
(NE/4, Sec. 1, T11N, R2W)**



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Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: September 11, 2018

SUBJECT: Discussion and consideration of approving an ordinance amending the Midwest City Municipal Code, Chapter 2, Administration, by amending Article VIII, Purchasing, Section 2-116, Generally; and providing for repealer and severability.

Previously, the City Council had made a recommendation to increase the authorization amount for the City Manager for purchase of supplies, material, equipment or personal services, or any combination thereof; from \$17,500 to \$25,000. The attached ordinance will update the code to reflect such action.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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 11th, 2018

Subject: Discussion and consideration of accepting the resignation of two previous members, Rella Johnson and Valencia Howell, and appointing three new members to the Original Mile Reinvestment Committee.

Goals of Committee: In 2011 consulting firm Ochsner, Hare & Hare prepared a revitalization plan for the Original Mile neighborhood. Over the past few years many goals of the plan have been implemented. Several suggested tasks remain to bring the plan to fruition. The committee gives input and guidance on which steps to take next.

Suggested Committee Appointments: Amy Otto, Brian Ensey, Susan Gilcrest

Staff recommends approval.

Billy Harless, AICP
Community Development Director
JS



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL AUTHORITY AGENDA



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



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



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



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



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

September 11, 2018 - 7:02 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 staff briefing, and regular meeting of August 28, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statements of Sooner Town Center II, LLC for calendar years ending December 31, 2016 and 2017. (G. Henson - City Manager)
- 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. (Secretary - S. Hancock)
- 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 staff briefings of the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Memorial Hospital Authority Staff Briefing Minutes

August 28, 2018 – 6:00 PM

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

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 28, 2018.

No meeting was held.

ATTEST:

MATTHEW D. Dukes II, Chairman

SARA HANCOCK, Secretary

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

Midwest City Memorial Hospital Authority Minutes

August 28, 2018 – 7:02 pm

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

Chairman Matt Dukes called the meeting to order at 8:17 PM with the following members present: Trustees: Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

DISCUSSION ITEMS.

1. **Discussion and consideration of approving the minutes of the staff briefing, and regular meeting of August 14, 2018, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2018-2019, decrease: Hospital Authority Fund, expenses /Hospital Authority (90) \$1,084,510.** Byrne made a motion to approve the adjustments, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action taken.

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(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** The executive session was not needed.
2. **Discussion and consideration of entering into executive session as allowed under 25 O.S., § 307(B)(4) to be briefed on potential pending litigation.** The executive session was not needed.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 8:19 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



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

MEMORANDUM

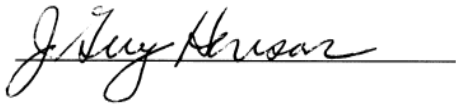
TO: Hospital Authority Chairman and Trustees

FROM: J. Guy Henson, City Manager

DATE: September 11, 2018

SUBJECT: Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statements of Sooner Town Center II, LLC for calendar years ending December 31, 2016 and 2017

Attached for your review and approval are the management representation letters and financial statements for calendar years 2016 and 2017.



J. Guy Henson
City Manager

Attachments

Sooner Town Center II, LLC
1111 Metropolitan Avenue #700, Charlotte NC 28204

September 11, 2018

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 “Entity”), which comprise the balance sheet as of December 31, 2017 and the related statements of operations, changes in members’ deficit, and cash flows for the year 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 11, 2018, the following representations made to you during your audit.

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 Entity 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 Entity 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 Entity'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 Entity; (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 Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity 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. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion 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 (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).
8. The calculation of participation rent for the year ended December 31, 2017 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents are prepared in compliance 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 that the rent expense for participation rent was \$64,207 for the year ended December 31, 2017.
11. We believe that amounts due for participation rent are \$82,436 as of December 31, 2017.
12. 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 Collett
Managing Member

John Cheek
Consultant to Collett as agent for Sooner Town Center II, LLC

Kemp Woollen
Chief Financial Officer of Collett as 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, 2017 and 2016

Table of contents

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Statements of operations	4
Statements of changes in members' deficit	5
Statements of cash flows	6
Notes to financial statements	7-11
Supplementary information:	
Schedule I – Net operating income	13
Schedule II – Debt service	14
Schedule III – Net cash flow	15
Schedule IV – Subtenant rents	16



Grant Thornton LLP
201 South College Street
Suite 2500
Charlotte, NC 28244-0100

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

T 704.632.3500
F 704.334.7701
www.GrantThornton.com

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, 2017 and 2016, 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, 2017 and 2016, 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 audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented 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 audit 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.

Charlotte, North Carolina
August 31, 2018

Balance sheets

December 31	2017	2016
	\$	\$
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	(1,618,331)	(1,327,348)
Real property, net	7,022,170	7,313,153
Other assets:		
Cash	542,440	383,425
Accounts receivable	44,334	41,630
Deferred rent receivable	18,166	12,930
Deferred charges and other assets, net	319,929	380,216
Total assets	7,947,039	8,131,354
Liabilities and members' deficit		
Liabilities:		
Notes payable (net of deferred loan costs of \$52,792 at 12/31/2017 and \$39,751 at 12/31/2016)	8,289,514	8,494,016
Accounts payable and accrued expenses	387,330	232,290
Unearned revenue	58,639	59,938
Total liabilities	8,735,483	8,786,244
Members' deficit	(788,444)	(654,890)
Total liabilities and members' deficit	7,947,039	8,131,354

The accompanying notes are an integral part of these financial statements.

Statements of operations

For the years ended December 31	2017	2016
	\$	\$
Rental revenues	1,236,856	1,236,853
Operating expenses:		
Common area maintenance	71,293	81,195
General and administrative expenses	291,097	293,051
Rent expense	129,811	143,964
Depreciation and amortization	357,392	390,454
Total operating expenses	849,593	908,664
Interest expense	461,430	416,133
Net loss	(74,167)	(87,944)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2015	(520,988)
Net loss	(87,944)
Distributions	(45,958)
Members' deficit, December 31, 2016	(654,890)
Net loss	(74,167)
Distributions	(59,387)
Members' deficit, December 31, 2017	(788,444)

The accompanying notes are an integral part of these financial statements.

Statements of cash flows

For the years ending December 31	2017	2016
	\$	\$
Cash flows from operating activities:		
Net loss	(74,167)	(87,944)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	290,983	303,749
Amortization	66,409	86,705
Changes in operating assets and liabilities:		
Accounts receivable	(2,704)	42,447
Deferred rent receivable	(5,236)	(5,236)
Deferred charges and other assets	(3,703)	(2,477)
Accounts payable and accrued expenses	155,040	48,805
Unearned revenue	(1,299)	(68,181)
Net cash provided by operating activities	425,323	317,868
Cash flows from financing activities:		
Repayments on note payable	(204,558)	(193,185)
Cash paid for deferred loan costs	(2,363)	-
Member distributions	(59,387)	(45,958)
Net cash used in financing activities	(266,308)	(239,143)
Net increase in cash	159,015	78,725
Cash, beginning of year	383,425	304,700
Cash, end of year	542,440	383,425
Supplemental disclosures of cash flow information:		
Cash paid for interest	455,079	420,336
Supplemental schedule of non-cash 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.

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, 2017 and 2016, the Company had three tenants. Each tenant comprised more than 10% of total revenue for the years ended December 31, 2017 and 2016. One tenant comprised more than 10% of accounts receivable as of December 31, 2017, and two tenants comprised more than 10% of accounts receivable as of December 31, 2016.

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 \$261,919 and \$263,295 for the years ended December 31, 2017 and 2016, 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 \$1,326 and \$0 as of December 31, 2017 and 2016, respectively, and are recognized as 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 accrued rental revenue 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 \$43,008 and \$41,630 as of December 31, 2017 and 2016, respectively, and are recognized as accounts receivable on the accompanying balance sheets.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for the years ended December 31, 2017 and 2016.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$58,639 and \$59,938 as of December 31, 2017 and 2016, respectively.

The Project consists of 69,308 square feet of retail space and was completed in 2012. At December 31, 2017, three tenants occupying 69,308 square feet were operating under non-cancelable leases providing for future minimum rents of \$5,626,457, with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2017, are as follows. Most leases have renewal options, which are not included below.

	Amount
	\$
2018	845,452
2019	829,204
2020	829,204
2021	829,204
2022	829,204
Thereafter	1,464,189
	<u>5,626,457</u>

Rent and other receivables 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. Rent and other receivables 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, 2017 or 2016.

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 \$290,983 and \$303,749 for the years ended December 31, 2017 and 2016, 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, 2017.

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, 2017 and 2016, total deferred charges capitalized were \$592,727 with accumulated amortization of \$306,867 and \$245,735, 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 \$63,990 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2017 and 2016.

Deferred charges and other assets also includes \$34,069 and \$33,224 of prepaid expenses at December 31, 2017 and 2016, 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.

2 Debt

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, 2017 and 2016 were \$8,342,306 and \$8,533,767, 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%. For the year ending December 31, 2016, the interest rate was 5.44%.

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 owing on the note will be due and payable on February 10, 2039. For the year ending December 31, 2017, the interest rate was 5.44%.

During the year ended December 31, 2016, the Company elected to adopt the provisions of Accounting Standards Update (ASU) 2015-03, "*Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*." This ASU required that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability instead of separately being recorded in deferred charges and other assets. In accordance with this presentation, the net deferred loan cost balance as of December 31, 2017 and 2016 of \$52,792 and \$39,751, respectively, is presented as a reduction of the related debt liabilities in the accompanying balance sheets.

Notes payable consists of the following at December 31, 2017 and December 31, 2016, respectively:

December 31	2017	2016
	\$	\$
Principal Balance	8,342,306	8,533,767
Less unamortized deferred loan costs	52,792	39,751
Notes payable less unamortized deferred loan costs	8,289,514	8,494,016

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 \$151,749 and \$136,290 as of December 31, 2017 and 2016, respectively, with accumulated amortization totaling \$98,957 and \$96,539 as of December 31, 2017 and 2016, respectively. Loan cost amortization expense of \$2,419 and \$22,715 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2017 and 2016, respectively.

Interest incurred related to the above loans totaled \$461,430 and \$416,133 for the years ended December 31, 2017 and 2016, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2018	214,191
2019	226,308
2020	237,872
2021	252,567
2022	266,855
Thereafter	7,144,513
	8,342,306

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 \$65,609 for the years ended December 31, 2017 and 2016. Unpaid rent expense related to this lease totaled \$82,436 and \$61,827 as of December 31, 2017 and 2016, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2018	45,000
2019	45,000
2020	45,000
2021	45,000
2022	45,750
Thereafter	2,822,132
	3,047,882

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 will be \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease is \$64,207 and \$78,355 for the years ended December 31, 2017 and 2016, respectively.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. The Company paid nominal amounts for various expense reimbursements to Collett for the years ended December 31, 2017 and 2016. Property management fees totaling \$49,105 and \$52,707 were paid to Collett for the years ended December 31, 2017 and 2016, respectively.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$12,685 and \$1,400 in fees to Cheek for the years ended December 31, 2017 and 2016, respectively.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$14,307 and \$12,880 for the years ended December 31, 2017 and 2016, respectively.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2017 through _____, the date the financial statements were available to be issued.

Supplementary information

Schedule I – Net operating income

For the years ended December 31	2017	2016
	\$	\$
Rental revenues per audited financial statements	1,236,856	1,236,853
Adjustments to cash basis:		
Rent & CAM receivable	(2,704)	42,447
Deferred rent receivable	(5,236)	(5,236)
Unearned rent	(1,299)	(68,181)
Gross operating revenue (cash basis)	1,227,617	1,205,883
Total operating expenses	849,593	908,664
Adjustments for noncash expenses and expenses funded with loan proceeds:		
Depreciation and amortization	(357,392)	(390,454)
Participation rent, accrued or paid	(64,207)	(78,355)
Operating expenses	427,994	439,855
Net operating income	799,623	766,028

Schedule II – Debt service

For the years ended December 31	2017	2016
	\$	\$
Debt service:		
Interest expense per audited financial statements	461,430	416,133
Principal payments and loan costs	209,780	193,185
Total debt service	671,210	609,318

Schedule III – Net cash flow

For the years ended December 31	2017	2016
	\$	\$
Net operating income	799,623	766,028
Less - Debt service	(671,210)	(609,318)
Net cash flow, current year	128,413	156,710
Less - Cash Reserve	-	-
Net cash flow, after reserves	128,413	156,710
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	64,207	78,355

Schedule IV – Subtenant rents

For the years ended December 31	2017	2016
	\$	\$
Tenant rents	1,227,617	1,205,883
Total rents (cash basis)	1,227,617	1,205,883



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

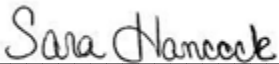
From: Sara Hancock, Secretary

Date: September 11, 2018

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

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.


Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA



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



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



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



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



MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

September 11, 2018 - 7:02 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 staff briefing, and special meeting of August 14, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statements of Sooner Town Center, LLC and STC Lowe's, LLC and Sooner Town Center II, LLC for calendar years ending December 31, 2016 and 2017. (G. Henson - City Manager)
- C. New Business/Public Discussion.





CONSENT AGENDA



A notice for this special Midwest City Economic Development Authority meeting 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 Staff Briefing Special Meeting Minutes

August 14, 2018 – 6:00 PM

This meeting was held in the Midwest City Council Conference room, second floor, in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:56 PM with the following members present: Trustees Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Discussion Items.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Special Economic Development Authority for August 14, 2018. The Trustees had no questions or comments for staff on the agenda items.

There being no further business, Chairman Dukes adjourned the meeting at 6:56 PM.

ATTEST:

MATTHEW D. DUKES, II, CHAIRMAN

SARA HANCOCK, SECRETARY

A notice for this special Midwest City Economic Development Authority meeting 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 14, 2018 – 7:03 PM

This meeting was held in the Midwest City Council Chambers, in City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:01 PM with the following members present: Trustees: Pat Byrne, Susan Eads, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

DISCUSSION ITEMS.

- 1. Discussion and consideration of approving the minutes of the staff briefing and special meeting of June 12, 2018, as submitted.** Eads made a motion to approve the minutes, as submitted, seconded by Bowen. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
- 2. Discussion and consideration of entering into a contract with the Center for Economic Development Law for professional services to evaluate the possibility of establishing a Tax Increment Finance District in support of the proposed Midwest Village development, in an amount not to exceed \$40,750.** No action was taken.
- 3. Discussion and consideration of approving and entering into engagement letters with Grant Thornton, LLP to perform GAAP audits for the calendar year ending December 31, 2017 for 1) Sooner Town Center (STC), LLC and STC Lowe's, LLC in an amount not to exceed \$45,300; and 2) STC II, LLC in an amount not to exceed \$26,250; and 3) authorizing the city manager to act on behalf of the Authority during the audits to provide information, oversee the audit process and make determinations as required.** Eads made a motion to approve and enter into the engagement letters, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Bowen, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.

NEW BUSINESS/PUBLIC DISCUSSION. There was no new business or public discussion.

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 8:02 PM.

ATTEST:

MATTHEW D. DUKES, II, CHAIRMAN

SARA HANCOCK, SECRETARY



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

MEMORANDUM

TO: Economic Development Authority Chairman and Trustees

FROM: J. Guy Henson, City Manager

DATE: September 11, 2018

SUBJECT: Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statements of Sooner Town Center, LLC and STC Lowe's, LLC and Sooner Town Center II, LLC for calendar years ending December 31, 2016 and 2017

Attached for your review and approval are the management representation letters and financial statements for calendar years 2016 and 2017.

A handwritten signature in black ink, reading "J. Guy Henson", is written over a horizontal line. The signature is enclosed in a rectangular box.

J. Guy Henson
City Manager

Attachments

Sooner Town Center, LLC
1111 Metropolitan Avenue #700, Charlotte NC 28204

September 11, 2018

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 audits of the combined consolidated financial statements of Sooner Town Center, LLC and STC Lowe's, LLC (collectively referred to as "Sooner Town Center" or the "Entity"), which comprise the combined consolidated balance sheets as of December 31, 2017 and 2016 and the related combined consolidated statements of operations, change in members' deficit, and cash flows for the years then ended, and the related notes to the combined consolidated financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the combined consolidated 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 combined consolidated 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 11, 2018, 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 combined consolidated 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 combined consolidated financial statements.
2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's combined consolidated 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 combined consolidated financial statements, as a basis for recording a loss contingency or for disclosure.
 4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the combined consolidated financial statements in the event of a noncompliance.
 5. The Entity 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 Entity'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 combined consolidated financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (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 Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity 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. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion whose effects should be considered by management when preparing the combined consolidated financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).

8. The calculation of participation rent for the year ended December 31, 2017 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents are prepared in compliance with the terms as defined in the Midwest City Downtown Redevelopment 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 combined financial statements, which describes the participation rent calculation, is consistent with our understanding of the agreement.
10. We believe the rent expense incurred totaled \$ 1,300,150 for the year ended December 31, 2017 and is properly recorded in the combined consolidated statement of operations.
11. Excluding the rent expense amount included in the promissory note, amounts due to Midwest City Memorial Hospital Authority for rent have been properly calculated and accrued in accordance with the terms of the Entity's Agreements with the City at \$419,094 as of December 31, 2017.
12. The members of the Sooner Town Center, LLC and Sooner Town Center III, LLC ("STC III") assigned their interests in STC III to Sooner Town Center, LLC as of December 31, 2017. The combined consolidated financial statements represent the consolidated results of Sooner Town Center, LLC and STC III combined with the results of STC Lowe's, LLC.
13. On February 28, 2018, the Entity and STC III jointly entered into a loan agreement for a total amount of \$49,155,000. The proceeds from the new financing were used to repay the previous debt. The loan agreement has a thirty-year term and an effective interest rate of 4.94%.
14. No events have occurred subsequent to the date of the combined consolidated financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the combined consolidated financial statements.

Very truly yours,

SOONER TOWN CENTER, LLC

Robert C. Collett
Managing Member

John Cheek
Consultant to Collett as an agent for Sooner Town Center, LLC

Kemp Woollen
Chief Financial Officer of Collett as an agent for Sooner Town Center, LLC

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes, II Chairman

**Combined Consolidated Financial Statements and
Report of Independent Certified Public Accountants**

Sooner Town Center, LLC and STC Lowe's, LLC

December 31, 2017 and 2016

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Grant Thornton LLP
201 South College St., Suite 2500
Charlotte, NC 28244-0100

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

T 704.632.3500
F 704.334.7701
www.GrantThornton.com

To the Members of
Sooner Town Center, LLC and STC Lowe's, LLC:

We have audited the accompanying combined consolidated financial statements of **Sooner Town Center, LLC** (an Oklahoma limited liability company) and **STC Lowe's, LLC** (an Oklahoma limited liability company), which comprise the combined consolidated balance sheets as of December 31, 2017 and 2016, and the related combined consolidated statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the combined consolidated financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these combined consolidated 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 combined consolidated 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 combined consolidated 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 combined consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined consolidated 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 combined consolidated 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 combined consolidated 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 combined consolidated financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center, LLC and STC Lowe's, LLC as of December 31, 2017 and 2016, and the results of their operations and their 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 combined consolidated financial statements as a whole. The combining information included in Schedules I and II on pages 14, 15 and 16 is presented for purposes of additional analysis, rather than to present the financial position, results of operations, and cash flows of the individual entities, and is not a required part of the combined consolidated financial statements. The other supplementary information included in Schedules III through VI is presented for purposes of additional analysis and is not a required part of the combined consolidated 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 combined consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the combined consolidated 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 combined consolidated financial statements or to the combined consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and other supplementary information is fairly stated, in all material respects, in relation to the combined consolidated financial statements as a whole.

Charlotte, North Carolina

Date

Combined consolidated balance sheets

December 31	2017	2016
	\$	\$
Assets		
Real property, at cost:		
Buildings and building improvements	31,128,589	31,128,589
Land improvements and signage	13,217,019	13,217,019
	44,345,608	44,345,608
Less – Accumulated depreciation	(17,820,884)	(16,225,831)
Real property, net	26,524,724	28,119,777
Other assets:		
Cash	549,601	501,214
Restricted cash	998	998
Accounts receivable	243,515	306,384
Notes receivable	328,818	268,818
Security deposit trust account	53,286	45,697
Deferred rent receivable	651,949	669,724
Deferred charges and other assets, net	1,149,048	1,255,655
Total assets	29,501,939	31,168,267
Liabilities and members' deficit		
Liabilities:		
Unearned rent	121,122	60,859
Notes payable net of deferred loan costs (\$51,880 at December 31, 2017, and \$84,073 at December 31, 2016)	40,010,959	42,996,062
Notes payable - Short term	2,000,000	-
Note payable to members and affiliates	329,818	269,818
Accounts payable and accrued expenses	848,302	665,404
Security deposits	53,286	45,697
Total liabilities	43,363,487	44,037,840
Members' deficit	(13,861,548)	(12,869,573)
Total liabilities and members' deficit	29,501,939	31,168,267

The accompanying notes are an integral part of these combined consolidated financial statements.

Combined consolidated balance sheets

For the years ended December 31	2017	2016
	\$	\$
Rental revenues	7,140,393	7,094,912
Operating expenses:		
Common area maintenance	609,017	652,712
General and administrative expenses	1,072,339	780,589
Rent expense	1,252,898	1,415,253
Property management fees	268,222	262,550
Depreciation and amortization	1,933,356	1,953,125
Total operating expenses	5,135,832	5,064,229
Interest expense	2,481,733	2,527,178
Net loss	(477,172)	(496,495)

The accompanying notes are an integral part of these combined consolidated financial statements.

Combined consolidated statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2015	(11,779,078)
Net loss	(496,495)
Distributions	(594,000)
Members' deficit, December 31, 2016	(12,869,573)
Net loss	(477,172)
Distributions	(514,803)
Members' deficit, December 31, 2017	(13,861,548)

The accompanying notes are an integral part of these combined consolidated financial statements.

Combined consolidated statements of cash flows

For the years ended December 31	2017	2016
	\$	\$
Cash flows from operating activities:		
Net loss	(477,172)	(496,495)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	1,595,053	1,601,491
Amortization	338,303	351,634
Changes in operating assets and liabilities:		
Accounts receivable	9,381	8,161
Note receivable from related party	(60,000)	-
Deferred rent receivable	17,775	10,819
Deferred charges and other assets	(117,678)	(185,256)
Accounts payable and accrued expenses	182,898	(377)
Unearned rent	60,263	6,455
Net cash provided by operating activities	1,548,823	1,296,432
Cash flows from financing activities:		
Repayments on note payable	(3,017,296)	(980,987)
Cash paid for deferred financing costs	(81,825)	-
Short term borrowings on note payable	2,113,488	-
Member distributions	(514,803)	(594,000)
Net cash used in financing activities	(1,500,436)	(1,574,987)
Net increase(decrease) in cash	48,387	(278,555)
Cash, beginning of year	501,214	779,769
Cash, end of year	549,601	501,214
Supplemental disclosures of cash flow information:		
Cash paid for interest	2,489,745	2,535,168

The accompanying notes are an integral part of these combined consolidated financial statements.

Notes to combined consolidated financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center, LLC (an Oklahoma limited liability company) (STC) was organized in June 2002 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. STC develops and operates a retail center (the Project) located in Midwest City, Oklahoma (the City). The Project is defined by a redevelopment agreement between the City and STC as authorized by the Oklahoma Local Development Act. Under the terms of the agreement, the City leases the Project land to STC under two ground leases. The City is considered to be a related party for financial reporting purposes. STC is responsible for the 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.

In September 2007, STC distributed its interest in the portion of the Project leased to Lowe's to a related party under common control, STC Lowe's, LLC (STC Lowe's).

On December 31, 2017, the interests of Sooner Town Center III, LLC (STC III) were contributed to STC. STC III is in the same business and geography as STC. The STC III interests contributed were under common control as STC and were recorded at historical costs at the date of the transfer. Accordingly, the financial statements of the Company include the activity and operations of STC III from January 1, 2016 through the date of the transfer.

Basis of Combination

The accompanying combined consolidated financial statements include the operations of STC and STC Lowe's (collectively referred to as the Company). All significant intercompany transactions and balances have been eliminated in combination.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

Restricted cash includes \$998 in amounts for utility deposits as of December 31, 2017 and 2016.

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.

The Company's tenants engage in a wide variety of businesses. One tenant accounted for 11% of total revenue for the year ended December 31, 2017. One tenant accounted for 11% of total revenue for the year ended December 31, 2016. No single tenant accounted for more than 10% of accounts receivable as of December 31, 2017 and 2016.

The Company maintains its cash in a commercial bank. Substantially all of the Company's cash and cash equivalents are held in noninterest-bearing accounts. 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 noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaled \$1,169,926 and \$1,195,061 for the years ended December 31, 2017 and 2016, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying combined consolidated statements of operations. Receivables relating to these recoveries totaled \$239,887 and \$249,267 as of December 31, 2017 and 2016, respectively, and are recognized as accounts receivable on the accompanying combined consolidated balance sheets. Interest income is recognized as it is earned. If it becomes probable a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations.

Rental revenue received in advance from tenants is recognized as unearned rent on the accompanying combined consolidated balance sheets. Unearned rent as of December 31, 2017 and 2016 was \$121,122 and \$60,859, respectively.

Rental revenue recognized on a straight-line basis over rents due amounted to \$17,775 and \$10,819 for the years ended December 31, 2017 and 2016, respectively. The aggregate excess of rental revenue recognized on a straight-line basis over rents due in accordance with the provisions of the leases was \$651,949 and \$669,724 at December 31, 2017 and 2016, respectively.

The Project consists of 627,117 square feet of retail space and 13 outparcel sites and was completed in 2015. At December 31, 2017, tenants occupying 622,603 square feet and 13 of the outparcel sites were operating under noncancelable leases providing for future minimum rents of \$37,627,521.

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2017, are as follows. Most leases have renewal options, which are not included below.

	Amount
	\$
2018	5,618,623
2019	5,351,686
2020	5,136,962
2021	4,653,339
2022	3,648,824
Thereafter	13,218,087
	37,627,521

Rent and other receivables 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. Rent and other receivables 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, 2017 and 2016.

Real Property

Buildings and building improvements 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. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$1,595,053 and \$1,601,491 for the years ended December 31, 2017 and 2016, 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 for the years ended December 31, 2017 and 2016.

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, 2017 and 2016, total deferred charges capitalized were \$4,069,642 and \$3,949,158, respectively, with accumulated amortization of \$3,045,779 and \$2,821,494, 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 \$224,285 and \$250,517 is included in depreciation and amortization in the accompanying combined consolidated statements of operations for the years ended December 31, 2017 and 2016, respectively.

Deferred charges and other assets also include \$125,185 and \$127,991 of prepaid expenses at December 31, 2017 and 2016, 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 combined consolidated 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.

2 Note Payable

The Company entered into a note payable agreement with 40|86 Mortgage Capital for borrowings in the principal amount of \$44,760,000 on January 4, 2007. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate for the term of the loan is fixed at an annual rate of 6.03%. Principal and interest are payable in monthly installments of \$269,223 through November 1, 2017, when all remaining principal and interest was originally due.

In November 2017, the Company negotiated an extension on the note maturity date to March 1, 2018, with an option to further extend to May 1, 2018 (Final Maturity Date) at which time unpaid principal and interest must be paid in full. The extension agreement requires, among other things, a one-time principal reduction in the amount of \$2,000,000, paid in November 2017, and continuation of scheduled monthly payments of \$269,223 through the Final Maturity Date. The remaining note balance and accrued interest may be paid at any time during the extension period without penalty. Exercise of the extension option to May 1, 2018 requires the payment of an extension fee equal to one percent of the unpaid note principal balance.

The City, through a public trust, loaned the \$2,000,000 additional principal reduction payment to the Company. The loan bears interest at 4.5% with principal and accrued interest payable in full on May 1, 2018. The members of the Company secured the loan with a pledge of their membership interests.

The Company entered into a note payable agreement with Midwest City Hospital Authority for borrowings in the maximum principal amount of \$3,400,000 on July 2, 2014. Total amounts drawn on this loan as of December 31, 2017 and 2016, were \$2,821,969 and \$3,003,597, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate on this note is 2.57%. Installments of principal and interest on the total amount disbursed under the note are paid monthly. The agreement states that such payments were to begin 30 days following the commencement date of the initial tenant, which occurred in December 2014. The entire unpaid balance of principal and accrued unpaid interest owed on the note was originally due and payable on November 1, 2017. On November 15, 2017, the Company and Midwest City Hospital Authority modified the original note payable agreement dated July 2, 2014. The note was amended to extend the original maturity date until June 1, 2018. The interest rate on this note was amended to 4.5%.

On February 28, 2018, the Company entered into a loan agreement for a total amount of \$49,155,000. The proceeds from the new financing were used to repay the previous debt. The loan agreement has a 30-year term and an effective interest rate of 4.94%.

Notes payable consists of the following at December 31, 2017 and December 31, 2016, respectively:

December 31	2017	2016
	\$	\$
Principal balance	40,062,839	43,080,135
Less unamortized deferred loan costs	51,880	84,073
Notes payable less unamortized deferred loan costs	40,010,959	42,996,062

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 \$841,596 and \$759,771 as of December 31, 2017 and 2016, respectively, with accumulated amortization totaling \$789,716 and \$675,698 as of December 31, 2017 and 2016, respectively. Loan cost amortization expense of \$114,018 and \$101,117 is included in depreciation and amortization in the accompanying combined consolidated statements of operations for the years ended December 31, 2017 and 2016.

Interest incurred related to the above notes totaled \$2,481,733 and \$2,527,178 for the years ended December 31, 2017 and 2016, respectively. These amounts are included in the Interest Expense line item on the accompanying combined consolidated statements of operations.

Scheduled principal payments on the notes payable amounts are as follows:

	Amount
	\$
2018	40,062,839
	40,062,839

3 Leases

Sooner Town Center, LLC leases the Project land from the City under two ground leases, designated anchor and general. Sooner Town Center III does not have any leases under such obligations. Both Sooner Town Center, LLC leases have terms commencing on June 1, 2004, with rent commencement on February 12, 2006, and expiring on October 31, 2062. Subsequent to rent commencement, the anchor ground lease rent is \$510,000 annually. The general ground lease provides for three tiers of rent – general ground rent of \$1 per year, preferred rent of \$305,000 annually, payable to the extent of net operating income in excess of debt service as defined in the redevelopment agreement, and participation rent equivalent to 50% of net operating income in excess of debt service remaining after payment of preferred rent. Preferred rent is cumulative after the Project is 50% leased. To the extent that calculated preferred rent payable is less than \$305,000, the difference is accrued and is payable when future net operating income in excess of debt service is sufficient. Participation rent expense totaled \$366,182 and \$528,536 for the years ended December 31, 2017 and 2016, respectively. Total rental expense totaled \$1,300,150 and \$1,415,253 for the years ended December 31, 2017 and 2016, respectively. Excluding the rent expense amount included in the note payable to the City, rent expense incurred and unpaid totaled \$203,568 and \$304,937 as of December 31, 2017 and 2016, respectively, and is included in accounts payable and accrued expenses on the accompanying combined consolidated balance sheets.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated property management company, provides management and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections, net of anchor ground lease rent, for providing property management services. Such fees totaled \$268,211 and \$262,550 for the years ended December 31, 2017 and 2016, respectively. Additionally, tenant security deposits are held in a trust account maintained by Collett, consistent with industry practice and regulatory requirements. Amounts due under this arrangement are recognized as security deposit trust account and totaled \$53,286 and \$45,697 as of December 31, 2017 and 2016, respectively. The Company paid nominal amounts for various expense reimbursements to Collett for both years ended December 31, 2017 and 2016.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing services to the Company. The Company paid \$120,484 and \$178,233 in leasing commissions to SIR for the years ended December 31, 2017 and 2016, respectively.

As of December 31, 2017 and 2016, the Company has recorded \$1,000 in a related-party note payable.

The Company paid approximately \$35,403 and \$30,619 in utilities expense to the City for the years ended December 31, 2017 and 2016, respectively.

The Company subleases part of the Project land to Sooner Town Center II, LLC (STC II), a related party. 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. Annual rent for the first 10 years is \$45,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$65,609 for the years ended December 31, 2017 and 2016. These amounts are included in the future minimum rents receivable schedule included in Note 1, on page 8.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2017 through _____, the date the financial statements were available to be issued.

Supplementary information

Schedule I - Combining balance sheets

December 31, 2017	Sooner Town Center, LLC	Sooner Town Center III	STC Lowe's, LLC	Eliminations	Combined
	\$			\$	\$
Assets					
Real property, at cost:					
Buildings and building improvements	28,433,088	2,695,501	-	-	31,128,589
Land improvements and signage	12,230,038	715,217	271,764	-	13,217,019
	40,663,126	3,410,718	271,764	-	44,345,608
Less – Accumulated depreciation	(17,156,981)	(407,227)	(256,676)	-	(17,820,884)
Real property, net	23,506,145	3,003,491	15,088	-	26,524,724
Other assets:					
Cash	534,347	15,254	-	-	549,601
Restricted cash	998	-	-	-	998
Accounts receivable	273,784	23,219	395,595	(449,083)	243,515
Note receivable from related party	328,818	-	-	-	328,818
Security deposit trust account	53,286	-	-	-	53,286
Deferred rent receivable	640,474	11,475	-	-	651,949
Deferred charges and other assets, net	946,752	56,322	145,974	-	1,149,048
Total Assets	26,284,604	3,109,761	556,657	(449,083)	29,501,939
Liabilities and members' deficit					
Liabilities:					
Unearned revenue	121,122	-	-	-	121,122
Notes payable	37,188,990	2,821,969	-	-	40,010,959
Note payable - short term	2,000,000	-	-	-	2,000,000
Note payable to members and affiliates	396,595	382,306	-	(449,083)	329,818
Accounts payable and accrued expenses	751,462	96,840	-	-	848,302
Security deposits	53,286	-	-	-	53,286
Total liabilities	40,511,455	3,301,115	-	(449,083)	43,363,487
Members' (deficit) equity	(14,226,851)	(191,354)	556,657	-	(13,861,548)
Total liabilities and members' deficit	26,284,604	3,109,761	556,657	(449,083)	29,501,939

Schedule I - Combining balance sheets (cont'd)

December 31, 2016	Sooner Town Center, LLC	Sooner Town Center III	STC Lowe's, LLC	Eliminations	Combined
	\$			\$	\$
Assets					
Real property, at cost:					
Buildings and building improvements	28,433,088	2,695,501	-	-	31,128,589
Land improvements and signage	12,230,038	715,217	271,764	-	13,217,019
	40,663,126	3,410,718	271,764	-	44,345,608
Less – Accumulated depreciation	(15,705,063)	(280,188)	(240,580)	-	(16,225,831)
Real property, net	24,958,063	3,130,530	31,184	-	28,119,777
Other assets:					
Cash	501,214	-	-	-	501,214
Restricted cash	998	-	-	-	998
Accounts receivable	280,960	25,424	358,820	(358,820)	306,384
Notes Receivable from related party	268,818	-	-	-	268,818
Security deposit trust account	45,697	-	-	-	45,697
Deferred rent receivable	662,276	7,448	-	-	669,724
Deferred charges and other assets, net	1,008,593	82,047	165,015	-	1,255,655
Total Assets	27,726,619	3,245,449	555,019	(358,820)	31,168,267
Liabilities and members' deficit					
Liabilities:					
Unearned revenue	37,972	22,887	-	-	60,859
Notes payable	40,021,672	2,974,390	-	-	42,996,062
Note payable to members and affiliates	359,820	268,818	-	(358,820)	269,818
Accounts payable and accrued expenses	506,322	159,082	-	-	665,404
Security deposits	45,697	-	-	-	45,697
Total liabilities	40,971,483	3,425,177	-	(358,820)	44,037,840
Members' (deficit) equity	(13,244,864)	(179,728)	555,019	-	(12,869,573)
Total liabilities and members' deficit	27,726,619	3,245,449	555,019	(358,820)	31,168,267

Schedule II - Combining statements of operations

For the year ended December 31, 2017	Sooner Town Center, LLC	Sooner Town Center III	STC Lowe's, LLC	Combined
	\$	\$	\$	\$
Rental Revenues	6,131,599	454,140	554,654	7,140,393
Operating expenses				-
Common area maintenance	557,390	51,627	-	609,017
General and administrative expenses	999,149	65,311	7,879	1,072,339
Rent expense	671,182	71,716	510,000	1,252,898
Property management fees	250,129	18,093	-	268,222
Depreciation and amortization	1,722,439	175,780	35,137	1,933,356
Total operating expenses	4,200,289	382,527	553,016	5,135,832
Interest expense	2,398,494	83,239	-	2,481,733
Net loss	(467,184)	(11,626)	1,638	(477,172)

For the year ended December 31, 2016	Sooner Town Center, LLC	Sooner Town Center III	STC Lowe's, LLC	Combined
	\$	\$	\$	\$
Rental revenues	6,070,073	457,561	567,278	7,094,912
Operating expenses:				
Common area maintenance	598,479	54,233	-	652,712
General and administrative expenses	664,923	109,238	6,428	780,589
Rent expense	833,536	71,717	510,000	1,415,253
Property management fees	243,777	18,773	-	262,550
Depreciation and amortization	1,730,085	188,000	35,040	1,953,125
Total operating expenses	4,070,800	441,961	551,468	5,064,229
Interest expense	2,438,632	88,546	-	2,527,178
Net loss	(439,359)	(72,946)	15,810	(496,495)

Schedule III – Net operating income

For the years ended December 31	2017	2016
	\$	\$
Rental revenues (per Schedule II)	6,686,253	6,637,351
Less - Anchor ground lease revenue up to related expense (per Schedule II)	(510,000)	(510,000)
Rental revenues excluding anchor tenant	6,176,253	6,127,351
Adjustments to cash basis:		
Deferred rent receivable	21,802	14,846
Common area maintenance receivable	7,176	17,743
Unearned rent	83,150	(4,078)
Gross operating revenue (subtenant rents)	6,288,381	6,155,862
Operating expenses:		
Operating expenses (per Schedule II)	4,753,305	4,622,268
Less - Anchor tenant rent expense (per Schedule II)	(510,000)	(510,000)
Plus - Additions to project development costs	120,484	178,470
Operating expenses, net	4,363,789	4,290,738
Adjustments for non-cash expenses:		
Depreciation and amortization (per Schedule II)	(1,757,576)	(1,765,125)
Other adjustments:		
Preferred rent, accrued or paid	(305,000)	(305,000)
Participation rent, accrued or paid	(366,182)	(528,536)
Operating expenses	1,935,031	1,692,077
Net operating income	4,353,350	4,463,785

Schedule IV – Debt service

For the years ended December 31	2017	2016
	\$	\$
Debt service:		
Interest expense on debt (per Schedule II)	2,398,494	2,438,632
Debt principal payments	835,667	788,080
Loan modification expense	81,825	-
Total debt service	3,315,986	3,226,712

Schedule V – Net cash flow

For the years ended December 31	2017	2016
	\$	\$
Net operating income (per Schedule III)	4,353,350	4,463,785
Less - debt service	(3,315,986)	(3,226,712)
Net cash flow	1,037,364	1,237,073
Plus - reduction in cash reserve		125,000
Less - preferred rent	(305,000)	(305,000)
Less - general ground lease	(1)	(1)
Net cash flow, after preferred rent and general ground lease	732,363	1,057,072
Participation rent factor	50%	50%
Participation rent	366,182	528,536

Schedule VI – Subtenant rents

For the years ended December 31	2017	2016
	\$	\$
Subtenant rents, excluding the anchor ground lease	6,731,980	6,469,889
Total subtenant rents (cash basis)	6,731,980	6,469,889

Sooner Town Center II, LLC
1111 Metropolitan Avenue #700, Charlotte NC 28204

September 11, 2018

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 “Entity”), which comprise the balance sheet as of December 31, 2017 and the related statements of operations, changes in members’ deficit, and cash flows for the year 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 11, 2018, the following representations made to you during your audit.

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 Entity 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 Entity 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 Entity'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 Entity; (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 Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity 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. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion 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 (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).
8. The calculation of participation rent for the year ended December 31, 2017 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents are prepared in compliance 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 that the rent expense for participation rent was \$64,207 for the year ended December 31, 2017.
11. We believe that amounts due for participation rent are \$82,436 as of December 31, 2017.
12. 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 Collett
Managing Member

John Cheek
Consultant to Collett as agent for Sooner Town Center II, LLC

Kemp Woollen
Chief Financial Officer of Collett as 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, 2017 and 2016

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

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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, 2017 and 2016, 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, 2017 and 2016, 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 audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented 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 audit 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.

Charlotte, North Carolina
August 31, 2018

Balance sheets

December 31	2017	2016
	\$	\$
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	(1,618,331)	(1,327,348)
Real property, net	7,022,170	7,313,153
Other assets:		
Cash	542,440	383,425
Accounts receivable	44,334	41,630
Deferred rent receivable	18,166	12,930
Deferred charges and other assets, net	319,929	380,216
Total assets	7,947,039	8,131,354
Liabilities and members' deficit		
Liabilities:		
Notes payable (net of deferred loan costs of \$52,792 at 12/31/2017 and \$39,751 at 12/31/2016)	8,289,514	8,494,016
Accounts payable and accrued expenses	387,330	232,290
Unearned revenue	58,639	59,938
Total liabilities	8,735,483	8,786,244
Members' deficit	(788,444)	(654,890)
Total liabilities and members' deficit	7,947,039	8,131,354

The accompanying notes are an integral part of these financial statements.

Statements of operations

For the years ended December 31	2017	2016
	\$	\$
Rental revenues	1,236,856	1,236,853
Operating expenses:		
Common area maintenance	71,293	81,195
General and administrative expenses	291,097	293,051
Rent expense	129,811	143,964
Depreciation and amortization	357,392	390,454
Total operating expenses	849,593	908,664
Interest expense	461,430	416,133
Net loss	(74,167)	(87,944)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2015	(520,988)
Net loss	(87,944)
Distributions	(45,958)
Members' deficit, December 31, 2016	(654,890)
Net loss	(74,167)
Distributions	(59,387)
Members' deficit, December 31, 2017	(788,444)

The accompanying notes are an integral part of these financial statements.

Statements of cash flows

For the years ending December 31	2017	2016
	\$	\$
Cash flows from operating activities:		
Net loss	(74,167)	(87,944)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	290,983	303,749
Amortization	66,409	86,705
Changes in operating assets and liabilities:		
Accounts receivable	(2,704)	42,447
Deferred rent receivable	(5,236)	(5,236)
Deferred charges and other assets	(3,703)	(2,477)
Accounts payable and accrued expenses	155,040	48,805
Unearned revenue	(1,299)	(68,181)
Net cash provided by operating activities	425,323	317,868
Cash flows from financing activities:		
Repayments on note payable	(204,558)	(193,185)
Cash paid for deferred loan costs	(2,363)	-
Member distributions	(59,387)	(45,958)
Net cash used in financing activities	(266,308)	(239,143)
Net increase in cash	159,015	78,725
Cash, beginning of year	383,425	304,700
Cash, end of year	542,440	383,425
Supplemental disclosures of cash flow information:		
Cash paid for interest	455,079	420,336
Supplemental schedule of non-cash 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.

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, 2017 and 2016, the Company had three tenants. Each tenant comprised more than 10% of total revenue for the years ended December 31, 2017 and 2016. One tenant comprised more than 10% of accounts receivable as of December 31, 2017, and two tenants comprised more than 10% of accounts receivable as of December 31, 2016.

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 \$261,919 and \$263,295 for the years ended December 31, 2017 and 2016, 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 \$1,326 and \$0 as of December 31, 2017 and 2016, respectively, and are recognized as 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 accrued rental revenue 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 \$43,008 and \$41,630 as of December 31, 2017 and 2016, respectively, and are recognized as accounts receivable on the accompanying balance sheets.

Rental revenue recognized on a straight-line basis over rents due amounted to \$5,236 for the years ended December 31, 2017 and 2016.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue was \$58,639 and \$59,938 as of December 31, 2017 and 2016, respectively.

The Project consists of 69,308 square feet of retail space and was completed in 2012. At December 31, 2017, three tenants occupying 69,308 square feet were operating under non-cancelable leases providing for future minimum rents of \$5,626,457, with the latest expiration date of July 31, 2029.

Future minimum rents receivable under non-cancelable leases for all known tenants at December 31, 2017, are as follows. Most leases have renewal options, which are not included below.

	Amount
	\$
2018	845,452
2019	829,204
2020	829,204
2021	829,204
2022	829,204
Thereafter	1,464,189
	<u>5,626,457</u>

Rent and other receivables 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. Rent and other receivables 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, 2017 or 2016.

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 \$290,983 and \$303,749 for the years ended December 31, 2017 and 2016, 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, 2017.

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, 2017 and 2016, total deferred charges capitalized were \$592,727 with accumulated amortization of \$306,867 and \$245,735, 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 \$63,990 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2017 and 2016.

Deferred charges and other assets also includes \$34,069 and \$33,224 of prepaid expenses at December 31, 2017 and 2016, 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.

2 Debt

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, 2017 and 2016 were \$8,342,306 and \$8,533,767, 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%. For the year ending December 31, 2016, the interest rate was 5.44%.

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 owing on the note will be due and payable on February 10, 2039. For the year ending December 31, 2017, the interest rate was 5.44%.

During the year ended December 31, 2016, the Company elected to adopt the provisions of Accounting Standards Update (ASU) 2015-03, "*Interest – Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs*." This ASU required that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability instead of separately being recorded in deferred charges and other assets. In accordance with this presentation, the net deferred loan cost balance as of December 31, 2017 and 2016 of \$52,792 and \$39,751, respectively, is presented as a reduction of the related debt liabilities in the accompanying balance sheets.

Notes payable consists of the following at December 31, 2017 and December 31, 2016, respectively:

December 31	2017	2016
	\$	\$
Principal Balance	8,342,306	8,533,767
Less unamortized deferred loan costs	52,792	39,751
Notes payable less unamortized deferred loan costs	8,289,514	8,494,016

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 \$151,749 and \$136,290 as of December 31, 2017 and 2016, respectively, with accumulated amortization totaling \$98,957 and \$96,539 as of December 31, 2017 and 2016, respectively. Loan cost amortization expense of \$2,419 and \$22,715 is included in depreciation and amortization in the accompanying statements of operations for the years ended December 31, 2017 and 2016, respectively.

Interest incurred related to the above loans totaled \$461,430 and \$416,133 for the years ended December 31, 2017 and 2016, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2018	214,191
2019	226,308
2020	237,872
2021	252,567
2022	266,855
Thereafter	7,144,513
	8,342,306

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 \$65,609 for the years ended December 31, 2017 and 2016. Unpaid rent expense related to this lease totaled \$82,436 and \$61,827 as of December 31, 2017 and 2016, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2018	45,000
2019	45,000
2020	45,000
2021	45,000
2022	45,750
Thereafter	2,822,132
	3,047,882

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 will be \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease is \$64,207 and \$78,355 for the years ended December 31, 2017 and 2016, respectively.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. The Company paid nominal amounts for various expense reimbursements to Collett for the years ended December 31, 2017 and 2016. Property management fees totaling \$49,105 and \$52,707 were paid to Collett for the years ended December 31, 2017 and 2016, respectively.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$12,685 and \$1,400 in fees to Cheek for the years ended December 31, 2017 and 2016, respectively.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$14,307 and \$12,880 for the years ended December 31, 2017 and 2016, respectively.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2017 through _____, the date the financial statements were available to be issued.

Supplementary information

Schedule I – Net operating income

For the years ended December 31	2017	2016
	\$	\$
Rental revenues per audited financial statements	1,236,856	1,236,853
Adjustments to cash basis:		
Rent & CAM receivable	(2,704)	42,447
Deferred rent receivable	(5,236)	(5,236)
Unearned rent	(1,299)	(68,181)
Gross operating revenue (cash basis)	1,227,617	1,205,883
Total operating expenses	849,593	908,664
Adjustments for noncash expenses and expenses funded with loan proceeds:		
Depreciation and amortization	(357,392)	(390,454)
Participation rent, accrued or paid	(64,207)	(78,355)
Operating expenses	427,994	439,855
Net operating income	799,623	766,028

Schedule II – Debt service

For the years ended December 31	2017	2016
	\$	\$
Debt service:		
Interest expense per audited financial statements	461,430	416,133
Principal payments and loan costs	209,780	193,185
Total debt service	671,210	609,318

Schedule III – Net cash flow

For the years ended December 31	2017	2016
	\$	\$
Net operating income	799,623	766,028
Less - Debt service	(671,210)	(609,318)
Net cash flow, current year	128,413	156,710
Less - Cash Reserve	-	-
Net cash flow, after reserves	128,413	156,710
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	64,207	78,355

Schedule IV – Subtenant rents

For the years ended December 31	2017	2016
	\$	\$
Tenant rents	1,227,617	1,205,883
Total rents (cash basis)	1,227,617	1,205,883



NEW BUSINESS/
PUBLIC DISCUSSION

