

MIDWEST CITY

Where the Spirit Flies High

MIDWEST CITY
MEETING AGENDAS FOR
September 12, 2017

STAFF BRIEFING

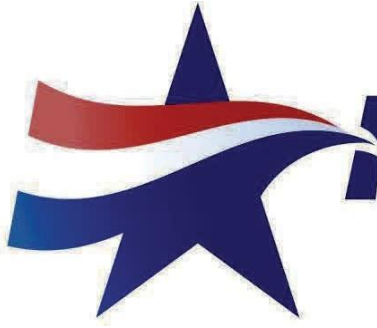
City Hall - Midwest City Council Conference Room, second floor - 100 N. Midwest Boulevard

September 12, 2017 – 6:00 PM

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

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for September 12, 2017.



MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



CITY OF MIDWEST CITY COUNCIL MEETING AGENDA
City Hall - Midwest City Council Chamber - 100 N. Midwest Boulevard

September 12, 2017 – 7:00 PM

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by Councilmember Moore
- Community related announcements and comments

C. CONSENT AGENDA. These items are placed on the Consent Agenda so that the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item does not meet with approval of all Council members, 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 special meeting on August 17, 2017 and August 29, 2017; and the staff briefing and regular meeting on August 22, 2017, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Grants Fund, revenue/Intergovernmental (62) \$17,317; expenses/Police (62) \$17,317. CDBG Fund, expenses/Grants Management (39) \$274,267. (Finance - C. Barron)
3. Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2017-18. (Emergency Management - M. Bower)
4. Discussion and consideration of approving and entering into a primary service answering point agreement with Alliance Health Midwest to provide dispatching services for Alliance health Ambulance Service from July 1, 2017 to June 30, 2018 for \$220,774.80 per year. (Emergency Management - M. Bower)
5. Discussion and consideration of ratifying and approving the entering into Supplemental Agreement No. 3 to License AFMC TK 3-02-001 between the Secretary of the Air Force and the City of Midwest City. (Community Development - P. Menefee)
6. Discussion and consideration of accepting a Permanent Drainage Easement for the construction of a proposed drainage improvement located at 1305 Pineridge Road. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section One (1), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)

7. Discussion and consideration of accepting a Grant of Permanent Easement, from Convenience Stores Properties Corp., across a certain tract of land within the corporate boundaries of Midwest City in the Southeast Quarter (SE/4) of Section Twenty Seven (27), Township Twelve (12) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
8. Discussion and consideration of ratifying and approving the entering into the FY 4239/18 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City. (Community Development - P. Menefee)
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170514 from the State Department of Environmental Quality for the Oakwood Landing Waterline Extension Project, Midwest City, Oklahoma. (Community Development - P. Menefee)
10. Discussion and consideration of entering into and approving an Agreement to perform traffic engineering services for the City of Midwest City in the amount of \$30,700 for the preparation of construction plans for the construction of traffic signals at Orchard/Douglas intersection and the Air Depot/railroad crossing (pedestrian). (Community Development - P. Menefee)
11. Discussion and consideration of authorizing and entering into an Agreement for Temporary Railroad Crossing Maintenance with the Stillwater Central Railroad, L.L.C. for the Oklahoma Department of Transportation rail crossing located at Air Depot Boulevard. (Community Development - P. Menefee)
12. Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2017-18. (Police - B. Clabes)
13. Discussion and consideration of awarding the FY 17-18 bid for a city-wide Utilities On-Call contract to Krapff Reynolds Construction Co. who submitted the lowest and best bid. (Public Works - R. P. Streets)
14. Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$14,000 for the Mid Del Group Home Sheltered Workshop and \$2,000 for a Bus Pass Program; 2) approving and entering into Agreements of Community Support with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grants; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grants. (Grants Management - T. Craft)
15. Discussion and consideration of 1) acceptance of a 2017-18 Oklahoma County Emergency Utility Assistance grant in the amount of \$12,000 for the implementation of an Emergency Utility Assistance Program; 2) approving and entering into a contract with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant. (Grants Management - T. Craft)

16. Discussion and consideration of appointing Mr. Jeremy Griffin to fill the remaining term of Mr. Rick Allison, ending March 26, 2019, on the Midwest City Park and Recreation Board, as Mr. Allison has resigned. (Public Works - V. Sullivan)
17. Discussion and consideration of 1) declaring 342 cans of baby formula donated to the City of Midwest City as surplus; and 2) donating the baby formula to Mid-Del Vo-Tech New Beginnings Program located at 1621 Maple Drive. (City Manager - G. Henson)
18. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)
19. Discussion and consideration of approving and awarding the bid to Midwest City Kiwanis, who submitted the only bid, in the amount of \$1.00 for 29 bicycles which were declared as surplus at the March 14, 2017 Council meeting. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. Discussion and consideration of passing and approving an ordinance dissolving Increment District Number One, City of Midwest City, created by the approval of the Midwest City Downtown Redevelopment Project Plan by Ordinance No. 2852 on August 27, 2002, as amended by Ordinance No. 2936 on October 12, 2004, and by Ordinance No. 2945 on January 18, 2005. (Finance - C. Barron)
2. Discussion and consideration of entering into an interlocal agreement among and between Oklahoma County, a political subdivision of the State of Oklahoma (“Oklahoma County”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Oklahoma City”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Edmond”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Midwest City”). The agreement is designed to study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, promote increased efficiency and effectiveness of the criminal justice system, recommend policies and programs to: reduce recidivism, reduce jail population, to increase community and public safety, and recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for the criminal justice system in Oklahoma County. (Police - B. Clabes)

3. Discussion and consideration of entering into a professional services agreement among and between the Oklahoma County Criminal Justice Advisory Council (“Council”), and Oklahoma County, a political subdivision of the State of Oklahoma (“Oklahoma County”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Oklahoma City”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Edmond”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Midwest City”). The agreement is a separate legal entity created pursuant to the Interlocal Agreement entered into by Oklahoma County, Oklahoma City, Edmond and Midwest City pursuant to 74 O.S. 1001 et seq.; designed to study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, promote increased efficiency and effectiveness of the criminal justice system, recommend policies and programs to: reduce recidivism, reduce jail population, to increase community and public safety, and recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for the criminal justice system in Oklahoma County. (Police - B. Clabes)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Minutes
Special Meeting

August 17, 2017 – 6:30 p.m.

This special meeting was held at the Charles J. Johnson Building, 8726 S.E. 15th Street, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:32 p.m. with the following members present: Councilmembers Pat Byrne, Rick Dawkins, Sean Reed, and *Christine Allen; and City Clerk Sara Hancock. Absent: Susan Eads and Jeff Moore.

DISCUSSION.

1. **Discussion and consideration of a presentation to the Midwest City Neighborhood Association groups regarding the City's proposed sales tax increase.** Mayor Dukes presented the proposed sales tax presentation and questions and answers were had between the Council, City Staff, and the citizens. The Mayor announced that there will be a Town hall on September 20, 2017 at 6:30 PM with more to follow.

* Councilmember Allen left the meeting at 7:25 PM and returned at 7:31 PM.

Mayor Dukes closed the meeting at 7:58 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

A notice of this special meeting for the Midwest City Council was filed 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
Special Meeting

August 29, 2017 – 4:00 PM

This special 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 4:05 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and *Jeff Moore; and City Clerk Sara Hancock. Absent: none. Mayor Dukes presented a “Payroll Week” proclamation to the Finance Department.

*Councilmember Moore arrived at 4:08 PM.

DISCUSSION.

1. **Discussion and consideration of awarding the bid to and entering into a contract for the Regional Park C- 47 Drainage Improvement Project.** Bob Toney, 116 W. Ridgewood Drive, spoke to Council. After discussion between staff and Council, Dawkins made a motion to approve and enter into contract with EMC Services, Inc. for \$79,296, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

There being no further business, Mayor Dukes closed the meeting at 4:14 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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 22, 2017 – 6:00 PM

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

Mayor Matt Dukes called the meeting to order at 6:00 PM with the following members present: Councilmembers *Pat Byrne, **Susan Eads, Rick Dawkins, 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 agenda for August 22, 2017. Staff made community-related announcements and discussed individual agenda items with the Councilmembers.

*Councilmember Byrne left the meeting at 6:04 PM and returned at 6:05 PM. **Councilmember Eads arrived at 6:11 PM.

Mayor Dukes closed the meeting at 6:27 PM

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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 Minutes

August 22, 2017 – 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 7:01 PM with the following members present: Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: None.

Opening Business. Public Works Director, Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Councilmember Allen. City Manager, Guy Henson, and Councilmembers made community-related announcements and comments. Mayoral proclamations were given to City retirees Chuck Belk and Gerald Pettengill.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, seconded by Byrne.

1. Discussion and consideration of approving the minutes of the August 8, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of July, 2017.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Capital Improvements Fund, expenses/Capital Improvements (57) \$40,700. Police Fund, expenses/Police (62) \$3,240. Grants Fund, revenue/Intergovernmental (21) \$99,750; expenses/Emergency Operations (21) \$99,750.
4. Discussion and consideration of approving and entering into contracts for fiscal year 2017-18 with Gano Coleman, CPA, PLLC at the rate of \$90 per hour for sales tax audits for one taxing jurisdiction or \$70 per hour for sales tax audits for two or more taxing jurisdictions, which is certified by the Oklahoma Tax Commission to perform sales tax audits, which will allow the City of Midwest City to participate in multi-jurisdictional sales tax audits.
5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$18,000 with Crawford and Associates, P. C. for annual financial statement preparation for the fiscal year ended June 30, 2017.
6. Discussion and consideration of approving and entering into an agreement with CoxCom, LLC for telecom services for the City including telephony and internet services in an amount not to exceed \$6,000.00 per month.
7. Discussion and consideration of approving an agreement between the Municipal Authority and Yes Companies Exp. Key, LLC to reinstate a previous agreement to provide water and sewer service to the Timberland mobile home park and future site of a proposed elevated water tower on property east of the corporate limits of the City of Midwest City.
8. Discussion and consideration of accepting an Easement Grant for Sanitary Sewer from Yes Companies Exp., LLC for the existing utility easement located on the Timberland Mobile Home Park property east of the City limits of the City of Midwest City.

9. Discussion and consideration of accepting a Permanent Drainage Easement for the construction of a proposed drainage improvement located at 900 block of Caldwell Dr. The easement is located within the corporate limits of the City of Midwest City, located in the Southeast Quarter of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
10. Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1392.50.
11. Discussion and consideration of accepting maintenance bonds from CTR Plumbing Services, LLC in the amount of \$1488.00.
12. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170515 from the State Department of Environmental Quality for the Oakwood Landing Addition Sewer Line Extension, Midwest City, Oklahoma.
13. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170443 from the State Department of Environmental Quality for the Sooner Road and I-40 Waterline Relocation Project, Midwest City, Oklahoma.
14. Discussion and consideration of awarding and entering into a contract for city-wide uniform service and supplies with Unifirst Holdings, Inc., who submitted the lowest bid meeting the city specifications.
15. Discussion and consideration of declaring various equipment and miscellaneous items of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid, or destruction if necessary.
16. Discussion and consideration of 1) declaring (4) clear floor mats, (6) desk chairs with misc arms, (1) grey chair, (3) file drawer separators, (2) calculators, (2) sets of computer monitor speakers, (1) desk keyboard slider, (1) flip file, (1) window speaker w/misc. pieces, (1) small file box and (1) miscellaneous box of small items as surplus; and 2) authorizing the disposal of all by public auction, sealed bid or destruction, if necessary.

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

Discussion Items.

1. **(PC –1913) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the NE/4 of section 33 T-12-N, R-2-W, located at 615 W. Blueridge Dr.** Dawkins made a motion to approve Resolution 2017-31, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.

2. **(PC – 1914) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit (SUP) to allow the use of a Group Care Facility in the R-HD, High Density Residential District for the property described as a part of the SE/4 of section 34 T-12-N, R-2-W, located at 2900 Parklawn Drive.** Eads made a motion to approve Resolution 2017-32, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried.
3. **Discussion and consideration of changing the official Midwest City Flag.** No action was taken.

New Business/Public Discussion.

Charles Thompson, 10400 N.E. 4th, spoke to the Councilmembers.

Mayor Dukes recessed the meeting at 7:22 PM and resumed the meeting 7:27 PM.

Executive Session.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Ahemd Bahareini, et al v. City of Midwest City, Case Nos. C404581; C404582; C404583; C404584; C404585; C526609; C526610; C459092; C460745; C523460; C523451CJ-2013-5630.** Dawkins made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: None. Motion carried. The Councilmembers went into executive session at 7:28 PM. Mayor Dukes resumed the meeting in open session at 8:08 PM. No action was taken.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:09 PM.

MATTHEW D. DUKES, II, Mayor

ATTEST:

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 12, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2017-2018, increase: Grants Fund, revenue/Intergovernmental (62) \$17,317; expenses/Police (62) \$17,317. CDBG Fund, expenses/Grants Management (39) \$274,267.

The first supplement is needed to budget 2017 Byrne Justice Assistance Grant to be used to purchase tasers for Police Dept. The second supplement is needed to roll forward remaining budget in CDBG Fund from fiscal year 2016-2017 to current fiscal year.

Christy Barron
Finance Director

SUPPLEMENTS
September 12, 2017

Fund GRANTS (143)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Intergovernmental	17,317			
62	Police			17,317	
		<u>17,317</u>	<u>0</u>	<u>17,317</u>	<u>0</u>

Explanation:
To budget U.S. Dept of Justice 2017 Byrne Justice Assistance Grant to be used to purchase tasers for Poice Department.

Fund CDBG (141)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
39	Grants Management			274,267	
		<u>0</u>	<u>0</u>	<u>274,267</u>	<u>0</u>

Explanation:
To roll forward remaining budget from fiscal year 2016-2017 to current fiscal year in CDBG Fund. Funding to come from fund balance.



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 12, 2017

Subject: Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2017-2018.

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



MIDWEST CITY

Where the Spirit Flies High



2017 Midwest City Emergency Operations Plan

Midwest City Emergency Operation Plan

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BASIC PLAN

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

A. Situation.

- 1. Midwest City is located directly south East of Oklahoma City. The 2010 census of population for Midwest City is 54,371. 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

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

2. Preparedness.

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

3. Response.

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

4. Recovery.

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

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IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

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

B. Organization.

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

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

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

- 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
- (8) County Maintenance Director

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- (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) Civil Defense: Civil Defense Director
- (5) Public Works
- (6) Communications
- (7) State Assistance (if required)
- (8) Federal Assistance (if required)
- (9) Military Assistance (if required)

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

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

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

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

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

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

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

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

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

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

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

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

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

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3. EOC Support and Special Staff.

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

4. Task Assignments and Responsibilities.

1. Executive Group is responsible for:

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

2. Public Information Officer is responsible for:

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

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

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

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

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

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

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

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

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Asst Police Chief

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

17. Emergency Medical Services Operations

EMS Chief

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

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

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

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20. Communications
Dispatch Supervisor/Radio Repair Supervisor
 - a. Maintain Radio Capabilities.
 - b. Maintain Telephone Capabilities.
 - c. Maintain Dispatch Service for Radio Traffic.
 - d. Distribute Cell Phones.
21. Outside Assistance
State, Federal, Military
22. Other city agencies, officers, and employees of the City of Midwest City will support and implement this plan as directed by the City Commissioners.

V. DIRECTION AND CONTROL.

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

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

VI. CONTINUITY OF GOVERNMENT.

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

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

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

B. Preservation of Records.

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

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

VII. ADMINISTRATION AND LOGISTICS.

A. Emergency Authority.

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

B. Agreements and Understandings.

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

C. Reports and Records.

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

D. Relief Assistance.

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

E. Consumer Protection.

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

F. Nondiscrimination.

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

G. Administration and Insurance Claims.

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

H. Management of Manpower (Paid and Volunteer).

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

I. Duplication of Benefits.

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

J. Use of Local Firms.

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

K. Preservation of Historic Properties.

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

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

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

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

IX. AUTHORITIES AND REFERENCES.

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

Oklahoma Constitution, Art 6 Section 1-6.

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3. Local.

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

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

B. References.

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

APPENDICES

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

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APPENDIX 1

INCORPORATION OF FEDERAL RESPONSE PLAN

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

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

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

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

APPENDIX 1

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

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

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APPENDIX 1

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

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

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APPENDIX 1

INCORPORATION OF FEDERAL RESPONSE PLAN (CONT)

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

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APPENDIX 2

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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APPENDIX 2

DEFINITIONS (CONT)

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

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

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

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

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

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

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

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

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

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APPENDIX 3

LIST OF ACRONYMS

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

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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.

ANNEX A

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.

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

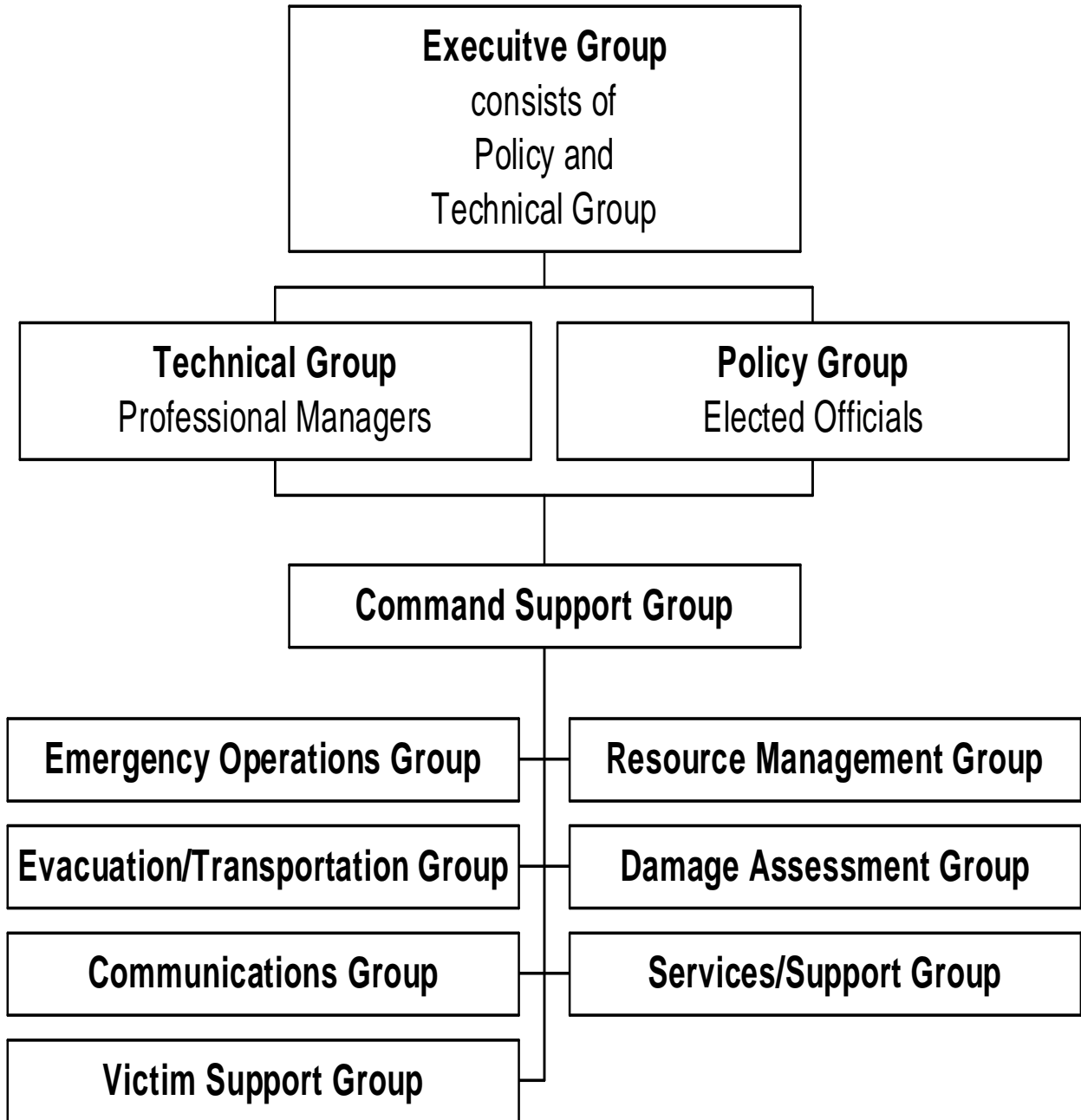
- APPENDIX 1 - Emergency Services Organization
- APPENDIX 2 - Organization Assignment Roster
- APPENDIX 3 - EOC Activation Checklist
- APPENDIX 4 - EOC Administration Section
- TAB A - Situation Report

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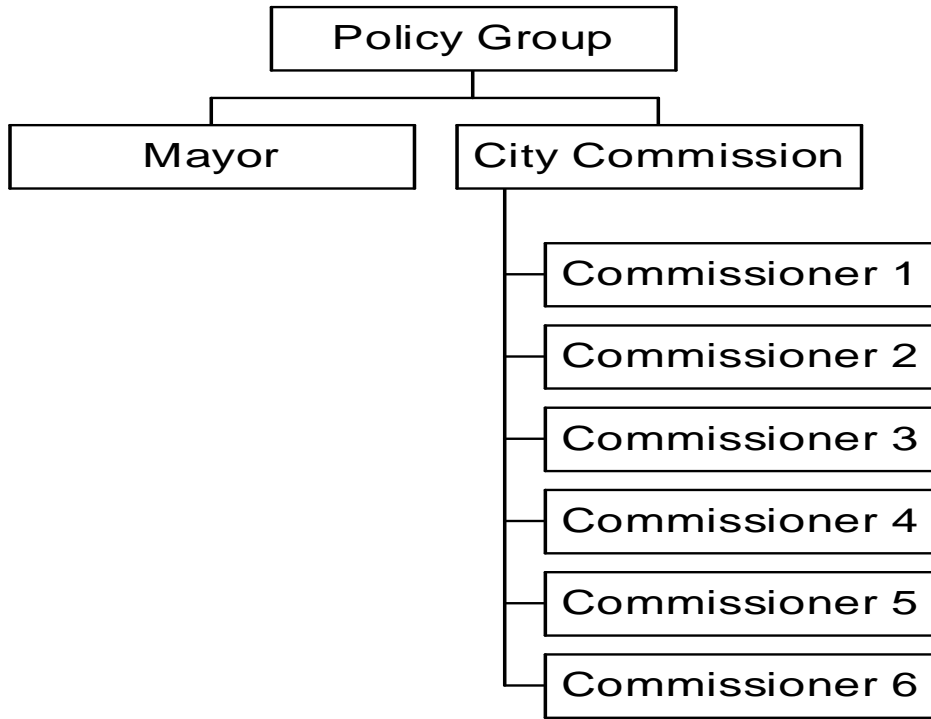
- TAB B - EOC Daily Log of Events
- TAB C - EOC Staffing Roster
- TAB D - Security Log
- TAB E - Sample Disaster Declaration

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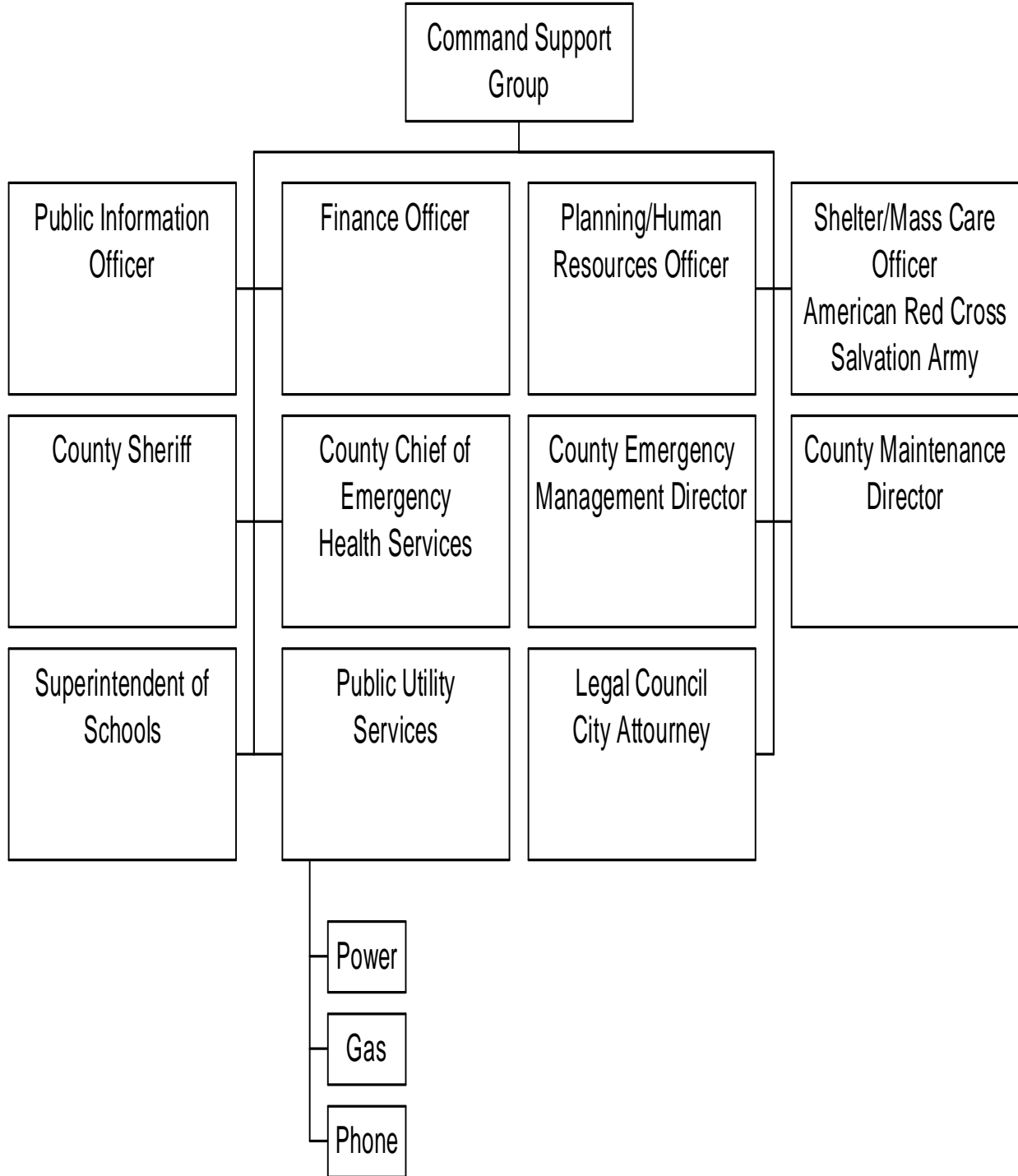
APPENDIX 1
Midwest City Emergency Response Group



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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	Rick Dawkins	259-9996 Cell
	Council	Susan Eads Pat Byrne Sean Reed Christine Price Allen Jeff Moore	650-8995 Cell 990-1056 Cell 317-3083 Cell 503-0553 Cell 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- Kay Hunt Fire – David Richardson Police – Sid Porter	702-3411 Cell 739-1342 620-4498 Cell 739-1325 990-6779 Cell
	Finance Director	Christy Barron	739-1245 5148621 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	Mary Ann Karns	739-1203 612-3127 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
	Wall	550-4850
	Morrison	317-1733
	Lopez	
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
<i>Vehicle Maintenance Supervisor</i>		

ANNEX A

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.

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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 B TO APPENDIX 4

EOC DAILY LOG OF EVENTS

DATE	TIME	MESSAGE/EVENT

ANNEX A

TAB C TO APPENDIX 4

EOC STAFFING ROSTER

Position Number	Position	Phone Ext.	1 st Shift	2 nd Shift

ANNEX A

TAB D TO APPENDIX 4

SECURITY LOG

NAME	AGENCY	TIME IN	I.D. #	TIME OUT

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 [RACESAUXCOM](#) Group to ensure effectiveness, if needed.

C. Radio Operators will:

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

Be responsible for proper handling of messages.

D. Switchboard Operator (if employed) will:

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

E. Victim Information Specialist will:

Be responsible for tracking victims and their status.

Coordinate with area hospitals concerning patient identification/location.

ANNEX B

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

F. Repair Specialist will:

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

Be responsible for repairing systems to full capabilities.

G. Auxiliary Communications Service Radio Amateur Civil Emergency Services (AUXCOMRACES) 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 supervisor~~ 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

ANNEX B

work, only stable, reliable people should be assigned communications duties.

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.

ANNEX B

APPENDICES

APPENDIX 1 - Message Log

APPENDIX 2 - Midwest City Emergency Communications Network

APPENDIX 3 – List of Personnel

APPENDIX 4 – Organizational Chart

ANNEX B

APPENDIX 1

MESSAGE LOG

POSITION NO. _____

Message Number	Time In	Message	Action Taken	Forward To	Time Out

ANNEX B

APPENDIX 2

Midwest City Emergency Communications Network

HOW TO USE THE RADIO DATA:

Licenses listed alphabetically

Transmitter City: Nearest city or town

SER: Type of System.

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

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

F = Fire

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

R = Highway maintenance (streets, roads)

Call Sign: FCC Station Identification

Type of Radio and number of units:

CO = Control to:

MR - Mobile Relay ("Repeater"); or

BR - Base and Mobile Relay combined.

IO = Inter-system Coordination

PG = Paging and Alerting Receivers

TRANSMITTER CITY	SER	FREQ MHZ	CALL SIGN	BAS	NO OF STATION		
					MOB	OTHER	

Midwest City

	F	855.7375-	WQKL252	1	65	68	
	F	Primary (OK WIN 800)		1			
	F	R155.88/T159.21	KKY423	1	33	21	
	P	855.2375-	WPBV470	1	112	118	P
	P	R460.1250	KOM999	1			Primary (O

ANNEX B

APPENDIX 3

OPERATION SECURE INFORMATION

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

OPERATION SECURE (OS) RADIO CHANNELS

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

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

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

Callsigns by location

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

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Durant	WNPV 700	WNBM 839	Stillwater
GRDA,			
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. Civil 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 8:00 AM until 6:00 PM (local)-----5.135 (USB)

The State EOC continuously monitors 5.135 MHz (USB)

NOTE: The Oklahoma Department of Civil 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 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>
1. 1621 N. Spencer Road (ESA Park)	782-1001
2. 800 N. Air Depot (Fire Station #3)	782-1002
3. NE 7 th and North Post Road	782-1003
4. 7014 SE 15 th	782-1004
5. 2118 Flannery (E. Rose and Flannery)	782-1005
6. SE 15 th and South Post Road	782-1006
7. Reno and Country Lane	782-1007
8. Young and S. Anderson Road	782-1008
9. 8736 SE 15 th (located on Jim White Drive)	782-1009
10. 7426 NE 36 th (rear of waste water)	782-1010

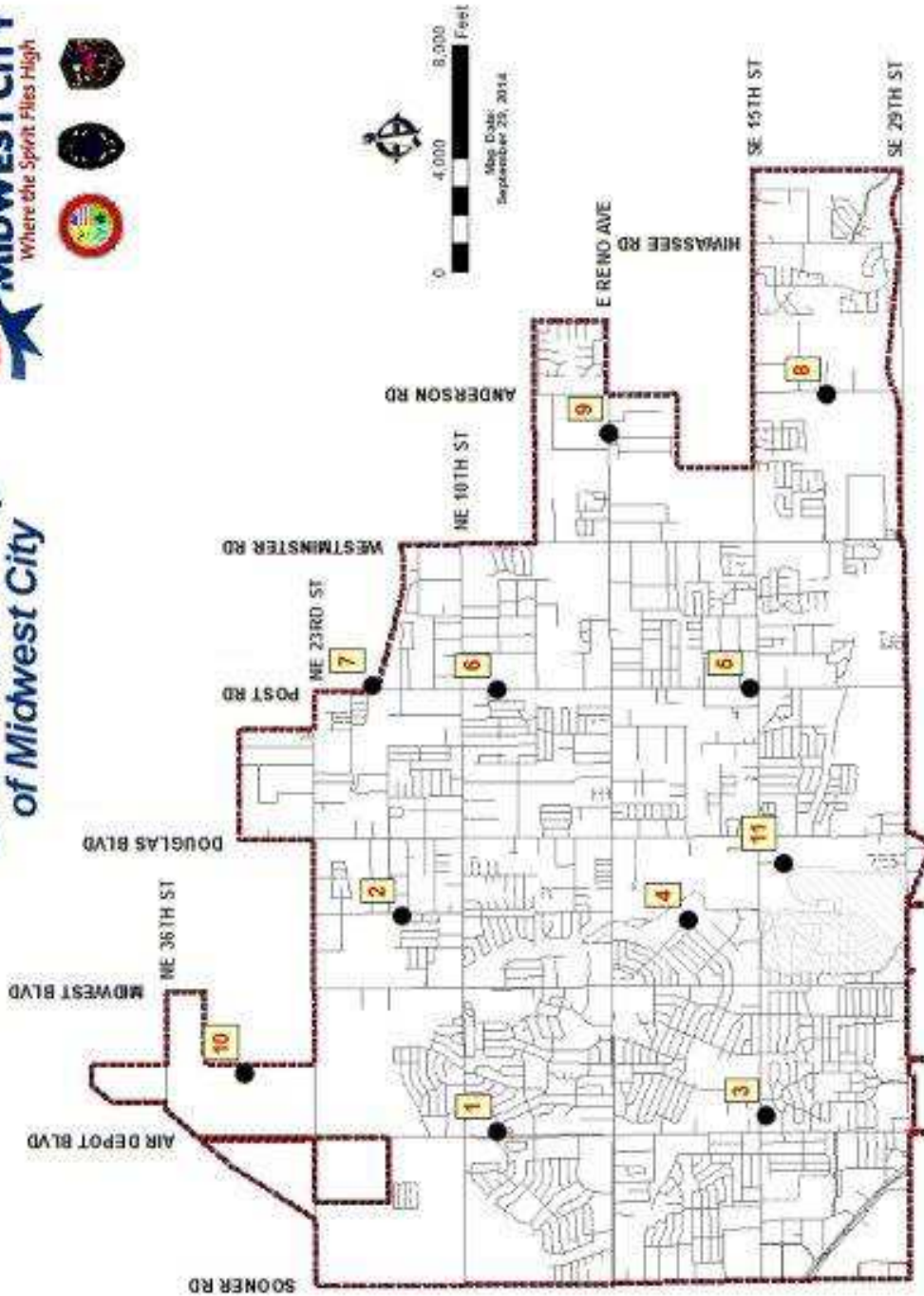
TAB A TO APPENDIX 4

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SIREN LOCATIONS, MAP OF Midwest City, OK



Siren Location Map of Midwest City



City of Midwest City 2014

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.

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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,

ANNEX D

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

III. COLLECTION AND DISSEMINATION OF INFORMATION.

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

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

IV. ACCESS FOR NEWS MEDIA REPRESENTATIVES.

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

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

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

ANNEX E

EVACUATION AND TRANSPORTATION

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

A. General.

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

B. Considerations.

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

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

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Organization.

See Annex A.

B. Task Assignments.

1. Executive Group

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

2. Command Support Group.

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

a. Public Information Officer.

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

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

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

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

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

5. Communications Group.

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

6. Victim Support Group.

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

7. County/State/Federal Departments & Agencies.

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

8. Local Churches and Business Firms.

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

V. DIRECTION AND CONTROL.

A. Flooding, Fire or Other Threat.

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

B. Hazardous Materials or Transportation Accidents.

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

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

See Section VII, Basic Plan.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

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

IX. AUTHORITIES AND REFERENCES.

A. See Section IX, Basic Plan.

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

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

D. References:

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

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

APPENDIX 1

EVACUATION RESOURCES

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

APPENDIX 1

EVACUATION RESOURCES (CONT)

Sanitation Department

4 Trailers

Utilities/Water Dept

15 Trucks

Sewer Department

12 Trucks

2 Vans

1 Trailer Generator

5 Tractors

Golf and Parks

2 Trucks

3 Tractors

Neighborhood Services

1 CERT Trailer

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

Phone # 739-1035

ANNEX F

VICTIM WELFARE

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

See Section II, Basis Plan.

III. CONCEPT OF OPERATIONS.

General.

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

ANNEX F

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

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

A. Organization.

See Appendix 1, Annex A.

B. Assignment of Responsibilities.

1. Executive Group.

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

ANNEX F

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

ANNEX F

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

4. Clergy.

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

5. Counselors.

Provide services to those in need.

6. Victim Information Liaison.

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

7. Insurance Claims Agents.

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

3. Shelter/Mass Care Coordinator.

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

ANNEX F

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

4. Superintendent(s) of Schools.

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

5. County DHS Director.

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

ANNEX F

6. Salvation Army. (as available)

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

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

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

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

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

V. DIRECTION AND CONTROL.

Emergency Shelters.

ANNEX F

Local residents will be sheltered as directed by county officials.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

A. Shelter Management.

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

B. Communications.

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

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

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

IX. AUTHORITIES AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

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

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

ANNEX F

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

FEMA, Shelter Supplies, CPC 83-1.

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

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

FEMA, Shelter System Officer Course, SM-355.

FEMA, Shelter Management Handbook, FEMA-59.

APPENDICES

Appendix 1 - Tornado/Severe Weather Shelters

Tab A – Midwest City Shelters

Appendix 2 – Evacuation Shelters

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

ANNEX F

APPENDIX 1

TORNADO/SEVERE WEATHER SHELTERS

GENERAL.

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

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

ANNEX F

TAB A TO APPENDIX 1

Public Shelters for Tornadoes / Severe Weather
Midwest City

Midwest City has no public shelters

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APPENDIX 2

EVACUATION SHELTERS
Midwest City

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

Middle Schools	Principal	Address	Phone
Carl Albert MS	Cindy Anderson	2515 S. Post Rd MWC	739-1761
Jarman MS	Lynette Brown	5 MacArthur MWC	739-1771
Monroney MS	Mark Flies	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	Brandi Skowowski	2211 S Midwest MWC	582-7017
Ridgecrest	Mike Stiglets	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
Crutchco	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

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 Veterniary 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.

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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

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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		

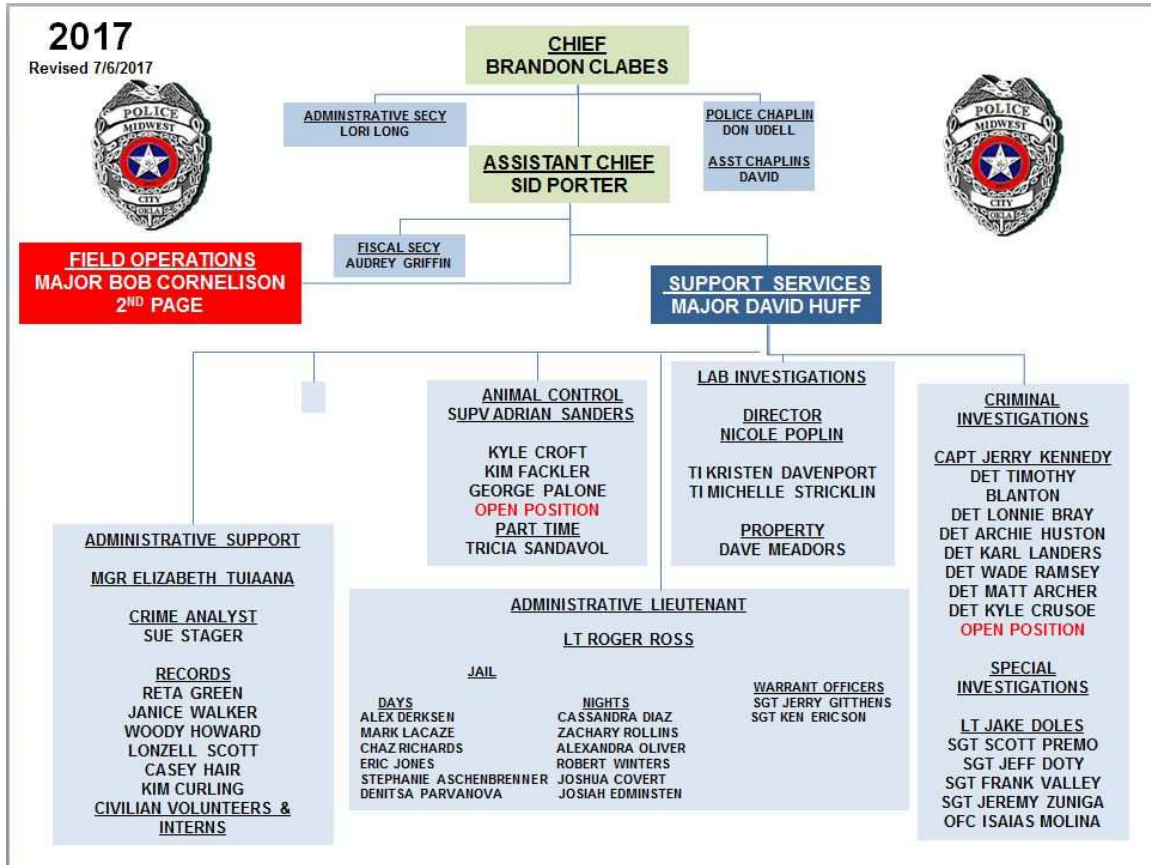
NOTE: The County Sheriff provides law enforcement for incorporated towns as indicated: **

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

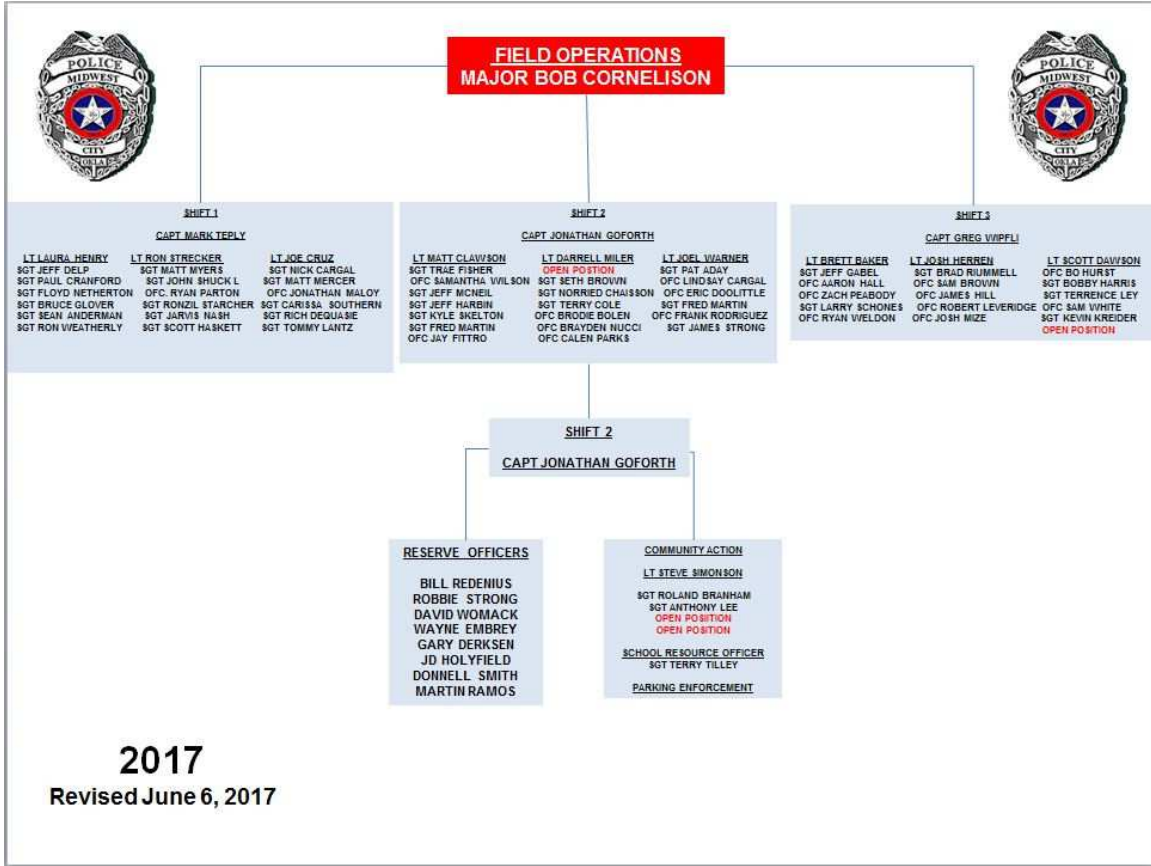
ANNEX I

APPENDIX 3

LAW ENFORCEMENT ORGANIZATIONAL CHART
MIDWEST CITY



ANNEX I



2017
Revised June 6, 2017

ANNEX J
PUBLIC WORKS

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

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

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. General.

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

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

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

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

B. Task Organization.

Public Works Department is responsible for the following:

1. Streets:

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

2. Water:

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

3. Wastewater:

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

3. Stormwater

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

4. Sanitation:

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

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

5. Recreation and Parks:

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

6. Tourism

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

V. DIRECTION AND CONTROL.

See Section V, Basic Plan.

VI. CONTINUITY OF GOVERNMENT.

See Section VI, Basic Plan.

VII. ADMINISTRATION AND LOGISTICS.

See Section VII, Basic Plan.

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

See Section VIII, Basic Plan.

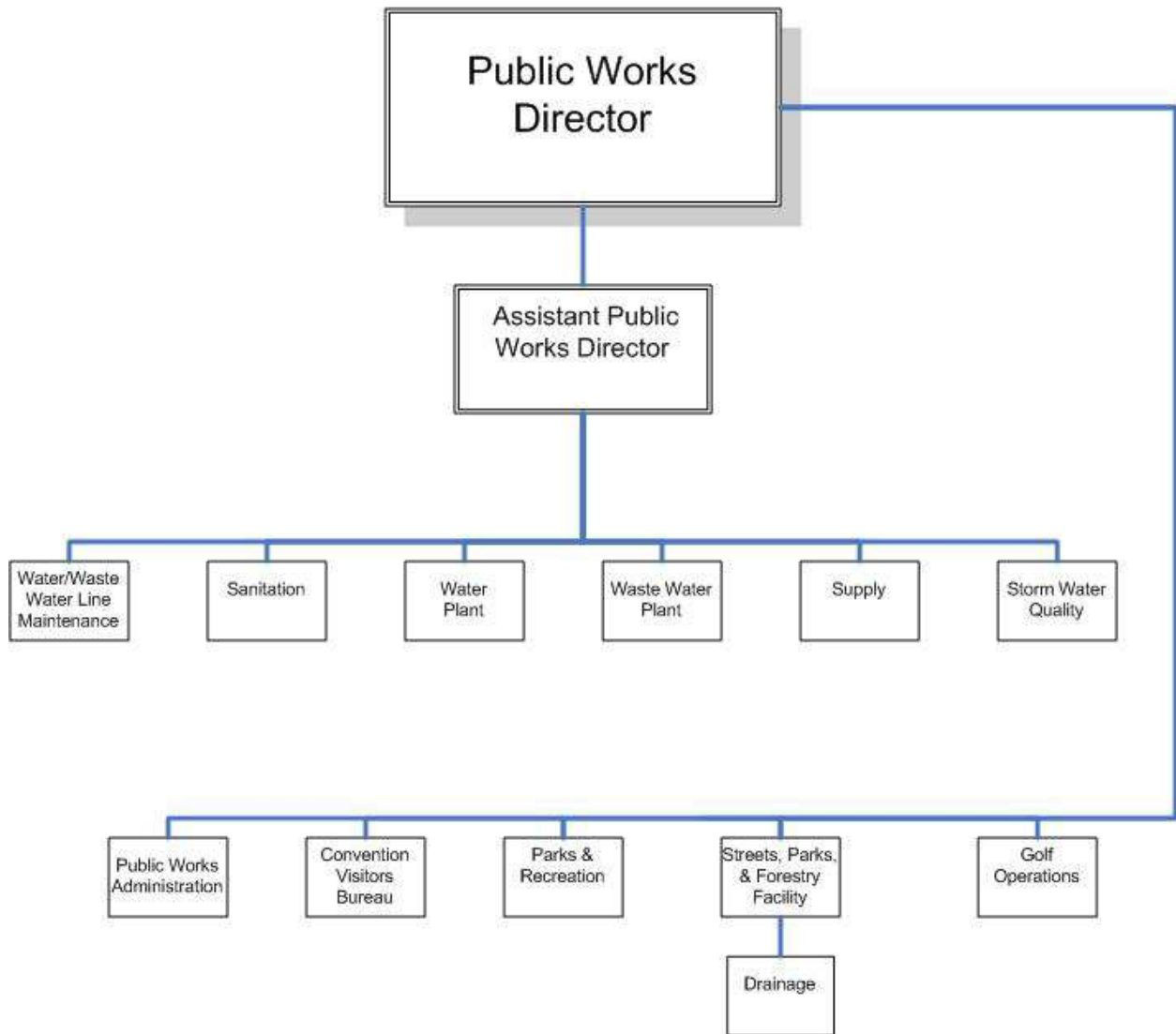
IX. AUTHORITIES AND REFERENCES.

See Section IX, Basic Plan.

APPENDICES

APPENDIX 1 – Public Works Department Organizational Chart

APPENDIX 1
PUBLIC WORKS DEPARTMENT
ORGANIZATIONAL CHART



ANNEX K

FIRE/RESCUE/HAZMAT

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

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

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

A. Fire Department.

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

B. Mutual Aid Fire Department.

ANNEX K

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

C. Police Department

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

D. Public Works

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

V. DIRECTION AND CONTROL.

See Section V, Basic Plan and Annex J.

VI. CONTINUITY OF GOVERNMENT.

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

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

VII. ADMINISTRATION AND LOGISTICS.

A. Communications.

Fire communications networks are shown in Annex B.

B. Resources.

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

ANNEX K

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

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

IX. AUTHORITIES AND REFERENCES.

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

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

FEMA, SM 9, Rescue Skills and Techniques.

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

APPENDIX

APPENDIX 1 - Fire/Rescue Resources

APPENDIX 2- Organizational Chart

ANNEX K

APPENDIX 1

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

Mutual Aid FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

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

Note: Indicate numbers of equipment/personnel available.

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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.

ANNEX K

APPENDIX 1 (Cont)

FIRE/RESCUE RESOURCES

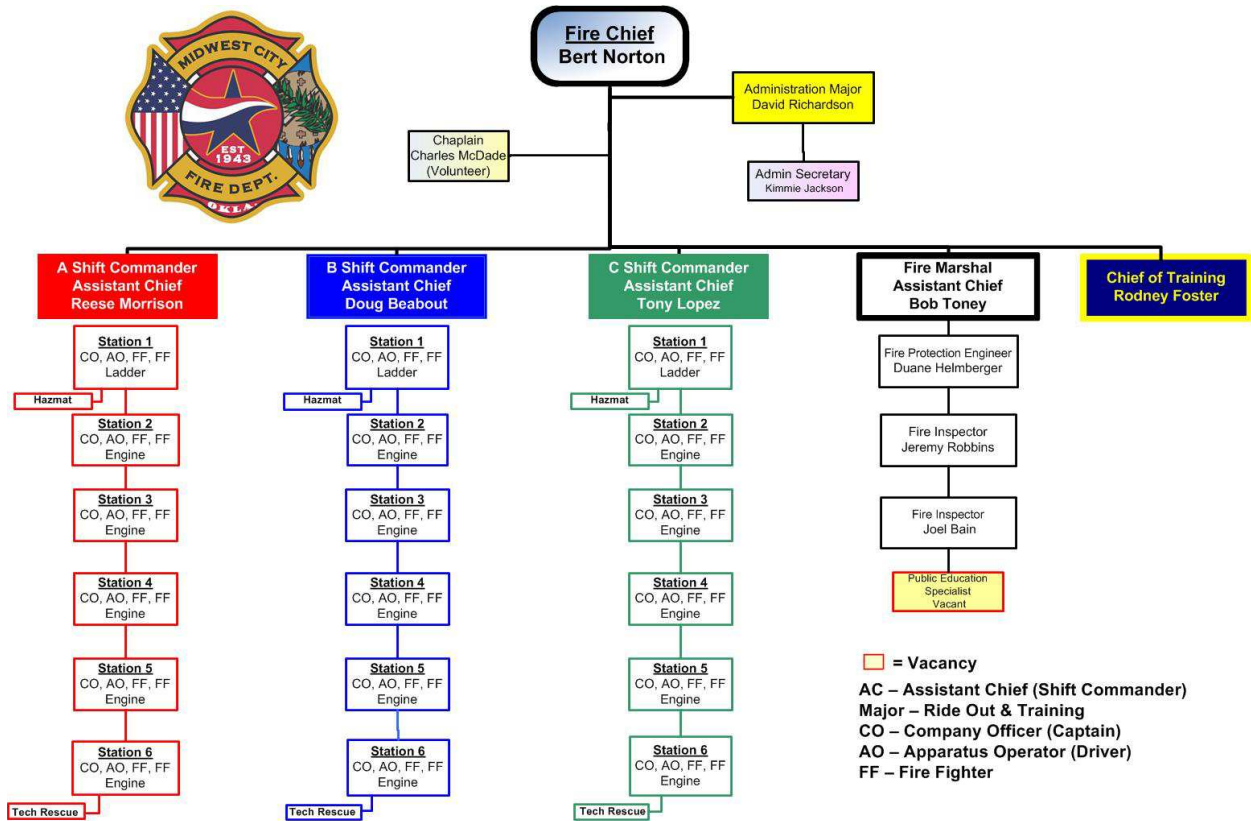
Community		Tinker Air Force Base Fire Department	
Phone #	(405) 734-7964	Ambulances	
Alternate #		Trained EMTs	
Fire Stations	INFORMATION	First Responders	
Base Stations	CAN NOT BE	Sedans	
Mobile Radios	RELEASED DUE TO	Utility Trucks	
Pagers	INTEREST IN	Pick-up Trucks	
Hand-Held Radios	NATIONAL	SCBAs/Spare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

Note: Indicate numbers of equipment/personnel available.

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APPENDIX 2

FIRE/RESCUE ORGANIZATIONAL CHART



= Vacancy
AC – Assistant Chief (Shift Commander)
Major – Ride Out & Training
CO – Company Officer (Captain)
AO – Apparatus Operator (Driver)
FF – Fire Fighter

ANNEX N

RESOURCE MANAGEMENT

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan.

III. CONCEPT OF OPERATIONS.

General.

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

IV. TASK ORGANIZATION AND RESPONSIBILITIES.

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

A. Heavy Equipment.

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

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4. Draglines.

5. Cranes.

B. Specialized Equipment.

1. Chain saws.

2. Fire fighting equipment.

3. Water pumps.

4. Rescue equipment.

5. Generators.

6. Portable Toilets.

C. Temporary Shelters.

1. American Red Cross Shelters.

2. Hotels and motels.

3. Public facilities.

a. Schools, colleges and universities.

b. Parks and recreation buildings.

c. Other government buildings.

4. Private facilities.

a. Churches.

b. Clubs and resorts.

c. Office buildings.

d. Stores.

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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:

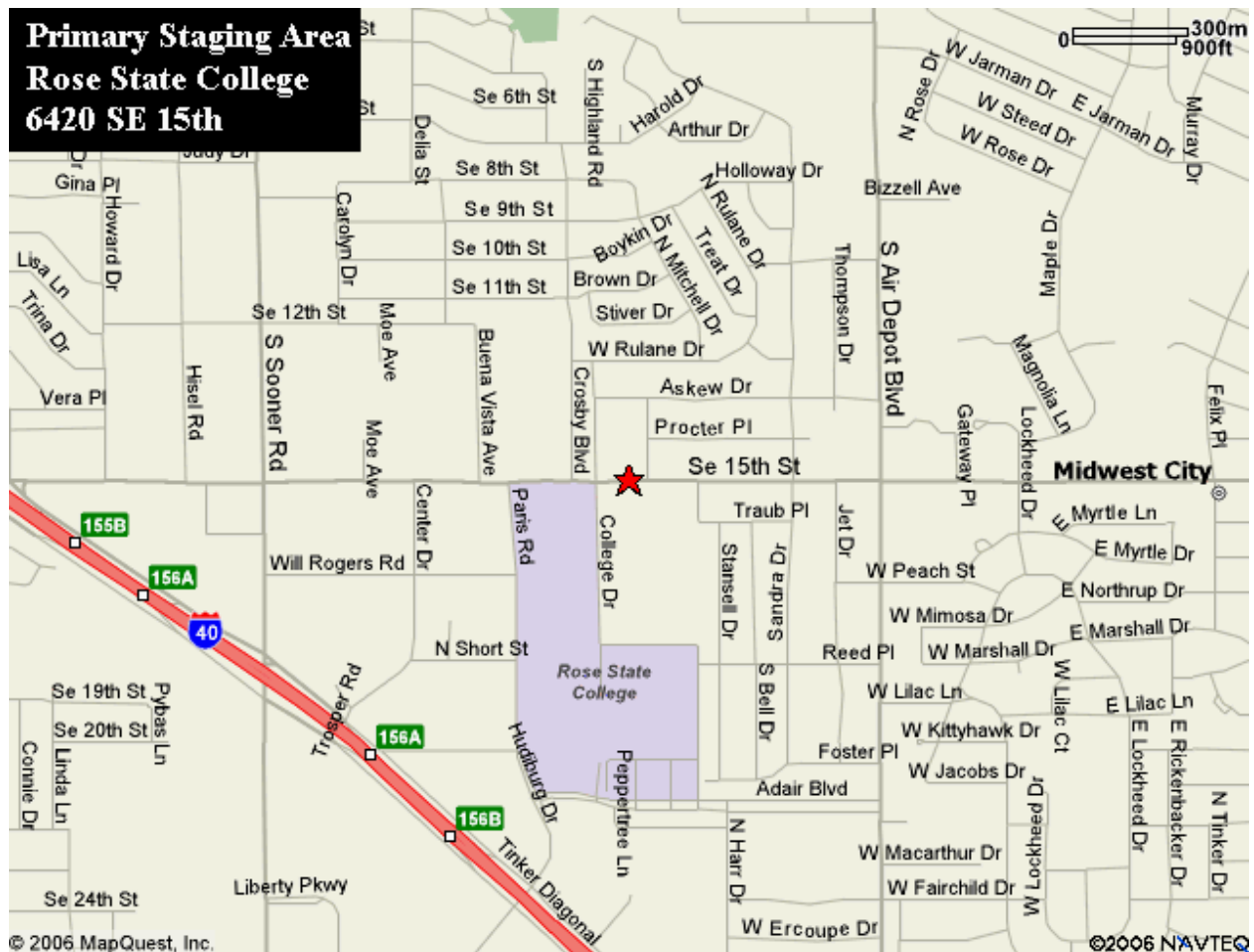
**Carl Albert High School
2009 S. Post Rd.
Midwest City, OK**

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.

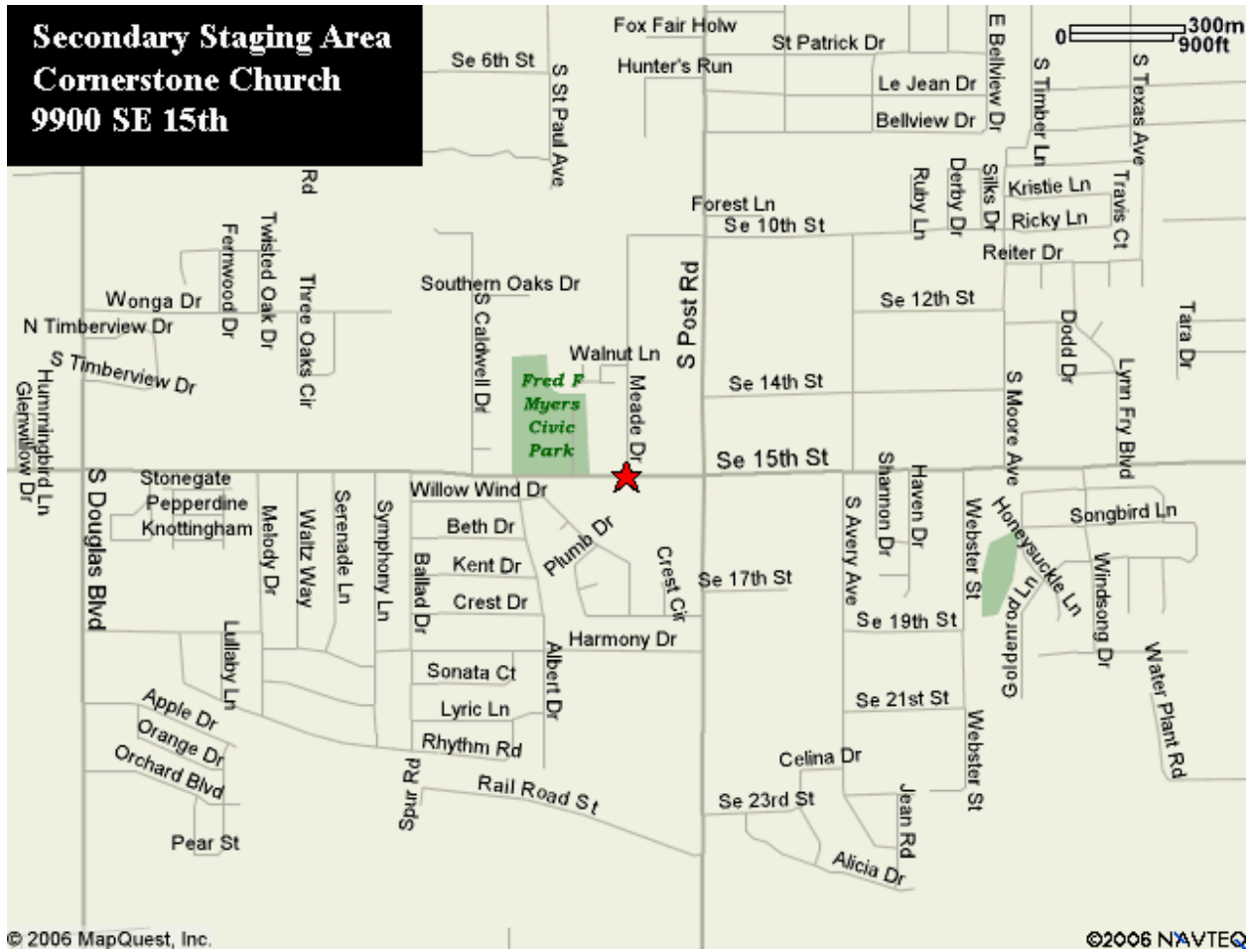
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PRIMARY STAGING AREA MAP



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SECONDARY STAGING AREA MAP



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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	07E	OK	--- ..-
MULDROW	336/24.4	512	06E	HMY -- --
PRAGUE	253/33.2 314	06E	GGU	-- -- .. --
TILGHMAN	230/33.4	396	06E	CQB -- -- -- --
SEMINOLE	278/35.9	278	06E	SRE

Airport Services

Fuel available: 115 JET-B+
 Parking: hangars

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

Runway 18/36

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

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

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

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

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

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

ANNEX N

Instrument Procedures

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

NOT FOR NAVIGATION. Please procure official charts for flight.

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

STARs - Standard Terminal Arrivals

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

IAPs - Instrument Approach Procedures

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

Other nearby airports with instrument procedures:

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

REMARKS:

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.

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

B. Individual Relief Assistance

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

C. Public Relief Assistance

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

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

See Section VIII, Basic Plan.

IX. AUTHORITIES AND REFERENCE.

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

APPENDICES

Appendix 1 - Damage Assessment for Recovery Operations

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

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

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

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

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

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

OEM Form DA 3 Part 1

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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 Culverts
- Bridges Traffic Control
- Streets * _____

WATER CONTROL FACILITIES

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

E. BUILDINGS AND EQUIPMENT

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

F. PUBLIC UTILITY SYSTEMS

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

G. OTHER Park Facilities Recreational Facilities

** Indicate type of facility*

NAME OF POLITICAL SUBDIVISION OR ELIGIBLE APPLICANT

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

AGENT/TITLE

PRIVATE NONPROFIT COUNTY

YES NO Cleveland

BUSINESS ADDRESS (Include Zip Code)

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

ODCEM Form 94-1

ANNEX P

GENERAL INSTRUCTIONS FOR COMPLETING ODCEM FORM No. 94-01

A. General Information:

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

B. DAMAGE INFORMATION (Top of the Form):

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

C. APPLICANT INFORMATION:

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

ANNEX Q

HAZARDOUS MATERIALS

I. PURPOSE.

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

II. SITUATION AND ASSUMPTIONS.

See Section II, Basic Plan

III. CONCEPT OF OPERATIONS.

General.

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

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

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES.

A. General.

See Section IV, Basic Plan.

B. Organization.

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

C. Task assignment and responsibility.

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1. Incident Command System (ICS).

a. Incident Commander.

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

Incident Commander responsibilities are:

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

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

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

Provide technical assistance as required.

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

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.

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VII. ADMINISTRATION AND LOGISTICS.

A. Records and forms.

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

B. Resources.

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

C. Training.

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

D. Post-incident review.

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

VIII. PLAN DEVELOPMENT AND MAINTENANCE.

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

IX. AUTHORITIES AND REFERENCES.

A. Authorities.

See Section IX, Basic Plan.

B. References.

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

APPENDIXES

APPENDIX 1 - Hazardous Materials Release Notification

APPENDIX 2 - Federal/State Telephone List/Roster

APPENDIX 3 - HAZMAT Operations - Typical Layout

APPENDIX 4 - General Characteristics and Examples of
Hazardous Materials

APPENDIX 5 - Transportation Routes of Hazardous Materials

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

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APPENDIX 1

HAZMAT RELEASE NOTIFICATION

Caller's Name: _____

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

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

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

Material(s) Released: _____

Is Released Material on Extremely Hazardous List? Yes__ No__ Unk__

Location of Release: _____

Include Legal Description Below(If Appropriate & Known)

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

Quantity of Material(s) Released: _____

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

Release - Date _____ Time _____ Duration _____

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

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

Precautions that need to be taken: _____

Additional Information: Injuries ___ Deaths ___ LEPC Notified? _____

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

Person Receiving Rpt: _____ Date/Time _____ / _____

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

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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

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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 Ordnance Disposal (EOD) Fort Sill, Oklahoma	580-442-2313*
3. Federal Aviation Administration Operations Center Fort Worth, Texas	817-222-5006
4. US Environmental Protection Agency	1-866-372-7745*
5. US Department of Transportation (Enforcement) Federal Railroad Administration	(Night) 1-800-759-7243 page #805 7850 817-862-2200
6. US Department of Energy Radiological Assistance Team Region #4 Emergency Operations Center Radiation Emg. Assistance Center/Trng. Site (REAC/TS) (FOR MEDICAL INFORMATION ON EFFECTS OF RADIATION EXPOSURE)	505-845-4667* 202-586-8100* 865-576-3131 865-576-1005*
7. Nuclear Regulatory Commission Operations Center Region IV - Arlington, TX	301-816-5100* 817-860-8100*

Private Assistance

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

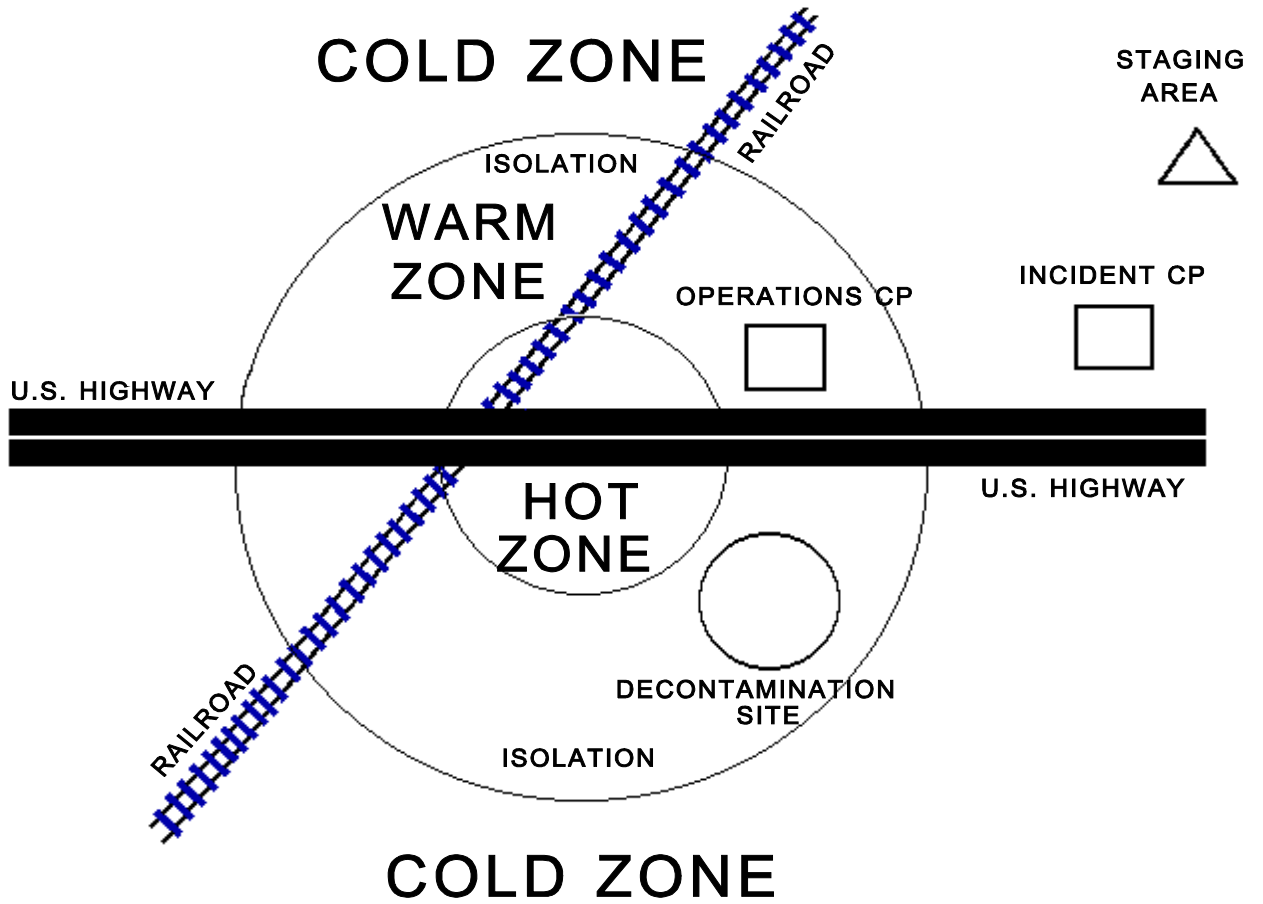
Provides immediate advice to emergency responders on fixed-site as well as transportation emergencies. CHEMTREC contacts shipper/ producer of the hazardous material(s) involved in the emergency for more detailed assistance and appropriate follow-up. CHEMTREC also maintains contact with the Chlorine Institute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

* 24 hours a day

Updated August 2014

ANNEX Q
APPENDIX 3

HAZMAT OPERATIONS
(Typical Site Layout)



ANNEX Q
APPENDIX 4

General Characteristics and Examples of Hazardous Materials

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

U.S. Classes and Divisions Based on UN System	U.S. Classes Pre January 1991	Examples of Materials by U.S. Classes and Division	General Hazard Properties (Not All Inclusive)
Class 1			
Division 1.1 - Explosive with mass Explosion hazard	Class A Explosive	Dynamite, TNT, Black Powder	Explosive; exposure to heat,
Division 1.2 - Explosive with projection Hazard	Class A Explosive/ Class B Explosive	mechanical hazards	could result in thermal and
Division 1.3 - Explosive with fire, minor Blast or minor projection Hazard	Class B Explosive	Propellant Explosives, Rocket Motors, Special Fireworks	
Division 1.4 - Explosive device with minor Explosion hazard	Class C Explosive	Common Fireworks, Small Arms Ammunition	
Division 1.5 - Very insensitive explosives	Blasting Agent	Ammonium Nitrate-Fuel Oil Mixtures	
Division 1.6 - Extremely insensitive Explosives			
Class 2			
Division 2.1 (Flammable Gas)	Flammable Gas	Propane, Butadiene (inhibited) Acetylene, Methyl Chloride	under pressure; container may rupture violently (fire and non-fire); may be a flammable,
Division 2.2 (Nonflammable, Non-poisonous Gas)	Nonflammable Gas	Carbon Dioxide, Anhydrous Ammonia	poisonous, a corrosive, an asphyxiate and/or an oxidizer, may cause frost-bite
Division 2.3 (Poisonous Gas)	Poison A	Arsine, Phosgene, Chlorine Methyl Bromide	
Class 3			
Flammable Liquid	Flammable-Liquid	Acetone, Amyl Acetate, Gasoline Methyl Alcohol, Toluene	Flammable; container may rupture violently from heat/ fire; may be corrosive to toxic, and/or thermally unstable
Combustible Liquid			
	Combustible Liquid	Fuel Oils	
Class 4			
Division 4.1 (Flammable Solid)	Flammable Solid	Nitrocellulose, Magnesium Ribbon	Flammable, some spontaneously,
Division 4.2 (Spontaneously Combustible material)	Flammable Solid and Liquid	Phosphorus, Pyrophoric Liquids and Solids	may be water reactive, toxic, and/or corrosive; may be extremely difficult to extinguish.
Division 4.3 (Dangerous When Wet Material)	Flammable Solid and Liquid	Calcium Carbide, Potassium, Sodium	
Class 5			
Division 5.1 (Oxidizer)	Oxidizer	Ammonium Nitrate Fertilizer	Supplies oxygen to support combustion; sensitive to heat
Division 5.2 (Organic Peroxide)	Organic Peroxide	Dibenzoyl Peroxide, Peroxyacetic Acid, Diacetal Peroxide Solution	shock, friction, and/or 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 Ocoma Blvd.
Midwest City, OK 73110
Phone: (405) 737-3740
Last Tier II

Emergency Contact Info:

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

Midwest City Batch Plant (Dolese Bros. Co.)

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

Emergency Contact Info:

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

MIDWEST CITY, OKLAHOMA TERRORISM ANNEX-"R"

I. PURPOSE

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

II. SITUATIONS AND ASSUMPTIONS

A. Location.

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

Situation.

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

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

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

Assumptions.

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

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

III. CONCEPT OF OPERATIONS

A. General.

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

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

B. Hazard Assessment and Control.

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

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

C. Protective Action Selection.

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

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

D. Public Warnings.

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

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

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. General.

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

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

B. Organization.

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

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

C. Assignment of Responsibilities.

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

1. MWC Emergency Operations Center.

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

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

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

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

1. Lead Agency for response to Chemical Incidents.

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

F. OCC Health Depart shall be responsible for:

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

G. Mid-Del School system shall assist with:

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

V. SUPPORT FUNCTIONS:

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

IX. DIRECTION AND CONTROL:

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

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

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

XX. 1. _____

XXI. 2. _____

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

XXIII. PLAN DEVELOPMENT, MAINTENANCE, AND EXECUTION.

- 1. The MWC Emergency Management Director is responsible for the maintenance of the Terrorism Incident Annex and for ensuring that necessary changes and revisions to the Annex are prepared, coordinated, approved and distributed.
- 2. The MWC Emergency Management Director is responsible for review and updating of the Terrorism Incident Annex, SOPs, and attachments based on deficiencies identified through drills, exercises and actual emergencies on an annual basis.

XXIV. AUTHORITIES AND REFERENCES.

1. Legal Authority

XXV. Federal

XXVI. The Robert T. Stafford Disaster Relief and Emergency Assistance, Public Law 93-288 as amended.

XXVII. Presidential Decision Directive 39 (PDD-39), "United States Policy on Counterterrorism."

XXVIII. Presidential Decision directive 62, Protection Against Unconventional Threats to the Homeland and Americans Overseas (Classified)

XXIX. Health and Human Services Health and Medical Services Support Plan for the Federal Response to Acts of Chemical/Biological Terrorism

XXX. The Federal Response Plan, 9230.1-PL, April 1999.

XXXI. Title III of SARA, Public Law 99-499, dated October 17, 1986.

XXXII. Other executive orders and acts pertaining to disasters enacted or to be enacted.

XXXIII. State

XXXIV. Emergency Management Act of 2003

XXXV. Oklahoma Constitution, art 6 sec 1-6

XXXVI. Local

XXXVII. Resolution establishing Midwest City Department of Emergency Management, Code 1972, Chap. 11-1

XXXVIII. Volunteer, Quasi-Governmental

XXXIX. Act 58-4-1905 American National Red Cross Statement of Understanding,

- 12/30/85
- XL. Mennonite Disaster Services - Agreement with FDAA 1974
 - XLI. Salvation Army Charter - May 12, 1974
 - XLII. Public Law 93-288
1. References
- XLIII. E.O.P Basic Plan

Midwest City
EMERGENCY OPERATIONS PLAN

To all Recipients:

Effective Date: September 12, 2017

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

Office of the Fire Chief	1
Office of the Fire Department Shift Commander	1
Office of the Fire Department Training Officer	1
Office of the Fire Marshall	1
Office of the Police Chief	1
Office of the Assistant Police Chief	1
Office of the Public Works Director	1
Office of the EMS Director, Midwest Regional Medical Center	1
Office of Oklahoma County Emergency Management	1
TOTAL COPIES:	30

DATE	SUBJECT AREA	CHANGE #	INITIALS

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.)

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

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
- Single Gas Monitors
- Corona Discharge VOC Monitor
- Remote Multigas Detections Wireless System
- Reference Library
- Advanced Personal Protective Equipment
- New CAD and RMS
- Next Generation 911

Training

- Terrorism Response Training
- Joint Operations Training
- Community Training Needs Assessment
- EMS Operations and Planning for WMD
- Emergency Response to Terrorist Bombings
- Public Works Emergency Response Training
- Radiological/Nuclear Response Training
- WMD: Tactical Operations Course
- WMD: Incident Management / Unified Command
- WMD: Threat and Risk Assessment
- WMD: Defensive Operations for Emergency Responders
- Haz Mat Operations for Police Officers
- Haz Mat Awareness for Public Works employees

Although this list is large, we expect it to expand dramatically after we have conducted our full-scale exercise. For this reason, we must start to prepare for this exercise as soon as possible, so our deficiencies are identified as soon as possible, for correction.

Planning Process

Oklahoma County Hazardous Mitigation Plan was approved by FEMA November 25, 2013.

This plan takes into consideration all hazards that face the county including the areas of Midwest City. In order to construct the mitigation plan a Hazard Analysis was performed as well as a Vulnerability Assessment for the entire county. From this hazard assessment the threats facing Midwest City were noted and utilized in constructing this Emergency Operations Plan. The threats that face Midwest City have been addressed in this plan and the course of action to respond to these threats has been identified.

The analysis includes information and planning for all hazards that face Oklahoma County, including Midwest City. Midwest City has prepared for many hazards, and sadly enough, has experienced their fair share of these hazards as well. There are documents that have been developed pertaining to specific hazards, some of which have been included and others that have not for security reasons. In each section where an item has been identified, but the information has been withheld, there will be information on how this material can be accessed in emergency situations.

A listing of Midwest City planning committee members for construction of this EOP has been attached and their concurrence duly noted by their signature. These individuals and their departments play a major role in the Emergency Operation Plan and without their continuous support this plan will not function properly.

See Attached



Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and Council

From: Mike Bower, Emergency Manager

Date: September 12, 2017

Subject: Discussion and consideration of approving and entering into a Primary Service Answering Point Agreement with Alliance Health Midwest to continue to provide dispatching services for Alliance Health Midwest Ambulance Service from July 1, 2017 through June 30, 2018 for \$220,774.80 per year.

Alliance Health Midwest agrees to pay City of Midwest City \$220,774.80 for dispatching of Alliance Health Ambulance Service which includes \$5,000.00 for GEO Safe services. This amount shall be divided into twelve equal payments of \$18,397.90. 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

PRIMARY SERVICE ANSWERING POINT AGREEMENT

This agreement is entered into by and between AllianceHealth Midwest, hereinafter referred to as Hospital, and the City of Midwest City, hereinafter referred to as City.

Whereas, the Hospital owns and operates an emergency medical response service known as the Alliance Health Midwest Ambulance Service, hereinafter referred to as the Ambulance Service; and

Whereas, the City operates an Emergency 911 answering service which provides a Primary Service Answering Point for the emergency services provided to the citizens of Midwest City and customers of the Ambulance Service, hereinafter referred to as the PSAP; and

Whereas, the Hospital and the City desire to enter into an agreement wherein the PSAP shall serve as the primary answering point and dispatch center for the Ambulance Service;

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants, obligations and stipulations set out herein, agree as follows:

1. Term of Agreement. This agreement shall commence on July 1, 2017 and shall expire on June 30, 2018, unless sooner terminated as provided herein.
2. Obligations and Responsibilities. The City shall provide an emergency 911 answering point for the Ambulance Service. The PSAP shall operate twenty-four (24) hours a day, seven days a week. The City shall provide all personnel and equipment required to staff and manages the PSAP. The Ambulance Service shall provide all personnel required to staff and manage the Ambulance Service.
3. Mutual Aid Agreements. Both the City and the Hospital are hereby authorized to enter into Mutual Aid Agreements, as provided by Oklahoma State Statutes, to augment and supplement their respective services. No such Mutual Aid Agreement shall affect the terms and conditions of this agreement but shall be in addition hereto.
4. PSAP/Ambulance Service Evaluation. Each party hereto shall have the right to select and appoint one person to participate in evaluations of the operations of the other party's service, i.e., the Ambulance Service and the PSAP. The designated person shall be notified at least twenty-four (24) hours in advance of each such scheduled evaluation.
5. Consideration. The Hospital agrees, in addition to the provision of ambulance service within Midwest City, to fund the PSAP in the annual amount of \$220,774.80. This amount shall be divided into twelve (12) equal monthly payments, which shall be due and payable to the City on or before the 15th day of the month following the receipt

of the preceding month's PSAP service. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to expiration of its initial term or any renewal term.

6. Continuation. This agreement may be renewed with the mutual consent of both parties hereto for successive one-year periods following the initial term. The City reserves the right to renegotiate the monetary consideration contained in paragraph 5 hereof. In no event shall the renegotiated rate be less than the rate provided herein, nor shall the renegotiated rate exceed the actual increased labor, materials, supplies and equipment cost incurred by the City to provide the PSAP service required herein.
7. Assignment. Except as provided in paragraph 3, Mutual Aid Agreements, this agreement may not be assigned by either party.
8. Termination. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party. Intent to terminate this agreement at the expiration date hereof, or any renewal expiration date for any renewal period, shall also be given in writing at least thirty (30) days in advance of the expiration date to the other party.
9. Indemnity. The City is solely responsible for providing the Ambulance Service with accurate information with respect to the dispatching of ambulances. In that regard, the City shall hold the Hospital harmless for any errors, omissions, mistakes or negligence committed by the City which result in ambulances being dispatched to incorrect addresses and/or any claims being filed against the Hospital. In the event that the Hospital is somehow found to be liable for errors, acts or omissions of the City, the City agrees to indemnify the Hospital, as allowed by law, for such liability to the full extent of the limits established in the Oklahoma Governmental Tort Claims Act.
10. Effective Date. This agreement shall become effective the 1st day of July 2017. Services required shall commence on the effective date hereof.
11. Complete Agreement. This Agreement is the complete agreement between the parties. No additions, alterations or modifications shall be effective unless reduced to writing and signed by all parties hereto.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City on the _____ day of _____, 2017 and by Midwest Regional Medical Center, LLC, d/b/a AllianceHealth Midwest on the _____ day of _____, 2017.

CITY OF MIDWEST CITY

ATTEST:

Mathew D. Dukes II, Mayor

Sara Hancock, City Clerk

APPROVED as to form and legality this ____ day of _____, 2017.

Philip W. Anderson, City Attorney

Midwest Regional Medical Center, LLC d/b/a ALLIANCEHEALTH MIDWEST

Clay Franklin, CEO



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
Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 12th, 2017

Subject: Discussion and consideration of ratifying and approving the entering into Supplemental Agreement No. 3 to License AFMC TK 3-02-001 between the Secretary of the Air Force and the City of Midwest City.

The attached original license allows the City the use of 19.52 acres of property located along the north edge of the main Tinker runway's clear zone. This area is the land located between S.E. 15th Street and the north fence line of the vacated clear zone property. (See the attached exhibits.)

The original licensing agreement was entered into on July 15th, 2002 and must be renewed every five years. Supplemental Agreement Number 3 continues the licensing agreement. It will be in effect from September 1st, 2017 through August 31st, 2022.

Staff recommends continuing the licensing agreement.

Patrick Menefee, P.E.
City Engineer

Attachment

**SUPPLEMENTAL AGREEMENT NO. 3
TO
LICENSE AFMC TK 3-02-001**

THIS SUPPLEMENTAL AGREEMENT NO. 3 to License AFMC TK 3-02-001, by and between **City of Midwest City**, hereinafter called the "Licensee", and **Secretary of the Air Force**, hereinafter called the "Secretary":

WITNESSETH:

WHEREAS, said parties hereto desire to amend the above License.

NOW THEREFORE, these parties for the continued considerations agreed to in License AFMC TK 3-02-001 subsequent Supplements, covenant and agree that said License is amended, effective **01 Sep 2017**, as follows:

The License term commences on **01 Sep 2017 for a period of five years and expires 31 Aug 2022**, provided that unless and until either party gives notice of termination in accordance with the provisions in License AFMC TK 3-02-001 and subsequent Supplements.

All other terms and conditions of License AFMC TK 3-02-001 and subsequent Supplements shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as dated below.

CITY OF MIDWEST CITY

**UNITED STATES OF AMERICA
TINKER AIR FORCE BASE**

KENYON K. BELL, Colonel, USAF
Commander, 72d Air Base Wing

Date _____

Date _____

AFMC TK 3-02-001
Replaces AFMC TK 3-97-003

DEPARTMENT OF THE AIR FORCE
LICENSE
TINKER AIR FORCE BASE, OKLAHOMA

The SECRETARY OF THE AIR FORCE (hereinafter Secretary) or duly authorized representative (hereinafter said officer) under authority of Title 10 U.S.C. Section 2668 and 2669 grants to the **CITY OF MIDWEST CITY** (hereinafter Licensee) a license to use a right-of-way for the purpose of ground traffic control and municipal water supply. The license is for a period of **five (5) years** beginning **1 September 2002, and ending 31 August 2007**, but revocable at will by the Secretary or his duly authorized representative. The license is for the premises shown in Exhibit B and more particularly described in Exhibit A which are attached and made a part of this instrument.

THIS LICENSE is granted subject to the following conditions:

1. The exercise of the privileges granted shall be:
 - a. without cost or expense to the United States;
 - b. under the general supervision of the officer executing this license or duly authorized representative (said officer); i.e., subject to rules and regulations which said officer may prescribe from time to time and subject to approval of said officer, including prior written approval for alterations, modifications or additions or the use of any herbicide or pesticide on the premises;
 - c. subject to the right of the United States to construct, use, and maintain facilities on the premises without unreasonably interfering with the Licensee's privileges;
 - d. subject to other outgrants of the United States on the premises which do not unreasonably interfere with the Licensee's privileges; and
 - e. without liability of the United States for failure to supervise or inspect activities or facilities of the Licensee.
2. The Licensee at its own expense shall maintain the premises in good order.
3. The Licensee shall at its own expense promptly repair or replace to the satisfaction of said officer any United States property damaged or destroyed by the Licensee incident to the exercise of the privileges granted. Instead and if required by said officer, the Licensee shall pay the United States money in an amount sufficient to compensate for the loss sustained by the United States for damage to or destruction of United States property.

4. The Licensee shall not discriminate against any person or persons or exclude any persons from participation in the lessee's operations, programs, or activities conducted on the leased premises, because of race, color, age, sex, handicap, national origin or religion. The Licensee, by acceptance of this license, hereby gives assurance that Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and Department of Defense Directive 5500.11, May 27, 1971, as amended (32 C.F.R.pt.300) will be complied with.

5. The Licensee shall not unlawfully pollute the air, ground, or water or create a public nuisance. The Licensee shall at no cost to the United States promptly comply with present and future Federal, State and local laws, ordinances, regulations, or instructions controlling the quality of the environment (see exhibit C). This does not affect the Licensee's right to contest their validity or enjoin their applicability. The Licensee shall not be responsible for pollution caused by others.

6. The Licensee shall not remove or disturb, cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the Licensee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

7. If the Licensee discovers military contamination on the premises, the Licensee shall immediately stop work and request said officer for help.

8. The Licensee may terminate this license by giving ten (10) days written notice by certified mail to the Secretary through said officer.

9. On or before the date this license expires or the Licensee relinquishes this license, the Licensee shall vacate the premises, remove the Licensee's property and restore the premises to a condition satisfactory to said officer, except for damages beyond the Licensee's control or for fair wear and tear. If this license is revoked, the Licensee will do the same within the time designated by said officer. If the Licensee fails or neglects to remove the property and to restore the premises, at the option of said officer:

a. said property shall become the property of the United States without compensation therefor, or

b. said officer may have the property removed and the premises restored at the expense of the Licensee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of the removal and restoration.

10. This license is effective only insofar as the rights of the United States in the premises are concerned. The Licensee shall obtain any further permission necessary on account of any other existing rights.

11. This license may not be transferred or assigned.
12. That the use of pesticides shall be in accordance with appropriate Federal, State and local laws, rules and regulations.
13. That the Licensee shall at its own expense, without cost or expense to the United States, maintain the area free of litter and other debris, keep the area mowed, and otherwise maintained to the satisfaction of the Base Commander.
14. That the Licensee may not build, construct, install, or otherwise place any structure, addition, fixture, or other appurtenance within the area covered by this license without the express written authorization of the Base Commander, nor shall the Licensee permit any congregation of people to occupy the area or any portion thereof at any time.
15. That this license is subject to the terms and conditions of Lease No. DACA 56-5-82-18, between the United States of America and the Board of County Commissioners of Oklahoma County, State of Oklahoma, upon expiration or termination of the lease this license will also terminate.

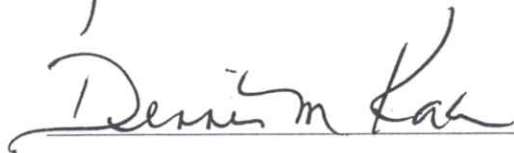
This license is not subject to Title 10, United States Code, Section 2662, as amended.

The above instrument include all its conditions, is hereby accepted this _____ day of _____, 2002.

CITY OF MIDWEST CITY

BY:  _____

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Air Force this 15 day of July, 2002.

 _____

DENNIS M. KAAAN, Colonel, USAF
Commander, 72d Air Base Wing

EXHIBIT A

A strip, piece, or parcel of land lying in Section 11, T 11 N, R 2W, Indian Meridian, Oklahoma County, Midwest City, Oklahoma, more particularly described as follows:

Lots 1, 2, 16, 17, and 18, Block 1; and Lots 1, 2, 3, 4, 16, 17, and 18, block 2, of the DACO Addition:

An unplatted area of land bounded on the North by the south line of Southeast Fifteenth Street, on the West by the east line of the DACO Addition, on the South by the south line of Southeast Seventeenth Street, and on the East by the west line of Block 1 of the Glenwood 4th Addition, block 1 and 2 of the Glenwood 4th Addition to the south line of Southeast Seventeenth Street.

Containing 19.52 acres, more or less.

EXHIBIT B



EXHIBIT B

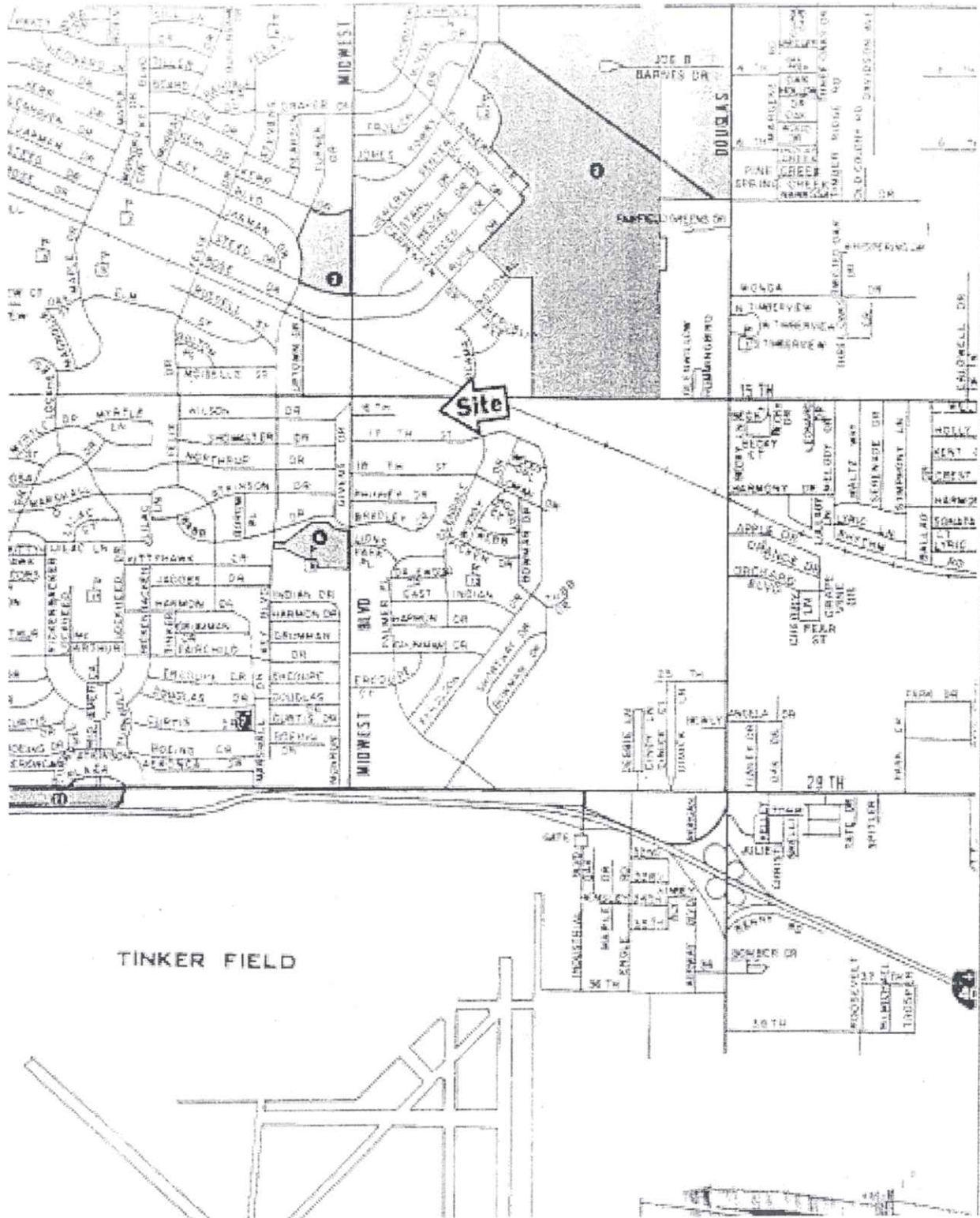
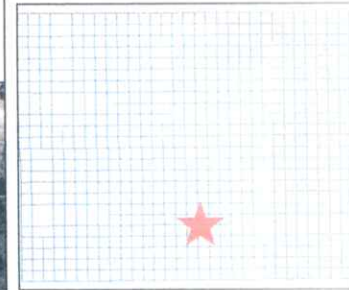


EXHIBIT C

Environmental Laws

As used in this License, “Environmental Laws” means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. 2701, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 3001 et seq., Executive Order 12088, Federal Compliance with Pollution Control Standards (1978) and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this License, “Hazardous Substance” means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their by-products.



Legend

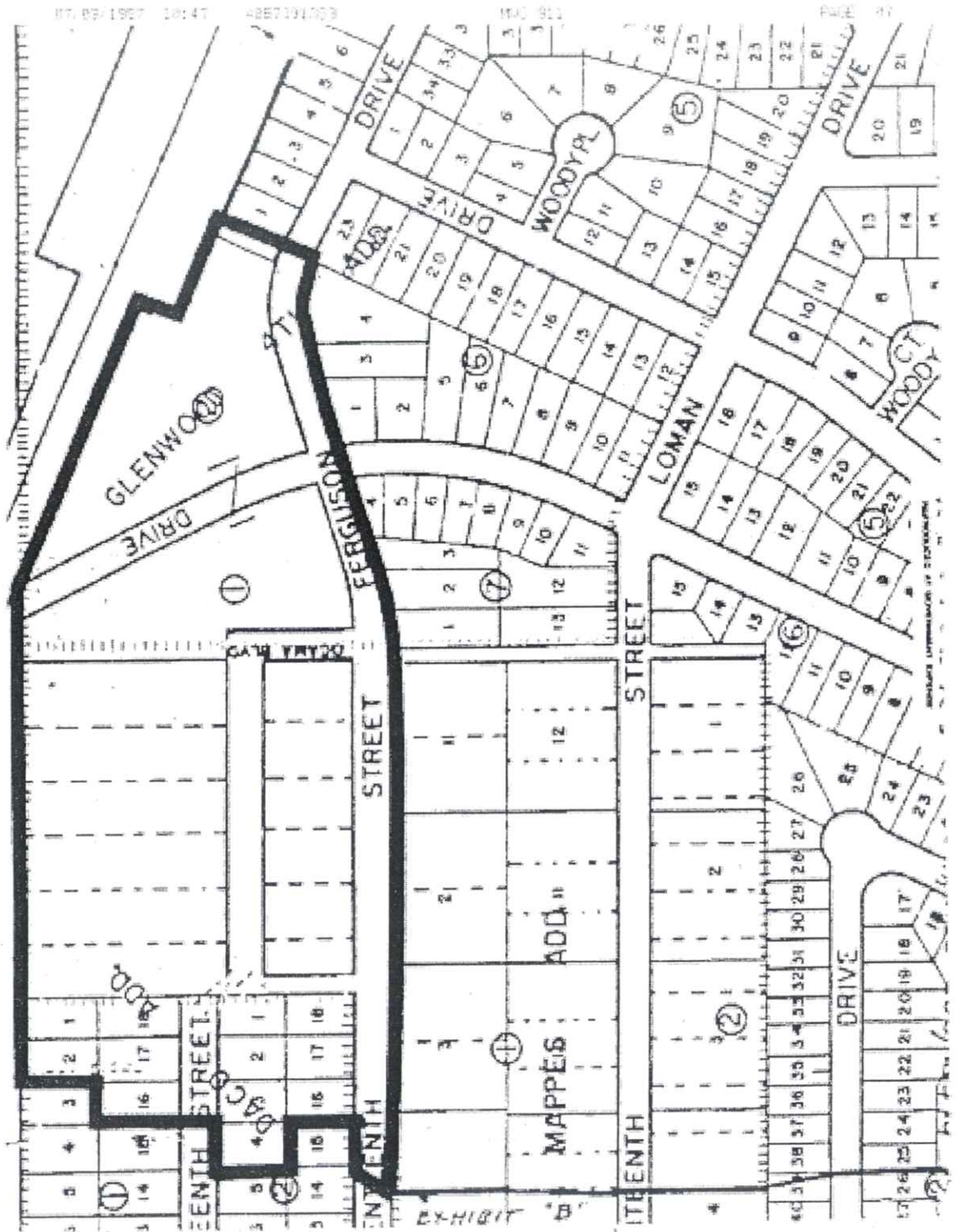
- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb 10th, 2005)
- County Background



Scale: 1:5,022

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

EXHIBIT B





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 12th, 2017

Subject: Discussion and consideration of accepting a Permanent Drainage Easement for the construction of a proposed drainage improvement located at 1305 Pineridge Road. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section One (1), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

This easement, dedicated by Dr. and Mrs. Biggers, is for the construction of a proposed drainage improvement located along the north fence line of 1305 Pineridge Road.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

GRANT OF PERMANENT DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS:

That Ryan M. Biggers and Kimberly S. Biggers, husband and wife, grantor(s) of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent drainage easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:



The North Twenty Feet (20) of Lot Five (5) in PINERIDGE ADDITION, to Midwest City, Oklahoma County, Oklahoma according to the recorded plat thereof.

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, maintain and/or build drainage improvements related facilities and other improvements, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 14th day of July, 2017

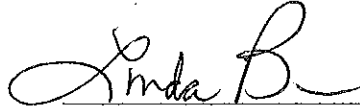
STATE OF OKLAHOMA _____)
)ss.
COUNTY OF OKLAHOMA _____)

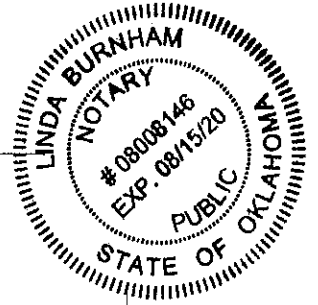
Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 14th day of July, 2017, personally appeared Ryan M. Biggers and Kimberly S. Biggers, husband and wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses

and purposes herein set forth.

WITNESS, my hand and seal this 14 day of July, 2017.

My Commission expires: 8-15-20


NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N. Midwest Blvd. Midwest City OK 73110



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

ENGINEERING DIVISION
Patrick Menefee, City Engineer
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

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

TO : Honorable Mayor and City Council

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

DATE : September 12, 2017

SUBJECT : Discussion and consideration of accepting a Grant of Permanent Easement, from Convenience Stores Properties Corp., across a certain tract of land within the corporate boundaries of Midwest City in the Southeast Quarter (SE/4) of Section Twenty Seven (27), Township Twelve (12) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma.

The tract is on the northwest corner of NE 10th and N. Midwest Blvd., with a physical address of 1101 N. Midwest Blvd. The easement is needed in connection with the Mid America Trail project.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That Convenience Stores Properties Corp., a Delaware corporation, (grantor), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, (grantee) a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBITS A & B

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build utilities, and other improvements including but not limited to municipal trail, water, sanitary and storm sewers, electricity, telephone, cable and natural gas, or other municipal purpose, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 8th day of August, 2017

Scott E. Butler
VICE PRESIDENT

STATE OF MASSACHUSETTS)
)ss.
COUNTY OF ESSEX)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 8th day of August, 2017, personally appeared SCOTT E. BUTLER as VICE PRESIDENT, of Convenience Stores Properties Corp., a Delaware corporation to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as himself free and voluntary act and deed for the uses for the uses and purposes herein set forth and as the free and voluntary act and deed of Convenience Stores Properties Corp., a Delaware corporation, for the uses and purposes herein set forth.

WITNESS, my hand and seal this 8th day of August, 2017



SUSAN A. PIERCY
Notary Public
Commonwealth of Massachusetts
My Commission Expires 2/6/2020

Susan A. Piercy
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

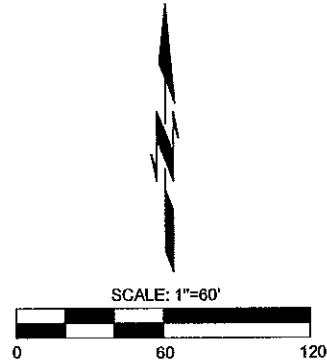
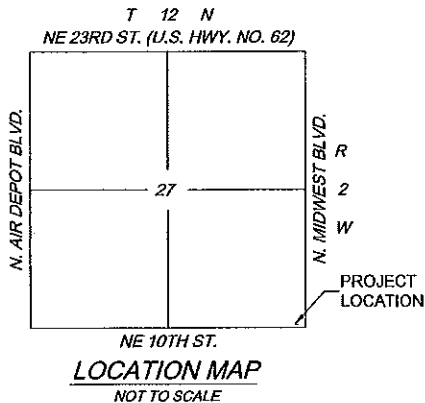
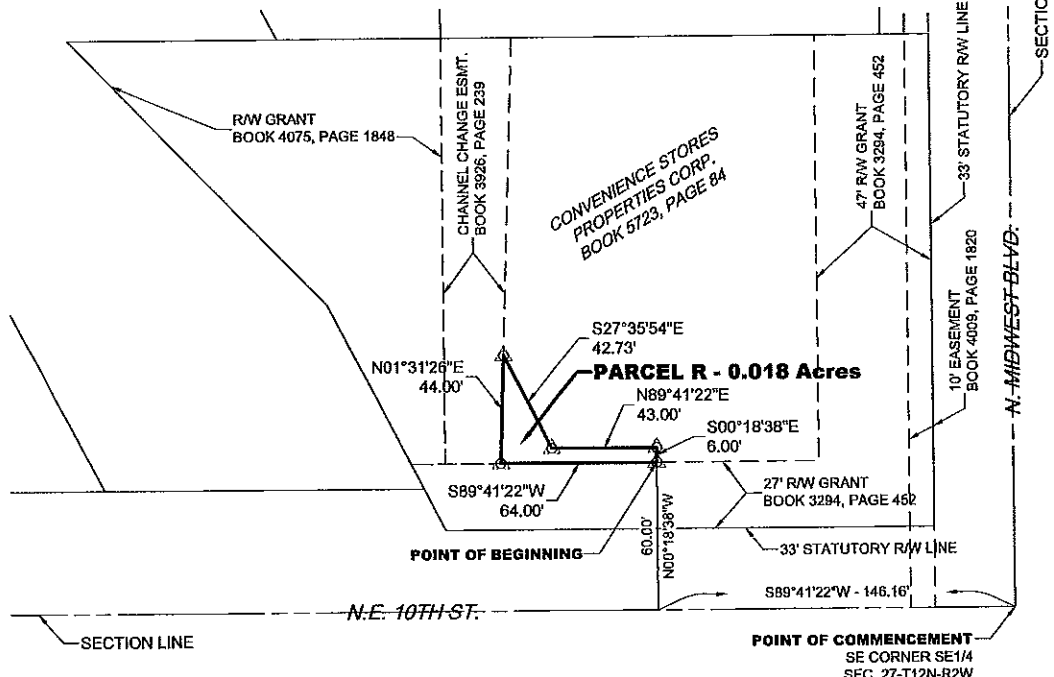
Approved by City Council _____ Date: _____

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

Mid-America Trail / Oklahoma County /JP 28817(04) STP-155E(919)EH

State Job Piece No. 28817 (05) Project No. STP – 255E (379) EH

EXHIBIT "A"
PARCEL R-PERMANENT EASEMENT
PART OF THE SE1/4 IN SEC. 27-T12N-R2W
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



BASIS OF BEARINGS
 GRID NORTH (N00°00'00\"/>

LEGEND
 Δ - POINT OF INTERSECTION

(SEE EXHIBIT "B" FOR LEGAL DESCRIPTION)

OWNER:
 CONVENIENCE STORES PROPERTIES CORP.

	COWAN GROUP ENGINEERING	
	7100 N. GLASSEN, SUITE 500	
	OKLAHOMA CITY, OK 73116	
	405-463-3369 O 405-463-3381 F	
	WWW.COWANGROUP.CO	
	CA# 6414 EXPIRES 6/30/2018	
CLIENT:	CITY OF MIDWEST CITY	
PROJECT NO:	15-303	
DATE:	04/05/2017	
REVISED DATE:		
DRAWN BY:	JWS	
PAGE:	PARCEL R-EXHIBIT "A"	

EXHIBIT "B"
PARCEL R-PERMANENT EASEMENT
PART OF THE SE1/4 IN SEC. 27-T12N-R2W
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 27, TOWNSHIP 12 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4;

THENCE S89°41'22"W ALONG THE SOUTH LINE OF SAID SE1/4 FOR A DISTANCE OF 146.16 FEET;

THENCE N00°18'38"W AND PERPENDICULAR TO SAID SOUTH LINE FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY LINE OF A RIGHT-OF-WAY GRANT RECORDED IN BOOK 3294, PAGE 452 WITH THE OKLAHOMA COUNTY CLERK'S OFFICE ON DECEMBER 17, 1965;

THENCE S89°41'22"W ALONG SAID NORTHERLY LINE AND PARALLEL TO THE SOUTH LINE OF SAID SE1/4 FOR A DISTANCE OF 64.00 FEET TO THE EASTERLY LINE OF A CHANNEL CHANGE EASEMENT RECORDED IN BOOK 3926, PAGE 239 WITH THE OKLAHOMA COUNTY CLERK'S OFFICE ON MARCH 03, 1970;

THENCE N01°31'26"E ALONG SAID EASTERLY LINE FOR A DISTANCE OF 44.00 FEET;

THENCE S27°35'54"E FOR A DISTANCE OF 42.73 FEET;

THENCE N89°41'22"E AND PARALLEL TO THE SOUTH LINE OF SAID SE1/4 FOR A DISTANCE OF 43.00 FEET;

THENCE S00°18'38"E AND PERPENDICULAR TO SAID SOUTH LINE FOR A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINING 0.018 ACRES MORE OR LESS.

BEARINGS ARE BASED ON GRID NORTH (N00°00'00"E) OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE.

THIS DESCRIPTION WAS PREPARED FROM THE PUBLIC RECORD ON APRIL 03, 2017 BY JUSTIN SMITH, PLS 1868, COWAN GROUP ENGINEERING, LLC. CERTIFICATE OF AUTHORIZATION CA 6414, EXPIRES ON JUNE 30, 2018.



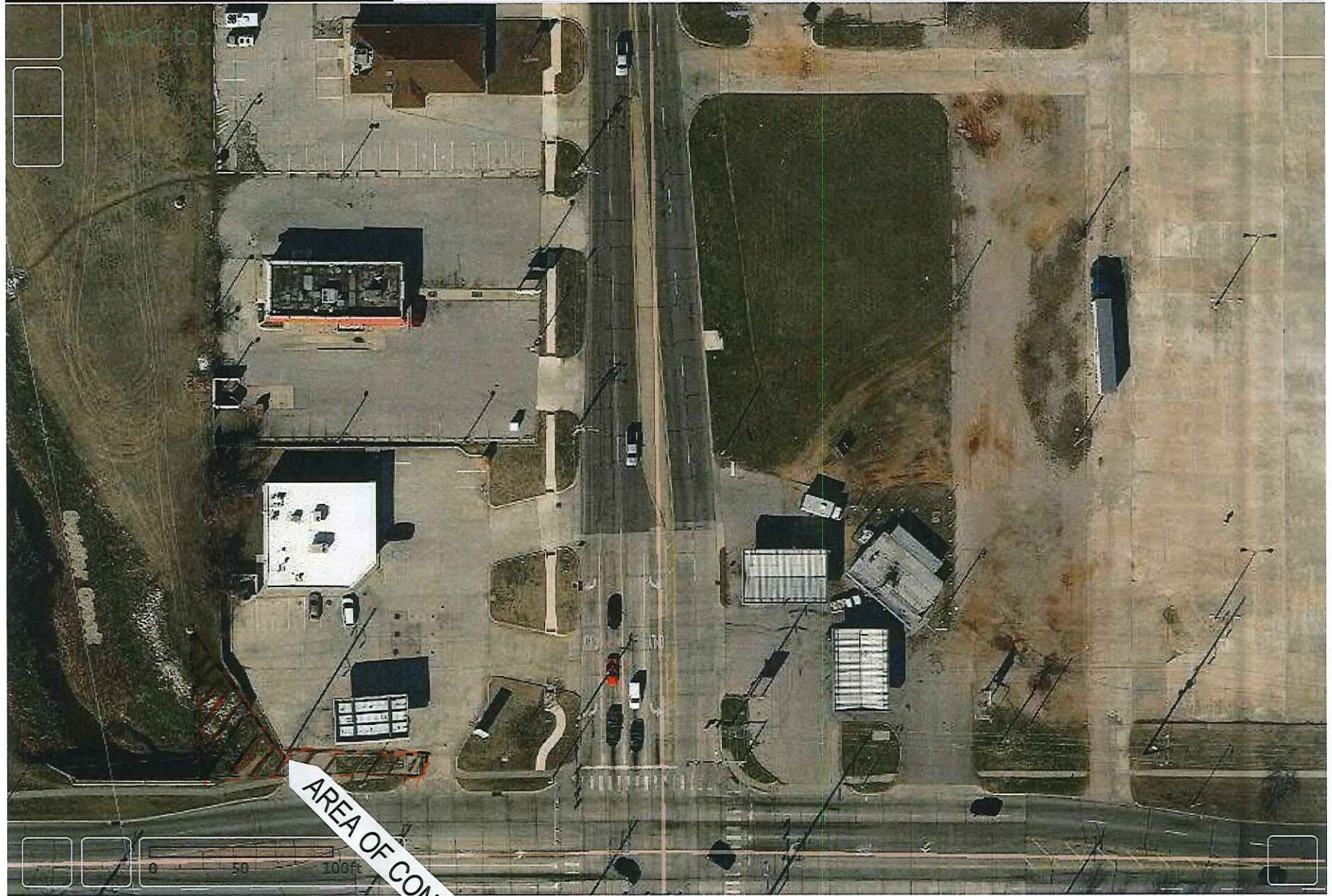
 JUSTIN SMITH, PLS 1868 DATE

OWNER:
 CONVENIENCE STORES PROPERTIES CORP.

	COWAN GROUP ENGINEERING
	7100 N. CLASSEN, SUITE 500
	OKLAHOMA CITY, OK 73116
	405-463-3869 O 405-463-3381 F
	WWW.COWANGROUP.CO
	CA# 6414 EXPIRES 6/30/2018
CLIENT:	CITY OF MIDWEST CITY
PROJECT NO:	18-33
DATE:	04/05/2017
REVISED DATE:	
DRAWN BY:	JWS
PAGE:	PARCEL R-EXHIBIT "B"



Center longitude: 97.3875 ° West. Visible Features: 1 features visible on OK County Boundary. 6 features visible on [Sign in](#)





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 12th, 2017

Subject: Discussion and consideration of ratifying and approving the entering into the FY 4239/18 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 in 1994. 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 _____, 2017, 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 2018 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 2017, 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, 2018 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 2018 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 2018, shall be submitted on or before **July 11, 2018**.

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, 2018**.

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

John G. Johnson, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Approved as to form and legality this _____ day of _____, 2017.

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



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
, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 12th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170514 from the State Department of Environmental Quality for the Oakwood Landing Waterline Extension Project, Midwest City, Oklahoma.

Permit No. WL000055170514 is for the construction of 2470 L.F. of six inch (6") water line for the Oakwood Landing Waterline Extension Project, 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 02, 2017

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

Re: Permit No. WL000055170514
Oakwood Landing Addition
Water Line Extension Project
PWSID No.: 1020806

Dear Mr. Henson:

Enclosed is Permit No.: WL000055170514 for the construction of approximately 2,470 L. F. of six (6) inch water line and appurtenances to serve the City of Midwest City Oakwood Landing 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 August 2, 2017. 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,

A handwritten signature in black ink, appearing to read "Robert B. Walker", is written over a horizontal line.

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Bruce Vande Lune, R. S., Regional Manager, DEQ
Brad Reid, P. E., Crafton Tull
Oklahoma City DEQ Office





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: WL000055170514

WATER LINES

PWSID NO.: 1020806

PERMIT TO CONSTRUCT

August 2, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 2,470 L. F. of six (6) inch water line and appurtenances to serve the City of Midwest City Oakwood Landing Addition Water Line Extension Project, located in part of NE-1/4 of Section 31, T-12-N, R-1-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved on August 2, 2017.

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), requiring a minimum fire flow of 1,000-gpm at one hour duration, for proposed one and two family residential housing with a fire surface area of not greater than 3,600-sf.
- 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.: WL000055170514

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 10-foot horizontal and 2-foot vertical separation between water and sewer lines as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, design and construct the sewer line pipe equal to water line pipe and pressure test in accordance with OAC 252:626-19-2(h)(3).

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

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





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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CURRENT PLANNING DIVISION
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COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

TO : Honorable Mayor and City Council

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

DATE : September 12th, 2017

SUBJECT : Discussion and consideration of entering into and approving an Agreement to perform traffic engineering services for the City of Midwest City in the amount of \$30,700 for the preparation of construction plans for the construction of traffic signals at Orchard/Douglas intersection and the Air Depot/railroad crossing (pedestrian).

The accompanying proposed agreement is for the construction plans for the construction of signals at Orchard/ Douglas intersection and the Air Depot/railroad crossing (pedestrian). The plans will then be submitted to the ACOG STP-UZA program to be constructed using 100% Federal Funds.

Staff recommends entering into the agreement

Patrick Menefee, P.E.
City Engineer

Attachment



1000 W. Wilshire Blvd, Suite 403-E
Oklahoma City, OK – 73116
Phone: 405.384.5127

LEE ENGINEERING

June 30, 2017

Brandon Bundy, P.E.
Assistant City Engineer
Community Development Department
City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

Re: Proposal for Turning Movement Counts at S. Douglas Blvd & Orchard Blvd and Traffic Signal Design at S. Douglas Blvd & Orchard Blvd and Air Depot Blvd & Light Rail in Midwest City, OK

Dear Mr. Bundy:

Lee Engineering, LLC (LEE) is pleased to submit this agreement to perform traffic engineering services for the City of Midwest City (Client). The services outlined below include the collection of turning movement counts at the intersection of S. Douglas Blvd. & Orchard Blvd. In addition this proposal also includes services to design a traffic signal installation at the intersection of S. Douglas Blvd & Orchard Blvd and a trail crossing pedestrian signal at Air Depot Blvd & Light Rail in Midwest City, OK.

Scope of Services

Task 1 – Data Collection

LEE will collect turning movement counts at the intersection of S. Douglas Blvd & Orchard Blvd using a camera that will determine number of cars, pedestrians, and bicycles at the intersection. Classification data will be used to determine percent of medium and heavy trucks. Counts will be collected for a 16-hour period from 5:00am to 9:00pm on a typical weekday. Counts will be taken during dry conditions and will only be performed while Midwest City Public Schools is in session.

Task 2 – Topographic Survey

A topographic survey of the following intersections will be performed:

1. S. Douglas Blvd & Orchard Blvd
2. Air Depot Blvd & Light Rail

Survey will be used to establish existing edge of roadway which will dictate placement of traffic signal poles and controller cabinet. The scope of services for the topographic survey shall include the following:

- Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction and shall be 5/8" IR with plastic cap.
- Establish a reference base line along the centerline of the major roadway
- Obtain ground elevations and topography of all above ground features within the vicinity of the traffic signal installations. In general, this will include 200-ft along the centerline of each roadway from right-of-way to right-of-way.
- Provide survey shots for all pavement markings and signage.
- Approximately locate underground utilities and/or structures that may be within the limits of the project.
- Topographic survey will be made available in AutoCAD and PDF format.

Task 3 – Traffic Signal Installation Plans

LEE will follow the work items below in preparing design plans, specifications, and cost estimate data for the traffic signal installation at S. Douglas Blvd & Orchard Blvd and a trail crossing pedestrian signal installation at Air Depot Blvd & Light Rail.

Based on signal design plan requirements, our plans will illustrate the proposed signal equipment to be installed at the intersections including signal poles, traffic signal controller cabinet, electrical service, intersection pavement markings (stop bars and crosswalks only), signal heads, ground boxes, detectors or detection system, conduit, and signal cables and conductors.

- LEE will gather data from the Client and/or their representative on the existing and proposed configuration of the intersection and utilities in the area (electronic AutoCAD format). This data will include any proposed roadway or paving files for new development and trail, and existing and proposed right-of-way files. Based on the information provided we will prepare a signal design basemap for the intersection.
- LEE will coordinate with the City on the trail pedestrian crossing to ensure curb radii, sidewalk and wheelchair ramp configurations are appropriate for proper installation of new traffic signal equipment.
- LEE will meet with the Client and/or ODOT or their representatives to discuss any intersection specific concerns, as necessary.
- LEE will prepare all necessary plan sheets for construction of the proposed traffic signal and pedestrian signal installation. The plans will conform with and will utilize ODOT

design standards. It is our understanding these plans will be submitted in one bid package. These plan sheets will include:

1. Title Sheet
2. Pay Items, Quantities and Notes sheet
- 3-4. Signal Plan Layout Sheets
- 5-6. Signal Phase Diagram Sheets with timing information
- 7-8. Wiring Diagrams
- 9-10. Signing and Striping Layouts
- 11-12. Traffic Control Plan Sheets

A draft set of all plan sheets will be provided to the Client for 60% plan-in-hand (PIH) review. After review, LEE will incorporate any necessary changes and prepare 90% Final Review Plans. After review of the 90% Final Review Plans, LEE will produce, sign, and seal 100% final plan sheets (11X17 and full size) for letting.

- LEE will prepare required technical specifications and cost estimate data for the signal installation. We will identify and gather all applicable standards and special specifications required for the signal construction. Quantity estimates for all signal related bid items will be tabulated along with up-to-date unit costs. A draft set of specifications, bid items, and cost estimate data will be submitted to the Client with the 90% Final Review Plan submittal. Upon review, we will incorporate any necessary changes and produce final specifications, bid item list, and estimate data.

Task 4 – Bidding and Construction Phase Assistance

It is our understanding that these signals will be bid and let through the ODOT process and as such LEE will serve in a limited capacity during the bidding and construction phases of this project. The limit of LEE's involvement includes:

- Answering bidder's questions
- Issuing addendum related to the traffic portion of the project
- Providing technical interpretation of the traffic signal plans
- Review of the Contractor's shop drawings and submittals
- Preparing record drawings

ADDITIONAL SERVICES

Any additional services not directly outlined in the above tasks, will be performed on an hourly basis as an amendment to this agreement. No work on additional services will begin until a signed amendment has been received from the Client. A copy of our standard rates is attached for your reference. Specific items not included in this agreement are:

- Preparing ROW plans, plats, or exhibits
- Paving Plans
- Any traffic capacity or operational analysis
- Bid letting through MWC process
- Construction Inspection

FEE AND SCHEDULE

LEE will complete the work outlined in the scope of services above in accordance with the fee and schedule listed below.

Task	Description	Schedule	Basis of Payment	Fee
1	Data Collection (\$75/hr, 16 hours of data collected)	15 calendar days after NTP (MWC PSD in session)	Lump Sum	\$1,200
2	Topographic Survey	30 calendar days (can be concurrent with Task 1)	Lump Sum	\$4,500
3	Traffic Signal Design Plans	45 calendar days for 60% PIH after completion of Task 2	Lump Sum	\$21,000
4	Bidding & Construction Phase Assistance	Throughout Contract	Hourly (NTE)	\$4,000
TOTAL		75 calendar days		\$30,700

If you have any questions, please contact me at (405) 808-9424. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

Accepted By:



Esther M. Shaw-Smith, P.E.
Project Manager

City of Midwest City

Date

**Lee Engineering
Terms and Conditions
May 11, 2017**

*MA
Shub*

Additional services as authorized by you will be performed at the following rates:

Principal	\$240.00/per hour
Senior Project Manager	\$205.00/per hour
Project Manager	\$170.00/per hour
Senior Program Manager	\$205.00/per hour
Program Manager	\$170.00/per hour
Senior Engineer	\$150.00/per hour
Project Engineer	\$130.00/per hour
Sr. Engineering Designer	\$115.00/per hour
Engineering Designer	\$ 95.00/per hour
Senior ITS System Designer	\$175.00/per hour
ITS System Designer	\$130.00/per hour
Senior Technician	\$100.00/per hour
Technician	\$ 60.00/per hour
Admin Assistant/Accountant	\$ 75.00/per hour
Secretarial	\$ 50.00/per hour
Intern	\$ 45.00/per hour
Highway travel	IRS Allowable Rate
Meals, lodging, air fares	out-of-pocket costs
Other Direct Expenses	at cost

TERMS AND CONDITIONS:

1. Invoices will be submitted monthly.
2. Invoices are due and payable when received.
3. Interest at the rate of 1.5% per month will be applied to invoices not paid within 30 days of initial billing date.
4. We reserve the right to cease work on delinquent accounts.
5. Contracting party is responsible for paying all fees and expenses associated with all activities related to an engagement. Credit will be given for payments received directly from clients of the contracting party or from others.
6. The retainer fee will be credited against fee with the final invoice.
7. In addition to invoices rendered and interest thereon, contracting party agrees to pay any and all legal fees and costs incurred in collecting overdue accounts.
8. Rates are subject to change annually. Work performed in subsequent years will be charged at the adjusted rates.
9. Draft reports are for review purposes only and are not to be released to any entity that is not party to this agreement.
10. Extra copies of reports will be billed at \$10.00 per copy.
11. All contracts shall be subject to the laws of the State of Arizona.

S:\standard rate2017.doc

June 30, 2017

Esther M. Shaw-Smith, PE, PTOE
Project Manager
Lee Engineering, LLC
1000 W Wilshire Boulevard, Suite 403-E
Oklahoma City, OK 73116

RE: Midwest City Intersection Surveys
Midwest City, OK

Dear Ms. Smith:

Pursuant to our conversation, Cowan Group Engineering, LLC (CGE) (Consultant) appreciates your interest in our professional services and welcomes the opportunity to present a proposal to you for the land survey services for the subject project. The following outlines general project data and detailed scope of services for the subject project:

GENERAL PROJECT DATA

Our proposal for services is based on the following site data:

- Project Name – Midwest City Intersection Surveys
- Project Location – Intersection of S. Douglas Blvd & Orchard Blvd; and Air Depot Blvd & Light Rail (Refer to Attachment “A1” & “A2”)
- Project Owner – City of Midwest City (Owner)
- Project Client – Lee Engineering, LLC (Client)
- Project Type – Land Survey

GENERAL CORRESPONDENCE & MEETINGS

- Client/Owner to deliver to Consultant all reports, drawings, sketches in electronic format, as applicable
- General correspondence & meetings with Client/Owner

BASIC SCOPE OF SERVICES

The basic scope of services includes the land survey for traffic signal improvements at the intersections of S Douglas Boulevard & Orchard Boulevard; and Air Depot Boulevard & Light Rail.

Task One – Land Survey

- Coordinate one (1) on-site kick-off review meeting with Client
- Survey extents for the project shall be according to Attachment “A1” & “A2”, approximately 200 feet along the centerline of each intersection roadway from right-of-way to right-of-way.

- Topographic Survey. Field survey of topographic features including: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, pavement markings, and signage, etc.
- Scope includes horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system and/or City of Midwest City land control. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates North Zone. Establish control using known primary control points or benchmarks. Permanent control points will be set outside the limits of construction and shall be 5/8" IR with plastic cap.
- Set and identify two (2) benchmarks relative to NAVD 88 for vertical control
- Research and secure property ownerships, right-of-way, and easements
- Contact and locate each privately owned Utility
- Provide Client with topographic survey in AutoCAD and/or PDF format

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B".

Additional services may include the following, but not limited to:

- Design or Construction Drawings
- Construction surveying Subsurface Geotechnical Investigation
- Utility relocation design coordination or construction drawings related to off-site
- Phase I environmental study and clearance
- Right of way or easement acquisitions
- ROW/Easement survey staking
- Permit fees for City, County or State
- Construction material testing
- Construction surveying
- Land Survey for record drawings

BASE CONTRACT FEE STRUCTURE (as outlined above)

ITEM	DESCRIPTION	FEE
	Basic Scope of Services	
1	Land Survey	4,500
	Total:	\$4,500

SCHEDULE

Upon Notice to Proceed field work can begin. Call OKIE requires a 48 hour notice before utilities can be marked. The survey will be sent within two (2) weeks of notice to proceed.

REIMBURSABLE EXPENSES

The following expenses shall be considered as reimbursable expenses:

- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)

COMPENSATION

For BASIC CONTRACT land survey services performed under this agreement, the Owner shall pay the Consultant **a lump sum fee amount of \$4,500.00** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Consultant will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Printing and deliverables will be considered as a Consultant direct expense and will be billed to you at the actual costs.

ATTACHMENTS

As a supplement to this proposal please find the following documents:

- **Attachment "A1"** – Site Location - S. Douglas Blvd & Orchard Blvd
- **Attachment "A2"** – Site Location - Air Depot Blvd & Light Rail
- **Attachment "B"** – CGE 2017 Hourly Rate Schedule

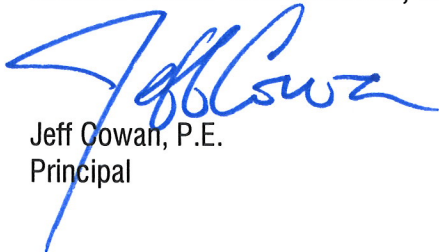
TERMS AND CONDITIONS

See Cowan Group Engineering, LLC's Mandatory STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at <http://www.cowangroup.co/terms-conditions>

If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted. Should you have any questions, please do not hesitate to contact the undersigned or Mr. Justin Smith, PLS at 405.463.3369 or justin@cowangroup.co.

Sincerely,

COWAN GROUP ENGINEERING, LLC



Jeff Cowan, P.E.
Principal

NOTICE TO PROCEED

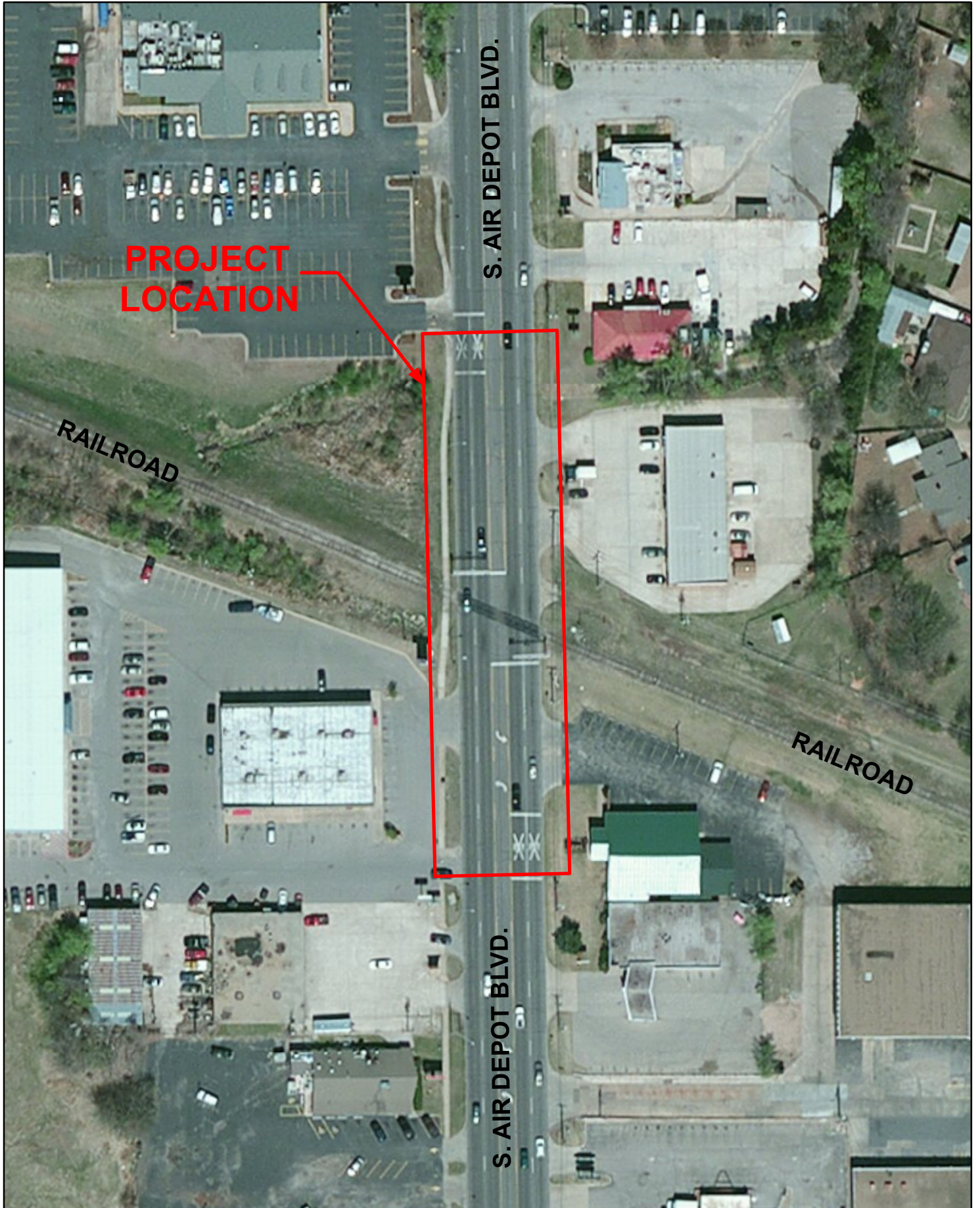
The above proposal is understood and accepted. By accepting this proposal you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: _____
(Signature)

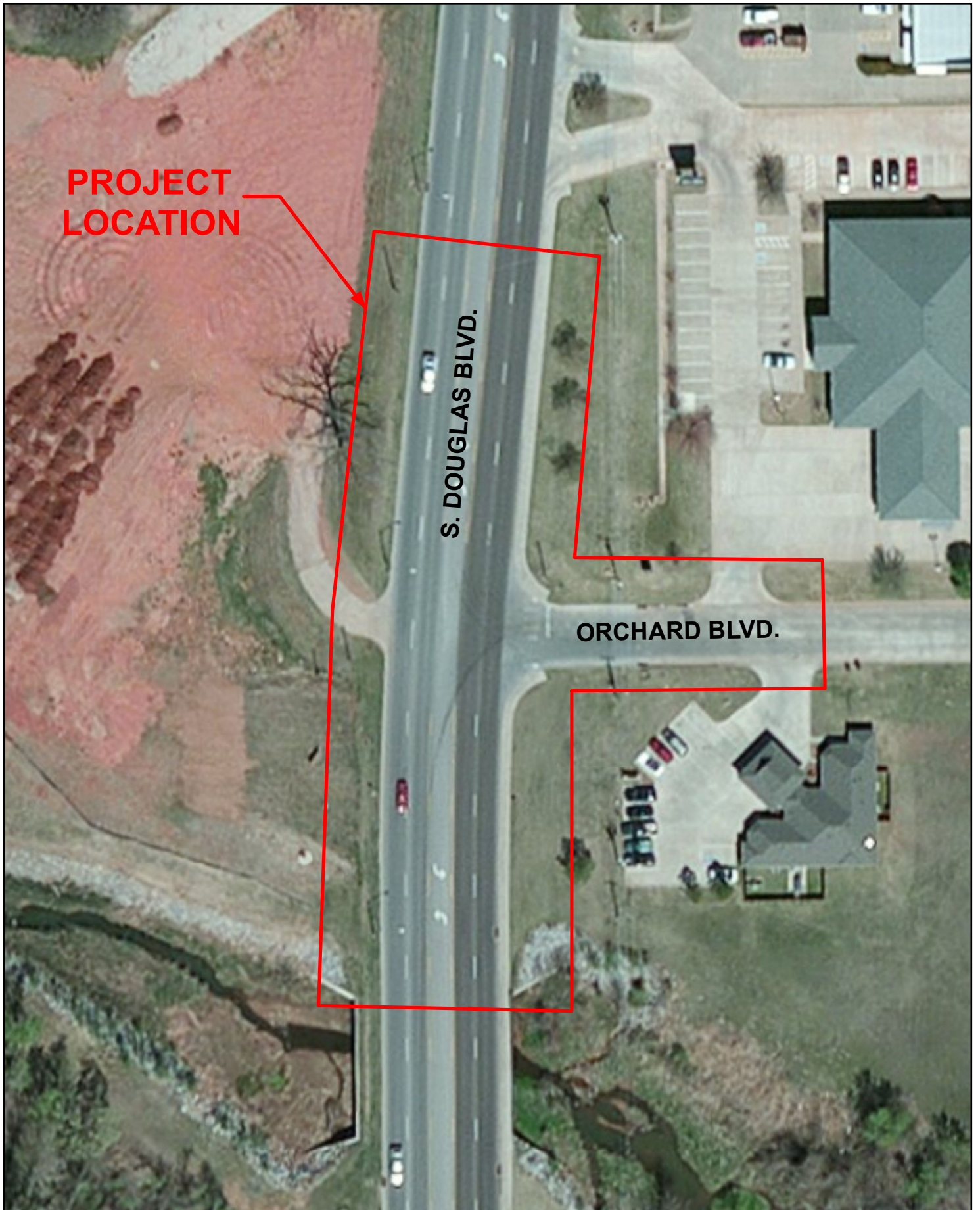
For: _____
(Organization)

Date: _____

ATTACHMENT "A1"



ATTACHMENT "A2"



ATTACHMENT "B"



2017 Professional Hourly Rates

Professional Services

Principal	\$190.00
Associate	\$169.00
Client Manager	\$162.00
Project Manager	\$159.00
Project Engineer III	\$146.00
Project Engineer II	\$138.00
Project Engineer I	\$128.00
Engineer Level II	\$116.00
Engineer Level I	\$105.00
Engineering Technician II	\$99.00
Engineering Technician I	\$91.00
CAD Technician	\$82.00
Survey Manager	\$133.00
Survey Crew	\$165.00
Survey Crew - Scanner	\$255.00
Construction Services Administrator	\$125.00
Resident Project Representative II	\$98.00
Resident Project Representative I	\$90.00
Administrative	\$95.00
Clerical	\$65.00
Intern	\$45.00

Expenses:

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	IRS Allowable

The rates and expenses described may be revised annually



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: September 12th, 2017

Subject: Discussion and consideration of authorizing and entering into an Agreement for Temporary Railroad Crossing Maintenance with the Stillwater Central Railroad, L.L.C. for the Oklahoma Department of Transportation rail crossing located at Air Depot Boulevard.

The agreement will allow city personnel and contractors to do maintenance on the above mentioned rail crossing without additional written permission from Stillwater Central Railroad L.L.C. Stillwater Central Railroad L.L.C. is the current leaseholder of this ODOT owned rail corridor and has authority over all of the road crossings. The city cannot do any maintenance or construction at these crossings without prior consent. This agreement will allow the city temporary full access to the crossing to do maintenance and repairs required to smooth the crossing. This agreement does give permanent responsibility of the crossing's maintenance to the City. That responsibility will be returned to Stillwater Central Railroad L.L.C. after the repairs are complete.

Staff recommends approval.

Patrick Menefee, P.E.,
City Engineer

Attachment

AGREEMENT FOR TEMPORARY
RAILROAD CROSSING MAINTENANCE

THIS AGREEMENT, made and entered into this 12th day of September, 2017 by and between the CITY OF MIDWEST CITY, OKLAHOMA, hereinafter referred to as the "City" and STILLWATER CENTRAL RAILROAD, L.L.C., hereinafter referred to as the "Railroad";

Whereas, there are existing railroad crossings in Midwest City, Oklahoma which crosses City right of way, hereinafter referred to as the "Crossing"; and

Whereas, City desires temporary access to the Air Depot Boulevard Crossing to perform one time maintenance and asphalt work at the Air Depot Boulevard Crossing, hereinafter referred to as the "Project"; and

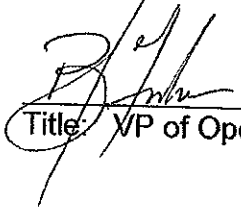
Whereas, Railroad is agreeable to City performing the crossing surface work, subject to Railroad's right to re-open such Crossing and move rail traffic over such Crossing at any time in the future as rail traffic volumes may require.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectfully kept and performed as hereinafter set forth, it is hereby agreed as follows:

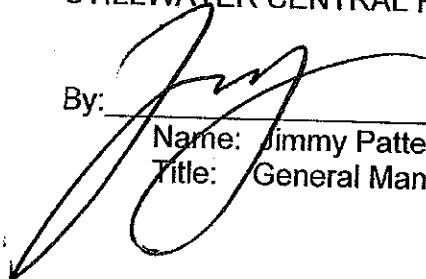
1. The City shall provide the necessary materials, labor, and equipment to perform the work for the Project at the Crossing. All costs and expenses for the project shall be borne solely by the City.
2. Railroad reserves to itself, its grantees, licensee, lessees, successors, and assigns, the right to re-open the Crossing and move rail traffic over such Crossing at any time in the future as rail traffic volumes may require.
3. This Agreement shall be construed in accordance with Oklahoma law.
4. This agreement shall be binding on the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in three counterparts, each of which shall be considered and original, by their fully authorized officials as of the day and date first written above.

WITNESS


Title: VP of Operations

STILLWATER CENTRAL RAILROAD, L.L.C.

By: 
Name: Jimmy Patterson
Title: General Manager

WITNESS

CITY OF MIDWEST CITY, OKLAHOMA

Title: City Clerk

By: _____
Title: Mayor

APPROVED AS TO FORM AND LEGALITY this by the CITY OF MIDWEST CITY, OKLAHOMA this _____ day of _____ 2017.

By: _____
Title: City Attorney



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: September 12, 2017

SUBJECT: Discussion and consideration of renewing the Correctional Communications Services Agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility for fiscal year 2017-18.

The Midwest City Police Department requests the Council renew the current agreement with City Tele-Coin Company, Inc. to provide inmate pay telephone services at the Midwest City Police Department Jail facility. The terms of the agreement shall be from July 1, 2017 through June 30, 2018.

In consideration of Midwest City Police Department providing space to City Tele-Coin Company for inmate telephone equipment and software, City Tele-Coin Company will compensate the City of Midwest City by paying a commission of fifty-two percent (52%) of all Usage Revenue generated through Traditional Collect, Prepaid Collect and Prepaid Inmate Calling Card telephone traffic (local, intraLATA, interLATA and Interstate) originating from the facility managed by the Midwest City Police Department. City Tele-Coin Company will pay all commissions on a monthly basis along with a monthly report of all monies. Based on last year's revenue numbers from inmate telephone services, the City could receive approximately \$1,512.73 in commissions. City Tele-Coin Company will provide this service and equipment at no cost to the City of Midwest City.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

CORRECTIONAL COMMUNICATIONS SERVICES AGREEMENT

Made on this, the _____ day of _____, 2017, by and between these parties:

City Tele-Coin Company, Inc. (hereinafter referred to as "CTC"), and

Midwest City Police Department (hereinafter referred to as "MIDWEST")

WHEREAS, MIDWEST has requested CTC to perform the services hereinafter described and CTC has agreed to perform such services, subject to the terms and conditions hereinafter set out:

NOW IN CONSIDERATION of the payment of fees provided hereinafter and other terms and conditions hereinafter set out, MIDWEST and CTC hereby agree:

(A) THE WORK

MIDWEST agrees that it is the manager of the locations listed directly hereunder in *Section A.1 - Locations*, and that said locations require inmate and pay telephone communication services, and that said communications services are to include all local, *interLATA*, *intraLATA*, and interstate telephone services. CTC shall install, service, and maintain inmate and pay telephone services using methods consistent with sound, generally recognized practices ordinarily associated with the type of work to be performed, to include all existing and future facilities under the management of MIDWEST. CTC will be responsible for any and all local, long distance, and equipment charges. CTC shall remit to MIDWEST its portion of the revenues as set out herein below. Parties acknowledge that CTC shall be the exclusive provider of such services during the time this agreement is in force and effect.

(1) LOCATIONS

- (a) **Midwest City Jail**
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(B) COMMISSIONS

As to any inmate phone that is located within those locations listed in Section A.1 whereby service to that phone is being provided by CTC successive of cut-over, revenue shall be deemed commissionable and henceforth payable by CTC to MIDWEST commencing with the exact point in time in which the first billable or prepaid call has been initiated from that phone; moreover, such revenue shall remain commissionable and payable on any such phone until service to that phone has been reassigned through contractual reassignment.

- (1) CTC shall remit to MIDWEST 52% (Fifty-Two Percent) of all Usage Revenue generated through *Gross Collect and Direct Pay* telephone traffic (local, intraLATA, interLATA, and interstate) originating from the facility managed by MIDWEST, as listed in Section A "The Work" and processed by CTC's call processing system. CTC shall issue to MIDWEST, a Purchase Discount of 52% (Fifty-Two Percent) on *Prepaid Inmate Calling Cards* at any time such purchase is made by MIDWEST. CTC will pay all said commissions on a monthly basis along with a monthly report of all said monies.
- (2) *Remittance and Acceptance* – Remittance of commissions shall commence Twenty (20) Days after installation of equipment. Furthermore, CTC shall remit commission payments to MIDWEST on a monthly basis on or around the 20th day of each month. Any objection to a commission payment shall be brought to the attention of CTC by way of written notice by MIDWEST, and shall be made within 30 days after receiving said commission payment. *Acceptance* of said commission payment shall be final and binding if no objections are brought forth after 30 days after receipt thereof.
- (3) *Adverse Conditions* – The parties acknowledge that any time while this contract is in force and effect, the Public Utility Commission of Texas, the Louisiana Public Service Commission, the Federal Communications Commission, or any other governmental or regulatory agency that has legal authority over inmate telecommunications, may change rates or impose restrictions or otherwise modify any rules or regulations under which inmate telecommunications are currently operating, so that such changes, restrictions, or modifications affect inmate telephone traffic in a way that causes MIDWEST'S generated revenue from such traffic to be adversely affected.

(C) TERMS

The initial term of this contract shall be for a period of Twelve (12) months, with the initial term beginning date being July 1, 2017. The initial term completion date shall be June 30, 2018. Both parties, at their option, have the right to renew or cancel this contract, without cause, by complying exactly with the following procedure. A party desiring to cancel this contract shall give written notice of its intent to cancel by sending notice by certified mail, return receipt, to the address for the other party shown in Paragraph "I" of this contract, proper postage attached. This notice to cancel shall, and must, be mailed and therefore postmarked Ninety (90) days prior to the initial term completion date of June 30, 2018. Should neither party provide the required mandatory notice as set out hereinabove, this contract shall automatically roll over and therefore renew with the same provisions as set out herein, for another full term of Twelve (12) months, with the new roll over or renew term beginning on July 1, 2018. The renew or rollover completion date shall be on June 30, 2019. This renewal or roll over provision shall continue at each new completion date unless notice of intent to cancel is given per the procedure set out hereinabove.

(D) ASSIGNMENT

CTC's interest in and to this service agreement may be transferred or assigned, at the discretion of CTC, to any banking or financial institution to provide the financial requirements needed to provide the equipment and services listed in this agreement, or any other legal entity.

(E) EQUIPMENT

CTC agrees to provide for MIDWEST adequate equipment with the ability to perform monitoring, recording, and cut off switches. CTC has the right, and maintains the right, to remove or relocate any telephone equipment, from any location which is the subject of and governed by the terms of this agreement that CTC, in its sole and absolute discretion, determines is not economically profitable. The removal or relocation of the equipment shall not be undertaken until MIDWEST is given ten (10) days written notice of CTC's intent to remove said equipment. The removal of equipment under terms herein shall in no way create or constitute a default of the terms of this contract. CTC agrees that upon removal or relocation of equipment it will restore the site where said equipment was removed from to its original condition. This excludes ordinary wear and tear, any condition(s) resulting from prior material, and any condition(s) resulting from actions of individuals other than employees or agents of CTC. CTC agrees to install and maintain at least the minimum number of coin-less inmate telephones as needed at the facility and/or as many as requested by MIDWEST, subject to industry standards.

(F) OBLIGATIONS OF MIDWEST

MIDWEST agrees to undertake and perform the following: (i) Protect the equipment from abuse and report any damage(s), service problem(s), and/or hazardous condition(s) to CTC; (ii) Provide all necessary power and space for proper installation and maintenance of the equipment; (iii) Provide safe and secure access to the equipment by CTC and its employees or agents as needed by CTC; (iv) Allow CTC to affix signs to the equipment, as required by law. Said signs are to be furnished by CTC, and MIDWEST will not allow any other signs, equipment or information to be affixed to the equipment or in the immediate area unless mutually agreed to by both parties.

(G) DEFAULT

In the event either party fails to perform one of its obligations under this agreement (i) *by defaulting on a payment due; (ii) by non-performance or by interfering with the other party's performance or ability to perform; or (iii) through inability to perform their obligations under this agreement*, and such default or failure continues for more than thirty (30) days after the non-defaulting party shall have given the defaulting party written notice specifying such default and demanding that the default be remedied or, in the case of any such default which cannot be remedied with thirty (30) days, if defaulting party fails to proceed promptly to remedy any such default receiving such notice, (iv) *or if either party shall make voluntary assignment in bankruptcy or proposal to its creditors or take any similar action or if any bankruptcy, reorganization, proposal, insolvency, receivership, or similar proceeding is instituted against either party hereto or involving substantially all of its property and, in the case of such proceeding instituted against such party and not consented to by such party, such proceeding is not discontinued or dismissed with thirty (30) days from the date of its commencement*, then the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party. No failure of either party hereto to enforce any remedy available to it or delay of such party shall be considered to prohibit such party from enforcing any such remedy. The rights and remedies of the parties hereto contained in this Agreement shall not be exclusive but shall be cumulative, in addition to all other rights and remedies existing at law or in equity available to the parties hereto.

(H) GOVERNING LAW

This Agreement and the rights and obligations of MIDWEST and CTC hereunder shall be subject to and interpreted in accordance with the laws of the State of Oklahoma.

(I) NOTICES

Notices or other communications required to be given under this agreement, other than those covered in Paragraph (L), shall be in writing and may be delivered by courier or prepaid certified mail and addressed as follows:

TO MIDWEST: Midwest City Police Department

Attn: Chief Brandon Clabes
100 North Midwest Boulevard
Midwest City, Oklahoma 74834

(PH) 405-739-1302
(FX) 405-739-1398

TO CTC: City Tele-Coin Company, Inc.

Attn: Jerry Juneau, Sr.
4501 Marlena Street
Bossier City, Louisiana 71111

(PH) 318-746-1114 or 800-682-0707
(FX) 318-746-1214

(J) EQUIPMENT OWNERSHIP

MIDWEST acknowledges and agrees that CTC shall remain the sole and exclusive owner of all inmate telephone equipment, from the interface to, and including, the telephone.

(K) HOLD HARMLESS

- (1) As allowed by Oklahoma law, MIDWEST agrees to defend, hold harmless, and indemnify CTC from any and all damages, of any nature and kind, caused by MIDWEST, its agents, employees, or assigns, whether the damage be to the person or property, and shall include but not be limited to attorney fees incurred by CTC in defense of a claim for damages caused by MIDWEST. Further, specifically, but not limited to any and all damages that are in any way, shape, or form related to the improper or illegal use by any individual, including but not limited to inmates, of any exposed conduit installed by CTC, whether the damage be to the person or property, including but not limited to attorney's fees incurred by CTC in defense of any such damage or claim for any such damage(s).
- (2) CTC agrees to defend, hold harmless, and indemnify MIDWEST from any and all damages, of any nature and kind, caused by CTC, its agents, employees, or assigns, whether the damage be to person or property, and shall include but not be limited to attorney fees incurred by MIDWEST in defense of claim for damages caused by CTC.

(L) REPAIR SERVICE

CTC shall provide reasonable response time for repairs Monday through Friday, 9 a.m. to 5 p.m. CTC shall respond within 24 hours after receipt of verbal notice, email notice, or facsimile notice, as set out herein below, except where it is impossible to restore the service due to acts beyond the control of CTC such as riot, fire, war, flood, parts unavailability, and strike.

- (i) Verbal Notice 318-629-0760
- (ii) Facsimile Notice..... 318-746-1214
- (iii) E-Mail Notice..... jerry@citytelecoin.com, jerryjr@citytelecoin.com
- (iv) Emergency..... 318-746-3920 or 318-747-9208

(M) PREPAID CALLING CARDS

Prepaid calling cards will be provided to **MIDWEST** to be used for resale to inmates at **MIDWEST** only. The prepaid cards provided will not be subject to return or refund. Calling cards are subject to any applicable per charge surcharge fee together with all federal, state, and local taxes. All calling cards will be honored beginning with their first use or sale. Should you desire a third-party commissary operator to handle the prepaid calling card purchases for your facility, we will work with said commissary operator to facilitate the sale of calling cards to you. It is your obligation to notify CTC in writing as to the name of the commissary operator you wish to use for the sale of the cards to you. The change to commissary operative will become effective upon our receipt of your notice to change. The change to a commissary operative will not affect your liability for the cost of the cards. You will remain primarily liable for said cost of purchase.

CTC shall invoice you for each of your orders for calling cards. All applicable sales taxes and other charges, including to shipping and handling, will be included in said invoice. You specifically agree to pay said invoice within thirty (30) days of your receipt of your order. Should you provide CTC with a Sales and Use Tax Resale Certificate wherein you take responsibility for, and assume the sole liability for, charging and collecting applicable taxes from the end users, and for remitting said taxes to the proper taxing authority, CTC will not charge the sales taxes on the purchase invoice submitted to you upon purchase of the prepaid calling cards.

MIDWEST acknowledges that the prepaid calling cards invoice may be subject to a discount as agreed by the parties. The sales invoice will show the face value of the cards less the discount, if any, together with sales tax, shipping and handling charges and will be due and payable thirty (30) days after receipt of the order. Should the invoice not be paid within said thirty (30) days, CTC hereby reserves, and **MIDWEST** hereby authorizes, CTC to charge reasonable interest on any amounts past due. Further, should the invoice amount not be paid within the thirty (30) day period, you specifically authorize CTC to deduct the balance due from any earned commissions which you may have coming due from CTC. It is understood that sales taxes will be charged unless a valid reseller's certificate is received by CTC prior to the time of sale.

--- REMAINDER OF PAGE LEFT BLANK ON PURPOSE ---

(N) ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may be modified or amended only by written agreement signed by both parties.

(O) SEVERABILITY

If any term, sentence, paragraph, or provision of this agreement or the application thereof, be deemed invalid or unenforceable, the remaining terms, sentences, paragraphs, and provisions shall not be affected and shall remain valid and enforceable to the maximum extent allowed by law and the terms of this agreement.

(P) TECHNOLOGY BONUS

- (1) CTC shall remit to MIDWEST an annual Technology Bonus in the amount of \$2,000.00 (Two Thousand Dollars and Zero Cents) worth of Prepaid Inmate Calling Cards, due each time contract enters new rollover year.

THIS DONE AND SIGNED on this _____ day of _____, 2017.

Midwest City Police Department

By: _____

Signature

Brandon Clabes

Print Name

Police Chief

Title

ATTEST:

Sara Hancock, City Clerk

Midwest City, Oklahoma

By: _____

Signature

Matthew D. Dukes II

Print Name

Mayor

Title

APPROVED as to form and legality this
_____ day of _____, 2017.

Philip W. Anderson, City Attorney

THIS DONE AND SIGNED on this 11th day of August, 2017.

City Tele-Coin Company, Inc.

By: _____

Signature

Gerald L. Juneau

Print Name

President & CEO

Title



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: 405-739-1066 /Fax: 405-739-1090

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Assistant Public Works Director

Date: September 12, 2017

Subject: Discussion and consideration of awarding the FY17-18 bid for a city-wide Utilities On-Call contract to Krapff Reynolds Construction Co. who submitted the lowest and best bid.

On Tuesday, June 20, 2017 at 2:00 p.m. the City of Midwest City opened bids for the FY17-18 city-wide Utilities On-Call contract. Krapff Reynolds Construction Co., Cimarron Construction Co., Luckinbill Inc. and Holland Backhoe submitted bids. Staff recommends accepting the bid from Krapff Reynolds Construction Co. who provided the lowest and best bid.

Funds are budgeted and available, if necessary, in Water, Wastewater, Line Maintenance and Community Development department budgets.

Staff recommends approval.

R. Paul Streets
Assistant Public Works Director

Attachment: Bid Tabulation Sheet

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

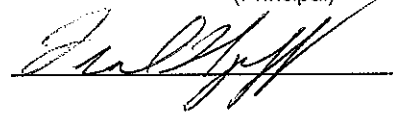
KNOWN ALL BY THESE PRESENTS, That we, Krapff-Reynolds Construction Company, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto The City of Midwest City, OK 100 N. Midwest Blvd., Midwest City, OK 73110, as Obligee, in the sum of Five Percent of the Total amount of the Bid Dollars***** Dollars (5% of the Total Amount of Dollars Bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for City-Wide Utility On Call Contract ("Project").

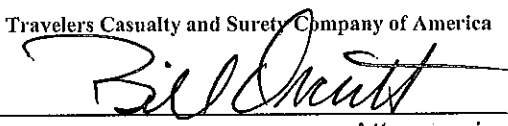
NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 20th. day of June, 2017.

**KRAPFF-REYNOLDS CONSTRUCTION COMPANY
(Principal)**

By: 

Travelers Casualty and Surety Company of America

By: 
Bill Orcutt , Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229122

Certificate No. 007030789

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gary M. Jarmon, Jeffrey J. Burton, V. David Dutton, Michael F. Ross, Jana D. Dean, Bill Orcutt, Dillon Rosenhamer, Carrie True, and Jana Taylor

of the City of Oklahoma City, State of Oklahoma, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 2nd day of November, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the 2nd day of November, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

ITEM
NO. DESCRIPTION

ADDENDUM NO. 1

DATE: JUNE 12, 2017

**To Plans, Contract Documents, and Specifications for the City-Wide Utility On-Call Contract
Midwest City, Oklahoma**

This addendum shall be a part of the Plans, Contract Documents, and Specifications to the same extent as though it were originally included therein, and it shall supersede anything contained in the Plans, Contract Documents, and Specifications with which it might conflict.

Note: Receipt of this Addendum shall be acknowledged on the submitted Proposal Form in the space provided. Failure to do so may subject Bidder to disqualification.


Bidding Documents:

- Corrected detailed bid tab to reflect correct quantities and description on Emergency pay items
- Removed incidental trenching from waterline installation, referred to trenching pay item
- Changed 6' to 10' in both trenching pay items
- Added pay items for traffic control
- Reduced pay item quantities

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by having the space provided below signed by a corporate officer representing the company submitting the bid. This addendum acknowledgement sheet shall be submitted with the bid. Further, acknowledgment of receipt of this Addendum must be made in the proposal. Bids submitted without these acknowledgments will be considered informal.

Receipt acknowledged and conditions agreed to:

KRAPPE Reynolds Const Co
Bidder


By

6-20-17
Date

BID

Proposal of KRAFF Reynolds Const. Co
_____ (hereinafter called BIDDER"),

organized and existing under the laws of the State of OKLAHOMA
doing business as * A CORPORATION

To the **CITY OF MIDWEST CITY** (hereinafter called "CITY").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of the following:

**CITY OF MIDWEST CITY
City-Wide Utility On-Call Contract**

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under the contract documents on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within **SIXTY (60)** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per day for each consecutive calendar day thereafter as provided in Section 14 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

Add No. ONE 6-12-17

* Insert "a corporation," "a partnership" or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sum as indicated on the detailed bid form. The CITY shall have the option to deduct any or all of the bid items at the unit cost or lump sum provided by the BIDDER.

TOTAL BID (from DBF) \$ 131,834⁵⁰
one hundred thirty one thousand eight hundred thirty four and fifty cents
(Total dollars written)

Respectfully submitted:

[Signature]
Signature

2400 NE 4th OKC OKIA 73117
Address

President
Title

6-20-17
Date

License Number (if applicable)

(SEAL - If Bid is by a Corporation)

ATTEST: *[Signature]*

DETAILED BID FORM
CITY OF MIDWEST CITY
City-Wide Utility On-Call Contract

Detailed bids shown below shall reflect all related project costs including, but not limited to, equipment, materials, labor, overhead and profit for installation and construction of each item per the drawings and specifications. Contractor is responsible for verifying quantities. See Appendix I to the Instructions to Bidders for directions and a sample Detailed Bid Form.

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	% of \$5,000		Emergency Mobilization & Begin within 8 hours of notification (Level 1)		
	<u>ninty</u> (Percent per unit written)		Percent of \$5,000	\$ <u>90</u>	\$ <u>4,500⁰⁰</u>
2.	% of \$5,000		Emergency Mobilization & Begin within 48 hours of notification (Level 2)		
	<u>sixty</u> (Percent per unit written)		Percent of \$5,000	\$ <u>60</u>	\$ <u>3,000⁰⁰</u>
3.	% of \$5,000		Emergency Mobilization & Begin within 1 week of notification (Level 3)		
	<u>ten</u> (Percent per unit written)		Percent of \$5,000	\$ <u>10</u>	\$ <u>500⁰⁰</u>
4.	60	S.Y.	Solid Slab Sodding		
	<u>two & fifty cents</u> (Dollars per unit written)		Dollars	\$ <u>2⁵⁰</u>	\$ <u>150⁰⁰</u>
5.	5	C.Y.	Unclassified Excavation		
	<u>ten</u> (Dollars per unit written)		Dollars	\$ <u>10⁰⁰</u>	\$ <u>50⁰⁰</u>
6.	5	C.Y.	Unclassified Borrow		
	<u>ten</u> (Dollars per unit written)		Dollars	\$ <u>10⁰⁰</u>	\$ <u>50⁰⁰</u>
7.	5	C.Y.	Unclassified Borrow (Topsoil)		
	<u>fifteen</u> (Dollars per unit written)		Dollars	\$ <u>15⁰⁰</u>	\$ <u>75⁰⁰</u>
8.	10	C.Y.	Aggregate Base, Type "A"		
	<u>forty five</u> (Dollars per unit written)		Dollars	\$ <u>45⁰⁰</u>	\$ <u>450⁰⁰</u>
9.	10	C.Y.	Granular Backfill		
	<u>fifteen</u> (Dollars per unit written)		Dollars	\$ <u>15⁰⁰</u>	\$ <u>150⁰⁰</u>

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
10. <i>eighty five</i> (Dollars per unit written)	10	S.Y.	6" Dowell Jointed PCC Pavement	Dollars \$ <u>85⁰⁰</u>	\$ <u>850⁰⁰</u>
11. <i>one hundred five</i> (Dollars per unit written)	10	S.Y.	8" Dowell Jointed PCC Pavement	Dollars \$ <u>105⁰⁰</u>	\$ <u>1,050⁰⁰</u>
12. <i>one hundred twenty five</i> (Dollars per unit written)	10	S.Y.	10" Dowell Jointed PCC Pavement	Dollars \$ <u>125⁰⁰</u>	\$ <u>1,250⁰⁰</u>
13. <i>one hundred forty five</i> (Dollars per unit written)	10	S.Y.	12" Dowell Jointed PCC Pavement	Dollars \$ <u>145⁰⁰</u>	\$ <u>1,450⁰⁰</u>
14. <i>five</i> (Dollars per unit written)	50	L.F.	Concrete Joint Sealing	Dollars \$ <u>5⁰⁰</u>	\$ <u>250⁰⁰</u>
15. <i>fifteen</i> (Dollars per unit written)	10	C.Y.	Unclassified Backfill	Dollars \$ <u>15⁰⁰</u>	\$ <u>150⁰⁰</u>
16. <i>one hundred forty</i> (Dollars per unit written)	5	S.Y.	Concrete Channel Liner (3500 P.S.I.)	Dollars \$ <u>140⁰⁰</u>	\$ <u>700⁰⁰</u>
17. <i>one & twenty five cents</i> (Dollars per unit written)	50	Lb.	Reinforcing Steel (Grade 60)	Dollars \$ <u>1²⁵</u>	\$ <u>62⁵⁰</u>
18. <i>twenty five</i> (Dollars per unit written)	10	L.F.	Concrete Curb	Dollars \$ <u>25⁰⁰</u>	\$ <u>250⁰⁰</u>
19. <i>forty</i> (Dollars per unit written)	10	L.F.	Concrete Curb and Gutter	Dollars \$ <u>40⁰⁰</u>	\$ <u>400⁰⁰</u>
20. <i>forty five</i> (Dollars per unit written)	5	S.Y.	4" Concrete Sidewalk	Dollars \$ <u>45⁰⁰</u>	\$ <u>225⁰⁰</u>
21. <i>sixty five</i> (Dollars per unit written)	5	S.Y.	6" Concrete Driveway	Dollars \$ <u>65⁰⁰</u>	\$ <u>325⁰⁰</u>

DBF-2

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
22.	1	Ea.	Valve Boxes Adjusted to Grade		
<i>fifty</i> (Dollars per unit written)				Dollars \$ <i>50⁰⁰</i>	\$ <i>50⁰⁰</i>
23.	1	Ea.	Meter Boxes Adjusted to Grade		
<i>seventy five</i> (Dollars per unit written)				Dollars \$ <i>75⁰⁰</i>	\$ <i>75⁰⁰</i>
24.	100	L.F.	6' Waterline (C900)		
<i>twenty eight & 1/2 cents</i> (Dollars per unit written)				Dollars \$ <i>28⁵⁰</i>	\$ <i>2,850⁰⁰</i>
25.	100	L.F.	8' Waterline (C900)		
<i>thirty four & 1/2 cents</i> (Dollars per unit written)				Dollars \$ <i>34⁵⁰</i>	\$ <i>3,450⁰⁰</i>
26.	100	L.F.	6' Waterline (DIP)		
<i>thirty nine & 1/2 cents</i> (Dollars per unit written)				Dollars \$ <i>39⁵⁰</i>	\$ <i>3,950⁰⁰</i>
27.	100	L.F.	8' Waterline (DIP)		
<i>forty two</i> (Dollars per unit written)				Dollars \$ <i>42⁰⁰</i>	\$ <i>4,200⁰⁰</i>
28.	100	L.F.	12' Waterline (DIP)		
<i>sixty six</i> (Dollars per unit written)				Dollars \$ <i>66⁰⁰</i>	\$ <i>6,600⁰⁰</i>
29.	2	Ea.	Fire Hydrant Assembly		
<i>twenty five hundred</i> (Dollars per unit written)				Dollars \$ <i>2,500⁰⁰</i>	\$ <i>5,000⁰⁰</i>
30.	1	Ea.	Fire Hydrant Riser		
<i>three hundred</i> (Dollars per unit written)				Dollars \$ <i>300⁰⁰</i>	\$ <i>300⁰⁰</i>
31.	1000	Lb.	Water fittings (DIP)		
<i>two & 1/2 cents</i> (Dollars per unit written)				Dollars \$ <i>2⁵⁰</i>	\$ <i>2,500⁰⁰</i>
32.	2	Ea.	6' Gate Valve & Box		
<i>eight hundred thirty six</i> (Dollars per unit written)				Dollars \$ <i>836⁶⁰</i>	\$ <i>1,672⁰⁰</i>
33.	1	Ea.	8' Gate Valve & Box		
<i>twelve hundred</i> (Dollars per unit written)				Dollars \$ <i>1,200⁰⁰</i>	\$ <i>1,200⁰⁰</i>

DBF-3

Pay Item	Estimated Quantity	Unit	Item	Unit Price	Item Total
34.	1	Ea.	12' Gate Valve & Box		
			<i>twenty three hundred twenty eight</i>	Dollars \$ 2,328 ⁰⁰	\$ 2,328 ⁰⁰
			<small>(Dollars per unit written)</small>		
35.	2	Ea.	6' Tapping Valve & Box		
			<i>fourteen hundred thirty six</i>	Dollars \$ 1,436 ⁰⁰	\$ 2,872 ⁰⁰
			<small>(Dollars per unit written)</small>		
36.	2	Ea.	8' Tapping Valve & Box		
			<i>nineteen hundred twenty five</i>	Dollars \$ 1,975 ⁰⁰	\$ 3,950 ⁰⁰
			<small>(Dollars per unit written)</small>		
37.	1	Ea.	12' Tapping Valve & Box		
			<i>thirty three hundred seventy eight</i>	Dollars \$ 3,378 ⁰⁰	\$ 3,378 ⁰⁰
			<small>(Dollars per unit written)</small>		
38.	2	Ea.	Wet Connection		
			<i>one thousand</i>	Dollars \$ 1,000 ⁰⁰	\$ 2,000 ⁰⁰
			<small>(Dollars per unit written)</small>		
39.	1	Ea.	Air Relief Valve & Box		
			<i>one thousand</i>	Dollars \$ 1,000 ⁰⁰	\$ 1,000 ⁰⁰
			<small>(Dollars per unit written)</small>		
40.	20	L.F.	Single Short Service (1")		
			<i>eighty seven & fifty cents</i>	Dollars \$ 87 ⁵⁰	\$ 1,750 ⁰⁰
			<small>(Dollars per unit written)</small>		
41.	20	L.F.	Single Short Service (1 1/2")		
			<i>one hundred twelve & fifty cents</i>	Dollars \$ 112 ⁵⁰	\$ 2,250 ⁰⁰
			<small>(Dollars per unit written)</small>		
42.	20	L.F.	Single Short Service (2")		
			<i>one hundred thirty seven & fifty cents</i>	Dollars \$ 137 ⁵⁰	\$ 2,750 ⁰⁰
			<small>(Dollars per unit written)</small>		
43.	20	L.F.	Single Long Service (1") (Boring)		
			<i>one hundred twenty two & fifty cents</i>	Dollars \$ 122 ⁵⁰	\$ 2,450 ⁰⁰
			<small>(Dollars per unit written)</small>		
44.	60	L.F.	Single Long Service (1 1/2") (Boring)		
			<i>one hundred forty seven & fifty cents</i>	Dollars \$ 147 ⁵⁰	\$ 8,850 ⁰⁰
			<small>(Dollars per unit written)</small>		
45.	60	L.F.	Single Long Service (2") (Boring)		
			<i>one hundred seventy two & fifty cents</i>	Dollars \$ 172 ⁵⁰	\$ 10,350 ⁰⁰
			<small>(Dollars per unit written)</small>		

DBF-4

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
46.	2	Ea.	Pressure & Disinfection Test		
	<i>fifty</i> (Dollars per unit written)			Dollars \$ 50 ⁰⁰	\$ 100 ⁰⁰
47.	5	Ea.	Removal of Fittings		
	<i>one hundred</i> (Dollars per unit written)			Dollars \$ 100 ⁰⁰	\$ 500 ⁰⁰
48.	50	L.F.	Trenching and Backfilling (0'-10')		
	<i>fifty</i> (Dollars per unit written)			Dollars \$ 50 ⁰⁰	\$ 2,500 ⁰⁰
49.	20	L.F.	Trenching and Backfilling (10'-20')		
	<i>one hundred</i> (Dollars per unit written)			Dollars \$ 100 ⁰⁰	\$ 2,000 ⁰⁰
50.	1	Ea.	Manhole (4' Manhole) (0'-6' Complete)		
	<i>twenty five hundred</i> (Dollars per unit written)			Dollars \$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰
51.	1	Ea.	Manhole (5' Manhole) (0'-6' Complete)		
	<i>three five hundred</i> (Dollars per unit written)			Dollars \$ 3,500 ⁰⁰	\$ 3,500 ⁰⁰
52.	5	V.F.	Add Depth in Manhole (4' Diameter)		
	<i>one hundred fifty</i> (Dollars per unit written)			Dollars \$ 150 ⁰⁰	\$ 750 ⁰⁰
53.	5	V.F.	Add Depth in Manhole (5' Diameter)		
	<i>two hundred</i> (Dollars per unit written)			Dollars \$ 200 ⁰⁰	\$ 1,000 ⁰⁰
54.	1	Ea.	Tie into Existing Manhole (Drop)		
	<i>fourteen hundred</i> (Dollars per unit written)			Dollars \$ 1,400 ⁰⁰	\$ 1,400 ⁰⁰
55.	1	Ea.	Tie into Existing Manhole (Core Direct)		
	<i>three hundred</i> (Dollars per unit written)			Dollars \$ 300 ⁰⁰	\$ 300 ⁰⁰
56.	20	L.F.	6' Sanitary Sewer Pipe (SDR 35)		
	<i>thirty five & fifty cents</i> (Dollars per unit written)			Dollars \$ 35 ⁵⁰	\$ 710 ⁰⁰
57.	50	L.F.	8' Sanitary Sewer Pipe (SDR 35)		
	<i>thirty eight</i> (Dollars per unit written)			Dollars \$ 38 ⁰⁰	\$ 1,900 ⁰⁰

DBF-5

Pay Item	Estimated Quantity	Unit	Item	Unit Price	Item Total
58	20	L.F.	10' Sanitary Sewer Pipe (SDR-35)		
	<i>forty & six cents</i>			Dollars \$ <i>41¹⁰</i>	\$ <i>812⁰⁰</i>
				<i>(Dollars per unit written)</i>	
59	20	L.F.	12' Sanitary Sewer Pipe (SDR-35)		
	<i>forty four & twenty five cents</i>			Dollars \$ <i>44²⁵</i>	\$ <i>885⁰⁰</i>
				<i>(Dollars per unit written)</i>	
60	10	L.F.	18'-21' Sanitary Sewer Pipe (SDR-35)		
	<i>eighty four & fifty cents</i>			Dollars \$ <i>84⁵⁰</i>	\$ <i>845⁰⁰</i>
				<i>(Dollars per unit written)</i>	
61	5	L.F.	24'-30' Sanitary Sewer Pipe (SDR-35)		
	<i>ninety eight</i>			Dollars \$ <i>98⁰⁰</i>	\$ <i>490⁰⁰</i>
				<i>(Dollars per unit written)</i>	
62	60	L.F.	Bore of Sanitary Service Line (4' Long Service)		
	<i>one hundred twenty & fifty cents</i>			Dollars \$ <i>120⁵⁰</i>	\$ <i>7230⁰⁰</i>
				<i>(Dollars per unit written)</i>	
63	60	L.F.	Bore of Sanitary Service Line (6' Long Service)		
	<i>one hundred twenty & fifty cents</i>			Dollars \$ <i>120⁵⁰</i>	\$ <i>7230⁰⁰</i>
				<i>(Dollars per unit written)</i>	
64	3	Ea.	Sanitary Sewer Service Connector (4')		
	<i>one hundred fifty</i>			Dollars \$ <i>150⁰⁰</i>	\$ <i>450⁰⁰</i>
				<i>(Dollars per unit written)</i>	
65	3	Ea.	Sanitary Sewer Service Connector (6')		
	<i>two hundred</i>			Dollars \$ <i>200⁰⁰</i>	\$ <i>600⁰⁰</i>
				<i>(Dollars per unit written)</i>	
66	10	L.F.	Sanitary Sewer Service Line w Riser (4' Sch. 40)		
	<i>seven</i>			Dollars \$ <i>7⁰⁰</i>	\$ <i>70⁰⁰</i>
				<i>(Dollars per unit written)</i>	
67	10	L.F.	Sanitary Sewer Service Line w Riser (6' Sch. 40)		
	<i>ten</i>			Dollars \$ <i>10⁰⁰</i>	\$ <i>100⁰⁰</i>
				<i>(Dollars per unit written)</i>	
68	1	Ea.	Leakage and Deflection Test		
	<i>fifty</i>			Dollars \$ <i>50⁰⁰</i>	\$ <i>50⁰⁰</i>
				<i>(Dollars per unit written)</i>	
69	5	C.Y.	Flowable Fill		
	<i>one hundred seventy five</i>			Dollars \$ <i>175⁰⁰</i>	\$ <i>875⁰⁰</i>
				<i>(Dollars per unit written)</i>	

DBF-6

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
70	2	DAYS	Temporary Bypassing of Sewer Line		
	<i>one thousand</i>			Dollars \$ <i>1,000</i>	\$ <i>2,000⁰⁰</i>
	<i>(Dollars per unit written)</i>				
71.	10	L.F.	Removal of Curb and Gutter		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>50⁰⁰</i>
	<i>(Dollars per unit written)</i>				
72.	5	S.Y.	Removal of Concrete Pavement		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>25⁰⁰</i>
	<i>(Dollars per unit written)</i>				
73.	5	S.Y.	Removal of Asphalt Pavement		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>25⁰⁰</i>
	<i>(Dollars per unit written)</i>				
74.	5	S.Y.	Removal of Concrete Driveway		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>25⁰⁰</i>
	<i>(Dollars per unit written)</i>				
75.	5	S.Y.	Removal of Asphalt Driveway		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>25⁰⁰</i>
	<i>(Dollars per unit written)</i>				
76.	5	S.Y.	Removal of Sidewalk		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>25⁰⁰</i>
	<i>(Dollars per unit written)</i>				
77.	5	L.F.	Removal of Concrete Ditch Liner		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>25⁰⁰</i>
	<i>(Dollars per unit written)</i>				
78.	50	L.F.	Sawing Pavement		
	<i>five</i>			Dollars \$ <i>5⁰⁰</i>	\$ <i>250⁰⁰</i>
	<i>(Dollars per unit written)</i>				
79.	5	C.Y.	Crushed Rock (Class 57)		
	<i>forty five</i>			Dollars \$ <i>45⁰⁰</i>	\$ <i>225⁰⁰</i>
	<i>(Dollars per unit written)</i>				
80.	% of \$5,000		Maintenance Bonding		
	<i>two</i>			Percent of \$5,000 \$ <i>2%</i>	\$ <i>100⁰⁰</i>
	<i>(Percent per unit written)</i>				
81.		Day	Traffic Control (1 Lane of 4 Lane Arterial)		
	<i>two hundred</i>			Dollars \$ <i>200⁰⁰</i>	\$ <i>200⁰⁰</i>
	<i>(Percent per unit written)</i>				

DBF-7

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
82.	1	Day	Traffic Control (1 Lane of 2 Lane Arterial)		
<i>one hundred</i>				Dollars \$ <i>100⁰⁰</i>	\$ <i>100⁰⁰</i>
	<i>(Percent per unit written)</i>				
83.	1	Day	Traffic Control (1 Lane of 2 Lane Non-Arterial)		
<i>one hundred</i>				Dollars \$ <i>100⁰⁰</i>	\$ <i>100⁰⁰</i>
	<i>(Percent per unit written)</i>				
84.	1	Day	Traffic Control (Complete Closure)		
<i>two hundred</i>				Dollars \$ <i>200⁰⁰</i>	\$ <i>200⁰⁰</i>
	<i>(Percent per unit written)</i>				

TOTAL BID (Sum of above items)

one hundred thirty one thousand eight Dollars \$ *131,834⁵⁰*
(Dollars per unit written)
hundred thirty four & fifty cents

**NONCOLLUSION AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

I, Fred L. Krapff City of Midwest City, Oklahoma
Owner, Partner, Officer of Firm
Krapff Reynolds Const. Co OKC, OKLA
Company Name, City and State

being first duly sworn upon oath, state: I, the Company, its officers or employees, have not been party to any agreement or collusion among bidders, prospective bidders, architects or any other persons, or any other companies, in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise on this project for:

**CITY OF MIDWEST CITY
City-Wide Utility On-Call Contract**

for the City of Midwest City.

Bids will be opened on 6-20-, 2017, at 2:00 PM.

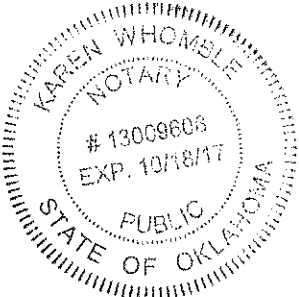
Krapff Reynolds Const. Co Firm Name
Fred L. Krapff Pres Signature and Title

Subscribed and sworn to before me this 19 day of June, 2017.

[Signature]
Notary Public

My Commission Expires:

10-18-17



CERTIFICATION OF PRE-BID SITE INSPECTION

I, Fred L Krapff

representing

Krapff Reynolds Const. Co., certify that on the 20 day of June,

2017, I inspected the project site located in Midwest City. I am thoroughly familiar and aware of all conditions at the site and problems that may be encountered during performance of the referenced project:

**CITY OF MIDWEST CITY
City-Wide Roadway On-Call Contract**

BY: Fred Krapff
Name

TITLE: Pres

All bidders must inspect the project work site prior to submitting a bid. Therefore, a mandatory pre-bid conference is scheduled as specified in the Notice to Bidders.

CSI-1

**BUSINESS RELATIONSHIPS AFFIDAVIT
THIS AFFIDAVIT MUST ACCOMPANY THE BID**

STATE OF Oklahoma)
)SS

COUNTY OF Oklahoma)

Fred L Knapp, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in affect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows:

None

Affiant further states that any such business relationship presently in affect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

None

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

None

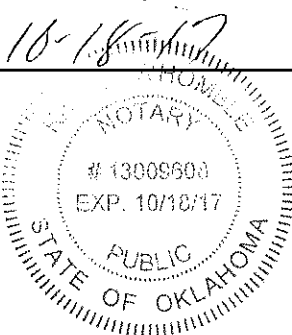
(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Fred L Knapp

Subscribed and sworn to before me this 19 day of June, 2017.

Janet Whipple
Notary Public

My Commission Expires:



BID AFFIDAVIT

THIS AFFIDAVIT MUST ACCOMPANY THE BID

STATE OF Oklahoma)
)SS
COUNTY OF Oklahoma)

Fred L Knapp, of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

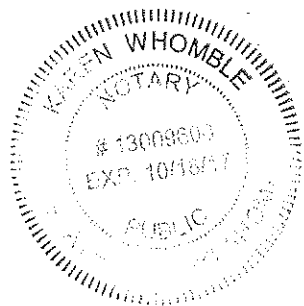
Fred L Knapp
Signature

Subscribed and sworn to before me this 19 day of June, 2017.

[Signature]
Notary Public

My Commission Expires:

10-18-17



BA-1

Contractor Certification

Contractor certifies and warrants that it will comply with the Immigration Laws of the United States, including but not limited to 8 USC 1324(a), which makes it unlawful for an employer to hire or continue to employ an illegal or undocumented alien *knowing* the alien is or has become unauthorized with respect to such employment, or to fail to comply with the I-9 requirements. Contractor further agrees to comply with the Oklahoma Taxpayer and Citizen Protection Act of 2007. Contractor will not knowingly employ or knowingly allow any of its Subcontractors to employ any illegal or undocumented aliens to perform any work in connection with services performed for the City of Midwest City. After July 1, 2008, Contractor and its Subcontractors will verify information on all new employees on the Status Verification System operated by the U.S. Government.

Contractor will retain and make available for inspection by the City, upon reasonable notice, a completed I-9 Employment Eligibility Verification Form for each person that contractor directly employs to perform services for the City. If Contractor, or any of its Subcontractors, receives *actual knowledge* of the unauthorized status of one of its employees engaged in providing services to the City, then Contractor or Subcontractor will remove that employee from the project, and shall require each Sub-contractor to act in a similar fashion with respect to such Sub-contractor's employees. Contractor agrees to have a provision in its subcontracts stating that each Sub-contractor will have the same duties and responsibilities with regard to its employees that the Contractor has certified in this paragraph.

Signed under penalty of perjury on June 20, 2017.

Krapff Reynolds Const. Co
Contractor

By: [Signature]
Owner or Authorized Officer

KRAPFF-REYNOLDS CONSTRUCTION COMPANY

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder: Krapff-Reynolds Construction Company
2. Office Address: 2400 NE 4th ST. Oklahoma City, OK 73117
3. When Organized: May 1983
4. Where Incorporated: State of Oklahoma
5. How many years have you been engaged in the contracting business under your present firm or trade name? 29years
6. Contracts on Hand: See Attached Listing.
7. General character of work performed by your company: Waterline, Sanitary Sewer, Storm Sewer, Manhole Rehabilitation.
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a contract? No
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See Attached Listing.
11. List your major equipment available for the contract. See Attached Listing.
12. Experience in construction work similar in importance to this project. See Attached Listing.

13. Background and experience of the principal members of your organization, including officers.

Fred L. Krapff, President	30 years	Gen/ Utility Construction
Jim King, Vice-President	20 years	Utilities

14. Credit available: Adequate

15. Bank Reference: First Fidelity Bank, NA
301 N. Air Depot
Midwest City, OK 73110
(405) 416-2435
Tom Fanning

Dated at Oklahoma City this 19 day of June 2017

By: _____

Fred L. Krapff, President
Krapff-Reynolds Construction Co.

State of Oklahoma
County of Oklahoma

Fred L. Krapff, being duly sworn, states that he is President of Krapff-Reynolds Construction Company, and that the answers to the foregoing questions and all statements contained therein, are true and correct.

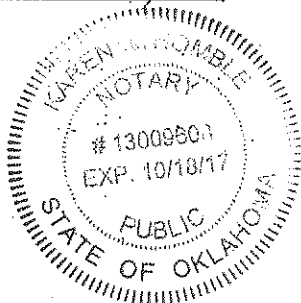
Subscribed and sworn this 19 day of June, 2017

Commission Expires:

10-18-17

Karen Romble

Notary Public



KRAPFF REYNOLDS
BIDDER QUALIFICATIONS
CURRENT JOBS

1. SC-0727 I-40 CROSSTOWN PROJECT
CITY OF OKLAHOMA CITY
\$2,811,112.11
2. SC-0782 I-40 & MORGAN ROAD
ALLEN CONTRACTING/ODOT
\$1,097,696.31
3. 22010A OKLA. COUNTY- DISTRICT 2 BRIDGE (3)
OKLAHOMA COUNTY
\$392,380.80
4. SC-0843/PC-0379 OKC PROJECT 180
SHERWOOD CONSTRUCTION CO.
\$447,550.25
5. OS1110 ASH STREET SANITARY SEWER REHAB
CITY OF PONCA CITY
\$33,144.00
6. SC0842-180 DOWNTOWN STREET SCAPE
RUDY CONSTRUCTION
\$1,376,722.10
7. WC0721 DOWNTOWN STREET SCAPE
RUDY CONSTRUCTION
\$1,349,600.87
8. WC1201 MANHATTAN RD. & BRIDGE IMY-XTWN(74)PROJECT 1090 I-
40/AGNEW TO PENN
MANHATTAN RD. & BRIDGE
\$115,700.00
9. WF3608 SAND RIDGE PHASE A WATERLINE
LINGO CONSTRUCTION
\$90,199.00
3250

KRAPFF REYNOLDS
BIDDER QUALIFICATIONS
QUESTION #6

1. SC-0727 I-40 CROSSTOWN PROJECT
ALLEN CONTRACTING
\$3,020,817.00
2. SC-0700 S.W. 15TH AND MACARTHUR
BREWER CONSTRUCTION
\$707,510.00
3. WC-0577 I-40 CROSSTOWN PROJECT
ALLEN CONTRACTING
\$254,000.00
4. WC-0587 OKCY-XTWN(099)SG
OBC
\$221,950.00
5. WC-0581 COUNCIL ROAD/S.W.59TH
CITY OF OKLAHOMA CITY
\$1,567,793.00
6. M/R BROKEN BOW
CITY OF BROKEN BOW
\$1,149,370.80
7. OKCY-XTWN(007)EXCHANGE AND WESTERN
SHERWOOD CONSTRUCTION
3,588,594.92
8. WC-0641 KINGSGATE DR. / S.W. 108th TO 118th
CITY OF OKLAHOMA CITY
\$654,241.00
9. SC-0791 AREA 1-TUDOR RD. TO ETON AVE.; NW 30TH TO WINDSOR
BLVD. AREA 2- NW 7TH TO NW 8TH; KENTUCKY TO BLACKWELDER
CITY OF OKLAHOMA CITY
\$714,663.00

10. SC-0803 PROJECT 180 / DOWNTOWN STREETSCAPE (PIPE BURSTING)
BREWER CONSTRUCTION
\$236,043.00
11. SC-0804 PROJECT 180 / DOWNTOWN STREETSCAPE (PIPE BURSTING)
SHERWOOD CONSTRUCTION
\$295,314.00
12. SC-0798 MEMORIAL RD. & COUNCIL (CANYON LAKES ADD.)
NW164TH TO MEMORIAL/COUNCIL TO ROCKWELL (SANITARY)
CITY OF OKLAHOMA CITY
\$2,603,289.00
13. SC-0782/WC0651 I-40 & MORGAN RD. INTERCHANGE (WATER &
SANITARY)
ALLEN CONTRACTING
\$1,097,696.31
14. WC-0683 SE 69TH TO SE 70TH ; SHIELDS TO BYERS (WATER)
CITY OF OKLAHOMA CITY
\$186,529.00
15. SC-0786 SANITARY SEWER LIFT STATION DEMO/ N. MAY & NW 164TH
CITY OF OKLAHOMA CITY
\$66,873.75

KRAPFF-REYNOLDS CONSTRUCTION COMPANY
STATEMENT OF BIDDER'S QUALIFICATION
QUESTION NO. 12:

1. MANHOLE REHABILITATION, ES96-2, CONTRACT I
CITY OF TULSA, 1999
2. MANNHOLE REHABLITATION, 98-048
CITY OF FARMERS BRANCH, TX, 1999
3. SANITARY SEWER/MANHOLE REHABILITATION, SC-0566
CITY OF OKLAHOMA CITY, 2000
4. CENTRAL BUSINESS DIST., MANHOLE REHABILITATION, CONTRACT I
CITY OF TULSA, 2001
5. SANITARY SEWER SB-0005
GERALD GAMBLE
6. UTILITY SEWER REHAB SC-0553
CITY OF OKC WATER UTILITIES TRUST
7. N. SOONER ROAD UTILITIES
CITY OF DEL CITY
8. WATERLINE PROJECT-THE GREENS
CITY OF MOORE, 2002
9. SANITARY SEWER
CITY OF SEMINOLE, 2004
10. SANITARY SEWER-HUDIBURG TO AIR DEPOT
CITY OF MIDWEST CITY, 2004
11. SANITARY SEWER
CITIZENS POTAWATOMI HOUSING, 2004
12. SANITARY SEWER
VICTORIAS PLACE, 2004
13. SANITARY SEWER
CITY OF OKLAHOMA CITY, 2005
14. WATER MAIN-WC-0358
CITY OF OKLAHOMA CITY, 2005

15. WATER MAIN
LINS @ MUSTANG CREEK, 2005

16. SANITARY SEWER-SC0657
CITY OF OKLAHOMA CITY, 2006

17. SANITARY SEWER-SC-0189
CITY OF OKLAHOMA CITY, 2007

18. SANITARY SEWER-SC0681
CITY OF OKLAHOMA CITY, 2007

1. OKC-SC-0657
SANITARY SEWER REHAB
CITY OF OKLAHOMA CITY
\$1,010,500
2. OKC-SC-0616
SANITARY SEWER REHAB
CITY OF OKLAHOMA CITY
\$611,950
3. OKC-SC-0189
SANITARY SEWER REHAB
CITY OF OKLAHOMA CITY
\$836,342
4. SD-1884/N.W. 150TH AND LINCOLN
SANITARY SEWER REHAB
AMERICAN UNDERGROUND UTILITIES
\$78,174
5. SANITARY SEWER/MANHOLE REHAB
CITY OF PITTSBURG, KS
\$580,000
6. OKC-SC-0682
SANITARY SEWER REHAB
CITY OF OKLAHOMA CITY
\$1,336,298
7. OKC-WC-0378
WATER MAIN
CITY OF OKLAHOMA CITY
\$770,114
8. PC-0014/BC-0178/SC-0730
SANITARY SEWER
ALLEN CONTRACTING
\$145,708
9. PC-0268/WC-0558/BC-0177
WATER MAIN
ALLEN CONTRACTING
\$167,064

10. SC-0205
SANITARY SEWER REHAB
CITY OF OKLAHOMA CITY
\$678,437
11. SC-0727
SANITARY SEWER REHAB
MUSKOGEE BRIDGE CO
\$3,020,817
12. SC-0700
SANITARY SEWER REHAB
BREWER CONSTRUCTION
\$707,510
13. WC-0577
WATER MAIN
ALLEN CONTRACTING
\$254,000
14. WC-0702
WATER MAIN
CITY OF NICHOLS HILLS
\$180,970
15. WC-0581
WATER MAIN
CITY OF OKLAHOMA CITY
\$1,567,793
16. SB-0032
SANITARY SEWER
CITY OF OKLA. CITY
\$2,815,428.10
17. WC-0721
WATER
RUDY CONSTRUCTION
\$1,349,600.87
18. OS1205
SEWER REHAB PHASE 1
CITY OF EDMOND
\$951,040.00

19. 0S1206
PIPE BURSTING
CITY OF DEL. CITY
\$20,129.00

20. WF3608
WATER METER VAULT
LINGO CONSTRUCTION
\$90,199.00

21. WF-3611
WATER LINE & METER VAULT
LINGO CONSTRUCTION
\$97,658.00

As of 2/5/13

Vehicle Numbers

1. 2009 F350 SuperCab Diesel (C41837) (Blue)
2. 2000 F350 Regular Cab Diesel (White/Extra)
3. 2006 F450 SuperCab Diesel (35874)(Rodrigo)
4. 2004 F250 SuperCab Diesel (58687)(Martin)
5. 2009 F150 Crew Cab Gasoline (Jim)
6. 1999 F350 Crew Cab Diesel (Charles Prett)
7. International Diesel Haul Truck
8. GMC Propane (516770) Dump Truck
9. GMC Gasoline Dump Truck
10. Mack Diesel Dump Truck
11. International Diesel Dump Truck
12. International Diesel Dump Truck
13. International Diesel (403761) Dump Truck
14. 1986 International S1900 Vector Diesel (31643)
15. 2001 E450 TV Van Diesel (94176)
16. 2011 F550 Regular Cab 4x4
17. 2005 F250 SuperCab Gas 4x4 (Gerardo)(02834)
18. 2004 GMC 3500 Van Gasoline 908892 (Victor)
19. 2002 E350 Van Gasoline 14917 (Cleo)
20. 2002 E350 Van Gasoline 96214 (Charles)
21. 2008 F250 SuperCab Gasoline 4WD (Lalo)
22. 2013 F150 SuperCab Gasoline (Juan)
23. 2005 F250 SuperCab Gas 2WD (Jeremy) (02843)
24. 2008 F250 Crew Cab Gasoline (Charles Combs)
25. 2008 F350 Crew Cab Diesel 4WD (Victor)
26. 2000 Freightliner Vector 2100 Series (A89214)
27. 2004 Freightliner Dump Truck
28. 2000 International 9200 Dump Truck (52015)
29. 2010 F-150 Ford Pick up (Wade)(C51162)
30. 2007 Peterbilt Tractor 1XP5DB9X37D665515 41660#
31. 2011 F-350 (Brad)
32. 1984 GMC Top Kick (Water Truck) Camel (531871)
33. 1998 Ford L-8000 1FDZ9687WVA40839
34. 2002 E350 Ford Van (David)
35. 1999 International Dump truck 1HTGCADR6XH640457
36. 2005 E350 Work Van
37. 2008 F550 Crew Cab
38. 2011 F350 Crew Cab Flatbed BEC35227 (Alex)
39. 2012 E450 TV Unit #2 (CDA95673)
40. 1998 Volvo Vector Unit (862790)
- 100 Dyed Diesel (off road)
- 99 off road unleaded



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: September 12, 2017

RE: Discussion and consideration of 1) acceptance of two Oklahoma County Community Support grants in the amount of \$14,000 for the Mid Del Group Home Sheltered Workshop and \$2,000 for a Bus Pass Program; 2) approving and entering into Agreements of Community Support with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grants; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grants.

The City of Midwest City applied for and has been awarded two 2017-18 Oklahoma County Community Support grants from the Oklahoma County Commissioners. Midwest City will act as fiscal agent for Mid Del Group Home, Inc., located at 1540 Republic Circle. Grant funds in the amount of \$14,000 will be used to support the sheltered workshop program by reimbursing transportation, food and activity expenses.

The second grant will purchase EMBARK bus passes to provide needed transportation assistance to clients associated with Neighborhoods in Action, the Midwest City Jail Diversion Program, and Alliance Health Midwest Social Services. Community Action Officers will also have access to the bus passes as needed. The agreements are attached.

As fiscal agent, the City will establish and maintain an account for the contracted amounts, process invoices for payment, and invoice Oklahoma County for reimbursement, along with general oversight activities. Staff recommends approval.

Terri L. Craft
Grants Manager

Attachments

AGREEMENT OF COMMUNITY SUPPORT

Oklahoma County, Oklahoma

This agreement of Community Support (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and the City of Midwest City as fiscal agent for Mid Del Group Homes Sheltered Workshop (the "Center"), having a notice address of 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to care for the poor (Title 56);

WHEREAS, The County has elected to fulfill this duty, in part, through the provision of services through agencies in the community; and

WHEREAS, The Center is currently providing a sheltered workshop for developmentally disabled adults and their families in Oklahoma County and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the City as fiscal agent for the Center to provide aid to these adults and their families in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the City and County do mutually agree as follows:

1. The City agrees to furnish the following services for disabled adults in Oklahoma County as their resources permit:
 - a. Funds received by the City under this agreement may be used for food cost, transportation expenses which include fuel, assistance with driver and health care coordinator salary & fringe cost, vehicle repairs and maintenance, insurance, material and supplies cost for activities for the participants at the Mid Del Group Home Sheltered Workshop.
 - b. The City understands and agrees that funds from this agreement may not be used to the direct aid of persons who are not eligible for aid under this agreement.
2. In consideration for these services, County agrees to pay up to an amount not to exceed a total of \$14,000 (Fourteen Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to be sent to:

Terry Bolden
Oklahoma County Social Services
7401 Northeast 23rd Street
Oklahoma City, OK 73141

3. The City agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. The parties agree that this agreement will become effective August 16, 2017 as executed by the County, and will terminate on June 30, 2018, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to the City if the City fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. The City will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap.

6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. The City further agrees to provide the County with monthly detailed reports of services rendered pursuant to this contract, including the number of people served. This report is to accompany the monthly claim as referenced in paragraph 2 of this agreement.

7. The City shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The City agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement, as allowed by Oklahoma state law. The City agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The City agrees to attach a copy of a certificate of insurance to this contract upon its execution.

8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the City or Center.

WITNESS THEREOF, the County and the City have executed this Agreement.

APPROVED this _____ day of _____, 20_____.

City of Midwest City

By: _____
 Matthew D. Dukes III, Mayor

Date: _____

Attest: _____
 Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

 Philip W. Anderson, City Attorney

By: _____
Christi Jernigan-Marshall,
Director of Oklahoma County
Social Services

**Board of County Commissioners
Oklahoma County, Oklahoma**

Chairman

Attest:

County Clerk

Approved this _____ day of _____, 20____, as to form and legality.

District Attorney

AGREEMENT OF COMMUNITY SUPPORT

Oklahoma County, Oklahoma

This agreement of Community Support (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and City of Midwest City (the "City"), having a notice address of 100 N. Midwest Boulevard, Midwest City, Oklahoma 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to care for the poor (Title 56);

WHEREAS, The County has elected to fulfill this duty, in part, through the provision of services through agencies in the community; and

WHEREAS, The City will provide transportation assistance through the Bus Pass Program for eligible residents in Oklahoma County in need of transportation assistance and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the City to provide aid to these residents in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the City and County do mutually agree as follows:

1. The City agrees to furnish the following services for residents who are eligible in Oklahoma County as their resources permit:
 - a. Funds received by the City under this agreement may be used for the Bus Pass Program for 1 day and/or 7 day passes.
 - b. The City understands and agrees that funds from this agreement may not be used to the direct aid of persons who are not eligible for aid under this agreement.
2. In consideration for these services, County agrees to pay up to an amount not to exceed a total of \$2,000 (Two Thousand Dollars) for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to be sent to:

Terry L. Bolden
Oklahoma County Social Services
7401 Northeast 23rd Street
Oklahoma City, OK 73141
3. The City agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
4. The parties agree that this agreement will become effective August 16, 2017 as executed by the County, and will terminate on June 30, 2018, provided that either party may terminate this agreement on thirty (30) days' written notice to the other party. Further, the County may terminate this agreement at any time by written notice to the City if the City fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
5. The City will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap.

6. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract. The City further agrees to provide the County with monthly detailed reports of services rendered pursuant to this contract, including the number of people served. This report is to accompany the monthly claim as referenced in paragraph 2 of this agreement.

7. The City shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The City agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement, as allowed by Oklahoma state law. The City agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The City agrees to attach a copy of a certificate of insurance to this contract upon its execution.

8. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the City.

WITNESS THEREOF, the County and the City have executed this Agreement.

APPROVED this _____ day of _____, 20____.

City of Midwest City

By: _____
 Matthew D. Dukes III, Mayor

Date: _____

Attest: _____
 Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

 Philip W. Anderson, City Attorney

By: _____
Christi Jernigan,-Marshall,
Director of Oklahoma County
Social Services

**Board of County Commissioners
Oklahoma County, Oklahoma**

Chairman

Attest:

County Clerk

Approved this _____ day of _____, 20____, as to form and legality.

District Attorney



Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: September 12, 2017

RE: Discussion and consideration of 1) acceptance of a 2017-18 Oklahoma County Emergency Utility Assistance grant in the amount of \$12,000 for the implementation of an Emergency Utility Assistance Program; 2) approving and entering into a contract with the Board of County Commissioners of Oklahoma County which establishes the terms and conditions of the grant; and 3) authorization of the Mayor and/or City Manager to enter into the necessary contracts/agreements to implement the grant.

For the past eleven years, the City of Midwest City has received Emergency Utility Assistance grant funds from the Oklahoma County Commissioners as fiscal agent for Mission Mid-Del Inc., a faith-based organization providing emergency utility assistance to households in Oklahoma County at risk for homelessness.

As fiscal agent, the city will establish and maintain an account for the contract amount, will process invoices for payment, invoice Oklahoma County for reimbursement, and provide oversight and reporting activities. Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft". The signature is written in a cursive, flowing style.

Terri L. Craft
Grants Manager

Attachment

CONTRACT
Between the Board of Oklahoma County Commissioners
on behalf of the Department of Oklahoma County Social Services
and
City of Midwest City
for the Emergency Utility Assistance Program

This agreement (the "Agreement") is entered into between the Board of County Commissioners of Oklahoma County, a political subdivision organized and existing under the laws of the State of Oklahoma (the "County"), and City of Midwest City ("City") as fiscal agent for Mission Mid-Del Inc. (the "Center") having a notice address of 100 N. Midwest Blvd., Midwest City, OK 73110, attention Terri Craft.

WHEREAS, The County is authorized by Oklahoma Statutes to provide support for senior citizens and indigent persons pursuant to Title 19 and Title 56;

WHEREAS, The Center is currently providing services to seniors and/or indigent persons in Oklahoma County and is willing to continue offering such services within the constraints of its budget; and

WHEREAS, The County is desirous of contracting with the City as fiscal agent for the Center to provide aid in the form of utility assistance to seniors and indigent families in Oklahoma County;

NOW, THEREFORE, BE IT RESOLVED, the City and County do mutually agree as follows:

1. The City agrees to furnish the services described in Attachment A to senior citizens and / or indigent families in Oklahoma County as their scheduling and resources permit.
2. In consideration for the services described in Attachment A, County agrees to pay up to an amount not to exceed a total of \$12,000 for the contract period upon receipt of monthly claims, authorized and approved by the County. Monthly claims are to include copies of all bills paid under this grant for the time period invoiced. Invoices are to be sent to:

Terry L. Bolden
Oklahoma County Social Services
7401 Northeast 23rd Street
Oklahoma City, OK 73141

3. Monthly claims are to be accompanied by a report showing the number of people served for the time period invoiced, with amounts for deposits specifically identified. Payments for deposits require additional assurances that the deposit is the last remaining obstacle for a person to transition out of homelessness or prevent a person from becoming homeless.
4. The City agrees that the monies received pursuant to this agreement will be used solely for the purposes outlined in paragraph #1.
5. Agreement to be effective August 16, 2017 and will terminate on June 30, 2018. Either party may terminate this agreement on thirty (30) days' written notice to the other party. Further the County may terminate this agreement at any time by written notice to the City if the City fails to perform its obligations under paragraph #1 above, as determined by the County in the County's sole and absolute discretion.
6. The City will not impose any fees for services rendered and paid for under the terms of this agreement. Under this agreement, no person shall be excluded from participation, be denied

benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. The City shall provide the agreed upon services without regard to or for the recipients religious character or affiliation or require recipients participation in any religious activities.

7. The County has the right, at all reasonable times, to inspect, investigate, or otherwise evaluate the services performed pursuant to this contract.
8. The City shall perform services under this agreement as an independent contractor and accepts all liabilities and damages resulting from its performance hereunder. The City agrees to indemnify and hold County harmless and free of any and all liabilities arising from any act of omission or commission by them with respect to this agreement, as allowed by Oklahoma state law. The City agrees to maintain general liability insurance in an amount sufficient to satisfy any claims which might arise under the Oklahoma Governmental Tort Claims Act (51 O.S. 151 et seq.), which is a minimum of One Hundred Seventy Five Thousand Dollars (\$175,000.00) per claimant per single act, accident, or occurrence and One-Million Dollars (\$1,000,000.00) per single occurrence or accident. The City agrees to attach a copy of a certificate of insurance to this contract upon its execution.
9. No official or employee of Oklahoma County shall receive any share of the agreement or benefits that may arise there from and no official or employee of County shall serve as officers of the City or Center.
10. This contract is null and void unless the Oklahoma County Clerk has encumbered the contract. Upon approval of this contract, a blanket purchase order number will be issued by Oklahoma County. It is expressly understood that the County is a subdivision of the State of Oklahoma and consequently may only contract pursuant to the procedures and within the limitation provided by Oklahoma law.

WITNESS THEREOF, the County and the City have executed this Agreement.

APPROVED this _____ day of _____, 20____.

City of Midwest City

By: _____
Matthew D. Dukes III, Mayor

Date: _____

Attest: _____
Sara Hancock, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

Philip W. Anderson, City Attorney

Christi Jernigan-Marshall,
Director of Oklahoma County
Social Services

**Board of County Commissioners
Oklahoma County, Oklahoma**

Chairman

Attest:

County Clerk

Approved this _____ day of _____, 20____, as to form and legality.

District Attorney

ATTACHMENT A

CONTRACT

**Between the Board of Oklahoma County Commissioners
on Behalf of the Department of Social Services
and
City of Midwest City
for the Emergency Utility Assistance Program**

This attachment, including this page and the preceding three (3) pages, provides the description of the scope of services as referenced in paragraph 1 of the contract between the Board of Oklahoma County Commissioners on behalf of the Department of Oklahoma County Social Services and City of Midwest City for the Emergency Utility Assistance Program. This attachment is part of the complete contract.

The City and Center understands and agrees to the following:

1. Assistance can be provided only for families or seniors whose places of residence are located in Oklahoma County and who are at risk of becoming homeless, and who can significantly benefit from assistance with payment of utility bills (gas, electricity, and water only, including propane gas). A “family” consists of at least one child (under 18) in residence with a parent, grandparent, or legal guardian. The term Senior is “Agency defined” as long as it’s not below the age of 50. Recipients must complete and sign an application (this can be an application the agency already uses as long as it provides appropriate information for determining eligibility). Recipients must be legal residents and must be making their own efforts toward self-sufficiency and responsible self-management. Payments are to be made directly to the utility company. Under no circumstance is payment to be provided to an individual. No fee can be charged to any individual for this assistance.
2. Payment may be made only for current residences located in Oklahoma County, or for deposits only under the specific condition that the utility deposit is one of the last remaining steps for a person to transition out of homelessness or prevent a person from becoming homeless. Payments are not to be made towards bills owed for previous residences.
3. For the services provided, no person shall be excluded from participation, be denied benefits, or be subject to discrimination on the grounds of race, creed, color, sex, age, national origin, religion, or handicap. No part of this funding can be used for any religious activity, and no requirement of religious activity can be mandated as a condition of receiving services through this funding.
4. Invoicing may occur on a monthly basis. Invoices must consist of a summary of number of people served, number of months paid, and total amount requested for reimbursement. The invoice must be accompanied by a report itemizing the list of people served and amounts paid, along with copies of utility bills paid. The invoice must contain a signed statement attesting to the accuracy of the information on the invoice and the accompanying report.
5. The period of agreement will end on June 30, 2018.



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 12, 2017

Subject: Discussion and consideration of appointing Mr. Jeremy Griffin to fill the remaining term of Mr. Rick Allison, ending March 26, 2019, on the Midwest City Park and Recreation Board, as Mr. Allison has resigned.

On August 14, 2017, Mr. Allison resigned from the Board after serving many wonderful years. Mayor Dukes wishes to recommend Mr. Jeremy Griffin to fill the remaining term of Mr. Allison ending March 26, 2019.

Action on this item is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: September 12, 2017

RE: Discussion and consideration of 1) declaring 342 cans of baby formula donated to the City of Midwest City as surplus; and 2) donating the baby formula to Mid-Del Vo-Tech New Beginnings Program located at 1621 Maple Drive.

The Midwest City Police Department has received a donation of 342 cans of baby formula with an expiration date beginning March 12, 2018. There is no municipal use for the formula, and we recommend that it be declared surplus under Section 2-130 (a) and (b) of the Midwest City Municipal Code.

The formula cannot be sold or traded for any other items, therefore having no value pursuant to Section 2-132, we recommend that it be donated to Mid-Del Vo-Tech New Beginnings Program 1621 Maple Drive Midwest City Ok 73110.

J. GUY HENSON
City Manager



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: September 12, 2017

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

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

Staff recommends approval

Ryan Rushing, Information Technology Director

CPU			
INVENT #	MIS#	MANUFACTOR	SERIAL NUMBERS
	706	Dell Optiplex 380	B34T9P1
	743	Dell Optiplex 390	6V2YJS1
	2109	Precision Tower T3500	JBYLTL1
MONITORS			
INVENT #	MIS #	MANUFACTURE	SERIAL NUMBERS
		Dell	CN0WT8147287283504FI
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
1		ATI FirePro Multi View	1.81024E+11
1		Avigilon 2.0mp camera	12084119
1		HP LaserJet M1212	CNG9D6J116
1		Cisco SF300-48P	DNI151303HK
12		Desktop UPS	
2		Box of misc	
3		star sm-t400i	
1		zebra rw 420	
1		Cisco SF 300-24p	DNI1428003O



City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: September 12, 2017

SUBJECT: Discussion and consideration of approving and awarding the bid to Midwest City Kiwanis, who submitted the only bid, in the amount of \$1.00 for 29 bicycles which were declared as surplus at the March 14, 2017 Council meeting.

On Tuesday, August 15, 2017 at 2:00 p.m., the City of Midwest City opened one bid for 29 bicycles previously declared as surplus. Bid notice was published in the Midwest City Beacon on August 4, 2017.

Staff recommends approval.

Brandon Clabes
Chief of Police

NOTICE TO BIDDERS

Notice is given that sealed bids will be received by the City of Midwest City in the office of its City Clerk, located in the Municipal Building, 100 N. Midwest Boulevard, Midwest City, Oklahoma until 2:00 p.m., Tuesday, August 15, 2017 for the following:

Purchase of (29) Bicycles previously declared as surplus

The property being bid on and the date bids are to be opened must be identified on the face of the envelope in the lower left-hand corner. Any bids received after 2:00 p.m. will be returned unopened. Only bids on City of Midwest City bid forms will be considered.

Bids filed with the City Clerk shall be opened publicly and read aloud in the City Council Chambers at the time stated above or later. The bids filed shall be considered by the Mayor and City Council of the City of Midwest City at or after 7:00 p.m., Tuesday, September 12, 2017 and the Council may, at its discretion, accept a bid at that time or may lay the same over to a subsequent meeting for comparison and computation.

Payment must be made to the City within 2 days of acceptance of the bid. Bicycles must be picked up within 7 days.

The City of Midwest City reserves the right to reject any or all bids.

Sara Hancock

Sara Hancock, City Clerk
Midwest City, Oklahoma

Invitation for Sealed Bids

CITY OF MIDWEST CITY

100 N. MIDWEST BOULEVARD
MIDWEST CITY, OK 73110

Write legibly in ink or use typewriter.

Published in: **Beacon**

Date Advertised: **Friday, August 4, 2017**

Bids must be in the Office of the City Clerk by no later than 2:00 p.m. on Tuesday, August 15, 2017 at 2:00 p.m.

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

Description	Quantity	Total Net Price
-------------	----------	-----------------

Purchase of (29) Bicycles previously declared as surplus

Payment must be made to the City within 2 days of acceptance of the bid. Bicycles must be picked up within 7 days.

THE CITY OF MIDWEST CITY IS EXEMPT FROM PAYMENT OF OKLAHOMA SALES TAX AND FEDERAL EXCISE TAX.

ITEMS WILL BE PICKED UP WITHIN 7 DAYS OR LESS FROM DATE OF ORDER. DATED THIS _____ DAY OF _____, 20____.

FIRM _____ BY _____

ADDRESS _____ TITLE _____

Accepted by the City Council this _____ day of _____, 20____.

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

Approved as to form this _____ day of _____, 20____.

Philip W. Anderson, City Attorney

Bicycle Conversion List

CASE #	DATE R'VD	PROPERTY	SERIAL #
14-03584	5/17/14	PURPLE BICYCLE	
15-02513	3/31/15	PINK ROADMASTER BIKE	HL1264006
15-02751	4/9/15	RED BMX STYLE BICYCLE	41526
15-02805	4/11/15	MONGOOSE TYPE 90 BLUE IN COLOR	FSD12H56176
15-03199	4/26/15	BLACK GASOLINE HUFFY BICYCLE	BB0410549
15-03821	5/18/15	GOLD BICYCLE, UNKNOWN MAKE OR MODE SILVER BICYCLE, UNKNOWN MAKE OR MODEL	UNKNOWN UNKNOWN
15-04195	6/1/15	HUFFY ROCK IT BMX BICYCLE, RED IN COLOR	SNHTD13B56288
15-05271	7/7/15	HUFFY SEA STAR	SNHDC14041841
15-05818	7/25/15	KENT BICYCLE	HS 504053
15-06325	8/11/15	NEXT BLUE AND SILVER MOUNTAIN BIKE	LWKD062087
15-06440	8/15/15	MONGOOSE BLUE AND PURPLE BMX BIKE	SNACE10H10287
15-06623	8/22/15	KENT 20 INCH GIRLS PURPLE AND FLORECENT GREEN	HS140910041
15-06644	8/22/15	SILVER AND PURPLE BICYCLE	34440103
15-07302	9/14/15	BLACK BMX STYLE BICYCLE HOFFMAN	C1C22EZ827
15-07565	9/23/15	BLUE COLORED MAGNA IMPOSTER 20 INCH	DJDG053425
15-07734	9/29/15	PINK MONGOOSE BICYCLE	SNF8D12DG7721
15-08061	10/11/15	MGX PINK BICYCLE DXR KIDS BIKE	1C080178
15-09219	11/21/15	GRAY AND BLACK BICYCLE	UNKNOWN
15-10075	12/24/15	PURPLE W/ SILVER STARS BRATZ	UVC4230667
15-10121	12/26/15	MAGNA ALPINE EAGLE 18 SPEED	00TD2129793
16-00185	1/8/16	NEXT GIRLS MISTY BIKE BLUE PINK IN COLOR	DWAJ039841
16-00705	1/27/16	20" TROUBLE MAKER BMX BIKE	HS140103135
16-02637	4/5/16	GREEN KENT CHAOS FS20 20" BOYS BICYCLE	WMGS45630414
16-02880	4/14/16	STRIKER OZONE 500 CHILDS BIKE	SL08224235
16-05087	6/28/16	NO RULES GS11890 FREESTYLE	G130411223
16-05327	7/7/16	BLACK ONE SPEED BICYCLE	
16-05821	7/24/16	HUFFY ROCK IT BICYCLE	SNHBC09E80449
16-08133	10/22/16	DYNACRAFT WIPEOUT BICYCLE	UNKNOWN

Bid Tab: 8-15-17 Purchase of (29) Bicycles

Description:	Bid Total
Kiwanis	\$1.00

***1 bid received**

**TO: Sara Hancock
City Clerk**

**Bid Opening: August 15, 2017 @ 2:00 p.m.
Purchase of (29) Bicycles previously declared
as surplus**

*OK
7/22/17
@ 3:03pm*



A part of a global organization of volunteers dedicated to changing the world one child and one community at a time.

TO [Name]
 City of Midwest City
 100 N. Midwest Blvd.
 Midwest City, OK. 73110
 [Phone]

Kiwanis	Job Refurbish and issue back to Midwest City youth	Payment Terms	Due Date
		Due on receipt	

Qty	Description	Unit Price	Line Total
30 plus	Bicycles obtained by the Midwest City Police Dept that have found or turned in. The bicycles will be refurbished by fifth grade class at Country Estate Elementary and reissued to youth within the City who has reported a lost or stole bicycle to the police of Midwest City.		\$1.00

Subtotal	\$1.00
Sales Tax	
Total	\$1.00

Quotation prepared by: Ron Sipes, Midwest City Kiwanis 405-760-1863, P O Box 50254, Midwest City, OK 73140

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: Ron Sipes 405-7601863

Thank you for your business!

PLEASE PRINT OR TYPE CLEARLY IN ALL CAPS. IF YOU HAVE ANY QUESTIONS, PLEASE CALL 405-760-1863.



DISCUSSION ITEMS





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 12, 2017

Subject: Discussion and consideration of passing and approving an ordinance dissolving Increment District Number One, City of Midwest City, created by the approval of the Midwest City Downtown Redevelopment Project Plan by Ordinance No. 2852 on August 27, 2002, as amended by Ordinance No. 2936 on October 12, 2004, and by Ordinance No. 2945 on January 18, 2005.

We received the final payment on the Downtown Redevelopment Tax Incentive Financing (TIF) District in December, 2016. At that time, we notified the Oklahoma County Assessor's Office that increment revenues received were sufficient to pay off project costs and to begin apportioning ad valorem revenues received for the district to the normal recipients.

Since the Downtown Redevelopment TIF District was created by ordinance, the law firm that assists in preparing the annual TIF district report, Center for Economic Development Law, has recommended that the City pass an ordinance dissolving the Downtown Redevelopment TIF District.

Staff recommends approval.

Christy Barron
Finance Director

ORDINANCE NO. _____

AN ORDINANCE DISSOLVING INCREMENT DISTRICT NUMBER ONE, CITY OF MIDWEST CITY, CREATED BY THE APPROVAL OF THE MIDWEST CITY DOWNTOWN REDEVELOPMENT PROJECT PLAN BY ORDINANCE NO. 2852 ON AUGUST 27, 2002, AS AMENDED BY ORDINANCE NO. 2936 ON OCTOBER 12, 2004, AND BY ORDINANCE NO. 2945 ON JANUARY 18, 2005; TERMINATING, AS OF THE DATE OF THIS ORDINANCE, THE TAX APPORTIONMENT FINANCING AUTHORIZED BY THE PROJECT PLAN AND THE ORDINANCES ADOPTING AND AMENDING THE PROJECT PLAN; FINDING THAT THE TOTAL AMOUNT OF AUTHORIZED AND ELIGIBLE PROJECT COSTS HAVE BEEN COLLECTED FROM APPORTIONED INCREMENTS; AUTHORIZING THAT ALL AD VALOREM TAX INCREMENTS, IF ANY, IN EXCESS OF THE AMOUNTS REQUIRED FOR PAYMENT OF AUTHORIZED PROJECT COSTS FOR INCREMENT DISTRICT NUMBER ONE, CITY OF MIDWEST CITY, BE PAID TO THE COUNTY TREASURER FOR DISTRIBUTION TO THE RESPECTIVE AFFECTED TAXING ENTITIES

WHEREAS, following procedures prescribed by the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.* (“Act”), the City Council adopted the Midwest City Downtown Redevelopment Project Plan (“Project Plan”) on August 27, 2002, by Ordinance No. 2852, creating Increment District Number One, City of Midwest City, an ad valorem increment district (“Increment District No. 1”), and further amended the Project Plan by on October 12, 2004, by Ordinance No. 2936, and on January 18, 2005, by Ordinance No. 2945; and

WHEREAS, the Project Plan was adopted to support the achievement of revitalization efforts of the City of Midwest City to reverse economic stagnation and decline in the original downtown of Midwest City; to attract investment in the area; to enhance and preserve the tax base; and make possible investment, development, and economic growth that would otherwise be difficult or impossible without the project and the apportionment of taxes from within Increment District No. 1; and

WHEREAS, Section 861(A) of the Act authorizes the apportionment of increments from an increment district for a period of twenty-five fiscal years or the period required for payment of project costs, whichever is less; and

WHEREAS, the Project Plan authorized project costs of \$7,000,000.00, provided, however, that in no case apportionment of revenues under the Project Plan extend beyond twenty (20) years from the effective date; and

WHEREAS, increment revenues collected from Increment District No. 1 have been sufficient to pay the total amount of project costs authorized by the Project Plan; and

WHEREAS, in accordance with the Local Development Act, it is in the best interests of the City of Midwest City and its citizens to dissolve Increment District No. 1, created by the

approval and adoption of the Project Plan and Ordinance No. 2852, and further amended by Ordinance No. 2936 and Ordinance No. 2945.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY:

Section 1. The City Council hereby finds that increment revenues collected from Increment District No. 1, as created by the adoption and approval of the Project Plan and Ordinance No. 2852, amended by Ordinance No. 2936 and Ordinance No. 2945, have been sufficient to pay the total amount of project costs authorized by the Project Plan.

Section 2. Increment District No. 1 shall terminate and dissolve on the date this Ordinance is approved and enacted, after which date all tax apportionment financing authorized by the Project Plan shall end.

Section 3. All ad valorem tax increments, if any, collected from Increment District No. 1 in excess of the amounts required for payment of authorized project costs shall be paid to the County Treasurer for distribution to the respective affected taxing entities pursuant to Section 861(C) of the Act; and

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such portion shall not affect the validity of the remaining portions of this Ordinance.

PASSED AND APPROVED by the Mayor and Council of Midwest City, Oklahoma, this ____ day of _____, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

Mayor

ATTEST:

City Clerk

APPROVED as to form and legality this ____ day of _____, 2017.

City Attorney

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: September 12, 2017

SUBJECT: Discussion and consideration of entering into an interlocal agreement among and between Oklahoma County, a political subdivision of the State of Oklahoma (“Oklahoma County”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Oklahoma City”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Edmond”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Midwest City”). The agreement is designed to study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, promote increased efficiency and effectiveness of the criminal justice system, recommend policies and programs to: reduce recidivism, reduce jail population, to increase community and public safety, and recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for the criminal justice system in Oklahoma County.

The City of Midwest City is a major consumer of the Oklahoma County criminal justice system and the Oklahoma County jail and has been requested to enter into this contract. This interlocal agreement will assist the Cooperating Entities in improving cooperation and coordination of activities that affect the criminal justice system in Oklahoma County. It will promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among the Cooperating Entities and all parts of the criminal justice system in Oklahoma County, reduce incarceration, and control costs. It will provide advice to the Cooperating Entities on issues concerning the physical facility of the Oklahoma County Jail, or the jails of the signatory municipalities, including advice about necessary or advisable improvements to such jails.

Additionally, the agreement will recommend policies and programs that will lead to a more efficient and effective administration of the criminal justice system, the participating parties will collect and analyze data, accumulate and evaluate ideas, and conduct studies to enhance the criminal justice system in Oklahoma County involving but not limited to:

- 1) community and public safety,
- 2) cost control in the criminal justice system,
- 3) communication and collaboration among the Cooperating Entities and all parts of the criminal justice system in Oklahoma County regarding shared criminal justice concerns,

- 4) alternatives to incarceration,
- 5) reduction of the jail population
- 6) reduction of recidivism, and
- 7) community support for criminal justice reform.

The participating parties will share information and recommendations for best legislative and administrative practices and policies for enhancing the criminal justice system with the Cooperating Entities, the State Legislature, and other parties engaged in or affecting the criminal justice.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Brandon Clabes", written over a horizontal line.

Brandon Clabes, Chief of Police

Attachment: Interlocal Agreement

INTERLOCAL AGREEMENT

This Interlocal Agreement (“Agreement”) is among and between Oklahoma County, a political subdivision of the State of Oklahoma (“Oklahoma County”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Oklahoma City”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Edmond”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Midwest City”).

WITNESSETH:

WHEREAS, pursuant to 74 O.S. §1001 et seq., local government entities are authorized to enter into an Interlocal Agreement for the purpose of making the most efficient use of their several powers and to jointly cooperating for their mutual advantage; and

WHEREAS, Oklahoma County, Oklahoma City, Edmond, and Midwest City (collectively “Cooperating Entities”) are the local government units and public agencies entering and creating this Agreement and for the purpose of creating an entity to carry out cooperative functions; and

WHEREAS, Oklahoma County is the subdivision of the State of Oklahoma with certain constitutional and statutory authority in Oklahoma County; and

WHEREAS, The City of Oklahoma City is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution with certain constitutional and statutory authority in Oklahoma City which is within Oklahoma County; and

WHEREAS, The City of Edmond is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution with certain constitutional and statutory authority in Edmond which is within Oklahoma County; and

WHEREAS, The City of Midwest City is an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution with certain constitutional and statutory authority in Midwest City which is within Oklahoma County; and

WHEREAS, the Cooperating Entities desire to promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among the Cooperating Entities, reduce unnecessary incarceration, and control costs; and

WHEREAS, the intent of the Cooperating Entities through greater cooperation and coordinated action is to:

- study and evaluate the criminal justice system,
- collect and analyze data related to the criminal justice system,
- promote increased efficiency and effectiveness of the criminal justice system,
- recommend policies and programs to:
 - reduce recidivism,
 - reduce jail population, and
 - increase community and public safety,
- recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for the criminal justice system.

NOW THEREFORE, in consideration of the mutual obligations and benefits described herein, the Cooperating Entities hereby enter into this Agreement as follows:

1. COUNCIL CREATED

There is hereby created by this Agreement a separate legal entity to be known as the Oklahoma County Criminal Justice Advisory Council (“Council”).

2. PURPOSE

A. The Council will assist the Cooperating Entities in improving cooperation and coordination of activities that affect the criminal justice system in Oklahoma County.

B. The Council will promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among the Cooperating Entities and all parts of the criminal justice system in Oklahoma County, reduce incarceration, and control costs.

C. The Council will provide advice to the Cooperating Entities on issues concerning the physical facility of the Oklahoma County Jail, or the jails of the signatory municipalities, including advice about necessary or advisable improvements to such jails.

D. For the purpose of recommending policies and programs that will lead to a more efficient and effective administration of the criminal justice system, the Council will collect and analyze data, accumulate and evaluate ideas, and conduct studies to enhance the criminal justice system in Oklahoma County involving but not limited to:

- 1) community and public safety,
- 2) cost control in the criminal justice system,

- 3) communication and collaboration among the Cooperating Entities and all parts of the criminal justice system in Oklahoma County regarding shared criminal justice concerns,
- 4) alternatives to incarceration,
- 5) reduction of the jail population
- 6) reduction of recidivism, and
- 7) community support for criminal justice reform.

E. The Council will share information and recommendations for best legislative and administrative practices and policies for enhancing the criminal justice system with the Cooperating Entities, the State Legislature, and other parties engaged in or affecting the criminal justice.

F. The Council will annually review its goals and strategic plan during its regularly scheduled meeting in April. If such meeting is cancelled for any reason, then this annual review will occur prior to May 31 of that year. Pursuant to this review, the Council will determine whether the Council is adequately addressing its goals and implementing its strategic plan.

3. POWERS OF THE COUNCIL

The Council is advisory and has no constitutional or statutory powers. The Council provides written recommendations to the Cooperating Entities that the Council determines will achieve the purposes of the Council.

4. COUNCIL MEMBERS

A. The Council shall consist of the following members (“Members”):

- 1) A Commissioner from the Board of Oklahoma County Commissioners, as designated by the Board of County Commissioners.
- 2) The Presiding Judge of the Oklahoma County District Court.
- 3) The Court Clerk of Oklahoma County.
- 4) The District Attorney of Oklahoma County.
- 5) The Sheriff of Oklahoma County.
- 6) The Oklahoma County Public Defender.
- 7) The Commissioner of the Oklahoma Department of Mental Health and Substance Abuse Services.
- 8) The City Manager of Oklahoma City.
- 9) The Presiding Judge of Oklahoma City Municipal Court.

- 10) The Court Administrator of the City of Oklahoma City.
- 11) The Chief of Police of Oklahoma City.
- 12) The City Manager of Edmond, or their designee.
- 13) The City Manager of Midwest City, or their designee.
- 14) The President of the Greater Oklahoma City Chamber of Commerce.
- 15) An additional representative designated by the Greater Oklahoma City Chamber of Commerce.
- 16) A community representative designated by vote of the Council ("First Community Representative").
- 17) A community representative designated by vote of the Council. ("Second Community Representative").
- 18) A community representative designated by vote of the Council. ("Third Community Representative").
- 19) A community representative designated by vote of the Council. ("Fourth Community Representative").

B. Members who are designated by their position as a State, County or City elected official, an employee or an appointee shall be Members for so long as they hold such position.

C. Member who is designated by his/her position as the President of the Greater Oklahoma City Chamber of Commerce shall be a Member for so long as that person holds such position.

D. Member who is the additional representative designated by the Greater Oklahoma City Chamber of Commerce shall be a Member until the Secretary of the Council is notified by the President of the Greater Oklahoma City Chamber of Commerce of a change in designated representative.

E. Members who are the community representatives designated by vote of the Council shall be Members until the Council votes to designate different representatives at a duly called meeting of the Council. The Council will vote annually at its first meeting of the new calendar year to designate the First Community Representative and Second Community Representative, Third Community Representative, and Fourth Community Representative. These Members are elected annually so that the said representatives may be thanked for their service but so that no expectation of re-designation is created thereby providing the Council the flexibility to change its membership to better address subsequent, new, or additional issues. These Members may be re-elected for additional term(s) if the Council so elects.

F. Absence of any Council Member Council will not preclude the Council from meeting or acting whenever a quorum is present. In determining a quorum, positions that are vacant shall not be considered.

5. SUBCOMMITTEES

A. The Council may establish, disestablish structure and restructure such subcommittees ("Subcommittees") as it deems necessary or appropriate to fulfill the Council's purpose, further its goals and strategic plan, or address any other issues under its consideration.

B. The Council may appoint such Council Members and non-Council Members as it deems necessary or appropriate to participate in each Subcommittee ("Subcommittee Participants"). The Council will designate a Member of the Council as Subcommittee Chair. Subcommittees will meet as deemed necessary by their Subcommittee Chairs in consultation with the Council.

C. No Subcommittee may include a majority of the Council Members. Subcommittees will study assigned issues and make recommendations to the Council. Subcommittees will be advisory and will not take or be delegated any authority to act on behalf of the Council. As Subcommittees are advisory, will not include a majority of the Council Members, and are intended to encourage frank and open discussion between Subcommittee Participants, Subcommittee meetings are not public meetings and will only be open to the public as determined by the Council.

D. The Council may remove such Council Members and non-Council Members from any Subcommittee as it deems necessary or appropriate.

6. TERM OF THE AGREEMENT

A. The term of this Agreement shall be for five years from the Effective Date. The term of this Agreement may be extended by written amendment approved by all four Cooperating Entities. Prior to the expiration of this Agreement, the Chairperson of the Council will provide the Cooperating Entities at least six (6) months' notice of the pending expiration date.

B. Upon expiration of this Agreement, the Council will dispose of any funds and any property rights and interests remaining in the ownership or control of the Council as determined by a vote of the majority of Council present at a duly called meeting at which a quorum is present. Should the Council fail to act prior to the expiration of this

Agreement, then the Council will divide the funds and any property rights and interests, which are remaining in the ownership or control of the Council, among the Cooperating Entities as the Council so determines.

C. This Agreement may be terminated and the Council may be dissolved at any time by a two-thirds vote of the Council Members.

D. Upon termination of this Agreement by the Council, the Council will dispose of any funds and any property rights and interests, which are remaining in the ownership or control of the Council, as determined by a vote of the majority of Council present at a duly called meeting at which a quorum is present. The Council will distribute any funds, property rights and interests which are remaining in the ownership or control of the Council to the applicable Contributing Entities in proportion to the Contributing Entities' applicable contribution.

7. COMPENSATION

The Council's Members, Council Subcommittee Participants and the Secretary of the Council will all serve without compensation or reimbursement of expenses from the Council.

8. CONFLICTS

Each Council Member who has a private pecuniary or property interest in a matter being considered by the Council must immediately inform the Council Chairperson and Council Secretary of the potential conflict of interest. If the Council's Chairperson has a private pecuniary or property interest in a matter being considered by the Council he or she must immediately inform the Council's Vice-Chair and Secretary of the potential conflict of interest. If a Council Member has a private pecuniary or property interest in a matter being considered by the Council they must recuse themselves from the Council's discussion and vote on such matter.

9. OFFICERS

A. Election - At the First Council Meeting and subsequently at the first meeting of the Council of each calendar year, the Council will nominate and elect a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary and such other officers as it deems necessary. The term of office will begin following such vote.

B. The Secretary and Assistant Secretary need not be a Member. All other officers must be Members. The Secretary and Assistant Secretary will be responsible for posting and publishing the Council agenda, taking and publishing Council minutes, maintaining Council records as required by the Open Records Act, responding to Open Records Act requests and notifying Members of Council meetings.

C. The Council's Chairperson, or in his/her absence the Vice-Chairperson, will preside at Council meetings. The Chairperson, or in his/her absence the Vice-Chairperson, has the authority to sign any official documents or reports authorized or approved by the Council on behalf of the Council. The Secretary or Assistant Secretary will attest each official document and report of the Council. The Vice-Chairperson will act as the Chairperson in the Chairperson's absence or as requested by the Chairperson.

D. The other officers nominated by the Council will perform applicable duties assigned by the Council.

E. Any officer may succeed himself/herself. If for any reason the Council fails to elect a Chairperson, Vice-Chairperson, Secretary, or Assistant Secretary at the first meeting of any calendar year, then the officer for the previous year will continue to service until the election is held. Any Member may nominate any other Member for any office on the Council. Election will be determined by a majority vote of the Council at any duly called Council meeting at which a quorum is present.

F. No officer elected by the Council will be removed from office, except by a vote of the Council, for good cause, during a duly called Council meeting.

10. COUNCIL MEETINGS

A. The First Council Meeting shall be at the time and date set by the President of the Greater Oklahoma City Chamber of Commerce. The First Council Meeting must be no later than sixty (60) days from the Effective Date of this Agreement. The City of Oklahoma City will host the First Council Meeting in the Conference Room on the Tenth Floor, 420 West Main Street, Oklahoma City, Oklahoma.

- 1) The President of the Greater Oklahoma City Chamber of Commerce will call the First Council Meeting to order and the first item of business at the First Council Meeting will be the election of the Chairperson, and Vice-Chairperson from among the Council's Members and the Secretary and Assistant Secretary.
- 2) The second item of business at the First Council Meeting will be to appoint the First Community Representative, the Second Community Representative, the Third Community Representative, and the Fourth Community Representative.
- 3) The third item of business at the First Council Meeting will be to appoint the Treasure and Assistant Treasurer from among the Council Members..

- 4) The fourth item of business at the First Council Meeting will be the appointment of general counsel to the Council who will serve without compensation or reimbursement of expenses from the Council.
- 5) The fifth item of business at the First Council Meeting will be to establish the time, date, and place for the next meeting and/or for the remainder of the calendar year.
- 6) The sixth item of business at the First Council Meeting will be establishing a procedure for creating agenda and providing notices of all meetings.
- 7) The seventh item of business at the First Council Meeting will be establishing a procedure for creating subcommittees.

B. The Council must designate the time and place of all subsequent Council meetings, which meetings must be conducted in compliance with the Oklahoma Open Meeting Act.

C. In order to encourage open discussion, subcommittee meetings are not public meetings unless a majority of the Council is present or unless otherwise determined by the Council to be required by the Oklahoma Open Meeting Act.

D. Regularly scheduled Council meetings will be held no less frequently than monthly. By December 15 of each year, the Council will provide written notice to the Oklahoma County Clerk and the City Clerks of the respective Cooperating Entities of the date, time, and place of all regularly scheduled meetings for the following calendar year. Written notice of any changes to the date, time, or place of any regularly scheduled meeting will be given to the Oklahoma County Clerk and respective City Clerks.

E. Agenda and minutes of the actions of the Council will be kept and made available to the public in compliance with the Oklahoma Open Records Act.

F. If circumstances require the Council to meet other than or in addition to a regularly scheduled Council meeting, then by notice from the Chairperson or notice from the Vice Chairperson or by written request of a majority of the Members a Special Meeting may be called. Such written notice of a Special Meeting must be provided to the Oklahoma County Clerk, respective City Clerks, and Council Members at least forty-eight (48) hours (excluding weekends and holidays) prior to such Special Meeting.

G. A written Council meeting agenda will be provided to all Members at least forty-eight hours prior to any regularly scheduled meetings. The written Council meeting agenda will be published for public notice in accordance with the Oklahoma Open Meeting Act, Title 25, § 301 et seq.

11. QUORUM

A quorum will be deemed to exist whenever the majority of the Members are present at a duly meeting called in accordance with Council procedures and the Oklahoma Open Meeting Act. In determining a quorum, positions that are vacant shall not be considered.

12. COUNCIL ACTION

- A. All Members will have an equal, single vote.
- B. An action may be taken by a majority vote of the Members present at a Council meeting in which a quorum is present for the vote. Such action will constitute an action of the Council.
- C. An action may only be taken at Council meetings and only on agenda items included in the notice of the Council meeting. Provided, however, the agenda item need only state the item of business to be transacted and need not state, recommend or anticipate the proposed action or decision of the Council.
- D. The Council may enter into Executive Session in accordance with the Oklahoma Open Meeting Act.
- E. The Secretary, or in his/her absence the Assistant Secretary, will sign all minutes.

13. FIDUCIARY RESPONSIBILITY OF THE COUNCIL

- A. The Council must deposit its funds into a restricted interest bearing account. Any funds held by the Council, and any interest accruing thereon, will only be expended by the Council as directed by action of the Council or as authorized by the Council. The Council will be responsible for proper administration, accounting, and expenditure of the funds of the Council.
- B. The Council may by action of the Council at any regularly scheduled meeting or any special meeting accept donations.
- C. The Council may by action of the Council at any regularly scheduled meeting or any special meeting enter into contracts.
- D. Disbursement of Council funds will only be pursuant to Council action at any regularly scheduled meeting or any special meeting or by resolution adopted by the

Council at any regularly scheduled meeting or any special meeting specifically authorizing disbursement of Council funds for enumerated purposes.

E. Disbursement of Council funds will require the signature of at least two Council Members. Disbursement of Council funds will be by checks signed by: (1) the Chairperson or Vice Chairperson of the Council, and (2) by the Council Member designated by the Council as Council Treasurer or Assistant Council Treasurer.

14. CONTRACTS

A. The Council may enter into such contracts as may be authorized and approved by the Council. The Council is authorized to make payments on contracts, claims, or obligations authorized or approved or ratified by the Council from the Council funds.

B. The Council may contract for such services and assistance as the Council determines is necessary or beneficial for the operation of the Council. Such contracts will be subject to available funding and resources.

C. Should the Council enter a contract to provide services, the Council will include in the cost of service, among other expenses, the following:

- 1) funding for a Treasurer, to be appointed by the Council, to account for all revenues, deposits, funds, expenditures and receipts;
- 2) funding for a contract or project manager to administrate the contract, prepare an annual report for the Council, and undertake such other administrative work needed to support the contract or project; and
- 3) funding for subcontractors, services, supplies and other resources.

D. Should the Council enter a contract to provide services, the Council will establish and maintain a budget and performance plan for accomplishing tasks, providing the services, preparing, presenting and publishing the work product, and performing such other administrative and contracted tasks.

15. AUDITING/RECORD KEEPING

The Council will be responsible for providing the Members quarterly reports and an annual audit of all funds received, interest accrued, and all claims and expenditures from Council funds.

16. BINDING EFFECT

This Agreement will become effective following the Oklahoma Attorney General’s approval and execution by each of the Cooperating Entities. The Effective Date of this Agreement shall be the date of approval by the Oklahoma Attorney General.

Execution of this Agreement by all Council Members and approval by the Oklahoma Attorney General binds each Cooperating Entity by all provisions of this Agreement. The Attorney General’s letter of approval will be provided to all parties upon approval.

17. NO THIRD PARTY BENEFICIARIES

The Council Members agree that no third party beneficiaries are created or will be deemed to have been created by this Agreement.

18. NOTICE

Any notice to be given under this Agreement will be deemed given on the date of electronic mail with email receipt confirmation, or upon personal delivery, or upon the date of mailing if mailed by certified mail, return receipt requested, with proper prepaid postage thereon, to the Council and the Cooperating Entities at the following addresses:

Oklahoma County Criminal Justice Advisory Council
c/o Secretary - _____

Email address: _____

Oklahoma County
c/o Chairman of the Board of County Commissioners
320 Robert S. Kerr Avenue
Oklahoma City, Oklahoma 73102

Email address: _____

Oklahoma City
c/o City Manager
200 N Walker Avenue – 3rd Floor
Oklahoma City, Oklahoma 73102

Email address: _____

Edmond
c/o City Manager

Email address: _____

Midwest City
c/o City Manager

J. Guy Henson
Midwest City, Oklahoma
Email address: ghenson@midwestcityok.org

and to the Council Member at the addresses provided to the Council Secretary and Chairperson. The authorized notice address for a Council Member may only be changed by giving written notice to the Council Secretary and Chairperson. The authorized notice address for the Council Secretary may only be changed by giving written notice to the Council Chairperson. The authorized notice address for a Cooperating Entity may only be changed by giving written notice to the other Cooperating Entities and the Council Secretary and Chairperson.

19. WHOLE AGREEMENT

It is understood and agreed by the Cooperating Entities that this Agreement contains all covenants, stipulations, and provisions agreed upon by said Cooperating Entities. No Cooperating Entity has authority to alter or change the terms hereof, except as provided herein. No Cooperating Entity is or will be bound by any statement or representation not in conformity herewith.

20. ORIGINALS

This Agreement may be executed in multiple copies, each of which will be deemed an original and all of which will constitute one and the same instrument. Upon execution by the last Cooperating Entities, the last Cooperating Entity to approve will forward it to the Attorney General's office for its records and distribute fully executed copies to the Council and each Cooperating Entity.

21. LIABILITY

- A. No Cooperating Entity will be liable for the acts or omissions of the Council, any Council Member, or any other Cooperating Entity. No Council Member will be liable for the acts or omissions of the Council, any other Council Member, or any Cooperating Entity.
- B. Council Members, while acting in their roles as Council Members, are not employees of the State of Oklahoma, Oklahoma County, Oklahoma City, Edmond, or Midwest City.
- C. No Council Member shall be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in the performance of the Council or in the operation of the Council purpose, but liability for any act, omission or obligation

of a Council Member or Council Members, in the execution of the Council or the Council purpose, or in operation of the Council or the Council purpose, shall extend only to the Council assets, or so much thereof as may be necessary to discharge such liability or obligation, and not otherwise.

22. AMENDMENT

This Agreement may only be amended or modified by a subsequent written agreement of all Cooperating Entities.

23. ASSIGNMENT

This Agreement cannot be assigned without the prior written consent of all Cooperating Entities.

24. OPEN RECORDS

All records of the Council will be subject to the applicable provisions of the Oklahoma Open Records Act.

25. OPEN MEETINGS

All Council meetings will be subject to the applicable provisions of the Oklahoma Open Meeting Act.

26. COMPETITIVE BIDDING ACT

All contracts for public improvements entered into by the Council will be subject to the applicable provisions of the Oklahoma Competitive Bidding Act.

27. OKLAHOMA LAW

This Agreement is made and shall be interpreted and enforced in accordance with Oklahoma law.

28. VENUE

Any litigation or action to interpret or enforce this Agreement must be brought in a State Court in Oklahoma County.

29. OTHER POWERS

The Council shall have such other and additional powers as may be permitted by Oklahoma law and as may be necessary or proper to accomplish its purposes.

This Agreement was approved by the Board of County Commissioners for Oklahoma County this _____ day of _____, 2017.

Attest:

**BOARD OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY**

Secretary

Chairman of the Board of County Commissioners

Approved for form and legality:

District Attorney

(The remainder of this page intentionally left blank)

This Agreement was approved by The City of Oklahoma City this _____ day of _____, 2017.

Attest:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

Reviewed for form and legality:

Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Edmond this _____ day of _____, 2017.

Attest:

THE CITY OF EDMOND

City Clerk

Mayor

Reviewed for form and legality:

City Attorney

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Midwest City this _____ day of _____, 2017.

Attest:

THE CITY OF MIDWEST CITY

City Clerk Sara Hancock

Mayor Matthew D. Dukes II

Reviewed for form and legality:

City Attorney Philip W. Anderson

(The remainder of this page intentionally left blank)

This Agreement was approved by the Presiding Judge of Oklahoma County on this _____ day of _____, 2017.

By _____

Print Name _____

As Oklahoma County Presiding Judge

This Agreement was approved by the Sheriff of Oklahoma County on this _____ day of _____, 2017.

By _____

Print Name _____

As Oklahoma County Sheriff

(The remainder of this page intentionally left blank)



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: September 12, 2017

SUBJECT: Discussion and consideration of entering into a professional services agreement among and between the Oklahoma County Criminal Justice Advisory Council (“Council”), and Oklahoma County, a political subdivision of the State of Oklahoma (“Oklahoma County”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Oklahoma City”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Edmond”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“Midwest City”). The agreement is a separate legal entity created pursuant to the Interlocal Agreement entered into by Oklahoma County, Oklahoma City, Edmond and Midwest City pursuant to 74 O.S. 1001 et seq.; designed to study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, promote increased efficiency and effectiveness of the criminal justice system, recommend policies and programs to: reduce recidivism, reduce jail population, to increase community and public safety, and recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for the criminal justice system in Oklahoma County.

The City of Midwest City is a major consumer of the Oklahoma County criminal justice system and the Oklahoma County jail and has been requested to enter into this contract. This professional services agreement will provide the Cooperating Entities with the professional services requested herein and provide the work products identified within the Agreement, which will promote and foster enhancement to the criminal justice system. The Agreement identifies the legal entity created pursuant to the Interlocal agreement, why the need for professional services, the scope of professional services, responsibilities of the legal entity and compensation for services rendered. It is estimated the initial cost of the services could be \$250,000.00 which the City of Midwest City would be responsible for 3.6 percent or approximately \$9,000.00 if utilized.

There are additional stipulations as outlined in the professional services agreement.

Staff recommends approval.

Chief Brandon Clabes

Attachment: Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT WITH THE
OKLAHOMA COUNTY CRIMINAL JUSTICE ADVISORY COUNCIL**

This Professional Services Agreement (“**Agreement**”) is made and entered into by and between The Oklahoma County Criminal Justice Advisory Council (“**Council**”) and, Oklahoma County, a political subdivision of the State of Oklahoma (“**Oklahoma County**”), The City of Oklahoma City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“**Oklahoma City**”), The City of Edmond, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“**Edmond**”), and The City of Midwest City, an Oklahoma municipal corporation and a charter city organized and existing pursuant to the Oklahoma State Constitution (“**Midwest City**”).

WITNESSETH:

WHEREAS, the **Council** is a separate legal entity created pursuant to the Interlocal Agreement entered into by **Oklahoma County, Oklahoma City, Edmond and Midwest City** pursuant to 74 O.S. §1001 et seq.; and

WHEREAS, the **Council** exists for the purpose of assisting **Oklahoma County, Oklahoma City, Edmond and Midwest City** in improving cooperation and coordination of activities that affect the criminal justice systems in Oklahoma County; and

WHEREAS, it is the desire of **Oklahoma County, Oklahoma City, Edmond and Midwest City** to promote, foster, and enhance criminal justice systems in their respective cities and in Oklahoma County; and

WHEREAS, the **Council** is an advisory board composed of leaders in the community and the criminal justice system with special knowledge of the criminal justice system in **Oklahoma County, Oklahoma City, Edmond and Midwest City**; and

WHEREAS, the **Council** has years of experience and expertise and is uniquely positioned to study the current criminal justice system and to research and assimilate data, and information and to make recommendations for better cooperation and communication between **Oklahoma County, Oklahoma City, Edmond and Midwest City** and for the enhancement of the criminal justice system and community and public safety; and

WHEREAS, **Oklahoma County, Oklahoma City, Edmond and Midwest City** desire to utilize the cumulative experience and knowledge of the **Council** and to engage the **Council** to provide professional program services and to develop recommendations for the criminal justice systems in **Oklahoma County, Oklahoma City, Edmond and Midwest City**, which will also enhance the social and economic well-being of these communities and their citizens; and

WHEREAS, the **Council** desires to provide **Oklahoma County, Oklahoma City, Edmond and Midwest City** with the professional services requested herein and to provide the work products identified within the **Agreement**, which will promote and foster enhancement to the criminal justice system and to these communities; and

WHEREAS, the Council will retain a professional staff with experience where necessary to supplement its expertise and resources.

NOW, THEREFORE, in exchange for the consideration, covenants, agreements, and premises set forth herein, the parties hereto agree as follows:

SECTION 1. COUNCIL.

The Council is a separate legal entity created pursuant to the an Interlocal Agreement entered into by **Oklahoma County, Oklahoma City, Edmond and Midwest City** in accordance with 74 O.S. §1001 et seq.

SECTION 2. COUNCIL TO PROVIDE PROFESSIONAL SERVICES.

Oklahoma County, Oklahoma City, Edmond and Midwest City engage the Council and the Council agrees to provide professional services to **Oklahoma County, Oklahoma City, Edmond and Midwest City** that will:

A. assist **Oklahoma County, Oklahoma City, Edmond and Midwest City** in improving cooperation and coordination of activities that affect their individual and collective criminal justice systems;

B. promote policies that will lead to a more effective criminal justice system, enhance public safety, encourage regular communication and collaboration among **Oklahoma County, Oklahoma City, Edmond and Midwest City**, reduce unnecessary incarceration, and control costs;

C. study and evaluate the criminal justice system, collect and analyze data related to the criminal justice system, increase efficiency and effectiveness of the criminal justice system, recommend policies and programs to reduce recidivism, reduce jail population, and increase community and public safety, recommend policies and practices to control the costs of criminal justice system and incarceration, and increase community support for criminal justice reform;

D. collect and analyze data, accumulate and evaluate ideas, and conduct studies to enhance the criminal justice systems in Oklahoma County including but not limited to:

- 1) community and public safety,
- 2) cost control in the criminal justice system,
- 3) communication and collaboration among **Oklahoma County, Oklahoma City, Edmond and Midwest City** regarding shared criminal justice concerns,
- 4) alternatives to incarceration and options for reducing jail population,
- 5) reduction of recidivism, and
- 6) the increase of community support for criminal justice reform.

E. share information and recommendations for best legislative and administrative practices and policies for enhancing the criminal justice system with the **Oklahoma County, Oklahoma City, Edmond and Midwest City**, the State Legislature, and other parties engaged in or affecting the criminal justice.

SECTION 3. SCOPE OF SERVICES.

A. The professional services to be provided by the **Council** in performance of this **Agreement** shall consist of all professional advice and insight and other related resources necessary for the accomplishment of the objectives set forth in this **Scope of Services** and in **Attachment A, Reports and Recommendations**, including submission of all required Quarterly and Final Reports and any other obligations set forth herein.

B. In performing this **Agreement**, the **Council** shall provide the necessary, qualified and competent personnel predominantly assigned to the accomplishment of the objectives set forth in Section 2 of this **Agreement**, this **Scope of Services** and **Attachment A**.

SECTION 4. RESPONSIBILITIES OF COUNCIL.

A. The **Council** shall be accountable to **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** for the provision of all professional staff, offices and other related services or resources needed to accomplish the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**, and for enhancing the criminal justice systems and community and public safety in **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**.

B. The parties understand that the **Council** is responsible for the day-to-day provision of professional services for the accomplishment of the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**, and for reporting on the same by means of the Reports and Recommendations required by **Attachment A** to this Agreement.

SECTION 5. COMPENSATION FOR SERVICES RENDERED;

A. Upon delivery of each Quarterly Report set forth in **Attachment A, Oklahoma County, Oklahoma City, Edmond** and **Midwest City** shall pay the **Council** for services rendered in the quarterly amount of _____, as set forth in subsection 5 (B) below.

B. As between **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**, each party shall pay a percent of each quarterly installment.

1. **Oklahoma County** will pay 50 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the Chairperson of the Council of County Commissioners,
2. **Oklahoma City** will pay 40.6 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Oklahoma City,
3. **Edmond** will pay 5.8 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Edmond, and
4. **Midwest City** will pay 3.6 percent of each quarterly payment within fifteen (15) calendar days of receipt of each Quarterly Report by the City Manager of the City of Midwest City.

None of the payers, **Oklahoma County, Oklahoma City, Edmond** or **Midwest City**, will be responsible for the payment or non-payment by any other payer. The **Council** shall submit a

Quarterly Report together with an invoice for the quarterly installment due under this Section 5 for services rendered during the prior quarter. The invoice submitted must meet the requirements for claims by contractors as set forth by each respective payer.

C. The Chairperson and respective City Managers will review each Quarterly Report and invoice to verify services performed meet the requirements of this **Agreement**. The Chairperson or any City Manager may request any additional information needed to fully document the **Council's** work in furtherance of the objectives set forth in Section 2 of this **Agreement** and the **Scope of Services**. Chairperson and each respective City Manager shall complete his or her review within five business days of the submission of the Quarterly Report and invoice by the **Council** and, if found to be satisfactory, shall process the invoice for payment; provided, if the Chairperson or any City Manager reasonably finds that the Quarterly Report or invoice are not satisfactory, he or she must immediately notify the Council and may withhold payment until any deficiencies in the form of the Quarterly Report or invoice have been corrected by the **Council**. Following receipt of such revised Quarterly Report or invoice form, the claim shall be processed for payment within ten (10) calendar days.

D. The **Council** understands and agrees that the payment of funds by **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** to the **Council** under this **Agreement** shall be subject to annual appropriation and budgeting as required by Oklahoma law, and that any funds to be paid to the **Council** for the professional services provided hereunder shall be limited to the amount of funds appropriated for use in making payment to the **Council**.

E. In addition to the above payments for Quarterly Reports, in exchange and support of the professional services provided by the **Council, Oklahoma County** will provide the necessary legal services to the **Council** on issues regarding the **Oklahoma County's** criminal justice system.

F. In addition to the above payments for Quarterly Reports, in exchange and support of the professional services provided by the **Council, Oklahoma City** will provide the services of the City Clerk as Secretary to the **Council** to assist with the requirements of the Oklahoma Open Meeting Act by receiving the Surrogate notification, publishing the advance notice of the Council's meetings and taking the Council's minutes, in accordance with 25 O.S. § 312.

SECTION 6. NO EXTRA SERVICES AND AMENDMENTS.

No claims for extra work or services of any kind or character beyond those set forth in this **Agreement** or beyond the funds available hereunder shall be recognized by or be binding on **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** unless such work or services are first approved by **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** by written amendment. Any amendments to this **Agreement** to increase payments to the **Council** for services above the amounts specified in this **Agreement** or to change the **Scope of Services** specified herein shall also be subject to approval in writing by **Oklahoma County, Oklahoma City, Edmond** and **Midwest City**. Amendments to this **Agreement** which impact the **Scope of Services** must be approved by all parties prior to initiation of such services.

SECTION 7. COUNCIL IS INDEPENDENT CONTRACTOR.

A. The **Council** is acting as an independent contractor and the employees, agents and consultants of the **Council** and the **Council** Members, while acting in their roles as Council Members, are not employees of **Oklahoma County, Oklahoma City, Edmond or Midwest City.**

B. Neither the **State of Oklahoma** nor **Oklahoma County,** nor **Oklahoma City,** nor **Edmond** nor **Midwest City** will be liable for the acts or omissions of the Council, any Council Member, or any other Cooperating Entity. No Council Member will be liable for the acts or omissions of the Council, any other Council Member, or any Cooperating Entity.

C. Council Members, while acting in their roles as Council Members, are not employees of the **State of Oklahoma, Oklahoma County, Oklahoma City, Edmond,** or **Midwest City.**

SECTION 8. BEST EFFORTS.

The **Council** agrees to devote its best efforts and resources to the interests of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City** and to endeavor in every way to successfully promote enhancement of the criminal justice system and community and public safety in the performance of all services requested or required in this Agreement.

SECTION 9. ASSIGNMENT.

The **Council** may not assign or otherwise transfer this Agreement or delegate the duties or obligations herein contained without prior written approval of **Oklahoma County, Oklahoma City, Edmond** and **Midwest City.**

SECTION 10. CERTIFICATE OF NONDISCRIMINATION.

In connection with the performance of work and services under this Agreement, the Chairperson of the **Council** has executed a Certificate of Nondiscrimination which is attached hereto and made a part of this Agreement as if set forth in its entirety herein.

SECTION 11. NOTICES.

Any notice to be given under this **Agreement** will be deemed given on the date of electronic mail with email receipt confirmation, or upon personal delivery, or upon the date of mailing if mailed by certified mail, return receipt requested, with proper prepaid postage thereon, to the following addressees at the following addresses:

Oklahoma County Criminal Justice Advisory Council
c/o Secretary - _____

Email address: _____

Oklahoma County
c/o Chairman of the Board of County Commissioners
320 Robert S. Kerr Avenue Oklahoma City, Oklahoma 73102
Email address: _____

Oklahoma City
c/o City Manager
200 N Walker Avenue – 3rd Floor
Oklahoma City, Oklahoma 73102
Email address: _____

Edmond
c/o City Manager

Email address: _____

Midwest City
c/o City Manager J. Guy Henson
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Email address: ghenson@midwestcityok.org

or to such other address or addressee as any party may from time to time specify by written notice to all other parties.

SECTION 12. PROHIBITION AGAINST CONTINGENT FEES.

The **Council** warrants that **Council** has not employed or retained any company or person, other than a bona fide employee working for the **Council** to solicit or secure this **Agreement**, and that **Council** has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working for the **Council** any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this **Agreement**.

SECTION 13. CANCELLATION.

A. **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** may cancel this Agreement, or any portion of this Agreement, for cause, upon written notice to the **Council**. Cancellation for cause shall include any impropriety, default, or breach of contract on the part of the **Council** for which **Oklahoma County, Oklahoma City, Edmond** or **Midwest City** has provided ten (10) calendar prior days written notice of cancellation to which the **Council** has not responded or to which the **Council** has not adequately corrected during that ten (10) day period. Such notice must have been provided to all parties in accordance with the Notice Section herein.

B. The **Council** may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to **Oklahoma County, Oklahoma City, Edmond** and

Midwest City. Such notice must have been provided to all parties in accordance with the Notice Section herein.

C. In the event of any cancellation, any work product under development (complete or incomplete) shall be the property of **Oklahoma County, Oklahoma City, Edmond and Midwest City** and copies will be provided by the **Council to Oklahoma County, Oklahoma City, Edmond and Midwest City.**

SECTION 14. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW.

A. The **Council** shall comply with all existing and subsequently adopted laws and regulations of the State of Oklahoma and the United States of America relating or pertaining in any manner to this **Agreement.**

B. The laws of the State of Oklahoma shall govern the validity of this **Agreement,** its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this **Agreement** shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 15. IMMIGRATION COMPLIANCE

The **Council** agrees to comply with all applicable provisions of the "Oklahoma Taxpayer and Citizen Protection Act of 2007," (Act) codified in part at 25 O.S. §§ 1312 and 1313.

SECTION 16. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.

No officer, employee, contractor, or subcontractor of the **Council** shall accept any gratuity or kickback for the performance of work under this **Agreement.** The services of any officer, employee, contractor, or subcontractor of the **Council** who is found to have accepted any such gratuity or kickback shall be immediately terminated by the **Council.**

SECTION 17. DEFEND, INDEMNIFY AND SAVE HARMLESS.

To the fullest extent permitted by law, the **Council** agrees to release, defend, indemnify and save harmless **Oklahoma County, Oklahoma City, Edmond and Midwest City** and their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the **Council's** negligent acts, operations, errors and/or omissions under or in connection with this **Agreement** and the parties for whom either entity is legally responsible. The **Council** shall promptly advise **Oklahoma County, Oklahoma City, Edmond and Midwest City** in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the **Council,** at its expense, shall assume the defense of **Oklahoma County, Oklahoma City, Edmond and Midwest City** with counsel satisfactory to said entity. This section shall survive the expiration of this **Agreement.** Provided, however, the **Council** need not release, defend, indemnify or save harmless **Oklahoma County, Oklahoma City, Edmond and Midwest City** or their officers, agents and employees, from damages or

injuries resulting from the negligence of **Oklahoma County, Oklahoma City, Edmond and Midwest City**, or their respective officers, agents or employees. .

SECTION 18. WHOLE AGREEMENT.

The work and services to be provided by the **Council** are defined solely by this **Agreement**, and not by any other statements, documents, representations, contracts or agreements that may be associated with this **Agreement** or the negotiation or procurement hereof.

SECTION 19. AMENDMENT.

This **Agreement** supersedes all prior discussions and understandings and may only be modified by written amendment executed by the **Council, Oklahoma County, Oklahoma City, Edmond and Midwest City**.

SECTION 20. EFFECTIVE DATE, TERM, AND TIME.

A. This **Agreement** shall become effective as of _____, 2017, and shall supersede any prior agreements between the parties. The **Council** shall complete all work and services to be performed hereunder by June 30, 2018, provided PowerPoint presentations of the final Quarterly Report and the Final Recommendations to each **Oklahoma County, Oklahoma City, Edmond and Midwest City** may be presented after August 30, 2018, if so scheduled by said entity.

B. It is provided that this **Agreement** may be subsequently renewed annually upon mutual written agreement of all parties.

SECTION 21. CAPTIONS.

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

(The remainder of this page intentionally left blank)

This Agreement was approved by the Oklahoma County Criminal Justice Advisory Council this _____ day of _____, 2017.

Attest:

**OKLAHOMA COUNTY
CRIMINAL JUSTICE ADVISORY COUNCIL**

Secretary

Chairman of the Council

(The remainder of this page intentionally left blank)

This Agreement was approved by the Council of County Commissioners for Oklahoma County this _____ day of _____, 2017.

Attest:

**COUNCIL OF COUNTY COMMISSIONERS
OKLAHOMA COUNTY**

Secretary

Chairman of the Board of County Commissioners

Approved for form and legality

District Attorney

(The remainder of this page intentionally left blank)

This Agreement was approved by The City of Oklahoma City this _____ day of _____, 2017.

Attest:

THE CITY OF OKLAHOMA CITY

City Clerk

Mayor

Reviewed for form and legality

Municipal Counselor

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Midwest City this _____ day of _____, 2017.

Attest:

THE CITY OF MIDWEST CITY

City Clerk Sara Hancock

Mayor Matthew D. Dukes II

Reviewed for form and legality

Municipal Counselor/City Attorney
Philip W. Anderson

(The remainder of this page intentionally left blank)

This Agreement was approved by the City of Edmond City this _____ day of _____, 2017.

Attest:

THE CITY OF EDMOND

City Clerk

Mayor

Reviewed for form and legality

Municipal Counselor

(The remainder of this page intentionally left blank)

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance under the Agreement, the Council agrees as follows:

- A. The Council agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Council shall take affirmative action to ensure that employees are treated without regard to their race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Council and its subcontractors shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of The City of Oklahoma City setting forth the provisions of this Section.
- B. In the event of the Council's noncompliance with this Nondiscrimination Certificate, the Agreement may be canceled, terminated or suspended by **Oklahoma County, Oklahoma City, Edmond or Midwest City**. The Council may be declared by **Oklahoma County, Oklahoma City, Edmond or Midwest City** ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Council and/or its subcontractors.
- C. The Council agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Agreement.

I have read the above clause and agree to abide by its requirements.

*This form must be fully completed and signed
by the Council or Council's Authorized Agent.*

Name of Individual, Partnership, Limited Liability
Company, or Corporation, herein called "Contractor"

Signature of Contractor or Contractor's Authorized Agent
Type or print name and title of person who signed above

ATTACHMENT A
REPORTS AND RECOMMENDATIONS.

As a part of the Scope of Services specified in this Agreement and to keep **Oklahoma County, Oklahoma City, Edmond and Midwest City** informed of all progress and accomplishments, the **Council** shall provide the following Quarterly Reports to the Chairperson of the **Oklahoma County** Council of Commissioners, the City Manager of **Midwest City**, City Manager of **Edmond**, and City Manager of **Oklahoma City**:

- A. Quarterly Reports shall be submitted no later than the fifteenth (15th) day after the last day of each quarter of the calendar year (said fifteenth day being: April 15th, July 15th, October 15th, and January 15th). Quarterly Reports will provide sufficiently detailed information to document the Council's work to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Services during the preceding quarter.
- B. Each of the four Quarterly Reports shall contain the following written and documented elements:
 1. Narrative Overview briefly outlining:
 - a. Major accomplishments of the reported quarter, and
 - b. Major work to be undertaken in the next quarter.
 2. A listing of Goals, updated to show the quantitative progress and/or qualitative progress toward each stated goal.
 3. Attachments or information needed to fully inform the governing bodies of **Oklahoma County, Oklahoma City, Edmond and Midwest City** concerning the status of each service being performed and recommendations for the next quarter.
- C. Fourth Quarter Report: The written 4th Quarter Report is due by April 15, 2018, and shall also include the following elements:
 1. A PowerPoint presentation and an oral summary on the entire **Scope of Services** and all work performed under this Agreement presented by the **Council** to each of the governing bodies of **Oklahoma County, Oklahoma City, Edmond and Midwest City** not later than August 30, 2018, unless otherwise scheduled by request of **Oklahoma County, Oklahoma City, Edmond and Midwest City**, respectively.
 2. The 4th Quarter Report shall also:
 - a. detail the year's accomplishments under each Goal,
 - b. compare actual activities and accomplishments with each stated Goal,
 - c. identify and explain any significant variation from the Scope of Services; and
 - d. outline recommendations, plans, and projections for the next year, should the Agreement be renewed.

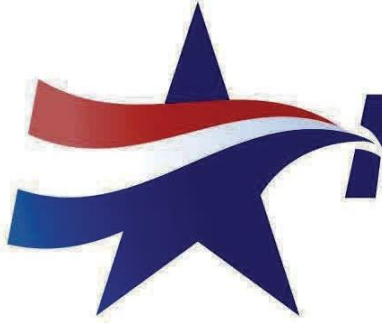
Oklahoma County, Oklahoma City, Edmond and Midwest City shall accept the **Scope of Services** as complete upon approval of the 4th Quarter Report and Presentations.

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NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY
AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

September 12, 2017 - 7:01 PM

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

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
 - [1.](#) Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 22, 2017 as submitted. (Secretary - S. Hancock)
 - [2.](#) Discussion and consideration of approving a lease with Oklahoma County for certain property located in an area known as the Glenwood Addition. (City Manager - G. Henson)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Municipal Authority Staff Briefing Minutes

August 22, 2017 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:27 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 22, 2017. The Trustees had no questions or comments for the Staff.

Chairman Dukes closed the meeting at 6:28 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

Midwest City Municipal Authority Minutes

August 22, 2017 – 7:01 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:22 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Consent Agenda. Dawkins made a motion to approve the consent agenda, as submitted, seconded by Byrne.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 8, 2017 as submitted.
2. Discussion and consideration of entering into an agreement with Yes Companies Exp Key LLC, to reinstate a previous agreement to provide water and sewer service to the Timberland mobile home park and a future site of a proposed elevated water tower on property east of the corporate limits of the City of Midwest City.
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending July 31, 2017.

Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: 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 7:23 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Municipal 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: J. Guy Henson, Administrator/General Manager

Date: September 12, 2017

Subject: Discussion and consideration of approving a lease with Oklahoma County for certain property located in an area known as the Glenwood Addition.

Attached is a lease for property in the Glenwood Addition which the Authority has used for Authority purposes which includes the Transfer Station. This lease is for a ten-year period. It is our intent to pursue the purchase of the property, but this lease will give us legal use of the property until we can come to terms on the acquisition of said property. The terms of the lease are similar to previous lease terms.

Staff recommends approval.



J. Guy Henson, ACIP



David B. Hooten
Oklahoma County Clerk

Danny Lambert, Chief Deputy
713-2331

July 27, 2017

Midwest City Municipal Authority
100 North Midwest Blvd
Midwest City, Ok 73110

To Whom It May Concern:,

On July 26, 2017, the Board of County Commissioners approved Lease Agreement. Please find enclosed two original contracts. Once signatures have been obtained, **please** mail two of the contracts to our office, at the address listed below. **If you can email a copy to rcharlow@oklahomacounty.org, I would appreciate it.**

Respectfully,

Rebecca Charlow, Deputy Clerk
For David B. Hooten, County Clerk
320 Robert S. Kerr Ave., Room 206
Oklahoma City, Ok 73102

Phone No. 405-713-6228
rcharlow@oklahomacounty.org

LEASE AGREEMENT

WHEREAS, the Midwest City Municipal Authority, a public trust, and a political subdivision of the State of Oklahoma, is duly organized and existing for the purpose, among others, of providing sanitation services for the citizens of the City of Midwest City, and to promote and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Board of County Commissioners of the County of Oklahoma is authorized by law to provide a solid waste management system to handle solid wastes within the boundaries of Oklahoma County; and

WHEREAS, the Board of County Commissioners of the County of Oklahoma is authorized by law to enter into agreements with public trusts to provide a solid waste management system for the county; and

WHEREAS, the Midwest City Municipal Authority, on the land that was the subject of that certain Lease Agreement between the Midwest City Municipal Authority and the Board of County Commissioners of the County of Oklahoma dated December 17, 1984, has constructed a facility to assist in the collection and transportation of solid waste material; and

WHEREAS, the Midwest City Municipal Authority has utilized that facility near its service center located at 8730 Southeast 15th Street in the City of Midwest City to assist in the collection and transportation of solid waste material since the facility's construction; and

WHEREAS, the Board of County Commissioners of the County of Oklahoma continues to own the land that is the subject of this lease and continues to be charged with providing a solid waste management system to handle solid wastes within the boundaries of Oklahoma County;

NOW, THEREFORE, for and in consideration of the following promises and covenants herein made by each of the parties hereto, it is covenanted and agreed as follows:

DEFINITIONS

"Facility" shall mean all improvements made and constructed by Lessee upon the Tract of Land.

"Lessee" shall mean the Midwest City Municipal Authority.

"Lessor" shall mean the Board of County Commissioners of the County of Oklahoma.

"Parties" shall mean Lessor and Lessee.

"Premises" shall mean the Tract of Land and the Facility.

"Tract of Land" shall mean the following:

A tract of land in Northeast Quarter, Section 11, Township 11 North, Range 2 West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, more particularly described: Beginning at a point 770 feet east and 650 feet north of the southwest corner of said northeast quarter; thence east parallel to the south line of said northeast quarter a distance of 737 feet more or less to a point 1133 feet west of the east line of said northeast quarter; thence north a distance of 714 feet more or less to the south R/W line of the abandoned railroad; thence northwesterly along said R/W line a distance of 60 feet; thence northeasterly along said R/W line a distance of 85 feet; thence northwesterly along said R/W line a distance of 440 feet; thence southwesterly on a curve to the left a distance of 415 feet more or less to a point 770 feet east of the west line of said northeast corner; thence south 886 feet more or less to the point of beginning, containing 15 acres more or less.

“Written Notice” shall mean giving notice, in writing, by first class mail to the following:

The Lessor by sending notice to:

Chairman of the Board of County Commissioners
320 Robert S. Kerr, Room 119
Oklahoma County Office Building
Oklahoma City, Oklahoma 73102

The Lessee by sending notice to:

Secretary
Midwest City Municipal Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

TERMS OF LEASE

The Parties covenant and agree as follows:

1. Lessor does hereby lease the Tract of Land to Lessee for its use for a solid waste management facility.
2. The term of this lease shall be from July 1, 2017, until June 30, 2027, with the lease being renewable on a ten-year basis. It is the intent of the parties to continue this lease for a period of 30 years; however, if any party desires to terminate this lease, then that party shall give six (6) months advance written notice.
3. Lessee covenants and agrees to designate at least one (1) weekend per month that the residents of unincorporated Oklahoma County may use the Facility to dispose

of residential solid waste during the hours the Facility is open to residents of the City of Midwest City and subject to the same fee schedule applicable to the residents of the City of Midwest City after each City resident's first four loads each year.


4. Lessee covenants and agrees to designate a location for all unincorporated Oklahoma County residents at which to dispose of their household hazardous waste subject to the same fee schedule applicable to the residents of other cities using Lessor's hazardous household waste facility.
5. Lessee shall pay no monetary rent to Lessor during the term of this lease, the consideration for this lease being the use of the Facility by the residents of unincorporated Oklahoma County as enumerated in (3) and (4) above.
6. Lessee covenants that during the term of this lease it will keep the Premises in good condition and will never allow the Premises to become a public nuisance.
7. Lessee will establish reasonable regulations limiting what types of garbage, refuse and debris that can be deposited on the Premises in order that any and all county, state and federal regulations are satisfied to protect the public health, safety and welfare.
8. Lessee shall provide a right of ingress and egress to property owners abutting the access road to the Premises.
9. Lessee shall not assign this lease or sublet the Premises or any part thereof without the written consent of Lessor.
10. Upon termination of this lease, Lessee shall surrender the Premises to Lessor in as good of a condition as they were at the beginning of this lease, ordinary wear excepted.
11. Lessor shall have the right of inspection of the Premises at reasonable times.
12. Lessee shall have the right to build and construct improvements upon the Tract of Land. It is understood and agreed between the parties that any such improvements shall be deemed the property of Lessee, removable by Lessee at Lessee's option at any time prior to the termination of this lease.
13. If either party elects to terminate this lease pursuant to the provisions of (2) above, Lessor may demand the removal of any or all improvements made upon the Tract of Land by Lessee, said improvements to be removed by Lessee within a reasonable period of time.
14. Any provision of this lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this lease.

- 15. Lessee covenants that it will hold Lessor harmless for any remedial clean up required under state or federal law or court order.
- 16. The parties hereto warrant that this lease has been brought before their respective Boards, and that approval of this lease and authorizing its execution has been duly passed.

Dated this 24th day of July, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF OKLAHOMA



Deputy County Clerk



Chairman

Dated this _____ day of _____, 2017.

ATTEST:

MIDWEST CITY MUNICIPAL
AUTHORITY

Secretary

Chairman



- Legend**
- Sections (>1:40,000)
 - Parcels
 - North Canadian River
 - Rivers
 - Lakes
 - Streets (>1:6,000)
 - OK County Boundary

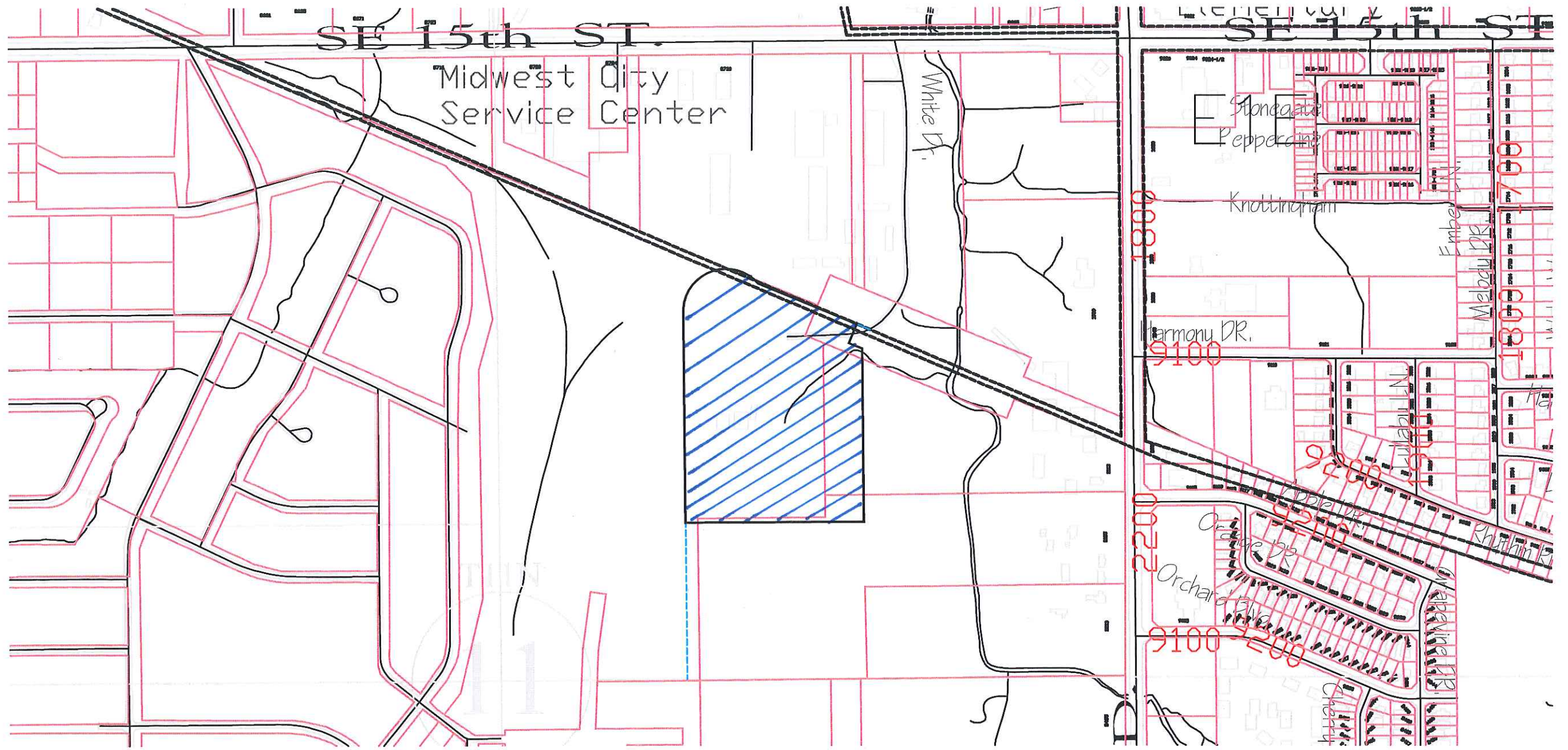
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WGS_1984_Web_Mercator_Auxiliary_Sphere
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

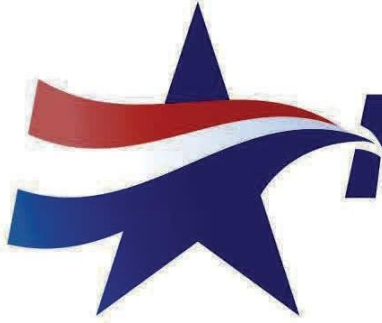
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NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

MEMORIAL HOSPITAL
AUTHORITY AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

September 12, 2017 - 7:02 PM

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

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
 - [1.](#) Discussion and consideration of approving the minutes of the staff briefing and regular meeting of August 22, 2017; and the special meeting of August 29, 2017 and September 6, 2017, as submitted. (Secretary - S. Hancock)
 - [2.](#) Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



DISCUSSION ITEMS



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

Midwest City Memorial Hospital Authority Staff Briefing Minutes

August 22, 2017 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:28 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and Secretary Sara Hancock. Absent: None.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for August 22, 2017. Staff discussed individual agenda items with the Trustees.

Chairman Dukes closed the meeting at 6:34 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for the regular meetings 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 Minutes

August 22, 2017 – 7:02 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 7:23 PM with the following members present: Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: None.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the August 8, 2017 staff briefing and regular meeting, as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Motion carried.
2. **Discussion and consideration of declaring all of Lots 5 – 7 and the east 55 feet of Lot 8; Block 6; Aviation Acres Addition (a/k/a 5900 – 5916 Short Street) surplus and directing Staff to dispose of the property for \$10.75 p/ft.² less closing costs.** Dawkins made a motion to declare the property surplus and dispose of it, as submitted, seconded by Moore. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: 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 was necessary.

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

Mayor Dukes recessed the meeting at 7:27 PM and resumed the meeting at 8:09 PM.

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.** Dawkins made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Motion carried. The Trustees went into executive session at 8:13 PM. Chairman Dukes resumed the meeting in open session at 9:31 PM. Dawkins made a motion to authorize the city manager to take action as discussed in executive session, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 9:31 PM

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice this special meeting of the Midwest City Memorial Hospital Authority was filed 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
Special Meeting

August 29, 2017 – 4:15 PM

This special meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 4:15 p.m. with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, Jeff Moore and Secretary Sara Hancock. Absent: None.

Discussion.

1. **Discussion and consideration of approving the Second Amendment to the Sooner Rose Phase II Development Financing Assistance Agreement with Sooner Investment Group, Inc.** Glen Goldschlager, 1409 Evergreen Circle, spoke with the Council. After discussion between staff and Council, Dawkins made a motion to approve the second amendment, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of approving an agreement with Enerfin Gathering, LLC, Houston, TX, and Sooner Investment Group to relocate a petroleum pipeline located in the Southwest Quarter of Section 4, Township 11 North, Range 2 West, I.M. as part of the second phase of the Sooner Rose Shopping Center.** After discussion between staff and Council, Dawkins made a motion to approve the agreement, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** Mr. Jim Garrels, President of Fiduciary Capital Advisors, spoke with the Council and after discussion; Eads made a motion to accept the review, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Discussion and consideration of the current Midwest City Memorial Hospital Authority Fund Statement of Investment Policy, Guidelines and Objectives.** Mr. Jim Garrels, President of Fiduciary Capital Advisors, spoke with the Council and after discussion; Dawkins made a motion to approve the revised Cash Reserve Policy, as discussed, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

There being no further business, Chairman Dukes closed the meeting at 5:02 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice this special meeting of the Midwest City Memorial Hospital Authority was filed 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
Special Meeting

September 6, 2017 – 12:00 PM

This special meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Acting Chairman Pat Byrne called the meeting to order at 12:01 PM with the following members present: Trustees Susan Eads, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Chairman Matt Dukes, Rick Dawkins, and Jeff Moore.

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.**

Reed made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Reed, Allen and Acting Chairman Byrne. Nay: none. Absent: Dawkins, Moore, and Chairman Dukes. Motion carried.

The Trustees went into executive session at 12:02 PM and returned to open session at 12:59 PM.

Reed made a motion to authorize the General Manager/Administrator to take action as discussed in executive session, seconded by Allen. Voting aye: Eads, Reed, Allen and Acting Chairman Byrne. Nay: none. Absent: Dawkins, Moore, and Chairman Dukes. Motion carried.

There being no further business, Acting Chairman Byrne closed the meeting at 12:59 PM.

MATTHEW D. DUKES, II, Chairman

ATTEST:

SARA HANCOCK, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: September 12, 2017

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

Sara Hancock, Secretary



NEW BUSINESS/
PUBLIC DISCUSSION

