



CITY OF MIDWEST CITY MEETINGS FOR MARCH 22, 2022

Meetings will be streamed live on the City of Midwest City's (MWC) YouTube channel: bit.ly/CityofMidwestCity.

The recorded video will be available on MWC's YouTube channel: bit.ly/CityofMidwestCity and MWC's website: www.midwestcityok.org within 48 hours. The meeting minutes and video can be found on MWC's website in the Agenda Center: <https://www.midwestcityok.org/meetings>.

To make a special assistance request, call Tami Anderson at 739-1220 or email her at tanderson@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.

MWC continues to take steps to follow federal, state and local guidelines regarding social distancing and crowd size. Thank you for helping us keep our community safe.

MIDWEST CITY COUNCIL AGENDA

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

March 22, 2022 – 6:00 PM

Presiding members: Mayor Matthew Dukes

Ward 1 Susan Eads

Ward 2 Pat Byrne

Ward 3 Española Bowen

Ward 4 Sean Reed

Ward 5 Christine Allen

Ward 6 Rick Favors

City Staff:

City Manager Tim Lyon

City Clerk Sara Hancock

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Assistant City Manager Vaughn Sullivan
- Pledge of Allegiance by Carl Albert High School ROTC Cadets
- Community-related announcements and comments
- Mayoral Proclamations: Councilmember Christine Price Allen, Councilmember Española Bowen, Telecommunicator Recognition Week, and Arbor Week

- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any Council member requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.
1. Discussion and consideration for adoption, including any possible amendment, of the February 22, 2022 meeting minutes. (City Clerk - S. Hancock)
 2. Discussion and consideration for adoption, including any possible amendment of the March 10, 2022 special meeting minutes. (City Clerk - S. Hancock)
 3. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of February 2022. (Finance - T. Cromar)
 4. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Fleet Fund, expenses/Fleet Maintenance (25) \$50,000. Disaster Relief Fund, expenses/Transfers Out (14) \$850,000. General Government Sales Tax Fund, revenue/Transfers In (05) \$850,000; expenses/Community Development (05) \$850,000. Reimbursed Projects Fund, revenue/Intergovernmental (15) \$41,500; expenses/Neighborhood Services (15) \$41,500. Decrease: 2022 Issue G.O. Bond Fund, revenue/Intergovernmental (64) \$140,175; expenses/Fire (64) \$140,175. (Finance - T. Cromar)
 5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - T. Bradley)
 6. Discussion and consideration for adoption, including any possible amendment of complex rules and regulations for Reed Ball Park and the Multipurpose Sports Complex. (City Manager - V. Sullivan)
 7. Discussion and Consideration for adoption, including any possible amendment of raising the admission and season passes cost at Reno Swim & Slide from \$3.00 to \$5.00 for 18 and under (2 and under would remain free), from \$6.00 to \$7.00 for 18-54, from \$3.00 to \$4.00 for 55 and older, early bird passes would increase from \$35.00 to \$40.00, after early bird from \$45 to \$50, private pool parties from \$350.00 to \$400.00, during hours party \$20.00 and begin offering family passes for \$175.00. (City Manager - V. Sullivan)
 8. Discussion and consideration for adoption, including any possible amendment to the Midwest City youth sports league rules and regulations for youth T-ball, baseball and softball. (City Manager - V. Sullivan)
 9. Discussion and Consideration, including any possible amendment, of approval of the naming of the Moving Forward 2018 General Obligation Bond Multipurpose Athletic Facility at 9400 SE 29th St. (Communications & Marketing – J. Ryan)

- [10.](#) Discussion and consideration of passing and approving a resolution, including any amendment thereto, to notify the public of publication of the most recent supplement, Supplement #17, dated February 2022, to the Midwest City Code of Ordinances and to ratify all other previous supplements and codifications. (City Clerk - S. Hancock)
- [11.](#) Discussion and consideration, including any possible amendment, to approve Change Order No. 2 with W.L. McNatt & Co., for material, labor and subcontracting services for Fire Station #1 Headquarters remodel in an increased amount of \$30,979 and to add 3 additional days of time. (Fire - B. Norton)
- [12.](#) Discussion and consideration of adopting and including any possible amendment of the City's Emergency Operations Plan for 2022-23. (Emergency Management - D. Wagner)
13. Discussion and consideration of adoption, including any possible amendment of approving an inspection contract with Great Plains Consulting, LLC for the oversight of the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$12,340.00 per month for a total of \$49,360.00. (Public Works - P. Menefee)
- [14.](#) Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Hendrix Services, LLC in the amount of \$9,109.20, \$11,176.90, and \$5,581.00, respectively. (Public Works - P. Menefee)
15. Discussion and consideration, including any amendment thereto, of entering into a maintenance and services contract with the Oklahoma Earthbike Fellowship for the purposes of designating them to maintain the SCIP Recreational Trail at no direct cost to City. (Engineering and Construction Services - B. Bundy)
- [16.](#) Discussion and consideration, including any amendment thereto, of approving Change Order #01 with the Oklahoma Department of Transportation for STPG-255F(481)AG, State Job Number 33347(04), Signal Upgrade Project for *-\$732.00*. (Engineering and Construction Services - B. Bundy)
- [17.](#) Discussion and consideration, including any amendment thereto, of approving Change Order #08 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street reconstruction for *-\$122,005.33*. (Engineering and Construction Services - B. Bundy)
- [18.](#) Discussion and consideration, including any amendment thereto, approving and entering into a contract between the Association of Central Oklahoma Governments and the City of Midwest City to receive \$58,270 to construct an active corridor along Adair Boulevard. (Engineering and Construction Services - B. Bundy)
- [19.](#) Discussion and consideration, including any amendment thereto, of ratifying, approving and entering into the FY 2022 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City. (Engineering and Construction Services - B. Bundy)

20. Discussion and consideration for adoption, including any possible amendment of change order #4 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in a decrease of \$39,613.67 and add 8 days of time. (Engineering and Construction Services - B. Bundy)
21. Discussion and consideration, including any amendment thereto, of entering into a contract with Kompan, Inc. in the amount of \$700,000 to design and build playground equipment for the future Mid-America Park expansion, a 2018 GO Bond Project. (Engineering and Construction Services - B. Bundy)
22. Discussion and consideration, including any amendment thereto, of awarding the bid to and entering into a contract with Downey Contracting L.L.C. in the amount of \$668,000 to construct the Midwest City Council Chambers COVID and ADA Retrofit project. (Engineering and Construction Services - B. Bundy)
23. Discussion and consideration, including any amendment thereto, of reappointing Jim McWhirter and Joel Bryant to the Builders' Advisory Board for an additional three-year term. (Engineering and Construction Services - B. Bundy)
24. Discussion and consideration including any possible amendment of, declaring (1) PRECOR C942 Treadmill as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)
25. Discussion and consideration, including any possible amendment, of declaring numerous miscellaneous parts as surplus, having no value and authorizing disposal by destruction. (Police - S. Porter)
26. Discussion and consideration including any possible amendment of, declaring (1) 2015 BMW Motorcycle Vin# 3502 as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)
27. Discussion and consideration of declaring Truck 050208, 2010 Ford PU, (Totaled), as surplus and authorizing disposal by sealed bid, public auction, or other means as necessary. (Engineering and Construction Services - B. Bundy)
28. Discussion and consideration, including any amendment thereto, of declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - S. Hancock)

D. DISCUSSION ITEMS.

1. (PC-2103) Public hearing with discussion and consideration for adoption, including any possible amendment of an ordinance to redistrict from C-3, Community Commercial, to SPUD, Simplified Planned Unit Development governed by the C-3, General Commercial district, and a resolution to amend the Comprehensive Plan from COMM to SPUD, Simplified Planned Unit Development with added uses of eating establishments: sit-down, alcoholic beverages permitted and brewpub, for the property described as McCorkle Park ADD E35ft of Lot 27 & all of Lots 28 & 29 addressed as 227 & 231 W. MacArthur. (Community Development - B. Harless)

2. (PC – 2104) Discussion and consideration for adoption, including any possible amendment of the Replat of the East 225 feet of Lot 6 and the East 225 feet of the South 20 feet of Lot Five, in Block Three of the Friendly Acres Subdivision, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 11113 Friendly Lane. (Community Development - B. Harless)
3. (PC – 2105) Public hearing with discussion and consideration, including any possible amendment of an application to rename Alicia Drive located within the Frolich Addition to Viewins Drive. (Community Development - B. Harless)
4. Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 10216 Alicia Drive for the notice and order for “Soft Surface Parking.” (Neighborhood Services - M. Stroh)

E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Council on any Subject not scheduled on the Regular Agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.**

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)

G. FURTHER INFORMATION.

1. Review of the March 1st Planning Commission Meeting Minutes. (Community Development - B. Harless)
2. Review of the February 2022 Building Report. (Community Development - B. Harless)

H. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City City Council Minutes

February 22, 2022

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:02 PM with following members present:

Ward 2 Pat Byrne	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 3 Española Bowen	Ward 5 Christine Allen	City Clerk Sara Hancock
Absent: Ward 1 Susan Eads	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was led by Assistant City Manager Vaughn Sullivan. Pledge of Allegiance by Carl Albert High School ROTC Cadets Plouff and McClarin. Council and staff gave the community-related announcements and comments. OML Representative, Mike Fina, presented the OML 25 Year Service Awards to: Police, Wade Ramsey, Ronald Weatherly, and Carissa Southern; Kevin Lemons, and Craig Davis.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of January 2022.
3. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: 2018 Election G.O. Bonds Fund, expenses/Park & Rec (06) \$77,471. Grants Fund, revenue/Intergovernmental (21) \$20,000; expenditures/Transfers Out (21) \$20,000. Emergency Operations Fund, revenue/Transfers In (00) \$20,000. Welcome Center Fund, expenses/Tourism (74) \$135,038. Street & Alley Fund, expenses/Street (09) \$125,152. Capital Improvements Fund, expenses/Capital Improvements (57) \$300,000. Disaster Relief Fund, expenses/Neighborhood Services (15) \$90,000. 2022 Issue G.O. Bond Fund, revenue/Intergovernmental (64) \$5,840,175; expenses/Fire (64) \$5,840,175. Fire Fund, revenue/Transfers In (00) \$7,393. 2018 Election G.O. Bond Fund, expenses/Transfers Out (64) \$7,393. 2018 Election G.O. Bond Fund, expenses /Fire (64) \$18,837. Decrease: Fire Fund, expenses/Fire (64) \$18,837.
4. Discussion and consideration of adoption, including any possible amendment, of accepting the financial audit of the City of Midwest City as of and for the year ended June 30, 2021.
5. Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

6. Discussion and consideration for the awarding of the bid and entering into a contract, including any possible amendments, for concessionaire services at Reed Ball Park & Doug Hunt Complex to Powerhouse Catering.
7. Discussion and consideration for awarding of the bid and entering into a contract for concessionaire services, including any possible amendments, at the Midwest City Sports Complex to Powerhouse Catering.
8. Discussion and consideration of, including any possible amendment, approving Change Order #5 with Lippert Brothers, Inc. to provide a 12” Oklahoma City waterline main extension, in an amount not to exceed \$378,203.63.
9. Discussion and consideration of adoption, including any possible amendment of approving Change Order No. 3 to the construction contract with Downey Contracting, LLC for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$22,521.15.
10. Discussion and consideration of adoption, including any possible amendment of approving Change Order No. 4 to the construction contract with Downey Contracting, LLC for the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street by increasing the contract time by 79 days with no additional increase to cost.
11. Discussion and consideration for adoption, including any possible amendment of, entering into a sole source contract with CNG Solutions to complete the second phase or expansion of the Compressed Natural Gas (CNG) filling station located at Public Works, 8730 SE 15th St. for a total cost of \$415,656.
12. Discussion and consideration for adoption, including any possible amendment of, approving a proposal from Paddock Enterprises, Inc. for installation of replacement of existing swimming pool filters, in the amount of \$85,138.00.
13. Discussion and consideration of adoption, including any possible amendment of the acceptance of maintenance bonds from Klasic Tap, L.L.C. in the amount of \$25,000.00, respectively.
14. Discussion and consideration of, including any possible amendment, accepting a Grant of Permanent Easement from Baker Investment Group, LLC across a certain parcel of land located within the corporate boundaries of Midwest City, in the Northwest Quarter (NW/4) of Section One (1), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. Approximate address of parcel providing easement is 208 S Douglas Boulevard.
15. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(563)AG, State Job Number 35922(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$786,920 in construction federal funds for Signal Phase 4; improving 7 signals.

16. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(566)AG, State Job Number 35926(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$318,000 in construction federal funds for a striping project.
17. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number STPG-255F(567)AG, State Job Number 35927(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to receive \$788,640 in construction federal funds for Signal Phase 5; improving 6 signals.
18. Discussion and consideration of approving and entering, including any amendment thereto, into a project agreement for Federal-aid Project Number TAP-255D(510)AG, State Job Number 33269(04)(05), with the Oklahoma Department of Transportation (ODOT) to receive \$904,000 in construction federal funds for future phase 2 & 3 of the rail with trail.
19. Discussion and consideration, including any amendment, of re-appointing Española Bowen as Committee Chair of the Midwest City Council Race Relations Committee.
20. Discussion and consideration to reappoint, including any amendments, Kim Templman to the Park Board Committee for an additional three year term.
21. Discussion and consideration of reappointing Dee Collins and Jess Huskey to the Planning Commission for an additional three-year term.
22. Discussion and consideration for adoption, including any possible amendment of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction, sealed bid, or other means as necessary.

DISCUSSION ITEMS.

1. **Discussion and consideration for adoption, including any possible amendment of an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article III, Fire Prevention Codes and Standards, Division 2, Fire Prevention Codes, by amending Section 15-59, Fire Department Annual License/Inspections, and taking Section 15-60 out of reserve and entitling it "New Construction System Inspection or Inspection for Alteration at 50% or Greater"; and providing for repealer and severability.** Chief Norton addressed the Council. After staff and council discussion, Reed made motion to approve ORD 3473, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favours, Mayor Dukes. Nay: None. Absent: Eads. Motion carried.
2. **Discussion and consideration of, including any possible amendment, approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, Golf, by amending Section 30-46 (a)(b), Golf course rates; establishing an effective date; and providing for repealer and severability.** V. Sullivan addressed the Council. After staff and council discussion, Reed made motion to approve the ORD 3474, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favours, and Mayor Dukes. Nay: None. Absent: Eads. Motion carried.

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

At 6:33 PM Reed made a motion to recess, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, Mayor Dukes. Nay: None. Absent: Eads. Motion carried.

At 6:40 PM the meeting reconvened.

EXECUTIVE SESSIONS.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**
- 2. Discussion and consideration of 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 6:41 PM Allen made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: None. Absent: Eads. Motion Carried.

At 8:18 PM Reed made a motion to return to Open Session, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: None. Absent: Eads. Motion Carried.

Reed made a motion to proceed as discussed, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Mayor Dukes. Nay: None. Absent: Eads. Motion Carried.

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

ATTEST:

MATTEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

Notice for the Midwest City Council special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Council Minutes
Special Meeting**

March 10, 2022

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 5:01 PM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Christine Allen	Acting City Clerk Dohna Ebersole
Ward 3 Española Bowen	Ward 6 Rick Favors	City Attorney Don Maisch

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Reimbursed Projects Fund, revenue/Intergovernmental (10) \$18,674; revenue/Intergovernmental (87) \$100,000; revenue/Intergovernmental (64) \$11,694; revenue/Intergovernmental (37) \$50,000; revenue/Intergovernmental (15) \$6,000; revenue/Intergovernmental (06) \$61,090; revenue/Intergovernmental (23) \$57,416; expenses/Animal Welfare (10) \$18,674; expenses/Economic (87) \$100,000; expenses/Fire (64)\$11,694; expenses/Housing (37) \$50,000; expenses/Neighborhood Services (15) \$6,000; expenses/Park & Rec (06) \$61,090; expenses/Parks (23) \$57,416.**

Byrne made a motion to approve supplements, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, Dukes. Nay: None. Absent: None. Motion carried.

- 2. (PC – 2106) Discussion and consideration, including any possible amendment, for acceptance of The Parkland Dr. and National Ave. Revitalization Plan & Design Code.**

R. Coleman addressed the Council. Katie O’Meilia presented information. Linda Smith, Ridgecrest resident, and Dr. Lewis addressed the Council. After Council discussion, Reed made a motion to accept the Plan and Design Code, seconded by Allen. Voting Aye: Eads, Byrne, Bowen, Reed, Allen, Favors, Dukes. Nay: None. Absent: None. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned at 5:54 PM.

ATTEST:

MATTHEW D. DUKES II, Mayor

DOHNA EBERSOLE, Acting City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: March 22, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment, of the City Manager's Report for the month of February 2022.

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

Street Tax Fund (65) decreased because of the payment to: Oklahoma Department of Transportation	<\$468,407>
2018 Election G.O. Bond (270) decreased due to the payments for: Various Capital Outlay	<\$1,193,948>
MWC Hospital Authority (425) activities for February: Compounded Principal (9010) - unrealized loss on investment Discretionary (9050) - unrealized loss on investment	<\$2,471,685> <\$868,867>

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending February, 2022

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	5,173,594	-	4,541,773	1,957,736	(1,325,915)	631,820	5,173,594
10	GENERAL	12,413,903	(156,247)	10,404,097	29,296,512	(27,442,953)	1,853,559	12,257,656
11	CAPITAL OUTLAY RESERVE	736,649	-	741,398	1,203	(5,952)	(4,749)	736,649
13	STREET AND ALLEY FUND	1,665,311	(11,481)	1,617,200	416,554	(379,923)	36,630	1,653,830
14	TECHNOLOGY FUND	525,042	-	433,563	218,826	(127,347)	91,479	525,042
15	STREET LIGHT FEE	1,595,948	-	1,747,738	397,760	(549,550)	(151,790)	1,595,948
16	REIMBURSED PROJECTS	1,028,917	-	1,055,221	85,890	(112,193)	(26,304)	1,028,917
17	29TH & DOUGLAS PROPERTY	3,063	-	291	10,005	(7,232)	2,773	3,063
20	MWC POLICE DEPARTMENT	9,832,201	(5,608)	8,840,718	12,370,024	(11,384,149)	985,875	9,826,593
21	POLICE CAPITALIZATION	1,460,659	-	724,080	1,106,000	(369,422)	736,579	1,460,659
25	JUVENILE FUND	59,598	-	38,163	42,624	(21,189)	21,435	59,598
30	POLICE STATE SEIZURES	95,773	-	87,864	13,108	(5,199)	7,909	95,773
31	SPECIAL POLICE PROJECTS	84,707	-	87,241	4,244	(6,777)	(2,534)	84,707
33	POLICE FEDERAL PROJECTS	48,366	-	48,467	1,470	(1,572)	(101)	48,366
34	POLICE LAB FEE FUND	29,456	-	25,123	8,876	(4,542)	4,333	29,456
35	EMPLOYEE ACTIVITY FUND	16,867	-	24,677	5,323	(13,134)	(7,811)	16,867
36	JAIL	191,386	-	148,088	77,047	(33,749)	43,298	191,386
37	POLICE IMPOUND FEE	129,700	-	114,337	26,458	(11,094)	15,363	129,700
40	MWC FIRE DEPARTMENT	6,714,379	(4)	5,798,220	9,641,984	(8,725,828)	916,156	6,714,375
41	FIRE CAPITALIZATION	1,680,893	-	1,263,814	609,216	(192,137)	417,080	1,680,893
45	MWC WELCOME CENTER	427,572	-	337,163	120,563	(30,154)	90,409	427,572
46	CONV / VISITORS BUREAU	352,134	-	276,171	225,087	(149,124)	75,963	352,134
50	DRAINAGE TAX FUND	-	-	-	-	-	-	-
60	CAPITAL DRAINAGE IMP	535,857	-	710,068	315,440	(489,650)	(174,211)	535,857
61	STORM WATER QUALITY	1,240,060	-	1,183,745	533,877	(477,562)	56,315	1,240,060
65	STREET TAX FUND	1,535,201	-	1,868,157	367,872	(700,828)	(332,956)	1,535,201
70	EMERGENCY OPER FUND	869,935	-	838,966	401,996	(371,027)	30,969	869,935
75	PUBLIC WORKS ADMIN	676,249	-	630,577	1,001,853	(956,181)	45,672	676,249
80	INTERSERVICE FUND	712,944	-	718,232	1,871,061	(1,876,349)	(5,288)	712,944
81	SURPLUS PROPERTY	588,007	(469,066)	119,209	33,635	(33,903)	(268)	118,941
115	ACTIVITY FUND	384,740	(11)	358,955	98,321	(72,547)	25,774	384,729
123	PARK & RECREATION	816,746	(150)	723,200	437,323	(343,928)	93,395	816,596
141	COMM. DEV. BLOCK GRANT	4,229	-	6,029	554,184	(555,984)	(1,800)	4,229
142	GRANTS/HOUSING ACTIVITIES	177,423	-	169,787	47,952	(40,317)	7,636	177,423
143	GRANT FUNDS	6,210,480	(6,150,480)	289,122	(7,990)	(221,133)	(229,122)	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending February, 2022
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2021 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	3,122,716	-	2,538,212	706,135	(121,630)	584,505	3,122,716
172	CAP. WATER IMP-WALKER	2,027,803	-	1,703,191	325,579	(967)	324,613	2,027,803
178	CONST LOAN PAYMENT REV	3,896,105	(15,358)	3,428,570	501,481	(49,304)	452,178	3,880,748
184	SEWER BACKUP FUND	80,255	-	80,124	131	-	131	80,255
186	SEWER CONSTRUCTION	5,935,691	-	5,345,887	958,293	(368,488)	589,804	5,935,691
187	UTILITY SERVICES	507,013	(924)	465,084	795,012	(754,006)	41,005	506,089
188	CAP. SEWER IMP.-STROTH	1,239,299	-	746,433	525,503	(32,637)	492,866	1,239,299
189	UTILITIES CAPITAL OUTLAY	2,394,382	(123,599)	2,128,425	254,330	(111,972)	142,358	2,270,783
190	MWC SANITATION DEPARTMENT	5,780,384	-	4,703,029	5,261,423	(4,184,068)	1,077,355	5,780,384
191	MWC WATER DEPARTMENT	4,119,994	-	3,857,782	4,769,846	(4,507,634)	262,211	4,119,994
192	MWC SEWER DEPARTMENT	3,797,186	(223)	2,796,457	5,300,302	(4,299,796)	1,000,506	3,796,963
193	MWC UTILITIES AUTHORITY	1,011,285	-	951,918	60,132	(764)	59,367	1,011,285
194	DOWNTOWN REDEVELOPMENT	576,524	(5,045)	579,446	945	(8,912)	(7,967)	571,479
195	HOTEL/CONFERENCE CENTER	257,950	(853,465)	(249,597)	1,134,897	(1,480,816)	(345,919)	(595,516)
196	HOTEL 4% FF&E	666,375	(290,669)	601,751	3,907,625	(4,133,671)	(226,046)	375,706
197	JOHN CONRAD REGIONAL GOLF	222,755	(146,294)	176,484	304,504	(404,527)	(100,023)	76,461
201	URBAN RENEWAL AUTHORITY	8,520	-	21,797	58,615	(71,892)	(13,277)	8,520
202	RISK MANAGEMENT	899,650	(37)	1,322,592	608,185	(1,031,163)	(422,978)	899,614
204	WORKERS COMP	3,777,986	-	3,795,625	529,645	(547,284)	(17,639)	3,777,986
220	ANIMALS BEST FRIEND	75,793	-	66,529	14,960	(5,696)	9,264	75,793
225	HOTEL MOTEL FUND	-	-	-	396,590	(396,590)	-	-
230	CUSTOMER DEPOSITS	1,537,729	(1,537,729)	-	2,509	(2,509)	-	-
235	MUNICIPAL COURT	92,611	(92,611)	-	147	(147)	-	-
240	L & H BENEFITS	2,141,084	(72,650)	1,440,177	7,126,444	(6,498,187)	628,257	2,068,434
250	CAPITAL IMP REV BOND	7,406,731	(47,858,443)	(40,093,181)	10,756,772	(11,115,302)	(358,530)	(40,451,711)
269	2002 G.O. STREET BOND	302,585	-	316,717	507	(14,640)	(14,133)	302,585
270	2018 ELECTION G.O. BOND	17,624,493	(548,025)	28,243,801	269,098	(11,436,430)	(11,167,333)	17,076,468
271	2018 G.O. BONDS PROPRIETARY	2,933,987	(363,222)	7,103,148	12,444	(4,544,826)	(4,532,383)	2,570,765
310	DISASTER RELIEF	8,456,561	(185,718)	8,683,115	135,540	(547,812)	(412,273)	8,270,843
340	REVENUE BOND SINKING FUND	-	-	-	4,606,232	(4,606,232)	-	-
350	G. O. DEBT SERVICES	4,787,206	(14,576)	2,395,523	3,009,958	(632,851)	2,377,107	4,772,631
352	SOONER ROSE TIF	1,138,424	-	758,227	780,711	(400,514)	380,197	1,138,424
353	ECONOMIC DEV AUTHORITY	54,045,381	(49,490,842)	3,984,950	878,908	(309,320)	569,589	4,554,539
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	111,466,513	(1,508)	125,576,655	(330,043)	(13,781,606)	(14,111,649)	111,465,006
425-9020	MWC HOSP AUTH-LOAN RESERVE	-	-	-	-	-	-	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	20,867,471	(3,860)	19,799,495	1,818,588	(754,472)	1,064,116	20,863,610
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,424,304	-	9,244,883	1,309,958	(130,535)	1,179,423	10,424,306
425-9080	MWC HOSP AUTH GRANTS	725,929	-	152,847	633,082	(60,000)	573,082	725,929
	TOTAL	342,366,664	(108,397,842)	248,637,550	119,717,019	(134,385,744)	(14,668,725)	233,968,824



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: March 22, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of supplemental budget adjustments to the following funds for FY 2021-2022, increase: Fleet Fund, expenses/Fleet Maintenance (25) \$50,000. Disaster Relief Fund, expenses/Transfers Out (14) \$850,000. General Government Sales Tax Fund, revenue/Transfers In (05) \$850,000; expenses/Community Development (05) \$850,000. Reimbursed Projects Fund, revenue/Intergovernmental (15) \$41,500; expenses/Neighborhood Services (15) \$41,500. Decrease: 2022 Issue G.O. Bond Fund, revenue/Intergovernmental (64) \$140,175; expenses/Fire (64) \$140,175.

The first supplement is needed to increase budget for Fleet Services CNG Shop Project. The second and third supplements are needed to budget transfer of American Rescue Plan Act proceeds from Disaster Relief Fund to General Government Sales Tax Fund to be used for Council Chambers Renovations and City Hall Renovations Projects. The fourth supplement is needed to budget NIA Center Digital Signage Hospital Authority Grant revenue and associated expenses in Reimbursed Projects Fund. The decrease is needed to reduce budget for 2022 G.O. bonds issue to correct amount.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

March 22, 2022

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
25	Fleet Maintenance			50,000	
		0	0	50,000	0

Explanation:
To increase budget for Fleet Services CNG Shop Project. Funding to come from fund balance.

Fund DISASTER RELIEF (310)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
14	Transfers Out			850,000	
		0	0	850,000	0

Explanation:
To budget transfer out of American Rescue Plan Act proceeds to General Government Sales Tax Fund to be used for Council Chamber Renovations and City Hall Renovations Projects. Funding to come from fund balance.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
05	Transfers In	850,000			
05	Community Development			850,000	
		850,000	0	850,000	0

Explanation:
To budget transfer in of American Rescue Plan Act proceeds from Disaster Relief Fund to be used for Council Chamber Renovations and City Hall Renovations Projects.

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
15	Intergovernmental	41,500			
15	Neighborhood Services			41,500	
		41,500	0	41,500	0

Explanation:
To budget NIA Center Digital Signage Hospital Authority Grant revenue and associated expenses.

DECREASE

Fund 2022 ISSUE G.O. BOND FUND (272)		BUDGET AMENDMENT FORM Fiscal Year 2021-2022			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
64	Intergovernmental		140,175		
64	Fire				140,175
		0	140,175	0	140,175

Explanation:
To reduce budget for 2022 G.O. bonds issue to correct amount.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: March 22, 2022

RE: Discussion and consideration of adopting, including any possible amendment, the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of February 2022, which is the eighth (8) period of the FY 2021/2022.

Troy Bradley, Human Resources Director

<u>FISCAL YEAR 2021-2022</u>	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
PLAN INCOME												
Projected Budgeted (MTD)	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012	910,012
Actual (MTD)	832,833	851,193	896,598	852,564	857,814	901,700	911,369	1,022,341				
Projected Budgeted (YTD)	910,012	1,820,024	2,730,036	3,640,048	4,550,060	5,460,072	6,370,084	7,280,096	8,190,108	9,100,120	10,010,132	10,920,144
Actual (YTD)	832,833	1,684,026	2,580,624	3,433,188	4,291,002	5,192,702	6,104,071	7,126,412				
PLAN CLAIMS/ADMIN COSTS	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	804,741	1,005,926	804,741	804,741	1,005,926	804,741	1,005,926	804,741	804,741	804,741	1,005,926	804,741
Actual (MTD)	710,070	876,960	831,545	803,008	769,847	1,031,306	744,765	730,685				
Projected Budgeted (YTD)	804,741	1,810,667	2,615,408	3,420,149	4,426,075	5,230,816	6,236,742	7,041,483	7,846,224	8,650,965	9,656,891	10,461,632
Actual (YTD)	710,070	1,587,030	2,418,575	3,221,583	3,991,430	5,022,736	5,767,501	6,498,186				
EXCESS INCOME vs. EXPENDITURES	<u>Jul-21</u>	<u>Aug-21</u>	<u>Sep-21</u>	<u>Oct-21</u>	<u>Nov-21</u>	<u>Dec-21</u>	<u>Jan-22</u>	<u>Feb-22</u>	<u>Mar-22</u>	<u>Apr-22</u>	<u>May-22</u>	<u>Jun-22</u>
Projected Budgeted (MTD)	105,271	-95,914	105,271	105,271	-95,914	105,271	-95,914	105,271	105,271	105,271	-95,914	105,271
Actual (MTD)	122,763	-25,767	65,053	49,556	87,967	-129,606	166,604	291,656				
Projected Budgeted (YTD)	105,271	9,357	114,628	219,899	123,985	229,256	133,342	238,613	343,884	449,155	353,241	458,512
Actual (YTD)	122,763	96,996	162,049	211,605	299,572	169,966	336,570	628,226				
FISCAL YEAR 2020-2021	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
PLAN INCOME												
Projected Budgeted (MTD)	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416	729,416
Actual (MTD)	662,819	704,904	753,466	689,432	1,065,534	727,062	722,415	729,187	750,261	791,934	845,640	833,316
Projected Budgeted (YTD)	729,416	1,458,832	2,188,248	2,917,664	3,647,080	4,376,496	5,105,912	5,835,328	6,564,744	7,294,160	8,023,576	8,752,992
Actual (YTD)	662,819	1,367,723	2,121,189	2,810,621	3,876,155	4,603,217	5,325,632	6,054,819	6,805,080	7,597,014	8,442,654	9,275,970
PLAN CLAIMS/ADMIN COSTS	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	691,492	864,366	691,492	691,492	864,366	691,492	691,492	691,492	864,366	691,492	864,366	691,492
Actual (MTD)	548,997	965,005	927,589	766,622	859,038	854,726	841,941	740,186	683,500	641,347	697,144	827,948
Projected Budgeted (YTD)	691,492	1,555,858	2,247,350	2,938,842	3,803,208	4,494,700	5,186,192	5,877,684	6,742,050	7,433,542	8,297,908	8,989,400
Actual (YTD)	548,997	1,514,002	2,441,591	3,208,213	4,067,251	4,921,977	5,763,918	6,504,104	7,187,604	7,828,951	8,526,095	9,354,043
EXCESS INCOME vs. EXPENDITURES	<u>Jul-20</u>	<u>Aug-20</u>	<u>Sep-20</u>	<u>Oct-20</u>	<u>Nov-20</u>	<u>Dec-20</u>	<u>Jan-21</u>	<u>Feb-21</u>	<u>Mar-21</u>	<u>Apr-21</u>	<u>May-21</u>	<u>Jun-21</u>
Projected Budgeted (MTD)	37,924	-134,950	37,924	37,924	-134,950	37,924	37,924	37,924	-134,950	37,924	-134,950	37,924
Actual (MTD)	113,822	-260,101	-174,123	-77,190	206,496	-127,664	-119,526	-10,999	66,761	150,587	148,496	5,368
Projected Budgeted (YTD)	37,924	-97,026	-59,102	-21,178	-156,128	-118,204	-80,280	-42,356	-177,306	-139,382	-274,332	-236,408
Actual (YTD)	113,822	-146,279	-320,402	-397,592	-191,096	-318,760	-438,286	-449,285	-382,524	-231,937	-83,441	-78,073

Please note that, beginning Nov-20, the Plan Income Actual amounts include estimated prescription rebates accrued per month, with Nov-20 reporting estimates for July-November 2020.

February 8/FY 2022: \$2,068,151
February 8/FY 2021: \$1,068,714
February 8/FY 2020: \$1,500,103
February 8/FY 2019: \$2,041,743

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



City Manager's Office
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Assistant City Manager
vsullivan@midwestcityok.org
100 N. Midwest Blvd,
Midwest City, Oklahoma 73110
O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: March 22, 2022

SUBJECT: Discussion and consideration for adoption, including any possible amendment of complex rules and regulations for Reed Ball Park and the Multipurpose Sports Complex.

In an effort to manage the Reed Ball Park and Multipurpose Sports Complex, the establishment of the rules and regulations is recommended.

The Parks and Recreation Board will be hearing this item at their meeting on 3/21. Their recommendation will be presented at the council meeting.

Vaughn K. Sullivan
Assistant City Manager

COMPLEX RULES AND REGULATIONS FOR REED BALL PARK AND MWC SPORTS COMPLEX

PARK RULES:

- SERVICE ANIMALS ONLY
- NO POOR SPORTSMANSHIP
- NO SMOKING OR VAPING
- NO GLASS
- NO ALCOHOLIC BEVERAGES
- NO DAMAGE TO GROUNDS OR TURF
- NO OUTSIDE FOOD OR BEVERAGE
- TEAM COOLERS ONLY

TURF FIELD RULES:

- NO METAL CLEATS
- NO FOOD OR DRINK – WATER ONLY
- COACHES AND PLAYERS ONLY
- NO SPITTING
- NO SHARP OBJECTS



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Assistant City Manager
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O: 405-739-1207 /Fax: 405-739-1208

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: March 22, 2022

SUBJECT: Discussion and Consideration for adoption, including any possible amendment of raising the admission and season passes cost at Reno Swim & Slide from \$3.00 to \$5.00 for 18 and under (2 and under would remain free), from \$6.00 to \$7.00 for 18-54, from \$3.00 to \$4.00 for 55 and older, early bird passes would increase from \$35.00 to \$40.00, after early bird from \$45 to \$50, private pool parties from \$350.00 to \$400.00, during hours party \$20.00 and begin offering family passes for \$175.00.

Pool revenue pre-Covid in 2019 was \$261,671.22. In 2020, pool revenue was \$194,855.93 and for 2021, \$215,065.70. Research of the surrounding cities admission rates was done and we feel that rates need to be adjusted accordingly:

- 2 and under free
- 18 and under \$5.00 (*Current Rate: 0-5 \$3*)
- 18 - 54 \$7.00 (*6-54 \$6*)
- 55+ \$4.00 (*55+ \$3*)

Pool passes and private parties:

- Early Bird \$40 (*\$35*)
- After Early Bird \$50 (*\$45*)
- Private Pool Parties \$400 (*\$350*)
- Family Passes \$175 (*No family passes are offered*)
- During hours party \$20 (*\$10 per hour with 2 hour max*)

The Parks and Recreation Board will be hearing this item at their meeting on 3/21. Their recommendation will be presented at the council meeting.

Vaughn K. Sullivan
Assistant City Manager



City Manager's Office
Vaughn K. Sullivan,
Assistant City Manager
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MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: March 22, 2022

SUBJECT: Discussion and Consideration for adoption, including any possible amendment to the Midwest City youth sports league rules and regulations for youth T-ball, baseball and softball.

In an effort to manage the Midwest City youth sports leagues at Douglas Hunt Softball Field, Reed Ball Park and the Multi-Purpose Sports Complex, the establishment of Parks and Recreation Youth League rules and regulations which would encompass T-ball, Baseball and Softball is recommended.

The Parks and Recreation Board will be hearing this item at their meeting on 3/21. Their recommendation will be presented at the council meeting.

Vaughn K. Sullivan
Assistant City Manager

Mission Statement

The City of Midwest City Youth Sports Program aspires for every participant to learn the key characteristics of leadership, teamwork, and good sportsmanship. We as parents, coaches, volunteers, and staff are committed to creating a positive environment for the culture of youth sports in our community. The vision of the City of Midwest City Youth Sports Program is for every participant to be able to engage in any sport activity of their choosing to develop self-confidence towards their athletic abilities.

Behavior Conduct

The head coach of each team is responsible for their assistant coaches, players, and spectators conduct. Each head coach or anyone the head coach appoints as acting the head coach, will ensure there are no misconduct, unsportsmanlike conduct, unruliness, and Profanity towards opposing players, umpires, spectators, and the staff of the City of Midwest City. If any player, coach, or fan are ejected for any reason they will not be allowed for the next game (league or tournament) with in the City of Midwest City Sport Complexes.

****Profanity: anyone using profanity during league/tournaments will immediately be asked to leave.***

Background Checks

All head coaches and assistant coaches will be required to go through a background check. Background checks will be completed by Sterling Volunteers (<https://app.sterlingvolunteers.com/en/Mains/Home>).

Alcoholic Beverages and Tobacco Products

Alcoholic beverages and tobacco products are not permitted in the sports complex during any league/tournaments.

No exceptions!!!

Inclement Weather

If there is any type of severe warnings during scheduled games, the decision to cancel games will be made by the Youth Sports Coordinator. Also, there is a weather line to call if games will be canceled before game day (405) 739-1295.

Other Information

- ❖ Registration fees must be paid by the deadline. Registration dates will be posted on the City of Midwest City Parks and Recreation website. <https://www.midwestcityok.org/parksrec/page/youth-sports>
- ❖ Schedules will be on Quickscores: <https://www.quickscores.com/mcyouth>
- ❖ To be eligible for this league, each player must be the age that they register for by Jan 1st of the current year (Example, must be 6yrs old Jan 1st to play 6U).
- ❖ All forms trainings, rosters, copies of birth certificate, and background checks must be completed at the time of registration (Coaches can provide a copy of coaching card if you already have one).
 - <https://www.nays.org/nyscaonline/>
 - <https://www.nays.org/additional-training/preview/concussion-training.cfm>
- ❖ Each teams must have matching uniforms and must have a number on the jersey. Coaches must have a coach's uniform/shirt that corresponds with their team.
- ❖ Players cannot wear jewelry, metal cleats, chewing gym, or have electric devices during the game.
- ❖ Awards will be given to the 1st and 2nd place teams, for each division, at the end of the season.
- ❖ Coaches/Assistant Coaches are responsible for cleaning their dugout after every game.
- ❖ Teams must bring their own equipment. Games balls will be available for purchase. The batting tees will be available upon request.
- ❖ Protective headgear must be worn by the batter and all base runners. Helmets with a chin strap and a face guard are required (see age groups below).
- ❖ All coaches, players, parents, and spectators must abide by the Code of Conduct Policy at all times!
- ❖ For further information, please contact Keisha Kearney, Youth Sports Coordinator at (405) 739-1288 or email kkearney@midwestcityok.org.

Spring League 2022

- League starts April 13th
 - Wednesday/Thursday nights and Saturdays for 8 weeks; one to two games per week.
- All coaches/volunteers must complete a background check, concussion training, and obtain a National Alliance for Youth Sports (NAYS) Coaching Card.
 - **Background check will be completed through NAYS.**
- Submit all required documentation to the Midwest City Community Center (Parks and Recreation Department).
 - Copy of birth certificate
 - NAYS coaching card/concussion training
 - Roster
- Games will be played at the MWC Sports Complex and Doug Hunt for the Spring.
- League Fees: \$125 per Team/ \$25 per Individual player (sales tax included).
- Pay at the plate:
 - 4U-6U \$20
 - 7U-8U \$25
 - 9U-10U \$30
- Schedules, rules, contact info, maps, etc.
 - www.quickscores.com/mcyouth
- **Once the schedule has been published, there will be no changes.**
- Team Pictures
 - TBA
- Awards will be given to the 1st and 2nd place teams, for each division, at the end of the season.
 - **Post season tournament TBA**
- Practice fields will be available upon request.
- Teams will provide their own equipment.
- More resources
 - <https://www.nays.org/programs/free-coach-and-parent-trainings/>

Address

- **Midwest City Sports Complex**- 9400 S.E. 29th Street, Midwest City, OK 73130
 - 3 all turf fields' w/restrooms and play ground.
- **Doug Hunt**- 8700 E. Reno, Midwest City, OK 73110
 - 3 dirt fields' w/restrooms and concession.

Field Regulations 4U, 5U, & 6U

- 55 feet between bases, 40 feet from home plate to the pitcher's rubber.
- A 10-foot arc will be drawn from foul line to foul line in front of home plate.
 - Center field fence 175'/Foul line fence 140'

Field Regulations 7U and 8U Coach Pitch Baseball

- 60 feet between bases and 40 feet from home plate to the pitcher's rubber.
- There will be a loft circle or marker made around the pitcher's mound.
 - Center line fence 185'/Foul line fence 160'

Field Regulations 7U and 8U Coach Pitch Softball

- 60 feet between bases, and 35 feet from home plate to the pitchers rubber.
- There will be a loft circle or marker made around the pitcher's mound.
 - Center line fence 175'/Foul line fence 160'

Field Regulations 9U and 10U Kid Pitch Baseball

- 65 feet between bases, 46 feet from home plate to the pitcher's rubber.
 - Center line fence 210'/Foul line fence 180'

Field Regulations 9U and 10U Kid Pitch Softball

- 60 feet between bases and 35 feet from home plate to the pitchers rubber.
- There will be a loft circle or marker made around the pitcher's mound.
 - Center line fence 200'/Foul line fence 160'

Equipment

- **Tball**
 - Ball 8.5" circumference with a molded core or sponge rubber center.
 - Bat- wood or alloy
 - Example: BBCOR or USA
 - Batting Helmet, Catcher's Gear, and Adjustable Batting Tee
- **7U and 8U Coach Pitch Baseball**
 - Ball 9" circumference
 - Bat- wood or alloy
 - Example: BBCOR or USA
 - Batting Helmet, Catcher's Gear
- **7U-8U Coach Pitch Softball (same for 9U-10U)**
 - Ball 11" circumference

- Bat- wood or alloy
 - Example: BBCOR or USA
- Batting Helmet, Catcher's Gear
- **9U and 10U Kid Pitch Baseball**
 - Ball 9" circumference
 - Bat- wood or alloy
 - Example: BBCOR or USA
 - Batting Helmet, Catcher's Gear

General Rules of Play (4U - 6U)

- Games will consist of 1 hour or 5 innings; whichever occurs first.
 - i. **4U: 55 minutes or four innings.**
- No inning will start 10 minutes prior to the end of game time.
 - i. There is a 10-minute forfeit period; however, games will begin on every scheduled hour.
- Three innings (3 innings if the home team is leading) determines that the game is over if the game has to be called for any reason other than the run rule or time limit (i.e. inclement weather, power failure, etc.).
 - i. 3 outs or 6 runs is the end of an inning.
 - ii. If a team is leading its opponents by at least 14 runs after 3 innings or 7 runs after the 4 innings, the game will end and the team ahead is declared the winner.
 - iii. Not extra innings will be played.
- Only players participating in the game (any player listed on the team's roster), and three certified Coaches will be permitted in the dugout during the game.
 - i. If a player becomes sick after the start of the game, their name will be marked through their name for their bats thereafter with no penalty. If a player arrives late, their name will be added to the bottom of the batting order.
- **Stealing bases is not allowed.**
- **Bunting the ball is not allowed.**

Tball (4U)

- The Umpire will start the game by saying "PLAY BALL", the Coach position will be at the backstop out of play, and then the batter may swing at the ball.
- There will be no strikeouts. Each player will get 4 attempts to swing. If the player has not hit the ball after the 4th swing, they will automatically advance to first base in order to have an opportunity to run the bases.
- If the bat accidentally knocks the ball off the tee while addressing the ball, it will not counted as a swing.
- Once the ball has been hit, it must travel past the 10ft arch foul line in order to be a fair ball.

- If a batted ball is thrown to the 1st or 3rd baseman that rolls into foul territory will stop play.
- Runners may only advance to the next base if they are halfway between the bases.
 - i. The Umpire will call "TIME" if a fielder halts the progress of the lead runner. All runners must return to the previous base that was last touched prior to "time" being called.
- Teams will consist of 10 players on the field, plus substitutes.
 - i. Every player must play a fielding and batting position in each game.
 - ii. A team may start a game with as few as 8 players.
 - iii. The pitcher is a fielding position and must have one foot in the circle/marker until the ball is legally hit. The pitcher is required to wear a batting helmet.
 - iv. The catcher must position themselves against the backstop, on the opposite side of the batter, until the ball is in play. The catcher must wear a helmet with mask, throat protector, chest protector, and shin guards are required.
 - v. Outfielders must play behind the bases until the ball is put into play.
 - vi. Umpires and Coaches must insure all players the opportunity to bat once. Teams will be allowed to continue the last inning to insure this rule.
- **No score will be kept for 4U.**
- **Umpire decisions on the field are final and games may not be protested.**

Tball 5U & 6U

- The Umpire will start the game by saying "PLAY BALL", the Coach position will be at the backstop out of play, and then the batter may swing at the ball.
 - i. Once the ball has been hit, it must travel past the 10ft arch foul line in order to be a fair ball.
 - ii. If a batted ball is thrown to the first or third baseman that rolls into foul territory will stop play.
 - iii. Runners may only advance to the next base if they are halfway between the bases.
- The batter is allowed three swings.
 - i. If the bat accidentally knocks the ball off the tee while addressing the ball, it will not counted as a swing.
 - ii. If the player cannot hit the ball after the 3rd swing, the player will be considered out.
 - iii. The Umpire will call "TIME" if a fielder halts the progress of the lead runner. All runners must return to the previous base that was last touched prior to "time" being called.
- Teams will consist of 10 players on the field, plus substitutes.
 - i. Every player must play a fielding and batting position in each game.
 - ii. A team may start a game with as few as 8 players.
 - iii. The pitcher is a fielding position and must have one foot in the circle/marker until the ball is legally hit. The pitcher is required to wear a batting helmet.

- iv. The catcher must position themselves against the backstop, on the opposite side of the batter, until the ball is in play. The catcher must wear a helmet with mask, throat protector, chest protector, and shin guards are required.
- v. Outfielders must play behind the bases until the ball is put into play.
- vi. Umpires and Coaches must insure all players the opportunity to bat once. Teams will be allowed to continue the last inning to insure this rule.

Scoring

- Each team may score a maximum of 6 runs in their half of the inning.
- Final score for league standings will be kept.
- **Games will not end with a tie.** The following will be used to determine the higher seeding:
 - i. Average Point Differential
 - ii. Head to Head Point Differential
 - iii. Coin toss
 - iv. Win/loss record
- The Home team will provide the official scorekeeper. However, the umpire will verify scores from each team's scorekeeper after each inning.
 - i. The official scorekeeper should sit near the umpire.
 - ii. The Home team is responsible for reporting the score to the Youth Sports Coordinator within 24 hours of the completion of the game.
 - iii. The Home team will be responsible for operating the scoreboard.
- **Umpire decisions on the field are final and games may not be protested.**

Coaches

- The hitting team will be allowed to have 2 base coaches (1st and 3rd base) and on coach in the coaches box.
- The fielding team will be allowed 2 coaches outside of their team's dugout, along the fence. Coaches will not be allowed in the field.
- One coach will serve as a spokesperson for the team, and will be the only person allowed to approach the umpire during the game. All questions addressed to the umpire should be done in a friendly and sportsmanlike manner.
- All coaches, parents, and spectators should remember that they are positive role models to the players on both teams and are expected to conduct themselves appropriately in all situations.
- If a coach, parent, or spectator is ejected from the game, this can result in automatically being ineligible for the next game. Further penalty may be assessed if necessary by the Parks and Recreation Supervisor and Youth Sports Coordinator.
- Rosters may be checked at any time. Players added after registration has ended will not be eligible to participate unless it has been approved by the Youth Sports Coordinator.

- The Parks and Recreation Supervisor or Youth Sports Coordinator will have the final ruling in all disputes.
- Once the game schedule has been published, it is **FINAL**. The only games that will be rescheduled will be result of inclement weather or issues with the facility.

7U and 8U Coach Pitch Baseball

- A game time will consist of 1 hour 10 minutes or 5 innings; whichever occurs first.
- No inning shall start 10 minutes prior to the end of game time. There is a 10-minute forfeit period.
- The head coach or assistant coach will pitch to its own team.
 - i. Each coach/pitcher can adjust pitching delivery based on the batters ability.
 - ii. The adult pitcher cannot field the ball.
- The head coach or assistant coach that is the designated pitcher may direct the base runners. They may also assist verbally in the alignment of the batter.
- The head coach or assistant coach are allowed 5 pitches. Each player will be given 3 chances to make contact with a good-pitched ball (3 strikes).
- Three innings (2 1/2 innings if home team is leading) determines that the game is complete if the game has to be called for any reason other than the run rule or time limit (i.e. inclement weather, power failure, etc.).
 - i. 3 outs or 6 runs is the end of an inning.
 - ii. No intentional walks will be allowed.
 - iii. If a team is leading its opponents by at least 14 runs after 3 innings or 7 runs after the 4 innings, the game will end and the team ahead is declared the winner.
- Bunting is allowed, however, are limited to one successful bunt attempt per inning. Once a batter shows bunt, they must either bunt the ball or take the pitch. **NO FAKE BUNTS ALLOWED.**
- **Stealing bases** - Leaving the base early will result in a dead ball. No advancement will be allowed on a hit ball. The umpire will advise the player to go back to the previous base.
 - i. The batter may not advance on a called third strike pitch even if the catcher has dropped the ball.
 - ii. If a fielder halts the progress of the lead runner, the umpire shall call "TIME". All runners must return to the base last touched prior to "TIME" being called.
- A hit ball must travel outside the ten-foot arc at home plate to be considered a fair ball. Otherwise, the umpire will call a foul ball.
- **Overthrow rule:** If the defensive overthrows at 1st base (into fair or foul territory) while attempting an out with no other base runners on base, the play will be called dead.
 - i. The base runners are allowed to advance one additional base if this occurs.
- Teams will consist of 9 players on the field, plus substitutes (**10 players for 7U**).
 - i. Outfielders must play behind the bases until the ball is put into play.
 - ii. A team may start a game with as few as 8 players.

- A team roster must be listed in order in the scorebook and all players will bat continually in that order (the team is responsible for providing that document). If a player is injured or leaves the game for any reason, their turn will be skipped in the batting order. A player arriving late will be added at the end of the batting order.
- The wearing of helmet with mask for pitcher's position is optional but highly recommended.
 - i. The catcher must position themselves against the backstop, on the opposite side of the batter, until the ball is in play. The catcher must wear a helmet with mask, throat protector, chest protector, and shin guards are required.
- Only players participating in the game (any player listed on the team's roster), and three certified Coaches will be permitted in the dugout during the game.
- Umpires and Coaches must insure all players the opportunity to bat once. Teams will be allowed to continue the last inning to insure this rule.
- A base runner must be at least half way to the next base in order for that base to be awarded to the runner in case of a "DEAD BALL".

Scoring

- Each team may score a maximum of 6 runs in their half of the inning.
- Final score for league standings will be kept.
- **Games will not end with a tie.** The following will be used to determine the higher seeding:
 - i. Average Point Differential
 - ii. Head to Head Point Differential
 - iii. Coin toss
 - iv. Win/loss record
- The Home team will provide the official scorekeeper. However, the umpire will verify scores from each team's scorekeeper after each inning.
 - i. The official scorekeeper should sit near the umpire.
 - ii. The Home team is responsible for reporting the score to the Youth Sports Coordinator within 24 hours of the completion of the game.
 - iii. The Home team will be responsible for operating the scoreboard.
- **Umpire decisions on the field are final and games may not be protested.**

Coaches

- The pitching coach must keep one foot on the pitching rubber at all times while pitching. The pitching coach must throw in an overhand motion.
- The pitching coach cannot position themselves to be an obstruction to the defensive team on any possible play once the ball has been hit.
- The pitching coach cannot throw in a manner that gives his base runners an advantage.
- The player in the pitching position has to be on either side of the coach pitching with one foot on the marker.

- The hitting team will be allowed to have 2 base coaches (1st and 3rd base) and on coach in the coaches box.
- The fielding team will be allowed 2 coaches outside of their team's dugout, along the fence. Coaches will not be allowed in the field.
- One coach will serve as a spokesperson for the team, and will be the only person allowed to approach the umpire during the game. All questions addressed to the umpire should be done in a friendly and sportsman like manner.
- All coaches, parents, and spectators should remember that they are positive role models to the players on both teams and are expected to conduct themselves appropriately in all situations.
- If a coach or a fan is ejected from the game, the coach will automatically be ineligible for the next game. Further penalty may be assessed if necessary by the Parks and Recreation Supervisor and Youth Sports Coordinator.
- Rosters may be checked at any time. Players added after registration has ended will not be eligible to participate unless it has been approved by the Youth Sports Coordinator.
- The Parks and Recreation Supervisor or Youth Sports Coordinator will have the final ruling in all disputes.
- Once the game schedule has been published, it is **FINAL**. The only games that will be rescheduled will be result of inclement weather or an issue with the facility.

7U and 8U Coach Pitch Softball

- A game time will consist of 1 hour 10 minutes or 5 innings; whichever occurs first.
- No inning shall start 10 minutes prior to the end of game time. There is a 10-minute forfeit period.
- Teams will consist of 10 players on the field, plus substitutes. The 10th player will be an additional outfielder.
 - i. A team may start a game with as few as 8 players.
- Three innings (2 1/2 innings if home team is leading) determines that the game is complete if the game has to be called for any reason other than the run rule or time limit (i.e. inclement weather, power failure, etc.).
 - i. 3 outs or 6 runs is the end of an inning.
 - ii. No intentional walks will be allowed.
 - iii. If a team is leading its opponents by at least 12 runs after 3 innings or 9 runs after the 4 innings, the game will end and the team ahead is declared the winner.
- Bunting is allowed, however, are limited to one successful bunt attempt per inning. Once a batter shows bunt, they must either bunt the ball or take the pitch. **NO FAKE BUNTS ALLOWED.**
- **Stealing bases** - Leaving the base early will result in a dead ball. No advancement will be allowed on a hit ball. The umpire will advise the player to go back to the previous base.
 - i. The batter may not advance on a called third strike pitch even if the catcher has dropped the ball.

- ii. If a fielder halts the progress of the lead runner, the umpire shall call "TIME". All runners must return to the base last touched prior to "TIME" being called.
- A hit ball must travel outside the ten-foot arc at home plate to be considered a fair ball. Otherwise, the umpire will call a foul ball.
- **Overthrow rule:** On a defensive overthrow at 1st base (into fair or foul territory) while attempting an out with no other base runners on base, the play shall be called dead.
 - i. The base runner is allowed to advance one additional base when this occurs.
- The head coach or assistant coach will pitch to its own team.
 - i. Each coach/pitcher can adjust pitching delivery based on the batters ability.
 - ii. The adult pitcher cannot field the ball.
- The head coach or assistant coach that is the designated pitcher may direct the base runners. They may also assist verbally in the alignment of the batter.
- The head coach or assistant coach are allowed 5 pitches. Each player will be given 3 chances to make contact with a good-pitched ball (3 strikes).
- Umpires and Coaches must insure all players the opportunity to bat once.
- A team roster must be listed in order in the scorebook and all players will bat continually in that order (the team is responsible for providing that document). If a player is injured or leaves the game for any reason, their turn will be skipped in the batting order. A player arriving late will be added at the end of the batting order.
- The wearing of helmet with mask for pitcher's position is optional but highly recommended.
 - i. The catcher must position themselves against the backstop, on the opposite side of the batter, until the ball is in play. The catcher must wear a helmet with mask, throat protector, chest protector, and shin guards are required.
- Only players participating in the game (any player listed on the team's roster), and three certified Coaches will be permitted in the dugout during the game.
- A base runner must be at least half way to the next base in order for that base to be awarded to the runner in case of a "DEAD BALL".
- When an infielder has control or possession of the ball the play will not be ruled dead. However, base runners may not advance on an overthrow.

Scoring

- Each team may score a maximum of 6 runs in their half of the inning.
- Final score for league standings will be kept.
- **Games will not end with a tie.** The following will be used to determine the higher seeding:
 - i. Average Point Differential
 - ii. Head to Head Point Differential
 - iii. Coin toss
 - iv. Win/loss record
- The Home team will provide the official scorekeeper. However, the umpire will verify scores from each team's scorekeeper after each inning.

- i. The official scorekeeper should sit near the umpire.
 - ii. The Home team is responsible for reporting the score to the Youth Sports Coordinator within 24 hours of the completion of the game.
 - iii. The Home team will be responsible for operating the scoreboard.
- **Umpire decisions on the field are final and games may not be protested.**

Coaches

- The pitching coach must keep one foot on the pitching rubber at all times while pitching. The pitching coach must throw in an overhand motion.
- The pitching coach cannot position themselves to be an obstruction to the defensive team on any possible play once the ball has been hit.
- The pitching coach cannot throw in a manner that gives his base runners an advantage.
- The player in the pitching position has to be on either side of the coach pitching with one foot on the marker.
- The hitting team will be allowed to have 2 base coaches (1st and 3rd base) and one coach in the coaches box.
- The fielding team will be allowed 2 coaches outside of their team's dugout, along the fence. Coaches will not be allowed in the field.
- One coach will serve as a spokesperson for the team, and will be the only person allowed to approach the umpire during the game. All questions addressed to the umpire should be done in a friendly and sportsman like manner.
- All coaches, parents, and spectators should remember that they are positive role models to the players on both teams and are expected to conduct themselves appropriately in all situations.
- If a coach or a fan is ejected from the game, the coach will automatically be ineligible for the next game. Further penalty may be assessed if necessary by the Parks and Recreation Supervisor and Youth Sports Coordinator.
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9U & 10U Kid Pitch Baseball

- A game will consist of 1 hour and 10 minutes or 5 innings.
- No inning shall start 10 minutes prior to the end of game time. There is a 10-minute forfeit period.
 - i. Four innings (3 ½ innings if home team is leading) constitutes a complete game if the game has to be called for any reason other than the run rule or time limit (i.e. inclement weather, power failure, etc.).

- ii. 3 outs or 6 runs is the end of an inning.
- iii. If a team is leading its opponents by at least 13 runs after 3 innings (2 ½ innings if the home team is leading) or 7 runs after the 4 innings, the game will end and the team ahead is declared the winner.
- A team roster must be listed in order in the scorebook and all players will bat continually in that order (the team is responsible for providing that document). If a player is injured or leaves the game for any reason, his/her turn will be skipped in the batting order. A player arriving late will be added at the end of the batting order.
- Teams will consist of 9 players on the field, plus substitutes. A team may start a game with as few as 8 players.

Pitching/Batting

- Three strikes is an out.
- Four balls constitutes as a walk.
 - i. Balks are not allowed.
 - ii. Batters will be allowed to advance on a dropped 3rd strike, only if 1st base is open.
 - iii. **Bunting is allowed.**

Pitcher

- Maximum number of pitches in a game per day: 75
- If a pitching change is made, 5 warm-up pitches are allowed.
- If a pitcher hits a batter 3 total times (per game), the pitcher will be removed immediately.

Stealing Bases

- **10U Players** are permitted to steal 2nd and 3rd base. Lead-offs are permitted from 1st, 2nd, and 3rd bases.
 - i. Players are not allowed to steal home plate unless there is a wild pitch or pass ball.
 - ii. There is no infield fly rule.
- Players will be allowed to advance on an overthrown ball.
 - i. **9U Players are permitted to steal bases once the pitcher has thrown the ball, however, they are not allowed to lead-off bases.**

Scoring

- Each team may score a maximum of 6 runs in their half of the inning.
- Final score for league standings will be kept.
- **Games will not end with a tie.** The following will be used to determine the higher seeding:
 - I. Average Point Differential
 - II. Head to Head Point Differential

- III. Coin toss
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- The Home team will provide the official scorekeeper. However, the umpire will verify scores from each team's scorekeeper after each inning.
 - i. The official scorekeeper should sit near the umpire.
 - ii. The Home team is responsible for reporting the score to the Youth Sports Coordinator within 24 hours of the completion of the game.
 - iii. The Home team will be responsible for operating the scoreboard.
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Coaches

- The hitting team will be allowed to have 2 base coaches (1st and 3rd base) and on coach in the coaches box.
- The fielding team will be allowed 2 coaches outside of their team's dugout, along the fence. Coaches will not be allowed in the field.
- One coach will serve as a spokesperson for the team, and will be the only person allowed to approach the umpire during the game. All questions addressed to the umpire should be done in a friendly and sportsman like manner.
- All coaches, parents, and spectators should remember that they are positive role models to the players on both teams and are expected to conduct themselves appropriately in all situations.
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9U and 10U Kid Pitch Softball

- A game time will consist of 1 hour 10 minutes or 5 innings; whichever occurs first.
- No inning shall start 10 minutes prior to the end of game time. There is a 10-minute forfeit period.
 - i. A team may start a game with as few as 8 players.
- Three innings (2 1/2 innings if home team is leading) determines that the game is complete if the game has to be called for any reason other than the run rule or time limit (i.e. inclement weather, power failure, etc.).
 - i. 3 outs or 6 runs is the end of an inning.
 - ii. No intentional walks will be allowed.

- iii. If a team is leading its opponents by at least 12 runs after 3 innings or 9 runs after the 4 innings, the game will end and the team ahead is declared the winner.
- A team roster must be listed in order in the scorebook and all players will bat continually in that order (the team is responsible for providing that document). If a player is injured or leaves the game for any reason, his/her turn will be skipped in the batting order. A player arriving late will be added at the end of the batting order.
- Teams will consist of 9 players on the field, plus substitutes. A team may start a game with as few as 8 players.

Pitching/Batting

- Three strikes is an out.
- Four balls constitutes as a walk.
 - i. Balks are not allowed.
 - ii. Batters will be allowed to advance on a dropped 3rd strike, only if 1st base is open.
 - iii. **Bunting is allowed.**

Pitcher

- “Wind-Mill” Rule -- No “Sling Shot” pitching motion allowed.
- A pitcher can only pitch 3 innings per game.
 - i. Any part of an inning pitched is considered an inning.
- If a pitching change is made, 5 warm-up pitches are allowed.
- If a pitcher hits a batter 3 total times (per game), the pitcher will be removed immediately.

Stealing Bases

- **10U Players** are permitted to steal 2nd and 3rd base. Lead-offs are permitted from 1st, 2nd, and 3rd bases.
 - i. Players are not allowed to steal home plate unless there is a wild pitch or pass ball.
 - ii. There is no infield fly rule.
- Players will be allowed to advance on an overthrown ball.
 - i. **9U Players are permitted to steal bases once the pitcher has thrown the ball, however, they are not allowed to lead-off bases.**

Scoring

- Each team may score a maximum of 6 runs in their half of the inning.
- Final score for league standings will be kept.
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- All coaches, parents, and spectators should remember that they are positive role models to the players on both teams and are expected to conduct themselves appropriately in all situations.
- If a coach or a fan is ejected from the game, the coach will automatically be ineligible for the next game. Further penalty may be assessed if necessary by the Parks and Recreation Supervisor and Youth Sports Coordinator.
- Rosters may be checked at any time. Players added after registration has ended will not be eligible to participate unless it has been approved by the Youth Sports Coordinator.
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- Once the game schedule has been published, it is **FINAL**. The only games that will be rescheduled will be result of inclement weather or a problem with the facility.



Communications and Marketing
100 N. Midwest Blvd.
Midwest City, OK 73110
jryan@midwestcityok.org
Office: 405-739-1206
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications and Marketing Director

DATE: March 22, 2022

SUBJECT: Discussion and Consideration, including any possible amendment, of approval of the naming of the Moving Forward 2018 General Obligation Bond Multipurpose Athletic Facility at 9400 SE 29th St.

For your consideration today is a new name proposal for the Moving Forward 2018 General Obligation Bond Project, currently known as the Multipurpose Athletic Facility, located at 9400 SE 29th St., one-half mile east of Douglas Blvd. Attached are a presentation about the proposed name, as well as a logo mock-up that could be used for this facility and to help brand other Midwest City athletic complexes.

As it was proposed to the public during the Moving Forward GO Bond Program, the Multipurpose Athletic Facility has been constructed to host various types of athletic contests and tournaments. The athletic fields have built-in features that allow them to be quickly converted from softball and baseball facilities, to soccer and flag football facilities.

The proposed new name references the versatility of this new complex, while also simplifying the structure of the name. Often used in sporting references for facilities and players alike, the proposed new name incorporates an abbreviated nickname that we expect will be easy for visitors to recall as they discuss the facility, easy to reference in promotional documents about their events and easy for everyone to find as they search for the facility online.

The new proposed name for the facility is the Midwest City MAC (Multi-Athletic Complex).

Please contact me if you have any questions or concerns at 739-1206 or jryan@midwestcityok.org

Josh Ryan



MIDWEST CITY

Where the Spirit Flies High

2018 G.O. Bond Project SE 29th Sports Complex

Name Proposal for Moving Forward Multipurpose Athletic Facility

A Name That Fits The Facility

- Multiple types of athletic events
- Home for “Multi-Athletes”
- Abbreviated name to give the facility a fun sports feel, easy to remember for residents and visitors
- Similarly name to athletic facilities found in other states



Visual Cues – Logo Design



Midwest City MAC (Multi-Athletic Complex)



Midwest City MAC (Multi-Athletic Complex)



Questions/Comments?



Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: March 22, 2022

SUBJECT: Discussion and consideration of passing and approving a resolution, including any amendment thereto, to notify the public of publication of the most recent supplement, Supplement #17, dated February 2022, to the Midwest City Code of Ordinances and to ratify all other previous supplements and codifications.

The approval of the resolution is necessary to notify the public of Supplement #17 of penal ordinances of the Midwest City Code of Ordinances in compliance with title 11 of the Oklahoma Statutes, section 14-110 and to ratify all other previous supplements and codifications. As required by state statutes, this resolution shall be filed in the office of the county clerk of Oklahoma County upon its adoption.

Staff recommends approval.

Sara Hancock
Sara Hancock, City Clerk

RESOLUTION NO. _____

A RESOLUTION TO NOTIFY THE PUBLIC OF PUBLICATION OF THE MOST RECENT BIENNIAL SUPPLEMENT #17, DATED FEBRAURY 2022; TO THE MIDWEST CITY CODE OF ORDINANCES AND TO RATIFY ALL PREVIOUS SUPPLEMENTS AND CODIFICATIONS.

WHEREAS, the Oklahoma Statutes 11 O.S., Section 14-110, requires the governing body of a municipality must adopt a resolution notifying the publication of a supplement of the city's penal ordinances; and

WHEREAS, the most recent biennial supplement, supplement #17, dated February 2022, and to the Midwest City Code of Ordinances has been published and a copy of the Code is available for public inspection in the office of the City Clerk; and

WHEREAS, a permanent volume and each biennial supplement of the code has been deposited free of cost in the county law library;

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

- 1) The public is hereby notified that the most recent biennial supplement, dated February 2022, to the Midwest City Code of Ordinances has been published; and
- 2) All other previous supplements and codification of the Midwest City Code are hereby ratified.

PASSED AND APPROVED BY THE Mayor and Council of the City of Midwest City, Oklahoma, this 22nd day of March, 2022.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 22nd day of March, 2022.

DONALD MAISCH, City Attorney

MEMO

To: Honorable Mayor and City Council

From: Bert Norton, Fire Chief

Date: March 22, 2022

Subject: Discussion and consideration, including any possible amendment, to approve Change Order No. 2 with W.L. McNatt & Co., for material, labor and subcontracting services for Fire Station #1 Headquarters remodel in an increased amount of \$30,979 and to add 3 additional days of time. (Fire - B. Norton)

Staff respectfully requests that the Council approve Change Order No. 2 with W.L. McNatt & Co. in the amount of \$30,979.00 to cover costs of material, labor, and subcontracting services, as well as, increasing the contract time by 3 days for the Fire Headquarters Remodel project.

During demolition, it was discovered that a gas line was run in a sealed fresh air chamber, wall framing, generator room exhaust fan, and a water valve no longer meets building code requirements and must be replaced. There was also a change to the type of rig room unit heaters to be installed to meet code clearances. These funds are available in the current GO Bond Funding balance.

Staff recommends approval.



Bert Norton
Fire Chief

Attachments: Change Order and General Estimate for W.L. McNatt



AIA[®]

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
MWC FIRE STATION #1
RENOVATION

CONTRACT INFORMATION:
Contract For: CONSTRUCTION
Date: July 21, 2021

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: February 22, 2022

OWNER: *(Name and address)*
City of Midwest City
8730 SE 15th Street
Midwest City, OK 73110

ARCHITECT: *(Name and address)*
Guernsey
5555 N. Grand Blvd.
Oklahoma City, OK 73112

CONTRACTOR: *(Name and address)*
W.L. McNatt and Company
2000 E. Britton Rd.
Oklahoma City, OK 73131

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

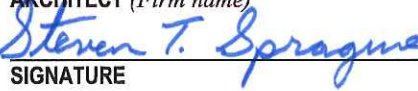
COR #01-R1 dated 11/29/21

The original Contract Sum was	\$ 898,500.00
The net change by previously authorized Change Orders	\$ 46,951.00
The Contract Sum prior to this Change Order was	\$ 945,451.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 30,979.00
The new Contract Sum including this Change Order will be	\$ 976,430.00

The Contract Time will be increased by Three (03) days.
The new date of Substantial Completion will be May 02, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Guernsey
ARCHITECT *(Firm name)*

 SIGNATURE
 Steven T. Sprague, AIA
 PRINTED NAME AND TITLE
 March 9, 2022
 DATE

W.L. McNatt and Company
CONTRACTOR *(Firm name)*

 SIGNATURE

 PRINTED NAME AND TITLE

 DATE

City of Midwest City
OWNER *(Firm name)*

 SIGNATURE
 Matthew D. Dukes, Mayor
 PRINTED NAME AND TITLE

 DATE



Emergency Management
100 N. Midwest Blvd.
Midwest City, OK 73110
405.739.1386

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: March 22, 2022

Subject: Discussion and consideration of adopting and including any possible amendment of the City's Emergency Operations Plan for 2022-23

The Midwest City Emergency Operations plan is the foundation of a comprehensive Emergency Management program. The EOP provides a framework in which the departments of the city and our community partners plan for and perform their respective emergency functions during a disaster or national emergency. This plan recognizes the need for ongoing emergency management planning by the whole community of Midwest City.

State and Federal Emergency Management Performance Grant requirements include an annual Emergency Operations Plan review and update. The Midwest City plan has been reviewed by the Whole Community Planning Group, and updated to include hazard specific annexes.

In accordance with Homeland Security Presidential Directive 5, all agencies, departments, and organizations having responsibilities identified in the EOP will use the National Response Framework (NRF), including the Incident Command System (ICS). This allows for proper coordination and communication between local, state and federal organizations.

Staff recommends approval.

A handwritten signature in black ink that reads "Debra Wagner".

Debra Wagner
Emergency Manager

CITY OF MIDWEST CITY, OKLAHOMA EMERGENCY OPERATIONS PLAN 2022-23



Prepared By:

Midwest City Emergency Management
February 23, 2022



Effective Date: 3/22/2022

To all recipients:

Transmitted herewith is the new integrated Emergency Operations Plan for the City of Midwest City, Oklahoma. This plan supersedes any previous emergency management/civil defense plans promulgated by the city for this purpose. It provides a framework in which the departments of the City of Midwest City can plan and perform their respective emergency functions during a statewide emergency or disaster. This plan recognizes the need for ongoing All Hazards, Whole Community Planning by the city.

This plan combines the phases of Emergency Management, which are:

- (1) Mitigation: activities to eliminate or reduce the probability of disaster; and
- (2) Preparedness: activities the city, other organizations within the city, and individuals develop to save lives and minimize damage; and
- (3) Response: activities that prevent loss of lives and property and provide emergency assistance; and
- (4) Recovery: short and long-term activities that return the State to normal or improved standards; and
- (5) Prevention: While “prevention” may be a common term, it has specific meaning in the context of the National Prevention Framework and the National Preparedness Goal. The National Prevention Framework covers the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

In accordance with 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) and the Incident Command System (ICS). This will allow proper coordination between local, state, and federal organizations.

This plan is in accordance with existing Federal and State statutes. It is approved by Midwest City leadership and Midwest City Emergency Management and will be revised and updated as required. Please inform the Emergency Management Director of any changes which might result in its improvement or increase its usefulness.

APPROVED BY:

Matthew D. Dukes II, Mayor, Midwest City, OK

Tim L. Lyon, City Manager, Midwest City, OK

Debra Wagner, Emergency Management Director, Midwest City, OK

City of Midwest City Emergency Operations Plan

RECORD OF DISTRIBUTION

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 Manager	2
Midwest City Emergency Management Director	1
Director, OK Dept. of Emergency Management	1
Office of the Oklahoma County Sheriff	1
Chair, 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, Saints Health Midwest	1


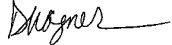
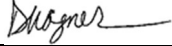
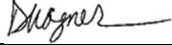
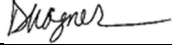
City of Midwest City Emergency Operations Plan

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, Saints Health Midwest	1
Office of Oklahoma County Emergency Management	1
TOTAL COPIES:	30

City of Midwest City Emergency Operations Plan

RECORD OF CHANGES

Modifications to this Emergency Operations Plan will be made by adding complete pages and destroying obsolete pages or by making minor changes by pen or pencil as identified by a letter from the Emergency Management Director or the Director of Operations. Each change will be recorded by the person making the change by noting on the Record of Changes form: the date of change, change number, a description of the change, and his/her signature. Additionally, the document directing the change will be filed in front of this page.

Date	Change #	Description	Signature
2/3/2022	1	Added Hazard Specific Annexes	
2/25/2022	2	Simplified formatting	
2/25/2022	3	Edited glossary definitions	
2/25/2022	4	Added National Risk Index Information	
3/2/2022	5	Updated snow route map	

City of Midwest City Emergency Operations Plan

CHANGE SUBMISSION FORM

TO: Midwest City Department of Emergency Management,
100 N. Midwest Blvd., Midwest City, OK 73110

Any user of the Midwest City Emergency Operations Plan is encouraged to recommend corrections, additions and/or deletions. Kindly submit any recommended changes or suggestions to the Emergency Management Director at the above address. The format for guide modifications should be by Basic Plan or Annex, Section, and page number.

CHANGE:

SHOULD READ:

Submitted by:

_____	(Name)
_____	(Date)
_____	(Email)

City of Midwest City Emergency Operations Plan

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BASIC PLAN

INTRODUCTION

This plan is one component of a comprehensive emergency management plan for the City of Midwest City, OK. Its purpose is to provide, in cooperation with other government and community organizations, a collaborative approach to mitigate against, prepare for, respond to, and recover from the effects of natural, technological hazards, and national security incidents affecting the city.

Additional purposes include:

- Assign roles and responsibilities to identified city departments and community partners
- Accept guidance from the Oklahoma Department of Emergency Management and the Department of Homeland Security/Emergency Preparedness and Response/Federal Emergency Management Agency (DHS/EPR/FEMA), Region VI, Denton, Texas.

This plan defines 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 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, illustrates the command structure, and allows for emergency preparedness.

It is not possible for any government agency to always do everything that is required to completely protect the lives and property of citizens. People must take personal responsibility to prepare themselves and their families for coping with emergency situations, and manage their affairs and property in ways that will aid the government in effectively dealing with emergencies. This agency will assist its citizens in these responsibilities by providing information and assistance prior to, during, and after incidents, to the greatest extent possible and depending on available resources.

PLAN ORGANIZATION

The Emergency Operations Plan is organized as follows:

Basic Plan-a public document that provides an overview of the city's approach to emergency operations. It details and assigns tasks and does not include specific, proprietary details. The basic plan is intended as an orientation document for the public and senior public officials, and is the foundation for supporting operational plans and annexes.

Emergency Support Function (ESF) Annexes – outline the scope of responsibilities associated with specific emergency operations functions and describes anticipated mission execution activities for each emergency phase. This portion of the EOP is For Official Use Only and is not a public document.

Hazard-Specific Annexes – describe unique considerations for response and recovery from likely local hazards or identified threats and may be included as necessary. These documents are For Official Use Only and are not public documents.

Appendices– provide supplemental information to clarify and enhance the effectiveness of the EOC.

City of Midwest City Emergency Operations Plan

PLAN DEVELOPMENT AND MAINTENANCE

The Emergency Management Director is responsible for maintaining this plan, to include the Base Plan and Annexes.

The development of the Basic Plan and Annexes occurs through a cooperative effort between the Midwest City Department of Emergency Management and each primary department or agency lead for each of the Emergency Support Functions, with input from the Whole Community Planning Group.

Those responsible for implementing this plan must know and understand its contents. 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.

Department directors/Agency leads are responsible for development and maintenance of their respective segments of this plan, and their appropriate supporting SOPs. They will maintain a response strategy and the necessary implementation and performance procedures to achieve full compliance, consistent with the principles and premise of the EOP.

The Whole Community Planning Group will conduct an annual review of this plan. The EM Director will coordinate this review, and any plan revision and distribution found necessary.

This plan remains in effect until a newer version is adopted.

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 tasked within the plan.

HOW TO USE THIS PLAN

The City of Midwest City Emergency Management Department, in collaboration with the City's Whole Community Planning Group, has developed this plan to address the methods and procedures utilized for mitigating against, preparing for, responding to, and recovering from large-scale events, emergencies or disasters.

This document is intended to be a planning document and not a real-time emergency guide.

To use this plan, identify which Emergency Support Function most closely matches your discipline and reference the information within that area, including the All-ESF portion.

This plan is designed around the functional areas required or otherwise experienced during a significant event, emergency, or disaster. These functions have been vetted and agreed upon by the entities responsible for functional application.

Each entity participating in this EOP will develop their own specific Standard Operating Guides and procedures.

Because emergency preparedness begins with personal responsibility at the most basic levels, family and personal preparedness information has been included and additional information can be found at www.Ready.gov and the websites of other preparedness agencies.

SITUATION, ASSUMPTIONS, AND GUIDANCE

1. SITUATION

- Midwest City is located directly east of Oklahoma City on Interstate 40. The 2020 census lists the population as 58,409, which reflects a 7% growth since 2010. The city encompasses 24.40 sq. miles.
- There are approximately 23,000 households in Midwest City, with a median income in 2019 dollars of \$49,914. Just under 15% of Midwest City residents are below the established poverty level.
- In approximately 5% of the households in Midwest City, a language other than English is spoken in the home.
- For persons under age 65, 11.2% report having a disability, and 14.5% report having no health insurance.
- The city is exposed to many hazards, all of which have the potential to disrupt the community, cause damage, and create casualties. Potential hazards in and around the city include, but are not limited to weather hazards, floods, civil disorder, earthquakes, HAZMAT incidents, large scale power failures, radiological incidents, wildland fires, structure fires, aircraft incidents, human and livestock epidemics, and the threat of terrorism.
- All levels of government have the responsibility to provide for the health, welfare and safety of the citizens of Oklahoma and their property.
- When a disaster occurs, each level of government must commit all available resources, to include resources belonging to mutual aid partners, prior to requesting additional assistance from the next higher level of government.
- Some disasters provide ample time for response coordination while others occur suddenly with little time for warning or preparation. This plan attempts to establish procedures to prepare all levels of government to manage any type of disaster effectively.
- Numerous Federal departments, State agencies and volunteer service organizations have government emergency management responsibilities

2. ASSUMPTIONS

- Midwest City will continue to be exposed to the hazards listed, as well as others, which may be identified in the future.
- Midwest City will continue to recognize their responsibilities with regard to public safety, and exercise their authority to implement this emergency operations plan in a timely manner when confronted with real or threatened disasters.
- If properly implemented, this plan may help reduce or prevent disaster related losses.

EMERGENCY MANAGEMENT GUIDANCE

- This plan was developed to meet the requirements for local emergency planning established under the State of Oklahoma Emergency Management Act, and also meets the requirement of other State and Federal guidelines for local emergency management plans and programs. The guidelines and concepts of the Federal Emergency Management Agency's Comprehensive Preparedness Guide (CPG) 101 are applied throughout the document.

City of Midwest City Emergency Operations Plan

- The contents of this plan are intended to provide a basis for the coordinated management of emergencies and disasters using an “All-Hazards” approach. The roles and responsibilities of the various agencies are organized according to the Emergency Support Function (ESF) format provided in CPG-101, and the National Response Framework. The agencies and organizations included in this plan are responsible for developing and maintaining current SOPs and SOGs specific to their organization (s), discipline(s), and jurisdictional capabilities, to include checklists and other guidance tools necessary for executing assigned duties and functions.
- Should local jurisdictional resources prove to be inadequate during a large-scale event or emergency, the City may request assistance from other jurisdictions. These requests may follow existing or emergency negotiated mutual aid or automatic aid agreements, including 63 O.S. § 695.2, the Oklahoma Intrastate Mutual Aid Compact. Such Assistance may be in the form of equipment, supplies, personnel, or other available resources and capabilities. All agreements and understandings will be entered into by duly authorized officials and will be formalized in writing whenever possible.
- The Midwest City Emergency Management Director is responsible for plan updates and revisions, and for developing a training and exercise program to familiarize officials and other participants with the provisions of this plan.
- The Emergency Management Director is responsible for organizing and conducting an After-Action review following the conclusion of a significant event, incident, or exercise. The review will include both written and verbal input from all appropriate ESFs and participants. Where deficiencies are identified, an individual, department, or agency will be assigned responsibility for correcting the deficiency under a Quality Improvement Plan, which includes improvement recommendations and completion deadlines.
- Required reports will be submitted to the appropriate authorities in accordance with the instructions in this plan. The Emergency Management Director will maintain records of emergency management activities.
- All government provided disaster assistance will be administered in accordance with policies and procedures set forth by the Oklahoma Department of Emergency Management and those Federal agencies providing such assistance.

SUMMARY OF HAZARDS, VULNERABILITIES, AND RISK

- Severe weather is the most likely natural hazard to affect Midwest City. Severe thunderstorm components such as tornadoes, floods, high winds, hail, and lightning have the potential to cause significant numbers of casualties, substantial property damage, and the loss of critical services. Winter storms pose less of an immediate threat to public safety, but can produce significant property damage, loss of services, and the need to provide public shelter. (See Appendix 5: Hazard Analysis)
- Public education and personal planning, forecasting, awareness monitoring, and early warning play critical roles in mitigating weather-related hazards.
- Hazards caused by humans may occur with little or no advance notice. Hazardous materials releases from fixed facilities or during transportation related accidents are among the most probable human-caused hazards. Rapid situational assessment and effective decision-making regarding response as well as public information/instruction (i.e., evacuation vs. shelter in place) are critically shared responsibilities of response agencies, emergency management, and any business or other entity involved. See ESF-10/Hazardous Material for more information.

City of Midwest City Emergency Operations Plan

- These hazards present some degree of danger to our community. Risk is the highly variable relationship between hazards and vulnerabilities. Risk must be reduced through education, prevention, and mitigation, or it will require effective preparedness, response, and recovery. This plan provides the general framework for the identification of resources, capabilities, actions, and authorities for the coordination of all-hazards recovery and response for Midwest City. Partners and stakeholders include all levels of the public and private sectors.

CONCEPT OF OPERATIONS

1. GENERAL

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.

The Emergency Management Director, acting on behalf of the City Manager and Mayor, will be the principal coordinator for all interagency and volunteer service organizations' activities for all phases of emergency management. The Director will also coordinate as necessary with the Oklahoma Department of Emergency Management for all assistance requirements.

Priorities for all emergency incidents are 1. Life Safety, 2. Incident Stabilization, and 3. Property Protection. Additional priorities include 1. Health, 2. Property Protection, 3. Environmental Protection, 4. Restoration of Essential Utilities, 5. Restoration of Essential Functions, and 6. Coordination Among Stakeholders

During a large disaster it is preferable to maintain organizational continuity and to assign familiar tasks to personnel. However, in an effort to accomplish emergency related tasks, it may be necessary to draw on peoples' basic capabilities and expertise and use them in areas of greatest need. Day-to-day functions that do not contribute directly to the emergency operation may be suspended allowing for labor and resources to be redirected.

The following principles establish fundamental doctrine for the response mission area to support locally executed, state managed, and federally supported disaster operations: (1) engaged partnership; (2) tiered response; (3) scalable, flexible, and adaptable operational capabilities; (4) unity of effort through unified command; and (5) readiness to act.

FEMA COMMUNITY LIFELINES

In 2019, the Federal Emergency Management Agency developed the community lifelines construct to increase effectiveness in disaster operations. The construct allows emergency managers to characterize the incident and identify the root causes of priority issue areas, and distinguish the highest priorities and most complex issues from other incident information.

City of Midwest City Emergency Operations Plan

A lifeline enables the continuous operation of critical government and business functions and is essential to human health and safety or economic security.

Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.

- FEMA has developed a construct for objectives-based response that prioritizes the rapid stabilization of Community Lifelines after a disaster. The seven lifelines paint a comprehensive picture of the state of the community at any time during an emergency.
- The integrated network of assets, services, and capabilities that provide lifeline services are used day-to-day to support the recurring needs of the community and enable all other aspects of society to function.
- When disrupted, decisive intervention (e.g., rapid re-establishment or employment of contingency response solutions) is required to stabilize the incident.

Lifeline Stabilizations Targets

Safety and Security Lifeline: Threats to life safety are no longer a concern for all response personnel and impacted communities. Government essential functions, including executive leadership, are operational. Sufficient search and rescue assets are on-scene to assist all survivors. Sufficient fire resources are available to support fire suppression efforts.

Food, Water, Shelter Lifeline: All survivors, their pets, and service animals have access to food, water, and sanitation. Sheltering (including reception, capacity, and wrap-around services) is supporting the displaced population. Sufficient resources are in place to sustain agricultural requirements.

Health and Medical Lifeline: All survivors, their pets, and service animals have access to required medical and veterinary care. Emergency medical systems are capable of managing patient movement requirement. Public health services are accessible to all survivors. Sufficient temporary fatality management support is in place to meet processing demand. Medical supply chain capable of adequately resupplying medical care providers.

Energy Lifeline: Generators are providing temporary emergency power at critical facilities necessary to stabilize other lifelines. Fuel distribution is available for responders. Sufficient fuel distribution is available for survivors, including supporting individuals dependent on power for life-sustaining medical care.

Communications Lifeline: Survivors have access to commercial communications infrastructure to contact or be contacted by emergency services. Land mobile radio communications network is operational. Public safety answering points are available to the public. Survivors have access to financial services.

Transportation Lifeline: Multimodal routes (air, rail, road, port) are clear of debris and accessible by normal or alternate means.

City of Midwest City Emergency Operations Plan

Hazardous Material Lifeline: All contaminated areas are identified and secure.

(See Appendix 6: FEMA Lifelines for additional information)

PHASES OF MANAGEMENT

1. MITIGATION

Mitigation activities are those designed to either prevent the occurrence of an emergency or long-term activities directed toward minimizing the potentially adverse effects of an emergency or disaster. Mitigation actions include planning and zoning, as well as public outreach and education. In the aftermath of a disaster, the city must be prepared to leverage mitigation opportunities due to a heightened sense of hazards, and possible available funds from the incident.

2. PREVENTION

Prevention focuses on preventing human hazards, primarily from potential natural disasters or terrorist (both physical and biological) attacks. Preventive measures are designed to provide more permanent protection from disasters; however, not all disasters can be prevented. The risk of loss of life and injury can be limited with good evacuation plans, environmental planning and design standards.

3. PREPAREDNESS

Preparedness activities are those programs and systems that exist prior to an emergency and support and enhance response to an emergency or disaster. This phase includes planning, training and exercising. 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

4. RESPONSE

Response activities and programs address the immediate and short-term effects of an emergency or disaster. They help to reduce casualties and damage as well as speed recovery. Response activities include direction and control, warning, evacuation and other similar operations.

5. RECOVERY

Recovery activities involve restoring systems to the phase that involves restoring systems to normal or a new normal. Short-term recovery operations/actions are taken to assess damage and return vital life-support systems to minimum operating standards. Long-term recovery actions may take many years based on the type of disaster.

Throughout this document, the phases may be combined as their activities often overlap.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

- Most of the departments within the city have prescribed emergency functions in addition to their normal duties. Therefore, each department is responsible for developing and maintaining its own

City of Midwest City Emergency Operations Plan

emergency Standard Operating Procedures to fulfill these responsibilities. Specific responsibilities are outlined under “Assignments” and amplified in specific annexes in this plan.

- In accordance with the 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 among State, Local and Federal organizations.
- The Incident Command System (ICS), as a part of NIMS, is a standard, on-scene, all-hazard incident management concept and shall be used during all incidents in Midwest City.
- The Midwest City Emergency Operations Plan provides overview guidance for the coordination of various organizations and entities, and the activities associated with handling significant emergencies, disasters, and large-scale events or incidents within the City.

EMERGENCY SUPPORT FUNCTION (ESF) OVERVIEW:

This plan is organized according to Emergency Support Functions, as identified within the National Response Framework, with minor modifications to better reflect local needs. The following table provides the ESFs utilized in Midwest City:

Emergency Support Functions (ESFs)	
ESF #1	Transportation
ESF #2	Communications
ESF #3	Public Works & Engineering
ESF #4	Firefighting & Technical Rescue
ESF #5	Emergency Management
ESF #6	Mass Care & Sheltering
ESF #7	Logistics & Resource Support
ESF #8	Public Health & Medical
ESF #9	Search & Rescue
ESF #10	Hazardous Materials
ESF #11	Agriculture & Natural Resources
ESF #12	Energy & Utilities
ESF #13	Public Safety & Security
ESF #14	Recovery and Mitigation
ESF #15	Public Information
ESF #16	Donations & Volunteer Management
ESF #17	Business and Infrastructure

Many of the concepts and details for the organizational units, lead agencies, and support agencies are similar in nature, although duties and responsibilities vary greatly. This portion of the EOP pertains to **ALL** ESFs.

ASSIGNMENTS AND RESPONSIBILITIES

Identified in Emergency Support Function annexes of this plan are the tasks for each agency, department or volunteer service organization that supports the City of Midwest City Emergency Management program.

The Emergency Management Director will help assure the development and maintenance of the EOP on the part of each ESF. Generally, each designated department or agency should:

- Provide input and recommendations for modifications to the EOP relative to their respective ESF
- Maintain current notification rosters
- Designate a representative and necessary back-up personnel to staff the EOC when requested
- Establish procedures for reporting urgent or emergency information to their respective EOC Point of Contact.
- Develop mutual aid/automatic aid agreements with like agencies in adjacent localities; and
- Provide, obtain, and/or sponsor ongoing training to maintain emergency response capabilities

This EOP provides guidance for managing the use of services and requests for response, relief, and other recovery resources. When activated, all requests for support or other needs will be submitted to the EOC for consideration, validation, and/or action in accordance with the appropriate ESF.

All ESFs are organized consistently with the requirements of the National Response Framework (NRF) and the National Incident Management System (NIMS). This system supports incident assessment, planning, procurement, deployment, and coordination of support operations and resources for Midwest City government. Sections, Units, Tams, staffing levels, etc. are modular and scalable to meet the needs of the situation.

Procedures, protocols, and plans for event/disaster response activities provide guidelines for operations at the Midwest City EOC and in the field.

- The Emergency Operations Plan and corresponding Annexes, and Standard Operating Guidelines (SOGs) or Standard Operating Procedures (SOPs) describing respective ESF capabilities are based on National Planning Scenarios, Universal Task Lists and Target Capabilities, and are the basis of these guidelines;
- Periodic training and exercises to enhance effectiveness
- ESF-related planning is continuous, beginning well before the impact of approaching known events and continuing upon initiation of those not foreseen.

A large response requiring regional, state, and/or interstate mutual aid assistance will likely require appropriate ESF implementation. Activated ESFs will coordinate with Support Agency counterparts to seek and procure, plan, coordinate, and direct the use of required assets or capabilities.

When an event requires a specific type of resource or response mode, specific technical and subject matter expertise may be provided by an appropriate person(s) from a supporting agency. These Technical Specialist(s) will advise and/or direct operations within the context of the Incident Command System.

City of Midwest City Emergency Operations Plan

To facilitate and coordinate emergency tasks in the city, each identified department or organization shall provide a minimum of three (3) liaison officers to the Midwest City Emergency Operations Center (EOC) location. Each department or organization will ensure the agency liaison is trained, has routine decision-making authority and is accessible 24-hours.

ORGANIZATION

Emergency response in Midwest City will be structured as follows:

1. POLICY GROUP

Policy group-Serves to coordinate policy to ensure integrated and coordinated emergency management program. They provide input to the Emergency Management Director for the development, coordination, maintenance, evaluation, and improvement of the emergency management program. With the assistance of the Emergency Management Director, they also oversee and participate in emergency decision-making and issue appropriate emergency proclamations, resolutions, and executive orders. Their EOC role is to provide input and to help identify the overall objectives to be accomplished, providing the basis for Incident Action Plans. These individuals are responsible for strategy and planning to remedy the incident, and ensure that all functions essential to efficient operations are performed.

- Mayor
- Vice-Mayor
- City Manager
- City Clerk
- Finance Director
- City Attorney
- Hospital Administrator
- School Superintendent

The authority to implement this Emergency Operations Plan and to activate the EOC is delegated to the Emergency Management Director. The Emergency Management Director will activate the EOC when a major incident has occurred or is likely to occur within or near City limits. Should the Policy Group or members thereof be needed at the EOC, they will be contacted by the Emergency Management Director or designee and requested to respond to the current EOC location. The Emergency Management Director will activate the EOC according to the following levels:

EMERGENCY OPERATIONS CENTER ACTIVATION LEVELS

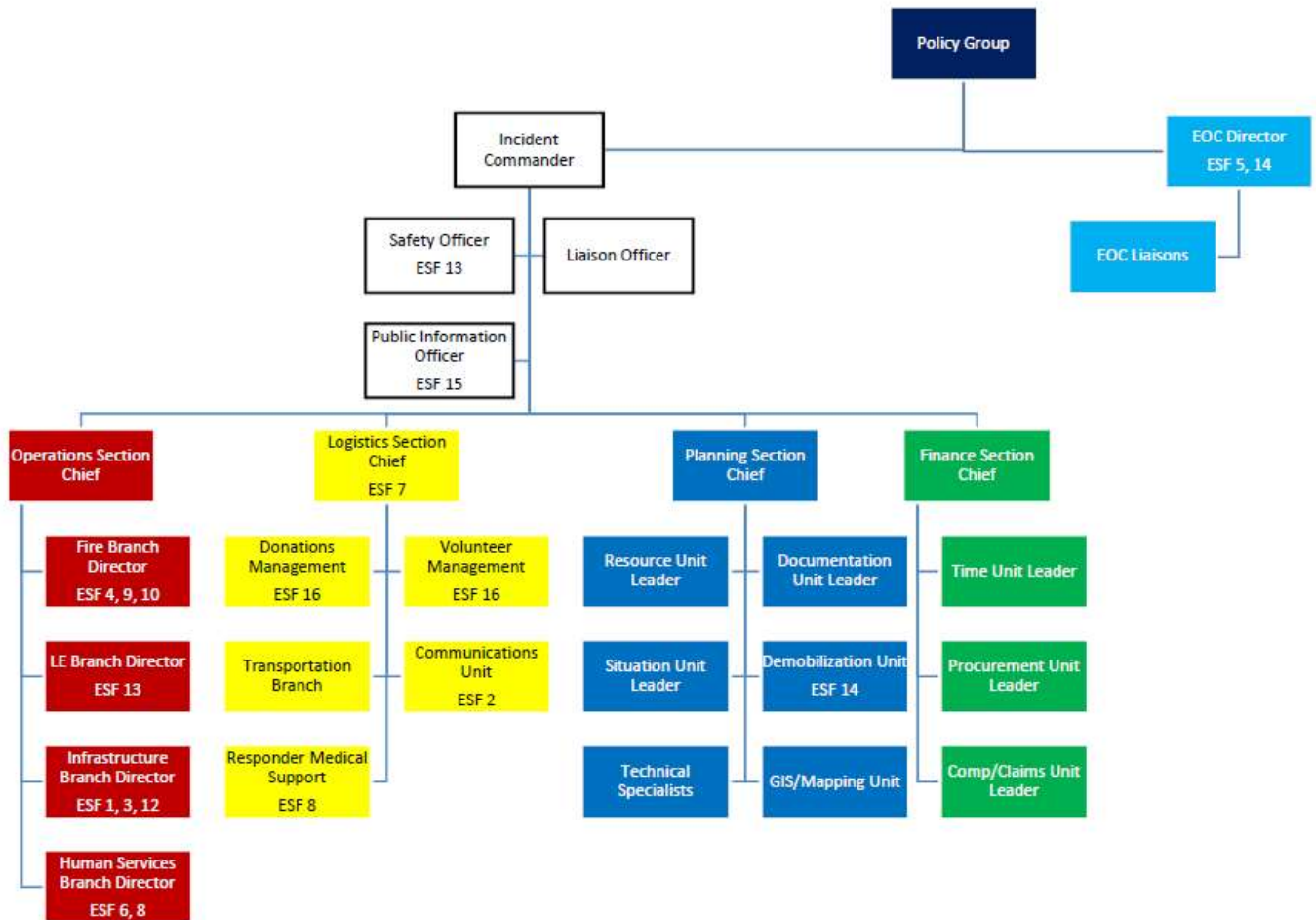
EMERGENCY OPERATIONS CENTER ACTIVATION LEVELS			
Operational Level	Trigger	Staffing	Functions
LEVEL VI Normal Operations	No Immediate Threat	As scheduled	Monitor a broad spectrum of threats and situations
ACTIVATED			
LEVEL III Monitoring	Potential Threat	Performed by Emergency Management staff	Monitor a specific potential threat; Develop a Common Operating Picture; Provide Updates to response and recovery partners; may begin days in advance of an event
LEVEL II Enhanced Operations	Immediate Threat	Increased staffing in EOC; usually limited to one 12-hour operational period or less	Monitor an immediate, specific threat; Notify and coordinate preparedness actions with response and recovery partners; Develop a Common Operating Picture, May update more frequently
LEVEL I Emergency or Disaster Operations	Hazard Impact	Increased staffing at EOC; Multiple 12-hour operational periods possible	Coordination and Support of response and recovery operations; Develop a Common Operating Picture; Provide Impact Assessment and situation reports (SITREP)

City of Midwest City Emergency Operations Plan

2. INCIDENT COMMAND STAFF

Incident Command Staff- Positions in the Incident Command structure will be staffed as needed.

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Note: In the event one or more of the above listed officials is unable to serve in their assigned role, their assistant/deputy will replace them.

City of Midwest City Emergency Operations Plan

3. EOC 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, perform functions within the EOC to enhance efficiency, or perform critical tasks outside of the scope of government departments. In larger incidents, the Emergency Management Director typically manages EOC Operations.

ASSIGNMENTS AND RESPONSIBILITIES

Duties and responsibilities are grouped according to Emergency Support Functions (ESF), as identified within the National Response Framework, and modified to meet local needs. Identified in separate annexes of this plan are the tasks for each agency, department or volunteer service organization that supports the City of Midwest City emergency management program. Information in the Basic Plan applies to all ESFs.

To facilitate and coordinate emergency tasks in the city, each identified department or organization shall identify a minimum of three (3) liaison officers to the Midwest City Emergency Operations Center (EOC). Each department or organization will ensure the agency liaison is trained, has routine decision-making authority and is accessible 24-hours.

1. DIRECTION AND CONTROL

- The final responsibility for all emergency management belongs to the elected officials of the city who are members of the Policy 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 advise and direct the activities of the entire response organization through the EOC.
- The Emergency Management Director is responsible for coordinating the emergency management program. He/she makes routine decisions and advises the Policy Group on alternatives when major decisions are required. During emergency operations, he/she is responsible for the proper functioning of the EOC and EOC staff. The director also acts as a liaison with other local, county, state, and federal emergency management agencies.
- 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:
 - Recall procedures for personnel during non-duty hours.
 - Current contact information for each employee.
 - Prioritization of tasks to guide recovery work.
 - d. Procedures to be followed which deviate from normal.
 - e. Specific emergency authorities that may be assumed by the designated successor during emergency situations.

CONTINUITY OF GOVERNMENT

1. SUCCESSION OF LEADERSHIP

The line of succession for continuity of government for Midwest City is as follows:

- Mayor
- Vice Mayor
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- Individual elected by available council members
- City Manager

The line of succession for the Emergency Management Director, and/or her assistant will be the Fire Chief and then Police Chief.

The line of succession for each agency/department head is according to the department rules, and/or standing operating procedures established by each department. Each department will establish at least three levels of succession.

All city departments, agencies, commissions, boards and volunteer organizations shall establish internal rules of succession to insure continuity of government (COG) and continuity of operations (COOP) during times of disaster.

All city departments, agencies, commissions, boards and volunteer organizations shall identify necessary resources and alternate locations to continue emergency operations should their primary facilities become untenable due to the effects of a disaster.

2. RECORD PRESERVATION

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 be protected accordingly at City Hall or in local safety deposit boxes.

Local records in the following categories are essential records that shall be preserved pursuant to Title 67, Oklahoma Statutes:

CATEGORY A: Records containing information necessary to government operations in an emergency created by any disaster.

CATEGORY B: Records not in Category A but containing information necessary to protect the rights and interests of persons or to establish and affirm the powers and duties of governments in the resumption of operations after a disaster.

City of Midwest City Emergency Operations Plan

It is the responsibility of each agency to insure recognition and preservation of essential records as defined under Category A and B

ADMINISTRATION AND LOGISTICS

1. EMERGENCY AUTHORITY

A summary of existing Oklahoma legislation pertaining to emergency management is listed in the Authorities and References Section.

Provisions for local emergency powers are found in the Oklahoma Code and local ordinances, which include but are not limited to:

- Declaration of States of Emergency.
- Contracts and Obligations.
- Control of Restricted Areas.
- Liability.

2. 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 understandings will be entered into by duly authorized officials and will be formalized in writing whenever possible.

Letters of agreement or understanding between the City of Midwest City and local support groups will be prepared as required and will cite as their authority the State of Oklahoma Management Act of 2003.

3. RECORDS AND REPORTS

The Records Management Act stated in Title 67, Oklahoma Statutes shall apply.

It will be the responsibility of the Emergency Management Director to request records and reports from supporting agencies, as required, to provide for continuity of operations as well as for the administration of this plan.

During emergency operations, each department will maintain a log or record identifying the personnel, the hours worked (including overtime), equipment used and all other costs and expenses (including direct costs), and tasks performed in the administration of disaster related responsibilities. This information may be used to determine total state costs for possible use by the Governor to request a State or Federal disaster declaration.

City of Midwest City Emergency Operations Plan

4. 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.

5. CONSUMER PROTECTION

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

6. 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.

7. ADMINISTRATION AND INSURANCE CLAIMS

Commercial insurance companies and adjustment agencies normally handle insurance claims on a routine basis. 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 survivors.

8. LABOR (PAID AND VOLUNTEER)

Labor, both paid and volunteer, will be managed by the Human Resources Officer and Volunteer Coordinator in cooperation with the OKVOAD Donations and Volunteer Management Committee

9. 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.

10. 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 City.

11. 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 of the Oklahoma Department of Emergency Management will arrange for the OHPO to identify any existing historic properties within the designated disaster area.

Note: Nothing in the process of coordination and support should be interpreted as relieving agency heads of their responsibility for emergency planning and response for their agency under state law.

AUTHORITIES AND REFERENCES

12. LEGAL AUTHORITY

A. FEDERAL

- a. Public Law 93-288 Robert T. Stafford Disaster Relief and Emergency Assistance as amended
- b. Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)
- c. Emergency Planning and Right-to-Know Act of 1986 (EPCRA)
- d. Homeland Security Presidential Directive 5
- e. Title 44- Code of Federal Regulations – Emergency Management and Assistance
- f. Health Insurance Portability and Accountability Act (HIPAA)
- g. Americans with Disabilities Act 1990
- h. Rehabilitation Act of 1973
- i. Civil Rights Act of 1964
- j. Pets Evacuation and Transportation Standards Act 2006
- k. National Response Framework
- l. Federal Clean Air Act
- m. Federal Resource Conservation and Recovery Act
- n. Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA)
- o. CFR 1910.120 Hazardous Waste and Emergency Operations (HAZWOPR)

B. STATE OF OKLAHOMA

- a. Oklahoma Emergency Management Act of 2003 (O.S. § 63-683.1)
- b. Oklahoma Motor Vehicles Statute (O.S. § 47-1-103)
- c. Oklahoma Hazardous Materials Planning and Notification Act
- d. Oklahoma Emergency Response Act
- e. Oklahoma Public Competitive Bidding Act of 1974

C. CITY OF MIDWEST CITY

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

REFERENCES

1. 44 CFR Part 302 Civil Defense State and Local Emergency Management Assistance Program (EMA).
2. O.S. § 63- 683 Emergency Management Act
3. Community Lifelines Toolkit 2.0
4. Comprehensive Preparedness Guide (CPG) 101 V. 2.0: Developing and Maintaining Emergency Operations Plans
5. The National Response Framework, Fourth Edition 2019
6. The National Disaster Recovery Framework, Second Edition 2016
7. National Incident Management System 2017
8. Public Law 93-288 Robert T. Stafford Disaster Relief and Emergency Assistance as amended.

APPENDICES

Appendix 1- Incorporation of National Response Framework

Appendix 2- Task Matrix

Appendix 3- Definitions

Appendix 4- Acronyms

Appendix 5- Hazard Analysis

Appendix 6- FEMA Lifeline Components

Appendix 7- National Risk Index Graphics

APPENDIX 1: INCORPORATION OF THE NATIONAL RESPONSE FRAMEWORK

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

ESF #1 Transportation	Federal Agency:	Dept. of Transportation
	State Agency:	OK Dept. of Transportation
	<u>Local</u> Agency:	<u>Mid-Del Public Schools</u>
ESF #2 Communications	Federal Agency:	Dept. of Homeland Security
	State Agency:	OK Dept. of Emergency Management and Homeland Security
	<u>Local</u> Agency:	<u>MWC Information Technology/Emergency Communications</u>
ESF #3 Public Works and Engineering	Federal Agency:	Dept. of Defense/ U.S. Army Corps of Engineers
	State Agency:	OK Dept. of Transportation
	<u>Local</u> Agency:	<u>MWC Public Works Dept.</u>
ESF #4 Firefighting & Technical Rescue	Federal Agency:	Dept. of Agriculture/ U.S. Forest Service
	State Agency:	OK Dept. of Agriculture, Food and Forestry

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ESF #5 Emergency Management

Local Agency: MWC Fire Dept.

Federal Agency: Dept. of Homeland Security/FEMA

State Agency: OK Dept. of Emergency Management and Homeland Security

Local Agency: MWC Emergency Management

ESF #6 Mass Care, Emergency Assistance, Housing, Human Services

Federal Agency: Dept. of Homeland Security/FEMA

State Agency: OK Dept. of Emergency Management and Homeland Security

Local Agency: American Red Cross-Central and SW Oklahoma Chapter

ESF #7 – Logistics Management and Resource Support

Federal Agency: General Services Administration

State Agency: OK Dept. of Emergency Management and Homeland Security

Local Agency: MWC Fire Dept.

ESF #8 – Public Health and Medical Services

Federal Agency: Dept. of Health and Human Services

State Agency: OK Dept. of Health

Local Agency: EMS Director Saints Midwest/
Oklahoma City-County Health Department

ESF #9 – Search and Rescue

Federal Agency: Dept. of Homeland Security/FEMA

State Agency: OK Dept. of Public Safety

Local Agency: MWC Fire Dept.

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ESF #10 – Oil and Hazardous Materials Response

Federal Agency: Environmental Protection Agency
State Agency: OK Dept. of Environmental Quality
Local Agency: MWC Fire Dept.

ESF #11 – Agriculture and Natural Resources

Federal Agency: Dept. of Agriculture
State Agency: OK. Dept. of Agriculture, Food, and Forestry
Local Agency: MWC Emergency Management

ESF #12 – Energy

Federal Agency: Dept. of Energy
State Agency: OK Corporation Commission
Local Agency: MWC Public Works Dept./Local Utility Providers

ESF #13 – Public Safety and Security

Federal Agency: Department of Justice/Bureau of Alcohol, Tobacco, Firearms & Explosives
State Agency: OK Dept. of Public Safety
Local Agency: MWC Police Dept.

ESF #14 Recovery and Mitigation

Federal Agency: FEMA
State Agency: OK Dept. of Emergency Management and Homeland Security
Local Agency: Midwest City Emergency Management/OKVOAD

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ESF #15 – External Affairs	Federal Agency:	Department of Homeland Security
	State Agency:	OK Dept. of Emergency Management and Homeland Security
	<u>Local Agency:</u>	<u>MWC Public Information</u>
ESF #16 Donations and Volunteer Management	Federal Agency:	National VOAD
	State Agency:	OK VOAD
	<u>Local Agency:</u>	<u>MWC Emergency Management</u>
ESF #17 Cross Sector Business and Infrastructure	Federal Agency:	Department of Homeland Security / Cybersecurity and Infrastructure Security Agency (CISA)
	State Agency:	OK Dept. of Homeland Security/ OK Dept. of Emergency Management
	<u>Local Agency:</u>	<u>MWC Economic Development</u>

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Task	Midwest City Departments												Community Partners								State of Oklahoma Partners											Federal Partners																
	Mayor	Animal Welfare	City Manager	Community Development	Economic Development	Emergency/Communications	Emergency Management	Fire	Finance/City Clerk	Information Technology	Legal	Parks & Recreation	Police	Public Information	Public Works	Risk Management	Midwest City EMS Provider	Oklahoma City-County Health	Chamber of Commerce	Oklahoma County	Oklahoma County Sheriff	American Red Cross	Mid-Del Schools	Public Utilities	VOAD/NGO	Private Sector Partners	Governor	OKEM/HS	Oklahoma Medical Examiner	Oklahoma State Dept. of Health	ODMHSAS	OKMRC	Human Services/DHS	Military/National Guard	63rd CST	ODOT	Oklahoma Dept. of Public Safety	ODAFF	DEQ	FEMA	FBI	Homeland Security	Small Business Administration	Housing and Urban Development				
ESF #6 Mass Care and Sheltering																																																
Mass care and sheltering		✓				✓																																										
Emergency assistance/Disaster housing		✓	✓			✓																																				✓						
Human Services																																																
ESF #7 – Logistics Management and Resource Support																																																
Comprehensive jurisdiction incident logistics planning, management, and sustainment capability			✓			▲	✓	✓	✓	✓	✓				✓	✓	✓											✓																				
Resource support-facility space, office equipment and supplies, contracting services, etc.			✓			✓			▲	✓	✓				✓			✓										✓																				
ESF #8 – Public Health and Medical Services																																																
Infection control						✓	✓									✓	▲				✓			✓						✓		✓																
Emergency medical triage, treatment, transport							✓									▲																																
Mental health services																																																
Mass fatality management							✓																																									
ESF #9 – Search and Rescue																																																
Search and rescue operations						✓	✓	▲				✓	✓															✓																				
Life saving assistance						✓	▲					✓	✓																																			
ESF #10 – Oil and Hazardous Materials Response																																																
Oil and hazardous material (chemical, biological, radiological, etc.) response						✓	✓	▲				✓		✓														✓															✓					
Short and long-term environmental cleanup							✓																				✓																					▲
ESF #11 – Agriculture and Natural Resources																																																
Nutrition assistance		▲																																														
Animal and plant disease and pest response																	✓												✓														▲					
Food safety and security																	✓									✓				▲													▲					
Natural and cultural resources and historic properties protection and restoration																									✓																		▲					
Safety and well-being of household pets		▲				✓	✓					✓												✓	✓																				✓			
Safety and well-being of livestock		▲				✓	✓					✓												✓	✓																					✓		
ESF #12 – Energy																																																
Energy infrastructure assessment, repair, and restoration						✓																																										
Energy industry utilities coordination						✓	✓	✓																																								
ESF #13 – Public Safety and Security																																																
Facility and resource security						✓						▲		✓																																		
Security planning and technical resource assistance						✓	✓		✓			▲																																				
Public safety and security support	✓		✓			✓	✓					▲	✓	✓	✓	✓				✓								✓	✓																		✓	
Support to access, traffic, and crowd control	✓	✓	✓	✓		✓						▲	✓	✓		✓									✓																							

City of Midwest City Emergency Operations Plan

Task	Midwest City Departments																Community Partners										State of Oklahoma Partners											Federal Partners																							
	Mayor	Animal Welfare	City Manager	Community Development	Economic Development	Emergency Communications	Emergency Management	Fire	Finance/City Clerk	Information Technology	Legal	Parks & Recreation	Police	Public Information	Public Works	Risk Management	Midwest City EMS Provider	Oklahoma City-County Health	Chamber of Commerce	Oklahoma County	Oklahoma County Sherriff	American Red Cross	Mid-Dei Schools	Public Utilities	VOAD/NGO	Private Sector Partners	Governor	OKEM/HS	Oklahoma Medical Examiner	Oklahoma State Dept. of Health	ODMHSAS	OKMRC	Human Services/DHS	Military/National Guard	63rd CST	ODOT	Oklahoma Dept. of Public Safety	ODAFF	DEQ	FEMA	FBI	Homeland Security	Small Business Administration	Housing and Urban Development																	
Create Long-term Community Recovery Plan			✓			▲			✓								✓							✓		✓																																			
Collect and process damage assessment information						▲																			✓		✓															✓																			
Social and economic community impact assessment	✓		✓	✓	▲	✓																	✓		✓		✓																✓																		
Long-term community recovery assistance			✓			✓																✓	✓	▲					✓															✓			✓														
Analysis and review of mitigation program implementation			✓	✓		▲																					✓		✓													✓																			
Pre-identify and secure DRC locations for MWC						▲																																																							
ESF #15 – External Affairs																																																													
Emergency public information and protective action guidance			✓			✓	✓	✓				✓	▲									✓			✓		✓																																		
Media and community relations						✓	✓	✓				✓	▲				✓	✓					✓		✓		✓																																		
ESF #16 Donations and Volunteer Management																																																													
Identify/procure necessary sites for donated goods						▲																				✓																																			
Identify/procure necessary sites for volunteer reception center						▲																				✓																																			
Activate volunteer portal, phone number						✓			✓				✓											▲			✓																																		
Track donated goods and services								✓																▲			✓																																		
Track and document volunteer hours and tasks								✓																▲			✓																																		
ESF #17 Cross-Sector Business and Infrastructure																																																													
Implement Storm Ready Business initiative	✓		✓	✓		▲							✓					✓							✓																																				
Analyze requirements for stabilizing lifelines			✓			▲	✓					✓		✓			✓					✓	✓		✓			✓														✓																			

APPENDIX 3: DEFINITIONS

AGENCY LIAISON OFFICER (ALO): Persons appointed by Director of designated state agencies who, during emergency periods, coordinate an agency's actions for providing effective relief and assistance in accordance with this plan and The Robert T. Stafford Act, Public Law 93-288.

CATASTROPHIC DISASTER: An event that results in large numbers of deaths and injuries; causes extensive damage or destruction of facilities that provide and sustain human needs; produces an overwhelming demand on State and local response resources and mechanisms; causes a severe long-term effect on general economic activity; and severely affects State, local, and private-sector capabilities to begin and sustain response activities.

COMMUNITY EMERGENCY RESPONSE TEAM (CERT): A program that helps train people to be better prepared to respond to emergencies in their communities. CERT members give critical support to first responders in emergencies, provide immediate assistance to victims, organize spontaneous volunteers at a disaster site, and collect disaster intelligence to support first responder efforts.

CONTINUITY OF GOVERNMENT: Ensuring the continued functioning of our city government in the event of an emergency or disaster.

CONTINUITY OF OPERATIONS: Continuity of Operations Plan (COOP) is planning to ensure that minimum essential government functions continue during any situation. It is a contingency plan for when any event disrupts an agency's day-to-day operations. It may include something as simple as a power outage or as serious as the destruction of an agency's current facilities.

DEMOBILIZATION: The orderly, safe, and efficient return of an incident resource to its original location and status.

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. A disaster requires resources beyond those available locally. Disasters may be natural or man-made, and are classified as major or catastrophic based on damage and injuries.

EMERGENCY: A dangerous event that may be devastating, but may 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.

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EMERGENCY COMMUNICATIONS CENTER (ECC): Sometimes called a PSAP (Public Safety Answering Point), a call center where emergency calls are answered and processed according to a specific policy.

EMERGENCY MANAGEMENT- Sometimes called disaster management, it is the framework by which organizations respond to natural and manmade disasters and acts of terrorism. Emergency management is focused on mitigating risks, preparing for possible catastrophes and disasters, responding to threats or actual disasters, and recovering from disaster.

EMERGENCY OPERATIONS CENTER (EOC): A pre-designated, centralized facility established and utilized for direction, control and coordination in an emergency or disaster.

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

EMERGENCY PREPAREDNESS: The discipline which ensures an organization, or community's readiness to respond to an emergency in a coordinated, timely, and effective manner.

EMERGENCY SUPPORT FUNCTION (ESF): The grouping of governmental and certain private sector capabilities into an organizational structure to provide capabilities and services most likely needed to manage domestic incidents.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): Federal Emergency Management Agency FEMA plays a multi-faceted central role in the national disaster program in terms of preparedness, response, recovery and mitigation by federal, state and local governments, business and industry, individuals and families, and NGOs. FEMA is a part of the Directorate of Emergency Preparedness and Response (EPR, q.v.) which, in turn, is a major component of the Department of Homeland Security (DHS, q.v.). Prior to 2003, FEMA was a stand-alone agency.

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 The Robert T. Stafford Act, Public Law 93-288.

FINANCE/ADMIN SECTION: The ICS Section responsible for an incident's administrative and financial considerations.

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.

HAZARD MITIGATION: The process of alleviating hazards or reducing the risk of hazards by the use of proactive measures. (FEMA's Disaster Mitigation Act) Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

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HAZARD VULNERABILITY ANALYSIS: The process of estimating, for defined areas, the probabilities of the occurrence of potentially-damaging phenomenon of given magnitudes within a specified period of time. A systematic approach used to analyze the effectiveness of the overall (current or proposed) security and safety systems at a particular facility. Hazard assessment involves analysis of formal and informal historical records, and skilled interpretation of existing topographical graphical, geological geomorphological, hydrological, and land-use maps. The analysis first determines the objectives of the facility's physical protection system. Next, it identifies the physical protection elements in place (or proposed) to prevent or mitigate security concerns. Finally, it analyzes the system design against the objectives in a systematic, quantitative manner in order to determine if the physical protection system is effective and acceptable for that facility. Similar Terms Vulnerability Analysis, Risk Assessment, Threat Assessment.

IAEM: International Association of Emergency Managers. A non-profit educational organization dedicated to promoting the goals of saving lives and protecting property during emergencies and disasters.

IC: Incident Commander. Under the Incident Command System, the person assigned to have overall charge of the field response to an incident.

ICS: The Incident Command System. A standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

INDIVIDUAL ASSISTANCE: Financial or other aid provided to private citizens to help alleviate hardship and suffering, and intended to facilitate resumption of their normal way of life prior to disaster.

JOINT FIELD OFFICE (JFO): The office established in or near the designated area to support Federal and State response and recovery operations. The JFO houses the FCO and the Emergency Response Team (ERT), and where possible, the State Coordinating Officer (SCO) and support staff.

JOINT INFORMATION CENTER (JIC): The primary field location for the coordination of Federal, State and local media relations, located in or near the JFO.

LIAISON OFFICER: Under the Incident Command System, (ICS), a member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies or organizations.

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LOGISTICS SECTION: The ICS Section responsible for providing facilities, services, and material support for the incident.

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 that, in the determination of the United States, causes damage of sufficient severity and magnitude as to warrant major disaster assistance under Public Law 93288 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.

MANAGEMENT BY OBJECTIVES: A management approach, fundamental to NIMS, that involves (1) establishing objectives, e.g., specific, measurable and realistic outcomes to be achieved;(2) identifying strategies, tactics, and tasks to achieve the objectives; (3) performing the tactics and tasks and measuring and documenting results in achieving the objectives; and (4) taking corrective action to modify strategies, tactics, and/or performance to achieve the objectives.

MUTLIAGENCY COORDINATION GROUP (POLICY GROUP): A group, typically consisting of agency administrators or executives from organizations, or their designees, that provides policy guidance to incident personnel, supports resource prioritization and allocation, and enables decision making among elected and appointed officials and senior executives in other organizations, as well as those directly responsible for incident management. May also be called the Policy Group.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS): A systematic, proactive approach to guide all levels of government, NGOs, and the private sector to work together to prevent, protect against, mitigate, respond to, and recover from the effects of incidents. NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS provides a consistent foundation for dealing with all incidents, ranging from daily occurrences to incidents requiring a coordinated Federal response.

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

OKLAHOMA DEPARTMENT 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.

OKLAHOMA OFFICE OF HOMELAND SECURITY (OKOHS): The office responsible for the homeland security effort for the State of Oklahoma to prepare for, to prevent, to reduce the State's vulnerability to, to minimize the damage from, and to respond to a terrorist attack should one occur.

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OPERATIONS SECTION: The ICS Section responsible for implementing tactical incident operations described in the IAP. In ICS, the Operations Section may include subordinate branches, divisions, and/or groups.

PLANNING SECTION: The ICS Section that collects, evaluates, and disseminates operational information related to the incident and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

PRIVATE SECTOR: Organizations and individuals that are not part of any governmental structure. The private sector includes for-profit and not-for-profit organizations, formal and informal structures, commerce, and industry.

PUBLIC ASSISTANCE: Financial or other aid provided to political subdivisions or tribes to facilitate restoration of public facilities to pre-disaster functions and capabilities.

PIO: Public Information Officer. Under the Incident Command System (ICS), a member of the Command Staff responsible for interfacing with the public, media, and others as to information about an incident.

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

RESPONSE: Activities to address the immediate and short-term effects of an emergency or disaster.

SAFETY OFFICER (SOFR): In the Incident Command System (ICS), a member of the Command Staff responsible for monitoring incident operations and advising the Incident Commander or Unified Command on all matters relating to operational safety, including the health and safety of incident personnel. The Safety Officer modifies or stops the work of personnel to prevent unsafe acts.

STATE COORDINATING AGENCY: The State department or agency assigned primary responsibility to facilitate and coordinate a specific ESF.

STATE COORDINATING OFFICER: The representative of the Governor who coordinates State response and recovery activities with those of the Federal Government.

SUPPORT AGENCY: A state or volunteer agency designated to assist a specific state coordinating agency with available resources, capabilities, or expertise in support of ESF response operations.

TERRORISM: Defined by the Federal Bureau of Investigation (FBI) as the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives.

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UNITY OF COMMAND: A NIMS guiding principle stating that each individual involved in incident management reports to and takes direction from only one person.

UNITY OF EFFORT: A NIMS guiding principle that provides coordination through cooperation and common interests and does not interfere with Federal department and agency supervisory, command, or statutory authorities.

VOAD: Voluntary Organizations Active in Disaster

WARNING: Indication that severe weather is occurring and there is imminent danger to life and property.

WATCH: When meteorological conditions indicate a probability of severe weather phenomena.

WHOLE COMMUNITY: A focus on enabling the participation in incident management activities of a wide range of players from the private and nonprofit sectors, including NGOs and the general public, in conjunction with the participation of all levels of government, to foster better coordination and working relationships.

APPENDIX 4: ACRONYMS

ABLE	ALCOHOLIC BEVERAGE LAWS ENFORCEMENT COMMISSION
ARC	AMERICAN RED CROSS
ARES	AMATEUR RADIO EMERGENCY SERVICES
ARM	AERIAL RADIOLOGICAL MONITOR
ARRL	AMERICAN RADIO RELAY LEAGUE
C&G	COMMAND AND GENERAL STAFF
CAP	CIVIL AIR PATROL
CART	COUNTY ANIMAL RESPONSE TEAM
CBRNE	CHEMICAL, BIOLOGICAL, RADIOLOGICAL, NUCLEAR, & EXPLOSIVE
CERT	COMMUNITY EMERGENCY RESPONSE TEAM
CFR	CODE OF FEDERAL REGULATIONS
CLEET	COUNCIL ON LAW ENFORCEMENT EDUCATION AND TRAINING
COOP	CONTINUITY OF OPERATIONS PLAN
CPG	CIVIL PREPAREDNESS GUIDE
CST	CIVIL SUPPORT TEAM
DCT	DISASTER COORDINATION TEAM
DEQ	DEPARTMENT OF ENVIRONMENTAL QUALITY
DHS	DEPARTMENT OF HUMAN SERVICES
DMAT	DISASTER MEDICAL ASSISTANCE TEAM
DMORT	DISASTER MORTUARY TEAM
DMT	DISASTER/DONATIONS MANAGEMENT TEAM
DPS	DEPARTMENT OF PUBLIC SAFETY
DRC	DISASTER RECOVERY CENTER
DRRA	DISASTER RECOVERY REFORM ACT OF 2018
EAS	EMERGENCY ALERT SYSTEM
ECC	EMERGENCY COMMUNICATIONS CENTER
EMI	EMERGENCY MANAGEMENT INSTITUTE
EMP	ELECTROMAGNETIC PULSE
EMS	EMERGENCY MEDICAL SERVICES

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EOC	EMERGENCY OPERATIONS CENTER
EPA	ENVIRONMENTAL PROTECTION AGENCY
EPCRA	EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT
EPRS	EMERGENCY PREPAREDNESS & RESPONSE SERVICE
ERT	EMERGENCY RESPONSE TEAM
ESF	EMERGENCY SUPPORT FUNCTION
FAA	FEDERAL AVIATION ADMINISTRATION
FBI	FEDERAL BUREAU OF INVESTIGATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
GAR	GOVERNOR'S AUTHORIZED REPRESENTATIVE
GIS	GEOGRAPHICAL INFORMATION SYSTEM
IAO	INDIVIDUAL ASSISTANCE OFFICER
IC	INCIDENT COMMANDER
ICS	INCIDENT COMMAND SYSTEM
IHP	INDIVIDUAL AND HOUSEHOLDS PROGRAM
JFO	JOINT FIELD OFFICE
JIC	JOINT INFORMATION CENTER
JIS	JOINT INFORMATION SYSTEM
MDARC	MID-DEL AMATEUR RADIO CLUB
MERC	MEDICAL EMERGENCY RESPONSE CENTER
MOA	MEMORANDUM OF AGREEMENT
MOU	MEMORANDUM OF UNDERSTANDING
NAWAS	NATIONAL WARNING SYSTEM
NDMS	NATIONAL DISASTER MEDICAL SYSTEM
NDRF	NATIONAL DISASTER RECOVERY FRAMEWORK
NIMS	NATIONAL INCIDENT MANAGEMENT SYSTEM
NOAA	NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
NRF	NATIONAL RESPONSE FRAMEWORK
NTAS	NATIONAL TERRORISM ADVISORY SYSTEM
NTSP	NATIONAL TELECOMMUNICATIONS SUPPORT PLAN
NWR	NOAA WEATHER RADIO

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NWS	NATIONAL WEATHER SERVICE
ODAFF	OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY
ODEMHS	OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT & HOMELAND SECURITY
ODOT	OKLAHOMA DEPARTMENT OF TRANSPORTATION
OHP	OKLAHOMA HIGHWAY PATROL
OIFC	OKLAHOMA INFORMATION FUSION CENTER
OKMRC	OKLAHOMA MEDICAL RESERVE CORPS
OCC	OKLAHOMA CORPORATION COMMISSION
OKNG	OKLAHOMA NATIONAL GUARD
OKVOAD	OKLAHOMA VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS
OKWIN	OKLAHOMA WIRELESS INFORMATION NETWORK
OLETS	OKLAHOMA LAW ENFORCEMENT TELECOMM SYSTEM
OMD	OKLAHOMA MILITARY DEPARTMENT
OSART	OKLAHOMA STATE ANIMAL RESPONSE TEAM
OSBI	OKLAHOMA STATE BUREAU OF INVESTIGATION
OWRB	OKLAHOMA WATER RESOURCES BOARD
PIO	PUBLIC INFORMATION OFFICER
POC	POINT OF CONTACT
REACT	RADIO EMERGENCY ASSOCIATION COMMUNICATIONS TEAM
RACES	RADIO AMATEUR CIVIL EMERGENCY SERVICE
SAR	SEARCH AND RESCUE
SARA	SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT
SBA	SMALL BUSINESS ADMINISTRATION
SEOC	STATE EMERGENCY OPERATIONS CENTER
SITREP	SITUATION REPORT
SLA	STATE AND LOCAL ASSISTANCE
SME	SUBJECT MATTER EXPERT
SOP	STANDARD OPERATING PROCEDURE
STE	SECURE TELECOMMUNICATIONS EQUIPMENT
TSA	THE SALVATION ARMY
USACE	UNITED STATES ARMY CORPS OF ENGINEERS

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USAF	UNITED STATES AIR FORCE
USDA	UNITED STATES DEPARTMENT OF AGRICULTURE
USPS	UNITED STATES POSTAL SERVICE
USC	UNITED STATES CODE
USAR	URBAN SEARCH AND RESCUE
USFS	UNITED STATES FOREST SERVICE
VOAD	VOLUNTARY ORGANIZATIONS ACTIVE IN DISASTERS
WMD	WEAPONS OF MASS DESTRUCTION
ZULU	TIME ZONE CORRESPONDING TO GREENWICH, ENGLAND

APPENDIX 5: HAZARD ANALYSIS

The City of Midwest City has responded to and recovered from multiple natural disasters, and has supported statewide responses and recovery as well. With each disaster, our community becomes better prepared for the next incident. The Midwest City Emergency Management Department continually assesses the community for new hazards.

Experience has shown that natural disasters associated with severe thunderstorms (Tornadoes, Floods, Hail, Strong Winds) have the greatest damage potential and occur most frequently. Other hazards that may threaten the city are as follows:

HAZARD	FREQUENCY	DURATION	AREAL EXTENT	SPEED OF ONSET	DISPERSION	TIMING	RISK
Natural							
Tornado	High	Short	Limited	Rapid	Citywide	Random	High
High Winds	High	Short	Variable	Rapid	Citywide	Random	Moderate
Lightning	High	Short	Variable	Rapid	Citywide	Random	High
Hail	High	Short	Variable	Rapid	Citywide	Random	Moderate
Winter Weather	High	Long	Widespread	Moderate	Citywide	Seasonal	Moderate
Flood	High	Long	Limited	Rapid	Concentrated	Random	High
Extreme Heat	High	Long	Widespread	Slow	Citywide	Seasonal	High
Drought	Medium	Long	Widespread	Slow	Citywide	Random	
Wildfire	High	Variable	Variable	Rapid	Variable	Seasonal	High
Earthquake	High	Short	Variable	Rapid	Variable	Random	High
Mosquito Borne Disease	High	Long	Widespread	Rapid	Variable	Seasonal	High
Manmade							
Cyber Incident	High	Variable	Limited	Rapid	Citywide	Random	High
Workplace Violence	Very Low	Short	Limited	Rapid	Citywide	Random	Moderate
Terrorism	Very Low	Short	Limited	Rapid	Concentrated	Random	Moderate

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Human Pandemic	Very Low	Variable	Widespread	Variable	Variable	Random	Moderate
Civil Unrest	Very Low	Variable	Variable	Variable	Concentrated	Random	Low
Accidental							
Urban Fires-Non-arson	High	Variable	Limited	Rapid	Variable	Random	High
Hazardous Materials Releases	High	Variable	Limited	Rapid	Variable	Random	Moderate
Train Derailment	High	Variable	Limited	Rapid	Concentrated	Random	Moderate
Dam Failure	Low	Variable	Variable	Variable	Variable	Random/Seasonal	Moderate
Radiological Release	Very Low	Short	Limited	Rapid	Concentrated	Random	Moderate
Aircraft Crash	Low	Short	Limited	Rapid	Concentrated	Random	High

APPENDIX 6: COMMUNITY LIFELINES

The seven FEMA community lifelines, broken down into their respective components and subcomponents, are:



○ Safety and Security

- Law enforcement/Security
 - Police Stations
 - Law Enforcement
 - Site Security
 - Correctional Facilities
- Fire Service
 - Fire Stations
 - Firefighting Resources
- Search and Rescue
 - Local Search and Rescue
- Government Service
 - Emergency Operations Centers
- Essential Government Functions
 - Government Offices
 - Schools
 - Public Records
 - Historic/Cultural Resources
- Community Safety
 - Flood Control
 - Other Hazards
 - Protective Actions



○ Food, Water, Shelter

- Food
 - Commercial Food Distribution
 - Commercial Food Supply Chain
 - Food Distribution Programs (e.g. Food Banks)
- Water
 - Drinking Water Utilities (intake, treatment, storage, distribution)
 - Wastewater Systems
 - Commercial Water Supply Chain
- Shelter
 - Housing (e.g., homes, shelters)
 - Commercial Facilities (e.g., hotels)
- Agriculture
 - Animals and Agriculture

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○ Health and Medical

- Medical Care
 - Hospitals
 - Dialysis
 - Pharmacies
 - Long-Term Care Facilities
 - VA Health System
 - Veterinary Services
 - Home Care
- Public Health
 - Epidemiological Surveillance
 - Laboratory
 - Clinical Guidance
 - Assessment/Interventions/Treatments
 - Human Services
 - Behavioral Health
- Patient Movement
 - Emergency Medical Services
- Medical Supply Chain
 - Blood/Blood Products
 - Manufacturing
 - Pharmaceutical Devices
 - Medical Gases
 - Distribution
 - Critical Clinical Research
 - Sterilization
 - Raw Materials
- Fatality Management
 - Mortuary and Post-Mortuary Services



○ Energy (Power and Fuel)

- Power Grid
 - Generation Systems
 - Transmission Systems
 - Distribution Systems
- Fuel
- Refineries/Fuel Processing
- Fuel Storage
- Pipelines
- Fuel Distributions (e.g., gas stations, fuel points)
- Off-shore Oil Platforms



○ Communications

- Infrastructure
- Wireless
- Cable Systems and Wireline
- Broadcast (TV and Radio)
- Satellite
- Data Centers/Internet
- Responder Communications
 - LMR Networks
- Alerts, Warnings, and Messages

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- Local Alert/Warning Ability
- Access to IPAWS (WEA,EAS, NWR)
- Finance
 - Banking Services
 - Electronic Payment Processing
- 911 and Dispatch
 - Public Safety Answering Points
 - Dispatch
- Passenger
- Aviation
 - Commercial (e.g., cargo/passenger)
 - General
 - Military
- Maritime
 - Waterways
 - Port and Port Facilities



○ **Transportation**

- Highway/Roadway/Motor Vehicle
 - Roads
 - Bridges
- Mass Transit
 - Bus
 - Rail
 - Ferry
- Railway
 - Freight



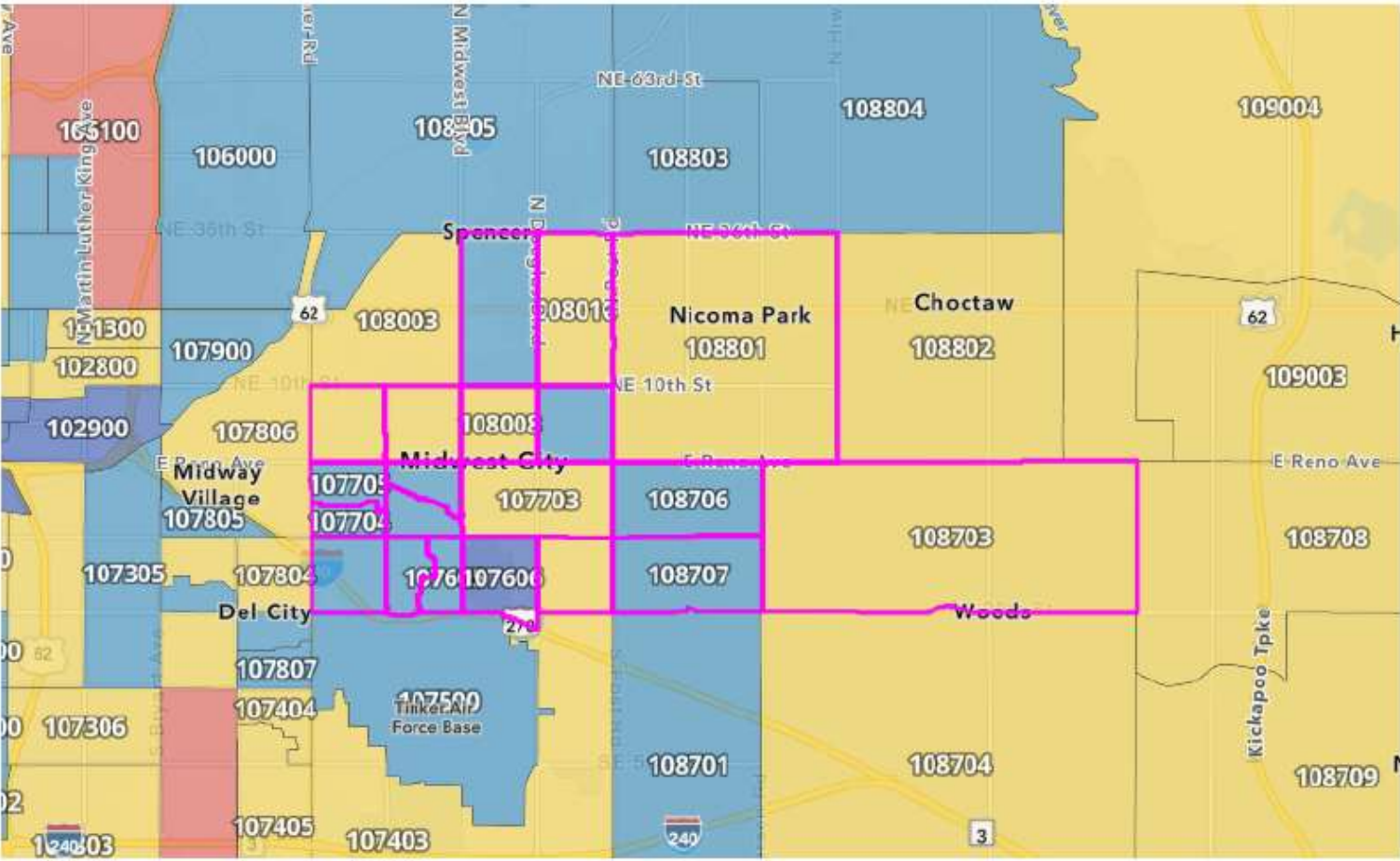
○ **Hazardous Materials**

- Facilities
 - Oil/HAZMAT Facilities (e.g. chemical, nuclear)
- Oil/HAZMAT/Toxic Incidents from Facilities
- HAMAT, Pollutants, Contaminants
- Oil/HAZMAT/Toxic Incidents from
- Non-fixed Facilities
- Radiological or Nuclear Incidents

APPENDIX 7: NATIONAL RISK INDEX GRAPHICS

- The National Risk Index is a dataset and on line tool to help illustrate a community's relative level of risk for 18 natural hazards.
- The natural hazards were selected by review of hazard mitigation plans from all 50 states.
- The Risk Index leverages available source data for natural hazard and community risk factors to develop a baseline risk assessment for each US County and Census tract.
- The images below represent the risk assessments for the census tracts present in the city of Midwest City for anticipated losses, social vulnerability, resilience, and the composite score.
- Data for Expected Annual Loss were provided by a mix of federal and state agencies, academia, and other research institutions. The types of data used vary across hazard types, as do the periods of record. For some hazard types, multiple data sources were used, while others rely on only a single dataset. Visit the natural hazard-specific pages for more details.
- The Social Vulnerability component of the National Risk Index is supported by the Social Vulnerability Index (SoVI), and Community Resilience is supported by the Baseline Resilience Indicators for Communities (BRIC). Both indices are provided by the Hazards and Vulnerability Research Institute (HVRI) at the University of South Carolina.
- Risk Index = Expected Annual Loss × Social Vulnerability ÷ Community Resilience
- Expected Annual Loss = Exposure × Annualized Frequency × Historical Loss Ratio
- Additional information is available at <https://hazards.fema.gov/nri/>
- The complete report for the Midwest City area is available at the Emergency Management office.

Risk Index

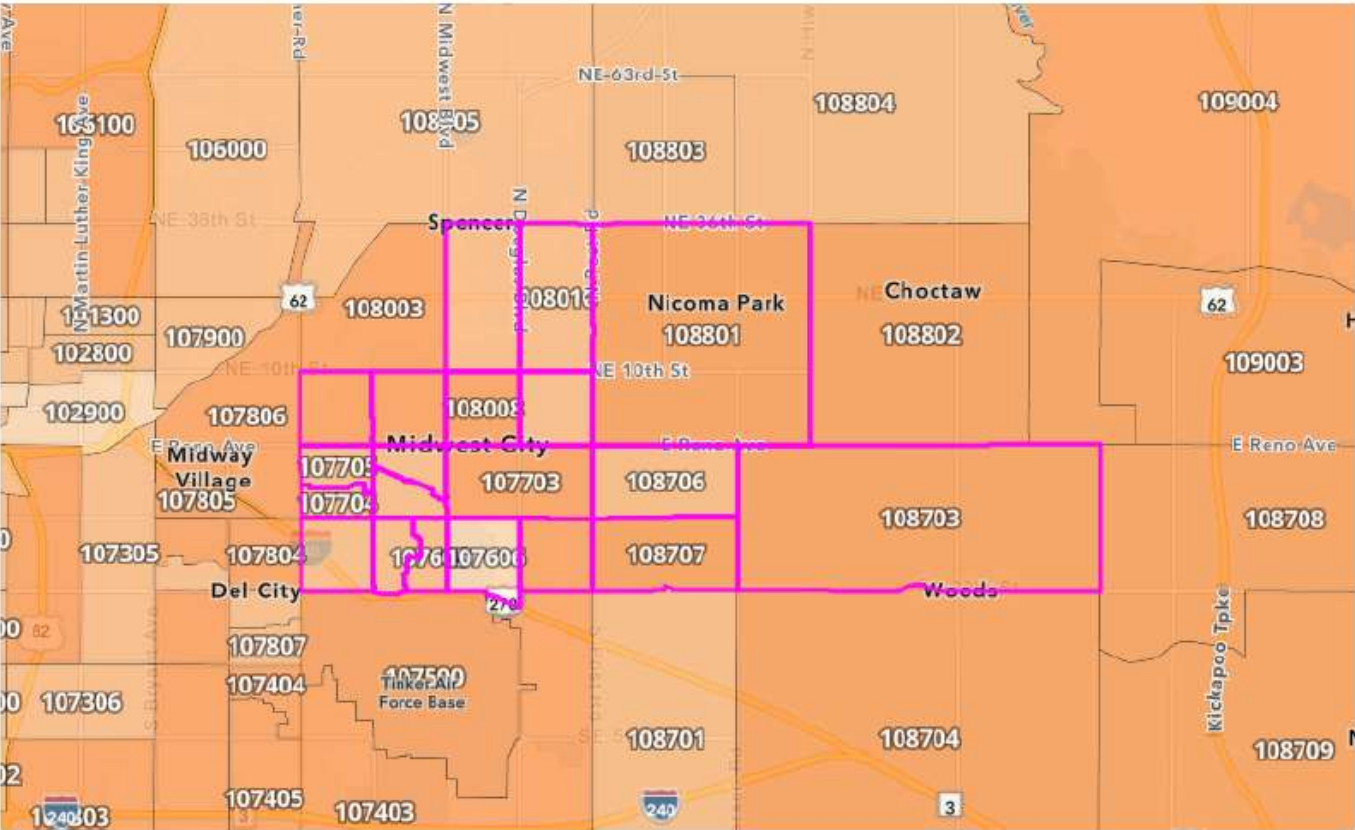


Risk Index Legend

Very High	Relatively High	Relatively Moderate	Relatively Low	Very Low
No Rating	Not Applicable	Insufficient Data		

Expected Annual Loss

Expected Annual Loss measures the expected loss each year due to natural hazards.

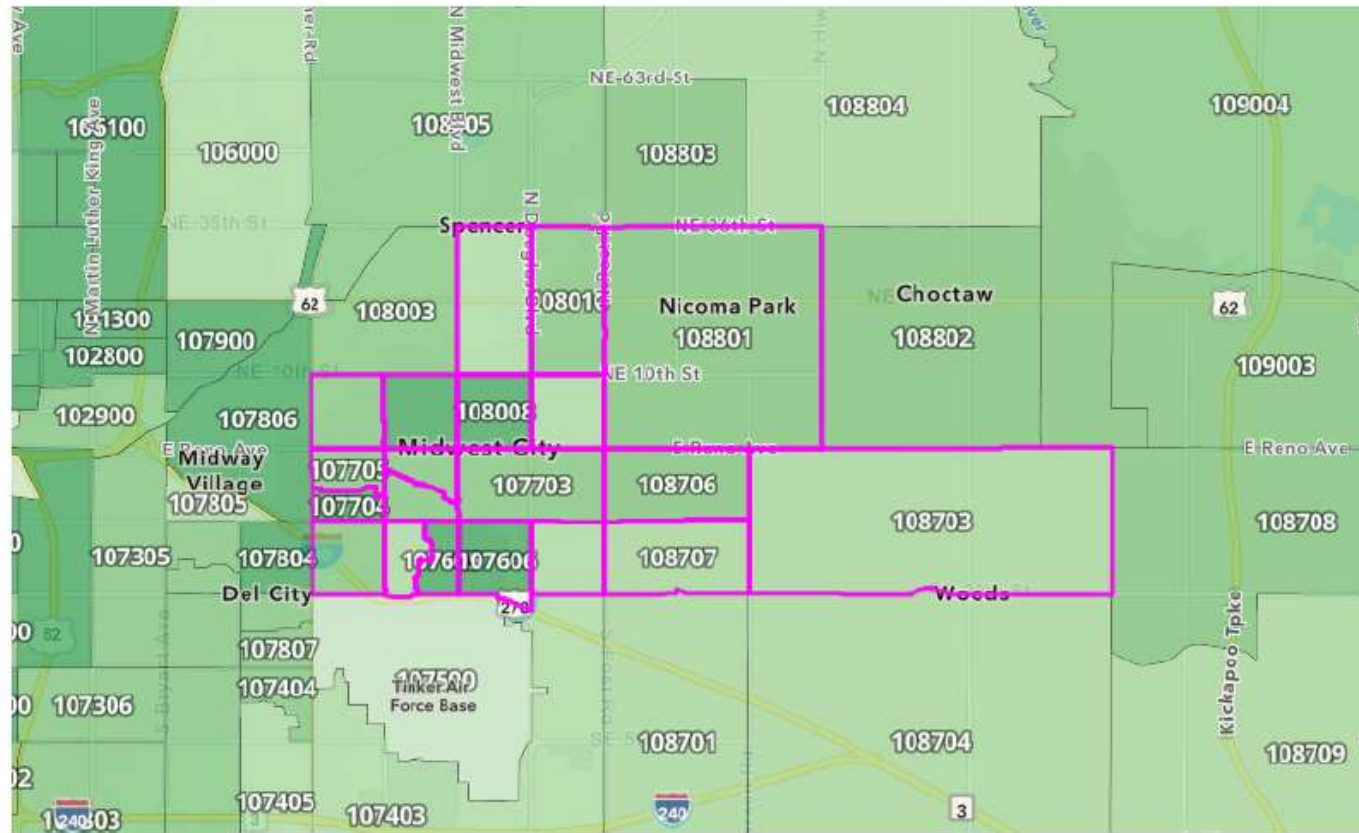


Expected Annual Loss Legend

- Very High
- Relatively High
- Relatively Moderate
- Relatively Low
- Very Low
- No Expected Annual Losses
- Not Applicable
- Insufficient Data

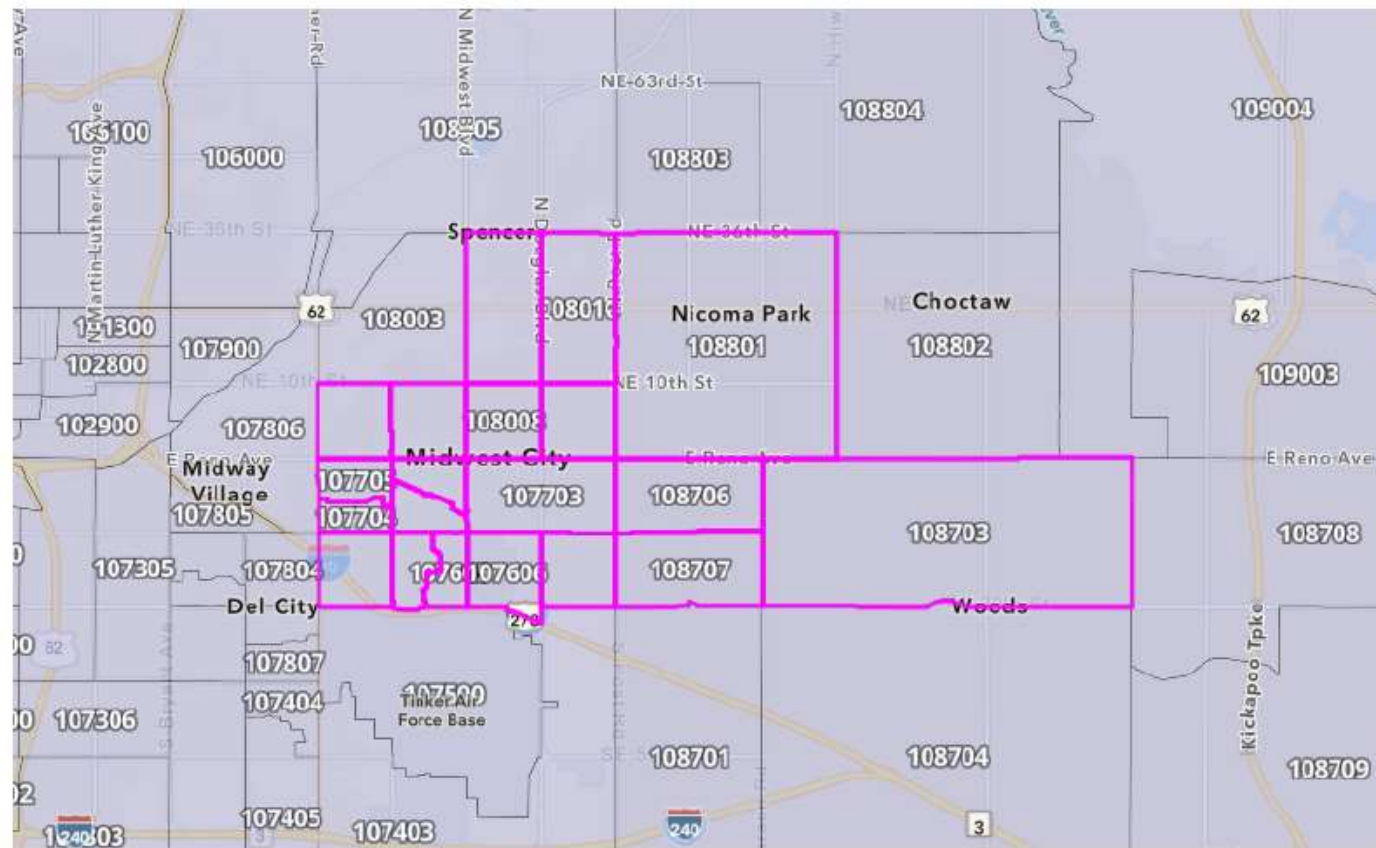
Social Vulnerability

Social Vulnerability measures the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood.



Community Resilience

Community Resilience measures a community's ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions.



Community Resilience Legend

- Very High
- Relatively High
- Relatively Moderate
- Relatively Low
- Very Low
- Data Unavailable

EMERGENCY SUPPORT FUNCTION (ESF) ANNEXES



ESF #1 TRANSPORTATION



FEMA LIFELINES:	TRANSPORTATION; FOOD, WATER, SHELTER
LEAD AGENCY/DEPARTMENT:	MWC Public Works
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Information
SUPPORTING PARTNERS:	Civil Air Patrol Mid-Del Schools Oklahoma National Guard Oklahoma Water Resources Board
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	U.S. Department of Homeland Security

PURPOSE

The purpose of this annex is to establish procedures for using local transportation resources and for response to and recovery from an emergency or disaster, to include the transportation of evacuees and equipment.

When activated and as needed, ESF 1/Transportation will:

- Assess transportation system damage and determine the required resources to restore such systems if needed
- Ensure major and alternate routes are open and can be used by all City departments
- Coordinate evacuation transportation as an initial priority during disaster operations
- Prioritize and allocate all available and activated local transportation resources
- Facilitate movement of the public in coordination with other transportation providers
- As required, facilitate movement of personnel to specific areas of need
- Facilitate damage assessments to establish priorities and determine needs
- Provide coordinated traffic control assistance as needed

- Communicate with surrounding jurisdictions and private organizations to ensure that potential transportation-related resources are available during disaster operations.

SITUATION AND ASSUMPTIONS

1. SITUATION

- A significant incident may cause extensive travel challenges and potential damage within Midwest City and/or surrounding jurisdictions, requiring activation of local transportation needs in support of coordinated response activities;
- Movement of resources into, and evacuees out of an impacted area will be predicated on, and require identification of, all surviving and available methods and routes of transportation;
- Damaged roadways, vehicles, facilities, equipment, and damaged or disrupted communications could significantly hamper emergency transportation support and coordination;
- In a large scale incident, emergency transport requirements will likely exceed local capabilities, and outside assistance may be required to support local emergency operations, restoration, or a large-scale evacuation;
- Prioritization of transportation and evacuation participants will be required;
- The general public will receive official emergency public information and warning related to evacuation;
- Roads and highways in Midwest City and surrounding areas will become congested during large-scale evacuation, limiting the movement of traffic and access for emergency vehicles and other essential resources;

2. ASSUMPTIONS

- The majority of the public will act on its own and promptly self-evacuate areas when advised to do so, or before;
- Some people may refuse to evacuate, regardless of warnings;
- Most evacuees will seek shelter with relatives or friends rather than in a public shelter;
- The principal mode of transportation for evacuees will be private vehicles;
- Some people will lack transportation;
- Some residents who are ill or have Access and Functional Needs may require specialized transportation vehicles;
- When required, institutional residents will either be evacuated by the organization responsible for their care, e.g. nursing homes, assisted living centers, schools, daycare centers, etc., or the institution will make prior arrangements to have the resident evacuated;
- The Midwest City Police Department will provide the majority of traffic control on major evacuation routes within Midwest City, but may be assisted by other departments and agencies.

CONCEPT OF OPERATIONS

- In conjunction with County and State resources, Midwest City Public Works is responsible for transportation infrastructure including coordinating resources needed to restore and maintain transportation routes necessary to protect lives and property during an emergency or disaster.
- City departments with primary or secondary emergency functions connected with transportation will assign appropriate personnel to carry out these functions;
- City departments will each organize themselves to conduct emergency operations effectively.

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies. ESF-1 encompasses a full range of activities from training to providing field services. It also coordinates and may assume direct operational control of the following:

- Transportation for Midwest City residents and/or other populations;
- Transportation of equipment and/or supplies;
- Catastrophic incident /infrastructure support.

The Public Works Department has primary responsibility for providing/assigning emergency transportation to organizations requesting resources through the EOC.

Mid-Del Schools shall assist Public Works when requested through the EOC, to provide necessary support (e.g., school buses and drivers) required to transport or evacuate survivors of a disaster to centers for emergency shelter and feeding.

1. MITIGATION AND PREPAREDNESS

- Provide a representative to act as the Evacuation Coordinator for ESF 1 in the EOC;
- Review and update emergency procedures;
- Identify potential hazards and their impacts as indicated in the Hazard-Risk Analysis and seek applicable resources;
- Provide personnel with appropriate training and expertise to participate in activities designed to reduce or minimize the impact of future disasters;
- Develop policies and procedures for requesting assistance from the Oklahoma Department of Transportation;
- Develop procedures for providing confirmed information on the status of major transportation routes throughout the region following a disaster;
- Be prepared to implement the requirements of the Response/Recovery sections.
- Prepare and maintain current list of personnel, equipment and their locations needed to carry out their respective responsibilities;
- Develop a method to identify routes that can be used by resources moving into affected areas;

- Develop contingency plans for the personnel of their departments to ensure their safety and continuity of the functions of the department;
- Plan for personnel of the departments to report their locations and availability for duty;
- Plan for the resumption of the department's functions with a minimum of disruption, including relocation of the department if required;
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations;
- Participate in emergency exercises.

2. RESPONSE AND RECOVERY

- Report to the EOC when activated. Attend briefings and coordinate activities with other departments;
- Provide emergency transportation service, as required, in, to, or from disaster-affected areas by utilizing the department vehicles for movement of survivors, survivors, essential food, medical supplies, and other supplies and equipment;
- Provide information on respective situations and any problems when assistance is needed to carry out their responsibility;
- Coordinate with Federal Department of Transportation and other agencies in support of Emergency Support Functions #1 and #3 of the National and Regional Response Plans;
- Respond to requests from other ESFs during emergency operations.
- Continue to provide transportation assistance as required;
- Participate in compiling after-action reports and critiques;
- Revise emergency plans using lessons learned;
- Assist in acquisition of federal recovery and mitigation dollars.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

ESF 1- Coordinator, ESF 3-Public Works, and ESF 13-City Police Department will coordinate all traffic movement and around the affected areas in a disaster.

1. ORGANIZATION

ESF-1 is part of the Operations Section.

ESF 1 Coordinator will monitor status of major evacuation routes, and provide information to other ESFs as necessary.

2. ASSIGNMENT OF RESPONSIBILITIES

ESF COORDINATOR RESPONSIBILITIES

- In the event of evacuation, the ESF 1 Coordinator and the ESF 13 (Public Safety and Security-MWC Police Department) Coordinator will coordinate all traffic movement in and around the affected areas;
- The ESF-1 Coordinator has primary responsibility for providing/assigning emergency transportation to requesting organizations and coordinating transportation with the City School District, Military Department, and Civil Air Patrol. Note: The Civil Air Patrol does not provide vehicles or aircraft for evacuation.

3. SUPPORTING PARTNER RESPONSIBILITIES

Support Agencies will assist the Emergency Support Function by:

- Assisting with the above-outlined tasks as requested by the ESF Coordinator;
- Providing services, staff, equipment, and supplies that complement the entire response effort;
- Tracking and reporting current resource capabilities on a regular basis;
- Providing and coordinating transportation assets when requested and as available;
- Helping coordinate the provision of supplies, parts, and/or repair for utilized resources;
- Helping coordinate fuel delivery to emergency response vehicles.

MIDWEST CITY POLICE DEPARTMENT:

- Help ensure available transportation routes are kept open and that traffic moves in a safe and orderly manner;
- Provide escort services for vehicles assigned special functions or transporting critical incident-related resources.

MID-DEL SCHOOLS

The School District shall assist the ESF-1 Coordinator, when requested, by coordinating necessary support such as buses and drivers required to transport or evacuate survivors of a disaster to centers for emergency shelter and feeding.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

Shall assist the Evacuation Coordinator, when requested, by providing any necessary transportation equipment to perform the functions of evacuation, hauling of equipment and supplies in, to, or from the disaster area.

MIDWEST CITY POLICE DEPARTMENT AND LAW ENFORCEMENT PARTNERS

Midwest City Police Department will provide law enforcement and traffic control resources as required. Additional law enforcement agencies will assist as needed.

CIVIL AIR PATROL (CAP)

Will provide necessary transportation equipment and personnel to perform the functions of dignitary airlift or ground transport, hauling of time sensitive parts, equipment, and supplies in, to or from disaster areas. The CAP shall assist the Search and Rescue (SAR) Director in planning, organizing, directing, manning, equipping, managing, and controlling SAR operations through the Oklahoma SAR Plan when activated by the Governor, and provide support to the transportation effort as required.

OKLAHOMA WATER RESOURCES BOARD

Will provide support to the transportation effort as required, including watercraft equipped with GPS equipment.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

Will provide support as requested and manage the State Emergency Operations Center.

DIRECTION AND CONTROL

- Direction and control for any disaster operation will be centralized. The designated operating official is to work in the MWC Emergency Operations Center, and act as coordinator for use of his/her department's assets and interface with assets of other departments;
- City Department and Agency leaders shall be responsible for directing primary activities of their organizations in connection with emergency transportation;
- The ESF 1 Coordinator shall be responsible for directing primary activities in connection with emergency transportation;
- The Oklahoma National Guard shall be responsible for directing the secondary activities of emergency transportation by the Military Department;
- The SAR Director shall be responsible for accessing, utilizing, and directing the general aviation resources within the state when needed for emergency transportation through the SAR plan.

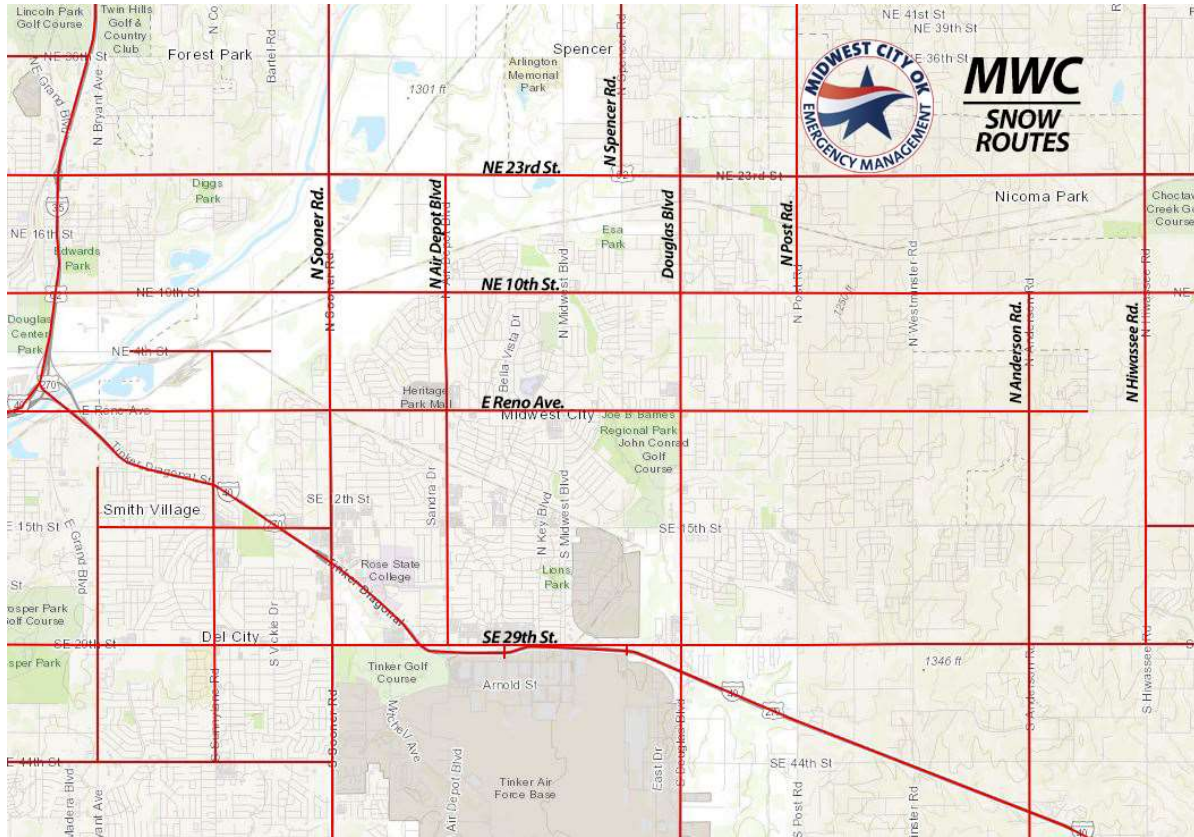
CONTINUITY OF GOVERNMENT

Each department with a primary or secondary transportation responsibility will assign at least three (3) lines of succession for every staff position.

ADMINISTRATION

The Public Works Director and School District Liaison will review and update this annex annually, with any needed assistance from the Emergency Management Director.

MIDWEST CITY SNOW ROUTES



ESF #2 COMMUNICATION



FEMA LIFELINES:	COMMUNICATIONS
LEAD AGENCY/DEPARTMENT:	MWC Information Technology
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Public Works MWC Public Information
SUPPORTING PARTNERS:	Mid-Del Amateur Radio Club
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Homeland Security

PURPOSE

The purpose of this annex is to ensure radio, telecommunications, and data systems are ready to support City emergency responders during emergency operations. This may include the use of County and/or State communication systems in the event that City capabilities are disrupted.

When activated and as needed, ESF 2/Communication will:

- Identify and organize resources available to Midwest City to address and support communications-related needs in the event of a disaster or other emergency;
- Identify the responsibilities of organizations charged with providing communications and communication-related support in the event of a large-scale disaster or emergency;
- Assure communication support to the Midwest City and private-sector response before, during, and after an incident;
- Provide personnel and resources to support prevention, preparedness, protection, response, recovery, and mitigation in support of the primary emergency management objectives regarding communication in disaster situations.

Communications is defined as the technology-based systems such as public safety radio and data systems, amateur radio resources, technological and connectivity-related infrastructure, and other communications systems found in various city departments and private sector companies.

Specific ESF-2 objectives include:

- Ensuring that communications systems are prepared to provide the mission essential communications services required during normal operations;
- Ensuring that communications systems are prepared to respond to large-scale events, incidents, and emergencies, etc., supporting response, recovery, and mitigation efforts;
- Establishing and maintaining communications between, and among the key facilities and entities that are integral to efficient operations;
- Support basic public safety dispatching and communications missions;
- Assist with warning or alerting the community of a threatened or actual emergency;
- Coordinate with ESF-15/Public Information to continuously communicate with the community through a variety of media to inform of protective actions.

SITUATIONS AND ASSUMPTIONS

1. SITUATION

- Communications play a critical role in emergency operations, notification, and warning;
- Public safety communications are in many cases dependent on public infrastructure, or a combination of governmentally owned and public infrastructure, to provide and maintain system connectivity;
- All hazards may from time to time disrupt normal communications within and among local, state, and federal agencies and jurisdictions;
- The availability of emergency and backup communications is essential to all phases of emergency management;
- To avoid duplication of effort and to ensure proper utilization of state resources, a centralized communications center is necessary for message handling and coordination functions.

2. ASSUMPTIONS

- All communications systems in the City are operational except within the disaster area where only limited or no communications exist;
- All communications links among the City, County, and State Emergency Operations Center are operational;
- Communications to and within the disaster area require re-establishment or augmentation to provide communications for the State and Federal disaster relief operations. Temporary communication systems and mobile command units are available to augment the lack of communications within the disaster area;
- There will be situations when there will be no time or mechanism for warning the City's population or portions thereof;
- Local television and radio stations may be off the air due to power loss or other limiting circumstances.

CONCEPT OF OPERATIONS

Multiple communications systems are at use in our City. These range from switched telephone networks, cable, fiber optic, and microwave networks used by the public and government, to a dedicated radio network developed for use by our emergency response departments.

The Midwest City 911 Center is accessible to Authorized personnel only, and is typically the first point of contact for the public during emergencies or significant events.

Emergency communications is defined as the ability of emergency responders to exchange information via voice, data, and video. Emergency response at all levels of government must have interoperable and seamless communications to effectively manage emergencies, establish command and control, maintain situational awareness, and function under a common operating picture for events or incidents. These systems must provide uninterrupted 24 x 7 365 communications capability.

An Emergency Operations Center uses a combination of networks to receive and disseminate critical information contributing to a common operating picture, including:

- Indications, observations, and warnings;
- Incident notifications;
- Public communications;
- Public safety radio use and monitoring

At incident sites, the Incident Commander has primary responsibility for incident communication relative to that incident or event. Under ICS, this task may be delegated to a Communication Unit Leader (COML).

Amateur radio operators may provide emergency backup radio communications between the EOC and critical facilities, various regional jurisdictions and or EOCs, and the State EOC should normal communications be disrupted.

It is important to use common terminology during emergency communications so all agencies and jurisdictions are better able to understand each other. In accordance with the NIMS, 10 and signal codes are not used at this time.

In the event of an evacuation, ESF 2 (Communication and ESF 15 (Public Information) will coordinate to distribute information to the public via radio, television, public address, social media, and door-to-door contact if necessary.

City departments with primary or secondary emergency functions connected with transportation will assign appropriate personnel to carry out these functions.

City departments will each organize themselves to conduct emergency operations effectively.

3. WARNING

- Midwest City has a network of 10-10 cell Whelen omni-directional outdoor warning devices used to warn residents of threatening tornadic conditions;
- Emergency Alert System (EAS) and/or Wireless Emergency Alert (WEA) messages may be issued through the National Weather Service or through State Emergency Management: An EAS terminal is located within the State Emergency Operations Communications Center (SEOCC);

- NOAA Weather Radio (NWR);
- The National Warning System (NAWAS): The state portion of the NAWAS consists of the Emergency Operations Communications Center, twelve State Police District headquarters, two National Weather Service offices and 15 primary warning points (nodes) connected with leased, non-switched terrestrial voice circuits; The primary warning points using the most expedient method possible disseminate warnings to the non-NAWAS counties; National and State NAWAS phone systems are located in the State Emergency Operations Communications Center (SEOCC);
- The Midwest City Communications Center utilizes the Allworx commercial telephone system for daily use; WebEOC is used to log incidents and display current status of events and incidents;
- The Oklahoma Amateur Radio System: (which includes RACES (Radio Amateur Civil Emergency Services), MARS (Military Auxiliary Radio System) and ARES (Amateur Radio Emergency Services)
- The 911 Center may be overwhelmed by incoming calls for service during a largescale incident; Re-routing plans are in place for call roll-over to backup facilities.

ACTIONS

Actions initiated by ESF-2 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies in the area and the intended service recipients. ESF-2 encompasses a full range of activities from training to field services, including, but not limited to:

- Assessment of potential event impacts and communication needs;
- Coordinating communications support assets;
- Developing and maintain primary and alternate communications systems for contact with local jurisdictions, state agencies, non-governmental organizations, and private sector partners;
- The Director of Emergency Management or designee authorizes the use of the Emergency Alert System.

1. MITIGATION/PREPAREDNESS

- Weekly testing of outdoor warning devices;
- Regular maintenance of outdoor warning devices;
- Identifying mission-essential functions including 911 call processing, emergency dispatch services, and maintaining a 24-hour warning point;
- Assist in identifying and equipping alternate facilities, resources, and systems that will serve as a backup for communications and dispatching services should the primary location become inoperable or unsafe;
- Participation in weekly state communication drills and monthly COEMA drills;
- Developing, presenting, or hosting training classes for ESF-2 personnel, including training in the Incident Command System and procedures for pre-staging communications assets for rapid deployment;

2. RESPONSE

- ESF-2 shall send a coordinator to the EOC at the request of the Emergency Management Director to perform the following duties:

- Attend briefings and coordinate activities with other City, County, and State departments;
- Assist with Incident Action Plan development;
- Maintain logs of activities and messages;
- Initiate internal notification and recall actions;
- Other duties as requested.
- Restoration of radio systems will be coordinated through ESF-2. Restoration of phone service will be done by telecommunication providers, in the following priorities:
 - Emergency numbers to City police, fire, and EMS;
 - City EOC to County and State EOCs and other field sites;
 - Numbers for city departments, community partners, and essential facilities;
 - All other numbers.
- Resource coordination into the affected areas from designated staging areas and coordination with other jurisdictions' ESFs or like functions to obtain resources and facilitate and effective response among all participating agencies.

At disaster sites, the Incident Commander shall have primary responsibility for site selection and parking control. Communication vans/vehicles should be parked in closed proximity to each other to enhance cooperation and coordination in exchanging information and resolving disaster assistance problems.

3. RECOVERY

- Assist with assessing damage to Communications systems and PSAP;
- Continue to provide communications-related support until response activities are concluded or until they can be managed and staffed utilizing normally available resources;
- Participate in all aspects of after-action reviews, reports, and subsequent quality improvement activities;
- Coordinate communications support to all governmental, support, and volunteer agencies as required.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

ESF-2 is part of the Logistics Section.

2. ASSIGNMENT OF RESPONSIBILITIES

LEAD AGENCY RESPONSIBILITIES

Duties include, but are not limited to:

- Monitoring communications capabilities and resources, providing and maintain communications and communications-related support during and event, emergency, or disaster;

- Providing updates on the potential impacts of communications resource damage, compromise, or interruption, resource shortfalls, and potential impacts on the ESF-2 mission;
- Coordinating the distribution of ESF-2 resources;
- Evaluating the event, making strategic decisions, identifying resource needs, and working with the EOC to secure resources required for field operations;
- Maintaining an inventory of personnel, equipment, and vendors for service restoration if needed
- Demobilizing resources and deactivation of the ESF-2 function upon direction from the EOC Director

INFORMATION TECHNOLOGY

- Maintain data networks and related services for the City

SUPPORT AGENCY RESPONSIBILITIES

Support Agencies will assist the Emergency Support Function by:

- Performing or assisting with the above outlines tasks as requested by the ESF-2 Coordinator;
- Providing resources that will complement the emergency response/recovery effort;
- Reporting current resource capabilities, difficulties, etc. as requested.

DIRECTION AND CONTROL

- Direction and control for any disaster operation will be centralized. The designated operating official is to work in the MWC Emergency Operations Center, and act as coordinator for use of his/her department's assets and interface with assets of other departments;
- City Department and Agency leaders shall be responsible for directing primary activities of their organizations in connection with emergency transportation;
- The ESF-2 Coordinator shall be responsible for directing primary activities in connection with emergency communication.

CONTINUITY OF GOVERNMENT

Each department with a primary or secondary communication responsibility will assign at least three (3) lines of succession for any assigned staff.

ADMINISTRATION

The Communications Unit Leader will review and update this plan annually, with any needed assistance from the Emergency Management Director.

ESF #3 PUBLIC WORKS & ENGINEERING



FEMA LIFELINES:	COMMUNICATIONS; FOOD, WATER, SHELTER; ENERGY
COORDINATING AGENCY:	MWC Public Works
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Community Development MWC Emergency Management MWC WRRF
SUPPORTING PARTNERS:	Public Utilities
COUNTY COORDINATING AGENCY:	Oklahoma County Highway District Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma Department of Transportation Oklahoma State Department of Health
FEDERAL COORDINATING AGENCY:	U.S. Army Corps of Engineers

PURPOSE

The purpose of this annex is to establish procedures for utilizing City resources for response to and recovery from an emergency, to include debris removal and disposal, engineering, construction and utilities restoration. ESF-3 functions also include maintaining fresh water, waste water and solid waste facilities, emergency power supply, debris removal, and other missions relating to life saving or life protection humanitarian support.

ESF-3 support includes technical evaluation, engineering services, construction management and inspection, emergency contracting and property management assistance.

Activities within ESF-3 include, but are not limited to:

PUBLIC WORKS

- Emergency stabilization of damaged structures and facilities;
- Technical inspections of damaged structures;
- Developing guidelines for structural integrity;
- Determining condition of major City routes;
- Coordinating highway reopening;
- Provide for debris removal from unsafe structures, major roadways, and other areas.

WATER RESOURCES

- Restoration of potable water supply and sanitary wastewater capability;
- Coordinate the distribution of ice and drinking water to areas with extended outages.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Disasters of any magnitude may cause property damage; reduce or eliminate the City's ability to supply potable water; render road unusable, and create debris that could impede recovery efforts;
- Extended outages at the water and/or wastewater facilities could result in development and spread of disease;
- Debris removal is vitally important; failure to open roadways or bridges may result in emergency response to survivors. Ongoing delays in debris removal may inhibit community recovery.

2. ASSUMPTIONS

- Disasters often render roads unusable. Downed trees or power lines can prevent emergency medical and fire services from entering affected areas;
- The County Highway District and State DOT will mirror the City's efforts to clear roads and move debris on jurisdictional highways and bridges after an incident;
- The Oklahoma National Guard will assist with monitoring water quality and distributing water and ice where needed.

CONCEPT OF OPERATIONS

Following a significant incident or disaster, Midwest City Public Works and its partners will:

- Determine if City buildings are safe or need to be closed or otherwise secured, and coordinate with appropriate personnel to take necessary actions;
- Coordinate with other ESFs if there is damage to utilities or other infrastructure ;
- Clear debris according to the prioritized public safety routes;
- Coordinate with local, State, and Federal damage assessment teams.

City departments with primary or secondary emergency functions connected with transportation will assign appropriate personnel to carry out these functions;

City departments will each organize themselves to conduct emergency operations effectively.

ACTIONS

Actions initiated by ESF-3 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies in the area and the intended service recipients. ESF-3 encompasses a full range of activities from training to field services, including, but not limited to:

- Alerting appropriate personnel to report to the EOC or other specifically identified location when activated;
- Reviewing building and construction plans according to local guidelines and requirements;

- Collecting detailed records of incident/disaster-related expenses for the duration of the event;
- Providing initial damage assessment and debris volume estimations in affected areas;
- Assisting in coordinating response and recovery support activities;
- Identifying private contractors and procurement procedures when necessary;
- Prioritizing debris removal activities;
- Posting appropriate signage to help secure unsafe public structures;
- Ensuring all repairs comply with any current building codes, land-use regulations, and any other City requirements.

1. MITIGATION AND PREPAREDNESS

- Review and update emergency procedures;
- Maintain utilities and public works maps as appropriate;
- Complete mitigation projects from previous disasters with federal mitigation dollars;
- Maintain logs on public and private landfills including lists of landfills that will permit debris based on the following waste types:
 - Municipal solid waste;
 - Tires;
 - Construction and demolition;
 - Non-hazardous/inert materials;
 - Asbestos containing materials;
 - Materials containing flammable or hazardous chemicals.
- Train personnel in emergency procedures;
- Develop and execute emergency services contracts with local and national contracts to assist in repairs;
- Organize and train damage survey teams.(OSHA 5610 Disaster Site Worker Train-the-Trainer);
- Ensure barrier, roadblock materials, light sets, mobile signs and other necessary equipment are available;
- Keep debris removal equipment in good repair;
- Participate in emergency preparedness exercises;
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

2. RESPONSE

- Send Public Works and Water Resources Coordinator to EOC as requested by Emergency Management Director, or indicated by activation level. Coordinator(s) will attend briefings and coordinate ESF activities;
- Survey disaster areas and evaluate in terms of engineering estimates;
- Repair EOC facilities and equipment as necessary ;
- Assess damage in conjunction with ESF 5;
- Clear roads, construct temporary bridges and/or channel crossing and provide technical assistance for restoring water supply systems and sewage systems;
- Barricade damaged areas as directed;
- Develop time estimates for repair of water and wastewater systems;
- Determine ability to adequately respond and/or the need to request federal assistance.

3. RECOVERY

- Repair roads and coordinate repair of utilities as necessary;
- Coordinate private and volunteer repairs to utilities;
- Assist in providing potable water and sanitary facilities, as needed;
- Participate in compiling after-action reports and critiques;
- Make necessary changes and improvements to emergency operations plans;
- Engage in mitigation projects with federal dollars from previous disasters.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

- The Public Works Department will identify an ESF-3 Coordinator as described in the Basic Plan, including at least 3 trained individuals who can fill this role if needed.
- City departments and partner agencies with primary or secondary emergency functions connected with public works will assign appropriate personnel to carry out these functions, and identify these personnel to ESF-5.
- County and State agencies with primary emergency functions connected with public works will assign appropriate personnel to assist the City in carrying out the ESF 3 functions.

2. ORGANIZATION

ESF-3 is part of the Operations Section.

3. ASSIGNMENT OF RESPONSIBILITIES

PUBLIC WORKS

Public Works has the primary responsibility to remove debris and wreckage caused by a disaster when debris clearance is immediately essential to eliminate threats to public health, safety, and property. Debris or wreckage shall be moved to temporary storage areas, or moved directly to disposal sites classified by waste type, as approved by the Department of Environmental Quality (DEQ). The DEQ shall determine appropriate disposal methods.

Public Works has the primary responsibility to make emergency repairs or replacements to damaged City roads and bridges to provide for their continued operation that is necessary for the immediate protection, welfare, and preservation of life and property.

Public Works will have primary responsibility for the emergency water and sanitation mission to:

- Provide technical assistance to areas that have suffered damage to their water supply and sewage systems for emergency repair of their facilities;
- Inspect and take samples of water in disaster areas to determine if it is safe for human consumption;
- Providing a potable water supply for those disaster communities whose water supply has been interrupted or contaminated;

- Assist local authorities in applying emergency sanitation measures for those disaster communities that have suffered damage to their sanitation systems or which are inoperative;
- Provide, upon request, an agency engineer to perform required initial (windshield) surveys for assessment of damage to water and sanitation systems in the affected area.

EMERGENCY MANAGEMENT

The Emergency Management Department has primary responsibility to provide Public Works with a damage assessment capability by performing required initial (windshield) surveys, follow on assessment surveys or air video reconnaissance surveys through airborne video transmitting or on-the-ground assessment with video equipment.

Emergency Management shall inform the State Department of Health and Oklahoma Department of Agriculture, Food and Forestry of the exact locations of areas where there are extensive dead livestock and/or other agricultural debris problems.

CIVIL AIR PATROL

The Civil Air Patrol may provide damage assessment capability upon request by performing require initial (windshield) surveys, follow on surveys, or air video reconnaissance survey through airborne video transmitting or on the ground assessment with video equipment.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

The ODOT shall work with Oklahoma Water Resources Board (OWRB) to ensure the integrity of ground water by locating wellheads utilizing GPS/GIS technology. In the event additional help is needed, assistance may be obtained from the Department of Agriculture, Food and Forestry, the Department of Health, Oklahoma Military Department, the Oklahoma Chapter of Voluntary Organizations Active in Disasters (VOAD), and local government.

OKLAHOMA MILITARY DEPARTMENT

The Oklahoma Military Department shall assist the State, County, and City with its equipment and personnel, when requested, to remove debris and wreckage in disaster areas that are essential to the health, safety, and welfare of the public.

The Oklahoma Military Department has a secondary mission to utilize its forces to assist the city, county, and state, when requested, to make emergency repairs to roads, bridges, public buildings, or other public facilities in the disaster areas, which are essential to the health, safety, and welfare of the public. Requests for assistance should be made through ODOT.

ARMY CORPS OF ENGINEERS

The U.S. Army Corps of Engineers stands ready to assist the city, county, and state by participation in exercises and disaster scenarios and can provide the following types of assistance to the City in the event of an emergency that may not ultimately result in a Federal Disaster Declaration:

- Damage Survey teams or support to City teams
- Flood fighting assistance and materials, e.g. sandbags and pumps

- Levee and Flood Control Works technical assistance
- Levee and Flood Control Works rehabilitation, if active under the Corps of Engineers Public Law 84-99 levee program, if damaged by flood events
- Engineering support and other expertise, including but not limited to Civil, Structural, and Geotechnical Engineering; Hazardous, Toxic, and Radiological Materials; Real Estate assistance; Floodplain Management, and various other Federal Regulatory Program Assistance.

In the event the City receives a Federal Disaster Declaration resulting in the activation of the ESF-3, the U.S. Army Corps of Engineer, through the Tulsa District, can provide the following assistance. These efforts are coordinated with FEMA and pre-scripted Mission Assignments exist for many of the following, expediting their activation:

- Provide Damage Survey Teams or assistance to City teams;
- Assist with and Provide Urban Search and Rescue teams provision of bottled drinking water for basic human needs;
- Provision of bagged ice;
- Provision of emergency generator(s) to provide electrical power to critical facilities such as hospitals and clinics, law enforcement facilities, water and sewage treatment plants and facilities including lift/pump stations, etc.;
- Debris removal and reduction;
- Temporary roofing and material supplies and installation;
- Construction or installation of temporary housing units either on individual properties or in a community setting with all utility support;
- Actively participate with Hazard Mitigation Team efforts.

DIRECTION AND CONTROL

- Direction and control for any disaster operation will be centralized. The designated Public Works official (ESF 3 Coordinator), is to be in the Emergency Operations Center and act as coordinator for use of his/her department's assets and interface of assets of other departments.
- The Public Works Director shall be responsible for directing primary activities of Public Works and coordinating the activities of supporting agencies in connection with debris removal and disposal and engineering and construction and secondary activities in connection with utilities restoration.
- The department heads of the supporting departments shall direct all secondary activities in connection with debris removal and disposal.

CONTINUITY OF GOVERNMENT

- Lines of succession to each department head are according to the SOPs established by each department with a primary or secondary public works mission.
- Continuity of Operations for each department is according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary public works mission.

ADMINISTRATION

The Public Works Director will review and update this annex annually, with any needed assistance from the Emergency Management Director.

ESF #4 FIREFIGHTING



FEMA LIFELINES:	Safety and Security; Food, Water, Shelter
COORDINATING DEPARTMENT:	Midwest City Fire Department
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Public Works
SUPPORTING PARTNERS:	Oklahoma City County Health Department Oklahoma State Department of Health Saints EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Department of Emergency Management Oklahoma County Wildland Taskforce
STATE COORDINATING AGENCY:	Oklahoma Department of Agriculture, Food and Forestry
FEDERAL COORDINATING AGENCY:	US Department of Agriculture

PURPOSE

- The purpose of this annex is to establish an effective system for the coordinated response to fire suppression during emergency or disaster situations.
- The Midwest City Fire department is the coordinating agency with the state and federal governments for assistance provided with the National Response Framework's (NRF) Emergency Support Function (ESF) #4, Firefighting, in such areas as detecting and suppressing wildfires, rural and urban fires resulting from, or occurring coincidentally with, a catastrophic earthquake, significant natural disaster or other event requiring Federal response assistance.
- Oklahoma County does not have firefighting capabilities and would provide assistance as a support agency only.
- The State Department of Agriculture will be the State's coordinating agency for federal government assistance available from the National Response Plan's (NRP) Emergency Support Function (ESF) 4, Firefighting.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Most fire suppression operations are handled effectively by the City's Fire Department. Most problems they will face during major emergencies will simply require an expansion of normal operations;
- Both natural and technological emergencies may result in the need for large-scale fire suppression. When extreme burning conditions occur, it is likely that wildfire incidents will be widespread and all fire protection forces may be committed very quickly, and for extended periods. Response to a wildfire emergency must be rapid to be effective;
- Catastrophic events such as tornados, hazardous materials incidents, lightning, etc. may cause major fires. Commitment of City Fire resources to two or more major operations may overextend the City Fire Department.

2. ASSUMPTIONS

- Fires will continue to occur throughout the City;
- During major or widespread emergencies, suppression requirements may exceed normal capabilities and require a coordinated response on a county or statewide basis.

CONCEPT OF OPERATIONS

Within the limit of their capabilities and jurisdictions, local emergency service agencies will perform basic fire suppression services. If requirements exceed local capabilities, require cross-jurisdictional action, or impact resources under State control, the appropriate State agencies or volunteer organizations should become involved. In some cases, State agencies may need to obtain local assistance for fire/rescue operations where initial responsibility rests with the State and the scope of the operations exceeds available State resources.

1. DETECTION AND MONITORING

The Oklahoma Forestry Services (OFS) cooperates with the National Weather Service and the U.S. Forest Service in the daily monitoring of weather conditions. The OFS utilizes MESONET weather stations located at sites throughout the state for purposes of observing and collecting fire weather data. The National Fire Danger Rating System (NFDRS) is used to rate fire conditions from day-to-day and area-to-area. This system provides the fire staff with information to make decisions about the risk of fire occurrence and severity. Current and forecast wind conditions are used to determine if they would support large and intense fires.

- Expected fire danger and smoke management information is broadcast each morning on NOAA weather radio;
- The OFS notifies the State EOC when very high and/or extreme conditions are forecast;
- Warnings are disseminated by the OFS communications system to the public and corroborators. The OFS uses two primary means of fire detection – aerial and public telephone – in its daily operations. Communications equipment is tested regularly to ensure that dispatching and reporting systems are working properly. Aircraft are assigned to areas of the state. First priority use of aircraft is for fire detection. The frequencies of detection flights are determined by forecast and current weather conditions, historic and present fire occurrence and public activity.

ACTIONS

ESF-4 encompasses a full range of activities from training to field services, including, but not limited to:

- Assessment of fire/Rescue service needs and potential impacts:
 - Fire/Rescue service personnel;
 - Fire/Rescue service equipment and supplies;
 - Fire/Rescue department related evacuation and re-entry support;
 - Emergency responder health and safety;
 - Chemical, biological, radiological, nuclear, explosive hazard monitoring/mitigation;
 - Mental health and crisis counseling for responders;
 - Fire/Rescue service public information and risk communication;
 - Fire/Rescue service management, command, and control of assets;
 - Fire/Rescue service activities related to terrorist threats and/or incidents;
 - Logistical staging areas and Points of Dispensing.

Actions initiated by ESF-4 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies in the area and the intended service recipients.

- Develop and maintain plans and procedures to provide firefighting and technical rescue services when needed;
- Document expenses whenever activated for a significant event or incident
- When activated and necessary, Fire/Rescue department representatives report to the local EOC or other specifically identified location to assist with coordination and operations;
- Fire/Rescue Department personnel may be asked to assist with warning and alerting, evacuation, communications, and emergency medical services;
- Requesting or providing mutual aid from/to neighboring jurisdictions.

1. MITIGATION AND PREPAREDNESS

- Identifying and seeking funding for retrofitting critical facilities and providing auxiliary power;
- Providing personnel with the appropriate expertise to participate in activities designed to reduce or minimize the impact of future disasters;
- Maintaining a proactive posture in regard to all fire and injury prevention strategies.
- Conducting planning with ESF-4 support agencies and other emergency support functions to refine Fire/Rescue service operations;
- Conducting public education for all-hazards and fire prevention programs;
- Developing and testing procedures to rapid field assessment, surveys, and information gathering;
- Conducting and participating in training and exercises for EOC and Fire/Rescue service response team members;
- Preparing and maintaining all emergency operating procedures, resource inventories, personnel rosters, and resource mobilization information necessary to perform lead agency functions;
- Maintaining liaison with support departments and agencies;
- Conducting and helping to facilitate all-hazard exercises involving ESF-4.

2. RESPONSE

- Coordinating operations at the ESF-4 position in the EOC and/or other locations as required;
- Establishing and maintaining a system to support on scene direction/control and coordination with the EOC, or other entities as appropriate;
- Supporting established mutual aid procedures for Fire/Rescue response and other resources or capabilities as appropriate;
- Coordinating resource management and logistical support;
- Participation in EOC briefings, development of Incident Action Plans and Situation Status Reports, and attending meetings as necessary;
- Fire suppression, salvage, and overhaul;
- Responding to hazardous material accidents/incidents;
- Assisting with radiological control measures;
- Assisting with emergency medical services as necessary.

3. RECOVERY

- Maintaining documentation for initial damage assessment and incident impact on personnel, equipment, supplies, and the ability to provide services;
- Consulting with EOC staff and obtaining additional Fire/Rescue resources via established mutual aid agreements as necessary.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

The Fire Department Incident Commander will coordinate the overall activities of firefighting during disasters.

Local Mutual Aid partners and Forestry Service firefighters will provide fire suppression assistance in support of local fire departments as requested and as fire conditions and available resources permit.

2. ORGANIZATION

ESF-4 is part of the Operations Section.

The Midwest City Fire Department is the primary coordinator in charge of ESF-4. Other City departments will support the Fire Department as outlined in the text. State agencies with primary emergency functions connected with firefighting capabilities will assign appropriate personnel to assist the City in carrying out ESF functions.

3. ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY FIRE DEPARTMENT

- Provide the necessary personnel, equipment, and materials to suppress fires on public or private forests or grasslands where the potential or actual destruction would be considered a major disaster;
- Advise the EOC of any major fire, either urban or wildland. Also advise the EOC if arson and/or government-owned property are involved;

- Advise the EOC of homes and businesses that require assistance;
- Coordinate with the State Department of Agriculture as well as Federal Agencies in support of ESF 4 of the National Response Plan.

MIDWEST CITY FIRE MARSHAL

- Investigate and determine the cause of fires where the cause may be other than by natural means;
- Upon request, assist the Chief Medical Examiner in the investigation of deaths caused by fire in a natural disaster;
- Provide code enforcement;
- Assist local governments with inspection of structures after disasters to prevent fire hazards.

MIDWEST CITY EMERGENCY COMMUNICATIONS CENTER

- Provide primary and backup radio and telephone communications capabilities
- Provide communications operators at the EOC and Incident Command Post as needed
- Provide resources to act as outside contact operators

MIDWEST CITY EMERGENCY MANAGEMENT

- Request assistance, in accordance with department procedures, from the State Department of Emergency Management;
- Advise the State EOC of the development of any major wildfire. Also advise the State EOC if arson and/or state-owned property are involved;
- Advise the State EOC of rural homes and businesses that require emergency assistance.
- Coordinate with the U.S. Department of Agriculture and other Federal agencies in support of Emergency Support Function #4 of the National Response Framework;
- Provide other assistance as requested.

MIDWEST CITY POLICE DEPARTMENT

- Assist with traffic control;
- Assist with evacuation, if needed;
- Provide protection for personnel working at the scene.

MIDWEST CITY PUBLIC WORKS

- Coordinate the disconnection of electric power and natural gas lines when a natural disaster causes the rupture of natural gas lines and the ignition by sparking electric lines for potential fires and/or explosions.
- As requested, provide personnel, equipment, and other appropriate resources in support of operations.
- Assist law enforcement officials in maintaining traffic flow into and away from the affected area.
- Work with Public Utilities to control hazards at the scene.
- Assure an adequate water supply for fire suppression

PUBLIC INFORMATION OFFICER

- Coordinate with Fire Department PIO for dissemination of information

SAINTS EMS

- Provide standby assistance at any incident

- Provide assistance at firefighter rehab site
- Provide medical services to firefighters, survivors, and citizens

OKLAHOMA CITY-COUNTY HEALTH

- Will monitor the situation informing hospitals, long term care facilities, and assisted living centers of changing conditions in case evacuations are needed;
- Will work with medical response system partners keeping them informed of dangers that may require action on their part.

DIRECTION AND CONTROL

Direction and control of fire suppression operations will be conducted by Midwest City Fire. If the State EOC is operational, requests for assistance should be coordinated by the Department through the EOC. If the EOC is not operational, requests for assistance should be made to the Department of Agriculture, Food and Forestry and the State EOC advised of the situation as soon as it is activated.

No administrative process shall interfere with operations essential to suppressing wildfires and thereby preventing injury, loss of life and significant property damage. During a fire emergency, the process to access supplemental state resources shall be simplified to expedite their use in a timely manner and prescribed in a Standard Operating Procedure (SOP).

For fire suppression, additional resources may be available from nearby public and private firefighting companies. Local emergency service agencies also represent a resource for search and rescue operations.

CONTINUITY OF GOVERNMENT

Each department with a primary or secondary ESF-4 responsibility will designate at least three (3) lines of succession for any assigned staff.

ADMINISTRATION

The Midwest City Fire Chief will review and update this annex annually, with any needed assistance from the Emergency Management Director.

ESF # 5 EMERGENCY MANAGEMENT



FEMA LIFELINES:	ALL
COORDINATING DEPARTMENT:	MWC Emergency Management
SUPPORTING DEPARTMENTS:	All City Departments, Boards and Commissions
SUPPORTING PARTNERS:	All State Voluntary Organizations Mid-Del Amateur Radio Club
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Homeland Security

PURPOSE

- The purpose of this ESF is to coordinate and organize emergency management resources in preparing for, responding to, and recovering from emergency/disaster incidents that affect the City of Midwest City.
- ESF-5 directs, controls, and coordinates emergency operations. ESF-5 must help ensure the implementation of actions as called for in this plan, coordinate emergency information to the public through ESF 2/Communication and ESF 15/Public Information, and coordinate with local jurisdictions and the Oklahoma State EOC should assistance be required.
- The Emergency Management Support Function (ESF-5):
 - Identifies and organizes the resources (human, technical, equipment, facility, materials, and/or supplies) available to Midwest City to address and support emergency management needs in the event of natural or man-made disasters or emergencies;
 - Identifies the responsibilities of organizations charged with providing emergency management in the case of a large-scale event or incident, disaster, or emergency;
 - Is established to help assure the provision of emergency management support to Midwest City and the private-sector response before, during, and after an incident/event;
 - Provides procedures and resources to help determine the severity and magnitude of natural or man-made events or incidents;
 - Helps ensure policymakers and responders at all levels receive coordinated, consistent, accurate, and timely information, analysis, advice, and support

- Assesses impact and damage to help determine the resources required to restore emergency management systems
- Coordinates with local governments and other resource Support Agencies in helping resource providers obtain necessary information, equipment, specialized labor, fuel, and transportation support, to repair and restore critical infrastructure and services;
- Coordinates information with local, State, Tribal, and Federal officials and resource providers regarding available emergency management response and recovery assistance;
- Provides technical assistance concerning emergency management systems and coordination

SITUATIONS AND ASSUMPTIONS

1. SITUATION

- During a period of increased readiness or extreme emergency in which loss of life or property damage has occurred or appears imminent, an Emergency Operations Center (EOC) will be identified, established, and activated to the level dictated by the gravity of the situation;
- All departments and organizations having emergency responsibilities will be advised when the EOC is activated;
- All emergency operations will be conducted under the authority of the laws of Oklahoma and/or executive orders or authorities delegated by law to the elected or appointed officials of the State of Oklahoma;
- Many disasters produce extensive property damage. When this occurs, a planned damage assessment strategy is essential for proper response and recovery operations;
- During a period of increased readiness or extreme emergency in which loss of life or property damage has occurred within the City or appears imminent, the Midwest City Emergency Operations Center will be activated to the level dictated by the gravity of the situation.

2. ASSUMPTIONS

- Most emergency situations are handled routinely by local and state government agencies and volunteer service organizations;
- In large-scale disaster situations beyond the capabilities of the city or county emergency management organizations, the State EOC shall provide centralized direction, control and assistance;
- In the initial stages of an emergency, information from the affected areas may not be available, accurate or detailed. Through efforts of the City responders, initial information may be reported within a few minutes following the onset of the disaster;
- The Emergency Operations Center will support the dissemination of approved Emergency Public Information;
- Preliminary damage assessment information is critical to determine the need for state and federal response and recovery assistance;
- In very large-scale disaster situations that are beyond the capabilities of the City or county, the State shall provide centralized direction, and assistance.

CONCEPT OF OPERATIONS

1. GENERAL

- The EOC and staff may be activated by the Director of Emergency Management, or City Manager or their designee, when it appears the City of Midwest City is or may be in great danger of loss of lives or great property damage;
- The Department of Emergency Management is the department primarily responsible for assessing a situation and the needs of the population affected. Based on the needs of the situation, department heads or designated representatives may be requested to report to the EOC to coordinate that agency's activities when the EOC is activated;
- The Emergency Management Director or his/her designee, will activate alert procedures in accordance with department standard operating procedures;
- During emergencies, the EOC is located in the training room in the basement of City Hall and the alternate EOC is located at the Charles Johnson Building, 2750 SE 15th Street, MWC, Meeting Room C;
- ESF-5 typically operates from the EOC on a 24/7 schedule to maintain continuity of emergency management services. Schedule modification will occur according to incident needs or complexity. At times, or when specifically requested, ESF-5 may operate from field locations including within a designated Incident Command Post, or another jurisdiction's EOC;
- During EOC activation, the Policy Group makes resource Allocation decisions, with assistance from the Emergency Management Director and the affected ESF organization. The local on-scene Incident Commander or other appropriate staff will control further mission tasking as needed;
- Each Support Organization assisting in an ESF-5 assignment will retain administrative control over its own resources and personnel, but will be under the operational control of ESF-5.

2. PLANNING

- Emergency Management coordinates planning activities including immediate, short-term, and long range planning. Emergency Management helps maintain situational awareness of the threat or incident, in coordination with the appropriate local entities, state agencies and volunteer organizations. The EOC monitors potential or developing incidents and supports the mitigation and response efforts of regional and field operations. The EOC coordinates operations and situational reporting to the City Manager and State EOC when appropriate.
- The Planning Section provides for the collection, evaluation, development, dissemination, and use of information regarding incident status and Response. The Planning Section is responsible for the Incident Action Plan process. This includes preparing and documenting incident priorities, establishing the operational period and tempo, and developing staffing plans related to the incident as needed. The Planning Section enlists Subject Matter Expert (SME) support for incidents requiring specific technical knowledge. Examples of SMEs include: CSEPP Hazard Analysts, Radiation Control, National Weather Services, and Geologic Survey personnel.

ACTIONS

Actions taken by ESF-5 are grouped into the phases of emergency management: preparedness, mitigation, response, and recovery. Each phase requires specific skills and knowledge. Each phase requires significant cooperation and collaboration between all supporting agencies and the intended service recipients. ESF-5 encompasses a full range of activities from training to providing field services, to potentially include:

1. MITIGATION AND PREPAREDNESS

- Define, identify and encourage hazard mitigation activities; thus helping reduce the probability or impact of a large-scale incident or disaster;
- Maintain the EOC in a state of operational readiness;
- Provide for adequate communications capabilities;
- Assign EOC staff positions to qualified personnel; provide training where needed;
- Provide a disaster-resistant EOC.
- Develop and maintain an emergency operations capability and illustrate that capability in the Emergency Operations Plan;
- Maintain a notification roster of EOC personnel and their alternates;
- Establish a system and procedure for notifying EOC personnel of activation or other critical information;
- Identify adequate facilities and resources to conduct emergency operations at the EOC, to include a secondary location;
- Inform officials of EOC operations;
- Maintain/obtain supplies and food for emergencies;
- Test and exercise plans and procedures and conduct community outreach/mitigation programs;
- Ensure compatibility between this plan and the emergency plans and procedures of key facilities and public or private organizations within the City;
- Help develop and/or recommend accounting and record-keeping procedures related to costs and expenses incurred during an incident, emergency, or disaster.

2. RESPONSE

- Activate the EOC, as required;
- Respond to the emergency as appropriate;
- Estimate the nature and scope of the hazard, including the area of potential impacts, population(s) at risk, estimate the extent of the damage and loss of functionality to essential facilities and infrastructure;
- Coordinate all emergency operations;
- Coordinate with the State Department of Emergency Management, and DHS/FEMA and other Federal agencies in support of Emergency Support Function #5 of the National and Regional Response Plans;
- Collate and consolidate the incoming situation reports pertinent to the respective department, agency or organization;
- Establish and maintain a system supporting on-scene direction/control and coordination with the State EOC and other applicable coordination entities as appropriate;
- Brief the County Emergency Management and Department of Emergency Management Directors on the respective situations;
- Make individual EOC staff assignments as needed;

- Coordinate implementation of mutual aid requests or agreements with Supporting Organizations;
- Provide, track, and manage resources (personnel, teams, facilities, supplies, equipment) as necessary;
- Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

3. RECOVERY

- Continue long-term response and coordination of resources;
- Plan for release of operations personnel;
- Provide required briefings and submit reports;
- Incorporate mitigation efforts into recovery activities when possible.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

- ESF-5 is coordinated by the Emergency Management Director.
- In the event of a disaster, the EOC or alternate EOC will exercise general supervision and coordination of all assets.
- Upon full EOC activation, each ESF coordinating agency will send a liaison to the EOC.
- The City must maintain personnel ready to fill key Incident Command positions.
- All City departments will support emergency operations when needed.

2. ORGANIZATION

POLICY GROUP

- City Manager
- Mayor
- Vice Mayor
- Finance Director
- City Attorney
- Hospital Administrator
- School Superintendent

EOC PERSONNEL

- Director of Emergency Management
- Deputy Director, Department of Emergency Management
- Fire Chief or designee
- Police Chief or designee
- EMS Director or designee
- Public Information Officer (s) if no JIC
- ESF Liaisons
- Planning/Resource Officer
- Support Staff
- County Sheriff or designee
- County Chief of Health Services

3. ASSIGNMENT OF RESPONSIBILITIES

The Director of Emergency Management (MWCEM), under the supervision of the City Manager, will be responsible for the implementation of plans and emergency operations for the protection of citizens of Midwest City.

MONITORING, DETECTION, ALERT AND WARNING

EMERGENCY COMMUNICATIONS CENTER (ECC)

The Department of Emergency Management (MWCEM) oversees a 24-hour emergency communications center. The Emergency Communications Center provides a single point to disseminate information and warnings to governmental officials that a hazardous situation could threaten or has threatened the general welfare, health, safety, and/or property of the city's population. In addition, the Emergency Communications Center provides continuous situational monitoring during non-emergency periods as well as in times of emergencies and disasters.

MWCEM monitors the National Weather Service on a daily basis to detect weather threats for the city, and receives reports from the Fusion Center for possible threats and local jurisdictions regarding local events.

MWCEM will initiate warnings and emergency notifications when conditions threaten the safety of the City or its citizens. The Emergency Management Director will notify the State Emergency Operations Center as soon as is practical. Once Emergency Operations Personnel report to the Emergency Operations Center, the Emergency Management Director or designee will conduct a situational briefing and request all ESFs to plan accordingly, and may request certain ESFs to plan and deploy resources immediately.

DIRECTION AND CONTROL

Emergency Operations requires centralized control and management. The officials designated to work in the EOC will coordinate the use of resources and interface with other agencies in support of the primary agency.

The Emergency Management Director will develop the criteria for transfer of control from the Primary to the alternate EOC(s) and will develop appropriate procedures for staffing and operating the alternate EOC consistent with plans to continue operations.

CONTINUITY OF GOVERNMENT

The line of succession for the Emergency Management Director will be EM Director, Deputy EM Director, Fire Chief, and Police Chief

For the overall supervision of the ECC, the line of succession will be the Director, Department of Emergency Management, Deputy Director, and 911 Supervisor.

Continuity of Operations for each department is according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Emergency Management Director or City Manager or their designee will enter into any agreements or understandings between this office and local groups or organizations as necessary for implementation of this plan.

The Emergency Management Director is responsible for maintaining and updating this annex annually, with any needed assistance from the Emergency Management Director.

ESF #6 MASS CARE, HOUSING & HUMAN SERVICES



FEMA LIFELINES:	Food, Water, Shelter; Safety and Security
COORDINATING AGENCY:	American Red Cross
SUPPORTING PARTNERS:	Midwest City Emergency Management OKVOAD Mid-Del Schools
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	American Red Cross

PURPOSE

The purpose of this annex is to establish a procedure for providing sheltering, feeding, emergency first aid, bulk distribution of relief supplies and survivor registration to meet the immediate needs of the survivors during and after the occurrence of a disaster or emergency.

The Department of Emergency Management will coordinate with the federal government for assistance provided in the National Response Framework's (NRF) Emergency Support Function (ESF) #6, Mass Care, Housing and Human Services.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Disasters may destroy the homes of persons living in the affected area. Disaster survivors whose homes were severely damaged or destroyed will be sheltered.
- All survivors who are housed at temporary emergency shelters will require food, water, emergency first aid, and other mass care services.
- Buildings pre-designated as shelters may be damaged and rendered unusable by the disaster. Alternate facilities must be identified
- Certain agencies provide daily services or assistance to citizens in need. There are occasions when similar services are needed during emergency situations. The coordination of feeding, congregate sheltering, emergency first aid, family reunification and bulk distribution of relief supplies will occur, as are essential during emergency conditions.

2. ASSUMPTIONS

- OKVOAD volunteers or other shelter workers may not be able to report for assignments.
- Shelters and utilities in affected areas may be damaged or destroyed. Secondary hazards may also necessitate relocation of shelters.
- Relief supplies, tents, food, and potable water may not be available for several days.

- The Department of Emergency Management (MWCEM) will coordinate Mass Care and emergency individual assistance with assistance from OKVOAD. In most situations, ARC will manage and operate shelters.
- OKVOAD agencies will provide for emergency mass feeding, mass sheltering, emergency first aid, disaster welfare inquiry, and bulk distribution of disaster relief supplies for disaster displaced citizens.
- Mutual support agreements with volunteer service organizations and other support groups will be obtained as needed and their services utilized to the maximum.

CONCEPT OF OPERATIONS

- MWCEM and OKVOAD will coordinate and provide support to the mass care efforts, as well as provide support during the emergency and continue long-term support to the survivors during the recovery process.
- The OKVOAD will fully participate in planning for feeding, sheltering, emergency first aid, disaster welfare inquiry and recovery assistance to meet emergency disaster needs of disaster survivors.

ACTIONS

Actions initiated by ESF-6 are grouped into the phases of emergency management. Each phase requires significant cooperation and collaboration between all agencies and the intended service recipients. ESF-6 identifies the resources available to address and support mass care, temporary sheltering, and human services needs in the event of either a natural or man-made disaster.

1. MITIGATION AND PREPAREDNESS

- Participation in temporary shelter demand studies;
- Coordination with Midwest City Emergency Management and other entities regarding public education programs to reduce shelter demand;
- Education of citizens on disaster preparedness;
- Coordination to incorporate shelter features within public building projects as feasible.
- Identify and organize the resources (human, technical, equipment, facility. Materials and/or supplies) available to the City of Midwest City to address and support mass care, temporary sheltering and human service needs in the event of either a natural or man-made disaster or emergency;
- Review and update emergency services disaster plans to include written agreements when necessary;
- Identify and coordinate the responsibilities of agencies and organizations charged with providing mass care, temporary sheltering, and other disaster caused needs;
- Plan for a coordinated public information effort that respects and works with the existing public relations plans of all voluntary agencies. (See ESF #15);
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations;
- American Red Cross will provide shelter operations and mass care training to City staff.

2. RESPONSE

- Coordinate the activation, staffing and management of shelter and feeding sites as needed. Coordinate the provision of food, shelter, disaster welfare inquiry and bulk distribution of relief supplies;
- In coordination with emergency management, the Mass Care Lead will manage mass care according to the State of Oklahoma's Multi-Agency Shelter Plan dated August, 2016 with delivery of mass care through the American Red Cross, Salvation Army, Southern Baptists, and other NGOs in accordance with the requirements of their internal policies;
- Coordinate the notification to the public of all information on locations and hours of operation on emergency shelters, service centers and bulk distribution sites;
- Coordinate with OKVOAD, ARC and The Salvation Army to assign staff, when requested, to the Emergency Operations Center (EOC). Staff members will act as liaisons among the decision-making ARC Disaster Operational Team, other voluntary organizations present and Agency representatives at the EOC;
- Coordinate with ESF-13 to review communications, traffic control, and security for each shelter location.

3. RECOVERY

- Publish information on emergency services, locations and hours of operation in cooperation with all service providers;
- Coordinate with other agencies and organizations to provide assistance to meet disaster caused needs;
- Coordinate with OKVOAD to provide assistance in the form of staff for the Disaster Recovery Centers in cooperation with voluntary agencies.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

ESF-6 encompasses multiple services. Successful ESF-6 implementation requires extensive collaboration between coordinating and supporting partners through all phases of emergency management.

2. ORGANIZATION

ESF-6 is part of the Operations section.

ESF-6 is unique in that the lead agency is a non-governmental organization. The American Red Cross, Central and SW Oklahoma Chapter partners with local emergency management agencies to provide mass care and sheltering when necessary.

3. ASSIGNMENT OF RESPONSIBILITIES

AMERICAN RED CROSS, CENTRAL AND SW OKLAHOMA CHAPTER

- Identify and validate shelter resources within Midwest City limits;
- Designate a Red Cross official to manage the activities at the shelter facility;

- With the facility coordinator, conduct a survey and inventory of the facility before it is turned over to the Red Cross;
- Will coordinate with law enforcement resources regarding any security or safety issues at the facility;
- May post signage as appropriate;
- Will provide a Public Information Officer for shelter operations;
- Will conduct shelter operation activities according to DMWT Facility Use Agreement JT V 2.0 2017.06.29.

MIDWEST CITY EMERGENCY MANAGEMENT.

- Provide support to all mass care providers by coordinating and facilitating actions as the primary state coordinating agency.
- When applicable, and agreed upon, assist State Emergency Management officials in administering the Individual and Households Program (IHP) for the State following Presidentially declared disasters in accordance with the most recent IHP State Administrative Plan (SAP).
- Coordinate with all emergency welfare service groups, local and state government, and local emergency operations centers.
- Coordinate the development and maintenance of emergency aid agreements with agencies, organizations and groups active in disaster as needed to meet the situation.
- Ensure adequate resources are identified to support the disaster mission.
- Coordinate with the OKVOAD agencies to maintain adequately trained staff to support the disaster operation.
- Will cooperate with the American Red Cross to provide shelter operations according to DMWT Facility Use Agreement JT V 2.0 2017.06.29.

OKLAHOMA VOLUNTEER ORGANIZATIONS ACTIVE IN DISASTER (OKVOAD)

- Provide immediate response to meet the needs of disaster survivors. As stated in PL 93-288 as amended, the ARC will provide mass care in cooperation with all OKVOAD agencies.
- Provide damage assessment summaries for the EOC, state and local officials and other agencies as requested;
- Provide a liaison representative to the EOC.
- Coordinate with local, state and federal authorities (Joint Information Centers) on all public affairs information, and cooperate with all existing OKVOAD agency public information plans. (See ESF-15)

OKLAHOMA CITY-COUNTY HEALTH

- Perform food inspections and coordinate Emergency Medical Service providers as needed. Upon request by emergency management, ESF-8 will coordinate with shelter operations to conduct assessments of residents in the shelters.

MID-DEL SCHOOLS

- Provide support as required in the areas of facilities, transportation and communications.

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

- Provide support as required in the areas of mental health and counseling; and write and oversee Crisis Counseling (immediate and regular service) grants as coordinated with MWCEM.

CONTINUITY OF GOVERNMENT

Lines of succession to each department head are according to the SOPs established by each department or agency with a primary or secondary mission.

ADMINISTRATION

The Emergency Management Director and Red Cross Liaison will review and update this annex annually.

ESF #7 LOGISTICS & RESOURCE SUPPORT



FEMA LIFELINES:	COMMUNICATIONS; FOOD, WATER, SHELTER; HEALTH AND MEDICAL
COORDINATING DEPARTMENT:	MWC Emergency Management
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Finance Department MWC Fire Department MWC Police Department MWC Public Works
SUPPORTING PARTNERS:	OKVOAD organizations Public Sector Partners
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US General Services Administration

PURPOSE

The purpose of this annex is to establish effective procedures to coordinate support response and/or resources of city departments and agencies and preserve the continuity of their respective departmental and agency functions. It also provides for the resumption of such functions with a minimum of interruption in the event of natural or human caused emergency.

This ESF provides for the acquisition, tracking, and movement of several types of resources not available through a local government agency, including:

- Material resources (i.e., instrumentation, field and office supplies, body bags, etc.)
- Office and work spaces for disaster workers
- Temporary housing for incoming emergency relief personnel
- Communications equipment
- Personnel, including persons with specialized technical knowledge

The Department of Emergency Management will coordinate with the State Department of Emergency Management for assistance provided with the National Response Framework's (NRF) Emergency Support Function (ESF) #7, Resource Support.

SITUATION AND ASSUMPTIONS

1. SITUATION

- During the period of a natural or human caused emergency in which great damage may occur within Midwest City, a condition may exist in which emergency supplies and resources may be limited.
- Disasters may severely limit the City's ability to respond with adequate resources to the maximum extent possible before requesting assistance from other agencies or outside vendors.
- The City has several vendors ready to assist during an emergency.
- Obtaining resources from private vendors through any other means outside of City policy may not be reimbursable.

2. ASSUMPTIONS

- The City will exhaust all available resources before requesting assistance from outside vendors, County, or State government.
- The Logistics Section Chief will attempt to obtain resources need by any agency in support of the emergency mission.
- The Finance Section must track all deployed resources.

CONCEPT OF OPERATIONS

The principle executive or representative of the individual member agencies, boards, commissions or organizations designated as members of the resources group will report to the Emergency Operations Center on its activation or when requested as dictated by the emergency.

ACTIONS

ESF-7 actions are divided into the four phases of emergency management: mitigation, preparedness, response, and recovery.

1. MITIGATION AND PREPAREDNESS

- Develop procedures and policies to request resources from outside vendors, County, and State agencies;
- Prepare an Emergency Services Agreement template for outside vendors;
- Develop a mechanism with the Finance Department of tracking resource requests in the EOC during emergency operations;
- Maintain a list of vendor contacts for use after normal business hours;
- Develop Standard Operating Guidelines to coordinate with other local agencies to ensure that necessary resources do not exist elsewhere in City government;
- Develop a list of warehouses in the City for use in storing donated goods.
- Develop a Standard Operating Guidelines for routing resources to staging areas, including:
 - Coordination of routing requirements with ESF 1;
 - Handling communications incompatibilities;
 - Expected deployment for certain types of emergencies;
 - Resources each department plans to deploy to staging areas;
 - Weights and surface requirements for vehicles expected to be deployed to staging areas during emergency operations.

- Coordinate with the County and State to determine proper methods of requesting county, state and/or federally owned resources when needed;
- Prepare and maintain current list of personnel, materials and their locations needed to accomplish their assigned responsibilities;
- Develop contingency plans for the personnel of each department, agency or organization to ensure their safety and the continuity of the functions of the department, agency or organization.
- Develop plans for personnel of each department, agency or organization to report personnel locations and availability for duty;
- Develop plans for the resumption of the departmental or organizational functions with a minimum of disruption, including relocation of the department, agency or organization, if required;
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

2. RESPONSE

- Activate resource/volunteer staging areas at facilities requested by Incident Commander and initiate response activities;
- Implement staging area plans as necessary;
- Receive and record data from ESFs concerning deployment of resources;
- The Red Cross should request logistical support according to their policies, as needed.
- Regularly update ESF 5 on staging area statuses;
- Request resources needed to support staging area operations from the pertinent ESF;
- Coordinate with the State Department of Emergency Management and Federal General Services Administration and other Federal agencies in support of ESF-7 and ESF-12.

3. RECOVERY

- Maintain logs of activities, messages, etc. for use in applying for federal disaster assistance, and for use in after action reports following demobilization;
- Initiate internal notification procedures as appropriate.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

- The Emergency Management Director is the primary coordinator for ESF-7.
- The resources group may be composed of the following: a. Midwest City Finance Director b. Vehicle Maintenance Supervisor c. Fleet Superintendent

State agencies with primary emergency functions connected with mass sheltering capabilities will assign appropriate personnel to assist the City with ESF 7 functions.

2. ORGANIZATION

- ESF-7 is part of the Logistics Section.
- The responsibilities of the members of the resources group will be in accordance to the respective individual member departments, agencies and other organizations. All agencies will provide support as required;

- Staging areas should be spread evenly throughout the City. ESFs requiring specialized resources should choose staging area location based on the capability to resupply without barriers to transportation.

3. ASSIGNMENT OF RESPONSIBILITIES

In the absence of a designated Logistics Section Chief, the Emergency Management Director coordinates ESF-7.

DIRECTION AND CONTROL

All logistics requests will go through ESF-7, coordinated with the EOC.

CONTINUITY OF GOVERNMENT

- Lines of succession will be in accordance with Standing Operating Procedures established by each department, agency or organization.
- Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Emergency Management Director will review and update this annex annually.

ESF #8 PUBLIC HEALTH & MEDICAL SERVICES



FEMA LIFELINES:	Public Health and Medical
COORDINATING DEPARTMENT:	Oklahoma City-County Health Department
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Fire Department
SUPPORTING PARTNERS:	American Red Cross Saints EMS Saints Midwest
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma State Department of Health Oklahoma Department of Agriculture, Food and Forestry
FEDERAL COORDINATING AGENCY:	US Department of Health and Human Services

PURPOSE

The purpose of this annex is to establish effective procedures to provide emergency health and medical service to the people of Midwest City during and after a natural or manmade emergency. This annex also addresses maintaining Public Health standards throughout the duration of an emergency.

This ESF provides guidance, prioritization, and coordination of resources involved in the triage, treatment, and medical evacuation of disaster survivors.

ESF-8 is responsible for procedures for response to the environmental, health, and medical needs in the event of a natural or manmade disaster.

In accordance with the Oklahoma Catastrophic Health Emergency Powers Act (O.S. 63:6101), the Oklahoma Catastrophic Health Emergency Plan was developed as an addendum to ESF #8. Its purpose is to prepare for (1) acts of terrorism, (2) resurgent infectious diseases, (3) mass casualty incidents and (4) foreign animal diseases. Copies of the plan are maintained by the Health Department and support agencies.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Natural or human caused emergencies could occur within the boundaries of the City of Midwest City and would require coordinated use of all health and medical resources available;
- Adequate resources are available within the boundaries of the State of Oklahoma to meet most foreseeable short-term emergencies.

2. ASSUMPTIONS

- Local resources will be fully employed before committing state assets;
- The Commissioner of Health will be responsible for coordination of all state health and medical services in response to man-made or natural emergencies;
- All Department of Health personnel will remain under direction and control of the Commissioner of Health during any activation of this plan.

CONCEPT OF OPERATIONS

The scope of medical and health services will be adjusted to the size and type of disaster. For further details concerning response to a medical/health emergency, see the Oklahoma State Department of Health's "Oklahoma Public Health & Medical System Emergency Response Plan (ERP), Version 8.0," approved 080116.

The Oklahoma City- County Health Department will keep the Commissioner of Health, the Director of the Department of Emergency Management and the Director of the Oklahoma Office of Homeland Security informed of the status of medical and health services during emergency operations.

ACTIONS

1. MITIGATION AND PREPAREDNESS

- Develop and maintain contingency plans to ensure the continuity of functions;
- Develop and maintain plans for providing health and medical services;
- Promote wellness among Oklahoma County residents with public outreach and education programs and services.
- Identify available medical facilities, personnel and medical supplies;
- Conduct training sessions and exercises;
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

2. RESPONSE

- Locate and alert personnel;
- As requested, send a representative to the Midwest City EOC to perform the following functions:
 - Consolidate the incoming health and medical reports and maintain the situation report;
 - Brief the Emergency Management Director and City Manager;
 - Provide information and recommendations;

- Coordinate the need for and distribution of medical personnel, supplies and services;
- Coordinate the health needs in congregate shelters and other disaster related facilities with the American Red Cross;
- Coordinate with Department of Mental Health and Substance Abuse Services to ensure mental health, behavioral health, and substance abuse needs are addressed.
- Address specific medical considerations associated with mental health, behavioral health, and substance abuse for incident survivors as well as response workers;
- Coordinate with the Department of Human Services and other state and local response agencies to address medical special needs and enhanced care population needs in a multidisciplinary response effort;
- Coordinate with Oklahoma Medical Reserve Corps (OKMRC) to activate, deploy and track OKMRC volunteers;
- Provide a communication system or personnel to the disaster coordination center at the scene to assist in the coordination of requests for assistance.

3. RECOVERY

- Provide advice and support for decontamination measures;
- Inspect food supplies;
- Institute vector control and quarantines to reduce the threat of epidemics;
- Restore medical care and treatment facilities and services;
- Institute immunization programs as required;
- Continue to coordinate health needs in congregate shelters and other disaster related facilities with the American Red Cross.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

ESF-8 is part of the Operations Section; providers in this section serve the public. A secondary Medical Unit can be established under Logistics to serve responders working in the Operations Section.

2. ORGANIZATION

OKLAHOMA CITY-COUNTY HEALTH DEPARTMENT

The OCCHD is responsible for maintaining programs to promote wellness, protect health, and prevent disease of the citizens of Oklahoma County, including the City of Midwest City. It accomplishes these missions through planning, education, and a multitude of services. The health department has statutory authority that allows it to enforce codes and ensure the welfare of the population. OCCHD has a select group of staff dedicated to emergency preparedness and response, maintains a cache of response equipment and regularly exercises its response capabilities. During a public health emergency, OCCHD will be the lead response agency.

SAINTS MIDWEST EMS

In cooperation with the Midwest City Fire Department, Saints Midwest EMS provides emergency medical care and transport to the pre-hospital patient

ASSIGNMENT OF RESPONSIBILITIES

1. HEALTH AND MEDICAL SERVICES

- Emergency medical support
- Distribution of medical supplies and services
- Immunization
- Mortuary services

2. PUBLIC HEALTH ENVIRONMENTAL SERVICES

- Vector control
- Inspection of food supplies
- General sanitation measures
- Activities necessary to resume normal public health community services

DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY

With assistance from Veterinary Services and when medical facilities are unavailable, permit use of veterinary facilities and equipment for temporary human medical care during extreme emergencies involving mass casualties.

CHIEF MEDICAL EXAMINER'S OFFICE FOR THE STATE OF OKLAHOMA

The Oklahoma Chief Medical Examiner's Office is the primary responsible agency for Fatality Management. The mental health needs of the families of fatalities and the mental health needs of emergency responders affected by the fatalities, will be met according to the Oklahoma Department of Mental Health and Substances Abuse Services "All Hazards Disaster Behavioral Health Plan" (2014).

The disposition and handling of the fatalities will be managed by the Oklahoma State Medical Examiner's Office, with assistance from private mortuary services and transport companies according to the Medical Examiner's "Mass Fatality Plan" (March, 2017). Further, the disposition of fatalities will be aided by the "Mass Fatalities Plan" (Annex F) of the Oklahoma State Health Department's "Oklahoma Public Health & Medical System Emergency Response Plan" (2015).

DIRECTION AND CONTROL

All health department assets and personnel will remain under the direction and control of the health department.

CONTINUITY OF OPERATIONS

Agency line of succession will be in accordance with internal standing operating procedures.

Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Oklahoma City-County Health Department and Saints Midwest EMS will update this annex annually, with any needed assistance from the Emergency Management Director.

The County Health Director will make necessary plans and mutual support agreements to fulfill responsibilities outlined by law and this annex.

1. HEALTH STATISTICS

- The Department of Health will continue to collect and report vital statistics.
- Disease statistics will be collected and reported to appropriate state and federal officials.

2. TESTING AND INSPECTIONS

- All testing, inspections, and surveys will follow normal procedures but will be conducted more frequently.

ESF #9 SEARCH & RESCUE



FEMA LIFELINES:	Safety and Security
COORDINATING DEPARTMENT:	MWC Fire Department
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Police Department
SUPPORTING PARTNERS:	Civil Air Patrol Mid-Del Amateur Radio Club Oklahoma National Guard
COUNTY COORDINATING AGENCY:	Oklahoma County Sheriff OK City County Emergency Response Team Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Public Safety / Oklahoma Highway Patrol Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Homeland Security

PURPOSE

This ESF provides for coordination of search and rescue activities within the City.

ESF 9 coordinates Search and Rescue (SAR) for the following events:

- Search and Rescue following disasters from major hazards;
- Rescue of trapped persons;
- Searches for missing or lost persons;
- Dragging lakes, rivers, or ponds;
- Searching for downed aircraft;
- Searches for escaped prisoners/ inmates.

Search and Rescue is primarily the responsibility of county, city, town, tribal law enforcement and emergency management. They will prepare and respond in accordance to their emergency operations plans (EOPs) and standard operating procedures (SOPs). This annex establishes primary and support responsibilities for search and rescue operations. Responsible agencies will prepare appropriate internal plans and SOPs to cover all phases of emergency management.

The State of Oklahoma Department of Emergency Management and Homeland Security will coordinate with the federal government for assistance provided through the National Response Framework's (NRF) Emergency Support Function (ESF) #9, Search and Rescue and the National Search and Rescue Plan, and the State of Oklahoma Agreement with the Air Force Rescue Coordination Center, Langley A.F.B., Virginia.

SITUATION AND ASSUMPTIONS

1. SITUATION

- A major disaster or explosion may collapse buildings or structures, necessitating the attempt to locate and extricate trapped survivors;
- Occasionally, people including children and persons with access and functional needs become lost. Those situations require the commitment of large numbers of personnel and equipment;
- Civil Air Patrol and the National Guard can provide ground teams to conduct searches.
- Drownings may require dragging of lakes, rivers, and ponds for body recovery;
- Search and rescue (SAR) missions may be required when an Emergency Locating Transmitter (ELT) signal and/or FAA report of an overdue aircraft is received; a request is made by local government officials for assistance in locating a missing person; and to locate survivors of natural or human caused emergencies.

2. ASSUMPTIONS

- SAR may involve private, municipal, corporate, county, tribal, state, and/or federal resources to locate and bring to safety persons who are lost, injured, stranded or trapped, and to recover the deceased;
- Search, rescue, and recovery operations may occur underground, on or under water, or in natural or human built structures;
- SAR incidents may be crime scenes and evidence preservation must be considered at all times;
- A potential incident may result in the same level of mobilization as an actual search and/or rescue;
- Assistance from other agencies and the Civil Air Patrol (CAP) will be available, but must be requested.

CONCEPT OF OPERATIONS

- The Midwest City Fire Department has primary responsibility for coordinating search and rescue efforts involving more than one agency;
- Search and rescue missions will be managed under Incident Command;
- The Fire and Police Departments will coordinate their assigned activities. Each department will maintain control of their SAR responders;
- Specialized rescue units may be required to extricate survivors.

ACTIONS

ESF-9 actions are divided among the four phases of emergency management: Mitigation, Preparedness, Response, and Recovery. Activities within these phases are defined as follows:

1. MITIGATION AND PREPAREDNESS

- Develop Search and Rescue (SAR) Standard Operating Guidelines (SOGs) to coordinate local operations with SR resources from other jurisdictions. Review and update SAR SOGs on a regular basis;
- Participate in developing local and regional mutual aid agreements including volunteer groups;
- Develop SOGs to coordinate County, State, and Federal assistance to support SAR activities.
- Prepare for and train in conducting SAR operations;
- Be familiar with the responsibilities of other local and state support agencies. Develop methods to assign response [priorities when multiple calls require simultaneous response, or when limited resources mean that some incidents wait for assistance;
- Participate in Emergency Response exercises with agencies such as the Civil Air Patrol. Exercises are an opportunity to find and correct issues before real incidents.

2. RESPONSE

- Send an ESF Coordinator to the EOC when requested by the Emergency Management Director. The Coordinator will attend briefings and coordinate ESF activities with other City departments.
- Determine the extent and nature of the SAR requirements for the emergency as request outside SAR resources as needed;
- Coordinate deployment of K9 and/or dive teams as needed;
- Barricade damaged areas as directed. Provide scene control by limiting access and assisting with evacuation;
- Determine ability to adequately responds and/or the need to request mutual aid, State, and Federal assistance;
- The Incident Commander must make requests for outside resources.

3. RECOVERY

- Maintain logs of activities, messages, etc. for use in applying for federal disaster assistance, and for use in after action reports following demobilization;
- Participate in after-action conferences, and improvement plans

Requests for assistance from local government officials in locating a missing person may go to MWC Fire or CAP. Either MWC Fire or CAP may respond and provide aerial and/or ground search assistance.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

- For emergency management planning, this annex incorporates the resources of all agencies that have the capabilities to provide direction and/or support for a search and rescue operation.
- The City Fire Department is the primary Coordinator of ESF-9.
- Other City Departments will support the Fire Department as described.
- The organization for providing search and rescue support services for emergency operations are the following: 1. Midwest City Fire Department 2. Department of Public Safety (OHP) 3. Civil Air Patrol (CAP) 4. Oklahoma Military Department (OMD) 5. Department of Agriculture, Food and Forestry
- All responding departments and agencies will operate under ICS.

2. ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY FIRE DEPARTMENT

- Develop and maintain this annex to the city EOP;
- Develop standard operating procedures (SOPs) and standards for reference by all agencies operating within the SAR system;
- Coordinate assisting resources during a SAR mission;
- Maintain current alert procedures to insure rapid response during SAR operations;
- Provide training to agency personnel regarding SAR operations.

MIDWEST CITY POLICE DEPARTMENT

- Provide traffic control into affected areas;
- Coordinate deployment of K9 and dive teams, and other specialized teams and officers.

MIDWEST CITY EMERGENCY MANAGEMENT

- Track resources and locate specialized rescue equipment that may be available from outside vendors.
- The Emergency Communications Center will coordinate all communication requirements.

MIDWEST CITY PUBLIC WORKS DEPARTMENT

Deploy personnel and equipment in support of SAR activities as requested by the Incident Commander.

INCIDENT COMMANDER

IC will initiate any necessary requests for outside resources, including the Civil Air Patrol.

DIRECTION AND CONTROL

In all but the most complicated rescues, City responders will handle the rescue situations they encounter. Likely exceptions include searches that require the use of aircraft/helicopters, or those situations where specialized technical rescue capabilities are required.

When SAR operations extend beyond a normal day, reach coordinator and the Incident Commander shall designate his/her replacement and will brief that individual prior to departing the EOC or incident Command Post.

For extensive SAR operations, additional resources may be available through the County and State. Note that the City may be required to augment the State's capabilities by providing resources, including personnel, and communications equipment. Volunteers may be required in large numbers.

CONTINUITY OF GOVERNMENT

Lines of succession to each department head will be according to the Standard Operating Procedures (SOPs) established by each department with a primary or secondary mission.

Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Midwest City Fire Chief will review and update this annex annually, with any needed assistance from the Emergency Management Director.

ESF #10 OIL & HAZARDOUS MATERIALS



FEMA LIFELINES:	Hazardous Materials
COORDINATING DEPARTMENT:	MWC Fire Department
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Police Department MWC Public Works
SUPPORTING PARTNERS:	Saints EMS
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department
STATE COORDINATING AGENCY:	Oklahoma Medical Examiner Oklahoma Department of Emergency Management Oklahoma Department of Environmental Quality Oklahoma Corporation Commission
FEDERAL COORDINATING AGENCY:	US Environmental Protection Agency

PURPOSE

The purpose of this annex is to insure a coordinated and effective effort is made to remove or reduce the threat to public health and safety resulting from an incident involving hazardous materials. The City will coordinate with The Department of Environmental Quality, and federal government when necessary, for assistance provided through the National Response Framework's (NRF) Emergency Support Function (ESF) #10, Oil and Hazardous Materials Response.

SITUATIONS AND ASSUMPTIONS

1. SITUATION

- Hazardous materials are produced, transported, used and stored throughout the city;.
- Accidents or incidents involving hazardous materials are one of the most common emergencies throughout Oklahoma. Releases can occur as a result of several reasons, including:
 - Technical and equipment malfunctions
 - Physical damage due to disasters and/or disrepair
 - Secondary result of another disaster
 - Sabotage or terrorist acts

- Hazardous material releases require swift and decisive action by emergency personnel.

2. ASSUMPTIONS

- Emergencies involving hazardous materials are usually confined to a localized area.;
- Emergency personnel will respond in their normal area of operation;
- It is the responsibility of the Owner/Operator to notify the National Response Center of any releases that fit into one or more of the reportable categories;
- Response to any act of sabotage or terrorism will also involve ESF 13, as well as any other state or federal law enforcement agencies that may be indicated by state or federal law.

CONCEPT OF OPERATIONS

- In all hazardous materials incidents, responders will always adhere to the following priorities: (1) Life Safety, (2) Incident Stabilization and (3) Property Conservation. For hazardous material incidents within corporate municipal limits, local government officials will, to the extent of available resources and capabilities, isolate and restore the area to normal, relying on the owner, supplier, vendor, shipping agent, carrier or the “primarily responsible party” (PRP) to remove the hazard if feasible.
- On private property outside of corporate limits, the initial contact point is the closest municipal fire department or law enforcement agency. Outside corporate limits on federal/state highways, public property, county roads, or railways, the Incident Commander shall be the Oklahoma Highway Patrol (OHP). While primary response is at the local or OHP level, all incidents may require additional action at the state level as indicated in the task assignments that follow.
- In most incidents, state level involvement is usually limited until the scope of the disaster exceeds local government capabilities. However, state level involvement may occur at any time since the state has certain jurisdictional responsibilities, complex federal and state statutes to enforce, and technical expertise that may not be available at the local level. Moreover, several state agencies are routinely involved in the mitigation of the impact of hazardous materials incidents on a day-to-day basis.
- In compliance with the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Governor of Oklahoma has appointed the Oklahoma Hazardous Materials Emergency Response Commission to oversee the preparation of hazardous material emergency planning within the State. The City of Midwest City participates in the Oklahoma County LEPC.

1. LOCAL EMERGENCY PLANNING COMMITTEES

LEPCs within each district will be responsible for:

- Providing information to the public on the nature, amount and location of hazardous materials within the district.
- Developing a comprehensive emergency response plan to respond to accidental releases or spills of hazardous materials within the districts. Such plans shall be incorporated into the Emergency Operations Plan (EOP).
- Overseeing the reporting of the presence of hazardous materials within the district by those persons or firms using or storing the material.

- Obtaining site-specific information from facilities subject to emergency planning to protect the public in the event of accidental release of hazardous materials allowed by law. This planning information will be incorporated into the LEPC district's plan as appropriate.
- Provide information to the public, as requested, on the nature and location of hazardous materials within Oklahoma covered under the law.

The State of Oklahoma has adopted the provisions of 49 CFR covering all facets of hazardous material transportation within the state. The Oklahoma Department of Emergency Management and Homeland Security facilitates training courses to qualify first responders and local planning district members in Hazardous Materials operations and planning requirements. The agency also identifies and coordinates the mobilization resources to be used in the event of a hazardous material incident that exceeds the resources of local government.

ACTIONS

1. MITIGATION AND PREPAREDNESS

- The City will develop procedures and policies concerning self-protection measures to be taken during hazardous materials operations (commensurate with the level of response), including:
 - The use of appropriate levels of Personal Protective Equipment (PPE) and the use of Self-Contained Breathing Apparatus (SCBA).
 - The use of the Incident Command Structure (ICS)
 - The recognition and identification of hazardous materials and their dangers.
 - The application of other appropriate protective actions on a case by case basis.
 - Participation in the County LEPC
- Public education/orientation;
- Train and exercise emergency response personnel;
- Develop plans and procedures for response to incidents;
- Identify sources of equipment and supplies;
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

2. RESPONSE

- The Midwest City Fire Department will be the primary City Department to respond to all hazardous material incidents and will provide resources needed to protect life, property, and the environment;
- The Fire Department will provide a coordinator to the EOC as requested by the Emergency Management Director;
- Initiate response operations in accordance with the current Hazardous Material Response Plan;
- Provide technical expertise needed to confine, control, and neutralize hazardous material releases;
- Maintain documentation of releases as notified by local hazardous materials users;
- Request that State agencies provide resources needed to protect life, property and the environment not readily available to local government.

3. RECOVERY

- Monitor and survey release site to determine continued threat to the public, when required;

- Consult legal counsel to:
 - Determine liability;
 - Determine ability to recover damages;
 - Determine means of resolving disputes.
- Monitor long-term clean-up operations by Owner/Operator. Establish standards to ensure public safety in coordination with Federal authorities.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

The tasks and responsibilities that are noted below pertain only to this plan and do not include the full scope of activities carried out by agencies in the enforcement of environmental statutes.

- Support Agencies - When activated by the EOC, and while operating under the city EOP, the following departments/agencies will perform the listed functions as necessary. This list of participating agencies is not all inclusive and other agencies may be activated under the authority of the EOP.

2. ASSIGNMENT OF RESPONSIBILITIES

OKLAHOMA MILITARY DEPARTMENT

The Oklahoma Military Department (OMD) has the 63rd Weapons of Mass Destruction Civil Support Team that has the ability to detect and identify most chemicals. This is a very limited asset for the state and may be unavailable due to national tasking. The Oklahoma Department of Emergency Management will coordinate requests for assistance.

CONTINUITY OF OPERATIONS

Lines of succession to each department head will be according to the Standard Operating Procedures (SOPs) established by each department with a primary or secondary mission.

Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Midwest City Fire Chief will review and update this annex annually, with any needed assistance from the Emergency Management Director.

RADIOLOGICAL INCIDENT OPERATIONS

This section provides actions to be taken by all response personnel in the event of an accident or incident involving radioactive materials.

SITUATION AND ASSUMPTIONS

1. SITUATION

- The widespread use of radioactive materials in our society creates the potential for accidents. These incidents include transportation accidents involving radioactive materials as well as the mishandling of source material at industrial sites and the exposure to radiological materials used in the medical community. In each case, first responders' tasks are complicated by the presence of radioactive material.

2. ASSUMPTIONS

- Emergency response organizations will continue to qualify people in radiological monitoring and provide training in radiological operations.
- Emergency response organizations will have access to radiation detection instruments.

CONCEPT OF OPERATIONS

1. IDENTIFICATION

At industrial or medical locations, site employees must identify the location(s) of radiation sources. Package labels and/or yellow storage containers may also indicate the presence of radioactive materials.

2. REPORTING INSTRUCTIONS

An accident involving the release/spilling of radiological materials (as with other hazardous materials) should be reported to the County Department of Environmental Quality and the Oklahoma Department of Environmental Quality, at 1-800-522-0206. Be prepared to provide the following information:

1. Incident location
2. Number and type of injuries if any
3. Name of carrier for transportation accidents and any placarding information
4. Type of radioactive material present if available (From shipping papers, package labels or employees.)
5. Amount of radioactivity in curies if known
6. Physical form of the material (liquid, solid or gas)

3. OPERATIONAL PROCEDURES

Consult the Emergency Response Guidebook (available on the internet at <http://hazmat.dot.gov/gydebook.htm>) for operations upon identification of a radiological hazard.

4. DETECTION AND MONITORING

Local personnel (Midwest City Fire or Emergency Management) will notify the Oklahoma Department of Environmental Quality.

DEQ as the State Warning Point, upon notification, will contact the DEQ Emergency Response Coordinator/ESF #10 coordinator and State Emergency Operations Center (SEOC)..

Notices received will be forwarded to the DEQ's Emergency Response Coordinator and State EOC. DEQ will sample, analyze and evaluate radiological agents in soils, vegetation and water and transmit this information to the Incident Commander and EOC.

DIRECTION AND CONTROL

Primary responsibility rests with Mayor of Midwest City or City Manager, or the senior Fire official, as appropriate, at the location. As in all local incidents, representatives from other organizations serve only in an advisory or support role.

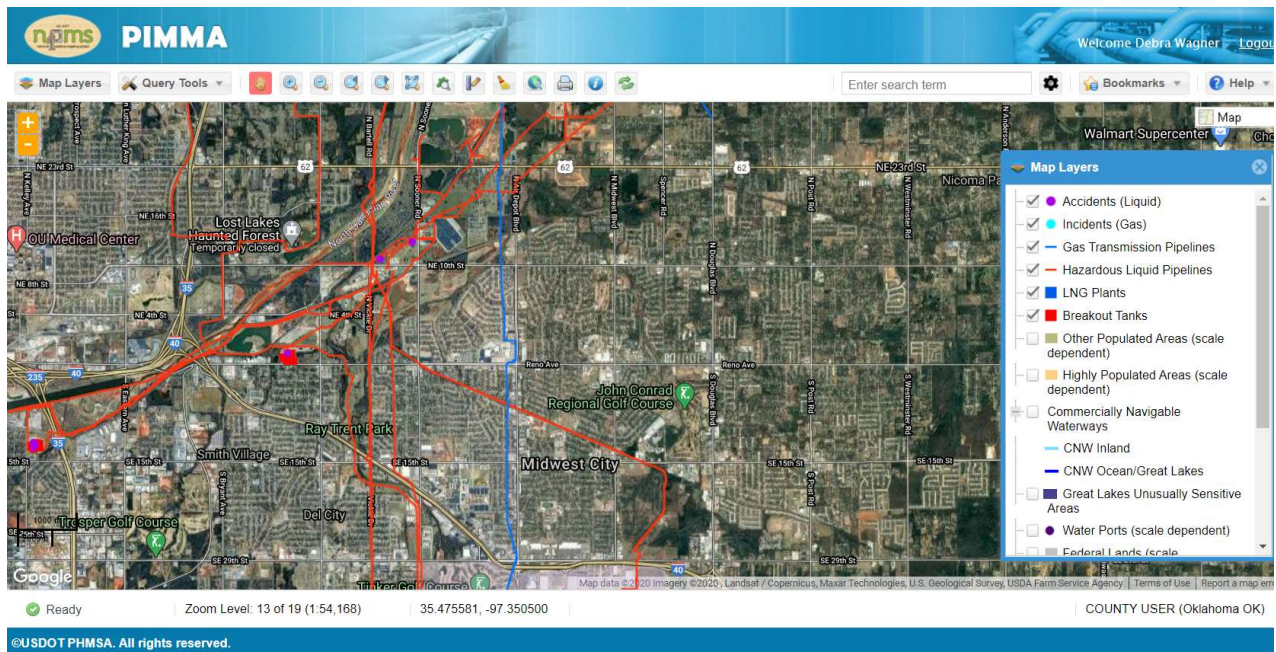


Figure 1. Local pipeline map

ESF #11 AGRICULTURE & NATURAL RESOURCES



FEMA LIFELINES:	Food, Water, Shelter; Health and Medical
COORDINATING DEPARTMENT:	MWC Animal Welfare
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Parks and Recreation MWC Police Department MWC Public Works
SUPPORTING PARTNERS:	American Red Cross Mid-Del Schools OKVOAD
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Agriculture, Food, and Forestry Oklahoma Medical Reserve Corps
FEDERAL COORDINATING AGENCY:	US Department of Agriculture

*Any outside assisting agencies or groups operating during a disaster will only serve under appropriate incident command and in cooperation with local, regional or State Emergency Management officials as appropriate.

PURPOSE

This Emergency Support Function (ESF) identifies, secures, and delivers food assistance following a major disaster, as well as provides for disease prevention, and the well-being of household pets.

ESF 11 coordinates the following activities: 1. Locating and obtaining food supplies, 2. Transporting food supplies to staging areas or affected areas, 3. Distributing food to disaster survivors and emergency workers, 4. Provides for safety and well-being of household pets and non-commercial livestock, 5. Ultimate disposition of deceased or unclaimed animals.

SITUATIONS AND ASSUMPTIONS

1. SITUATION

- Natural or manmade emergencies could occur within the boundaries of the City of Midwest City that could require the coordinated use of all veterinary resources available;
- Some disasters, particularly floods or earthquakes, create situations where survivors cannot gain access to food. Additionally, electric and gas supply interruptions will eliminate the ability to properly prepare food for human consumption;
- Foreign Animal Diseases, as well as certain zoonotic diseases, as incidents of national significance, activate ESF #11 of the National Response Framework (NRF).

2. ASSUMPTIONS

- After a disaster, a significant percentage of City residents may be unable to secure and/or prepare food for themselves and their families;
- The food transportation/delivery network may be damaged or disrupted due to disaster;
- Locally available food sources may become contaminated or infected. The State Department of Agriculture will assist the City ESF 11 Coordinator to obtain bulk food, especially federal surplus food commodities;
- All City emergencies involving veterinary services and animal care will be supported by the Oklahoma Department of Food, Forestry and Agriculture (ODAFF). The ODAFF represents animal health concerns of the state and maintains close liaison with the USDA/APHIS/VSOVMA, OSDH, and other departments or agencies representing veterinary medicine, public health, agriculture, native and nonnative wildlife, humane societies, and animal welfare agencies;
- The ODAFF has statutory authorities with regard to agriculture, animal agriculture, animals and safe food production concerns in the state and maintains close liaison with USDA/APHIS, the Department of Health and other departments, Tribal Authorities and agencies representing veterinary medicine, public health, agriculture, native and non-native wildlife, humane societies, and animal control agencies;
- The Incident Command System (ICS) will be utilized and the Commissioner of Agriculture or other appropriate ODAFF authority (Division Director) or his/her designee will assign a qualified Incident Command Team with proper Delegation of Authority to manage response activities. All incident responders are to be part of the existing Incident Command Structure.

CONCEPT OF OPERATIONS

Midwest City Animal Welfare manages companion animal issues within the City, as well as addressing issues with wild animals as needed. Services provided by MWC Animal Welfare include:

- Adoptions
- Lost and Found
- Permitting
- Sheltering
- Volunteer opportunities

Midwest City Animal Welfare is a Division of the Police Department, and is currently located at 7221 NE 36th Street.

ACTIONS

Actions for ESF-11 are divided into four phases; mitigation, preparedness, response, and recovery. Activities within these phases are defined as follows:

1. MITIGATION AND PREPAREDNESS

- Develop procedures to assess feeding needs (current and projected) in the City.
 - Develop database and assess feeding capabilities at individual sites preselected as potential shelter sites;
 - Develop procedures for obtaining damage assessments of food and dairy production;
 - Develop plans, procedures, and organizational structure needed to ensure that domestic animals and native and non-native wildlife are effectively controlled and cared for in the event of an emergency;
 - Develop a network of state and local government offices, non-government organizations, and volunteers to assist in the preparation and operational phases of emergency veterinary services and animal care.
 - Prepare and maintain current list of personnel, materials and their locations needed to accomplish their assigned responsibilities;*
 - Develop contingency plans for the personnel of the Department to insure their safety and the continuity of the functions of the Department;*
 - Develop plans for personnel of the Department to report their location and readiness for duty.*
 - Develop plans for the resumption of the Departmental functions with a minimum of disruption, including relocation of the department, if required;*
 - Ensure that administrative and accounting procedures are in place to document all actions taken and all costs incurred during emergency operations;*
- *In accordance with the SOPs established in the ODAFF Continuity of Operations Plan (COOP).

2. RESPONSE

- Send a coordinator to the EOC at the request of the Emergency Management Director to perform the following duties:
 - Attend briefings and coordinate activities with other City, County, and State departments;
 - Maintain logs of activities, messages, etc.;
 - Initiate internal notification and recall actions.
- Coordinate with the Incident Command to determine feeding needs in affected areas to arrange for procurement of food items for use in supporting disaster response requirements.
- Arrange for emergency feeding at shelter sites, staging areas, or in other identified areas.
- Request that state or national Red Cross food acquisition procedures be started.
- Following notification of an emergency by OEM of any type of emergency potentially involving animals, will perform the following functions:
 - Select and contact appropriate animal care personnel;
 - Designate personnel authorized to enter disaster area, provide updated information to OEM.
- Consolidate incoming animal management reports and maintain situation reports;
- Coordinate with other governmental authorities in establishment of emergency aid stations and staging of emergency relief;
- Coordinate with other governmental authorities in any evacuation operations;
- Cooperate with other governmental authorities for equipment use and transportation;
- Coordinate with law enforcement personnel in providing security for veterinary medical facilities and supplies;

- Coordinate with public information operations to communicate alert status, volunteer mobilization, and casualty and damage information;
- Temporarily arrange for or provide food, water, shelter, and medical care for all affected animals;
- Recommend methods of proper disposal of deceased animals in coordination with ODAFF and OCCHD;
- Coordinate initial identification and rescue efforts to facilitate reunification of displaced animals with their owners;
- Coordinate distribution of donated resources such as pet food and veterinary supplies.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

In most emergencies, i.e. tornadoes, fires, etc., the local America Red Cross Chapter and other agencies will distribute food and water to survivors, either in shelters or in the field. The ARC has the ability to obtain large quantities of food in most cases. In larger disaster, however, larger numbers of survivors will greatly tax the local ability to feed people. County and State assistance may be required.

2. ORGANIZATION

ESF-11 is part of the Operations Section.

3. ASSIGNMENT OF RESPONSIBILITIES

MWC ANIMAL WELFARE

- Provide rescue and shelter for displaced companion animals.
- Coordinate animal identification and reunification
- Disposition of unclaimed animals

AMERICAN RED CROSS/OKVOAD

- Develop planning information for ESF-11 and School District concerning the potential need for food preparation, storage, and delivery during disasters;
- Provide feeding services at shelter locations throughout the City

THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY (ODAFF)

- Animal Industry Services – Lead division for animal disease and pest response, support for zoonotic disease response. Oversight to and assist with protection of household pets and non-commercial livestock in evacuations and other responses;
- Consumer Protection Services (CPS) – Lead division for plant disease and pest response.
- Food Inspection – Lead division in assuring the safety and security of the commercial food supply;

- Agriculture Environmental Management Services (AEMS) – Lead division addressing protection of natural resources in these scenarios;
- The Oklahoma State Animal Response Team (OSART or SART), as a functional entity within the Oklahoma Veterinary Medical Association and the Oklahoma Medical Reserve Corps, will focus upon and assist regions, counties, local and/or private entities in preparing for and conducting animal response activities focused upon companion animals and non-commercial livestock. County Animal Response Teams (CARTs) are encouraged to organize, prepare for, and conduct such activities.

DIRECTION AND CONTROL

All responders will remain under the authority of their respective agencies while integrating into the established Incident Command structure.

ADMINISTRATION

The Animal Welfare Supervisor will update this annex as needed, with any needed assistance from the Emergency Management Director.

ESF # 12 ENERGY



FEMA LIFELINES:	Energy
COORDINATING DEPARTMENT:	MWC Public Works
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Parks and Recreation MWC Police Department
SUPPORTING PARTNERS:	Oklahoma Gas & Electric Oklahoma Natural Gas
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	US Department of Energy

PURPOSE

- The purpose of this annex is to facilitate planning and communication with the major utility providers in the City. This process should occur prior to emergencies, during the actual restoration of energy systems damaged by a disaster, and during recovery operations after the majority of energy customers have been restored.
- “Energy” systems, within the scope of this function group, include:
- Power generating, transmission grid, electrical distribution facilities, and local electricity providers
- Natural gas and other pipeline systems that traverse the City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Disasters can destroy or seriously damage major energy lifelines, thereby curtailing or eliminating the supply of electricity and/or natural gas to survivors of an incident.
- A petroleum shortage can create major problems as a result of resource shortages within the City.

2. ASSUMPTIONS

- A significant disaster may produce long periods of time where electrical service to City customers is interrupted. This will reduce communications capabilities, degrade traffic control activities, and have other widespread impacts on public safety.
- A disaster could damage natural gas and petroleum product pipelines, substantially reducing or eliminating the availability of these products in affected areas.

CONCEPT OF OPERATIONS

Midwest City Public Works is the coordinating department for this ESF. However, due to the many different aspects, sources and needs of various types of energy there are shared responsibilities necessary to insure the public needs are met.

ACTIONS

Actions for ESF-12 is divided into four phases, mitigation, preparedness, response, and recovery. Activities within these four phases are as follows:

1. MITIGATION AND PREPAREDNESS

- Develop/review and update emergency energy plans and procedures;
- Develop procedures for assessing damages to local utility distribution systems, and pipeline /delivery systems in the City;
- Coordinate with the State with respect to the development of regional energy plans and programs for dealing with disaster effects on statewide power transmission networks;
- Maintain/update energy transportation pipeline maps as appropriate;
- Establish and maintain directory of energy supplier's emergency liaison personnel;
- Maintain restoration of service plans for regulated electric, natural gas, telephone (landline and wireless) and water;
- Arrange mutual aid agreements with neighboring power generators for assistance during emergency periods.
- Participate in local and state emergency preparedness exercises , include emergency response organizations to enhance communications;
- Organize and train personnel into emergency response teams to move and work at the Emergency Operations Center and incident locations;
- Train personnel designated to report to incident locations in emergency procedures;
- Ensure that administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations.

2. RESPONSE

- Survey disaster area and evaluate the situation and submit report (SITREP) to the EOC in terms of damage to immediate and long-term energy needs;
- ESF-12 shall send a coordinator to the EOC at the request of the Emergency Management Director to perform the following duties;
- Attend briefings and coordinate activities with other City, County, and State departments;

- Initiate internal notification and recall actions;
- Complete notification/call out actions;
- Begin system restoration;
- Request mutual aid, if necessary;
- Coordinate with private and public utility companies to determine if repair efforts will be adequate or if additional assistance from state or federal resources will be required for damaged facilities;
- Maintain logs of messages, activities, and costs incurred during repair operations.
- Initiate necessary actions to request any state or federal assistance if required.
- Submit SITREPS to the EOC as requested/required;
- Coordinate public, private and volunteer activities for the repairs to area utility activities.
- Determine status of power supplies at critical facilities and initiate communications with local energy providers to arrange for rapid restoration.
- Determine long-term energy requirements for the affected area and initiate long-term recovery plan.
- Assist ESF-5 (Emergency Management) in acquiring and delivering generators to those critical facilities for which power restoration will take an unacceptable amount of time.

3. RECOVERY

- Participate in compiling after-action reports and critiques;
- Make necessary changes and improvements to emergency operations plans.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

- For planning, this annex incorporates the assets of all agencies and activities that would normally have the capability to assist in the mitigation, preparedness, response, and recovery of emergency related emergency operational functions.
- In the immediate aftermath of an emergency, local utility providers will assess the scope of damage to their systems and estimate length of repairs. They will communicate this information to the Emergency Management Director at the earliest opportunity. Emergency Management understands that crews must physically assess the entire system before reporting on the complete extent of any disaster.
- City department heads and local utility companies with primary or secondary emergency functions will organize, assign, train, and exercise the key personnel in their respective agencies to effectively conduct emergency operations.

2. ORGANIZATION

ESF-12 is part of the Operations Section.

3. ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY PUBLIC WORKS

- Provide support for ESF 12;
- Assist with damage assessment for City utility connections.

MIDWEST CITY EMERGENCY MANAGEMENT

- Coordinate distribution of generators to sites where critical needs exist and restoration will be delayed

PUBLIC UTILITIES

Each type of utility will review their damaged areas and determine if outside resources are necessary.

- Oklahoma Gas and Electric
- Oklahoma Natural Gas
 - Have own mutual aid agreements and may provide assistance to municipal-owned gas systems.
- LP Gas. Emergency incidents shall be directed to the Liquefied Petroleum Gas Board, (405) 521-2458.

OKLAHOMA COUNTY EMERGENCY MANAGEMENT

Oklahoma County Emergency Management will provide assistance as requested.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

The Oklahoma Department of Emergency Management will activate the State EOC if necessary, and coordinate state-level resource requests and communications as needed.

THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

DEQ has primary responsibility to provide guidance and support to the response and recovery from hazardous material incidents (except as provided by the OCC) in accordance with state and federal regulations.

In the event of emergency incidents involving LP Gas (known as Propane), the LP Gas Administration will become the lead agency for this annex and will perform those responsibilities. In addition, the LP Gas Administration will assist with rerouting and redistribution of LP gas resources as required.

DIRECTION AND CONTROL

The administrative heads of supporting departments and agencies listed in this annex will direct all activities within their respective areas in connection with utility and energy restoration.

CONTINUITY OF OPERATIONS

- Lines of succession within each department are in accordance with the SOPs established by each department.
- Continuity of Operations for each department will be in accordance to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Midwest City Public Works Director, in collaboration with Public Utility partners, will review and update this annex annually, with any needed assistance from the Emergency Management Director.

The following table is not for public distribution.

Pipeline Operator ID & Name	Person to Contact	Contact Address	Phone / Fax / Email	Public Awareness URL
22610 - MAGELLAN PIPELINE COMPANY, LP	Bob Miller (Supervisor Real Estate Services)	One Williams Center OTC-8, Tulsa, OK 74172	Phone: (918) 574-7393 Fax: Email: Bob.Miller@magellanlp.com	
26085 - PLAINS MARKETING, L.P.	BRYAN FERGUSON (MGR GIS/DATA INTEGRATION)	333 CLAY STREET SUITE 1600, HOUSTON, TX 77002	Phone: (713) 646-4308 Fax: Email: bcferguson@paalp.com	
300 - PLAINS PIPELINE, L.P.	BRYAN FERGUSON (MGR GIS/DATA INTEGRATION)	333 CLAY STREET SUITE 1600, HOUSTON, TX 77002	Phone: (713) 646-4308 Fax: Email: bcferguson@paalp.com	
31684 - PHILLIPS 66 PIPELINE LLC	Todd Tullio (Manager, DOT Compliance)	2331 Citywest Blvd HQ-08-S820-05, Houston, TX 77043	Phone: (832) 765-1636 Fax: Email: Todd.L.Tullio@p66.com	https://www.phillips66pipeline.com/
31711 - SOUTHERN STAR CENTRAL GAS PIPELINE, INC	Jon Tabor (Leader, Integrity Management and PHMSA Compliance)	4700 Highway 56, Owensboro, KY 42301	Phone: (270) 852-4417 Fax: (270) 852-5016 Email: Jon.Tabor@southernstar.com	https://www.southernstar.com/safety/pipeline-safety/
99999 - ABANDONED	NPMS STAFF		Phone: (703) 317-6294 Fax: Email: npms@dot.gov	https://www.npms.phmsa.dot.gov/

Table 2. Pipeline Contacts. **NOT FOR PUBLIC DISTRIBUTION.**

ESF #13 LAW ENFORCEMENT



FEMA LIFELINES:	Safety and Security
COORDINATING DEPARTMENT:	MWC Police Department
SUPPORTING DEPARTMENTS:	MWC City Attorney MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Public Works
SUPPORTING PARTNERS:	Del City Police Department Nicoma Park Police Department Oklahoma City Police Department Edmond Police Department Spencer Police Department Office of the Attorney General Office of Inspector General Oklahoma Military Department
COUNTY COORDINATING AGENCY:	Oklahoma County Sheriff's Department
STATE COORDINATING AGENCY:	Oklahoma State Bureau of Investigation Oklahoma Department of Public Safety
FEDERAL COORDINATING AGENCY:	US Department of Justice- Federal Bureau of Investigation

PURPOSE

This Emergency Support Function (ESF) establishes responsibility for public safety and security during periods of natural or man-made emergencies within the City. Responsible agencies will prepare appropriate internal plans and Standard Operating Procedures (SOPs) to cover all phases of emergency management.

The Midwest City Police Department is the coordinating agency for this ESF. Emergency responders will always adhere to the following priorities: (1) Life Safety, (2) Incident Stabilization and (3) Property Conservation.

This ESF provide for an orderly flow of traffic in and around areas affected by emergencies, for the security of survivors and emergency workers, for operation of City jails and detention facilities during emergencies, and for the evacuation of residents and/or emergency workers as needed.

Understanding the importance of and identifying the locations of critical infrastructure is very important to being prepared; we must protect and/or replace them as necessary.

SITUATION AND ASSUMPTIONS

1. SITUATION

Emergency operations for law enforcement personnel are simply an expansion of their normal daily responsibilities. They include maintaining law and order, traffic, and crowd control. The Midwest City Police Department is the primary organization in this ESF.

2. ASSUMPTIONS

- The Midwest City Police Department will have the primary responsibility for coordination of law enforcement efforts within the boundaries of the City of Midwest City.
- Supporting agencies will provide assistance when mutual aid is requested.
- Assistance from state agencies, such as the Oklahoma Department of Public Safety, (DPS) Oklahoma State Bureau of Investigation (OSBI), Oklahoma Bureau of Narcotics (OBN), Department of Wildlife Conservation, Office of the State Attorney General, Alcoholic Beverage Law Enforcement Commission, Department of Agriculture, Food and Forestry, Oklahoma Tourism and Recreation Department, Department of Corrections, Fire Marshal, Oklahoma Department of Human Services, Office of Inspector General, and Oklahoma Military Department will be made available when requested through proper channels.
- The Oklahoma Office of Homeland Security will coordinate homeland security efforts with jurisdictions in the State of Oklahoma, including initiatives to prevent, reduce our vulnerability and prepare to respond and recover from any terrorist attacks.

CONCEPT OF OPERATIONS

When emergencies require implementation of this plan, the Chief of Police is responsible for maintenance of law and order, protection of lives and property, and control of traffic and search and rescue operations. He will serve as coordinator for all law enforcement agencies that provide assistance.

ACTIONS

1. MITIGATION AND PREPAREDNESS

Mitigation may include but are not limited to arranging for backup services, alternate means of communication, additional facility security, alternate highway routes, protection of facilities/stations with barriers/blockades, backup power, safety glass for windows or basic employee awareness of possible threats.

- Maintain mutual support agreements with other agencies and service organizations required to respond during times of emergencies;
- Evaluate state installations and public utilities and determine which will require protection. Update security plans accordingly;
- Maintain and update alert plan to ensure notification of off duty personnel;
- Review Traffic control plans for emergencies annually, with any needed assistance from the Emergency Management Director, and update as needed.
- Planning with ESF-13 supporting partners and other ESFs to refine law enforcement and security operations;
- Conducting training and exercises for law enforcement and supporting partners;
- Preparing and maintaining emergency SOPs/SOGs, resource inventories, personnel rosters, and resource mobilization information necessary for implementation of Lead agency responsibilities;
- Developing, coordinating, and presenting training courses for ESF-13 personnel;
- Developing protocols for frequently provided services;
- Maintaining liaison with support partners;
- Conducting vulnerability analyses at critical facilities and making recommendations to improve the physical security, resiliency and sustainability of those facilities;
- Developing and testing appropriate alert plans, both internal and external;
- Conducting all-hazards exercises with ESF-13 and partners

2. RESPONSE

ESF 13 shall send a coordinator to the EOC at the request of the Emergency Management Director to perform the following duties:

- Attend briefings and coordinate activities with other City, County, and State departments;
- Initiate internal notification and recall actions;
- Maintain logs of messages, activities, and costs incurred during response operations.

Activate appropriate traffic control, security and search and rescue operations plans.

Activate mutual support agreements as required.

Provide SITREPS to the EOC as requested

This situation analysis continues throughout the response and short-term recovery phase and should include the following:

- A general description of the situation as it pertains to ESF #13 and an analysis of the ESF's operational support requirements;
- A prioritized listing of significant actions that the ESF #13 will initiate to provide operational support;
- Initiate notification of the required personnel and support organizations to achieve the required level of response;
- Mobilize resources and coordinate response for approved mission assignments;
- Prepare electronic briefings on status of ESF #13 response operations;
- Prepare an ESF #13 After-Action Report (AAR) to identify lessons learned and improvements needed.

3. RECOVERY

- Return to normal operations as dictated by the situation.
- Demobilize personnel according to demobilization plan.
- Participate in compiling after-action reports and critiques.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

For planning, this annex incorporates the assets of all agencies that would normally have the capability to provide for law enforcement search and rescue, traffic or crowd control and public safety.

2. ORGANIZATION

The organizations responsible for providing law enforcement and related support services for emergency operations are:

1. Oklahoma County Sheriff's Office
2. Other local police and sheriff agencies
3. Department of Public Safety (Oklahoma Highway Patrol)
4. Office of the State Attorney General
5. Oklahoma State Bureau of Investigation
6. Alcoholic Beverage Laws Enforcement Commission
7. Oklahoma Military Department
8. Department of Agriculture, Food and Forestry
9. Oklahoma Tourism and Recreation Department
10. Wildlife Conservation Commission
11. Department of Corrections
12. Fire Marshal
13. Oklahoma Bureau of Narcotics
14. Oklahoma Department of Human Services, Office of Inspector General
15. Chief Medical Examiner
16. Department of Emergency Management
17. Oklahoma Office of Homeland Security

3. ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY POLICE DEPT.

- Exercise coordination and/or supervision of all traffic control, search and rescue operations; security operations, riot control operations and other law enforcement requirements within city limits;
- Prepare law enforcement plans such as traffic control, crowd control, and area and installation security;
- Designate key personnel to operate from the Emergency Operations Center.
- Monitor communications for warnings

- Provide security for key facilities; not listed for security reasons.
- Provide warnings to affected areas when localized flood conditions exist.
- Provide for the security, protection, and relocation of jail inmates.
- Prepare mutual support agreements with other agencies or departments who may render or request assistance.
- Maintain SOPs to ensure immediate response.

CITY ATTORNEY

- Provide a legal representative to the Emergency Operations Center as requested;
- Provide legal advice to the City Manager or Emergency Management Director Staff on the legality or interpretation of laws and regulations relative to disaster remedial or relief actions.

MIDWEST CITY PUBLIC WORKS

- Provide barricades and other traffic control devices as needed

OKLAHOMA COUNTY SHERIFF

- Coordinate all law enforcement in the county;
- Disseminate warnings throughout the county as needed;
- Coordinate relocation traffic control;
- Coordinate mutual aid agreements;
- Support emergency public safety activities;
- Provide for the security, protection, and relocation of inmates in county custody;
- Rural search and rescue operations outside the jurisdiction of Midwest City

63RD CST

The 63rd WMD Civil Support Team, available through the Military Department, is capable of detecting and identifying most biological, chemical and nuclear agents.

- The OKNG will retain an NGRF (National Guard Reaction Force), consisting of a Quick Reaction Force (QRF) which will on orders, Alert, Assemble, and Deploy within 4 hours and a Follow on Force (FOF), which will on orders, Alert, Assemble, and Deploy within 24 hours in order to prevent or respond to natural disasters, terrorist attacks or incidents in support of civil authorities within the borders of Oklahoma and/or the United States;
- Submit reports as required by the Emergency Management Director, Midwest City Police Department, and own local SOPs;
- Designate one representative to operate from the Emergency Operations Center;
- Maintain current SOP to be used in emergency operations.

The Oklahoma State Bureau of Investigation (OSBI) will be the primary State Coordinating Agency with the Federal Bureau of Investigation (FBI) to coordinate assistance as needed during a terrorist incident.

The Oklahoma Office of Homeland Security (OKOHS) is the primary point of contact for homeland security related issues at the state and local levels and has developed State Regional Weapons of Mass Destruction (WMD) and Hazardous Material Response Teams.

Each department and agency with responsibilities concerning national, state and/or community infrastructure should identify such infrastructure and take actions to mitigate the results of a possible act of terrorism on those capabilities.

CONTINUITY OF OPERATIONS

- The Midwest City Police Department, in coordination with all law enforcement agencies and law enforcement support agencies identified above will develop succession of leadership plans in support of emergency operations.
- Continuity of Operations for each department will be in accordance with Continuity of Operations Plan (COOP) developed and published by each department.

ADMINISTRATION

The Midwest City Police Chief will review and update this annex annually, with any needed assistance from the Emergency Management Director.

ESF #14 LONG TERM COMMUNITY RECOVERY & MITIGATION



- FEMA LIFELINES:** All
- COORDINATING DEPARTMENT:** Midwest City Emergency Management
- SUPPORTING DEPARTMENTS:** MWC Public Works
MWC Public Information
MWC Grants Management
MWC Parks and Recreation
MWC Communication and Marketing
- SUPPORTING PARTNERS:** American Red Cross
The Salvation Army
OKVOAD
Oklahoma Medical Reserve Corps
Midwest City Chamber of Commerce
Mid-Del Schools
Department of Mental Health and Substance Abuse Services
Midwest City Fire Marshal
Oklahoma Insurance Commission
Small Business Administration
Private Sector Partners
- COUNTY COORIDNATING AGENCY:** Oklahoma County Emergency Management
Oklahoma City-County Health
- STATE COORDINATING AGENCY:** Oklahoma Department of Emergency Management
- FEDERAL COORDINATING AGENCY:** US Department of Homeland Security

INTRODUCTION

This ESF is structured in two parts - Assistance Programs, and Recovery and Reconstruction

The primary focus of this ESF is:

- The establishment and location of Disaster Recovery Centers (DRCs).
- The collocation of all local and state agencies with roles in delivering disaster assistance or assisting survivors with disaster assistance problems at a single site.
- The collocation of all federal agencies with roles in delivering disaster assistance or assisting survivors with disaster assistance problems at a single site jointly with local and state relief agencies.
- The provision of assistance to state and local agencies for compiling damage and expense reports for submission to FEMA for reimbursement under the public assistance provisions of PL 93-288.
- The declaration of a state of emergency by the Mayor.
- The assessment of long-term economic impact of the disaster on the economy of the disaster area(s), and the subsequent development of plans for the restoration of the economic infrastructure therein.

The Midwest City Department of Emergency Management, acting under the authority of the Mayor and City Manager, will do everything in its power to insure rapid delivery of disaster assistance programs to the survivors in impacted areas.

PURPOSE

To provide for the delivery of local, state, and federal recovery assistance to survivors in areas of the state affected by a disaster.

To assist local communities with the development of long-range recovery and redevelopment plans following a disaster.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Many disasters have the potential to create extensive damage, both in terms of physical structures and bodily injuries and in terms of the economic impact on the affected area;
- The city must follow specific guidelines for requesting state and federal assistance in the aftermath of a major disaster. These guidelines are spelled out in PL 93-288, and various FEMA administrative regulations. Recovery operations generally fall into one of three broad categories: Public Assistance, Individual Assistance and Mitigation. The specifics of these programs are contained in the Oklahoma State Strategic Natural Hazard Mitigation Plan and separate Administrative Plans on file at the State EOC;
- State and federal assistance programs are available to assist individual survivors, businesses, and state and local governments and certain private non-profit organizations in dealing with the financial ramifications associated with major disasters.

2. ASSUMPTIONS

- There will continue to be small, non-Presidentially declared disasters that may create an economic hardship on our community;
- Grants and low interest loans will be available to assist local communities with recovery and reconstruction issues following a disaster in Oklahoma;

- The State of Oklahoma Public Assistance Program will, in some cases, provide funds to help local jurisdictions when damages are not severe or wide spread enough to warrant a Presidential declaration.

CONCEPT OF OPERATIONS

Following a disaster, many survivors may require assistance in addition to or in lieu of the assistance provided by their insurance carriers. The Federal government, and to a lesser extent the State government, has a wide variety of assistance programs to assist individual survivors of the disaster, as well as the various public and private entities that responded to or suffered damage as a result of the disaster. This process is outlined in the State Emergency Operations Plan.

ACTIONS

1. MITIGATION AND PREPAREDNESS

- Provide personnel with the appropriate training to participate in activities designed to increase the ability to respond and affect short and long-term recovery and mitigation strategies, thus reducing the impact of future events or disasters;
- Actively participate in the creation, review and regular update of the City's Hazard Mitigation Plan.
- Review and update disaster procedures related to ESF-14
- Participate in recovery based drills and exercises as appropriate.

2. RESPONSE

- Maintain direction and control of disaster response and recovery operations;
- Begin performing recovery functions as response continues.

3. RECOVERY

- Assess the social and economic impact to the jurisdiction and coordinate efforts to address short and long-term recovery issues;
- Continue recovery operations until all necessary actions have been completed. This may be long after the response concludes.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

Recovery is a whole-community process and requires input and assistance from everyone to be successful. Time and money spent developing mitigation, preparedness and response capabilities will pay dividends in shorter recovery times for our community.

2. ORGANIZATION

Emergency Management coordinates long-term recovery with assistance and support from all City departments and many community partners.

3. ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY EMERGENCY MANAGEMENT

- Compile damage assessment information and provide results to State EOC;
- Locate potential sites for DRCs in areas affected by the disaster and provide information to State EOC;
- Coordinate damage assessment activities at the local level;
- Arrange for use of buildings, facilities, equipment and supplies for DRCs and JFOs, and other needed sites during disaster recovery operations;
- Work with OKVOAD to coordinate the establishment of Long Term Recovery Committees.
- Compile financial records associated with response to the disaster for use in Federal reimbursement programs;
- Facilitate sharing of information and identification of issues among agencies and ESFs to minimize delays for survivors receiving assistance.

MIDWEST CITY GRANTS MANAGEMENT

- Administer the CDBG program and other grant/loan programs;
- Develop economic projections for disaster-affected communities;
- Assist Emergency Management with Public Assistance applications;
- Provide assistance to the community with redevelopment issues.

MIDWEST CITY PUBLIC WORKS

- Responsible for implementing the floodplain management policies associated with the National Flood Insurance Program.

MIDWEST CITY CHAMBER OF COMMERCE

- Provide assistance to the community in redeveloping tourism-based industries;
- Develop products for media outlets concerning the availability of tourist destinations in our community.

DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES.

- Develop and submit applications for immediate services and regular services crisis; counseling grants and other applicable grants as appropriate and as needed;
- Operate/over-see crisis counseling programs;
- Coordinate mental health, substance abuse, and domestic violence services to survivors of the disaster, first responders, and others as needed;
- Provide consultation and support to the Governor's office, Department of Emergency Management, and other agencies as needed regarding necessary mental health, substance abuse, and domestic violence services after a disaster;
- Develop, coordinate and/or provide relevant training curriculum to persons providing services to disaster survivors, first responders, and others.

OKVOAD

- Provide disaster assistance services to disaster survivors and relief workers.

WHOLE COMMUNITY PLANNING GROUP

MITIGATION, PREVENTION, AND PREPAREDNESS

- Meet regularly to ensure program/contact information are up to date, discuss lessons learned from incidents and exercises, and explore ways to leverage available resources.
- Coordinate development of strategies and plans to address key issues for disasters; These may include incident housing and permanent housing, contaminated debris management, decontamination and environmental restoration, restoration of public facilities/utilities and infrastructure, restoration of parks, recreational facilities, and long-term community recovery;
- Involve, as appropriate, state, local, federal government representatives, local planning and building science organizations, NGOs, and private-sector partners in pre-event planning.

RESPONSE

- Gather information to assess the scope and magnitude of social and economic impacts
- Develop an agency-specific plan to delineate specific agency participation to support specific community recovery and mitigation activities using pre-incident plans to the extent appropriate, and take actions to avoid duplication of assistance to recipients.
- Facilitate sharing of information and identification of issues among agencies and ESFs to coordinate early resolution of issues and the delivery of federal assistance to minimize delays for assistance recipients.
- Coordinate recommendations for long-term community recovery with appropriate state and/or federal departments
- Facilitate recovery decision-making among ESFs

RECOVERY

In the aftermath of a disaster affecting Midwest City, the Mayor and/or city Manager are responsible for making a determination of how the incident will affect the city's economy;

- The Midwest City Whole Community Planning Group will develop a plan of action relative to those economic impacts, and appoint a task force to oversee implementation of that plan.

ASSISTANCE PROGRAM ACTIVITIES

MIDWEST CITY EMERGENCY MANAGEMENT

- Develop plans and procedures for coordinating and providing respective disaster assistance activities (i.e., the administration of disaster assistance programs offered through the state or federal government, providing assistance to state or local agencies with respect to damage assessment activities, etc.);
- Develop policies and procedures for compiling damage assessment information concerning agency-owned/managed facilities;

- Develop procedures and policies concerning the assignment of personnel to DRCs when requested by OEM.

MIDWEST CITY CITY COUNCIL

Develop procedures and policies for coordinating with local officials the incorporation of mitigation strategies into new construction following a disaster.

RESPONSE AND RECOVERY

MIDWEST CITY EMERGENCY MANAGEMENT

- Attend briefings, coordinate activities with other participant organizations;
- Set up work area(s), report needs to the EOC Manager, and initiate response/recovery activities as dictated by the situation;
- Maintain logs of activities, messages, etc;
- Initiate internal notification/recall actions as appropriate;
- Deploy personnel and activate procedures for collecting and processing damage assessment information;
- Activate procedures for providing technical and regulatory assistance to state and local jurisdictions with respect to damage assessment, hazard mitigation, response, and recovery and reconstruction activities as dictated by disaster situation.
- Provide liaison to the State Hazard Mitigation Team and attend meetings as appropriate;
- Work towards the development of a strategy for dealing with the potential effects of disasters upon our community;
- Identify agencies/organizations in the private and public sector that could provide technical or financial assistance to the affected local communities.

MIDWEST CITY PUBLIC WORKS

- Implement the requirements of the National Flood Insurance Program.

MIDWEST CITY PUBLIC INFORMATION

- Provide public information services to news media and government officials, including DRC locations and service hours.

MIDWEST CITY MAYOR/CITY MANAGER'S OFFICE

- Receive briefings and situation reports from the MWCEM Director regarding scope of disaster; review preliminary damage assessment intelligence; and make decisions regarding any declarations necessary with respect to the disaster;
- Submit request to State Department of Emergency Management for Presidential disaster declaration.

OKVOAD

- Activate plans for each organization's individual and family assistance programs.
- Coordinate disaster assistance programs for individuals and families offered by OKVOAD, and all other non-governmental voluntary and charitable organizations through the DRC(s). In addition to OKVOAD agencies, DRC participants may include, but are not limited to:
 - Department of Housing and Urban Development

- Small Business Administration
- Farm Service Agency
- Internal Revenue Service
- Department of Veteran's Affairs
- Social Security Administration
- Department of Justice
- Oklahoma Department of Human Services
- Oklahoma Department of Employment Security
- Department of Mental Health and Substance Abuse Services
- Young Lawyer's Conference, Oklahoma
- Insurance Commission
- Oklahoma Department of Commerce

CONTINUITY OF GOVERNMENT

- Lines of succession to each department head will be according to the SOPs established by each department with a primary or secondary mission.
- Continuity of Operations for each department will be according to the Continuity of Operations Plan (COOP) developed and published by each department with a primary or secondary mission.

ADMINISTRATION

The Emergency Management Director will review and update this annex annually.

ESF #15 EXTERNAL AFFAIRS



FEMA LIFELINES:	Communications
COORDINATING DEPARTMENT:	MWC Communications and Marketing MWC Emergency Management
SUPPORTING DEPARTMENTS:	All City Departments
SUPPORTING PARTNERS:	All Community Partners
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management

PURPOSE

- The purpose of this annex is to provide and maintain operational consistency throughout the city in the area of emergency information, legislative and congressional affairs and community relations. With one shared philosophy and mission, Public Information Officers (PIOs) for State, County and Municipal entities will be able to provide information to our citizens in a responsive, well-managed manner during emergencies and disasters.
- For the purpose of this annex, PIOs will represent their own agency and speak about their agency's involvement in response and recovery operations in an event driven environment.
- This annex provides for public information, education, and media relations functions incorporating a Joint Information System (JIS) as the information source and Joint Information Center (JIC) operations, either from the State Emergency Operations Center (EOC), at a media center set up at the site of the incident, or a Joint Field Office, as the contact point for information delivery.
- In addition to the JIS and JIC, information may be provided to or from one or more disaster sites for information, education and media and public education through one or more of the following resources, cable channels and/or satellite uplink operations, special publications, radio feeds, special projects such as teleconferencing, as well as interagency photo and video documentation utilized as shared resources with agencies of government, and the media. The merits of each and/or all of these information gathering and delivery sources will be evaluated, based on need, and procedures to acquire and use each or all sources, used as applicable and necessary.
- Resource requirements, including staffing, equipment, office supplies, and office facilities required will be tailored to the type and magnitude of each specific disaster

and full, or partial activation of this plan will be addressed on a case-by-case basis. It is recommended that all Public Affairs elements be integrated into the JIS on a daily basis where possible. In the event of an emergency, disaster other entities should be added as the event demands. PIOs for all agencies participating in the disaster should be integrated into a JIC if one is established.

SITUATION AND ASSUMPTIONS

1. SITUATION

- During emergencies and disasters the public needs detailed information regarding protective actions which need to be taken to minimize the loss of life and property. The City of Midwest City will make every effort to provide timely, accurate emergency information through both conventional non-conventional news media sources. A community outreach program of public education for responding to, recovering from and mitigating hazards that pose a threat to a community to ensure necessary protective measures should be in place and work as foundation for emergency public information efforts.
- The City's Chief Communications Officer (CCO) will serve as the Public Information Officer for Incident Command unless otherwise indicated.

2. ASSUMPTIONS

An effective public information program which combines both education and emergency information will significantly reduce disaster casualties and property damage. It is recognized, however, that people are generally unconcerned about hazards until affected, despite educational programs. Thus, special emphasis must be placed on the effectiveness of the emergency information program at the policy-making level of government.

CONCEPT OF OPERATIONS

Upon activation, the PIO is responsible for providing the community with information on known or existing emergencies that affect Midwest City or the surrounding areas. Emergency public information includes such details as protective actions the public should take, such as sheltering or evacuation.

Should the situation warrant, Midwest City may activate a Joint Information Center (JIC) to include representatives from all involved jurisdictions and partners. All involved organizations will provide staff to help answer calls and coordinate media activities under the supervision of the Emergency management PIO. When implemented, periodic briefings and press releases will be coordinated through the JIC.

It is the PIO's responsibility to provide the public, via the news media, social media, and other outlets, accurate and timely information about emergency and disaster response and recovery operations. This will reduce or eliminate inaccurate information that may arise and ensure vital emergency and disaster information is delivered to the residents and businesses of Midwest City. It is critical that the PIO be the sole spokesperson for the City during emergencies, and that

all messages are coordinated through him/her and approved by the Incident Commander before distribution.

Personnel/staffing will be tailored to the needs of the situation. A functional organization will be established with responsibilities for ongoing activities. Participating PIOs may have duties assigned to fulfill the needs of the information collection and dissemination process. Assignments will be in addition to performing duties for their own agencies. PIOs participating in the JIC may perform additional functions as outlined in the JIC-SOP.

Office space, equipment and supplies, as appropriate to support the effort will be provided, either at the EOC, a site near the Incident Command Post, or at a Joint Field Office, as appropriate to the situation.

ACTIONS

Initial Actions for the Chief Communications Officer following the notification of an incident will be notification of the Mayor and/or City Manager to discuss involvement of PIOs from other affected agencies and through mutual agreement determine their level of involvement in JIS-JIC operations. During this phase, the PIO and all concerned agency PIOs will jointly craft news releases and determine input and release procedures for the JIS according to the needs of the emergency or disaster situation. As a part of this communication process, the JIS will function to serve our community and establish contact with media outlets necessary to reach those audiences.

The information collection and dissemination process will conform to the following phases of management.

1. MITIGATION AND PREPAREDNESS

- Conduct public awareness programs;
- Coordinate with public and private sector partners and the media.
- Conduct public education programs;
- Coordinate with PIOs from community partners and other jurisdictions, establish JIS
- Prepare external affairs plans and exercise those plans.

2. RESPONSE

- Release public information;
- Coordinate rumor control;
- Schedule news conferences and other events;
- Handle legislative inquiries.

3. RECOVERY

- Provide public information;
- Handle legislative inquiries;
- Provide community relations;
- Compile records of and document event;
- Assess effectiveness of information and educational programs.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITY

1. GENERAL

The Public Information Officer is responsible for all education and informational programs conducted to exercise this plan. He/she will coordinate with MWC Emergency Management to develop and implement these programs.

Lines of succession to Public information Officer will be in accordance with departmental SOPs.

2. ORGANIZATION

The Public Information Officer is a member of the Command Staff.

3. ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY OFFICE OF COMMUNICATIONS

- Create and maintain public confidence in emergency management through public awareness campaigns, presentations, information on the agency web site, and nondisaster news stories;
- Assist state agencies, local jurisdictions, private industry, and non-profit organizations with public information planning;
- Promote goodwill and cooperation among state and local news media that will ensure the accurate dissemination of emergency information;
- During emergency operations, the Public Information Officer has the primary responsibility for providing emergency public information and general situation information;
- Those departments and organizations not previously identified in this EOP are responsible for establishing their respective line of succession and the publication of their respective Continuity of Operations Plan (COOP).

CONTINUITY OF GOVERNMENT

The Public Information Officer must have at least two (2) trained backups available who have access to all City media accounts.

ADMINISTRATION

The Director of Communications and Marketing will review and update this annex annually, with any needed assistance from the Emergency Management Director.

ESF #16 DONATIONS & VOLUNTEER MANAGEMENT



FEMA LIFELINES:	Food, Water, Shelter; Health and Medical;
COORDINATING DEPARTMENT:	Midwest City Emergency Management
SUPPORTING DEPARTMENTS:	Midwest City Communications and Marketing, Midwest City Human Resources
SUPPORTING PARTNERS:	OKVOAD Donation and Volunteer Management Committee
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department (OKMRC)
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	FEMA

PURPOSE

- The purpose of this annex is to define the organization, operational concept, responsibilities and procedures to accomplish emergency donations management requirements.
- 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.
- This annex is applicable to all agencies, organizations, and personnel with donations management support function responsibilities.
- This annex outlines a donation management coordination program 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. It will be available in any local, state or federal disaster situation.

SITUATION AND ASSUMPTIONS

1. 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.

2. ASSUMPTIONS

- 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;
- Midwest City Emergency Management will be the lead agency for donation management and coordination of city resources. MWCEM will work with applicable government support and volunteer agencies (VOAD) who will form the Donations Coordination Teams (DCTs);
- That the DCT will coordinate with the MWC Chief Communications Officer for the timely release of information regarding the needs of survivors, agencies involved in disaster relief, acceptable donations, volunteers and readily available points of contact to ensure appropriate and essential donations management;
- Cash donations are the most desirable form of assistance. Monetary donations require little personnel to process. They can be used directly to relieve suffering, buy needed disaster items and assist the recovery of the affected economy;
- This management system applies to those undesignated donations, financial donations, in-kind goods and volunteers that are offered due to the declared local, state or federal emergencies and disasters.

CONCEPT OF OPERATIONS

- Providing the expedient, effective delivery of donated goods, services and volunteers to meet the needs of the affected area is of primary importance for all response and recovery operations. In all probability, the outpouring of goods and services will exceed the needs of local agencies and government. Due to this inequity, a local DCT comprised of voluntary agencies (VOAD) and state agencies will be activated to facilitate the delivery of donations based on assessed needs.
- The distribution of volunteers and donations will necessitate cooperation with other emergency support operations. Close coordination among relief center(s), staging areas, and federal and volunteer organizations and agencies will be essential for the Donation Coordination Team.
- The OK Department of Emergency Management and OKVOAD 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.
- Recovery activities will be the primary focus of most volunteer agencies. The team leader must assure close coordination among all groups within the Donations Coordination Team. The Coordination Group's role will be critical in matching goods, services and volunteers to needs.

ACTIONS

1. MITIGATION AND PREPAREDNESS

- Provide consistent public messaging:
 - Why cash donations are preferable after disasters;
 - Encouraging volunteers to affiliate with disaster-related organizations if they want to help after a disaster.
- Assist volunteer organizations with recruiting efforts
- Develop volunteer and donation management framework suitable for adaptation to any jurisdiction;
- Arrange for potential warehouse space and warehousing staff;
- Develop volunteer intake and training materials;
- Participate in training and exercises with emergency management partners for testing donations and volunteer management processes.

2. RESPONSE

- When requested, activate the volunteer registration portal and volunteer reception center as well as work order tracking system;
- Conduct volunteer intake, screening, and safety briefings;
- Secure warehouse space as needed;

3. RECOVERY

- Continue to operate work order tracking and volunteer assignment system as long as necessary;
- Document and sort all received donations, distribute according to accepted protocol.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

The OK Department of Emergency Management will oversee the donations management process according to the state Donation Coordination Team process outlined in the State Emergency Operations Plan

DONATIONS COORDINATION TEAM DEVELOPMENT

Team development requires the involvement of as many volunteer groups and social services agencies as possible. Voluntary Organizations Active in Disasters (VOADs) with national affiliations will be primary contact groups. The FEMA/OEM Volunteer Agency Coordinator and the FEMA/OEM 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.

The Donation Coordination Team will activate upon direction of the policy group within the Emergency Operations Center (EOC) or at the direction of the Emergency Management Director.

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.

Local and State Emergency Management will establish a coordination system with the Public Information Officers from all involved agencies and the Public Information Officer of OEM to ensure timely and appropriate dissemination of public information. Media statements must be coordinated and be non-conflicting.

The OK Department of Emergency Management will identify warehouse spaces available for donated goods, and secure agreements, if necessary, to use this space during disasters.

The OK Department of Emergency Management will identify staging areas (reception centers) for collection of donations in key areas, and will identify staffing and management of these centers.

State and Local Emergency Management will use the FEMA Donation Management course to train all volunteers and paid staff on the Donations Coordination Team. Training will 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.

VOLUNTEER MANAGEMENT

Volunteers in an emergency or disaster are used for many purposes other than Donations Management. Volunteers are managed during the response phase, in conjunction with the Oklahoma Department of Emergency Management, by the Oklahoma Volunteer Organizations Active in Disasters (OKVOAD). The OKVOAD Volunteer Management Framework (9/10/13) governs the management of volunteers and is a tool designed to maximize use of volunteers in any situation.

Midwest City Emergency Management will convene partners from the community to help provide the management of affiliated and unaffiliated volunteers, and the OKVOAD will support the local effort in multiple ways.

The Framework is composed of three major, distinct elements:

- a coordinated work order system;
- a digital volunteer registration portal; and
- plans for spontaneous, unaffiliated volunteer reception centers.

The Framework is necessary to maximize use of affiliated volunteers and ensure, in cases with large numbers of unaffiliated volunteers, all resources are in place to direct the correct volunteers to the greatest need.

If needed, the Oklahoma Department of Emergency Management will activate the MOU it has with the Texas Conservation Corps to provide volunteer management and tracking services.

2. ORGANIZATION

ESF-16 is often part of the Logistics Section, but may be placed under Planning by the IC.

3. RESPONSIBILITIES

MIDWEST CITY EMERGENCY MANAGEMENT

Midwest City Emergency Management will work with the OK Department of Emergency Management to assure essential information is updated annually, with any needed assistance from the Emergency Management Director.

The Midwest City Emergency Management Director currently chairs the OKVOAD Volunteer and Donations Management Committee.

OKVOAD VOLUNTEER AND DONATION MANAGEMENT COMMITTEE

Develop and update volunteer and donation management framework and annexes.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

The OK Department of Emergency Management will coordinate establishing and staffing a 1-800-Hotline and phone bank to receive calls of all donations of goods and services, and provide adequate personnel, phones, and space. The OK Department of Emergency Management will establish a standard operational policy regarding donations issues. Agencies involved in donations issues should participate in evaluation and monitoring of this policy. As cash donations are preferred, all agencies should agree on how solicitation of donations will be managed.

The OK Department of Emergency Management will establish a system to manage unsolicited goods and services.

The OK Department of Emergency Management will establish a computer database to track the donations from offer to acknowledgement of donation.

CONTINUITY OF OPERATIONS

Participating agencies will operate according to the own Continuity of Operations plans.

ADMINISTRATION

The Emergency Management Director will review and update this annex annually.

ESF #17 BUSINESS AND INFRASTRUCTURE



FEMA LIFELINES:	ALL
COORDINATING DEPARTMENT:	MWC Economic Development
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Grants Department MWC Information Technology MWC Public Works
SUPPORTING PARTNERS:	Midwest City Chamber of Commerce OKVOAD Agencies The Willard Group Walgreens Pharmacies
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Department of Homeland Security/Cybersecurity and Infrastructure Security (CISA)

PURPOSE

- The physical safety and economic security of the citizens, business and industry of Midwest City are issues of common concern to the public and private sectors. There are actions these entities can take to prepare for, respond to, and quickly recover from an impact to Midwest City's business and industry. These actions will minimize business interruption and ensure the City's economic engine remains strong.
- The purpose of Emergency Support Function #17 is to provide a framework for coordination and cooperation among public and private sector partners before, during and after disasters, emergencies or planned events in Midwest City. Close collaboration between public and private sector partners throughout all phases of emergency management improves community resilience and ensures effective use of resources during emergencies.

SITUATION AND ASSUMPTIONS

1. SITUATION

- The private sector plays a leading role in designing and executing the coordination functions and other priorities of private-public collaboration under ESF-17.
- The multi-sector nature of ESF-17 present unique opportunities for whole community integration throughout all phases of Emergency Management.
- The private sector includes for-profit and nonprofit organizations, formal and informal structures, commerce, and industries that comprise the national economy and are not part of a government structure. Nongovernmental organizations (NGO) are a distinct category of organizations within the private sector and can include voluntary, ethnic, faith-based, veteran-based, disability, relief agency, and animal welfare organizations, among others.

2. ASSUMPTIONS

- Incident response is locally executed, state managed, and federally supported;
- Public-private partnerships are critical to community resiliency;
- If local and state support assets are inadequate for meeting requests for assistance to stabilize community lifelines, states will forward requests to the Federal Government, consistent with the National Response Framework (NRF) and other sources of guidance.

CONCEPT OF OPERATIONS

- Cross-sector operations under ESF-17 follow the principle that incident response is locally executed, state managed, and federally supported. Local, state, tribal, territorial, and insular area governments typically have close collaborative relationships with critical infrastructure in their respective jurisdictions, such as with publicly-and privately-operated utilities. Increasingly, businesses and critical infrastructure sectors essential for maintaining and stabilizing community lifelines are represented at fusion centers and Emergency Operations Centers (EOC) operated by the government providing situational awareness to homeland security and emergency management officials.
- The Midwest City Chamber of Commerce represents the business community in our area. Collaborative relationships provide the foundation for coordinating cross-sector operations and enabling readiness through multi-sector planning and exercises that are supported, as appropriate, by Federal agencies.

ACTIONS

Actions for ESF-17 are divided into four phases: Mitigation, Preparedness, Response, and Recovery.

1. MITIGATION AND PREPAREDNESS

- Conduct public outreach and supports private-sector preparedness with “Storm-Ready Business” type program and other initiatives;
- Support deliberate planning by identifying critical nodes among infrastructure sectors.
- Analyzes the requirements for stabilizing lifelines and restoring critical supply chains and identifies critical options for emergency service restoration;

- Serves as the interface with businesses, industries, and critical infrastructure sectors not aligned to other ESFs;
- In collaboration with other ESFs, works to enable information sharing between the public and private sectors and to help ensure partner organizations have the information required to make informed incident-related decisions to promote resilient recovery;
- Collaborates with government coordinating structures, including other ESFs and RSFs, to share vital information about the status of critical infrastructure and commerce, response activities, and persistent vulnerabilities with national- and regional-level partners to foster shared situational awareness;
- Cooperate with Federal and State entities and continue to support sharing of information about physical and cyber threats, vulnerabilities, incidents, potential protective measures, and best practices.
- Develop strategies in coordination with MWCEM to incorporate private sector/business into ESF -17;
- Participate in local or State exercises or conduct an exercise to validate this Annex and supporting SOPs;
- Integrate NIMS principles in all aspects of planning for ESF -17;
- Maintain notification systems to support emergency/disaster response;
- Maintain a system to recognize credentials of associated agencies/personnel;
- Assist EOC planners with protection, response, restoration and recovery priorities, and plans for such private sector critical lifelines as:
 - Health and Medical
 - Food processing, distribution, and sale
 - Electrical power generation and distribution
 - Communications
 - Transportation
 - Banking
 - Insurance
 - Fuel
 - Building trades industry/forest products
 - Large building supply retailers
 - Hospitality and related service businesses
 - Light and heavy manufacturing and distribution

2. RESPONSE

- Assign and schedule sufficient personnel to cover an emergency activation for an extended period;
- Gather situational awareness and provide information on impacts, key events, status of Response, and the like, in particular:
 - Status of businesses (open, closed, damaged, etc.) in and around impacted area.
 - Status of key commodities at stores (and in transit) in and around impacted area.
 - Status and needs of survivors and communities as reported by the private sector.

- Significant issues that businesses are facing, particularly those for which the public sector can facilitate or expedite solutions, in particular issues relating to critical infrastructure or disruption to commodity supply chains.
- Assist, receive reports, and analyze private sector damage assessment information, e.g., insurance industry reports;
- Provide updates and briefings for personnel reporting for ESF-17 duty;
- Notify ESF-17 counterparts in the threatened or impacted areas;
- Generate information to be included in EOC briefings, situation reports, and/or action plans;
- Provide broad assessments of visitor volume in impacted destination sites;
- Coordinate with the Insurance Department for credentialing of adjusters;
- Monitor and report on business/industry specific response, recovery, and restoration teams;
- Assist EOC planners with developing protection and response priorities and plans for private sector critical lifelines and other economic/business sectors;
- Facilitate information sharing between government entities and private sector partners;
- Provide referrals to ESF-16 for offers of volunteers or need for volunteer assistance;
- Consult incident specific annexes for specialized actions;
- Support requests and directives resulting from a Governors State of Emergency Declaration and/or Presidential Disaster Declaration;
- Ensure ESF-17 Lead and Support Agencies document event related costs for any potential reimbursement;
- Evaluate the probability and period of the recovery phase for the event. Continue development of an After-Action Report.

3. RECOVERY

- Continue to coordinate activities and requests with partner ESFs;
- Coordinate with Oklahoma Insurance Department who will monitor the deployment/activities of insurance claims adjusters;
- In coordination with State and Federal government, the Oklahoma Insurance Department, assist in identifying and documenting economic and insurance impacts and losses;
- In case of a Small Business Administration (SBA) eligible disaster, assist in communicating eligibility criteria to affected businesses;
- Assist EOC planners with restoration and recovery priorities and plans for private sector critical lifelines and other economic and business sectors;
- Coordinate with business community members who need assistance, as well as the business community who can donate support;
- As requested, and as information is available, provide reports on impacts to affected businesses.
- Conduct business registration for post-disaster reentry as requested;
- Generate information to be included in EOC briefings, situation reports, and/or action plans.
- Participate in after-action meeting and any improvement plans.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

1. GENERAL

Businesses and infrastructure owners have primary responsibility for managing their individual systems in emergencies, and unequalled expertise to do so. ESF #17 supports growing efforts to enable collaboration among critical infrastructure sectors, and helps coordinate and sequence operations to mitigate cascading failures and risks.

The successful execution of cross-sector operations depends overwhelmingly on the resources possessed by infrastructure owners and operators and other commercial elements. Government agencies can support these partners in important ways by providing analytic products, conducting more traditional missions such as road clearing and debris removal, and through other means such as regulatory relief and synchronizing operational priorities. Ultimately, however, private companies and public utilities are responsible for identifying the capabilities needed to stabilize their systems, just as they have primary responsibility for conducting their own emergency operations when incidents occur.

2. ORGANIZATION

ESF-17 is a cross-sector ESF and coordinates across all of the other ESFs during each phase of emergency management.

3. RESPONSIBILITIES

All public sector partners share responsibility for ESF-17 functions in collaboration with ESF-5 (Emergency Management).

CONTINUITY

- Businesses should appoint and train at least 3 personnel for every critical position.
- Businesses must identify critical functions and develop plans to continue those functions regardless of resource availability.

ADMINISTRATION

The Economic Development Director will review and update this annex annually, with any needed assistance from the Emergency Management Director.

HAZARD SPECIFIC ANNEXES



PURPOSE

The purpose of these Hazard specific annexes is to focus on special planning needs generated by individual incidents. They do not duplicate information in the Basic Plan or Emergency Support Function Annexes, other than to supply reference material.

Hazard specific annexes contain unique and regulatory planning details as well as essential operational actions. These annexes follow the same format as the other sections of the Emergency Operations Plan.

ACTIONS

The actions listed below are common to all-hazards. Hazard specific actions are listed in each annex.

1. MITIGATION AND PREPAREDNESS

- Review and update emergency procedures;
- Identify potential hazards and their impacts as indicated in the Hazard-Risk Analysis and seek applicable resources;
- Prepare and maintain current list of personnel, equipment and their locations needed to carry out their respective responsibilities;
- Ensure administrative and accounting procedures are in place to document actions taken and all costs incurred during emergency operations;
- Participate in emergency exercises.

2. RESPONSE AND RECOVERY

- Respond uphill, upwind, and upstream of the incident
- Ongoing communication with representative of the facility where release occurred
- Timely, accurate messaging to population in the affected area
- Capture cost data in accordance with NIMS and ICS;
- Participate in compiling after-action reports and critiques;
- Revise emergency plans using lessons learned;
- Assist in acquisition of federal recovery and mitigation dollars.

3. OBJECTIVES

Potential incident management objectives that will be common to most incidents, and remain ongoing throughout:

- Protect the life and safety of all first responders and city residents.

City of Midwest City Emergency Operations Plan

- Provide for the protection of critical facilities and city workforce throughout the incident
- Provide current, accurate, and consistent public information in a timely manner; provide regular updates via social media and city website.
- Monitor and communicate changing weather and fire weather conditions
- Work collaboratively with all stakeholders throughout the incident.
- Maintain accurate records of all resources used during the incident.

4. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

Duties and responsibilities are as assigned in the Basic Plan and Emergency Support Function annexes.

ANNEX DEVELOPMENT AND MAINTENANCE

The Emergency Manager will develop these annexes, and review and update as needed with input and assistance from the Whole Community Planning Group.

CIVIL UNREST

FEMA LIFELINES:	ENERGY, FOOD, WATER, SHELTER, HEALTH and MEDICAL, TRANSPORTATION
LEAD AGENCY/DEPARTMENT:	MWC Police Department
Supporting CITY Departments:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire Department MWC Public Works
SUPPORTING PARTNERS:	Oklahoma County Sheriff's Office Saints Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a civil unrest event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- There have been incidents of Civil Unrest in recent history in our area
- Some protests have lasted multiple days
- Protesters may disrupt critical city services by damaging facilities
- The effects of civil unrest may be direct or indirect

2. ASSUMPTIONS

- The Midwest City Police Department maintains respectful working relationships with special interest groups in the community. This may have helped keep protests in our city peaceful in the past
- Civil Unrest may occur at any time in response to events anywhere in the world
- Social media posts contribute to the development of civil unrest throughout the country and world when initial incidents are localized – rumor control will be critical

CONCEPT OF OPERATIONS

1. GENERAL

Civil unrest is any domestic situation such as a demonstration, strike, riot, or public panic that has the potential of causing casualties and/or major property damage and requires intervention to maintain public safety. Civil unrest typically occurs in response to political or social events occurring here or elsewhere in the world.

2. HAZARD SPECIFIC DEFINITIONS

- **Casualty** – a person or thing badly affected by an event or situation
- **Civil Unrest** – gathering of three or more people, typically in reaction to an event, with the intention of causing public disturbance in violation of the law
- **Disturbance** – breakdown of peaceful and law-abiding behavior
- **Riot** – violent disturbance of the peace by a crowd

3. INITIAL RESPONSE

Initial concerns in the event of civil unrest are:

- Personal safety
- Protection of city facilities and assets
- Incident stabilization

4. POTENTIAL INCIDENT-SPECIFIC OBJECTIVES

- Protect the rights of people to peacefully assemble, demonstrate, protest, or rally
- Provide public safety to people working in or passing through the area
- Identify and monitor potential contributors to and perpetrators of violent acts
- Establish a JIC including all involved jurisdictions to provide consistent messaging and rumor control

5. HAZARD SPECIFIC VULNERABILITIES

Anyone residing or working in the protest area is vulnerable if the situation becomes violent. Even if protesters remain calm, traffic and regular workflow may be interrupted.

6. MESSAGING

- Immediate protective actions
- Areas to avoid
- Rumor control

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Expand Whole Community Planning Group to include underrepresented groups
- Review insurance coverage to ensure proper limits and terms are included
- Maintain active awareness of protests and movements in the area
- Harden critical facilities with walls, fences, and restricted areas
- Effective de-escalation training for all Public Safety personnel
- Continually monitor and analyze social media accounts related to potential protest activities
- Develop and enforce employee social media policy
- Maintain and test emergency communications equipment
- Develop and exercise communication, evacuation, and relocation plan for critical city services

2. RESPONSE AND RECOVERY

- Enhance monitoring of large crowds
- Implement emergency communications for employees to receive updates
- Implement employee security measures regarding wearing uniforms, commute routes, etc.
- Establish security perimeter and staff as needed
- Debrief, interviews and written reports for all personnel
- Conduct damage assessments as quickly as possible
- Be sure to preserve evidence of any criminal activity
- Repair and/or replace damaged/destroyed facilities and equipment
- Use lessons learned for enhanced mitigation
- Provide mental health support/services as needed

REFERENCES

<https://www.securitymagazine.com/articles/88297-when-critical-infrastructure-encounters-civil-unrest>

EARTHQUAKE



FEMA LIFELINES:	ENERGY, FOOD, WATER, SHELTER, HAZARDOUS MATERIALS, HEALTH and MEDICAL TRANSPORTATION
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
Supporting CITY Departments:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	Oklahoma County Sheriff's Office Oklahoma National Guard Saints Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Homeland Security
FEDERAL COORDINATING AGENCY:	Department of Homeland Security

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from an earthquake affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Midwest City does not generally experience major earthquakes, but they do occasionally happen; buildings here are not typically designed to withstand them
- According to the United States Geological Survey, Oklahoma experienced 6 earthquakes of magnitude 4 or higher between 2010 and 2017
- The number and size of earthquakes in Oklahoma has decreased since 2018

City of Midwest City Emergency Operations Plan

- Central Oklahoma did experience the effects of an earthquake registering 4.5 on Monday, January 31, 2022. The epicenter was just south of the Oklahoma-Kansas border in Central Oklahoma. The area also experienced an aftershock of 2.6 that same day.

2. ASSUMPTIONS

- Based on history and location, Oklahoma County is unlikely to experience frequent major earthquakes in the future
- The decrease in seismic activity in Oklahoma may be due to efforts by state regulators and the oil industry to control wastewater injection
- The greatest concern for a significant earthquake is from the Meers Fault near Lawton in Comanche County. The probability of a significant event from the Meers Fault is still under debate

CONCEPT OF OPERATIONS

1. GENERAL

An earthquake is the sudden movement of the Earth's crust at a fault line. Earthquakes can range in size from those that are so weak that they cannot be felt to those violent enough to propel objects and people into the air, and wreak destruction across entire cities. The seismicity, or seismic activity, of an area is the frequency, type, and size of earthquakes experienced over a particular time period. The word tremor is also used for non-earthquake seismic rumbling.

2. HAZARD SPECIFIC DEFINITIONS

- **Aftershocks** - Aftershocks are earthquakes that follow the largest shock of an earthquake sequence. They are smaller than the mainshock and within 1-2 rupture lengths distance from the mainshock. Aftershocks can continue over a period of weeks, months, or years. In general, the larger the mainshock, the larger and more numerous the aftershocks, and the longer they will continue.
- **Earthquake** - Earthquake is a term used to describe both sudden slip on a fault, and the resulting ground shaking and radiated seismic energy caused by the slip, or by volcanic or magmatic activity, or other sudden stress changes in the earth.
- **Epicenter** - The epicenter is the point on the earth's surface vertically above the hypocenter (or focus), point in the crust where a seismic rupture begins.
- **Fault** - A fault is a fracture along which the blocks of crust on either side have moved relative to one another parallel to the fracture.
- **Magnitude** - The magnitude is a number that characterizes the relative size of an earthquake. Magnitude is based on measurement of the maximum motion recorded by a seismograph
- **Plate Tectonics** - Plate Tectonics is the theory supported by a wide range of evidence that considers the earth's crust and upper mantle to be composed of several large, thin, relatively rigid plates that move relative to one another. Slip on faults that define the plate boundaries commonly results in earthquakes.

- **Richter Scale** - The Richter magnitude scale was developed in 1935 by Charles F. Richter of the California Institute of Technology as a mathematical device to compare the size of earthquakes. The magnitude of an earthquake is determined from the logarithm of the amplitude of waves recorded by seismographs. Adjustments are included for the variation in the distance between the various seismographs and the epicenter of the earthquakes. On the Richter Scale, magnitude is expressed in whole numbers and decimal fractions. For example, a magnitude 5.3 might be computed for a moderate earthquake, and a strong earthquake might be rated as magnitude 6.3. Because of the logarithmic basis of the scale, each whole number increase in magnitude represents a tenfold increase in measured amplitude; as an estimate of energy, each whole number step in the magnitude scale corresponds to the release of about 31 times more energy than the amount associated with the preceding whole number value.
- **Seismic Zone** - A seismic zone is an area of seismicity probably sharing a common cause. Example: "The New Madrid Seismic Zone."
- **Seismology** - Seismology is the study of earthquakes and the structure of the earth, by both naturally and artificially generated seismic waves.
- **Tectonic** - Tectonic refers to rock-deforming processes and resulting structures that occur over large sections of the lithosphere.

3. INITIAL RESPONSE

Initial concerns in the event of an earthquake are:

- How many people are injured/killed?
- Where was the epicenter of the quake?
- What infrastructure is damaged or destroyed?
- Should we expect aftershocks?

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Identify and secure any ruptured gas and water lines
- Identify and mitigate any hazardous materials releases
- Evacuate unsafe structures as determined by City Engineer
- Create and enforce a secure perimeter around any unstable structures

5. HAZARD SPECIFIC VULNERABILITIES

Everyone is vulnerable to earthquakes; they occur without warning, and can affect areas a great distance from the epicenter. The extent of damage depends on the density of the population, as well as the soil type and the quality of the construction and age of homes in the area. Some places may be more vulnerable than others due to older construction and/or less prescriptive building codes.

6. MESSAGING

- Immediate protective actions
- Messages regarding changes to services due to damaged facilities
- Messaging regarding expected aftershocks

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION AND PREPAREDNESS

- Install and maintain alternate power sources for critical city facilities
- Secure heavy furniture and fixtures to wall studs to prevent falling
- Plan storage of heavy objects in a way that prevents them falling on individuals taking shelter
- Plan ahead for response to an earthquake, exercise your plan – participate in the Great ShakeOut
- How will employees evacuate if a building is damaged?
- Relocation / accountability
- How will critical facilities function in the event of an extended power outage?

2. RESPONSE AND RECOVERY

- Provide area for family reunification
- Remove debris
- Repair or replace damaged facilities and equipment
- Provide mental health support as needed

REFERENCES

- Oklahoma County Hazard Mitigation Plan
- https://earthquake.usgs.gov/cfusion/external_grants/reports/G16AP00142.pdf
- https://www.searchanddiscovery.com/pdfz/documents/2016/51239cullen/ndx_cullen.pdf.html

FLOOD



FEMA LIFELINES: COMMUNICATION, ENERGY, FOOD, WATER, SHELTER, HAZARDOUS MATERIALS HEALTH AND MEDICAL, TRANSPORTATION

LEAD AGENCY/DEPARTMENT: MWC Emergency Management

SUPPORTING CITY DEPARTMENTS: MWC Communications and Marketing
MWC Emergency Communications
MWC Fire
MWC Police Department
MWC Public Information
MWC Public Works

SUPPORTING PARTNERS: Mid-Del Schools
Oklahoma Gas & Electric
Oklahoma Natural Gas
Oklahoma National Guard
Saints Midwest EMS
US Army Corps of Engineers

COUNTY COORDINATING AGENCY: Oklahoma County Emergency Management

STATE COORDINATING AGENCY: Oklahoma State Department of Emergency Management

FEDERAL COORDINATING AGENCY: Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a flooding event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Oklahoma County has some history of significant flood events
- Midwest City has experienced damaging flooding as recently as 2019
- Midwest City has had significant repetitive loss claims since 2011
- Low-lying areas of the city are subject to periodic flooding caused by overflow of Crutchko, Soldier, and Silver Creeks. Most flooding occurs upstream from roadways that restrict the flow.

2. ASSUMPTIONS

- Oklahoma County will likely experience the direct and indirect effects of flooding annually
- Evidence points to increasing frequency and intensity of heavy rainfall events over the 21st century, which increases the chance of flooding
- Urban expansion and future development in floodplains could increase the severity of flooding in the city.

CONCEPT OF OPERATIONS

1. GENERAL

Not only is flooding one of the most common and costly disasters, flood risk can also change over time because of new building and development, weather patterns and other factors.

2. HAZARD SPECIFIC DEFINITIONS

- **Base Flood Elevation** - The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.
- **Five-hundred year flood** – flood that statistically has a 0.2% chance of occurring in any given year
- **Flood** - an overflowing of a large amount of water beyond its normal confines, especially over what is normally dry land
- **Floodplain** - Any land area susceptible to being inundated by floodwaters from any source.
- **One-hundred year flood** - flood that statistically has a 1% chance of occurring in any given year
- **Repetitive loss property**- properties for which two or more losses of at least \$1,000 each were paid under the National Flood Insurance Program within any 10-year period since 1978

3. INITIAL RESPONSE

Initial concerns in the event of a flood are:

- Injuries and trapped persons
- Ruptured natural gas lines

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Relocate critical functions located in flooded areas
- Assess and provide necessary repairs to water and wastewater facilities
- Identify and secure flooded roads until water recedes
- Provide safe drinking water to residents if needed
- Collect and dispose of any animal carcasses in flood waters

5. HAZARD SPECIFIC VULNERABILITIES

- Living in flood-prone areas
- Landscaping/land use that promotes rather than restricts flooding

6. MESSAGING

- Reminding residents to stay out of floodwaters: Turn Around, Don't Drown
- Any relevant evacuation or traffic rerouting information
- Flood Watch vs. Warning

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Identify and adopt continuity plans for businesses and government
- Utilize zoning regulations and building codes to prevent future flood losses
- Create a City communications plan
- Stage flood controls supplies near flood-prone areas when heavy rains are expected

2. RESPONSE AND RECOVERY

- Search and rescue in destroyed or damaged buildings
- Coordinate with utilities
- Fire suppression where needed
- Traffic control and redirection where roads are blocked or damaged
- Design recovery and redevelopment activities to reduce or eliminate future flood hazards

REFERENCES

<https://www.fema.gov/flood-insurance/terminology-index>

HAIL



FEMA LIFELINES:	COMMUNICATION, ENERGY, FOOD, WATER, SHELTER, HEALTH and MEDICAL, TRANSPORTATION
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard Saints Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a hail event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

Oklahoma County experienced 106 hail events 2.0" or greater in diameter between April 30, 1950, and May 1, 2018

2. ASSUMPTIONS

Based on historical events, it is likely that Oklahoma County will experience two hail events over 1.5" each year, and less than one severe hail event of 2" or greater

CONCEPT OF OPERATIONS

1. GENERAL

Hailstones form when raindrops are carried upward by thunderstorm updrafts into extremely cold areas of the atmosphere and freeze. Hailstones then grow by colliding with liquid water drops that freeze onto the hailstone's surface. Hail falls when it becomes heavy enough to overcome the strength of the thunderstorm updraft and is pulled toward the earth by gravity. Hail size is estimated by comparing it to a known object such as a golf ball or grapefruit.

2. HAZARD SPECIFIC DEFINITIONS

- **Hail** - Hail is a form of precipitation consisting of solid ice that forms inside thunderstorm updrafts
- **Hail Core** – the area within a thunderstorm where hail is forming
- **Hail Spike** – A spike shaped image that appears below a supercell thunderstorm on radar. Also called a three body scatter spike, it indicates that large hail is present in a thunderstorm, but it is actually an erroneous return of weak energy back to the radar
- **Hailstone** – An individual piece of hail

3. INITIAL RESPONSE

Initial concerns in the event of a hail event are:

- Injured persons
- Power Outages
- Property Damage that leaves homes unlivable

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

Identify and secure any structures rendered unsafe

5. HAZARD SPECIFIC VULNERABILITIES

Anyone located outdoors – moving indoors immediately reduces risk to all

6. MESSAGING

- Timely weather information and warning
- Contractor permitting requirements afterwards

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific

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skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Fortify roofing, build with resistant materials
- Park vehicles under cover when hail is in the forecast
- Provide timely weather information

2. RESPONSE AND RECOVERY

- Search and rescue in destroyed or damaged buildings
- Coordinating with utilities
- Fire suppression where needed
- Traffic control and redirection where roads are blocked or damaged
- Conduct damage assessments within 12 hours of event

REFERENCES

National Severe Storms Laboratory - <https://nssl.noaa.gov/education/svrwx101/hail/>

HAZARDOUS MATERIALS RELEASE



FEMA LIFELINES:	ENERGY, FOOD, WATER, SHELTER, HAZARDOUS MATERIALS HEALTH and MEDICAL, TRANSPORTATION
LEAD AGENCY/DEPARTMENT:	MWC Fire
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	Mid-Del Schools Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard Saints Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a Hazardous Materials event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Multiple companies store and utilize hazardous materials within Midwest City limits on a daily basis
- Midwest City is adjacent to Tinker Air Force Base, which also has hazardous materials in use
- Midwest City is also adjacent to Interstate 40, which has semi-truck traffic carrying hazardous materials throughout the day

2. ASSUMPTIONS

A hazardous material release is possible at any time, either accidental or intentional

CONCEPT OF OPERATIONS

1. GENERAL

A hazardous materials release is the improper leak, spillage, discharge, or disposal of hazardous materials or substances such as explosives, toxic chemicals, and radioactive materials. It poses a significant threat to human health and safety, property, and the surrounding environment. HazMat related incidents might include accidental spills and intentional acts of criminality or terrorism.

2. HAZARD SPECIFIC DEFINITIONS

Buddy system - a system of organizing employees into work groups in such a manner that each employee of the work group is designated to be observed by at least one other employee in the work group. The purpose of the buddy system is to provide rapid assistance to employees in the event of an emergency.

Clean-up operation - an operation where hazardous substances are removed, contained, incinerated, neutralized, stabilized, cleared-up, or in any other manner processed or handled with the ultimate goal of making the site safer for people or the environment.

Decontamination - means the removal of hazardous substances from employees and their equipment to the extent necessary to preclude the occurrence of foreseeable adverse health effects.

Hazardous substance -any substance designated or listed under (A) through (D) of this definition, exposure to which results or may result in adverse effects on the health or safety of employees:

[A] Any substance defined under section 103(14) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (42 U.S.C. 9601).

[B] Any biologic agent and other disease causing agent which after release into the environment and upon exposure, ingestion, inhalation, or assimilation into any person, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation,

City of Midwest City Emergency Operations Plan

physiological malfunctions (including malfunctions in reproduction) or physical deformations in such persons or their offspring.

[C] Any substance listed by the U.S. Department of Transportation as hazardous materials under 49 CFR 172.101 and appendices; and

[D] Hazardous waste as herein defined.

3. INITIAL RESPONSE

- Initial concerns in the event of a hazardous materials release are:
- Determining what was released, and how much
- Wind speed and direction, evacuation distance
- Messaging to the population in the affected area
- Appropriate PPE for responders

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Identify material released and potential health/property risks
- Determine affected area and evacuation plan
- Provide accurate, timely messaging to residents and businesses in the affected area
- Identify and secure site of release and necessary perimeter

5. HAZARD SPECIFIC VULNERABILITIES

- Respiratory compromise
- Difficulty evacuating quickly
- Unable to understand messages due to language barrier or access and functional needs
- Political or racial similarities to groups suspected of committing the acts of terrorism

6. MESSAGING

- Immediate protective actions – including pets and livestock
- Evacuation information
- Reunification information

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Develop relationships with companies, engage in whole community planning
- Participate in emergency exercises, including decontamination

2. RESPONSE AND RECOVERY

- Respond/establish Command Post uphill, upwind, and upstream of the incident
- Ensure all response personnel have and use appropriate PPE
- Ongoing communication with representative of the facility where release occurred
- Timely, accurate messaging to population in the affected area
- Any needed medical follow up and monitoring

REFERENCES

Department of Homeland Security Hazardous Materials Release Resource page -
<https://www.dhs.gov/hazardous-materials-release>

HUMAN PANDEMIC



FEMA LIFELINES:	HEALTH and MEDICAL
LEAD AGENCY/DEPARTMENT:	Oklahoma City-County Health Department
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	Valu-Med Pharmacy Walgreens Pharmacy
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Health
FEDERAL COORDINATING AGENCY:	Centers for Disease Control Department of Health and Human Services

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a human pandemic affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- A pandemic may be caused by a number of different pathogens
- Seasonal influenza will occur annually; however, an influenza pandemic is unpredictable and may occur with little warning.
- Depending on the virus strain, approximately 30-50% of the population will be affected.
- The anticipated fatality rate may be significant.

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- It will last approximately 10-15 weeks.
- All levels of government, some schools, private businesses and other institutions may close or suspend operations.
- Public information will be critical.
- The capabilities of the health services (hospitals, clinics, doctors, EMS, pharmacies, etc.) will be stretched to the limit.

2. ASSUMPTIONS

- A human pandemic, although initially affecting public health, can have far-reaching effects on the community including educational, economic, and political changes
- The number of hospitalizations and deaths will depend on the virulence of the pandemic virus.
- Rates of absenteeism will depend on the severity of the pandemic

CONCEPT OF OPERATIONS

1. GENERAL

- In the United States alone, 45, 000 flights and 2,900,000 passengers fly every day. Internationally, the number of flights is closer to 100,000, and the number of passengers close to 6,000,000. With that many people traveling all over the world, it's easy to see why a localized virus outbreak can quickly become a global pandemic.
- A pandemic occurs when a disease spreads over a large region, for instance multiple continents or even worldwide, affecting a substantial number of individuals.
- If affected, the City of Midwest City will monitor the severity of the pandemic and establish continuity activation protocols to address the unique nature of the pandemic threat.

2. HAZARD SPECIFIC DEFINITIONS

- **Communicable** - able to be transmitted from one sufferer to another; contagious
- **Infectious**- likely to be transmitted to people, organisms, etc., through the environment.
- **Influenza** – an infectious disease caused by the influenza virus, “the flu”
- **Pandemic** – a widespread occurrence of an infectious disease over a whole country or the world at a particular time.
- **Virus**- an infective agent that typically consists of a nucleic acid molecule in a protein coat, is too small to be seen by light microscopy, and is able to multiply only within the living cells of a host.

3. INITIAL RESPONSE

Initial concerns in the event of a pandemic are:

- Implementing infection control measures immediately
- Protecting the most vulnerable in the community

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Provide consistent and accurate public information throughout the incident
- Provide first responders with adequate PPE for every shift

5. HAZARD SPECIFIC VULNERABILITIES

- Medical comorbidities
- Aged over 65

6. MESSAGING

- Information about the disease and how to control its spread
- Information about where and how to obtain vaccinations
- Any change in status or alerts issued by the CDC or a state health agency.
- School and university closures.
- Significant business closures.
- Essential service departments that approach a critical “stop work” manning situation.
- Infection rates and related deaths in community, Local hospital capacity and status.

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Enter into an MOU with City/County Health Department or other health service providers as applicable.
- Review personnel policies to ensure all necessary policies are current and applicable.
- Cross-train staff to ensure no critical positions are fillable by one person only.
- Educate staff and citizens on proper health issue avoidance techniques.
- Stock up on health and PPE items, and emergency preparedness items.

2. RESPONSE AND RECOVERY

- Implement teleworking situations (home or offsite work locations).
- Review emergency staffing and scheduling procedures.
- Stagger shifts to minimize exposure and cross-contamination.
- Facilitate the administration of vaccines according to CDC and/or other recommendations and guidelines.
- Consider providing psycho-social support to city staff and family members.

REFERENCES

<https://www.faa.gov/air-traffic/by-the-numbers/>

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

LIGHTNING



FEMA LIFELINES: COMMUNICATION, ENERGY, HEALTH and MEDICAL, SAFETY AND SECURITY

LEAD AGENCY/DEPARTMENT: MWC Emergency Management

SUPPORTING CITY DEPARTMENTS: MWC Communications and Marketing
MWC Emergency Communications
MWC Fire
MWC Police Department
MWC Public Information
MWC Public Works

SUPPORTING PARTNERS: Oklahoma Gas & Electric
Oklahoma Natural Gas
Oklahoma National Guard
Saints Midwest EMS

COUNTY COORDINATING AGENCY: Oklahoma County Emergency Management

STATE COORDINATING AGENCY: Oklahoma State Department of Emergency Management

FEDERAL COORDINATING AGENCY: Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a lightning event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- If you encounter someone who has been struck by lightning, it is safe to touch them to render first aid.
- Lightning strikes the United States about 25 million times per year
- Lightning kills about 20-50 people per year and injures hundreds
- Oklahoma is #4 in the nation in lightning strikes in 2021, with 9,940,752 In 2020, Oklahoma was #3
- Oklahoma is #5 in total lightning density at 54.91. In 2020, Oklahoma was #2.

2. ASSUMPTIONS

- Given the history of occurrence for lightning events in Oklahoma, it is highly likely that Midwest City will experience direct and indirect impacts from these events in the future
- Lightning events may have secondary impacts such as infrastructure deterioration or failure, utility failures, power outages, and fires

CONCEPT OF OPERATIONS

1. GENERAL

- Lightning can occur between opposite charges within the thunderstorm cloud (intra-cloud lightning) or between opposite charges in the cloud and on the ground (cloud-to-ground lightning).
- Lightning is hotter than the surface of the sun. It can reach temperatures of 50,000 degrees Fahrenheit.
- Lightning is one of the oldest observed natural phenomena on earth. It can be seen in volcanic eruptions, extremely intense forest fires, surface nuclear detonations, heavy snowstorms, in large hurricanes, and obviously, thunderstorms.
- It is lightning that causes thunder, which is why we count after seeing lightning to estimate how far away the storm is.

2. HAZARD SPECIFIC DEFINITIONS

- **Charge** – the property of matter that is responsible for electrical phenomena, existing in a positive or negative form
- **Lightning** – a spark of electricity in the atmosphere between clouds, the air, or the ground

3. INITIAL RESPONSE

Initial concerns in the event of a lightning strike are:

- Injured persons
- Ruptured natural gas lines
- Fire ignition and Utility failure

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Treat any casualties
- Establish secure perimeter around any damaged utility lines
- Provide fire suppression as needed

5. HAZARD SPECIFIC VULNERABILITIES

- Anyone who is outside. The State Hazard Mitigation Plan lists the following locations as more vulnerable:
 - In water
 - Under a tree
 - On the Phone
 - Out in the open
 - On a ball field
 - Golfing
 - Boating
 - Operating heavy equipment
 - Camping
 - Close to antennas, towers, or transmitters

Going inside immediately reduces the threat; however being indoors does not completely protect someone from lightning. Lightning will travel through electrical wiring and plumbing, so the National Weather Service recommends not using corded phones, electrical appliances, or taking a bath or shower during a storm.

6. MESSAGING

- When Thunder Roars, Go Indoors!
- Share facts about lightning vs. common myths

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Adopt rigorous building codes that provide for lightning resistant construction
- Identify and adopt continuity plans for businesses and government
- Have a plan to postpone outdoor activities in the event of lightning
- Don't wait too long to take shelter

2. RESPONSE AND RECOVERY

- Treat and transport all casualties
- Search and rescue in destroyed or damaged buildings

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- Coordinating with utilities
- Fire suppression where needed
- Traffic control and redirection where roads are blocked or damaged
- Any needed medical follow up and monitoring
- Repair or replace damaged facilities and buildings with lightning resistant features

REFERENCES

- The National Weather Service - <https://www.weather.gov/media/safety/Lightning-Brochure18.pdf>
- Vaisala 2021 Lightning Report <https://www.vaisala.com/sites/default/files/documents/WEA-MET-2021-Annual-Lightning-Report-B212465EN-A.pdf>

PIPELINE EMERGENCY



FEMA LIFELINES: ENERGY, HAZARDOUS MATERIALS, TRANSPORTATION

LEAD AGENCY/DEPARTMENT: MWC Fire

SUPPORTING CITY DEPARTMENTS: MWC Communications and Marketing
MWC Emergency Communications
MWC Emergency Management
MWC Police Department
MWC Public Information
MWC Public Works

SUPPORTING PARTNERS: Oklahoma Gas & Electric
Oklahoma Natural Gas
Oklahoma National Guard
Saints Midwest EMS
Tinker AFB Fire

COUNTY COORDINATING AGENCY: Oklahoma County Emergency Management

STATE COORDINATING AGENCY: Oklahoma State Department of Emergency Management

FEDERAL COORDINATING AGENCY: Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a pipeline emergency event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- There are multiple companies operating pipelines through Midwest City
- These pipelines transport both natural gas and hazardous liquids
- Pipeline emergencies are rare, but they do happen

2. ASSUMPTIONS

- Many pipeline incidents are caused by failure to follow safe digging practices
- Pipeline emergencies are often dispatched as a call about a strange odor in the area or an unknown substance leak or spill

CONCEPT OF OPERATIONS

1. GENERAL

According to the National Transportation Safety Board, pipelines are the safest mode of transportation of energy products. Despite this exemplary safety record, safety risks exist and emergencies can occur.

2. HAZARD SPECIFIC DEFINITIONS

- **Crude Oil** – oil that is extracted from the ground before it is refined into usable products such as gasoline
- **Pig** – a tool that is sent down a pipeline and propelled by the pressure of the product flow. Pigs are used for product separation, internal cleaning, inspection of the condition of the pipeline, and recording geometric information relating to pipelines. These tools are referred to as pigs because of the occasional squealing noises that can be heard as they travel through the pipe.
- **Pipeline** – a long pipe or series of pipes, used for conveying oil, gas, etc. over long distances
- **Pipeline Markers** – signs that signal the presence and identify the general location of a pipeline, they do not identify the exact location or depth of the pipeline

3. INITIAL RESPONSE

Initial concerns in the event of a pipeline emergency are:

- Notifying the pipeline operator
- Identifying the material leaked and size of area affected
- Evacuating the affected area

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Coordinate response activities and messaging with pipeline operator
- Establish and maintain secure perimeter around affected area
- Fire suppression if needed, in cooperation with pipeline operator

5. HAZARD SPECIFIC VULNERABILITIES

- Unable to understand evacuation messaging due to language barrier or access and functional needs
- Difficulty mobilizing quickly

6. MESSAGING

- Emergency response information
- Any evacuation instructions
- Repopulation information

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Know the location of pipelines and storage facilities in the community
- Review the Emergency Response Action Plans provided by the different pipeline companies
- Always call 811 before digging
- Watch for unusual or suspicious activity around pipelines
- Develop and maintain relationships with pipeline operators in the area
- Participate in pipeline training opportunities

2. RESPONSE AND RECOVERY

- Move away from the area heading upwind, call 911 and the pipeline operator's emergency number
- Keep public away from the area
- Avoid any potential ignition sources
- Do not drive into a leak or vapor cloud
- Do not attempt to make repairs or operate the pipeline yourself
- Continue to maintain secure perimeter until the pipeline company says it is clear

REFERENCES

Pipeline Safety Awareness Organization - <https://pipelineawareness.org/safety-information>

TERRORISM



FEMA LIFELINES:	ALL
LEAD AGENCY/DEPARTMENT:	MWC Police Department
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	63rd CST Oklahoma County Sheriff's Office Oklahoma National Guard Saints Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma Department of Homeland Security
FEDERAL COORDINATING AGENCY:	Department of Homeland Security

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a terrorist attack affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- The threat of terrorism is certainly real in this area. Midwest City is adjacent to Tinker AFB and Oklahoma City
- Oklahoma City was the site of the bombing of the Alfred P. Murrah building on April 19, 1995. It was the deadliest act of homegrown terrorism on US soil; 168 people, including 19 children, were killed and 850 were injured.

2. ASSUMPTIONS

- The threat of terrorism still persists and continues to evolve
- Terrorism can happen anywhere and at any time
- Threats may come from within our borders or from foreign lands
- Threats may consist of coordinated attacks at multiple locations, or may be carried out as cyber crimes
- Military bases have historically been considered likely terrorist targets

CONCEPT OF OPERATIONS

1. GENERAL

Terrorist attacks, regardless of the weapons used, are often intended to produce large numbers of casualties or illness and significant property damage in order to create fear or generate publicity for a specific cause. The response to these incidents depends upon the mechanism of attack, but the priorities are consistent with any other Public Safety response: life safety, incident stabilization, and property protection.

Nuclear, chemical, biological, and radiological incidents have some specific requirements for protecting responders, as well as safety measure the public can take to keep themselves and their families safe.

2. HAZARD SPECIFIC DEFINITIONS

- **Domestic terrorism** - Violent, criminal acts committed by individuals and/or groups to further ideological goals stemming from domestic influences, such as those of a political, religious, social, racial, or environmental nature.
- **Electromagnetic Pulse** - an intense pulse of electromagnetic radiation, especially one generated by a nuclear explosion and occurring high above the earth's surface. IT is a high voltage, high frequency, high energy pulse.
- **International terrorism** - Violent, criminal acts committed by individuals and/or groups who are inspired by, or associated with, designated foreign terrorist organizations or nations (state-sponsored).
- **Terrorism** - the use of force or violence against persons or property in violation of the criminal laws of the United States for purposes of intimidation, coercion, or ransom.

3. INITIAL RESPONSE

Initial concerns in the event of a terrorist event are:

- What weapon (s) was (were) used?
- What is the extent of the damage?
- How many people are injured/killed?
- Should we expect more attacks?

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Triage and transport all casualties as quickly as possible
- Establish secure perimeter area affected area and restrict access
- Avoid disturbing the incident scene; Preserve any evidence of criminal activity

5. HAZARD SPECIFIC VULNERABILITIES

Everyone is vulnerable to terrorist activities, some people may be more vulnerable to various types of chemical or biological weapons

6. MESSAGING

- Immediate protective actions
- Radioactive fallout times if applicable

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Develop relationships in the community. Having relationships established before an incident occurs can help speed up response when something happens – this is from the FBI website, but it is the basis of Emergency Management!
- Train employees on what to look for in terms of suspicious people, packages, and behavior
- Be sure all required or suggested immunizations are up to date
- Install HEPA filters in city facilities to reduce the effects of biological weapons
- Install and maintain alternate power sources for critical city facilities
- Plan ahead for response to a terrorist event, exercise your plan
- How will employees evacuate if a building is damaged?
- Relocation / accountability
- How will critical facilities function in the event of an extended power outage?
- How will employees shelter from a radiological or nuclear incident?

2. RESPONSE AND RECOVERY

- Response actions may depend on the type of weapon used
- Biological
 - Move away from suspected substance quickly
 - Wash with soap and water
 - Notify authorities
 - Restrict access to area
- Chemical
 - Respond upwind, uphill, and upstream of agent
 - Decontaminate personnel and equipment as soon as possible

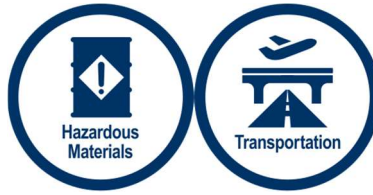
City of Midwest City Emergency Operations Plan

- Explosives
- Quickly establish perimeter around explosive area and debris fallout
- Be vigilant about the possibility of secondary devices
- Nuclear
- Provide warning if any advance notice is given
- Monitor projected fallout times
- Radiological
- Distance, shielding, and time are critical in protection from radioactive material
- Treat patients exposed to radiological material as you would any other patient using universal precautions. Even if the patient is contaminated, it is highly unlikely that the levels of radioactivity would be high enough to pose a significant risk to health care providers.
- Provide area for family reunification/assign individual PIOs if needed
- Remove debris, preserving evidence of criminal activity
- Repair or replace damaged facilities and equipment
- Access and provide mental health support as needed

REFERENCES

- <https://www.cdc.gov/nceh/radiation/emergencies/training.htm>
- <https://www.cisa.gov/connect-plan-train-report>
- <https://www.fbi.gov/investigate/terrorism>

TRANSPORTATION ACCIDENT - AIRCRAFT



FEMA LIFELINES: HAZARDOUS MATERIALS, TRANSPORTATION

LEAD AGENCY/DEPARTMENT: MWC Fire

SUPPORTING CITY DEPARTMENTS: MWC Communications and Marketing
MWC Emergency Communications
MWC Emergency Management
MWC Police Department
MWC Public Information
MWC Public Works

SUPPORTING PARTNERS: Oklahoma National Guard
Saints Midwest EMS
Tinker AFB Fire

COUNTY COORDINATING AGENCY: Oklahoma County Emergency Management

STATE COORDINATING AGENCY: Oklahoma State Department of Emergency Management

FEDERAL COORDINATING AGENCY: Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from an aircraft accident event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Midwest City is adjacent to Tinker Air Force Base
- Multiple aircraft fly patterns over Midwest City daily

City of Midwest City Emergency Operations Plan

- In both 1974 and 1985, military aircraft from Tinker crashed in Midwest City, destroying homes. In the 1974 crash, both pilots were killed. In the 1985 crash, two people on the ground were killed and one injured.

2. ASSUMPTIONS

- An aircraft accident could occur in, or affect Midwest City at any time
- Aircraft accidents may be caused by a multitude of threats

CONCEPT OF OPERATIONS

1. GENERAL

An airplane crash in an accident in which an aircraft hits land or water and is damaged or destroyed. The crew and/or passengers may be injured or killed. The crash may also result in casualties and property damage on the ground. The term airplane is used in this annex to include rotary and fixed wing aircraft.

2. HAZARD SPECIFIC DEFINITIONS

- **Aircraft** – a machine or device, manned or unmanned, such as an airplane, helicopter, glider, dirigible, or drone, capable of atmospheric flight
- **Commercial Aircraft**– Aircraft operated for hire to transport passengers or multiple loads of cargo
- **Crew** – all personnel operating or serving aboard an aircraft
- **Military Aircraft** – Aircraft designed for and used by the Armed Forces

3. INITIAL RESPONSE

Initial concerns in the event of an aircraft accident are:

- Number and extent of personal injuries
- Extent of affected area
- Fire suppression if needed

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Triage and transport all incident related casualties
- Establish secure perimeter around crash site and restrict access
- Preserve evidence for transportation officials' investigation
- Identify and contain any fuel or other hazardous material spills
- Establish a JIC with respective stakeholders

5. HAZARD SPECIFIC VULNERABILITIES

- Being in the area of the accident

6. MESSAGING

- Immediate traffic rerouting
- Family reunification information

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Develop relationships with Base and Airport personnel to facilitate efficient response
- Avoid building directly under regular flight patterns
- Train and exercise with Tinker AFB personnel
- Be aware of the different hazards associated with commercial and military aircraft

2. RESPONSE AND RECOVERY

- Scene safety is extremely important; an aircraft incident scene presents a multitude of hazards
- Restrict access to the area as soon as possible
- Shield survivors and from media and public cameras
- Establish a field morgue if needed, also shielded from cameras
- Facilitate accident investigation as needed
- Remove aircraft debris
- Provide / seek mental health support if needed

REFERENCES

<https://www.firerescue1.com/disaster-management/articles/how-to-respond-to-plane-crashes-zxze0WKFouTtYdLc/>

WILDFIRE



FEMA LIFELINES:	FOOD, WATER, SHELTER, HEALTH and MEDICAL
Lead Agency/Department:	MWC Fire
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	American Red Cross Saints Midwest EMS Tinker AFB Fire
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Forestry
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a wildfire event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- Midwest City has experienced 2 federally declared wildfire events since 2009
- Many wildfires have been caused accidentally or by human carelessness
- Wildfires cost thousands of taxpayer dollars to suppress and control
- Midwest City Fire Department is fully paid and has an ISO rating of 1

2. ASSUMPTIONS

- Humans will likely continue to cause wildfires, whether intentionally or not
- Oklahoma's fire season is from July through April, therefore Midwest City is vulnerable to wildfire 10 months of the year

CONCEPT OF OPERATIONS

1. GENERAL

Wildfires are common disasters that spread quickly, especially in dry or windy conditions.

2. HAZARD SPECIFIC DEFINITIONS

- **Wildfire** – uncontrolled fire in a rural or wilderness area
- **Wildland/Urban Interface** – an area within or adjacent to an at risk community as defined in the Federal Register notice or as an area where conditions are conducive to a large scale wildland fire disturbance event, thereby posing significant threat to human life or property.

3. INITIAL RESPONSE

Initial concerns in the event of a wildfire are:

- Life Safety
- Fire Suppression
- Property Preservation

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Identify size and extent of fire, and its direction and speed of travel
- Provide timely warning information to stakeholders and the public

5. HAZARD SPECIFIC VULNERABILITIES

- Respiratory compromise, due to smoke
- Living in the path of the fire
- Unable to evacuate quickly due to access and functional needs, language barrier, or lack of transportation
- Having large numbers of animals such as horses or cattle

6. MESSAGING

- Evacuation information
- Restricted areas
- Sheltering information

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

City of Midwest City Emergency Operations Plan

1. MITIGATION, PREVENTION, AND PREPAREDNESS

- Establish defensible spaces around buildings and facilities
- Use xeriscaping where possible
- Maintain adequate insurance policies
- Have an evacuation plan and conduct regular fire drills with all personnel
- Monitor NWS Fire Weather information;
- Participate in emergency exercises, update plans based on lessons learned.

2. RESPONSE AND RECOVERY

- Evacuate all personnel immediately, perform accountability checks
- Follow Fire Department personnel instructions
- Search and Rescue where needed
- Traffic control and redirection where roads are blocked or damaged
- Ensure all clean-up workers have proper PPE

REFERENCES

- The National Weather Service <https://www.weather.gov/safety/wildfire-ready>
- Occupational Safety and Health Administration - <https://www.osha.gov/wildfires/preparedness>
- USDA - https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/fsbdev3_053107.pdf

WIND AND TORNADO



FEMA LIFELINES:	COMMUNICATION, ENERGY, FOOD, WATER, SHELTER, HEALTH AND MEDICAL, TRANSPORTATION
LEAD AGENCY/DEPARTMENT:	MWC Emergency Management
SUPPORTING CITY DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Communications MWC Fire MWC Police Department MWC Public Information MWC Public Works
SUPPORTING PARTNERS:	American Red Cross Mid-Del Schools Oklahoma City – County Health Oklahoma Gas & Electric Oklahoma Medical Reserve Corps Oklahoma Natural Gas Oklahoma National Guard Oklahoma VOAD Saints Midwest EMS
COUNTY COORDINATING AGENCY:	Oklahoma County Emergency Management
STATE COORDINATING AGENCY:	Oklahoma State Department of Emergency Management
FEDERAL COORDINATING AGENCY:	Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a high wind or tornado event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- In a typical year, approximately 1,000 tornadoes affect the United States
- Since the year 2000, Midwest City has been mentioned in 4 tornado descriptions in the NWS record
- Midwest City has experienced a tornado that produced high F4 / low F5 damage in this area (1999)
- Midwest City has also experienced QLCS type tornadoes which develop and diminish very rapidly

2. ASSUMPTIONS

- Tornadoes and high winds can both produce significant property damage and cause bodily injury
- Some tornadoes strike with little or no warning, and present a significant challenge for warning operations
- Although April –June is considered “tornado season”, tornadoes can happen any day of the year

CONCEPT OF OPERATIONS

1. GENERAL

- High winds often occur during thunderstorms, but may also result from strong cold front passages, or gradient winds between high and low pressure.
- Tornadoes occur during severe thunderstorms. They come in many shapes and sizes, and may last only a few seconds, or over an hour. Tornadoes can have wind speeds over 200 mph and the larger, more intense ones cause tremendous devastation and often loss of life.

2. HAZARD SPECIFIC DEFINITIONS

- **Supercell** - a system producing severe thunderstorms and featuring rotating winds sustained by a prolonged updraft that may result in hail or tornadoes
- **Tornado** - violently rotating column of air that reach from the bottom of a cumulonimbus cloud to the ground.
- **QLCS** – Quasi-Linear Convective System, or a line of strong thunderstorms, sometimes called a squall line. These often produce weak, short-lived tornadoes that are difficult to identify and warn on
- **Wind** - the movement of air relative to the earth’s surface.

3. INITIAL RESPONSE

Initial concerns in the event of a high wind event are:

- Personal safety

City of Midwest City Emergency Operations Plan

- Timely warning
- Property damage

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Monitor weather conditions and provide timely warning throughout
- Triage and transport storm related casualties, beginning with more distant facilities first
- Search and rescue in all damaged structures
- Search all known storm shelters for trapped individuals, check all damaged lots
- Establish secure perimeter around affected area and restrict access
- Secure unstable structures
- Provide tetanus vaccinations to all responders and survivors without a current one
- Establish JIC with affected jurisdictions to provide consistent messaging
- Conduct preliminary damage assessments within 12 hours

5. HAZARD SPECIFIC VULNERABILITIES

- Difficulty evacuating or seeking shelter quickly
- Economically disadvantaged who may not have funds to evacuate
- Unable to follow warning messages due to language barrier or access and functional needs
- Living in poorly constructed homes or mobile homes or homeless
- Being outdoors or in an automobile at the time of the tornado

6. MESSAGING

- Preparatory messaging leading up to the day of the event
- Ongoing weather messaging as the weather develops
- Warning messaging if tornadoes or high winds threaten the City
- Response messaging as needed
- Ongoing reunification and recovery information
- Donation and Volunteer management information

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION AND PREPAREDNESS

- Adopt restrictive building codes that require reinforcement of roofing, walls, and garage doors
- Provide storm shelter rebates to residents who wish to install one in their home
- Install and maintain sufficient outdoor warning devices to cover the entire city
- Require existing mobile home parks and apartment complexes to provide shelters for all residents
- Deny future mobile home and mobile home park permits

City of Midwest City Emergency Operations Plan

- Have safe sheltering locations for all employees and policies that allow them to be near by
- Conduct drills and make changes to plan based on lessons learned
- Activate EOC to monitor weather when high winds/ tornadoes are possible
- Share messaging with the public to be sure they are aware of the potential
- Plan to move outdoor equipment to sheltered areas, do so far in advance of expected storms
- Working with OKVOAD, plan to manage spontaneous volunteers and unsolicited donations

2. RESPONSE AND RECOVERY

- Activate warning devices and other methods as needed
- Search and rescue if buildings are damaged or destroyed
- Traffic control or redirection if roads are blocked or damaged, or power lines are down
- Fire suppression if needed
- Activate donations and volunteer management plan
- Use caution when working with or walking through debris
- Provide messaging about contractor permits to prevent residents being scammed
- Work with City-County Health to provide tetanus vaccinations for people working on clean up
- Arrange for sheltering and DRCs if needed
- Conduct Preliminary Damage Assessments within 12 hours, provide information to State Dept. of Emergency Management

REFERENCES

National Weather Service - <https://www.weather.gov/safety/tornado-prepare>

WINTER STORM



FEMA LIFELINES: COMMUNICATION, ENERGY, FOOD, WATER, SHELTER, HEALTH AND MEDICAL, TRANSPORTATION

LEAD AGENCY/DEPARTMENT: MWC Emergency Management

SUPPORTING CITY DEPARTMENTS: MWC Communications and Marketing
MWC Emergency Communications
MWC Fire
MWC Police Department
MWC Public Information
MWC Public Works

SUPPORTING PARTNERS: American Red Cross
Mid-Del Schools
Oklahoma Gas & Electric
Oklahoma Natural Gas
Oklahoma National Guard
Saints Midwest EMS

COUNTY COORDINATING AGENCY: Oklahoma County Emergency Management

STATE COORDINATING AGENCY: Oklahoma State Department of Emergency Management

FEDERAL COORDINATING AGENCY: Federal Emergency Management Agency

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a winter weather event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

1. SITUATION

- The City of Midwest City is vulnerable to severe winter storms
- Between 1974 and 2021, Oklahoma County experienced 12 declared winter storm events

2. ASSUMPTIONS

- Midwest City will continue to experience occasional severe winter storms

CONCEPT OF OPERATIONS

1. GENERAL

The term “winter storm” may refer to a combination of winter precipitation, including snow, sleet, and freezing rain. Winter storms may bring any or all of these, and may last anywhere from a few hours to several days.

2. HAZARD SPECIFIC DEFINITIONS

- **Blizzard** – when falling and blowing snow combine with high winds of 35 mph or greater reducing visibility to near zero
- **Blowing snow** – wind-driven snow that reduces visibility and causes significant drifting. It may be snow that is falling, or loose snow that is picked up by the wind.
- **Freezing Rain** – rain that falls as a liquid onto a surface that is below freezing. This causes the rain to freeze on contact, forming a coating or glaze of ice.
- **Ice Storm** – extended freezing rain events that last several hours or even days, causing a thick accumulation of ice on surfaces, damaging trees and power lines, and causing travel hazards.
- **Severe snow storm**- snow storm that drops 4 or more inches of snow during a 12 hour period, or 6 or more during 24 hours
- **Sleet** - frozen precipitation that consists of ice pellets, often mixed with rain or snow

3. INITIAL RESPONSE

Initial concerns in the event of a winter storm are:

- Travel hazards
- Power outages
- Cold exposure for individuals trapped in motor vehicles
- Debris and snow/ice removal from roadways
- Potential hazard specific incident objectives
- Clear and maintain snow routes

4. POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Clear all main city roads (snow routes) within 12 hours of snowfall
- Provide ongoing weather updates to the public throughout the incident

City of Midwest City Emergency Operations Plan

- Open and staff a warming shelter if power outages last more than 6 hours

5. HAZARD SPECIFIC VULNERABILITIES

- Regular health needs/treatments, such as dialysis
- Poorly built or insulated housing

6. MESSAGING

- Check on your neighbors;
- Shelter and warming center locations and hours of service;
- Extent of damage;
- Safety information; hypothermia, driving, carbon monoxide poisoning, obey road closed and other warning signs;
- What the City is doing to respond to the incident;
- Status of City services, changes in hours of operation for City programs;
- Where to get information and assistance;
- Protect pipes and water services from freezing; and
- Clear storm drains in the event of snowmelt or flooding.

ACTIONS

Actions are grouped into the phases of emergency management; prevention, preparedness, response, recovery, and mitigation. They are further divided into pre- and post- incident activities, however, mitigation may appropriately be listed in either. Each phase requires specific skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

1. MITIGATION AND PREPAREDNESS

- Install and maintain alternate power sources for all critical infrastructure facilities;
- Prepare and equip workforce for telework possibility in the event travel becomes difficult or risky
- Participate in emergency exercises;
- Purchase and store supplies for sheltering individuals if needed: cots, blankets, pillows, meals, etc.
- Identify and equip alternate facilities for critical services

2. RESPONSE AND RECOVERY

- Provide ongoing weather information to city employees and public;
- Clear roadways blocked by downed limbs or excess snow;
- Work with utility companies to expedite power restoration;
- Rescue stranded motorists;
- Open and staff warming or overnight shelters as needed
- Debris removal;
- Any needed road and/or building repair

REFERENCES

Oklahoma County Hazard Mitigation Plan



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer

pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: March 22nd, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of approving an inspection contract with Great Plains Consulting, LLC for the oversight of the construction of one 1.75 MG ground (at grade) water storage and a new booster pump station located in the vicinity of Felix Place north of S.E. 15th Street in the amount of \$12,340.00 per month for a total of \$49,360.00.

The attached inspection contract is with Great Plains Consulting, LLC is for the Booster Pump Station Project. The agreement is necessary because of the extension of the project's time line approved at the February City Council meeting. The change order will be funded from the Eastside Booster Station Phase One Fund. Project Number 178-4200-480-40-05.

Approval of the change order is at the discretion of the City Council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
THE CITY OF MIDWEST CITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and (Great Plains Consulting, Inc.), (hereinafter referred to as “**Service Provider**”) (**City**, and **Service Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City** is in need of the following professional services **Professional full time Construction Inspection / Observation Services**; and

WHEREAS, **Service Provider** is in the business of providing professional services that is needed by the **City**; and

WHEREAS, the **City** and the **Service Provider** have reached an agreement for the **Service Provider** to provide the **City** the requested professional services; and

WHEREAS, **City** hereby retains **Service Provider** to provide professional services as an independent contractor; and

WHEREAS, **SERVICES PROVIDER** agrees to provide the **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Service Provider** hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this Agreement, the City retains the Service Provider as an independent contractor, to provide OCWUT all services, in accordance with the standards exercised by experts in the field, necessary to provide the City services, products,

PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
THE CITY OF MIDWEST CITY

solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The **City** shall meet with **Service Provider** to identify service needs on a project by project basis. **Service Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by **Service Provider’s** written proposal. Upon issuance of the purchase order, the **Service Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Service Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This Agreement governs the Scope of Services including, but not limited to, all Deliverables to be provided by **Service Provider** to the **City**. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this Agreement.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Service Provider** with respect to the services, products, solutions and deliverables to be provided by the **Service Provider** hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
THE CITY OF MIDWEST CITY

between the text of this document, and any language, term, condition, or provision in any Attachment, then the text of this document, shall govern and control over any conflicting language, term, condition, or provision in any Attachment. As among the Attachments any conflict in the language, terms, conditions, or provisions shall be governed in the following order of priority and precedence:

- Attachment (“Services Provided”)
- Attachment (“Quotation/Services Included”),
- Attachment (“Insurance”).

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

A. **Service Provider** is solely responsible for the actions, non-action, omissions, and performance of **Service Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “Service Provider’s Project Team”) and to ensure the timely provision of each Project, timely performance of the Scope of Services, and the timely performance of each Project and the provision of all Deliverables as each are defined in **Attachment “A” (“Scope of Services”)** or the Project.

B. Service Provider will be solely responsible to ensure the Service Provider’s Project Team fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and City’s goals and purposes. Service Provider will be solely responsible to ensure the Service Provider’s Team, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that Service Provider timely provides each Project task and satisfies the Service Provider’s obligations under this Agreement. The Service Provider may not change the Service Provider’s Team, for the services to be provided as set forth on Attachment “C” (“Service Provider’s Team”) without the prior written consent of the **City**.

C. **Service Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto,

PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
THE CITY OF MIDWEST CITY

pertaining in any manner to the performance or services provided under this **Agreement**. **Service Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Service Provider** the compensation after completion of Projects or Deliverables as specified in Attachment “B” (“Schedule of Fees / Rate Card”).

B. The **City** and the **Service Provider** acknowledge that the compensation to be paid the **Service Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Service Provider and the Service Provider’s Team**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Service Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Service Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Service Provider** are performed outside the State of Oklahoma.

B. The **CITY** shall not withhold any social security tax, workmen’s compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Service Provider** as **Service Provider** is an independent contractor and the members of its **Service Provider’s Team**, assigned to work on the Project for the **City** are

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not employees of the **CITY**. Any such taxes, if due, are the responsibilities of **Service Provider** and will not be charged to the **CITY**.

C. **Service Provider** acknowledges that as an independent contractor it and **Service Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **CITY** or its employees.

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Service Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Service Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the

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terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Service Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Service Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Service Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Service Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Service Provider**, the **City** will provide a copy of such stop work order to the **Service Provider**. Upon receipt of a stop work order issued from the **City**, the **Service Provider** shall suspend all work, services and activities except such

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work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Service Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Service Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. Obligation upon Termination for *Convenience*.

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Service Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Service Provider** and **Service Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Service Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all members of the **Service Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

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B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Service Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Service Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Service Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Service Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Service Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under

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this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Service Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Service Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Service Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Service Provider** is services under the **Agreement**.

E. Provided, however, should the **Service Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination, or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or

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property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Service Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Service Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Service Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Service Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Service Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any

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information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Service Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Great Plains Consulting

P.O. Box 201

Hominy, OK 74035

(918) 798-6180

B. Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Service Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Service Provider’s** activities. **Service Provider** will be responsible for

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securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Service Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a request signed by authorized and empowered officers/agents of the **Service Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Service Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Service Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

PROFESSIONAL SERVICES AGREEMENT
between
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16. ANTI-COLLUSION

Service Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Service Provider** may only recover that proportion of the prepaid annual rental for the unexpired term. **Service Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
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for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

20. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

21. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

22. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

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23. EFFECTIVE DATE

The Effective Date of this **Lease** is the date approved by the **City** as the last party hereto.

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PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
THE CITY OF MIDWEST CITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Service Provider: Great Plains Consulting

By: *Phil Visconti*

Name: Phil Visconti

Title: President / Owner

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
Great Plains Consulting, Inc.
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2022.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



GREAT PLAINS CONSULTING

SERVICES PROVIDED

A) CONSULTING SERVICES (Full-Time):

1. Provide full time, Professional Management, Construction Inspection, and Quality Control services on site as required by Government Funding Agencies.

B) SERVICES INCLUDED:

- Soils:

- Visually confirm proper placement of fill material.
- Comprehensive Drilled Pier inspection.
- Footing inspection.
- Lime and cement stabilization inspection

- Reinforcing Steel:

- Review of rebar shop drawings for compliance.
- Inspection of placed rebar to verify grade, size, length, spacing, ties, laps, clearance, & orientation.

-Concrete: (A.C.I. accredited)

- Sampling of freshly mixed concrete.
- Water/cement ratio determination.
- Unit Weight determination
- Temperature, Slump, Entrained air content.
- Cast specimens for compressive strength testing.
- Concrete Batch Plant pour observation & inspection.
- Floor flatness inspection.

-Asphalt:

- Sampling of freshly batched hot asphalt.
- Temperature determination.
- Asphalt placement & rolling pattern observation

- Structural Steel:

- Verification of structural steel shop drawings for compliance.
- Observation of handling & placing of structural steel elements.
- Inspection of structural fasteners:
 - bolt grade and size
 - threads revealed
 - torque
- Verification of decking grade and thickness.

5025 State Highway 99
(P.O. Box 201)
Hominy, OK
74035

550 No. Central Expressway
Suite 1431
McKinney, Texas
75070

GreatPlainsConsulting.net



- **Masonry:**

- Sample mortar / grout.
- Cast mortar / grout test specimens.
- Masonry unit placement inspection.
- Observe test prism construction.

- **Mechanical:**

- Verification of process pipe shop drawings for compliance.
- Pipe routing inspection. (water, drain, sewer, process, & storm water pipe)
- Process pipe connection, bracing, tightening... inspection.
- Leak & pressure test inspection of water and drainpipes.
- Thrust block inspection.
- Trenching, bedding, & backfill inspection of all pipe.

- **Electrical:**

- Conduit routing and installation inspection.
- Duct bank inspection
- Backfill inspection.
- Control panel frame inspection.
- **SCADA** review and reporting. (Available)

- **Coatings:**

- Field applied coatings inspections.
- Verification of Millage & Holiday Testing. (Available)
- **NACE Level III** Coatings Inspections. (Available)

2. Contractors' Construction **schedule review** and maintenance.
3. Maintenance of the following **files** (as needed):
 - Architects submittals
 - change orders
 - Architects addendums
 - R.F.I.'s (requests for information)
 - CMR's (Contract Modification Requests)
 - Non-Compliance Reports.
 - Testing and Start-up schedule, documents, and results.
 - Final Punch-list.
4. Great Plains maintains a **daily inspection & testing log**, as well as a database of **digital images** of key elements and daily construction progress. These items may be e-mailed to all approved parties upon request. (Copies of all are kept on-site.)
5. **Daily commuting to and from Great Plains office and project location as well as any associated per-diem are always be provided at no extra charge.**
6. Great Plains maintains affiliations with a number of reputable construction testing laboratories that provide all other testing services not provided by Great Plains. These services are often provided to our clients at a significant discount.

5025 State Highway 99
(P.O. Box 201)
Hominy, OK
74035

550 No. Central Expressway
Suite 1431
McKinney, Texas
75070

GreatPlainsConsulting.net



Great Plains Consulting

December 4, 2020

Mr. Patrick Menefee P.E.
City Engineer
Midwest City, OK
405-739-1060

RE: **Construction Inspection Services (Full-Time)**
Midwest City- Ground Storage Tank & Booster Pump Station

Please accept our Quotation for Professional Services for the referenced project as follows.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUOTATION</u>	<u>PRICE</u>
A)	CONSULTING SERVICES (Full-Time):		
1.	Provide full time, Professional Management, Construction Inspection, & Quality Control services on site as required. (The monthly full-time cost quoted is a flat monthly fee for the services of <u>one</u> Great Plains Professional working on this project. However, access to all of our company's resources is never more than a phone call or e-mail away.) (a*. <u>Great Plains does not charge for overtime or travel.</u>)		
2.	Team Member: Nick Probst		
3.	Support: Phil Visconti		

\$12,340.00/month

B) SERVICES INCLUDED:

- Soils:

- Visually confirm proper placement of fill material.
- Comprehensive Drilled Pier inspection.
- Footing inspection & penetrometer testing as needed.
- Lime and cement stabilization inspection

- Reinforcing Steel:

- Review of rebar shop drawings for compliance.
- Inspection of placed rebar to verify grade, size, length, spacing, ties, laps, clearance, & orientation.

-Concrete: (A.C.I. accredited)

- Sampling of freshly mixed concrete.
- Water/cement ratio determination.
- Temperature, Slump, Entrained air content.
- Casting of specimens for compressive strength testing.
- Concrete Batch Plant pour observation & inspection.
- Floor flatness inspection.

-Asphalt:

- Sampling of freshly batched hot asphalt.
- Temperature determination.
- Asphalt placement & rolling pattern observation.

- Structural Steel:

- Verification of structural steel shop drawings for compliance.
- Observation of handling & placing of structural steel elements.
- Inspection of structural fasteners:
 - bolt grade and size
 - threads revealed
 - torque
- Verification of decking grade and thickness.

- **Masonry:**

- Sampling of mortar / grout.
- Casting of mortar / grout test specimens.
- Masonry unit placement inspection.
- Observe test prism construction.

- **Mechanical:**

- Verification of process pipe shop drawings for compliance.
- Pipe routing inspection. (water, drain, sewer, process, & storm water pipe)
- Process pipe connection, bracing, tightening... inspection.
- Leak & pressure test inspection of water and drainpipes.
- Thrust block inspection. - Trenching, bedding, & backfill inspection of all pipe.

- **Electrical:**

- Conduit routing and installation inspection.
- Duct bank inspection - Backfill inspection.
- Control panel frame inspection.
- **SCADA** review and reporting. (*Available)

- **Coatings:**

- Field applied coatings inspections.
- Verification of Millage & Holiday Testing. (*Available)
- **NACE Level III** Coatings Inspections. (*Available)

2. Contractors' Construction **schedule review** and maintenance.
3. Maintenance of the following **files** (as needed):
 - Architects addendums, Submittals, & Change orders
 - R.F.I.'s (requests for information) & CMR's (Contract Modification Requests)
 - Testing and Start-up schedule, documents, and results.
 - Non-compliance reporting / resolution
 - Final Punch-list & resolution.
4. Great Plains will manage outside test laboratory services for maximum efficiency and performance while always maintaining a **daily inspection & testing log**, as well as a database of **digital images** of key elements and construction progress.
5. **Daily commuting to and from Great Plains office and project location(s) will always be provided at no charge.** Great Plains may charge \$0.35 per mile for project related travel out of town.
6. **a***. Great Plains does not charge overtime. As part of our proposal package we include occasional weekends and/or 10+ hour days. However if work on site regularly includes weekends and/or days over 10 hours in length, we reserve the right to seek additional reasonable compensation.

We appreciate this opportunity to be of service.

Sincerely,

Phil Visconti

Phil Visconti
President

Great Plains Consulting

Headquarters
5025 State Highway 99

Hominy, OK
74035

201) Suite 1431

Texas Office
550 No. Central Expressway(P.O. Box

McKinney, Texas
75070

CERTIFICATE OF INSURANCE

ISSUE DATE:03/15/2022

PRODUCER:02138 - Bobby Johnson
119 S Price Ave
Hominy, OK 74035-2524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED:Phil Visconti DBA Great Plains Consulting
PO BOX 201
Hominy, OK 74035-0201**COMPANY AFFORDING COVERAGE:****Oklahoma Farm Bureau Mutual Insurance Company**

NAIC # 21563

THIS IS CERTIFYING THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH REQUEST TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION	LIMITS	
GENERAL LIABILITY	CGL00003833-10	09/11/2021	09/11/2022	GENERAL AGGREGATE	\$2,000,000
				PRODUCTS-COMP/OPS AGGREGATE	Not Included
				PERSONAL & ADVERTISING INJURY	\$1,000,000
				EACH OCCURENCE	\$1,000,000
				PREMISES RENTED TO YOU	\$100,000
				MEDICAL EXPENSE (Any one person)	\$5,000
COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR. <input checked="" type="checkbox"/>					
AUTOMOBILE LIABILITY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION	COMBINED SINGLE LIMIT	
	CAP00103242-06	02/08/2022	02/08/2023	\$1,000,000	
ANY AUTO	<input type="checkbox"/>				
ALL OWNED AUTOS	<input type="checkbox"/>				
SCHEDULED AUTOS	<input checked="" type="checkbox"/>				
HIRED AUTOS	<input checked="" type="checkbox"/>				
NON-OWNED	<input checked="" type="checkbox"/>				
GARAGE LIABILITY	<input type="checkbox"/>				
EXCESS LIABILITY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION	EACH OCCURENCE	AGGREGATE
UMBRELLA FORM					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTION/SPECIAL ITEMS					

CERTIFICATE HOLDERCity of Midwest City
100 N Midwest Blvd
Midwest City Oklahoma 73110**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS



AUTHORIZED REPRESENTATIVE



Public Works Administration

R. Paul Streets, Director
pstreets@midwestcityok.org

405-739-1061

Patrick Menefee, Public Works City Engineer
pmenefee@midwestcityok.org

405-739-1062

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

To: Honorable Mayor and Council

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

Date: March 22nd, 2022

Subject: Discussion and consideration of adoption, including any possible amendment of acceptance of maintenance bonds from Hendrix Services, LLC in the amount of \$9,109.20, \$11,176.90, and \$5,581.00, respectively.

The one year maintenance bonds from Hendrix Services, LLC are for the water line and sewer line improvements constructed for the Primrose Hill Subdivision located off of North Post Road.

The five year maintenance bonds from Hendrix Services, LLC are for the storm sewer line improvements constructed for the Primrose Hill Subdivision located off of North Post Road.

Acceptance is at the discretion of the council.

Patrick Menefee, P.E.,

Public Works City Engineer

Attachment

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond#87C237583

KNOW ALL BY THESE PRESENTS that we, Hendrix Services, LLC,
as Principal, and The Ohio Casualty Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal
corporation in the state of Oklahoma, in the full and just sum of Nine Thousand One Hundred Nine
Dollars and Twenty Cents dollars (\$ 9,109.20), such sum being not less than ten percent
(10%) of the total contract price to construct or install Primrose Hill Public Waterline, 315 N. Post
Road, Midwest City, OK (the "Improvement"), for a period of 1 years after acceptance
of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the
payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors
and assigns, jointly and severally, firmly by these presents:


The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and City of Midwest City, dated the 7th day of
October, 2021, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the
repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs
shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount
necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this
bond to make the repairs, and that the cost of all repairs shall be so determined from time to time
during the Maintenance Period, as the condition of the Improvement may require.


Signed, sealed and delivered this 7th day of October, 2021.

Hendrix Services, LLC
Principal

ATTEST:

Secretary

By 

The Ohio Casualty Insurance Company
Surety

ATTEST:

Secretary

By 
Russell Hollingsworth, Attorney-in-Fact

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

City Attorney

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

City Clerk

Mayor

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond#87C237582

KNOW ALL BY THESE PRESENTS that we, Hendrix Services, LLC,
as Principal, and The Ohio Casualty Insurance Company,
as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal
corporation in the state of Oklahoma, in the full and just sum of Eleven Thousand One Hundred
Seventy-Six Dollars and Ninety Cents dollars (\$ 11,176.90), such sum being not less than
ten percent (10%) of the total contract price to construct or install Primrose Hill - Public Sanitary
Sewer, 315 N. Post Road, Midwest City, OK (the "Improvement"), for a period of 1
years after acceptance of the Improvement by the City Council of the City of Midwest City (the
"Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind
ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Principal and City of Midwest City, dated the 7th day of
October, 2021, agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any
failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council
of the City of Midwest City, or some person or persons designated by them to ascertain the cost of
making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the
repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs
shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount
necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this
bond to make the repairs, and that the cost of all repairs shall be so determined from time to time
during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 7th day of October, 2021.

Hendrix Services, LLC

Principal

ATTEST:

Secretary

By David G. Hollingsworth

The Ohio Casualty Insurance Company

Surety

ATTEST:

Secretary

By Russell Hollingsworth

Russell Hollingsworth, Attorney-in-Fact

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

City Attorney

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

City Clerk

Mayor

DEVELOPMENT – PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

999157175

KNOW ALL BY THESE PRESENTS that we, Hendrix Services, LLC

_____, as Principal, and
The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full
and just sum of Five Thousand Five Hundred Eighty-one Dollars And Zero Cents

_____ dollars (\$5,581.00), such sum being
not less than ten percent (10%) of the total contract price to construct or install Primrose Hill 5 Year
Maintenance Bond

_____ (the "Improvement"), for a period of 60 months after acceptance of the
Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the
payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors
and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the
Primrose Hill 5 Year Maintenance Bond

_____ dated the November 10, 2021 agreed to construct or install the Improvement in the city of
Midwest City and to maintain the Improvement against any failures due to defective materials or
workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement
against any failures due to defective materials or workmanship, then this obligation shall be void;
otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against
any failures due to defective materials or workmanship for the Maintenance Period, and at any time
repairs shall be necessary, that the cost of making the repairs shall be determined by the City
Council of the City of Midwest City, or some person or persons designated by them to ascertain the
cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the
repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs
shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount
necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this
bond to make the repairs, and that the cost of all repairs shall be so determined from time to time
during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 1st day of February, 2022.

ATTEST:

Secretary



Hendrix Services, LLC
Principal

By



ATTEST:

Secretary



The Ohio Casualty Insurance Company
Surety

By


Russell Hollingsworth - Attorney in Fact

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

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, _____.

City Clerk

Mayor



OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER

PROJECT NAME: Primrose Hill

PROJECT LOCATION: 316 N. Post Road

TYPE OF CONSTRUCTION: Water + Sanitary Sewer + Storm Sewer

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 281,150.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 1-26-22

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27 day of January, 20 22, personally appeared Joel Bryant, 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 his free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 8/19/24



Monica Tidwell
NOTARY PUBLIC

CONTRACTOR'S LIEN WAIVER

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

By [Signature]
CONTRACTOR

Date: 1/26/22

STATE OF Oklahoma)
)ss.
COUNTY OF Cleveland

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 26 day of January, 20 22, personally appeared Dave Hendrix, 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 a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission expires: 1/10/23



[Signature]
NOTARY PUBLIC



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

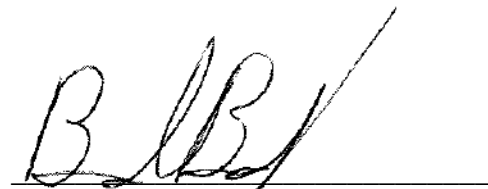
SUBJECT : Discussion and consideration, including any amendment thereto, of entering into a maintenance and services contract with the Oklahoma Earthbike Fellowship for the purposes of designating them to maintain the SCIP Recreational Trail at no direct cost to City.

The attached contract will allow Oklahoma Earthbike Fellowship (OEF) to continue to maintain the SCIP Recreational Trail. A similar contract with OEF was enacted previously and is being updated.

The SCIP Recreational Trail is a multi-use offroad trail built on land owned by the City, immediately adjacent to the Soldier Creek Industrial Park. The trailhead is addressed as 7250 NE 23rd Street. Originally opened in 2017 with a second phase opening in 2020; the trail system is now approximately 7 miles of professionally designed and built trail. The trail has grown quite a reputation throughout the metro area and has put Midwest City on the map for hikers, runners, mountain bikers, and even birders.

Future plans include applying for federal funds to build a third phase to expand the trail system further.

No funds are required with this contract.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

MAINTENANCE AND SERVICES CONTRACT

Public Works Department

This contract is made this 10 day of March, 2022, by and between the Oklahoma Earthbike Fellowship, Inc. (hereinafter "SPONSOR") and the City of Midwest City (hereinafter "OWNER"). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

I. GENERAL LANDSCAPE MAINTENANCE TERMS AND CONDITIONS

It is understood that all improvements on public property become the property of the OWNER. The OWNER and SPONSOR recognize the need and desirability of landscape improvements and maintenance of mountain bike trails at the following LOCATION: SCIP Recreational Trail (hereinafter called the "LOCATION") and are entering into this agreement to permit the SPONSOR to provide installation and maintenance of landscape improvements on publicly owned property (See Exhibit "A" for map).

SPONSOR and OWNER acknowledge and agree to the following terms and conditions:

- A. **MAINTENANCE--** SPONSOR agrees to purchase all materials and provide all labor for the maintenance of trails at the LOCATION at its sole cost and expense. It is agreed that SPONSOR will use volunteers to maintain mountain bike trails and improvements in accordance with the original construction plans and specifications approved by the OWNER. SPONSOR shall bear the responsibility to provide repair and maintenance of the mountain bike trails for one (1) year from the date hereof.

Any major reroute or modification of structures shall be submitted to the Public Works Director for approval. Any reroute or modification of structures shall require written approval from the Public Works Director prior to work being done by SPONSOR.

It is expressly agreed that there will be periodic inspection of the LOCATION by OWNER and SPONSOR to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by OWNER or SPONSOR, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by SPONSOR and OWNER.

- B. **TEMPORARY CLOSURE--** OWNER has authority to temporarily close the LOCATION due to safety issues at any time. SPONSOR must also notify OWNER of any safety issue that will require temporary closure of LOCATION. SPONSOR may temporarily close the LOCATION due to adverse weather conditions such that the trail system would be damaged by users in accordance with the stipulations of section L of this agreement.
- C. **LAWS--** SPONSOR agrees to comply fully with all applicable Federal statutes and regulations, Oklahoma statutes, and OWNER ordinances, policies, permits and procedures.
- D. **INSURANCE--** Volunteers whose activities are limited to general trail maintenance, litter pickup, supplemental mowing, edging, and similar activities shall not be required to be insured by SPONSOR. OWNER acknowledges that SPONSOR has no employees, and

operates solely through volunteers. SPONSOR agrees that any change in that status shall be timely reported to OWNER and the procurement of any necessary Workers Compensation Insurance by SPONSOR. Further, SPONSOR agrees to maintain in force a policy of General Liability Insurance, naming OWNER as an additional insured, with limits at least as follows:

Property Damage Liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) for any claim or to any claimant who has more than one claim for loss of or damage to property arising out of a single accident or occurrence; and subject to the same limit for each claimant, One Million Dollars (\$1,000,000.00) for any number of claims for loss of or damage to property arising out of a single accident or occurrence.

Personal or Bodily Injury Liability in an amount not less than One Hundred Seventy-five Thousand Dollars (\$175,000.00) to any claimant for his claim for personal or bodily injuries, including accidental death, arising out of a single accident or occurrence; and subject to the same limit for each claimant, One Million Dollars (\$1,000,000.00) for any number of such claims arising out of a single accident or occurrence.

When "certificates of insurance" are submitted, they shall be on a form acceptable to OWNER.

- E. **RELEASE--** Volunteers of SPONSOR shall sign an appropriate Acknowledgement and General Release if engaged in bridge or trail maintenance, litter pickup, edging, supplemental mowing, or similar activities. SPONSOR agrees to maintain said Acknowledgment and General Release in its records for a period of two years from the date of signature, and to provide access thereto upon written request from the OWNER.

SPONSOR agrees if any work will be done at the LOCATION by volunteers who are not employees of and not under any contract of employment with SPONSOR or the OWNER, volunteers will read and sign a copy of either Exhibit "B" or Exhibit "C" (the one that is appropriate) "ACKNOWLEDGMENT AND GENERAL RELEASE". SPONSOR further agrees any person under 18 years of age will not do any work without the written authorization of his/her parent or legal guardian as provided for on the release form for minors (see attachments). Release forms are the responsibility of SPONSOR to distribute, collect and maintain.

- F. **INDEMNIFICATION--** SPONSOR shall indemnify, defend, keep, and hold harmless the OWNER, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this agreement, its execution and/or its performance occasioned by the negligent act of SPONSOR.
- G. **TERMINATION--** Should SPONSOR fail to fulfill any of the terms or conditions, the OWNER may give written notice to SPONSOR to use diligence to correct such condition or default within thirty (30) days after receipt of such notice. The OWNER may, after the lapse of such thirty (30) days notice and failure by SPONSOR to correct or cure such default or condition, terminate this agreement; provided that if SPONSOR has commenced to cure or correct such default or condition within such 30 day period, SPONSOR will have a reasonable time after such thirty (30) day period within which to comply with said cure or corrections.

The OWNER may, without cause and without prejudice to any other right or remedy, elect to terminate the contract. In such case, the OWNER will provide thirty (30) days from delivery of a written notice to the SPONSOR.

- H. **SIGNS--** SPONSOR shall not install any signs in the landscape improvement areas without prior written approval of the Director of the Public Works Department. A drawing or drawings showing details of the design, location, size, type of lettering, installation methods, and the materials for the sign shall be submitted for review.
- I. **ENVIRONMENTAL--** SPONSOR agrees not to permit or introduce any chemical substance or hazardous material in or about the LOCATION by SPONSOR, its agents, employees, or contractors, without prior written consent of the Public Works Department. SPONSOR or SPONSOR's contractor will provide a list to the Public Works Department for review and approval of any "chemical substances" or "hazardous materials" to be used on the subject LOCATION (fertilizer, pesticide, herbicide, or insecticide) prior to such materials being applied. SPONSOR agrees to provide or cause to be provided a Material Safety Data Sheet (MSDS) for all products, substances or materials to be applied to the LOCATION. SPONSOR agrees that all chemical substances or hazardous materials shall be applied to the LOCATION by a Certified Chemical Applicator in the State of Oklahoma. Proof of current license of the applicator shall be provided with the list of substances, the MSDS sheets, insurance certificates, and other information required of contractors as set forth in this agreement.
- J. **AGREEMENT DURATION--** This agreement shall be effective upon approval by OWNER Council and may be renewed for an additional one (1) year term, if requested in writing by SPONSOR and approved by the OWNER Council, provided however this agreement may be terminated by either party upon written notice to the other in accordance with this agreement. The OWNER may modify or cancel this program and this agreement, after the occurrence of a default by SPONSOR hereunder which has not been cured or corrected as provided herein, within 30 days provided that written notice has been sent to the SPONSOR's contact person at the address last provided in accordance with this Agreement.
- K. **OWNER MAINTENANCE--** Should SPONSOR not renew this agreement after one (1) year terms and relinquish maintenance of LOCATION, OWNER will maintain LOCATION as funds permit. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by SPONSOR and OWNER based on the availability of funds.
- L. **TRAILHEAD--** OWNER shall maintain the trailhead parking surface, bathroom facilities, and water source. SPONSOR agrees to notify OWNER of any vandalism.

OWNER will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the SPONSOR's activity, provided that refuse is deposited in receptacles provided. SPONSOR shall be responsible for the refuse and garbage pickup and facility cleanup on the grounds and agrees to restore all which existed prior to SPONSOR's usage.

OWNER shall furnish SPONSOR with adequate sets of keys to the facilities. Only locks and keys supplied by OWNER shall be used. SPONSOR agrees to furnish OWNER with

a list of those people to whom SPONSOR has furnished any key(s) and to inform OWNER of any changes therein. OWNER reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. SPONSOR shall furnish OWNER with keys to structures that contain only SPONSOR equipment. Said keys will be kept in the Public Works Division office in the Midwest OWNER Service Center Facility. Locks and keys that are lost during the term of this contract will be replaced at SPONSOR's expense.

- M. **HAZARDS--** Should any of the improvements become a hazard or safety risk, the OWNER reserves the right to remove the hazard as quickly as possible.

II. **NOTICES**

Notices or other communications to the OWNER regarding this contract shall be sent by registered or certified mail, postage prepaid, addressed to:

Public Works Director
The City of Midwest City – Public Works Administration
8730 S.E. 15th Street
Midwest City, Oklahoma 73110

Notices or other communications to SPONSOR shall be sent by registered or certified mail, postage prepaid, to:

Oklahoma Earthbike Fellowship, Inc.
President
PO Box 2320
Oklahoma City, OK 73101

And by electronic notice to:

Oef.president@gmail.com , Bubbatrailrider@yahoo.com , Rstreets@midwestcityok.org

OWNER:

City of Midwest City

SPONSOR:

Oklahoma Earthbike Fellowship, Inc.

By: _____

By: Ryan Steadley_____

Title: _____

Title: President_____

Date Signed: _____

Date Signed: March 10, 2022_____



ATTEST:

CITY CLERK

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

CITY ATTORNEY

NE 36th St.

N Midwest Blvd.

Exhibit "A" Map

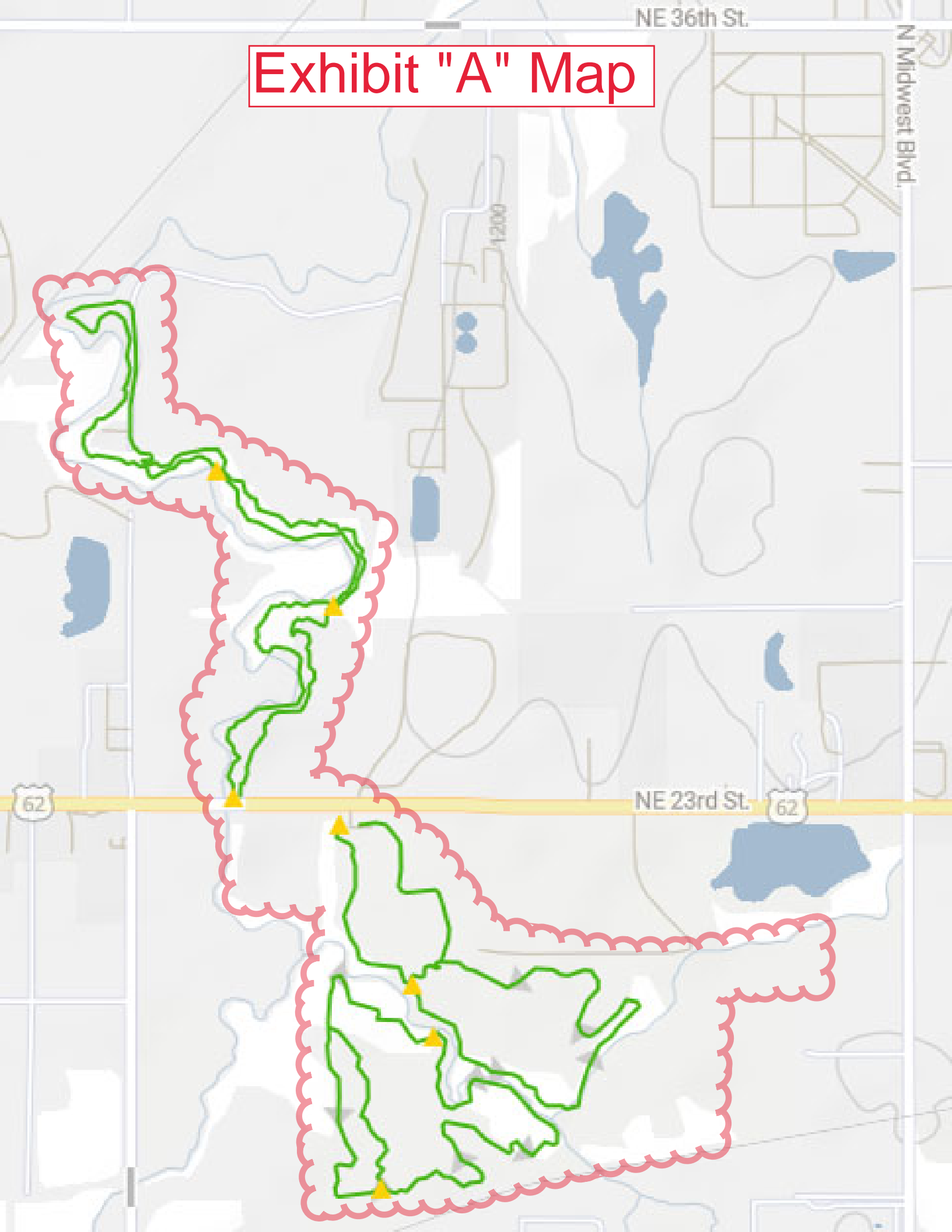


EXHIBIT "B"-- ACKNOWLEDGMENT AND GENERAL RELEASE

I acknowledge that I am a volunteer of Oklahoma Earthbike Fellowship, Inc. hereinafter referred to as "SPONSOR") and have agreed to assist in the maintenance of Mountain Bike Trails at: SCIP Recreational Trail (hereinafter referred to as "LOCATION") in Midwest City. I acknowledge that I am not an employee of and not under any employment contract with the SPONSOR or The City of Midwest City to perform work or labor at the LOCATION. I further acknowledge that I am at least 18 years of age, of sound body and mind, and have no physical or other impairments that would prevent or limit me from performing such volunteer work. I recognize that such work may involve heavy lifting and other strenuous and risky activity, the consequences of which I accept. If I am injured during such maintenance, I agree to look to my own resources and/or my own insurance to cover any medical bills or other losses that I may suffer. No worker's compensation will be available.

I hereby release SPONSOR and The City of Midwest City and their officers, agents, employees, affiliates, successors and assigns from any and all liability, claims and losses, of every kind, which I now have or ever had or which may later accrue, relating to any action or inaction taken by any of the foregoing with respect to the maintenance of the aforementioned landscape improvements and any and all activities undertaken in connection with such maintenance.

Signed this _____ day of _____, 20_____.

Print Name: _____

Signature : _____

NOTE: Copies of signed release forms shall be provided to the Midwest City Public Works Department upon request by the City of Midwest City.

EXHIBIT "C" -- ACKNOWLEDGMENT AND GENERAL RELEASE
(For children 18 years of age and under)

I acknowledge that I am a volunteer of Oklahoma Earthbike Fellowship, Inc., hereinafter referred to as "**SPONSOR**") and I am allowing my child(ren) to participate in volunteer activities regarding the project described in this agreement. I have agreed to allow my child or children to assist in the maintenance of Mountain Bike Trails at: SCIP Recreational Trail (hereinafter referred to as "**LOCATION**"), in Midwest City. I acknowledge that neither I nor my child(ren) are employees of, or under any employment contract with the **SPONSOR** or The City of Midwest to perform work or labor at **LOCATION**. I further acknowledge that I am at least 18 years of age, of sound body and mind, and that neither I nor my child(ren) have any physical or other impairments that would prevent or limit us from performing such volunteer work. I recognize that such work may involve heavy lifting and other strenuous and risky activity, the consequences of which I accept. If I or my child(ren) are injured during such maintenance, I agree to look to my own resources and/or my own insurance to cover any medical bills or other losses that I or my child(ren) may suffer. No worker's compensation will be available.

I hereby release SPONSOR and The City of Midwest City and their officers, agents, employees, affiliates, successors and assigns from any and all liability, claims and losses, of every kind, which I or my child(ren) now have or ever had or which may later accrue, relating to any action or inaction taken by any of the foregoing with respect to the maintenance of the aforementioned landscape improvements and any and all activities undertaken in connection with such maintenance.

Signed this _____ day of _____, 20_____.

Print Name (Parent or Guardian): _____

Signature (Parent or Guardian): _____

Name _____ of _____ Age: _____ Child:

Name _____ of _____ Age: _____ Child:

NOTE: Copies of signed release forms shall be provided to the Midwest City Public Works Division upon request by the City of Midwest City.



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of approving Change Order #01 with the Oklahoma Department of Transportation for STPG-255F(481)AG, State Job Number 33347(04), Signal Upgrade Project for *-\$732.00*.

The attached change order is for the signal upgrade project recently completed. This is a change order for the project and accounts for field changes during construction. The amount is negotiated on our behalf by ODOT per the project agreement.

Fund balances are determined at closure of project.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

Oklahoma Department of Transportation Change Order

Contract ID	210214	Primary County	OKLAHOMA	Primary PCN	33347(04)
Change Order Nbr	001	Project	STPG-255F(481)AG		
Contract Description	SAFETY IMPROVEMENT (PEDESTRIAN SIGNALS) CITY STREETS (RENO AVENUE/MIDWEST BOULEVARD/DOUGLAS BOULEVARD/ SE 15TH STREET): AT MULTIPLE LOCATIONS IN THE CITY OF MIDWEST CITY. PROJECT LENGTH = 0.000 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO		Status	Pending	

General Change Order Description(s): This change order adds two additional items of work that are required due to site conditions. It also adds three additional days to the contract to credit the contractor for days that should have been no-charge day.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
33347(04)	0450	0302	840(A)0200	EA	\$1,365.00	4.00	4.00	-4.00	0.00	
Item Description: E.P.S. OPTICAL EMITTER								This Change:		\$-5,460.00
Supplemental Description 1:								Prev Revised:		\$5,460.00
Supplemental Description 2:								New Revised:		\$0.00
								Bid Contract:		\$5,460.00
								Net Change:		\$-5,460.00
								PCT Change:		-100 %
Explanations: This item is being reduced due to the fact that the item was not used.										
33347(04)	8000	0100	619(B)6356	LF	\$10.00	0.00	0.00	297.80	297.80	
Item Description: REMOVAL OF CURB AND GUTTER								This Change:		\$2,978.00
Supplemental Description 1: Curb and gutter removal								Prev Revised:		\$0.00
Supplemental Description 2:								New Revised:		\$2,978.00
								Bid Contract:		\$0.00
								Net Change:		\$2,978.00
								PCT Change:		100.00 %
Explanations: This pay item is being added to the contract because it was a site requirement that was not in the original pay items.										
33347(04)	8001	0100	616(M)3705	EA	\$350.00	0.00	0.00	5.00	5.00	
Item Description: WATER VALVE RISER ADJUST TO GRADE								This Change:		\$1,750.00
Supplemental Description 1: Water Valve Adujst to Grade								Prev Revised:		\$0.00
Supplemental Description 2:								New Revised:		\$1,750.00
								Bid Contract:		\$0.00
								Net Change:		\$1,750.00
								PCT Change:		100.00 %
Explanations: This pay item is being added to the contract due to site conditions.										

TOTAL VALUE FOR CHANGE ORDER 001 : \$-732.00

Contract Time Adjustments	
Adjusted No. of Days:	3.00
Explanation:	Three days are being credited back to the contractor due to the fact that January 1st, 15th, and 22nd should have been no-charge days due to site conditions.This will adjust the contract time from 60 days to 63 days.

Contract ID	210214	Primary County	OKLAHOMA	Primary PCN	33347(04)
Change Order Nbr	001	Project	STPG-255F(481)AG		

Prime Contractor's Section

As the duly authorized representative of TRAFFIC SIGNALS, INC., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

*Signature*_____
*Name(Printed)*_____
Company Title

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

*Notary Public*_____
*Commission Number***Oklahoma Department of Transportation Section**

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

*P.E. Seal***Residency Administration(R)**
Field Division Administration(R)
Construction Administration(R)
Central Office Administration(R)**Department Personnel**
Harlin, Christopher
January, Trenton
Leonard, John B.
Davis, Shawn**Approval Date**_____
Signature

Contract ID	210214	Primary County	OKLAHOMA	Primary PCN	33347(04)
Change Order Nbr	001	Project	STPG-255F(481)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

City/County Official

Date Acknowledged



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of approving Change Order #08 with the Oklahoma Department of Transportation for STP-255B(461)AG, State Job Number 31548(04), SE 29th Street reconstruction for *-\$122,005.33*.

The attached change order is for the SE 29th Street reconstruction project completed in October 2020. This is the final change order for the project and accounts for all the discrepancies in quantities during construction. The amount is negotiated on our behalf by ODOT per the project agreement.

Fund balances are determined at closure of project.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

Oklahoma Department of Transportation Final Quantity Change Order

Contract ID	190156	Primary County	OKLAHOMA	Primary PCN	31548(04)
Change Order Nbr	008	Project	STP-255B(461)AG		
Contract Description	WIDEN, RESURFACE, AND SIDEWALKS CITY STREET (SE 29TH STREET): FROM MIDWEST BOULEVARD, EXTEND EAST IN MIDWEST CITY. PROJECT LENGTH = 1.01 MILES				
Change Order Type	CHANGE ORDER				
Zero Dollar Change Order	NO		Status	Pending	

General Change Order Description(s): This change order established the Final Quantity Change Order for this project. Final quantities agreed upon between the Contractor and the Department.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
31548(04)	0001	0100	201(A) 0102	LSUM	\$10,000.00	1.00	1.00	0.00	1.00	
	Item Description: CLEARING AND GRUBBING								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$10,000.00
	Supplemental Description 2:								Final Amount:	\$10,000.00
									Bid Contract:	\$10,000.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0002	0100	202(A) 0183	CY	\$16.00	6,223.00	6,223.00	0.00	6,223.00	
	Item Description: UNCLASSIFIED EXCAVATION								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$99,568.00
	Supplemental Description 2:								Final Amount:	\$99,568.00
									Bid Contract:	\$99,568.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0003	0100	205(A) 4230	CY	\$16.00	1,510.00	1,510.00	0.00	1,510.00	
	Item Description: TYPE A-SALVAGED TOPSOIL								This Change:	\$0.00
	Supplemental Description 1:								Prev Revised:	\$24,160.00
	Supplemental Description 2:								Final Amount:	\$24,160.00
									Bid Contract:	\$24,160.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0004	0100	221(C) 2801	LF	\$2.00	4,216.00	4,216.00	1,954.25	6,170.25	
	Item Description: TEMPORARY SILT FENCE								This Change:	\$3,908.50
	Supplemental Description 1:								Prev Revised:	\$8,432.00
	Supplemental Description 2:								Final Amount:	\$12,340.50
									Bid Contract:	\$8,432.00
									Net Change:	\$3,908.50
									PCT Change:	46.35 %
	Explanations: There was more area disturbed than per plan because of site condition and extra work.									
31548(04)	0005	0100	221(F) 0100	LF	\$22.00	100.00	100.00	-100.00	0.00	
	Item Description: TEMPORARY SILT DIKE								This Change:	-\$2,200.00
	Supplemental Description 1:								Prev Revised:	\$2,200.00
	Supplemental Description 2:								Final Amount:	\$0.00
									Bid Contract:	\$2,200.00
									Net Change:	-\$2,200.00
									PCT Change:	-100 %
	Explanations: This item was not needed based on site conditions.									
31548(04)	0006	0100	230(A) 2806	SY	\$5.00	9,040.00	9,040.00	14,525.58	23,565.58	
	Item Description: SOLID SLAB SODDING								This Change:	\$72,627.90
	Supplemental Description 1:								Prev Revised:	\$45,200.00
	Supplemental Description 2:								Final Amount:	\$117,827.90
									Bid Contract:	\$45,200.00
									Net Change:	\$72,627.90
									PCT Change:	160.68 %
	Explanations:									

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
More sod was needed than per plan and also more area was disturbed because of some utility issues where this line item was needed.										
31548(04)	0007	0100	307(H) 4270	SY	\$6.40	39,842.00	39,842.00	-1,953.31	37,888.69	
Item Description: LIME STABILIZED SUBGRADE										This Change: \$-12,501.18
Supplemental Description 1:										Prev Revised: \$254,988.80
Supplemental Description 2:										Final Amount: \$242,487.61
										Bid Contract: \$254,988.80
										Net Change: \$-12,501.18
										PCT Change: -4.90 %
Explanations: This quantity for this line item is what was needed for site conditions.										
31548(04)	0008	0100	402(E) 0225	TON	\$43.00	1,700.00	1,700.00	-258.58	1,441.42	
Item Description: TRAFFIC BOUND SURFACE COURSE TYPE E										This Change: \$-11,118.94
Supplemental Description 1:										Prev Revised: \$73,100.00
Supplemental Description 2:										Final Amount: \$61,981.06
										Bid Contract: \$73,100.00
										Net Change: \$-11,118.94
										PCT Change: -15.21 %
Explanations: This quantity represents what was needed in the field based on site conditions and truck tickets.										
31548(04)	0009	0100	407(B) 0250	GAL	\$3.50	10,006.00	10,006.00	-6,156.00	3,850.00	
Item Description: TACK COAT										This Change: \$-21,546.00
Supplemental Description 1:										Prev Revised: \$35,021.00
Supplemental Description 2:										Final Amount: \$13,475.00
										Bid Contract: \$35,021.00
										Net Change: \$-21,546.00
										PCT Change: -61.52 %
Explanations: Less than plan quantity was needed for this item based on site conditions.										
31548(04)	0010	0100	408 5774	GAL	\$2.50	13,524.00	13,524.00	-13,524.00	0.00	
Item Description: PRIME COAT										This Change: \$-33,810.00
Supplemental Description 1:										Prev Revised: \$33,810.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$33,810.00
										Net Change: \$-33,810.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0011	0100	411(B) 5945	TON	\$72.50	17,634.00	17,634.00	-712.72	16,921.28	
Item Description: SUPERPAVE, TYPE S3(PG 64-22 OK)										This Change: \$-51,672.20
Supplemental Description 1:										Prev Revised: \$1,278,465.00
Supplemental Description 2:										Final Amount: \$1,226,792.80
										Bid Contract: \$1,278,465.00
										Net Change: \$-51,672.20
										PCT Change: -4.04 %
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0012	0100	411(C) 5955	TON	\$102.00	3,341.00	3,341.00	165.23	3,506.23	
Item Description: SUPERPAVE, TYPE S4(PG 70-28 OK)										This Change: \$16,853.46
Supplemental Description 1:										Prev Revised: \$340,782.00
Supplemental Description 2:										Final Amount: \$357,635.46
										Bid Contract: \$340,782.00
										Net Change: \$16,853.46
										PCT Change: 4.94 %
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0013	0100	414(B) 5725	SY	\$35.00	3,738.00	3,738.00	214.14	3,952.14	
Item Description: DOWEL JOINTED P.C. CONCRETE PAVEMENT (PLACEMENT)										This Change: \$7,494.90
Supplemental Description 1:										Prev Revised: \$130,830.00
Supplemental Description 2:										Final Amount: \$138,324.90
										Bid Contract: \$130,830.00
										Net Change: \$7,494.90
										PCT Change: 5.72 %
Explanations: The quantity for this line item is based on what was placed in the field.										
31548(04)	0014	0100	414(G) 5275	CY	\$138.00	831.00	831.00	47.29	878.29	
Item Description: P.C. CONCRETE FOR PAVEMENT										This Change: \$6,526.02
Supplemental Description 1:										Prev Revised: \$114,678.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
Supplemental Description 2:									Final Amount:	\$121,204.02
									Bid Contract:	\$114,678.00
									Net Change:	\$6,526.02
									PCT Change:	5.69 %
Explanations: The quantity for this line item is based on what was placed in the field.										
31548(04)	0015	0100	501(A) 0313	CY	\$38.00	262.00	262.00	0.00	262.00	
Item Description: STRUCTURAL EXCAVATION UNCLASSIFIED									This Change:	\$0.00
Supplemental Description 1:									Prev Revised:	\$9,956.00
Supplemental Description 2:									Final Amount:	\$9,956.00
									Bid Contract:	\$9,956.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0016	0100	509(A) 0319	CY	\$585.00	52.00	52.00	-1.58	50.42	
Item Description: CLASS AA CONCRETE									This Change:	-\$924.30
Supplemental Description 1:									Prev Revised:	\$30,420.00
Supplemental Description 2:									Final Amount:	\$29,495.70
									Bid Contract:	\$30,420.00
									Net Change:	-\$924.30
									PCT Change:	-3.03 %
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0017	0100	509(D) 0325	CY	\$750.00	1.00	1.00	3.03	4.03	
Item Description: CLASS C CONCRETE									This Change:	\$2,272.50
Supplemental Description 1:									Prev Revised:	\$750.00
Supplemental Description 2:									Final Amount:	\$3,022.50
									Bid Contract:	\$750.00
									Net Change:	\$2,272.50
									PCT Change:	303.00 %
Explanations: More of this line item was needed for additional signs.										
31548(04)	0018	0100	511(A) 0332	LB	\$1.50	8,535.00	8,535.00	309.70	8,844.70	
Item Description: REINFORCING STEEL									This Change:	\$464.55
Supplemental Description 1:									Prev Revised:	\$12,802.50
Supplemental Description 2:									Final Amount:	\$13,267.05
									Bid Contract:	\$12,802.50
									Net Change:	\$464.55
									PCT Change:	3.62 %
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0019	0100	601(B) 0536	TON	\$225.00	11.00	11.00	20.70	31.70	
Item Description: TYPE I-A PLAIN RIPRAP									This Change:	\$4,657.50
Supplemental Description 1:									Prev Revised:	\$2,475.00
Supplemental Description 2:									Final Amount:	\$7,132.50
									Bid Contract:	\$2,475.00
									Net Change:	\$4,657.50
									PCT Change:	188.18 %
Explanations: Site conditions warranted the placement of additional quantities around culverts.										
31548(04)	0020	0100	601(C) 0538	TON	\$325.00	5.00	5.00	18.35	23.35	
Item Description: TYPE I-A FILTER BLANKET									This Change:	\$5,963.75
Supplemental Description 1:									Prev Revised:	\$1,625.00
Supplemental Description 2:									Final Amount:	\$7,588.75
									Bid Contract:	\$1,625.00
									Net Change:	\$5,963.75
									PCT Change:	367.00 %
Explanations: Site conditions warranted the placement of additional quantities around culverts.										
31548(04)	0021	0100	609(A) 0380	LF	\$8.60	1,506.00	1,506.00	-454.00	1,052.00	
Item Description: CONCRETE CURB (8" BARRIER-INTEGRAL)									This Change:	-\$3,904.40
Supplemental Description 1:									Prev Revised:	\$12,951.60
Supplemental Description 2:									Final Amount:	\$9,047.20
									Bid Contract:	\$12,951.60
									Net Change:	-\$3,904.40
									PCT Change:	-30.14 %
Explanations: Based on site conditions this item was not needed as much as per plan.										

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
31548(04)	0022	0100	609(B) 0381	LF	\$28.00	60.00	60.00	-11.50	48.50	
Item Description: COMBINED CURB & GUTTER (5" MOUNTABLE) Supplemental Description 1: Supplemental Description 2:									This Change: \$-322.00 Prev Revised: \$1,680.00 Final Amount: \$1,358.00 Bid Contract: \$1,680.00 Net Change: \$-322.00 PCT Change: -19.16 %	
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0023	0100	609(B) 0384	LF	\$18.60	14,263.00	14,263.00	-79.00	14,184.00	
Item Description: COMBINED CURB & GUTTER (8" BARRIER) Supplemental Description 1: Supplemental Description 2:									This Change: \$-1,469.40 Prev Revised: \$265,291.80 Final Amount: \$263,822.40 Bid Contract: \$265,291.80 Net Change: \$-1,469.40 PCT Change: -0.55 %	
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0024	0100	610(A) 0602	SY	\$48.00	4,552.00	4,552.00	157.44	4,709.44	
Item Description: 4" CONCRETE SIDEWALK Supplemental Description 1: Supplemental Description 2:									This Change: \$7,557.12 Prev Revised: \$218,496.00 Final Amount: \$226,053.12 Bid Contract: \$218,496.00 Net Change: \$7,557.12 PCT Change: 3.45 %	
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0025	0100	610(B) 0604	SY	\$65.00	778.00	778.00	1.71	779.71	
Item Description: 6" CONCRETE DRIVEWAY Supplemental Description 1: Supplemental Description 2:									This Change: \$111.15 Prev Revised: \$50,570.00 Final Amount: \$50,681.15 Bid Contract: \$50,570.00 Net Change: \$111.15 PCT Change: 0.21 %	
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0026	0100	610(I) 4610	SF	\$36.00	140.00	140.00	0.00	140.00	
Item Description: TACTILE WARNING DEVICE-NEW Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$5,040.00 Final Amount: \$5,040.00 Bid Contract: \$5,040.00 Net Change: \$0.00 PCT Change: 0.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0027	0100	610(J) 4810	SY	\$205.00	25.00	25.00	10.39	35.39	
Item Description: (PL) STAMPED CONCRETE FINISH Supplemental Description 1: Supplemental Description 2:									This Change: \$2,129.95 Prev Revised: \$5,125.00 Final Amount: \$7,254.95 Bid Contract: \$5,125.00 Net Change: \$2,129.95 PCT Change: 41.56 %	
Explanations: Additional amounts of this line item were needed in areas not designated on the plans.										
31548(04)	0028	0100	611(A) 2657	EA	\$2,000.00	8.00	5.00	0.00	5.00	
Item Description: MANHOLE (4' DIAMETER) Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$10,000.00 Final Amount: \$10,000.00 Bid Contract: \$16,000.00 Net Change: \$-6,000.00 PCT Change: -37.50 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0029	0100	611(B) 2680	VF	\$300.00	8.00	8.00	-8.00	0.00	
Item Description: ADD'L.DEPTH IN MANHOLE (4' DIAMETER) Supplemental Description 1: Supplemental Description 2:									This Change: \$-2,400.00 Prev Revised: \$2,400.00 Final Amount: \$0.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
										Bid Contract: \$2,400.00 Net Change: \$-2,400.00 PCT Change: -100 %
										Explanations: This item was not needed based on site conditions.
31548(04)	0030	0100	611(G) 5113	EA	\$5,000.00	4.00	3.00	0.00	3.00	This Change: \$0.00 Prev Revised: \$15,000.00 Final Amount: \$15,000.00 Bid Contract: \$20,000.00 Net Change: \$-5,000.00 PCT Change: -25.00 %
										Item Description: INLET CI DES. 2 (B)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0031	0100	611(G) 5116	EA	\$5,400.00	1.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$5,400.00 Final Amount: \$5,400.00 Bid Contract: \$5,400.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: INLET CI DES. 2 (2C)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0032	0100	611(G) 5117	EA	\$6,000.00	1.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$6,000.00 Final Amount: \$6,000.00 Bid Contract: \$6,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: INLET CI DES. 2 (2B)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0033	0100	611(G) 5119	EA	\$7,000.00	3.00	2.00	0.00	2.00	This Change: \$0.00 Prev Revised: \$14,000.00 Final Amount: \$14,000.00 Bid Contract: \$21,000.00 Net Change: \$-7,000.00 PCT Change: -33.33 %
										Item Description: INLET CI DES. 2 (2D)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0034	0100	611(G) 5122	EA	\$8,000.00	1.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$8,000.00 Final Amount: \$8,000.00 Bid Contract: \$8,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: INLET CI DES. 3 (D)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0035	0100	611(G) 5125	EA	\$10,000.00	2.00	2.00	0.00	2.00	This Change: \$0.00 Prev Revised: \$20,000.00 Final Amount: \$20,000.00 Bid Contract: \$20,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: INLET CI DES. 3 (2D)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0036	0100	611(G) 5392	EA	\$3,500.00	1.00	1.00	-1.00	0.00	This Change: \$-3,500.00 Prev Revised: \$3,500.00 Final Amount: \$0.00 Bid Contract: \$3,500.00 Net Change: \$-3,500.00 PCT Change: -100 %
										Item Description: INLET CDI RCB DES. 6
										Supplemental Description 1:
										Supplemental Description 2:

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
Explanations: This item was not needed based on site conditions.										
31548(04)	0037	0100	611(G) 6000	EA	\$3,000.00	5.00	2.00	2.00	4.00	
Item Description: INLET (SMD-TYPE 1)									This Change:	\$6,000.00
Supplemental Description 1:									Prev Revised:	\$6,000.00
Supplemental Description 2:									Final Amount:	\$12,000.00
									Bid Contract:	\$15,000.00
									Net Change:	-\$3,000.00
									PCT Change:	-20.00 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0038	0100	611(H) 5196	VF	\$300.00	12.00	12.00	-12.00	0.00	
Item Description: ADDITIONAL DEPTH IN INLET									This Change:	-\$3,600.00
Supplemental Description 1:									Prev Revised:	\$3,600.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$3,600.00
									Net Change:	-\$3,600.00
									PCT Change:	-100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0039	0100	611(H) 5325	VF	\$200.00	18.00	18.00	-18.00	0.00	
Item Description: ADD'L DEPTH IN INLET CI DES. 2									This Change:	-\$3,600.00
Supplemental Description 1:									Prev Revised:	\$3,600.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$3,600.00
									Net Change:	-\$3,600.00
									PCT Change:	-100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0040	0100	611(H) 5330	VF	\$360.00	14.00	14.00	-14.00	0.00	
Item Description: ADD'L DEPTH IN INLET CI DES. 3									This Change:	-\$5,040.00
Supplemental Description 1:									Prev Revised:	\$5,040.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$5,040.00
									Net Change:	-\$5,040.00
									PCT Change:	-100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0041	0100	611(H) 5541	VF	\$450.00	3.00	3.00	-3.00	0.00	
Item Description: ADD'L DEPTH IN INLET CDI RCB DES. 6									This Change:	-\$1,350.00
Supplemental Description 1:									Prev Revised:	\$1,350.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$1,350.00
									Net Change:	-\$1,350.00
									PCT Change:	-100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0042	0100	612(A) 0641	EA	\$600.00	2.00	2.00	-1.00	1.00	
Item Description: MANHOLES ADJUST TO GRADE									This Change:	-\$600.00
Supplemental Description 1:									Prev Revised:	\$1,200.00
Supplemental Description 2:									Final Amount:	\$600.00
									Bid Contract:	\$1,200.00
									Net Change:	-\$600.00
									PCT Change:	-50.00 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0043	0100	612(F) 0648	EA	\$600.00	1.00	1.00	-1.00	0.00	
Item Description: METER BOXES ADJUST TO GRADE									This Change:	-\$600.00
Supplemental Description 1:									Prev Revised:	\$600.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$600.00
									Net Change:	-\$600.00
									PCT Change:	-100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0044	0100	612(I) 0652	EA	\$725.00	1.00	1.00	-1.00	0.00	
Item Description: WATER METER RESET									This Change:	-\$725.00
Supplemental Description 1:									Prev Revised:	\$725.00
Supplemental Description 2:									Final Amount:	\$0.00
									Bid Contract:	\$725.00
									Net Change:	-\$725.00
									PCT Change:	-100 %

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
Explanations: This item was not needed based on site conditions.										
31548(04)	0045	0100	613(A) 0491	LF	\$60.00	63.00	63.00	-63.00	0.00	
Item Description: 18" R.C.PIPE CLASS III										This Change: \$-3,780.00
Supplemental Description 1:										Prev Revised: \$3,780.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$3,780.00
										Net Change: \$-3,780.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0046	0100	613(A) 0492	LF	\$80.00	265.00	265.00	-137.00	128.00	
Item Description: 24" R.C.PIPE CLASS III										This Change: \$-10,960.00
Supplemental Description 1:										Prev Revised: \$21,200.00
Supplemental Description 2:										Final Amount: \$10,240.00
										Bid Contract: \$21,200.00
										Net Change: \$-10,960.00
										PCT Change: -51.69 %
Explanations: Based on the redesign of the plans we didn't need as much of this line item.										
31548(04)	0047	0100	613(A) 0493	LF	\$90.00	213.00	213.00	-213.00	0.00	
Item Description: 30" R.C.PIPE CLASS III										This Change: \$-19,170.00
Supplemental Description 1:										Prev Revised: \$19,170.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$19,170.00
										Net Change: \$-19,170.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0048	0100	613(EE) 5610	LF	\$50.00	493.00	493.00	147.00	640.00	
Item Description: (SP) 18" CORRUGATED POLYPROPYLENE PIPE										This Change: \$7,350.00
Supplemental Description 1:										Prev Revised: \$24,650.00
Supplemental Description 2:										Final Amount: \$32,000.00
										Bid Contract: \$24,650.00
										Net Change: \$7,350.00
										PCT Change: 29.81 %
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0049	0100	613(EE) 5620	LF	\$70.00	299.00	299.00	-279.00	20.00	
Item Description: (SP) 24" CORRUGATED POLYPROPYLENE PIPE										This Change: \$-19,530.00
Supplemental Description 1:										Prev Revised: \$20,930.00
Supplemental Description 2:										Final Amount: \$1,400.00
										Bid Contract: \$20,930.00
										Net Change: \$-19,530.00
										PCT Change: -93.31 %
Explanations: Based on the redesign of the plans we didn't need as much of this line item.										
31548(04)	0050	0100	613(EE) 5630	LF	\$90.00	191.00	191.00	-191.00	0.00	
Item Description: (SP) 30" CORRUGATED POLYPROPYLENE PIPE										This Change: \$-17,190.00
Supplemental Description 1:										Prev Revised: \$17,190.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$17,190.00
										Net Change: \$-17,190.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0051	0100	613(L) 5730	EA	\$2,000.00	1.00	1.00	0.00	1.00	
Item Description: 24" PREFAB. CULVERT END SECTION, ROUND										This Change: \$0.00
Supplemental Description 1:										Prev Revised: \$2,000.00
Supplemental Description 2:										Final Amount: \$2,000.00
										Bid Contract: \$2,000.00
										Net Change: \$0.00
										PCT Change: 0.00 %
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0052	0100	616(I) 5420	LF	\$25.00	625.00	625.00	0.00	625.00	
Item Description: 4" HDPE CASING										This Change: \$0.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
Supplemental Description 1:									Prev Revised:	\$15,625.00
Supplemental Description 2:									Final Amount:	\$15,625.00
									Bid Contract:	\$15,625.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0053	0100	619(A) 0920	LSUM	\$10,000.00	1.00	1.00	0.00	1.00	
Item Description: REMOVAL OF STRUCTURES & OBSTRUCTIONS									This Change:	\$0.00
Supplemental Description 1:									Prev Revised:	\$10,000.00
Supplemental Description 2:									Final Amount:	\$10,000.00
									Bid Contract:	\$10,000.00
									Net Change:	\$0.00
									PCT Change:	0.00 %
Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0054	0100	619(B) 0291	EA	\$2,000.00	2.00	1.00	0.00	1.00	
Item Description: REMOVAL OF HEADWALL									This Change:	\$0.00
Supplemental Description 1:									Prev Revised:	\$2,000.00
Supplemental Description 2:									Final Amount:	\$2,000.00
									Bid Contract:	\$4,000.00
									Net Change:	-\$2,000.00
									PCT Change:	-50.00 %
Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0055	0100	619(B) 4728	SY	\$6.00	2,000.00	2,000.00	-1,000.00	1,000.00	
Item Description: REMOVAL OF ASPHALT PAVEMENT									This Change:	-\$6,000.00
Supplemental Description 1:									Prev Revised:	\$12,000.00
Supplemental Description 2:									Final Amount:	\$6,000.00
									Bid Contract:	\$12,000.00
									Net Change:	-\$6,000.00
									PCT Change:	-50.00 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0056	0100	619(B) 4741	EA	\$600.00	7.00	7.00	-1.00	6.00	
Item Description: REMOVAL OF DRAINAGE INLETS									This Change:	-\$600.00
Supplemental Description 1:									Prev Revised:	\$4,200.00
Supplemental Description 2:									Final Amount:	\$3,600.00
									Bid Contract:	\$4,200.00
									Net Change:	-\$600.00
									PCT Change:	-14.28 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0057	0100	619(B) 4763	SY	\$10.00	31,727.00	31,727.00	-420.11	31,306.89	
Item Description: REMOVAL OF CONCRETE PAVEMENT W/ASPHALT OVERLAY									This Change:	-\$4,201.10
Supplemental Description 1:									Prev Revised:	\$317,270.00
Supplemental Description 2:									Final Amount:	\$313,068.90
									Bid Contract:	\$317,270.00
									Net Change:	-\$4,201.10
									PCT Change:	-1.32 %
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0058	0100	619(B) 4766	SY	\$8.00	3,421.00	3,421.00	-856.68	2,564.32	
Item Description: REMOVAL OF CONCRETE DRIVEWAY									This Change:	-\$6,853.44
Supplemental Description 1:									Prev Revised:	\$27,368.00
Supplemental Description 2:									Final Amount:	\$20,514.56
									Bid Contract:	\$27,368.00
									Net Change:	-\$6,853.44
									PCT Change:	-25.04 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0059	0100	619(B) 4767	SY	\$8.00	742.00	742.00	-371.00	371.00	
Item Description: REMOVAL OF ASPHALT DRIVEWAY									This Change:	-\$2,968.00
Supplemental Description 1:									Prev Revised:	\$5,936.00
Supplemental Description 2:									Final Amount:	\$2,968.00
									Bid Contract:	\$5,936.00
									Net Change:	-\$2,968.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
PCT Change:										-50.00 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0060	0100	619(B) 4791	LF	\$8.50	2,303.00	2,303.00	377.50	2,680.50	
Item Description: REMOVAL OF CURB										This Change: \$3,208.75
Supplemental Description 1:										Prev Revised: \$19,575.50
Supplemental Description 2:										Final Amount: \$22,784.25
										Bid Contract: \$19,575.50
										Net Change: \$3,208.75
										PCT Change: 16.39 %
Explanations: Additional amounts of this line item were needed in areas not designated on the plans.										
31548(04)	0061	0100	619(B) 5918	LF	\$16.00	1,135.00	1,135.00	-498.00	637.00	
Item Description: REMOVAL OF EXISTING PIPE										This Change: \$-7,968.00
Supplemental Description 1:										Prev Revised: \$18,160.00
Supplemental Description 2:										Final Amount: \$10,192.00
										Bid Contract: \$18,160.00
										Net Change: \$-7,968.00
										PCT Change: -43.87 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0062	0100	619(C) 0924	LF	\$3.00	6,373.00	6,373.00	-722.89	5,650.11	
Item Description: SAWING PAVEMENT										This Change: \$-2,168.67
Supplemental Description 1:										Prev Revised: \$19,119.00
Supplemental Description 2:										Final Amount: \$16,950.33
										Bid Contract: \$19,119.00
										Net Change: \$-2,168.67
										PCT Change: -11.34 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0063	0300	857(A) 8839	LF	\$1.50	100.00	0.00	0.00	0.00	
Item Description: CONSTRUCTION TRAFFIC STRIPE(PAINT)(4" WIDE)										This Change: \$0.00
Supplemental Description 1:										Prev Revised: \$0.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$150.00
										Net Change: \$-150.00
										PCT Change: -100 %
Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	0064	0300	857(E) 8887	EA	\$2.00	100.00	100.00	-100.00	0.00	
Item Description: (PL)CONSTRUCTION ZONE PAVEMENT MARKERS(FLEX TAB)TYPE 2-1										This Change: \$-200.00
Supplemental Description 1:										Prev Revised: \$200.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$200.00
										Net Change: \$-200.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0065	0300	880(A) 8812	SD	\$1.50	840.00	840.00	-840.00	0.00	
Item Description: ARROW DISPLAY(TYPE C)										This Change: \$-1,260.00
Supplemental Description 1:										Prev Revised: \$1,260.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$1,260.00
										Net Change: \$-1,260.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0066	0300	880(B) 8818	SD	\$0.85	10,920.00	10,920.00	-2,602.00	8,318.00	
Item Description: CONSTRUCTION SIGNS 0 TO 6.25 SF										This Change: \$-2,211.70
Supplemental Description 1:										Prev Revised: \$9,282.00
Supplemental Description 2:										Final Amount: \$7,070.30
										Bid Contract: \$9,282.00
										Net Change: \$-2,211.70
										PCT Change: -23.82 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0067	0300	880(B) 8821	SD	\$0.60	4,770.00	4,770.00	5,479.00	10,249.00	
Item Description: CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF										This Change: \$3,287.40
Supplemental Description 1:										Prev Revised: \$2,862.00
Supplemental Description 2:										Final Amount: \$6,149.40

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
										Bid Contract: \$2,862.00 Net Change: \$3,287.40 PCT Change: 114.86 %
										Explanations: Additional amounts of traffic control were needed because the project went over on days because of a redesign and weather.
31548(04)	0068	0300	880(B) 8824	SD	\$3.00	5,460.00	5,460.00	2,161.00	7,621.00	This Change: \$6,483.00 Prev Revised: \$16,380.00 Final Amount: \$22,863.00 Bid Contract: \$16,380.00 Net Change: \$6,483.00 PCT Change: 39.57 %
										Item Description: CONSTRUCTION SIGNS 16.0 SF TO 32.99 SF Supplemental Description 1: Supplemental Description 2:
										Explanations: Additional amounts of traffic control were needed because the project went over on days because of a redesign and weather.
31548(04)	0069	0300	880(C) 8842	SD	\$2.30	1,890.00	1,890.00	4,035.00	5,925.00	This Change: \$9,280.50 Prev Revised: \$4,347.00 Final Amount: \$13,627.50 Bid Contract: \$4,347.00 Net Change: \$9,280.50 PCT Change: 213.49 %
										Item Description: CONSTRUCTION BARRICADES(TYPE III) Supplemental Description 1: Supplemental Description 2:
										Explanations: Additional amounts of traffic control were needed because the project went over on days because of a redesign and weather.
31548(04)	0070	0300	880(C) 8848	SD	\$0.60	1,960.00	1,960.00	-1,960.00	0.00	This Change: \$-1,176.00 Prev Revised: \$1,176.00 Final Amount: \$0.00 Bid Contract: \$1,176.00 Net Change: \$-1,176.00 PCT Change: -100 %
										Item Description: WING BARRICADES Supplemental Description 1: Supplemental Description 2:
										Explanations: This item was not needed based on site conditions.
31548(04)	0071	0300	880(E) 8860	SD	\$2.70	7,280.00	7,280.00	7,638.00	14,918.00	This Change: \$20,622.60 Prev Revised: \$19,656.00 Final Amount: \$40,278.60 Bid Contract: \$19,656.00 Net Change: \$20,622.60 PCT Change: 104.91 %
										Item Description: WARNING LIGHTS(TYPE A) Supplemental Description 1: Supplemental Description 2:
										Explanations: Additional amounts of traffic control were needed because the project went over on days because of a redesign and weather.
31548(04)	0072	0300	880(F) 8878	SD	\$0.04	26,530.00	26,530.00	-16,585.00	9,945.00	This Change: \$-663.40 Prev Revised: \$1,061.20 Final Amount: \$397.80 Bid Contract: \$1,061.20 Net Change: \$-663.40 PCT Change: -62.51 %
										Item Description: DRUMS Supplemental Description 1: Supplemental Description 2:
										Explanations: <i>No explanation has been provided for this line item.</i>
31548(04)	0073	0300	880(G) 8890	SD	\$0.03	190,120.00	190,120.00	-134,175.00	55,945.00	This Change: \$-4,025.25 Prev Revised: \$5,703.60 Final Amount: \$1,678.35 Bid Contract: \$5,703.60 Net Change: \$-4,025.25 PCT Change: -70.57 %
										Item Description: CHANNELIZER CONES Supplemental Description 1: Supplemental Description 2:
										Explanations: Much of these items were not needed because of how we switched traffic around and us expediting the intersection.
31548(04)	0074	0300	882(A) 8306	SD	\$6.00	840.00	840.00	-682.00	158.00	This Change: \$-4,092.00 Prev Revised: \$5,040.00 Final Amount: \$948.00 Bid Contract: \$5,040.00 Net Change: \$-4,092.00 PCT Change: -81.19 %
										Item Description: PORT.CHANGEABLE MESSAGE SIGN Supplemental Description 1: Supplemental Description 2:
										Explanations:

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
Much of these items were not needed because of how we switched traffic around and us expediting the intersection.										
31548(04)	0075	0301	855(A) 8812	LF	\$1.00	9,228.00	9,228.00	260.00	9,488.00	
Item Description: TRAFFIC STRIPE(PLASTIC)(4" WIDE) Supplemental Description 1: Supplemental Description 2:									This Change: \$260.00 Prev Revised: \$9,228.00 Final Amount: \$9,488.00 Bid Contract: \$9,228.00 Net Change: \$260.00 PCT Change: 2.81 %	
Explanations:										
31548(04)	0076	0301	855(A) 8814	LF	\$2.50	118.00	118.00	309.00	427.00	
Item Description: TRAFFIC STRIPE(PLASTIC)(8" WIDE) Supplemental Description 1: Supplemental Description 2:									This Change: \$772.50 Prev Revised: \$295.00 Final Amount: \$1,067.50 Bid Contract: \$295.00 Net Change: \$772.50 PCT Change: 261.86 %	
Explanations: Because of some changes in the field more gore areas needed to be striped.										
31548(04)	0077	0301	855(A) 8825	LF	\$2.50	248.00	248.00	-50.00	198.00	
Item Description: TRAFFIC STRIPE(PLASTIC)(24" WIDE) Supplemental Description 1: Supplemental Description 2:									This Change: \$-125.00 Prev Revised: \$620.00 Final Amount: \$495.00 Bid Contract: \$620.00 Net Change: \$-125.00 PCT Change: -20.16 %	
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0078	0301	855(B) 8818	EA	\$170.00	22.00	22.00	-1.00	21.00	
Item Description: TRAFFIC STRIPE(PLASTIC)(ARROWS) Supplemental Description 1: Supplemental Description 2:									This Change: \$-170.00 Prev Revised: \$3,740.00 Final Amount: \$3,570.00 Bid Contract: \$3,740.00 Net Change: \$-170.00 PCT Change: -4.54 %	
Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.										
31548(04)	0079	0301	856(A) 8530	LF	\$3.00	1,783.00	1,783.00	-173.00	1,610.00	
Item Description: TRAFFIC STRIPE(MULTI-POLYMER)(4" WIDE) Supplemental Description 1: Supplemental Description 2:									This Change: \$-519.00 Prev Revised: \$5,349.00 Final Amount: \$4,830.00 Bid Contract: \$5,349.00 Net Change: \$-519.00 PCT Change: -9.70 %	
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0080	0301	856(A) 8555	LF	\$12.00	179.00	179.00	54.00	233.00	
Item Description: TRAFFIC STRIPE(MULTI-POLY)(24" WIDE) Supplemental Description 1: Supplemental Description 2:									This Change: \$648.00 Prev Revised: \$2,148.00 Final Amount: \$2,796.00 Bid Contract: \$2,148.00 Net Change: \$648.00 PCT Change: 30.16 %	
Explanations: Additional amounts of this line item were needed in areas not designated on the plans.										
31548(04)	0081	0301	856(B) 8860	EA	\$150.00	9.00	9.00	2.00	11.00	
Item Description: TRAFFIC STRIPE(MULTI-POLY)(ARROWS) Supplemental Description 1: Supplemental Description 2:									This Change: \$300.00 Prev Revised: \$1,350.00 Final Amount: \$1,650.00 Bid Contract: \$1,350.00 Net Change: \$300.00 PCT Change: 22.22 %	
Explanations: Additional amounts of this line item were needed in areas not designated on the plans.										
31548(04)	0082	0301	857(F) 8006	LF	\$1.50	640.00	640.00	51.50	691.50	
Item Description: PAVEMENT MARKING REMOVAL(TRAFFIC STRIPE) Supplemental Description 1: Supplemental Description 2:									This Change: \$77.25 Prev Revised: \$960.00 Final Amount: \$1,037.25 Bid Contract: \$960.00 Net Change: \$77.25	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
PCT Change:										8.04 %
Explanations: Additional amounts of this line item were needed in areas not designated on the plans.										
31548(04)	0083	0301	857(F) 8007	EA	\$60.00	4.00	4.00	5.00	9.00	
Item Description: PAVEMENT MARKING REMOVAL(ARROWS)										This Change: \$300.00
Supplemental Description 1:										Prev Revised: \$240.00
Supplemental Description 2:										Final Amount: \$540.00
										Bid Contract: \$240.00
										Net Change: \$300.00
										PCT Change: 125.00 %
Explanations: Additional amounts of this line item were needed in areas not designated on the plans.										
31548(04)	0084	0301	857(F) 8008	EA	\$60.00	4.00	4.00	-2.00	2.00	
Item Description: PAVEMENT MARKING REMOVAL(WORDS)										This Change: \$-120.00
Supplemental Description 1:										Prev Revised: \$240.00
Supplemental Description 2:										Final Amount: \$120.00
										Bid Contract: \$240.00
										Net Change: \$-120.00
										PCT Change: -50.00 %
Explanations: Based on site conditions this item was not needed as much as per plan.										
31548(04)	0085	0302	805(A) 8700	EA	\$175.00	8.00	8.00	-8.00	0.00	
Item Description: REMOVAL OF SIGN FOOTING										This Change: \$-1,400.00
Supplemental Description 1:										Prev Revised: \$1,400.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$1,400.00
										Net Change: \$-1,400.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0086	0302	805(A) 8724	EA	\$100.00	8.00	8.00	-8.00	0.00	
Item Description: (PL)REMOVAL OF EXISTING SIGNS										This Change: \$-800.00
Supplemental Description 1:										Prev Revised: \$800.00
Supplemental Description 2:										Final Amount: \$0.00
										Bid Contract: \$800.00
										Net Change: \$-800.00
										PCT Change: -100 %
Explanations: This item was not needed based on site conditions.										
31548(04)	0087	0302	850(A) 8110	SF	\$32.00	50.25	50.25	63.30	113.55	
Item Description: SHEET ALUMINUM SIGNS										This Change: \$2,025.60
Supplemental Description 1:										Prev Revised: \$1,608.00
Supplemental Description 2:										Final Amount: \$3,633.60
										Bid Contract: \$1,608.00
										Net Change: \$2,025.60
										PCT Change: 125.97 %
Explanations: This quantity is based on what was needed in the field. Additional sign was placed.										
31548(04)	0088	0302	851(B) 3216	LF	\$24.00	96.00	96.00	120.00	216.00	
Item Description: 2"@3.65 GALV. STEEL PIPE POST										This Change: \$2,880.00
Supplemental Description 1:										Prev Revised: \$2,304.00
Supplemental Description 2:										Final Amount: \$5,184.00
										Bid Contract: \$2,304.00
										Net Change: \$2,880.00
										PCT Change: 125.00 %
Explanations: This quantity is based on what was needed in the field. Additional sign was placed.										
31548(04)	0089	0305	802(B) 8344	LF	\$38.00	227.00	227.00	-99.00	128.00	
Item Description: 3" PVC SCH.40 PLASTIC CONDUIT BORED										This Change: \$-3,762.00
Supplemental Description 1:										Prev Revised: \$8,626.00
Supplemental Description 2:										Final Amount: \$4,864.00
										Bid Contract: \$8,626.00
										Net Change: \$-3,762.00
										PCT Change: -43.61 %
Explanations: Because of the redesign the quantity needed for this item changed.										
31548(04)	0090	0305	802(B) 8346	LF	\$20.00	133.00	133.00	-68.00	65.00	
Item Description: 3" PVC SCH.40 PLASTIC CONDUIT TRENCHED										This Change: \$-1,360.00
Supplemental Description 1:										Prev Revised: \$2,660.00
Supplemental Description 2:										Final Amount: \$1,300.00
										Bid Contract: \$2,660.00
										Net Change: \$-1,360.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change	
PCT Change:										-51.12 %	
Explanations:		Because of the redesign the quantity needed for this item changed.									
31548(04)	0091	0305	803(A) 8067	EA	\$775.00	7.00	7.00	-1.00	6.00		
Item Description:		PULL BOX(SIZE III)								This Change:	\$-775.00
Supplemental Description 1:										Prev Revised:	\$5,425.00
Supplemental Description 2:										Final Amount:	\$4,650.00
										Bid Contract:	\$5,425.00
										Net Change:	\$-775.00
										PCT Change:	-14.28 %
Explanations:		Because of the redesign the quantity needed for this item changed.									
31548(04)	0092	0305	804(A) 2915	CY	\$850.00	8.00	8.00	-8.00	0.00		
Item Description:		STRUCTURAL CONCRETE								This Change:	\$-6,800.00
Supplemental Description 1:										Prev Revised:	\$6,800.00
Supplemental Description 2:										Final Amount:	\$0.00
										Bid Contract:	\$6,800.00
										Net Change:	\$-6,800.00
										PCT Change:	-100 %
Explanations:		This item was not needed based on site conditions.									
31548(04)	0093	0305	804(B) 2916	LB	\$2.25	1,024.00	1,024.00	-1,024.00	0.00		
Item Description:		REINFORCING STEEL								This Change:	\$-2,304.00
Supplemental Description 1:										Prev Revised:	\$2,304.00
Supplemental Description 2:										Final Amount:	\$0.00
										Bid Contract:	\$2,304.00
										Net Change:	\$-2,304.00
										PCT Change:	-100 %
Explanations:		This item was not needed based on site conditions.									
31548(04)	0094	0305	805(A) 8704	EA	\$125.00	2.00	2.00	3.00	5.00		
Item Description:		REMOVAL OF PULL BOX								This Change:	\$375.00
Supplemental Description 1:										Prev Revised:	\$250.00
Supplemental Description 2:										Final Amount:	\$625.00
										Bid Contract:	\$250.00
										Net Change:	\$375.00
										PCT Change:	150.00 %
Explanations:		Based on site conditions additional pull boxes needed to be removed.Change in price									
31548(04)	0095	0305	805(A) 8726	LSUM	\$4,650.00	1.00	1.00	0.00	1.00		
Item Description:		(PL)REMOVAL OF TRAFFIC SIGNAL EQUIPMENT								This Change:	\$0.00
Supplemental Description 1:										Prev Revised:	\$4,650.00
Supplemental Description 2:										Final Amount:	\$4,650.00
										Bid Contract:	\$4,650.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0096	0305	805(D) 8742	LSUM	\$6,200.00	1.00	1.00	0.00	1.00		
Item Description:		(PL)REMOVE & RESET TRAFFIC SIGNAL EQUIPMENT								This Change:	\$0.00
Supplemental Description 1:										Prev Revised:	\$6,200.00
Supplemental Description 2:										Final Amount:	\$6,200.00
										Bid Contract:	\$6,200.00
										Net Change:	\$0.00
										PCT Change:	0.00 %
Explanations:		The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0097	0305	805(D) 8756	EA	\$250.00	3.00	3.00	-3.00	0.00		
Item Description:		(PL)REMOVE & RESET EXISTING SIGNS								This Change:	\$-750.00
Supplemental Description 1:										Prev Revised:	\$750.00
Supplemental Description 2:										Final Amount:	\$0.00
										Bid Contract:	\$750.00
										Net Change:	\$-750.00
										PCT Change:	-100 %
Explanations:		This item was not needed based on site conditions.									
31548(04)	0098	0305	806(A) 8736	EA	\$25,000.00	1.00	1.00	-1.00	0.00		
Item Description:		POLE & 50' TS MST.ARM(G.STL.)								This Change:	\$-25,000.00
Supplemental Description 1:										Prev Revised:	\$25,000.00
Supplemental Description 2:										Final Amount:	\$0.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
										Bid Contract: \$25,000.00 Net Change: \$-25,000.00 PCT Change: -100 %
										Explanations: This item was not needed based on site conditions.
31548(04)	0099	0305	806(B) 8894	EA	\$1,700.00	1.00	1.00	1.00	2.00	This Change: \$1,700.00 Prev Revised: \$1,700.00 Final Amount: \$3,400.00 Bid Contract: \$1,700.00 Net Change: \$1,700.00 PCT Change: 100.00 %
										Item Description: 10' MTG.HT.TS PED.POLE(G.STL.)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: This item was not needed based on site conditions.
31548(04)	0100	0305	811 8042	LF	\$2.25	505.00	505.00	-407.00	98.00	This Change: \$-915.75 Prev Revised: \$1,136.25 Final Amount: \$220.50 Bid Contract: \$1,136.25 Net Change: \$-915.75 PCT Change: -80.59 %
										Item Description: 1/C NO.8 ELECTRICAL CONDUCTOR
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: Based on site conditions this item was not needed as much as per plan.
31548(04)	0101	0305	811 8046	LF	\$4.50	320.00	320.00	472.00	792.00	This Change: \$2,124.00 Prev Revised: \$1,440.00 Final Amount: \$3,564.00 Bid Contract: \$1,440.00 Net Change: \$2,124.00 PCT Change: 147.50 %
										Item Description: 1/C NO.12 ELECTRICAL CONDUCTOR
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: Additional amounts of this line item were needed in areas not designated on the plans.
31548(04)	0102	0305	811 8054	LF	\$6.50	90.00	90.00	-90.00	0.00	This Change: \$-585.00 Prev Revised: \$585.00 Final Amount: \$0.00 Bid Contract: \$585.00 Net Change: \$-585.00 PCT Change: -100 %
										Item Description: 2/C NO.4 ELECTRICAL CONDUCTOR
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: This item was not needed based on site conditions.
31548(04)	0103	0305	824(C) 6551	EA	\$28,000.00	1.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$28,000.00 Final Amount: \$28,000.00 Bid Contract: \$28,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: (SP)CABINET
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0104	0305	825 8550	EA	\$33,000.00	1.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$33,000.00 Final Amount: \$33,000.00 Bid Contract: \$33,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: TRAFFIC SIGNAL CONTROLLER ASSEMBLY
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0105	0305	828 8132	LSUM	\$88,000.00	1.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$88,000.00 Final Amount: \$88,000.00 Bid Contract: \$88,000.00 Net Change: \$0.00 PCT Change: 0.00 %
										Item Description: (PL)DETECTION SYSTEM (VIDEO)
										Supplemental Description 1:
										Supplemental Description 2:
										Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0106	0305	828(B) 8136	LF	\$21.00	450.00	450.00	-188.00	262.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
	Item Description: LOOP DETECTOR WIRE Supplemental Description 1: Supplemental Description 2:									This Change: \$-3,948.00 Prev Revised: \$9,450.00 Final Amount: \$5,502.00 Bid Contract: \$9,450.00 Net Change: \$-3,948.00 PCT Change: -41.77 %
	Explanations: Based on site conditions this item was not needed as much as per plan.									
31548(04)	0107	0305	830 8000	EA	\$3,000.00	2.00	2.00	0.00	2.00	
	Item Description: PEDESTRIAN PUSH BUTTON Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$6,000.00 Final Amount: \$6,000.00 Bid Contract: \$6,000.00 Net Change: \$0.00 PCT Change: 0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0108	0305	831 8231	EA	\$730.00	10.00	10.00	0.00	10.00	
	Item Description: 1WAY 3SEC. ADJ. SIG. HD. S-6 Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$7,300.00 Final Amount: \$7,300.00 Bid Contract: \$7,300.00 Net Change: \$0.00 PCT Change: 0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0109	0305	831 8262	EA	\$740.00	2.00	2.00	0.00	2.00	
	Item Description: 1WAY 3SEC. ADJ. SIG. HD. S-10 Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$1,480.00 Final Amount: \$1,480.00 Bid Contract: \$1,480.00 Net Change: \$0.00 PCT Change: 0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0110	0305	831 8280	EA	\$1,000.00	2.00	2.00	0.00	2.00	
	Item Description: 1WAY 4SEC. ADJ. SIG. HD.S-13 Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$2,000.00 Final Amount: \$2,000.00 Bid Contract: \$2,000.00 Net Change: \$0.00 PCT Change: 0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0111	0305	831 8286	EA	\$1,300.00	1.00	1.00	0.00	1.00	
	Item Description: 1WAY 5SEC. ADJ. SIG. HD. S-19 Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$1,300.00 Final Amount: \$1,300.00 Bid Contract: \$1,300.00 Net Change: \$0.00 PCT Change: 0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0112	0305	831 8295	EA	\$600.00	2.00	2.00	0.00	2.00	
	Item Description: 1WAY 2SEC. ADJ. PED. SIG. HD. S-20 Supplemental Description 1: Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$1,200.00 Final Amount: \$1,200.00 Bid Contract: \$1,200.00 Net Change: \$0.00 PCT Change: 0.00 %
	Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
31548(04)	0113	0305	833 3030	EA	\$230.00	15.00	15.00	-1.00	14.00	
	Item Description: BACKPLATE Supplemental Description 1: Supplemental Description 2:									This Change: \$-230.00 Prev Revised: \$3,450.00 Final Amount: \$3,220.00

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
										Bid Contract: \$3,450.00
										Net Change: -\$230.00
										PCT Change: -6.66 %
										Explanations: Based on site conditions this item was not needed as much as per plan.
31548(04)	0114	0305	834(A) 8207	LF	\$4.50	825.00	825.00	485.00	1,310.00	
										This Change: \$2,182.50
										Prev Revised: \$3,712.50
										Final Amount: \$5,895.00
										Bid Contract: \$3,712.50
										Net Change: \$2,182.50
										PCT Change: 58.78 %
										Explanations: Additional amounts of this line item were needed in areas not designated on the plans.
31548(04)	0115	0305	834(A) 8208	LF	\$6.00	175.00	175.00	534.00	709.00	
										This Change: \$3,204.00
										Prev Revised: \$1,050.00
										Final Amount: \$4,254.00
										Bid Contract: \$1,050.00
										Net Change: \$3,204.00
										PCT Change: 305.14 %
										Explanations: Additional amounts of this line item were needed in areas not designated on the plans.
31548(04)	0116	0305	834(A) 8210	LF	\$7.00	315.00	315.00	-9.00	306.00	
										This Change: -\$63.00
										Prev Revised: \$2,205.00
										Final Amount: \$2,142.00
										Bid Contract: \$2,205.00
										Net Change: -\$63.00
										PCT Change: -2.85 %
										Explanations: The final quantity is within 5% of the original plan quantity and the final cost of this item is within \$10,000 of the original item total cost.
31548(04)	0117	0305	850(C) 8118	SF	\$60.00	9.00	9.00	-1.50	7.50	
										This Change: -\$90.00
										Prev Revised: \$540.00
										Final Amount: \$450.00
										Bid Contract: \$540.00
										Net Change: -\$90.00
										PCT Change: -16.66 %
										Explanations: Based on site conditions this item was not needed as much as per plan.
31548(04)	0118	0600	642(B) 0096	LSUM	\$30,000.00	1.00	1.00	0.00	1.00	
										This Change: \$0.00
										Prev Revised: \$30,000.00
										Final Amount: \$30,000.00
										Bid Contract: \$30,000.00
										Net Change: \$0.00
										PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0119	0640	220 2800	LSUM	\$7,000.00	1.00	1.00	0.00	1.00	
										This Change: \$0.00
										Prev Revised: \$7,000.00
										Final Amount: \$7,000.00
										Bid Contract: \$7,000.00
										Net Change: \$0.00
										PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	0120	0640	641 1552	LSUM	\$235,000.00	1.00	1.00	0.00	1.00	
										This Change: \$0.00
										Prev Revised: \$235,000.00
										Final Amount: \$235,000.00
										Bid Contract: \$235,000.00
										Net Change: \$0.00
										PCT Change: 0.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
31548(04)	8001	0900	611(A) 2657	EA	\$483.86	0.00	1.00	0.00	1.00	
Item Description: MANHOLE (4' DIA.) Supplemental Description 1: Structure A2 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$483.86 Final Amount: \$483.86 Bid Contract: \$0.00 Net Change: \$483.86 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8002	0900	611(G) 5113	EA	\$1,290.09	0.00	1.00	0.00	1.00	
Item Description: INLET CI DES. 2 (B) Supplemental Description 1: Structure A3 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$1,290.09 Final Amount: \$1,290.09 Bid Contract: \$0.00 Net Change: \$1,290.09 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8004	0900	611(G) 6000	EA	\$1,344.34	0.00	1.00	0.00	1.00	
Item Description: INLET (SMD-TYPE 1) Supplemental Description 1: Structure A5 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$1,344.34 Final Amount: \$1,344.34 Bid Contract: \$0.00 Net Change: \$1,344.34 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8005	0900	611(A) 2657	EA	\$637.94	0.00	1.00	0.00	1.00	
Item Description: MANHOLE (4' DIA.) Supplemental Description 1: Structure A6 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$637.94 Final Amount: \$637.94 Bid Contract: \$0.00 Net Change: \$637.94 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8006	0900	611(A) 2657	EA	\$638.14	0.00	1.00	0.00	1.00	
Item Description: MANHOLE (4' DIA.) Supplemental Description 1: Structure A7 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$638.14 Final Amount: \$638.14 Bid Contract: \$0.00 Net Change: \$638.14 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8007	0900	611(A) 2657	EA	\$634.59	0.00	1.00	0.00	1.00	
Item Description: MANHOLE (4' DIA.) Supplemental Description 1: Structure A8 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$634.59 Final Amount: \$634.59 Bid Contract: \$0.00 Net Change: \$634.59 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8008	0900	611(A) 2657	EA	\$607.31	0.00	1.00	0.00	1.00	
Item Description: MANHOLE (4' DIA.) Supplemental Description 1: Structure A9 Supplemental Description 2:									This Change: \$0.00 Prev Revised: \$607.31 Final Amount: \$607.31 Bid Contract: \$0.00 Net Change: \$607.31 PCT Change: 100.00 %	
Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.										
31548(04)	8009	0900	611(G) 6000	EA	\$1,345.55	0.00	1.00	0.00	1.00	
Item Description: INLET (SMD-TYPE 1)									This Change: \$0.00	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
			Supplemental Description 1: Structure C1						Prev Revised:	\$1,345.55
			Supplemental Description 2:						Final Amount:	\$1,345.55
									Bid Contract:	\$0.00
									Net Change:	\$1,345.55
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8010	0900	611(G) 6000	EA	\$1,313.88	0.00	1.00	0.00	1.00	
			Item Description: INLET (SMD-TYPE 1)						This Change:	\$0.00
			Supplemental Description 1: Structure D1						Prev Revised:	\$1,313.88
			Supplemental Description 2:						Final Amount:	\$1,313.88
									Bid Contract:	\$0.00
									Net Change:	\$1,313.88
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8011	0900	611(G) 6000	EA	\$1,305.12	0.00	1.00	0.00	1.00	
			Item Description: INLET (SMD-TYPE 1)						This Change:	\$0.00
			Supplemental Description 1: Structure E1						Prev Revised:	\$1,305.12
			Supplemental Description 2:						Final Amount:	\$1,305.12
									Bid Contract:	\$0.00
									Net Change:	\$1,305.12
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8012	0900	611(G) 5113	EA	\$1,310.35	0.00	1.00	0.00	1.00	
			Item Description: INLET CI DES. 2 (B)						This Change:	\$0.00
			Supplemental Description 1: Structure F1						Prev Revised:	\$1,310.35
			Supplemental Description 2:						Final Amount:	\$1,310.35
									Bid Contract:	\$0.00
									Net Change:	\$1,310.35
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8013	0900	611(G) 5113	EA	\$1,288.48	0.00	1.00	0.00	1.00	
			Item Description: INLET CI DES. 2 (B)						This Change:	\$0.00
			Supplemental Description 1: Structure G4						Prev Revised:	\$1,288.48
			Supplemental Description 2:						Final Amount:	\$1,288.48
									Bid Contract:	\$0.00
									Net Change:	\$1,288.48
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8014	0900	611(G) 5119	EA	\$1,082.35	0.00	1.00	0.00	1.00	
			Item Description: INLET CI DES. 2 (2D)						This Change:	\$0.00
			Supplemental Description 1: Structure H2						Prev Revised:	\$1,082.35
			Supplemental Description 2:						Final Amount:	\$1,082.35
									Bid Contract:	\$0.00
									Net Change:	\$1,082.35
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8015	0901	104 0700	LSUM	\$17,550.00	0.00	1.00	0.00	1.00	
			Item Description: CONSTRUCTION MISCELLANEOUS						This Change:	\$0.00
			Supplemental Description 1: Potholing for utilities						Prev Revised:	\$17,550.00
			Supplemental Description 2:						Final Amount:	\$17,550.00
									Bid Contract:	\$0.00
									Net Change:	\$17,550.00
									PCT Change:	100.00 %
			Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
31548(04)	8016	0640	104 0700	LSUM	\$53,105.34	0.00	1.00	0.00	1.00	
			Item Description: CONSTRUCTION MISCELLANEOUS						This Change:	\$0.00
			Supplemental Description 1: Equipment						Prev Revised:	\$53,105.34
			Supplemental Description 2:						Final Amount:	\$53,105.34

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
										Bid Contract: \$0.00 Net Change: \$53,105.34 PCT Change: 100.00 %
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	8017	0301	857(A) 8839	LF	\$0.36	0.00	19,988.00	-100.00	19,888.00	This Change: \$-36.00 Prev Revised: \$7,195.68 Final Amount: \$7,159.68 Bid Contract: \$0.00 Net Change: \$7,159.68 PCT Change: 100.00 %
										Item Description: CONSTRUCTION TRAFF.STR.(PAINT)(4" WIDE) Supplemental Description 1: Change in Price Supplemental Description 2:
										Explanations: Change in price
31548(04)	8018	0901	642(B) 0096	LSUM	\$5,618.37	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$5,618.37 Final Amount: \$5,618.37 Bid Contract: \$0.00 Net Change: \$5,618.37 PCT Change: 100.00 %
										Item Description: CONSTRUCTION STAKING LEVEL II Supplemental Description 1: Additional Staking Required for utility locations Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	8019	0100	611(G) 5125	EA	\$14,008.08	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$14,008.08 Final Amount: \$14,008.08 Bid Contract: \$0.00 Net Change: \$14,008.08 PCT Change: 100.00 %
										Item Description: INLET CI DES. 3 (2D) Supplemental Description 1: Modification of Str J2 Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	8020	0100	611(G) 4012	EA	\$3,000.00	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$3,000.00 Final Amount: \$3,000.00 Bid Contract: \$0.00 Net Change: \$3,000.00 PCT Change: 100.00 %
										Item Description: SPECIAL INLET DRAIN Supplemental Description 1: Modified Structure M1 to Country Style Inlet Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	8021	0100	613 0200	EA	\$2,332.00	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$2,332.00 Final Amount: \$2,332.00 Bid Contract: \$0.00 Net Change: \$2,332.00 PCT Change: 100.00 %
										Item Description: HEADWALL Supplemental Description 1: Headwall Extension Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	8022	0100	616(G) 1192	EA	\$9,067.94	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$9,067.94 Final Amount: \$9,067.94 Bid Contract: \$0.00 Net Change: \$9,067.94 PCT Change: 100.00 %
										Item Description: FIRE HYDRANTS Supplemental Description 1: Replacement of Fire Hydrant Supplemental Description 2:
										Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.
31548(04)	8023	0640	104 0700	LS	\$5,090.00	0.00	1.00	0.00	1.00	This Change: \$0.00 Prev Revised: \$5,090.00 Final Amount: \$5,090.00 Bid Contract: \$0.00 Net Change: \$5,090.00 PCT Change: 100.00 %
										Item Description: CONSTRUCTION MISCELLANEOUS Supplemental Description 1: Drainage Modifications to F1 and A9 Supplemental Description 2:

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuil Qty	Amount of Change
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Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

31548(04)	8024	0100	202(B) 0105	CY	\$16.00	0.00	4,318.14	0.00	4,318.14	
Item Description: MUCK EXCAVATION										
Supplemental Description 1: Removal and Replacement of Bad Underlying Soil										
Supplemental Description 2:										
									This Change:	\$0.00
									Prev Revised:	\$69,090.24
									Final Amount:	\$69,090.24
									Bid Contract:	\$0.00
									Net Change:	\$69,090.24
									PCT Change:	100.00 %

Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

31548(04)	8025	0100	104 0700	LS	\$129,023.91	0.00	1.00	0.00	1.00	
Item Description: CONSTRUCTION MISCELLANEOUS										
Supplemental Description 1: Compensation for overhead because of a utility delay.										
Supplemental Description 2:										
									This Change:	\$0.00
									Prev Revised:	\$129,023.91
									Final Amount:	\$129,023.91
									Bid Contract:	\$0.00
									Net Change:	\$129,023.91
									PCT Change:	100.00 %

Explanations: The final asbuil quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

TOTAL VALUE FOR CHANGE ORDER 008 : \$-122,005.33

Contract ID	190156	Primary County	OKLAHOMA	Primary PCN	31548(04)
Change Order Nbr	008	Project	STP-255B(461)AG		

Prime Contractor's Section

As the duly authorized representative of SCHWARZ PAVING CO., INC., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the changed or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the changed or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

Signature *Name (Printed)* *Company Title*

Subscribed and sworn before me this _____ day of _____ year of _____

My commission expires _____

Notary Public *Commission Number*

Oklahoma Department of Transportation Section

The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

P.E. Seal

	Department Personnel	Approval Date
Residency Administration(R)	Harlin, Christopher	
Field Division Administration(R)	January, Trenton	
Construction Administration(R)	Leonard, John B.	
Central Office Administration(R)	Davis, Shawn	

Signature

Contract ID	190156	Primary County	OKLAHOMA	Primary PCN	31548(04)
Change Order Nbr	008	Project	STP-255B(461)AG		

Local Government Section

I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.

_____ *City/County Official*

_____ *Date Acknowledged*



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, approving and entering into a contract between the Association of Central Oklahoma Governments and the City of Midwest City to receive \$58,270 to construct an active corridor along Adair Boulevard.

This contract will allow Association of Central Oklahoma Governments (ACOG) to give \$58,270 in reimbursable funds to the City of Midwest City to convert one westbound lane of Adair to an active transportation corridor. The active transportation corridor in this case would be a protected space for use by both cyclists and pedestrians to move along the length of Adair Boulevard. This corridor will improve safety for the non-motorist and allow for a more cohesive link between Rose State and the Air Depot / Original Mile Neighborhood. The City will be required to provide \$21,730 in matching funds.

The funds are from Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) program. The funds are only available for reimbursement within 24 months of the execution of this contract. No funds are obligated at this exact time but this project will be required to be budgeted in the upcoming FY 22-23 budget.

Staff recommends approval.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

Grant #: CMAQ2022-05

AIR QUALITY SMALL GRANT CONTRACT
BY AND BETWEEN THE
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
THE CITY OF MIDWEST CITY

This Grant Contract, dated the ____ day of _____, 2022, by and between the Association of Central Oklahoma Governments, a public agency (hereinafter "ACOG"), and the City of Midwest City, a city located within the Central Oklahoma Transportation Management Area, (hereinafter "Grantee") is for the provision of reimbursement of certain costs incurred for the creation of an active transportation corridor along Adair Boulevard as further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: \$58,270.

A. SCOPE OF SERVICES

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and incorporating the RFP issued by ACOG on Friday, October 1, 2021, and the Grantee's application in response thereto dated November 17, 2021, and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.1.a. Grantee agrees these grant funds shall be used for the provision of reimbursement of certain costs incurred for the creation of an active transportation corridor along Adair Boulevard from Hudiburg Drive to South Air Depot Boulevard. Marketing, promotion, education, and branding (i.e., decals, signage) associated with the project are included as allowable costs.
 - A.1.b. Grantee shall provide local matching funds of \$21,730.
 - A.1.c. Grantee shall obtain all required City permits and approvals.
 - A.1.d. Grantee shall ensure all infrastructure components of this project are accessible to the public and available for public use.
 - A.1.e. Grantee shall publish press release announcing installation of infrastructure. Grantee shall monitor infrastructure for regular usage and collect data. Grantee shall provide data electronically to ACOG as part of annual reports described in Section A.4.
 - A.1.f. Grantee will visibly and distinctly brand all ACOG Air Quality Small Grant-funded infrastructure project components with the current ACOG logo and brand standards, to be furnished by ACOG.

- A.1.g. The Grantee, or a party identified in a signed, binding document submitted as part of the grant application, shall be solely responsible for all ongoing maintenance of infrastructure and required branding to ensure functionality until the end of the infrastructure's useful life or until such time as it is no longer practical or feasible to continue to maintain. All infrastructure and branding maintenance costs are the responsibility of the Grantee.
- A.2. **CMAQ Funding:** The intention of ACOG in awarding these grant funds is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, and particulate matter as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
- A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports once the contract has been executed and a Notice to Proceed is issued. Progress reports are required until such time as all grant-funded materials and infrastructure have been purchased and installed and final reimbursement requests are provided to ACOG.
 - A.3.a. **Project Completion:** Once the project is operational/complete, Grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting.
- A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of three (3) annual reports covering at least 12 full months of project operation. The first annual report should cover the period commencing with project completion and ending with the first anniversary of project completion. Additional reporting should occur each following year on that date.

B. GRANT CONTRACT TERMS

- B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing with the Notice to Proceed date and ending 24 months after the Notice to Proceed date, hereinafter referred to as Part I of Contract Terms.
- B.2. Reporting requirements as described in Section A.3. of this Grant Contract shall be effective for the period commencing with the Notice to Proceed date and ending with the date of project completion, hereinafter referred to as Part II of Contract Terms.
- B.3. Reporting requirements as described in Section A.4. of this Grant Contract shall be effective for the period commencing with the first anniversary of project completion and ending not later than three years after project completion, hereinafter referred to as Part III of Contract Terms.
- B.4. ACOG presently has CMAQ funds available, allocated through the Federal Highway Administration and administered by the Oklahoma Department of Transportation, which may be used to facilitate CMAQ projects. This Grant Contract is contingent upon the continued availability of federal CMAQ funds.

C. PAYMENT TERMS AND CONDITIONS

- C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed \$58,270.
- C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the creation of an active transportation corridor along Adair Boulevard as described in Section A.1.a., not to exceed the maximum liability established in Section C.1.
- C.2.a. Allowable Costs are defined as expenditures directly related to the purchase, installation, branding (e.g., decals, signage), and marketing for items described in Section A.1.a.
- C.2.b. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3., within 30 days of project completion.
- C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary supporting documentation, to:

ACOG
Attn: Hannah Nolen, Transportation Planning Services
4205 N. Lincoln Blvd
Oklahoma City, OK 73105
Telephone: 405-234-2264
Email: hnolen@acogok.org

- C.3.a. Each invoice shall clearly and accurately detail the following required information:
- (1) Invoice/Reference Number (assigned by the Grantee)
 - (2) Invoice Date
 - (3) Grant Contract Number (CMAQ2022-05, assigned by ACOG to this Grant Contact)
 - (4) Grantee Name
 - (5) Grantee Federal Employer Identification Number
 - (6) Grantee Remittance Address
 - (7) Grantee Contact (name, phone, and/or email address for the individual to contact with invoice questions)
 - (8) Complete Itemization of Reimbursement Requested which shall include documentation of paid expenses and shall include each of the following:
 - i. Itemized Bill of Sale showing dates of sale/service
 - ii. Itemized Invoices for any Capital Costs for which reimbursement is requested
 - iii. Total reimbursement amount requested
- C.3.b. Each invoice shall be accompanied by a digital photo file(s) of the completed project displaying required branding (as described in section A.1.f.).
- C.3.c. Each invoice shall be accompanied by a press release, as well as social media post announcing the completion of the project and the Grantee' partnership with ACOG. ACOG can be mentioned on Twitter and Facebook (ACOGOK).

- C.4. **Invoice Timing and Limitations:** The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.1.a. and Sections C.2., C.2.a. and C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG within 30 days of project completion and shall include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. All invoices for reimbursement for costs incurred through June 30, 2022, for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2022. The same applies to any subsequent fiscal years.
- C.4.c. The Grantee's failure to provide all invoices to ACOG as required, shall result in the Grantee being deemed ineligible for reimbursement of those invoices under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for allowable costs relating to the Scope of Services as described, review and process invoice as well as request reimbursement from ODOT for Grantee's expenditures. Once ODOT has provided reimbursement for Grantee's expenditures, ACOG will issue payment to Grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs. Unallowable Costs include but are not limited to personnel and administrative costs as well as maintenance, architectural, engineering, or project inspection fees.

D. STANDARD TERMS AND CONDITIONS

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is fully executed and a Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Section A.4.
- D.7. **ACOG Liability:** Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of infrastructure and related materials shall remain with and will be the sole responsibility of the Grantee.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract and attachments is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:
Hannah Nolen, Transportation Planning Services
4205 N. Lincoln Blvd
Oklahoma City, OK 73105
Telephone: 405-234-2264
Email: hnolen@acogok.org

Grantee:
The City of Midwest City
c/o Brandon Bundy, Community Development
100 N. Midwest Blvd
Midwest City, OK 73110
Telephone: 405-739-1213
Email: bbundy@midwestcityok.org

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

By: _____

Date: _____

Mark W. Sweeney, AICP, Executive Director

REVIEWED for form and legality.

By: _____

Date: _____

Pete White, ACOG General Counsel

THE CITY OF MIDWEST CITY

By: _____

Date: _____

Adair Boulevard



Legend

Close 1 WB lane, create separated 2 way track

Existing ADA Compliant Signal

Existing sidewalk connection into neighborhood

Rose State

Large senior living complex

Future commercial re-development



1 in = 752 ft
when printed actual size on 8-1/2"x11" paper

DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of ratifying, approving and entering into the FY 2022 Unified Planning Work Program (UPWP) contract between the Association of Central Oklahoma Governments and the City of Midwest City.

This contract will allow Association of Central Oklahoma Governments (ACOG) and the City of Midwest City to continue to work together on items such as traffic planning, traffic counts, and other miscellaneous activities that strengthen the metropolitan area as a whole.

Staff recommends approval.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

CONTRACT

Between

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

and the

CITY OF MIDWEST CITY

1. PARTIES AND PURPOSE

This CONTRACT made and entered into for Fiscal Year (FY) 2022, 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 ACOG Metropolitan Planning Organization (MPO). 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 ACOG MPO transportation management area (TMA) as identified in the FY 2022 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.

2. EFFECTIVE DATE

The provisions of this CONTRACT shall become effective on the first day of July 2021, 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 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2022 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

3. ORGANIZATION

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 6, 2021. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

4. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2022 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

ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

5. 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 ACOG MPO as set forth in this CONTRACT shall not exceed **\$8,500** of which **\$6,800** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E.

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.

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

6. AUDIT

As part of this CONTRACT, MWC agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

7. 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.

8. 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 count locations, billable at the agreed upon rate of \$150/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 2022, shall be submitted on or before **July 15, 2022**.

9. 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 15, 2022**.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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."

15. TRAVEL

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

16. 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.

17. 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 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

18. 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.

19. 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.

20. 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.

21. 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.

- A. 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.
- B. 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.
- C. 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.
- D. 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.

- E. 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:
- 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraph (A) through (F) 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. GOVERNING LAWS 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.

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.

27. 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.

28. 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.

29. 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:

- A. if intended for ACOG, by electronic transmission to bgarner@acogok.org, or by mail, addressed to ACOG at:

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

- B. if intended for MIDWEST CITY, by electronic transmission to BBundy@MidwestCityOK.org, or by mail addressed to MIDWEST CITY at:

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

30. 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 MWC HAVE EXECUTED THIS CONTRACT.

ATTEST:

ASSOCIATION OF CENTRAL
OKLAHOMA GOVERNMENTS

Secretary

Chairperson, Board of Directors

Date

Approved as to form and legality this _____ day of _____, 2022.

Pete White, General Counsel

ATTEST:

THE CITY OF MIDWEST CITY

City Clerk

Mayor

Date

Approved as to form and legality this _____ day of _____, 2022.

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:

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.
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.

EXHIBIT B (page 2 of 2)

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

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 2)

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
 - b. 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
 - 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
 - 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
 - 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
 - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
 - 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

EXHIBIT C (page 2 of 2)

NONDISCRIMINATION OF EMPLOYEES

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
 - 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
 - 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. Report all violations, which are not corrected by MWC within such time as is specified by ACOG in its notice of violation, 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.
- 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



Engineering and
Construction Services
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration for adoption, including any possible amendment of change order #4 amending the contract with Shiloh Enterprises, Inc. to construct the WP Bill Atkinson Park in a decrease of \$39,613.67 and add 8 days of time.

The attached change order is for the construction of the WP Bill Atkinson Park. This change order is a culmination of various field changes.

COR#09 – REVISED from previous, -\$59,118.87, -30 days. COR #09 was previously approved in change order #3. However, the decision was made after approval to remove the dry pipe sprinkler. The deduction in time and days are accounting for work already complete.

COR#16 – W Mid-America Blvd paving, \$19,505.20, 38 days. During reconstruction of the intersection W Mid-America Blvd and W Rickenbacker Dr.; a grade error was found in the plans that would have resulted in ponding water. This item will prevent the ponding issue by removing additional pavement that was not accounted for in the original scope.

This will decrease the original contract by \$39,613.67, bringing the new contract amount to \$5,198,012.95. The additional 8 delay days will bring the new contract length to 442 total days.

The funding for this project is appropriated in project #9219G1.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

Change Order 004

Project:

WP Bill Atkinson Park
301 E Mid-America Blvd
Midwest City, OK 73110

Owner:

City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

Contractor:

Shiloh Enterprises, Inc.
5720 N. Industrial Blvd.
Edmond, OK 73034

Contract Information:

General Construction
effective 04/20/2021

Change Order: 004

Date: 03/10/2022

The Contract is Changed as Follows:

COR 16	Revised Paving at west intersection	\$19,505.20	38 Days
COR 09	Omitting Dry Pipe Sprinkler	(\$59,118.87)	-30 Days

Total (\$39,613.67) 8 Days

The original contract:	<u>\$5,198,000.00</u>	365 Days
The net change by previously authorized Change Orders	<u>\$39,626.62</u>	69 Days
The Contract Sum prior to this Change Order was	<u>\$5,237,626.62</u>	434 Days
The Contract Sum will be decreased by this Change Order in the amount of	<u>(\$39,613.67)</u>	8 Days

The new Contract Sum including this Change Order will be \$5,198,012.95 442 Days

Note: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Shiloh Enterprises, Inc.

CONTRACTOR

City of Midwest City

OWNER



SIGNATURE

SIGNATURE

Steve Preston, President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

3/11/2022

DATE

DATE



GENERAL CONSTRUCTION
 MANAGEMENT
 5720 N. I-35 Industrial Blvd.
 Edmond, Ok. 73034

405-341-5500 Phone
 405-341-7106 Fax

3/10/2022

WP Bill Atkinson Park
COR 9-ASI #1 (Revised to eliminate dry pipe
system w/ exception of work completed)

	ADD	DEDUCT
Godfrey & Company-Utlities (Work Completed)		\$0.00
Add one bollard		(\$700.00)
Door, Frame & Hardware material (Restocking Fee)		(\$1,073.30)
Door & Hardware labor		(\$500.00)
Knox Box (Already Have)		\$0.00
Southwest Drywall-Framing		(\$3,840.00)
Advanced-Paint		(\$905.00)
APS-Fire Sprinkler (No cost for design started)		(\$39,300.00)
Allstate-Electrical (No cost for conduit ran)		(\$6,894.00)

Note: Deduct 30 days from the prior approved 45 days.

Subtotal	(\$53,212.30)
OH&P 10%	(\$5,321.23)
Bonding 1%	(\$585.34)
Total	(\$59,118.87)



405-341-5500 Phone

405-341-7106 Fax

GENERAL CONSTRUCTION
MANAGEMENT

5720 N. I-35 Industrial Blvd.
Edmond, Ok. 73034

2/18/2022

WP Bill Atkinson Park
COR 16-removal and paving portion of 200/300 Block of
W Mid-America Blvd, abutting raised crosswalk to
eliminate error with grades

	ADD	DEDUCT
D Owen-Dirtwork	\$1,872.00	
K&M-Demo	\$3,800.00	
Connelly-Paving	\$8,460.00	
Traffic Control	\$2,200.00	
Survey	\$1,400.00	

Note: 38 additional days is requested for this CO.

Subtotal	<hr/> \$17,732.00
OH&P 10%	\$1,773.20
Total	<hr/> \$19,505.20



PROPOSAL

Date: 02/15/2022

Project Name: WP Bill Atkinson Park

Project Location: Midwest City, OK

Revised Grading along West Roadway Bid: \$1,872.00

Scope of Work:

- Remobilization
- Cut/fill to spot elevations
- Bluetop paved areas to +/- .1
- Import/export of materials

Exclusions:

- Surveying

Please refer any questions to:

Payte Owen

405-880-3456

payteowen@dowenconstructionllc.com

Disclaimer:

Upon completion of leveling site per spec, D Owen Construction LLC will not be responsible for accuracy of grade once general contractor or another subcontractor begin any operations at the site. This would include, but not limited to, utility contractors, stabilization services and concrete contractors. D Owen Construction is not liable for incorrect staking by survey company.

K & M Wrecking

Demolition:

Industrial
Commercial/Residential
Exterior/Interior

K & M Dirt Services, LLC
P.O. Box 891920
Oklahoma City, OK 73189-1920
(405)691-5100 Fax (405)691-5996

Land Clearing
Excavation

Date: February 17, 2022 **To:** Shiloh Enterprises, Inc. **Attn:** David French
Phone: 405-341-5500 **Fax:** _____ **Email:** dwfrench2009@live.com
Address: _____
Job Name/Site: 301 E. Mid America- MWC, OK

We agree to furnish all labor, materials, and insurance necessary to complete the proposed work in accordance with the following:
BID INCLUDES AND IS LIMITED TO THE FOLLOWING ITEMS:

- 1.) K&M Wrecking will demolish and haul off a 25'x45' section of the concrete street and a 5'x45' section of concrete sidewalk.
- 2.) Rough grade disturbed areas.
- 3.) The clean up and haul off of all debris generated by K&M Wrecking.
- 4.) All demolition debris will be legally disposed of off site.
- 5.) Bid proposal includes trucking fees, equipment fees, labor fees and saw cutting fees for the above scope of work.
- 6.) Bid is based on using track equipment and doing all demolition work in one mobilization.

Total: \$ 3,800.00

K&M Wrecking

Job Name/Site: 301 E. Mid America- MWC, OK

EXCLUDES:

- 1.) Removal of any hazardous materials.
- 2.) Any disconnecting, capping, removal or re-routing of any utilities.
- 3.) Any seeding, sodding, or silt fencing.
- 4.) Import or export of any fill materials.
- 5.) Barricades, pedestrian protection or construction fencing.
- 6.) Damage or repair to anything unknown or unmarked under the ground.

For the sum of: See Prices Listed Above

Completion Date: Open

Payment to be made as follows: Upon Completion of Job

Bid form must be signed before any work can be done.

This proposal is limited to thirty days acceptance from date hereof. This proposal excludes testing or handling of hazardous materials, importing of fill dirt or utility work unless specified in proposal. The Company shall not be responsible for damage or delay due to strikes, fires, accidents or other causes beyond its reasonable control. The Company carries Workmen's Compensation and General Liability insurance, but does not assume risks of any other character under this contract. After acceptance by the owner in the space below, this contract shall be binding either upon approval below by an officer of the company or upon commencement of the work by the Company and shall then constitute the entire agreement between the Company and the owner. No oral terms or representation shall be considered a part of this agreement. Payment in full is expected upon completion of job.

Signature _____

Print _____

Date _____

K & M Wrecking

By _____

Title Duane Allen / Estimator

Email duane@kmwrecking.org

CONNELLY PAVING COMPANY

CONCRETE

ASPHALT

SINCE 1907

J.A. Connelly, Jr.
President

February 8, 2022

J.A. Connelly, III (Andy)
Vice President

VIA EMAIL

Shiloh Enterprises, Inc.
5720 N. I-35 Industrial Blvd
Edmond, OK 73034
Attn: Steve Preston/ David French

J.A. Connelly, Sr.
1928-2003

Morgan P. Connelly
Vice President

Following is our price for the proposed paving grades errors per RFP 200/300 block of Mid-America Blvd. per the e-mail sent by Peter Singleton on the City of MWC today.

A.F. Connelly
1906-1962

By Others: Saw cut & demolition, utility work, traffic control, barricades, inspections, material testing.

Our price for paving includes:

1. 6" P.C. concrete curb and gutter – 39 LF
2. 6" P.C. concrete paving on existing subgrade – 108.3 SY
3. 4" P.C. concrete sidewalk to match existing – 17.3 SY
4. Joint seal for our work.
5. Layout for our work.

J.F. Connelly
1903-1959

OUR PRICE: **\$ 8,460.00**

Morgan Connelly
1882-1942

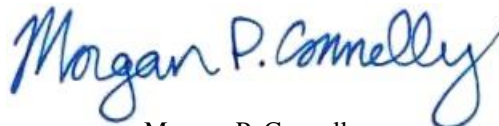
***Please Note: Prior to our mobilization, rough grades must be certified by others & written verification provided that grades are within +/- 1/10 ft per the project specifications.**

We are covered by public liability, property damage, and compensation insurance.

A.D. Connelly
1876-1958

Thank you for the opportunity of submitting this bid.

Sincerely,



Morgan P. Connelly
(o) 405-943-8388
Morgan@Connelypaving.com



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of entering into a contract with Kompan, Inc. in the amount of \$700,000 to design and build playground equipment for the future Mid-America Park expansion, a 2018 GO Bond Project.

Eight proposals were received from seven separate vendors on February 1st, 2022 for the above referenced project. A selection committee consisting of staff from Community Development, Grants, Parks, and Public Works considered all the applications before recommending award to Kompan Inc.

This is a 2018 General Obligation Bond project approved by the vote of the people. Funding for this project was appropriated in project #1419G1.

Staff recommends awarding the bid to Kompan Inc.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

THIS PURCHASING AND CONSTRUCTION AGREEMENT (hereinafter referred to as “**Agreement**”) is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as “**City**”), and (Kompan, Inc.), (hereinafter referred to as “**Provider**”) (**City**, and **Provider** being collectively referred to herein as the “**Parties**”) and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, City is in need of the following goods, services, construction and installation to design and construct an inclusive playground with a safety surface at Mid-American Park in Midwest City, Oklahoma; and

WHEREAS, City published a Request for Proposal (RFP) for the design and construction of an inclusive playground with a safety surface at Mid-American Park in Midwest City, Oklahoma in January of 2022; and

WHEREAS, City received sealed bids for the design and construction of an inclusive playground with a safety surface at Mid-American Park in Midwest City, Oklahoma on February 1, 2022; and

WHEREAS, Provider submitted the lowest and best bid to the **City**, and was selected by the **City** to design and construct an inclusive playground with a safety surface at Mid-American Park in Midwest City, Oklahoma; and

WHEREAS, Provider is in the business of goods and services that is needed by the **City**; and

WHEREAS, the City and the **Provider** have reached an agreement for the **Provider** to provide the **City** the requested good, services, construction and installation; and

WHEREAS, City hereby retains **Provider** to provide the goods, services, construction and installation as an independent contractor; and

WHEREAS, Provider agrees to provide the **City** all goods, services, construction and installation in accordance with the standards exercised by experts in the field, necessary to provide the **City** services, products, solutions and deliverables that meet all the purposes and functionality requested or described in the RFP and in this Agreement.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

NOW, THEREFORE, for and in consideration of the above premises and mutual covenants as set forth herein, the **City**, and **Provider** hereby agree as follows:

1. INDEPENDENT CONTRACTOR STATUS

Subject to the terms and conditions of this **Agreement**, the City retains the **Provider** as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the City services, products, solutions, and deliverables (collectively referred to as “Deliverables”) that meet all the purposes and functionality requested or described in this Agreement. The City shall meet with Provider to identify service needs on a project by project basis. **Provider** will provide a written proposal for the identified services in accord with the terms and conditions of this Agreement. The **City** may issue a purchase order for the identified services accompanied by Provider’s written proposal. Upon issuance of the purchase order, the **Provider** shall be responsible for timely providing the services authorized by the purchase order (“Project”). Upon completion of the Project (services in a purchase order), the **Provider** will issue an invoice to the **City** and, upon approval of the invoice, the **City** will pay the invoice. Upon completion of each Project and provision to the **City** of all Deliverables for that Project and payment of the invoice for that Project to the **Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

a) This **Agreement** governs the Scope of Services including, but not limited to, all Deliverables to be provided by Provider to the City. The Attachments are incorporated into this Agreement by reference and, should there be a conflict in language, terms, conditions, or provisions, shall have the priority and precedential value as set forth in this **Agreement**.

b) The text of this Agreement together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City** and the **Provider** with respect to the services, products, solutions and deliverables to be provided by the **Provider** hereunder. This **Agreement** may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this Agreement.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

2. RETENTION OF PROVIDER AND SCOPE OF SERVICES

A. **Provider** is solely responsible for the actions, non-action, omissions, and performance of **Provider’s** employees, agents, contractors, and subcontractors (herein collectively included in the term “**Provider’s Project Team**”) and to ensure the timely completion of the Project. The Project and time frame shall consist of:

Purchase, construction, design and installation of an inclusive playground at Mid-American Park in Midwest City, in accordance with the submission by **Provider** that is attached hereto as “**Attachment A**”.

B. **Provider** will be solely responsible to ensure the **Provider’s Project Team**, as identified in “**Attachment B**” fully understands each Project, the Scope of Services **defined in “Attachment C**”, the Deliverables, the schedule for performance, and **City’s** goals and purposes. **Provider** will be solely responsible to ensure the **Provider’s Team**, specifically assigned to work on the Project for the City, is adequately trained, instructed, and managed so that **Provider** timely provides each Project task and satisfies the **Provider’s** obligations under this Agreement. The **Provider** may not change the **Provider’s Team**, for the services to be provided as set forth above (“**Provider’s Team**”) without the prior written consent of the **City**.

C. **Provider** shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the performance or services provided under this **Agreement**. **Provider** shall obtain all patents, licenses and any other permission required to provide all Deliverables and for use of all Deliverables by the **City**.

3. CONSIDERATION

A. The **City** shall pay the **Provider** the compensation after work is completed on the Project listed in paragraph (2)(A) above. Total compensation for the Project shall not exceed Seven Hundred Thousand Dollars (\$700,000.00).

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
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THE CITY OF MIDWEST CITY

B. The **City** and the **Provider** acknowledge that the compensation to be paid the **Provider** pursuant to this **Agreement** has been established at an amount reasonable for the availability and services of the **Provider and the Provider's Team**.

C. **Provider** may bill the **City** after work is completed on the Project. **Provider** may issue an individual invoice upon completion of the work on each item. **Provider** shall only issue an invoice for work completed. **City** shall have a minimum of thirty (30) days to pay the invoice. The total amount of invoices issued shall not exceed the total compensation of Seven Hundred Thousand Dollars (\$700,000.00).

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

A. **Provider** is an independent contractor and will act exclusively as an independent contractor is not an agent or employee of the **City** in performing the duties in this Agreement.

1. The parties do not intend, and will not hold out that there exists, any corporation, joint venture, undertaking for a profit or other form of business venture or any employment relationship among the parties other than that of an independent contractor relationship.

2. All payments to **Provider** pursuant to this **Agreement** shall be due and payable in the State of Oklahoma, even if services of **Provider** are performed outside the State of Oklahoma.

B. The **CITY** shall not withhold any social security tax, workmen's compensation, Medicare tax, federal unemployment tax, federal income tax, or state income tax from any compensation paid to **Provider** as **Provider** is an independent contractor and the members of its **Provider's Team**, assigned to work on the Project for the **City** are not employees of the **City**. Any such taxes, if due, are the responsibilities of **Provider** and will not be charged to the **City**.

C. **Provider** acknowledges that as an independent contractor it and **Provider's Project Team**, assigned to work on the Project for the **City** are not eligible to participate in any health, welfare or retirement benefit programs provided by the **City** or its employees.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
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THE CITY OF MIDWEST CITY

5. TERM, TERMINATION AND STOP WORK

A. This **Agreement** shall commence upon execution by the last party hereto and shall continue in effect for one-year from the date of execution, unless terminated by either party as provided for herein. This **Agreement** may be extended by mutual agreement of the **Parties** in one-year increments, until the Project is completed and accepted as provided herein.

B. The **City** issue notices of termination or suspension to the **Provider**. This **Agreement** may be terminated, with or without cause, upon written notice, at the option of **City**.

1. Upon receipt of a notice of termination for the *convenience* from the **City**, the **Provider** shall immediately discontinue all services and activities (unless the notice directs otherwise), and

2. Upon payment for products or services fully performed and accepted, **Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the “not to exceed” amounts set out in this **Agreement**.

3. Upon notice of termination for *cause* from the **City**, the **Provider** shall not be entitled to any prior or future payments, including, but not limited to, any services, performances, work, products, deliverables, solutions, costs, or expenses, and **Provider** shall release and waive any interest in any retainage. The **City** may hold any outstanding payments for prior completed Projects, Deliverables, Services or expenses and any retainage as security for payment of any costs, expenses, or damages incurred by the **City** by reason of **Provider’s** breach or other cause. Provided, however, upon notice of termination for cause, the **Provider** shall deliver to the **City** services, products, solutions, and Deliverables including, but limited to, all communication recommendations, plans, messaging strategies, style guides, design

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KOMPAN, INC.
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THE CITY OF MIDWEST CITY

elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether complete or incomplete, unless the notice directs otherwise.

4. The rights and remedies of the **City** provided in this paragraph are in addition to any other rights and remedies provided by law or under the **Agreement**. Termination herein shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Provider** under this **Agreement**.

C. Upon notice to **Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Provider** under this **Agreement**. In the event the **City** issues a stop work order to **Provider**, the **City** will provide a copy of such stop work order to the **Provider**. Upon receipt of a stop work order issued from the **City**, the **Provider** shall suspend all work, services and activities except such work, services, and activities expressly directed by the **City** in the stop work order. Upon notice to the **Provider**, this **Agreement**, and any or all work, services, and activities thereunder, may be suspended up to thirty (30) calendar days by the **City**, without cause and without cost to the **City**; provided however, the **Provider** shall be entitled to an extension of all subsequent deadlines for a period equal to the suspension periods for those suspended work, services, and activities only.

D. **Obligation upon Termination for *Convenience*.**

1. In the event this **Agreement** is terminated for convenience hereunder, the **City** shall pay **Provider** for such properly documented invoices, if any, in accordance with the provisions of this **Agreement** above, through the date of termination for *convenience* and the period set forth in the notice, and thereafter the **City** shall have no further liability under this **Agreement** to **Provider** and **Provider** shall have no further obligations to the **City**.

2. Upon termination for *convenience* of the Project and the providing to the **City** of all Deliverables for the Project and payment of the invoice for the Project to **Provider**, the **City** shall own all rights and license for the Deliverables and other work products related to that Project.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

6. WARRANTIES

A. **Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Provider** agrees to require all members of the **Provider's Team**, also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Provider**.

B. During the term of this **Agreement**, the **City's** initial remedy for any breach of the above warranty shall be to permit **Provider** one additional opportunity to perform the work, services, and activities or provide the Projects and Deliverables without additional cost to the **City**. If the **Services Provider** cannot perform the work, services, and activities or provide the products, solutions and deliverables according to the standards and requirements set forth in this **Agreement** within thirty (30) calendar days of the original performance date, the **City** shall be entitled to recover, should the **City** so determine to be in their best interest, any fees paid to the **Provider** for previous payments, including, but not limited to, work, services, activities services, Projects and Deliverables and **Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City**. Should the **Provider** fail to reimburse the **City** within thirty (30) calendar days of demand, the **City** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

C. The **Provider** also acknowledges and agrees to provide all express and implied, warrants required or provided for by Oklahoma statutory and case law. This warrant is in addition to other warranties provided in or applicable to this **Agreement** and may not be waived by any other provision, expressed or implied, in this **Agreement** or in any **Attachment** hereto.

7. INSURANCE

A. **Provider** must provide and maintain at all times throughout the term of this

PURCHASING AND CONSTRUCTION AGREEMENT
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KOMPAN, INC.
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THE CITY OF MIDWEST CITY

Agreement, and any renewal hereof, such *commercial general insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate* protecting the **City** from claims for bodily injury (*including death*) and or property damage arising out of or resulting from the **Provider**, and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

B. A certificate of insurance evidencing the coverage required herein shall be provided to the **City** within five (5) days of the execution of this **Agreement**.

C. **Provider** shall require any contractor or subcontractor to obtain and maintain substantially the same coverage as required of **Provider** including the **City** as an additional insured as their interest may appear under this **Agreement**.

D. The insurance requirements set forth herein must not be deemed to limit, affect, waive, or define any obligations of the **Provider** in any other paragraph of this **Agreement** or any indemnification or insurance requirement in any other paragraph of this **Agreement**. This paragraph must continue in full force and affect for any act, omission, incident or occurrence occurring or commencing during the term of this **Agreement**. Further, the insurance coverage required by this paragraph will survive revocation, non-renewal, termination and expiration of this **Agreement** for any occurrence or event occurring, initiated, or commencing prior to such revocation, non-renewal, termination and expiration or during the period in which the **Provider** is services under the **Agreement**.

E. Provided, however, should the **Provider** or its officers, invitees, representatives, contractors, employees or agents carry any additional, different or other insurance or insurance coverage of any kind or nature, the provisions of this paragraph must not in any way limit, waive or inhibit the **City** from making a claim or recovering under such insurance or insurance coverage.

F. Notwithstanding any other provision to the contrary, upon termination or lapse of insurance coverage required hereunder, this **Agreement** may be terminated. Termination of this **Agreement** pursuant to this paragraph must take precedence and supersede any other paragraph establishing the term of this **Agreement**, establishing a procedure for revocation or termination,

PURCHASING AND CONSTRUCTION AGREEMENT
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THE CITY OF MIDWEST CITY

or requiring notice and/or providing an opportunity to cure a breach.

G. The insurance limits in this paragraph in no way act or will be deemed to define or limit the right of **City** to recover damages, expenses, losses or for personal injuries, death or property damage pursuant to applicable law or the indemnification provisions or under any other paragraph or provision in this **Agreement**.

8. INDEMNIFICATION

A. **Provider** agrees to indemnify, defend, and hold harmless the **City** from and against all liability for: (a) injuries or death to persons; (b) costs, losses, and expenses; (c) legal fees, legal expenses, and court costs; and (d) damages, loss to property, which are caused by the **Provider**, its officers, representatives, agents, contractors, and employees except to the extent such injuries, losses, damages and/or costs are caused by the negligence or willful misconduct of the indemnified party. The **Provider** must give the **City** prompt and timely notice of any claim or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect the **City**, provided, however, such notice will not be a precondition to indemnification hereunder. The rights granted by this paragraph will not limit, restrict, or inhibit the rights of the **City** under any other paragraph, including but not limited to any insurance provision or requirement in this **Agreement**.

B. The provisions of this paragraph shall survive the expiration of this **Agreement**. It is understood that these indemnities and hold harmless provisions are not limited or defined by the insurance required under the insurance provisions of this **Agreement**.

9. CONFIDENTIALITY

Provider acknowledges that in the course of training and providing other services to the **City**, the **City** may provide **Provider** with access to valuable information of a confidential and proprietary nature including but not limited to information relating to the **City's** employees, customers, marketing strategies, business processes and strategies, security systems, data and technology. **Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Provider** nor **Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Provider**.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

Provider shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

A. Notices and other communications to the **City** pursuant to the provisions hereof will be sufficient if sent by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

The City of Midwest City, Engineering Department
100 N. Midwest Boulevard
Midwest City, OK 73110

respectively, and notices or other communications to the **Provider** pursuant to the provisions hereof will be sufficient if by first class mail, postage prepaid, return receipt required, or by a nationally recognized courier service, addressed to:

Kompan, Inc.
605 W. Howard Lane, Suite #101
Austin, Texas 78753

Any party hereto may change the address or addressee for the giving of notice to it by thirty (30) days prior written notice to the other parties hereto as provided herein. Unless otherwise specified in this **Agreement**, notice will be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to this paragraph.

11. ABIDES BY LAW

The **Provider** must abide by the conditions of this **Agreement**, the ordinances of the **City**, and all laws and regulations of the State of Oklahoma and the United States of America (“Laws”), applicable to **Provider’s** activities. **Provider** will be responsible for securing any license, permits and/or zoning which may be required prior to commencement of the Project.

12. ASSIGNMENT AND SUBLEASE

Provider may not assign or sublease its interest under this **Agreement** without the prior written consent of the **City**. Any assignment or sublease shall become effective upon receipt of a

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

request signed by authorized and empowered officers/agents of the **Provider** and sublessee and provision by the sublessee of a certificate of insurance evidencing the insurance required by this **Agreement** and upon approval of such sublease by **City**. The **City** may, but not required, to execute a letter approving either the assignment or sublease as provided herein on behalf of **City**. Upon approval of such assignment or sublease, **Provider** will not be relieved of future performance, liabilities, and obligations under this **Agreement**. **City** shall be provided with a copy of each written sublease agreement, and all amendments thereto, entered into by **Provider** within forty-five (45) days after the entering into of same.

13. COMPLETE AGREEMENT AND AMENDMENT

This is the complete agreement between the parties and no additions, amendments, alterations, or changes in this **Agreement** shall be effective unless reduced to writing and signed by all parties hereto. Additionally, no statements, discussions, or negotiations shall be deemed or interpreted to be included in this **Agreement**, unless specifically and expressly provided herein.

14. TIME OF ESSENCE

For the purposes of this **Agreement**, time shall be deemed to be of the essence.

15. MULTIPLE ORIGINALS

This **Agreement** shall be executed in multiple counterparts, each of which shall be deemed an original.

16. ANTI-COLLUSION

Provider agrees that it has not been and shall not be a party to any collusion with any of their officials, trustees, or employees of the **City** as to the terms or conditions of this **Agreement**, and has not and will not exchange, give or donate money or other things of value for special consideration to any officials, trustees, or employees of the **City**, either directly or indirectly, in procuring and execution of this **Agreement**.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

17. BREACH AND DEFAULT

A. A breach of any provision of this **Agreement** shall act as a breach of the entire **Agreement** unless said breach is expressly waived in writing by all other parties hereto. Failure to enforce or timely pursue any breach shall not be deemed a waiver of that breach or any subsequent breach. No waiver of any breach by any party hereto of any terms, covenants, or conditions herein contained shall be deemed a waiver of any subsequent breach of the same, similar, or different nature.

B. Further, except as otherwise specifically and expressly provided and any other paragraph hereto, should any party hereto fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this **Agreement** may be terminated by any party not in default thirty (30) days after receipt of written notice and opportunity to cure, less and except as such lesser time is provided in this **Lease**.

C. Should the **City** breach this **Agreement**, **Provider** may only recover that proportion of services provided prior to the breach. **Provider** may not collect or recover any other or additional damages, losses, or expenses.

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely for the benefit of the **Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

All parties hereto expressly agree that the venue of any litigation relating to or involving this **Agreement** and/or the rights, obligations, duties and covenants therein shall be in the appropriate court (state or federal) located in Oklahoma County, Oklahoma. All parties agree that this **Agreement** shall be interpreted and enforced in accordance with Oklahoma law and all rights of the parties shall be determined in accordance with Oklahoma law.

PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

20. VALIDITY

The invalidity or unenforceability of any provision of this **Agreement** shall not affect the validity or enforceability of any other provisions of this **Agreement**, which shall remain in full force and effect.

21. NO WAIVER

The failure or neglect of either of the **Parties** hereto to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this **Agreement**, or waiver by any party of strict performance of any of the terms or conditions of this **Agreement**, shall not be construed as a waiver or relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

22. NO EXTRA WORK

No claims for extra work, product, services, solution, or deliverables of any kind or nature or character shall be recognized or paid by or be binding upon the **City** unless such services, work, product, solution, or deliverable is first requested and approved in writing by the **City** through a purchase order.

23. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties**, in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution, unless the amendment would increase the contracted amount by more than ten percent (10%).

24. EFFECTIVE DATE


The Effective Date of this **Agreement** is the date approved by the **City** as the last party hereto.

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PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this **Agreement** on the dates set forth below.

Provider:

Kompan, Inc.
By: 
Name: Thomas J Enright
Title: President
Date: 3/8/2022

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PURCHASING AND CONSTRUCTION AGREEMENT
between
KOMPAN, INC.
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this
_____ day of _____, 2022.

THE CITY OF MIDWEST CITY

MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY







KOMPAN
Let's play



KOMPAK
Let's play!





Transparent Design allows for supervision, safety and accessibility!
Safety surfacing and accessible routing providing inclusion for all.

Swings, spinners and slides are great activities for children with a range of abilities!

Rope Climbers have ground level accessible play components as well as challenging elevated activities for kids who need maximum thrill!

Sensory Dome is packed with ground level and elevated activities to stimulate the senses! Almost 14' in height!

Boomerang

COR16101

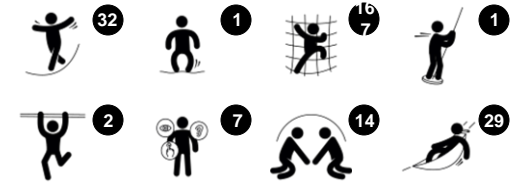
Attachment A



Item no. COR161011-0904

General Product Information

Dimensions LxWxH	71'1"x46'7"x9'3"
Age group	5 - 12
Play capacity (users)	64
Color options	



The amazing Boomerang has a varied netscape offering a wealth of play opportunities that will make older children want to play, time and time again. The inclusive design and open-ended activities on ground level invite all users, including parents. The spacious upper net dips to form valleys with varied climbing challenges above and below, all stimulating the cross-

coordination, balance, and spatial awareness of the child. The Boomerang is thrilling play and benefits the child's ability to navigate spaces confidently, for instance, in crowds. The wide, sloping membrane adds a fun, bouncy glide and climb experience, that trains the sense of balance and core muscles. Under the net, a forest of swaying ropes add a new balance and

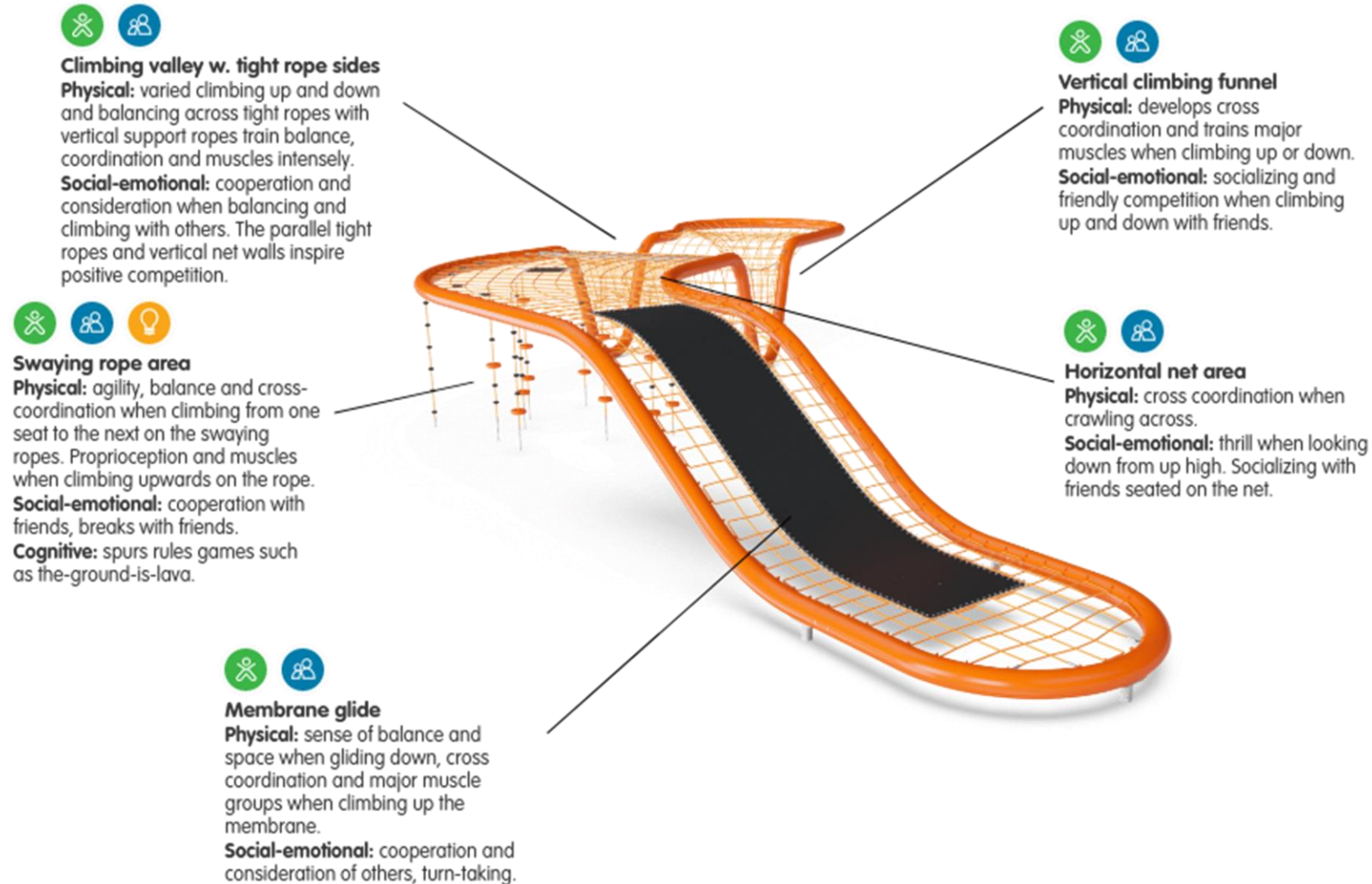
climb experience. This is a fabulous meeting and seating place for large groups of children.



Data is subject to change without prior notice.

Boomerang

COR16101



Boomerang

COR16101



Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



Corocord 'S' clamps are used as universal connections in Corocord products. 8mm stainless steel rods with rounded edges are pressed around the ropes with a special hydraulic press, making them the ideal connector: safe, durable and vandalism-proof, all while allowing the typical movement of rope play structures.



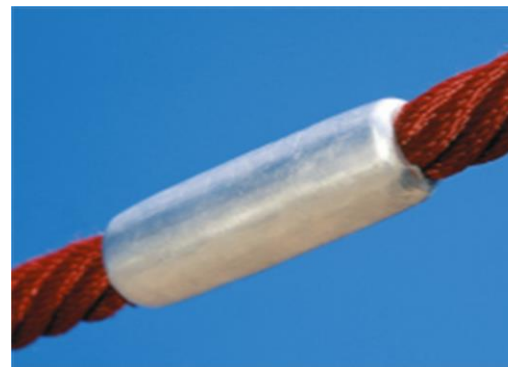
The steel surface of these bended steel pipes are wet painted with one basic layer and one top layer of lead free color material. The paint has excellent corrosion resistance and can be easily maintained.



Corocord membranes consist of friction-proof rubberized material of conveyor belt quality with excellent UV resistance. Tested and compliant with REACH requirements for PAH. Embedded is a four-layered armoring made of woven polyester. The armoring and the two surface layers result in a total thickness of 7.5 mm.



Fully colored EPDM rubber discs with smooth surface. The moulded EPDM surrounds a hot dip galvanized steel core that ensures both the stability of the discs and durable fixation to the rope.



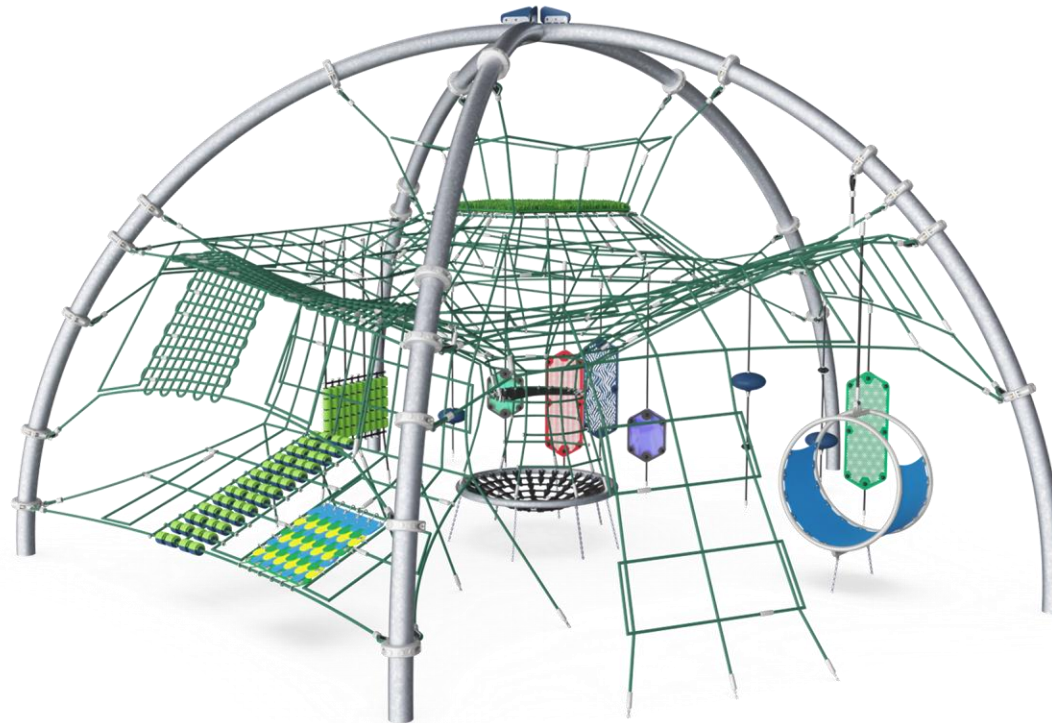
The aluminium swages of the net are double conical with rounded ends and are as small as safety allows. The overall net design aims at keeping metal parts within the net to an absolute minimum, both in size and number, in order to provide the best possible rope climbing experience.

Item no. COR161011-0904	
Installation Information	
Max. fall height	9'3"
Safety surfacing area	2,390 ft ²
Number of installers	2
Total installation time	121.6
Excavation volume	27.99 yd ³
Concrete volume	14.39 yd ³
Footing depth (standard)	2'11"
Shipment weight	12,331 lbs
Anchoring options	
Warranty Information	
Corocord Rope	10 years
S-Clamps	10 years
Aluminum clamps	10 years
Membrane	2 years
Spare parts guaranteed	10 years

Elevated activities	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Sensory Dome

COR85600



Item no. COR856001-0403

General Product Information

Dimensions LxWxH	25'6"x24'4"x13'9"
Age group	5 - 12
Play capacity (users)	50
Color options	

Children get a kick from the Sensory Dome: thrills, chills, and wondrous optic phenomena in a friendly, fun sensory playscape. The Sensory Dome features a rich variety of novel play activities that intrigue, retain and develop children of all abilities in play. The huge nets are suspended vertically as well as horizontally to allow thrilling climbs and moments of quiet in meeting points. The age-appropriate development of muscles and motor skills when crawling, climbing and navigating through the nets of the Dome provides children with important play benefits such as strength,

stability and confidence in moving. On the very top of the Dome, a grassy-surface meeting point offers a bouncy, fun-to-touch space to rest. At ground level, nets sway when children climb above, creating playful movement and a sense of unity in players.

The transparency of the Sensory Dome makes a space to engage in intense cooperation, consideration and communication across levels and activities. At ground level, every activity is accessible and makes sense for all abilities. Inclined nets offer varied climbing and lying.

Novel net-rollers add to the play experience with sensory-stimulating feelings when touching or lying on them. Thanks to their differently colored sides, the vertically suspended rollers allow children to create their own patterns and signals which encourage creativity.

A swaying, blue Hanging Pod is suspended from the nets and reflects the movements of the friends climbing in the nets above. The optic panels create a sense of wonder with their moiré-like visual effects, which encourage logical thinking.



Data is subject to change without prior notice.

Sensory Dome

COR85600



Drawing wall

Physical: the rollers stimulate fine motor skills and when leaning on them provide sensory stimulation that soothes or invigorates depending on the intensity.

Social-emotional: the cooperation and turn-taking in making patterns from both sides supports social-emotional skills such as cooperation.

Creative: the two sides of the rollers and different colors make it possible to create patterns and signals.



Rollers

Physical: the rolling feel adds body pressure when lying and trains the balance when seated. This impacts physical stability.

Social-emotional: the body pressure of the rolls give a soothing, relaxing feel when lying and the stimulation when moving invigorates.

Creative: the rollers' two sides and different colors makes possible changing the patterns of the rollers, which stimulates creativity.



Dragon scale

Physical: the rubber scales add a fun feel to the seat and stimulates the sense of touch.

Social-emotional: great point for a break or meeting with friends.



Turf membrane

Physical: the artificial grass adds a fun feel to the seat and stimulates the sense of touch.

Social-emotional: great point for a break or meeting with friends.



Sensory dome net

Physical: the connected nets make the climbers feel the movements of the other climbers, adding a dimension of fun and demanding concentration when holding tight to the rope. All muscle groups are trained, as well as cross-coordination.

Social-emotional: the climbers' movements affect the other climbers. Room for breaks for many and support of cooperation and turn-taking skills.

Cognitive: understanding cause and effect is supported by the bouncing effect of the movement of others.



Hangout pod

Physical: sitting and lying enjoying the swaying movements stimulate the sense of balance.

Social-emotional: meeting, taking a break is invited. Turn-taking supports the skills necessary to learn how to avoid conflicts.



Moiré optic panels

Physical: sitting, hanging and leaning on the rope suspended panels train balance and cross-coordination.

Social-emotional: discussing the patterns and reasoning with others supports negotiating and listening skills, training tolerance and empathy.

Cognitive: wondering about, understanding and explaining the reasons for the patterns supports logical thinking skills.

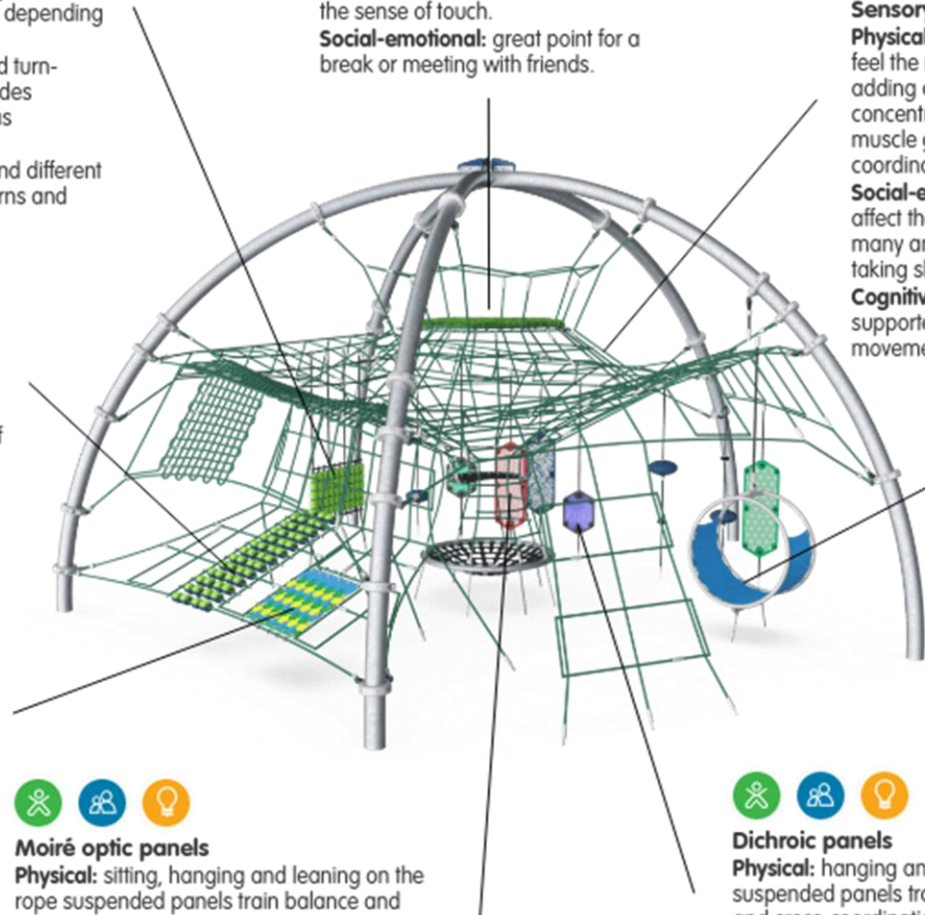


Dichroic panels

Physical: hanging and leaning on the rope-suspended panels train muscles, balance and cross-coordination.

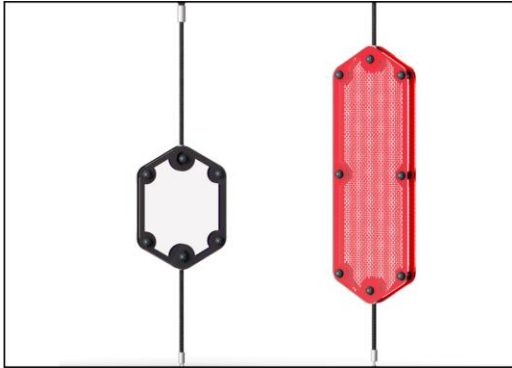
Social-emotional: twisting the panels to create colorful shadows encourages turn-taking and cooperation skills.

Cognitive: wondering about, understanding and explaining the reasons for the color occurrence supports logical thinking skills.

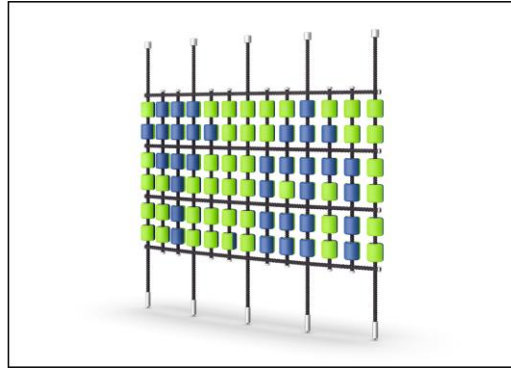


Sensory Dome

COR85600



Turnable optic panels of two 7mm thick polycarbonate plates with a distance of 25mm. The inside graphic print consist of an inner image layer and outer transparent protection layer. Both PC panel and the water-based lacquer are UV stabilized to prevent fading of the print.



The drawing wall rollers are made of high quality UV stabilized and reinforced nylon (PA). The two colored turn able rollers are assembled to the rope with steel pins and small nylon taps ensures position on the rope.



Hangout pod designed with a welded frame of two steel rings which are hot dip galvanized and powder coated. The membrane consist of friction-proof rubberized material of conveyor belt quality with excellent UV resistance.



The dome is made curved steel pipes with a diameter of 140mm with hot dip galvanization inside and outside with lead free zinc. Galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



Corocord ropes with 19mm diameter or more are special 'Hercules'- type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



Corocord aluminium clamps are used as connectors between steel posts and rope. Two aluminium castings are bolted together. The height of the clamps is thus variable.

Item no. COR856001-0403	
Installation Information	
Max. fall height	9'10"
Safety surfacing area	1,027 ft2
Number of installers	2
Total installation time	36.3
Excavation volume	12.66 yd3
Concrete volume	5.43 yd3
Footing depth (standard)	2'4"
Shipment weight	2,825 lbs
Anchoring options	In-ground ✓
Warranty Information	
Hot dip galvanized steel	Lifetime
Stainless steel components	Lifetime
Ropes & nets	10 years
Painted toplayer	10 years
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Inclusive Twister

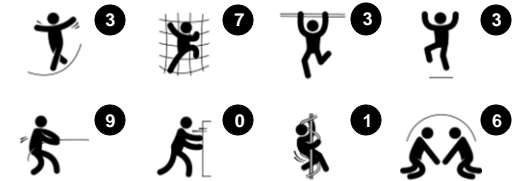
COR20330



Item no. COR203301-1101

General Product Information

Dimensions LxWxH	5'7"x5'7"x7'5"
Age group	5 - 12
Play capacity (users)	12
Color options	



The Inclusive Twister is a truly universal play magnet for all children, across abilities. The roomy platform and the wide net openings ease access and make stays comfortable for all, for longer. The platform is tested with users of all abilities: handgrips in the platform provide a point to hold on to when accessing, and when the Twister rotates. This helps attract children

back for more play again and again. The nets are spacious and can be climbed on both the inside and the outside, providing great physical training of the children's coordination and muscles. The spacious net openings invite meetings all the way to the top and invite perching, which children enjoy. The pushing and pulling of the Twister into rotation trains

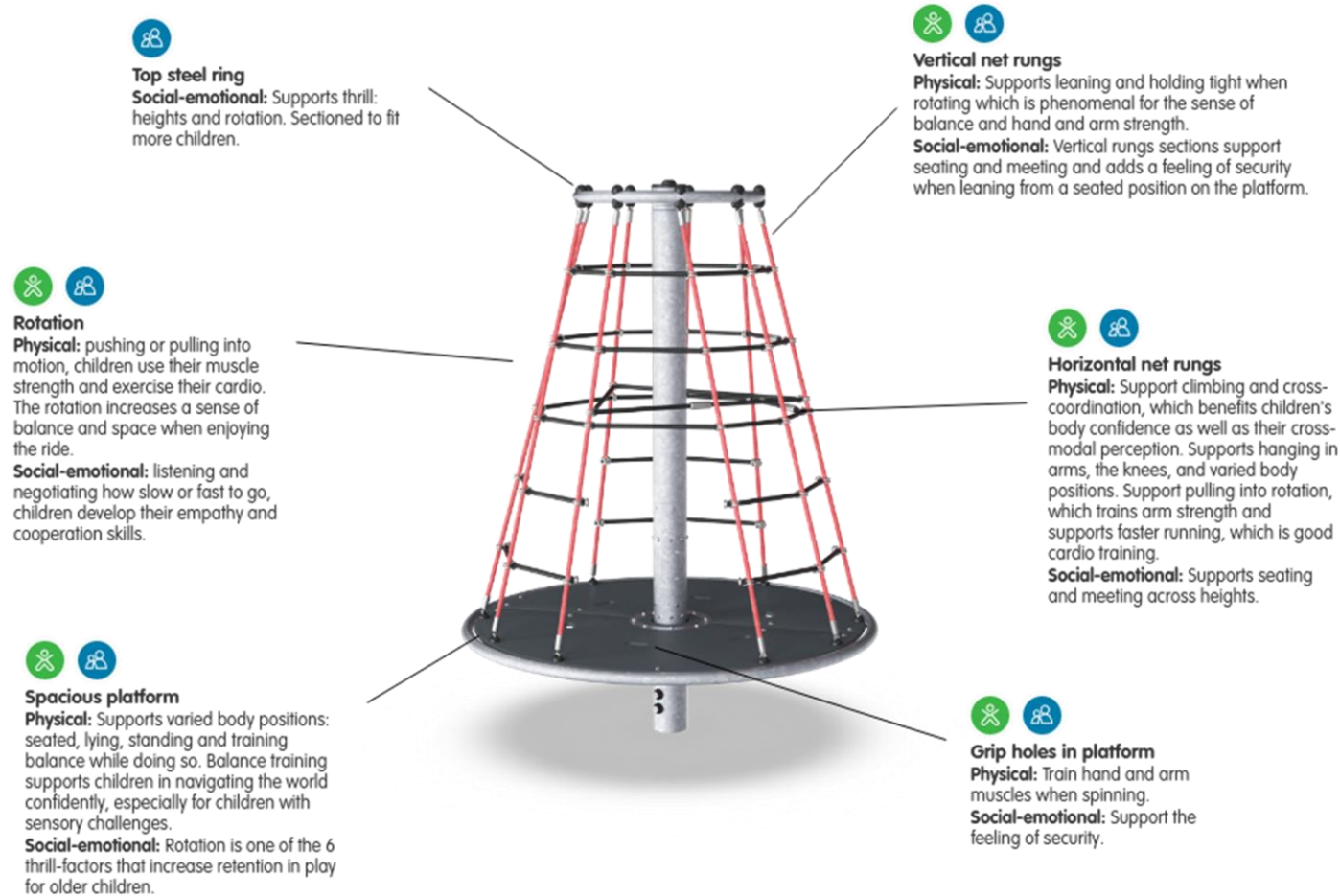
muscles and coordination as well as the sense of balance. The teamwork and turn-taking in rotating the Twister build empathy and friendships.



Data is subject to change without prior notice.

Inclusive Twister

COR20330



Inclusive Twister

COR20330



Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



Corocord 'S' clamps are used as universal connections in Corocord products. 8mm stainless steel rods with rounded edges are pressed around the ropes with a special hydraulic press, making them the ideal connector: safe, durable and vandalism-proof, all while allowing the typical movement of rope play structures.



Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free. The bearing system has an integrated drag brake according to global safety standards.



All decks are supported by a unique steel construction with multiple deck supports and fixations. The HPL decks with a thickness of 17.8mm have a very high wearing strength and feature a unique KOMPAN non skid surface texture.



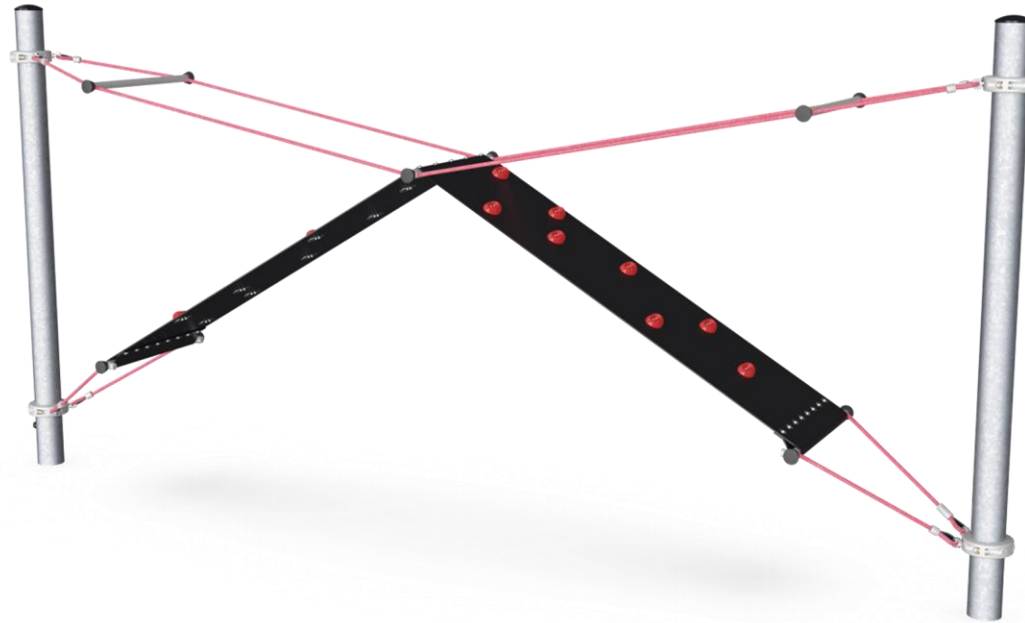
The steel posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.

Item no. COR203301-1101	
Installation Information	
Max. fall height	7'4"
Safety surfacing area	437 ft ²
Number of installers	2
Total installation time	5.5
Excavation volume	1.44 yd ³
Concrete volume	0.92 yd ³
Footing depth (standard)	3'7"
Shipment weight	1,086 lbs
Anchoring options	
Warranty Information	
Hot dip galvanized steel	Lifetime
HPL decks	15 years
Corocord Rope	10 years
Movable parts	2 years
Spare parts guaranteed	10 years

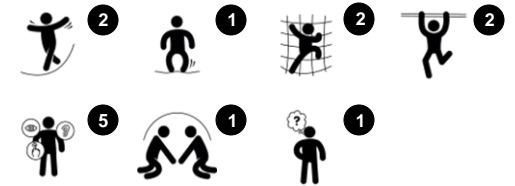
Elevated activities	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Climbing Ramp

COR15022



Item no. COR150221-1101	
General Product Information	
Dimensions LxWxH	20'6"x3'1"x9'6"
Age group	5 - 12
Play capacity (users)	10
Color options	



The WOW of the Climbing Ramp is evident: Going up and down the bouncy membrane climbers is fun in its own right. Hanging in the arms from the upper ropes, swaying when other children climb, is a great feeling. The variety of climbing, bouncing and swaying will attract children and teenagers again and again. Apart from being great fun, the Climbing Ramp

supports the development of agility, balance and coordination and upper body muscles. This is fundamental for body control and security in movement. The Climbing Ramp stimulates important social-emotional skills, too. When children climb on both sides of the membrane, they need to pay attention to other children and consider their movements. This is important in

training cooperation, communication skills and turn-taking.

Climbing Ramp

COR15022



Climbing ramp

Physical: the steep rubber ramp challenges cross coordination, proprioception and major muscle groups.

Social-emotional: the two-sided, rope-suspended climb allows for children climbing on both sides, feeling each others' movements. This spurs cooperation and empathy as well as positive competition.



Climbing Ramp

COR15022



Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



The steel support posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



Corocord aluminium clamps are used as connectors between steel posts and rope. Two aluminium castings are bolted together. The height of the clamps is thus variable.



Through the KOMPAN Variant Team, you can choose between additional 7 rope colors and customize your solution. The assortment is a wide span of colors ranking from elegant and expressive black or a natural, neutral hemp color, to a range of attractive and eye-catching signal colors.



Corocord membranes consist of friction-proof rubberized material of conveyor belt quality with excellent UV resistance. Tested and compliant with REACH requirements for PAH. Embedded is a four-layered armoring made of woven polyester. The armoring and the two surface layers result in a total thickness of 7.5 mm.

Item no. COR150221-1101	
Installation Information	
Max. fall height	8'8"
Safety surfacing area	423 ft2
Number of installers	2
Total installation time	6.4
Excavation volume	5.64 yd3
Concrete volume	3.58 yd3
Footing depth (standard)	3'7"
Shipment weight	686 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/>
Warranty Information	
Corocord Rope	10 years
S-Clamps	10 years
Membrane	2 years
Spare parts guaranteed	10 years

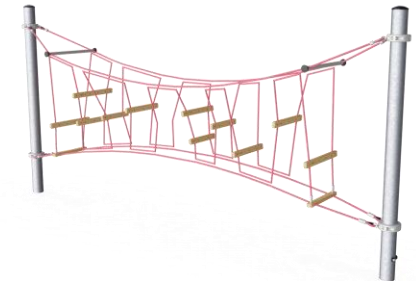
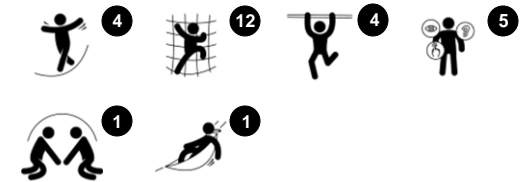
Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Hurdles

COR15162



Item no. COR151620-1101	
General Product Information	
Dimensions LxWxH	20'6"x3'2"x9'6"
Age group	5 - 12
Play capacity (users)	10
Color options	



The Hurdles are highly attractive multiple levels of bouncy steps. Children will try the Hurdles out, again and again, persistently creating new ways and routes to travel. The balancing, climbing, and swaying experience is made more thrilling and intriguing by the swaying, bouncy ropes supporting the steps. The bouncy response to the child's movements adds an

element of thrill and concentration to every step. Many horizontal steps add a meandering character to the climb, stimulating the sense of balance and space. These are crucial for navigating the world with physical confidence and security. The Hurdles' horizontal steps also add the opportunity to take a break and a bouncy seat and negotiate with friends how to

pass one another to get to the other end. Practicing taking turns is practicing an important social-emotional skill.

Hurdles

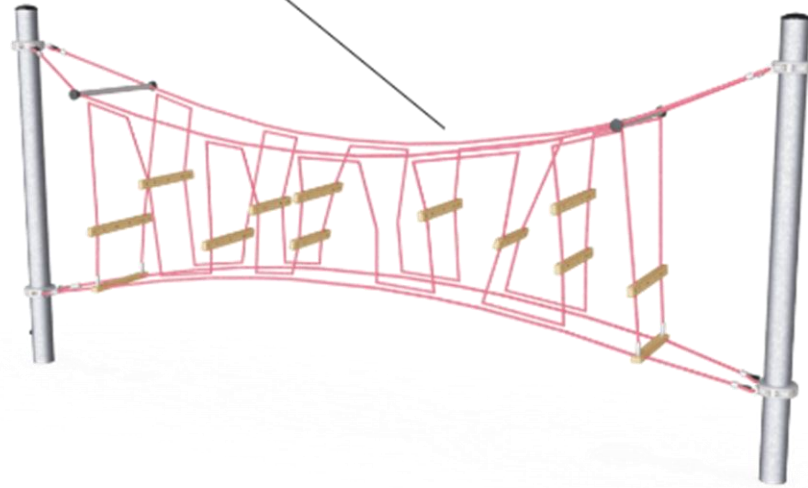
COR15162



Hurdles

Physical: arm, leg and core muscles are developed when climbing up or through. Balance and spatial awareness, motor skills that help in judging the body in space.

Social-emotional: cooperation and turn-taking when passing one another.



Hurdles

COR15162



Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



The steel support posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



Corocord aluminium clamps are used as connectors between steel posts and rope. Two aluminium castings are bolted together. The height of the clamps is thus variable.



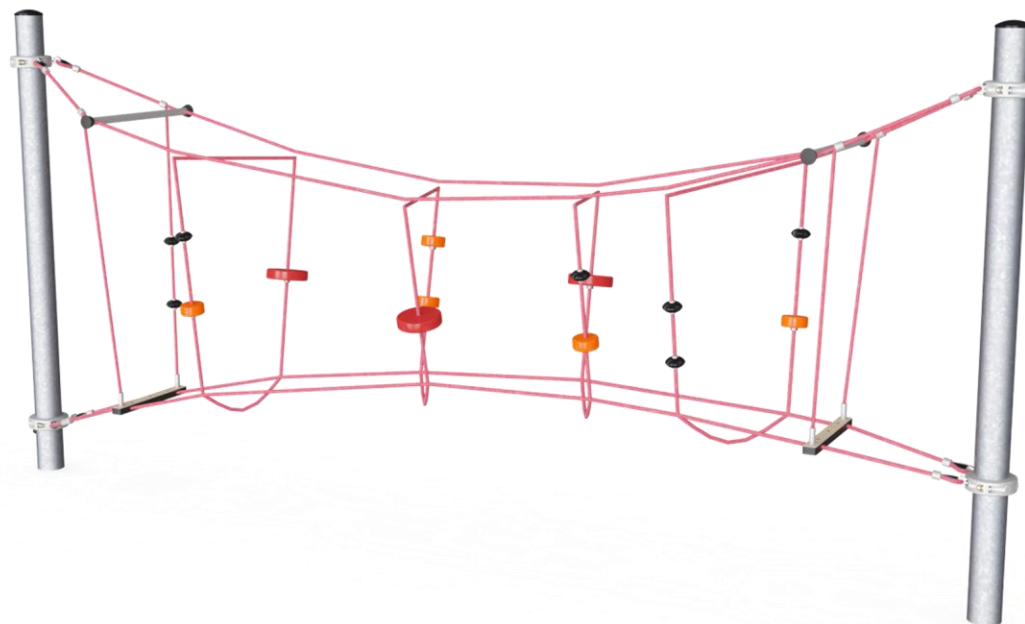
Through the KOMPAN Variant Team, you can choose between additional 7 rope colors and customize your solution. The assortment is a wide span of colors ranking from elegant and expressive black or a natural, neutral hemp color, to a range of attractive and eye-catching signal colors.

Item no. COR151620-1101	
Installation Information	
Max. fall height	8'8"
Safety surfacing area	424 ft2
Number of installers	2
Total installation time	6.4
Excavation volume	5.64 yd3
Concrete volume	3.58 yd3
Footing depth (standard)	3'7"
Shipment weight	627 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/>
Warranty Information	
Corocord Rope	10 years
S-Clamps	10 years
Membrane	2 years
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Discus

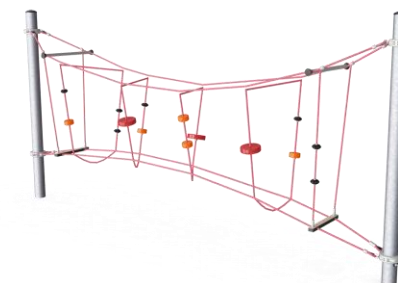
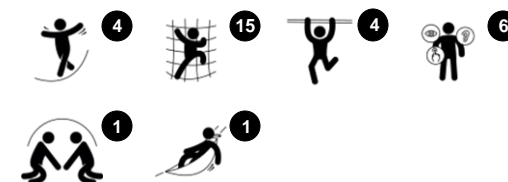
COR15172



Item no. COR151721-1101

General Product Information

Dimensions LxWxH	20'6"x3'2"x9'6"
Age group	5 - 12
Play capacity (users)	10
Color options	



WOW! With its colorful climbing cleats, seats, and handholds, the Discus is one big invitation to play. The chance to experience balancing, swaying and climbing attracts children again and again. The Discus responds to the child's movements, adding an element of thrill and demanding concentration to every step. The upper and lower horizontal ropes and bouncy

seats add the possibility to stop for a break. This makes the Discus a very social climbing unit, always offering rest for less confident rope climbers. Meandering through the Discus trains balance and cross-coordination. These are fundamental for cognitive skills such as concentration. Climbing here additionally trains muscle strength. When passing friends in the

Discus, children practice taking-turns and cooperation. All in all, it is a fun, versatile, and social climbing event.

Discus

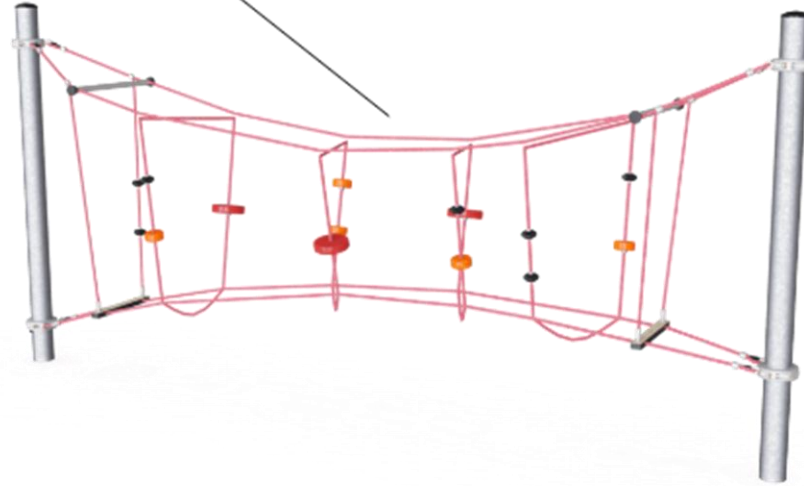
COR15172



Discus

Physical: the small knots add support for hands and feet when climbing onto the rope, crawling up or down. This supports spatial awareness, cross coordination and all muscle groups.

Social-emotional: takes cooperation when passing other children.



Discus

COR15172



Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



The steel support posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



Corocord aluminium clamps are used as connectors between steel posts and rope. Two aluminium castings are bolted together. The height of the clamps is thus variable.



Fully colored EPDM rubber discs with smooth surface. The moulded EPDM surrounds a hot dip galvanized steel core that ensures both the stability of the discs and durable fixation to the rope.



Through the KOMPAN Variant Team, you can choose between additional 7 rope colors and customize your solution. The assortment is a wide span of colors ranking from elegant and expressive black or a natural, neutral hemp color, to a range of attractive and eye-catching signal colors.

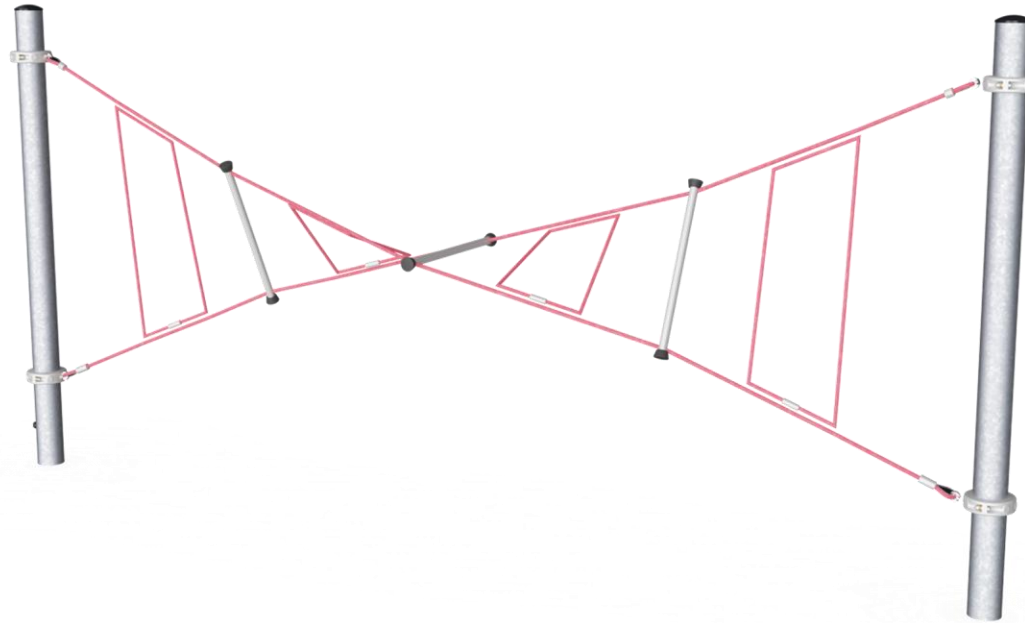
Item no. COR151721-1101	
Installation Information	
Max. fall height	8'8"
Safety surfacing area	424 ft2
Number of installers	2
Total installation time	7.6
Excavation volume	5.64 yd3
Concrete volume	3.58 yd3
Footing depth (standard)	3'7"
Shipment weight	649 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/>
Warranty Information	

Corocord Rope	10 years
S-Clamps	10 years
Membrane	2 years
Spare parts guaranteed	10 years

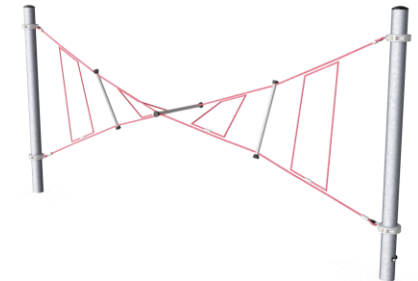
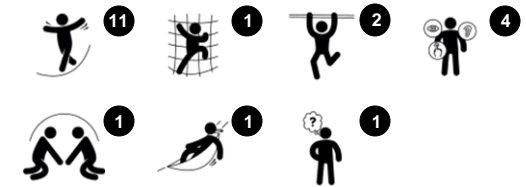
Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Rope Screw

COR15072



Item no. COR150721-1101	
General Product Information	
Dimensions LxWxH	20'6"x3'2"x9'6"
Age group	5 - 12
Play capacity (users)	10
Color options	



WOW! The Rope Screw is a bouncing, twisted challenge for balance skills. The swaying rope climb will draw children back to climb again and again. The swaying movements and the twisted, open steps make climbing the Rope Screw exciting and thrilling. Climbing the Rope Screw is a challenging way to develop proprioception and a sense of balance. These

are important skills in body confidence, which again supports secure navigation of space. Passing other children on the bouncy twist of the Rope Screw requires the practice of important social-emotional skills like turn-taking, consideration and cooperation. The metal bars are good destinations for a break and a bouncy seat. All in all, the Rope Screw is a good

destination for sharing, socializing, and making friends through play.

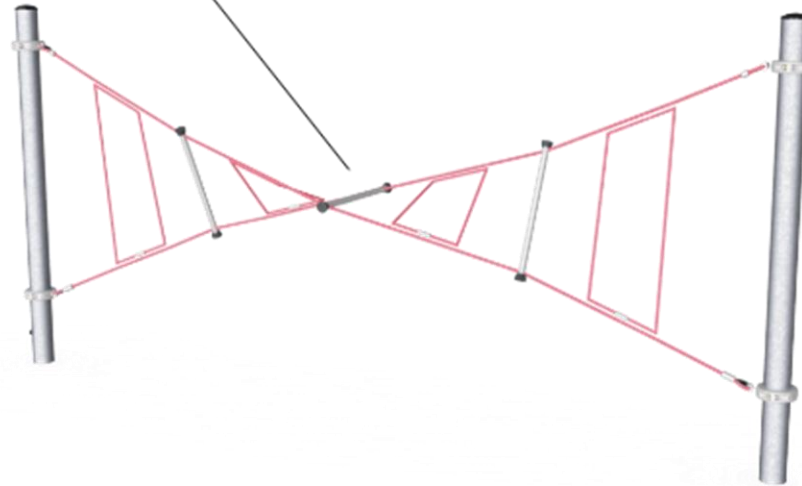
Rope Screw

COR15072



Rope screw

Physical: rope walking is a challenging training of the sense of balance. The gently swaying rope adds to the challenge. When training the sense of balance this way, children also train their concentration skills.



Rope Screw

COR15072



Corocord ropes with 19mm diameter or more are special 'Hercules' - type with galvanized six-stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. The ropes are highly wear-and vandalism-resistant and can be replaced at site if needed.



The steel support posts are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



Corocord aluminium clamps are used as connectors between steel posts and rope. Two aluminium castings are bolted together. The height of the clamps is thus variable.



Through the KOMPAN Variant Team, you can choose between additional 7 rope colors and customize your solution. The assortment is a wide span of colors ranking from elegant and expressive black or a natural, neutral hemp color, to a range of attractive and eye-catching signal colors.

Item no. COR150721-1101	
Installation Information	
Max. fall height	8'8"
Safety surfacing area	401 ft2
Number of installers	2
Total installation time	5.2
Excavation volume	5.64 yd3
Concrete volume	3.58 yd3
Footing depth (standard)	3'7"
Shipment weight	535 lbs
Anchoring options	In-ground ✓
Warranty Information	
Corocord Rope	10 years
S-Clamps	10 years
Membrane	2 years
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Spinner Bowl

ELE400024



Item no. ELE400024-3717LG

General Product Information

Dimensions LxWxH 1'8"x1'10"x2'0"

Age group 5 - 12

Play capacity (users) 1

Color options 



This wildly or mildly spinning piece with its cute rounded design evokes squeals of joy when children rotate again and again. With its easily accessible, tilted spinning bowl it invites children of all abilities and a wide age span to play. The small footprint allows for placing 2-3 Spinner Bowls together, encouraging social play. The variety of play opportunities include

sitting in, on edge of, pushing, pulling or even standing in the spinner bowl. These make the Spinner Bowl a long-time attraction. The tilted bowl allows the child to adjust the spinning speed with their body movements. This trains the logical thinking to speed up by scooping up or slow down by spreading arms and legs out. Spinner Bowls train the sense of balance,

which is mandatory for concentration skills and the ability to sit still. Pushing or being pushed by others trains social-emotional skills such as turn-taking.



Spinner Bowl

ELE400024



Tilted, spinning bowl

Physical: the sense of balance and coordination are supported when spinning. This effects the ability to sit still for longer periods. Muscles are developed when pushing or pulling friends.

Social-emotional: cooperation, helping others, turn-taking.

Cognitive: logical thinking when speeding up or slowing down the spin by either curling up or stretching.



Deep bowl

Social-emotional: feeling of security when scooping in the bowl. Inclusive for all abilities.

Spinner Bowl

ELE400024



The Spinner Bowl is made of recyclable PE. The bowl is moulded in one piece with integrated metal thread bushings and a water drain hole to ensure high durability in all climates around the world.



Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free.



The steel surfaces are hot-dip galvanized inside and outside with lead-free zinc. The galvanization has excellent corrosion resistance in outside environments and requires minimal maintenance.



The Spinner Bowl is available in five different color options.



The sand colored variant is made of rotomolded stone mixed PE material with non skid surface texture. Minor differences in the stone mix visuality of the material are to be expected.



GreenLine versions in a dark teal color are designed with molded PP parts which consist of 25% recycled post-consumer waste and 75% virgin material. GreenLine ensures the lowest possible CO2e emission factor.

Item no. ELE400024-3717LG	
Installation Information	
Max. fall height	2'0"
Safety surfacing area	149 ft ²
Number of installers	2
Total installation time	1.2
Excavation volume	0.14 yd ³
Concrete volume	0.08 yd ³
Footing depth (standard)	2'11"
Shipment weight	44 lbs
Anchoring options	In-ground ✓ Surface ✓

Warranty Information	
Hollow PE Parts	10 years
Bearing construction	5 years
Hot dip galvanized steel	Lifetime
Hardware	10 years
Spare parts guaranteed	10 years

Elevated activities	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Spica 3

GXY8016



Item no. GXY801621-3717

General Product Information

Dimensions LxWxH	1'5"x1'6"x5'7"
Age group	5 - 12
Play capacity (users)	1
Color options	



The quirky shapes, toothy top and triangle platform invite curious 5-12 year olds to investigate the Spica. The rotating movement of the Spica is at the center. It takes exploration to reach the point of total mastery of spinning. The curved pole invites holding onto and the child figures out that leaning into the pole means intense spinning speed, leaning out means

slowing down speed. This will appeal and make play go on and on, even when children are hanging in their arms. Getting to master the rotation element stimulates the cognitive skills of the child, in particular the logical thinking. The agility, balance and coordination are intensively trained as the Spica invites different body positions when spinning. The triangular

shape of the seat allows room for up to three children, stimulating the social skills of cooperation and turn-taking.



Spica 3

GXY8016



Curved pole
Physical: more gripping or leaning support points when standing, sitting, hanging holding tight and spinning.



Internal ball-bearing spinner
Cognitive: logical thinking, figuring out how to make the spinner work with gravity, not against it.



Triangle seat
Social-emotional: turn-taking, cooperation, socializing.



Rotation
Physical: pushing or pulling into motion, children use their muscle strength and exercise their cardio. The rotation increases a sense of balance and space when enjoying the ride.
Social-emotional: listening and negotiating how slow or fast to go, children develop their empathy and cooperation skills.

Spica 3

GXY8016



The Spica bearings are installed in a one-piece design bearing house with integrated drain holes for water passage. The two large steel bearings are fully closed and lifetime lubricated.



The unique GALAXY super triangle deck plate has an inner core of galvanized steel and soft outer layer of PUR rubber. The rounded edges has a non-skid pattern for safe play.



The colored top is made of injection molded high quality nylon (PA6) which is UV stabilized to ensure long life time. The two component design is assembled with steel pins around the steel pipe.



The steel surfaces are hot-dip galvanized inside and outside with lead-free zinc. The galvanization has excellent corrosion resistance in outside environments and requires minimal maintenance.

Item no. GXY801621-3717	
Installation Information	
Max. fall height	3'3"
Safety surfacing area	146 ft ²
Number of installers	2
Total installation time	1.6
Excavation volume	0.50 yd ³
Concrete volume	0.39 yd ³
Footing depth (standard)	2'11"
Shipment weight	124 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/> Surface <input checked="" type="checkbox"/>
Warranty Information	
Hot dip galvanized steel	Lifetime
Hardware	10 years
Bearing construction	5 years
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1


Swing, 8 ft H, 1 Shell Seat

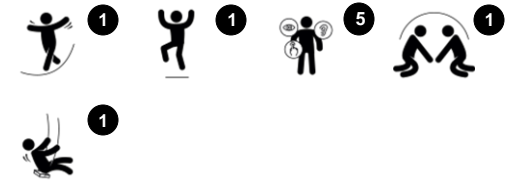
KSW92007



Item no. KSW92007-0910

General Product Information

Dimensions LxWxH	10'6"x6'0"x8'4"
Age group	2 - 12
Play capacity (users)	6
Color options	



Of all the play activities, the bird's nest swing is the favorite: children love it, as it can be done individually and together. It is a great facilitator of fun rough-and-tumble play. The shell nest seat is shallow and easy to enter and so welcomes multiple users of all abilities and most ages. This makes the swing a thrilling common experience, day after day, for hours

and hours. Swinging, apart from being tremendous fun, trains the children's ABCs: agility, balance and coordination, as well as their spatial awareness. These motor skills are crucial to being able to judge distance and navigate traffic safely. Swings allow for standing sitting, lying – and even jumping off. All these activities train the arm, leg and core

muscles. Jumping off builds bone density – the majority of which is built up during the first years of life. Finally, this swing supports social skills such as taking turns and cooperation.



Swing, 8 ft H, 1 Shell Seat

KSW92007



Shell nest swing

Physical: balance, coordination and spatial awareness are developed when swinging. The swinging movement trains the arm, leg and core muscles, and strengthens bone density when jumping off.

Social-emotional: the spacious seat allows for many children standing, lying, seated together and is inclusive for all.

Cognitive: cause and effect understanding, rhythm and thinking skills are developed in younger children.

Swing, 8 ft H, 1 Shell Seat

KSW92007



Vertical posts of hot dip galvanized steel or powder coated on pre-galvanized steel base. Swing frame end connectors and crossbeam of hot dip galvanized steel or powder coated on hot dip galvanized steel base.



The swing hangers are made of high quality UV-stabilized nylon (PA6) housing with integrated lifetime sealed ball bearings. The height adjustable chains are fixed by a stainless steel hook with theft proof snake-eye bolt in a turnable anti twist housing. All seats with two chain fixation are available with either standard or anti-wrap suspension.



The standard seats of KOMPAN swings is engineered for maximum safety and durability. The seat two component seat with a PP inner core and outside rubber is produced in one operation. The seats are available with swing chains of either hot dip galvanized steel or stainless steel for all swings heights.



Unique designed seats for toddlers: Baby seat of rubber. Toddler seat of PUR with four chain suspension for easy movement. Cradle seat. You & Me swing seat for adult/child or children of different ages to swing together while facing each other.



KOMPAN designed the bird's nest seats to be light in weight and in compliance with global safety standards. The soft, shock absorbent bumpers with non-slip surface makes the swing seat extremely user friendly. Choose between a rope version with reinforced PA rope or a molded PE version. Both equipped with soft rubber bumpers.

Item no. KSW92007-0910	
Installation Information	
Max. fall height	7'9"
Safety surfacing area	495 ft ²
Number of installers	2
Total installation time	4.3
Excavation volume	1.37 yd ³
Concrete volume	0.76 yd ³
Footing depth (standard)	2'11"
Shipment weight	350 lbs
Anchoring options	In-ground ✓
Warranty Information	
Steel post HDG	Lifetime
Swing seat	10 years
Swing hangers	5 years
Chains	10 years
Spare parts guaranteed	10 years

Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Your KOMPAN Project Team

We help you every step of the way – all the way from initial design to the opening of the playground.

Kristin Seifried

Principal Representative

Kristin has been with KOMPAN for 6 years as a principal sales representative covering Oklahoma. Kristin was born and raised in Oklahoma and considers this her home. She has worked on projects such as the Tulsa Zoo, Gathering Place, MLK Jr. Square Park and many others. Kristin is intimately involved in projects from the beginning design phase through construction and stays involved for years to come through post-sales support.



Chloe Johnson, Architect

Playground Designer

Chloe joined KOMPAN 4 years ago as a playground designer. Prior to joining KOMPAN, she worked as an architect/interior designer for 3 years. Chloe has international experience in Singapore and China. Chloe is specialized in site development and hand drawing and has 4 years experience in ADA guidelines.



Becky Wilson

Installation Project Manager

Becky has over 6 years of project management experience with KOMPAN. She has overseen multi-million dollar projects such as the Tulsa Zoo, Gathering Place, Epic PlayGrand Adventures and many other complicated, time sensitive and important projects. Becky manages the installation of the project from Order Confirmation until handover to the customer. She works closely with the customer and the general contractor to ensure the construction process runs smoothly and efficiently and project timelines are met.



Kompan's scope of work includes supplying the referenced playground equipment or similar items to be mutually decided upon during the design phase, installation of referenced equipment and poured in place or turf surfacing, excluding the sub-base. All other site work to be completed by others.

Kompan:

- Playground Equipment
- Playground Equipment Installation
- Safety surfacing, excluding the sub-base

Others:

- Earthwork
- Grading
- Drainage
- Site prep
- Embankments
- Curbing
- Sidewalks
- Surfacing Sub-Base
- Sod
- Landscaping



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of awarding the bid to and entering into a contract with Downey Contracting L.L.C. in the amount of \$668,000 to construct the Midwest City Council Chambers COVID and ADA Retrofit project.

Bids were received on March 8th, 2022 for the above referenced project. Staff recommends award of the bid to Downey Contracting L.L.C. which submitted the lowest and best bid meeting specifications. Staff recommends awarding the following:

BID ITEM	DESCRIPTION	COST
BASE BID	Council Chambers and Court Bathroom	\$494,000
ALTERNATE NO. 1	New Light Fixtures – Council Chambers	\$62,000
ALTERNATE NO. 4	AV Generator Circuit	\$6,000
ALTERNATE NO. 5	Basement Bathroom	\$106,000
	TOTAL	\$668,000


This project will address ADA issues and COVID measures in the City Council Chamber, Court Bathroom, and Basement Bathroom. The project has been in process after the ADA Transition Committee recognized the need to have public spaces up to ADA compliance. 505 Architects was retained to create the master plan, construction documents, and will stay on for construction advisement.

As a result of the construction activities, the City Council meetings will be temporarily moved. Exact schedule is dependent on securing the materials for the project.

Attached are the bid tabulations for the four bids received.

Funding for this project was appropriated in projects #052206, #052207, #052209, #0522A1, #0522A2.

Staff recommends awarding the bid to Downey Contracting L.L.C.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment



505 ARCHITECTS LLC
1631 South Delaware Avenue
Tulsa, Oklahoma 74104
(918) 605-5303

Midwest City Council Chambers COVID and ADA Retrofit
100 North Midwest Blvd
Midwest City, Oklahoma 73110

10 March 2022

Re: Bid Tabulation Review

Dear Brandon Bundy:

Bids for the above-mentioned project were received and opened publicly on 8 March 2022. Of the seven bidders that attended the mandatory pre-bid meeting four (4) bids were received. 505 Architects reviewed with Downey Contracting L.L.C., Hoey Construction Company, and W.L. McNatt & Company their understanding of the Scope of Work contained with the bid documents. In addition, we contacted references regarding Downey Contracting. The above contractors' bids are below the Architects Estimate.

The apparent low bidder with the acceptance of Add Alternates No. 1, 4 and 5 is Downey Contracting, L.L.C., with a total bid of \$668,000.00

505 Architects recommends the Contract be awarded to Downey Contracting, L.L.C. for the total Lump Sum Base Bid plus Add Alternates No. 1, 4, and 5 in the amount of \$668,000.00.

Please do not hesitate to contact our office with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'WBT', is written over a horizontal line.

Brian Thomas, AIA, LEED AP
Principal

Attached: Midwest City Council Chambers COVID and ADA Retrofit Bid Tabulation

**MIDWEST CITY COUNCIL CHAMBERS COVID AND ADA RETROFIT
100 NORTH MIDWEST BLVD
MIDWEST CITY, OKLAHOMA 73110**

BID TABULATION

CONTRACTOR	BID FORM	ADDENDUM 1	BID BOND	BUSINESS RELATIONSHIP AFFIDAVIT	BID AFFIDAVIT	NON-COLLUSION AFFIDAVIT	CERTIFICATION OF PRE-BID SITE INSPECTION	CONTRACTOR CERTIFICATION	STATEMENT OF BIDDER QUALIFICATIONS	LUMP SUM BASE BID	ALTERNATE NO. 1 NEW LIGHT FIXTURES - COUNCIL CHAMBERS	ALTERNATE NO. 2 VESTIBULE STOREFRONT EXTENSION (VS PRECAST CONCRETE EXTENSIONS) - COUNCIL CHAMBERS	ALTERNATE NO 3 EXISTING DOORS 102 TO REMAIN - COUNCIL CHAMBERS	ALTERNATE NO 4 A/V CLOSET BACKUP GENERATOR CIRCUIT - COUNCIL CHAMBERS	ALTERNATE NO 5 TOILET RENOVATION - TOILETS BASEMENT	ALTERNATE NO 6 TOILET RENOVATION - TOILETS NW	COUNCIL CHAMBER RENOVATIONS CALENDAR DAYS	TOILET RENOVATION - TOILET COURTS CALENDAR DAYS	ALTERNATE NO. 5 TOILET RENOVATION - TOILETS BASEMENT CALENDAR DAYS	ALTERNATE NO. 6 TOILET RENOVATION - TOILETS NW CALENDAR DAYS
ARCHITECTS ESTIMATE										\$774,879.00	\$97,500.00	-\$15,000.00	-\$14,000.00	\$7,500.00	\$165,000.00	\$80,000.00				
CMSWILLOWBROOK, INC																				
DOWNEY CONTRACTING	X	X	X	X	X	X	X	X	X	\$494,000.00	\$62,000.00	-\$1,000.00	-\$12,000.00	\$6,000.00	\$106,000.00	\$66,500.00	75	20	20	20
HOEY CONSTRUCTION COMPANY	X	X	X	X	X	X	X	X	X	\$614,000.00	\$46,000.00	-\$2,000.00	-\$11,000.00	\$5,000.00	\$77,000.00	\$42,000.00	90	30	30	30
JIM COOLEY CONSTRUCTION LLC	X	X	X	X	X	X	X	X	X	\$765,000	\$147,500.00	-\$7,300.00	-\$53,000.00	\$4,000.00	\$154,000.00	\$86,000.00				
SHILOH ENTERPRISES																				
TCS CONSTRUCTION																				
W.L. MCNATT & COMPANY	X	X	X	X	X	X	X	X	X	\$613,000	\$61,300.00	\$6,100.00	-\$17,000.00	\$6,000.00	\$80,000.00	\$45,000.00	90	30	30	30



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : March 22nd, 2022

SUBJECT : Discussion and consideration, including any amendment thereto, of reappointing Jim McWhirter and Joel Bryant to the Builders' Advisory Board for an additional three-year term.

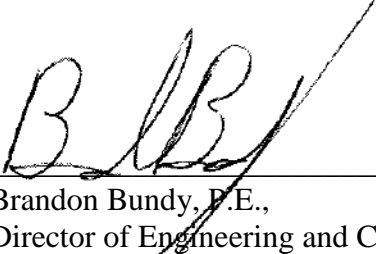
The term of Jim McWhirter expires on March 8, 2022 and Joel Bryant expires on March 22, 2022. They both wish to be considered for reappointment.

In accordance with Sec. 9-17 of the Municipal Code, the Builders Advisory Board shall consist of seven (7) members to be appointed by the mayor and approved by the city council. The members of the board shall be chosen from the residents of the city at large with reference to their fitness for such office. Ownership, operation or involvement in the building, construction or development business within the city shall also qualify one to serve on the board.

The Builders Advisory Board meets on call. Members of the Board serve 3-year terms and are as follows:

Jim McWhirter	expires 3-08-22
Joel Bryant	expires 3-22-22
Chris Clark	expires 7-25-23
Steve Merriman	expires 7-25-23
Jim Campbell	expires 5-28-24
Allen Clark	expires 5-28-24
Charlie Hartley	expires 5-28-24

Action is at the discretion of the Council.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services



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: Sid Porter, Chief of Police

DATE: March 22, 2022

SUBJECT: Discussion and consideration including any possible amendment of, declaring (1) PRECOR C942 Treadmill as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items identified are property that the Midwest City Police Department no longer needs or uses and has not been claimed by any other city department. Still in working condition-will require a 120V to operate. Staff recommends that these items be declared surplus. None of these items are estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

PRECOR C942 Treadmill

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulicsurplus.com

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police-Interim

Attachment: Pictures of available item



PHILIPS

COOL WHITE
ELECTROLUMINESCENT
4100K
29 Pin Pin

ROBERTS
7200-30C

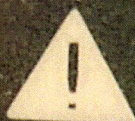
Wall Base Adhesive
Adhésif pour plinthes

G942

FREDERICK

C942

~120V
50/60 Hz, 12.0 A, 1440 W



WARNING: Remove control key when not in use and stay out of reach of children.

CAUTION: Read owner's manual before operating. Do not remove covers. No serviceable parts inside. Disconnect from supply before servicing.

This device complies with Part 15 of the FCC Rules. Operating is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Precor is a registered trademark of Precor Inc. For current patent information, refer to serial number label. ©1996 Precor Inc. Bothell, WA 98011



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: Sid Porter, Chief of Police

DATE: March 22, 2022

SUBJECT: Discussion and consideration including any possible amendment of, declaring numerous miscellaneous parts as surplus, having no value and authorizing disposal by destruction.

The items identified are property that the Midwest City Police Department no longer needs, uses and are considered obsolete, these items have been used for parts and have no value. Due to the sensitive nature of these items, they will need to be destroyed and not used on the open market as allowed by 2-132 of the City Ordinances for the City of Midwest City. All items were removed from authorized surplused vehicles over the last 6-8 years. These items consist of siren boxes, control boxes, and computer mounting plates and brackets.

There are also miscellaneous door panels and interior parts removed from Chevrolet Tahoe's, Caprice's, and Impala's that will not be reused. Staff recommends that these items be declared surplus. None of these items are estimated to have a value or sell for \$10,000.00 or more.

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police-Interim

Attachment: Pictures of available item







COMPETITOR Series PLUS
MODEL CSP650

INPUT VOLTAGE: 120VAC 50/60Hz
POWER RATING: 300VA 250W
INPUT CURRENT: 1.5A 1.5A 1.5A
100-120VAC 100-120VAC 100-120VAC

MODEL CSP650
REV. 2/2000

WARNING
READ CAREFULLY BEFORE USE
BEFORE OPERATING THE UNIT
THE POWER SUPPLY UNIT
MUST BE CONNECTED TO THE MAIN
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BBAD

! WARNING
Do not install any emergency device and/or route
could interfere with deployment path of an air bag. Equipment
mounted or located in air bag deployment area
will damage or reduce effectiveness of air bag, or
become a projectile during serious personal
injury or death.
To determine air bag deployment area, refer to
vehicle manufacturer's manual.

AMP-2

5 4 3 2 1
CONVENTIONAL
ASTK

CODE 3

RRB-1
RRB-2



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: Sid Porter, Chief of Police

DATE: March 22, 2022

SUBJECT: Discussion and consideration including any possible amendment of, declaring (1) 2015 BMW Motorcycle Vin# 3502 as surplus and authorizing disposal by public auction, sealed bid or other means necessary.

The items identified are property that the Midwest City Police Department no longer needs or uses and have been removed from service. Staff recommends that these items be declared surplus. None of these items are estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

060241-06 BMW Motorcycle R12RTP VIN **WB10A130XFZ193502**

Auction services are provided to the City by:

1. www.ebay.com
2. www.govdeals.com
3. www.pulicsurplus.com

Staff recommends approval.

Sid Porter

Sid Porter, Chief of Police-Interim



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

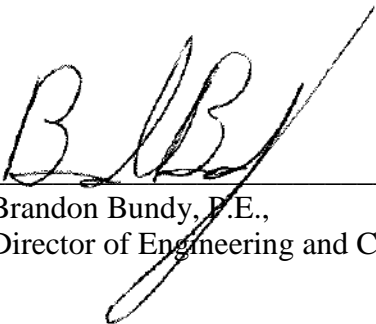
DATE : March 22nd, 2022

SUBJECT : Discussion and consideration of declaring, including any amendment thereto,
Truck 050208, 2010 Ford PU, (Totaled), as surplus and authorizing disposal by
sealed bid, public auction, or other means as necessary.

The Midwest City Community Development Department requests that you declare the listed item of City property surplus and authorize disposal through sealed bid, public auction, or by other means as necessary. The vehicle is damaged and beyond use in the City fleet.

Truck #050208, 2010 Ford PU, (Totaled) VIN # 1FTNF1CV5AKE21283

Staff recommends approval.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services



City Clerk Department
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1240
fax 405.869.8655

TO: Honorable Mayor and Council


FROM: Sara Hancock, City Clerk

DATE: March 22, 2022

SUBJECT: Discussion and consideration, including any amendment thereto, of declaring multiple office items as surplus and authorizing disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the items listed below, as surplus.

- (3) Boxes of Coin Wrappers – misc. sizes
- (4) Binders
- (3) Bottles of Mailmachine glue
- (2) Paper Cutters
- (2) Boxes of Binder combs – misc. sizes
- (2) Tray Organizers
- (2) Two Hole Punch
- (10) Chairs
- (1) 4 Drawer File Cabinet
- (2) Tables



Sara Hancock, City Clerk



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
Michael Pugh, Associate Current Planner
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: March 22nd, 2022

Subject: (PC-2103) Discussion and consideration, including any potential amendment, of an ordinance to redistrict from C-3, Community Commercial, to SPUD, Simplified Planned Unit Development governed by the C-3, General Commercial district, and a resolution to amend the Comprehensive Plan from COMM to SPUD, Simplified Planned Unit Development with added uses of eating establishments: sit-down, alcoholic beverages permitted and brewpub, for the property described as McCorkle Park ADD E35ft of Lot 27 & all of Lots 28 & 29 addressed as 227 & 231 W. MacArthur.

Executive Summary: This is a request to rezone the property from C-3, Community Commercial to a SPUD, Simplified Planned Unit Development, governed by the C-4, General Commercial district. The location is a former auto body and paint shop that has been vacant. The owner met with staff and stated that he would like to develop the property so it is suitable for a restaurant and brewery on the property which is not an allowable use in the C-3 district. If approved, all C-3 uses would be allowed on the property with added uses of eating establishments: sit-down, alcoholic beverages permitted and brewpub. A parking variance has been requested, 38 spots 9' stall with 18.5' depth and 26' isle width for the off street parking. Petition was heard by Planning Commission on March 1st. Planning Commission determined to recommend this item for approval. Action is at the discretion of City Council.



Dates of Hearing: Planning Commission –
March 1, 2022
City Council – March 22, 2022
Council Ward: Ward 1, Susan Eads

Owner/Applicant: Jlou Properties

Proposed Use: Eating establishment: sit-down, alcoholic beverages permitted, brewpub

Size:
The area of request has a frontage of approximately 185' along W. MacArthur Dr and contains an area of approximately .63 acres, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – COM, Commercial
South and East – HDR, High Density Residential
West – OR, Office/Retail
North – COM, Commercial

Zoning Districts:

Area of Request – C-3, Community Commercial
North and South – C-3 Community Commercial
East – HDR, High Density Residential
West – C-3, Community Commercial

Land Use:

Area of Request – Brewpub/restaurant
North – Barber Shop & Bar
South – Multi-tenant commercial buildings
East – Apartments
West – Multi-tenant retail and transmission shop

Municipal Code Citation:**2.26 SPUD, Simplified Planned Unit Development****2.26.1. General Description**

The simplified planned unit development, herein referred to as SPUD, is a special Zoning district that provides an alternate approach to conventional land use controls to produce unique, creative, progressive or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The SPUD is subject to special review procedures and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2 Intent and Purpose

The intent and purpose of the simplified planned unit development provisions are to ensure:

(A) Innovative development

Encouraging innovative development and protect the health, safety and welfare of the community.

(B) Efficient use of land

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

(C) Appropriate limitations and compatibility

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

Comprehensive Code Citation:**Commercial**

Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, manufactured home sales, self-storage units, welding shops, and pawnshops. Commercial uses often located along major thoroughfares not because they need the visibility, as retail uses generally do, but because they need the accessibility. The challenge lies in the face that commercial uses often have a greater need for outside storage areas and these areas tend to lessen the visual quality of major thoroughfares.

History:

The property was designated as C-3, Community Commercial, at the time of adoption of the 1985 Zoning Map. C/O for a body repair shop was filed for and approved in 1986.

Staff Comments:**Engineer Brandon Bundy's report:****ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2103:**

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a six (6) inch public water main bordering the proposed parcel along the north side of McArthur Drive. There is a four (4) inch public water main to the north of the parcel which previously served the existing building; however, it is planned to be abandoned in the near future in efforts of removing lines less than six (6) inches as well as dead end lines. Any new building permit will require tie into the public water system along McArthur Drive as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is no public sewer available to this site. A twelve (12) inch public sanitary sewer runs along under Air Depot Boulevard in the NB outside lane. This would be the nearest main to the proposed parcel. Any new building permit will require tie into the public sewer system as outlined in Municipal Code 43-109. This site is not grandfathered in and would require that the sewer extension be completed. Design would need to be by a licensed Oklahoma engineer; submitted for review by the City and Oklahoma Department of Environmental Quality (ODEQ), bonded, and inspected by the City prior to acceptance.

Streets and Sidewalks

Access to the area of request exists off McArthur Drive which is designated as a local road in the 2008 Comprehensive Plan. Existing drives will be allowed but any future modification will require to come into compliance with current City code.

Sidewalk across the frontage of McArthur Drive will be required as part of any new building permit.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an "Area of Minimal Flood Hazard" on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009.

Future development will need to take existing conditions under consideration.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal Duane Helmberger's report:

PC-2103 is a request to rezone the parcels at 227 & 231 W McArthur from C-3 to a SPUD governed by C-3 with alcohol, brewery, restaurant as added uses and a parking variance. The legal description is: McCorkle Park ADD E35FT of Lot 27 & All of Lots 28 & 29. The SPUD design statement and master development plan is attached. –

The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Plan Review Comments:

The applicant has met with staff and would like to develop the property so it is suitable for a tenant to operate a restaurant and/or brewpub. Surrounding uses are compatible with a sit down restaurant. Restaurant/brewpub use is compatible with the Future Land Use Map designation of Commercial.

At this time, the applicant has submitted building permits for new construction, remodel, and addition. The SPUD must be approved before permits can issued for the tenants intended use. All alterations must meet all requirements of the municipal code.

Variance Requested

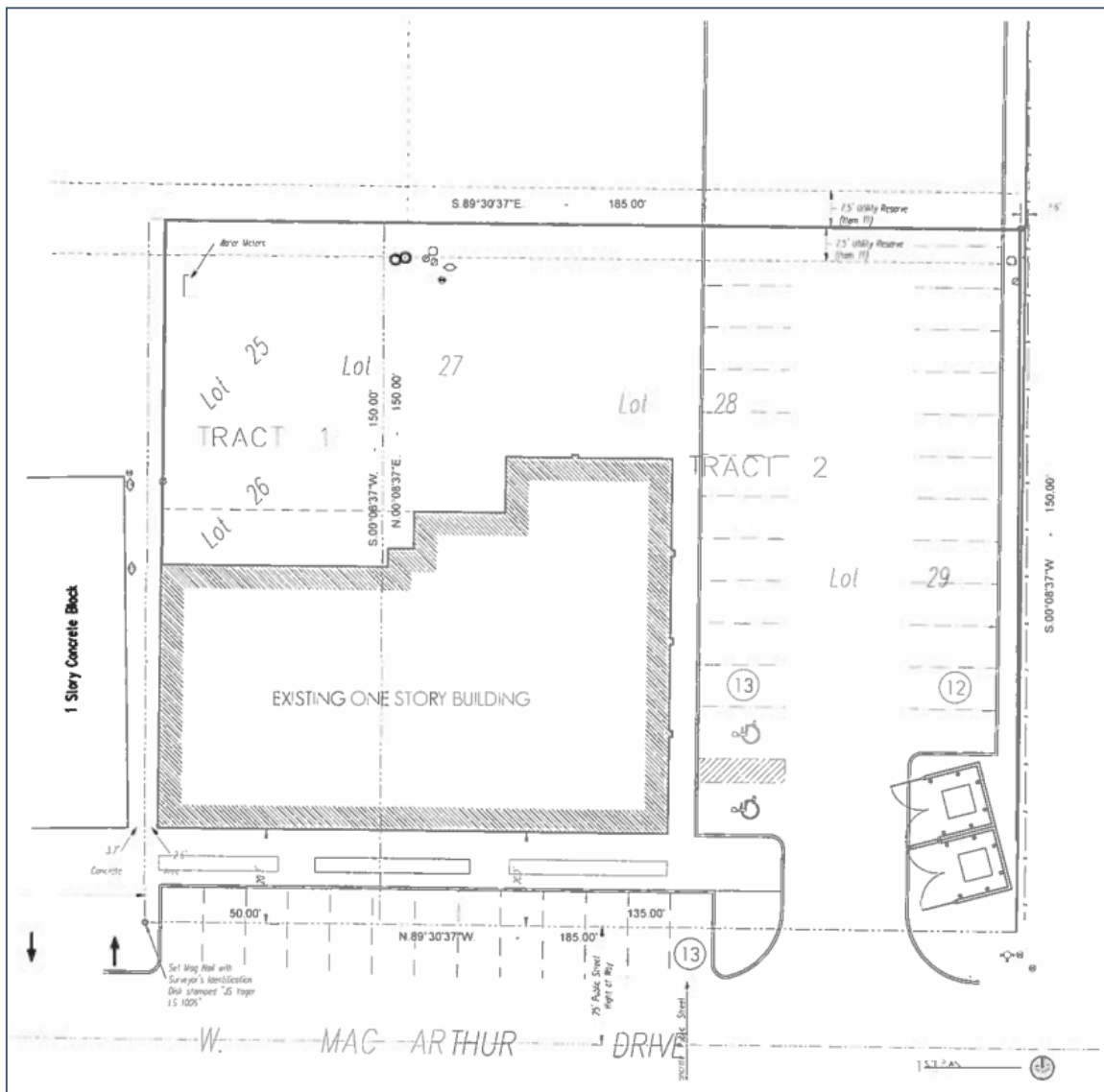
The applicant is requesting a variance to the parking requirements, asking for a reduction in the spaces required by code. For the Use of Eating establishment: Alcohol Permitted calls for 1 parking space per 100 feet of general floor area, which would equal 68 parking spaces instead of the proposed 38 spaces. A factor that should not be overlooked in considering this variance is potential tenants might be devoting substantial floor area to the production of alcoholic beverages for on-site consumption, reducing the number of available tables thereby reducing the amount of guests the establishment could host thereby reducing the amount of needed parking.

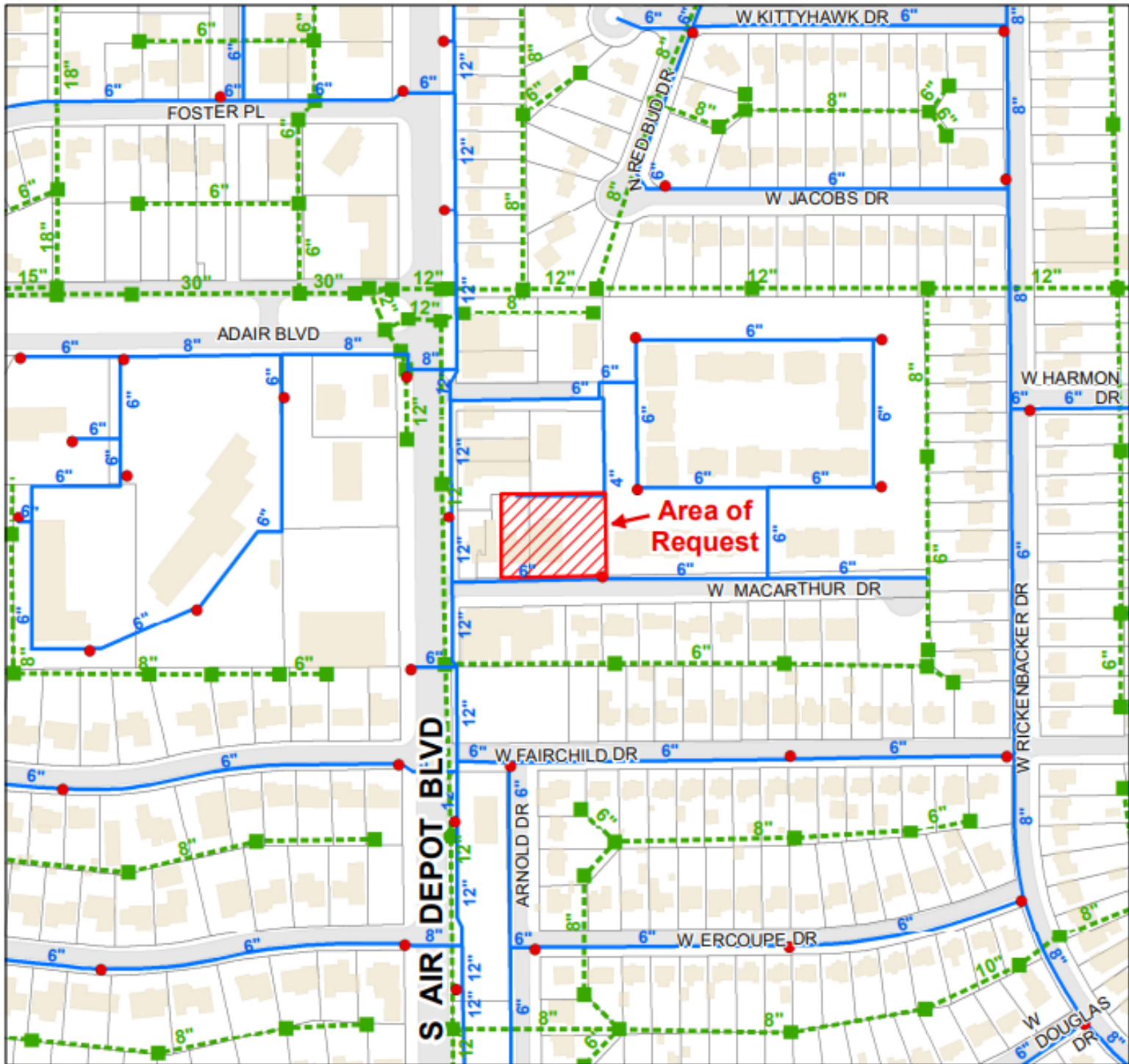
Action is at the discretion of the Planning Commission and City Council.

Action Required:

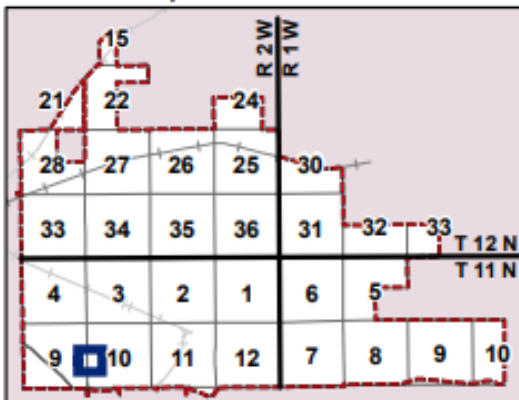
Approve or reject the ordinance to redistrict to SPUD, Simplified Planned Unit Development for the property as noted herein, subject to staff's comments as found in the March 1, 2022 agenda packet and made a part of PC-2103 file.

Site plan submitted by applicant:





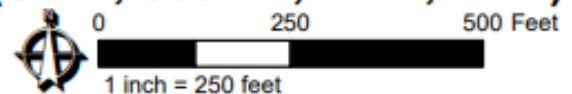
Locator Map



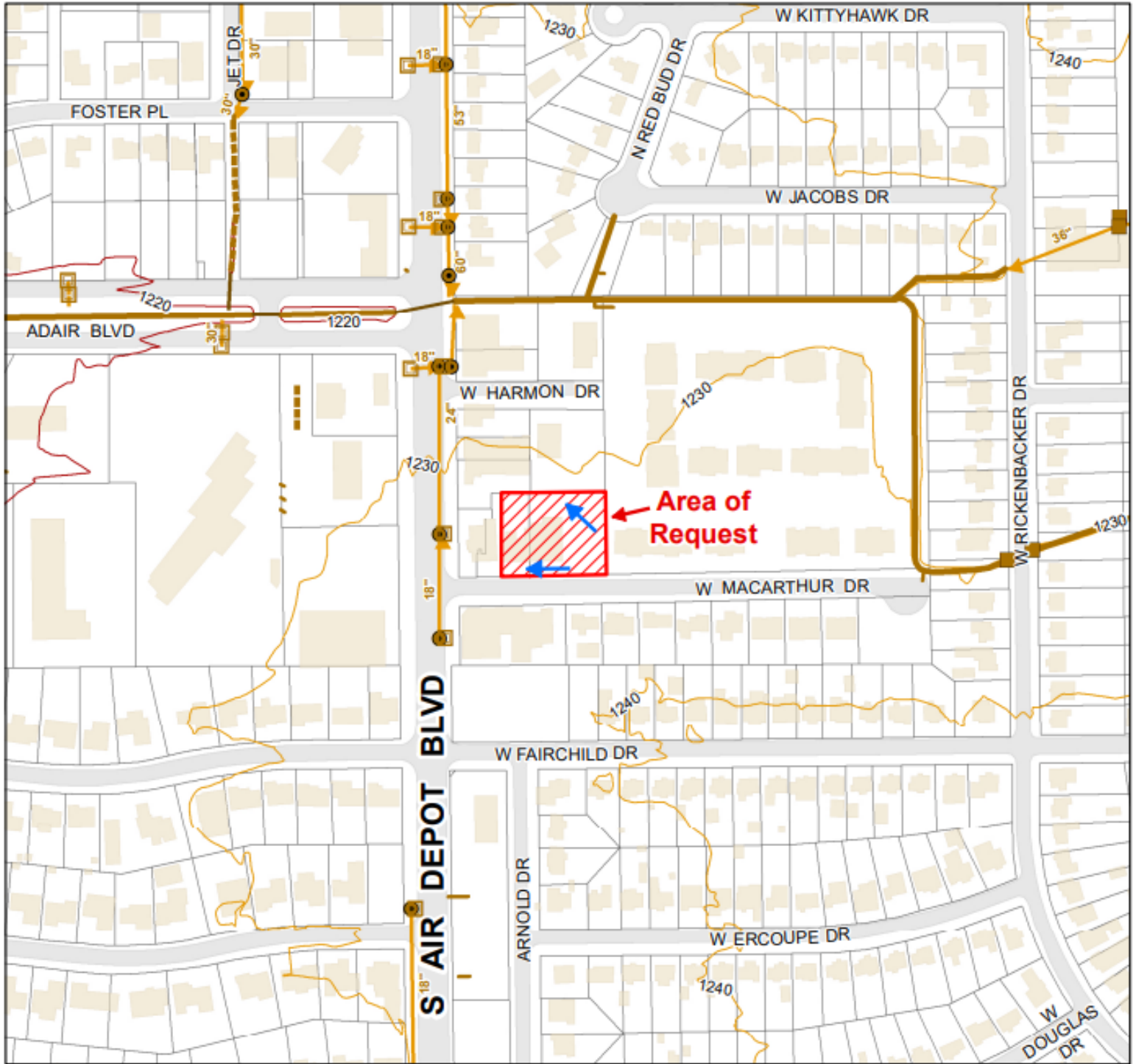
Water/Sewer Legend

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

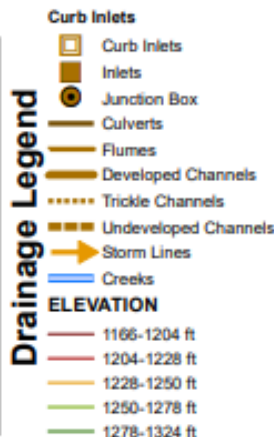
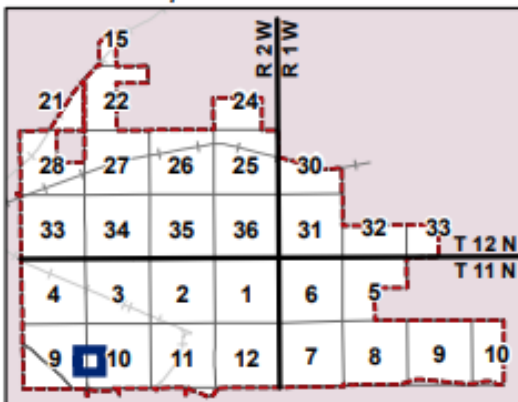
**WATER/SEWER LINE
LOCATION MAP FOR
PC-2103
(SW/4, Sec. 10, T11N, R2W)**



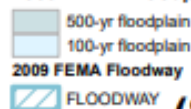
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



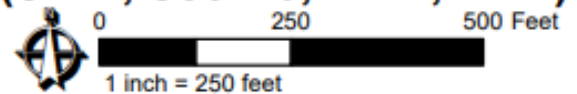
Locator Map



2009 FEMA Floodplains



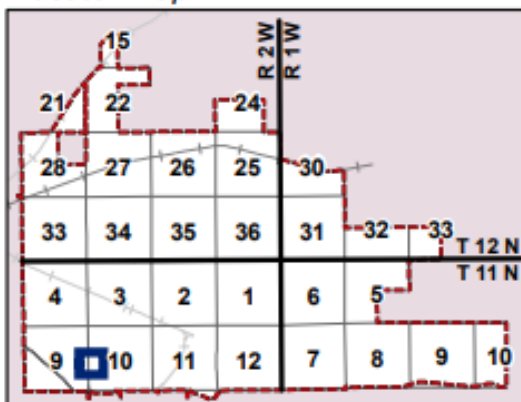
DRAINAGE LOCATION MAP FOR PC-2103 (SW/4, Sec. 10, T11N, R2W)



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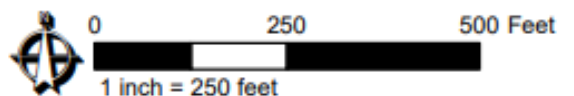
Locator Map



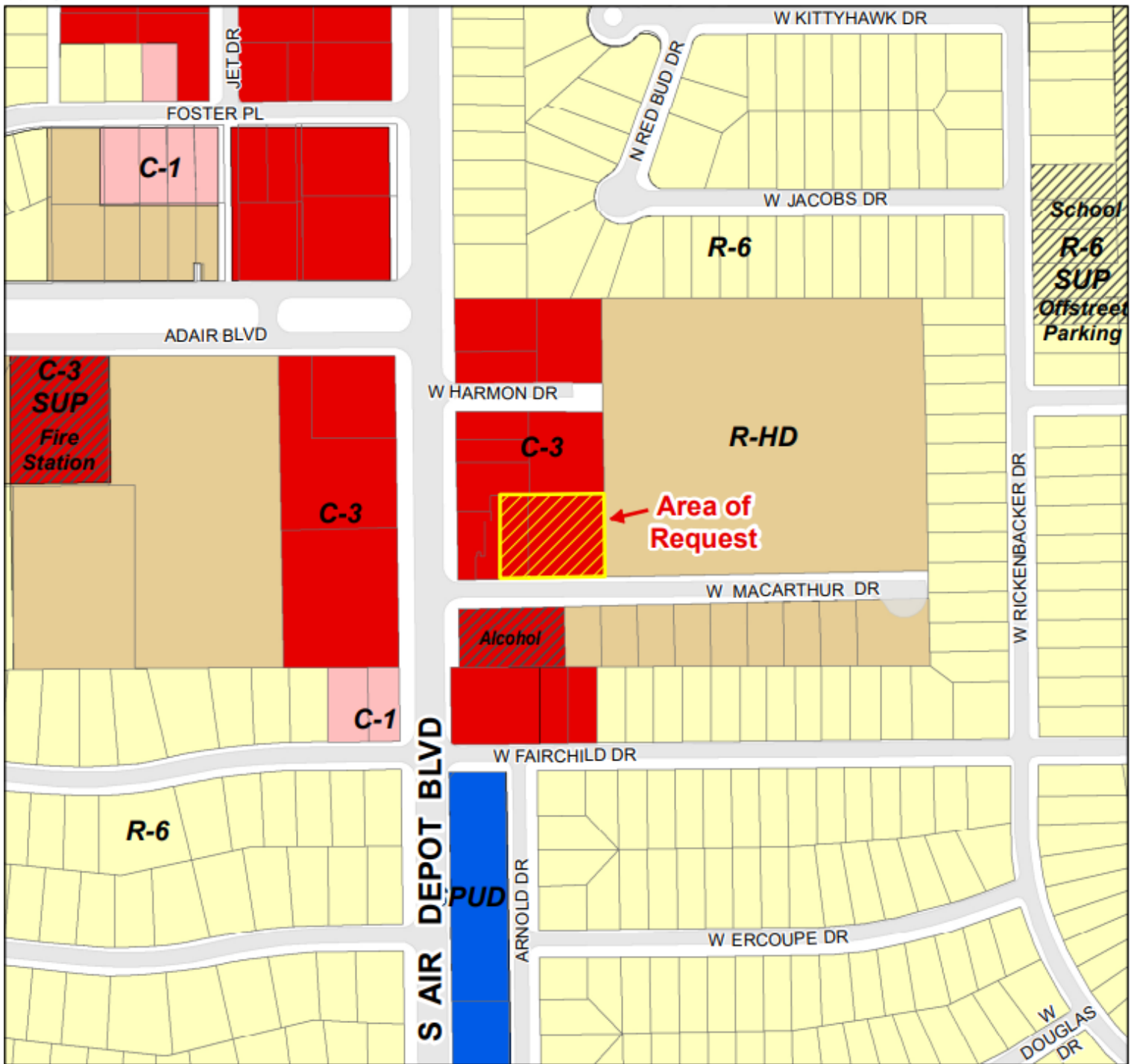
General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits
- Railroads**
- Active
- Inactive / Closed

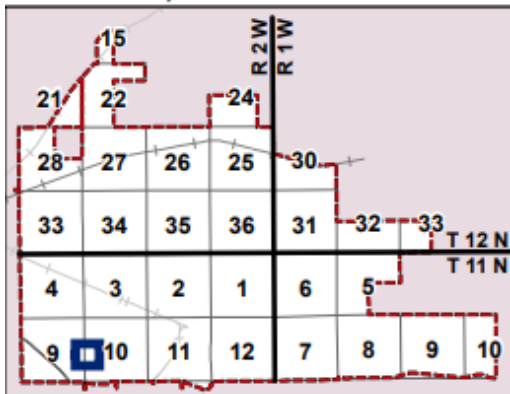
**GENERAL MAP FOR
PC-2103
(SW/4, Sec. 10, T11N, R2W)**



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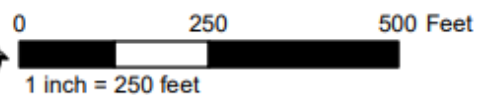
Locator Map



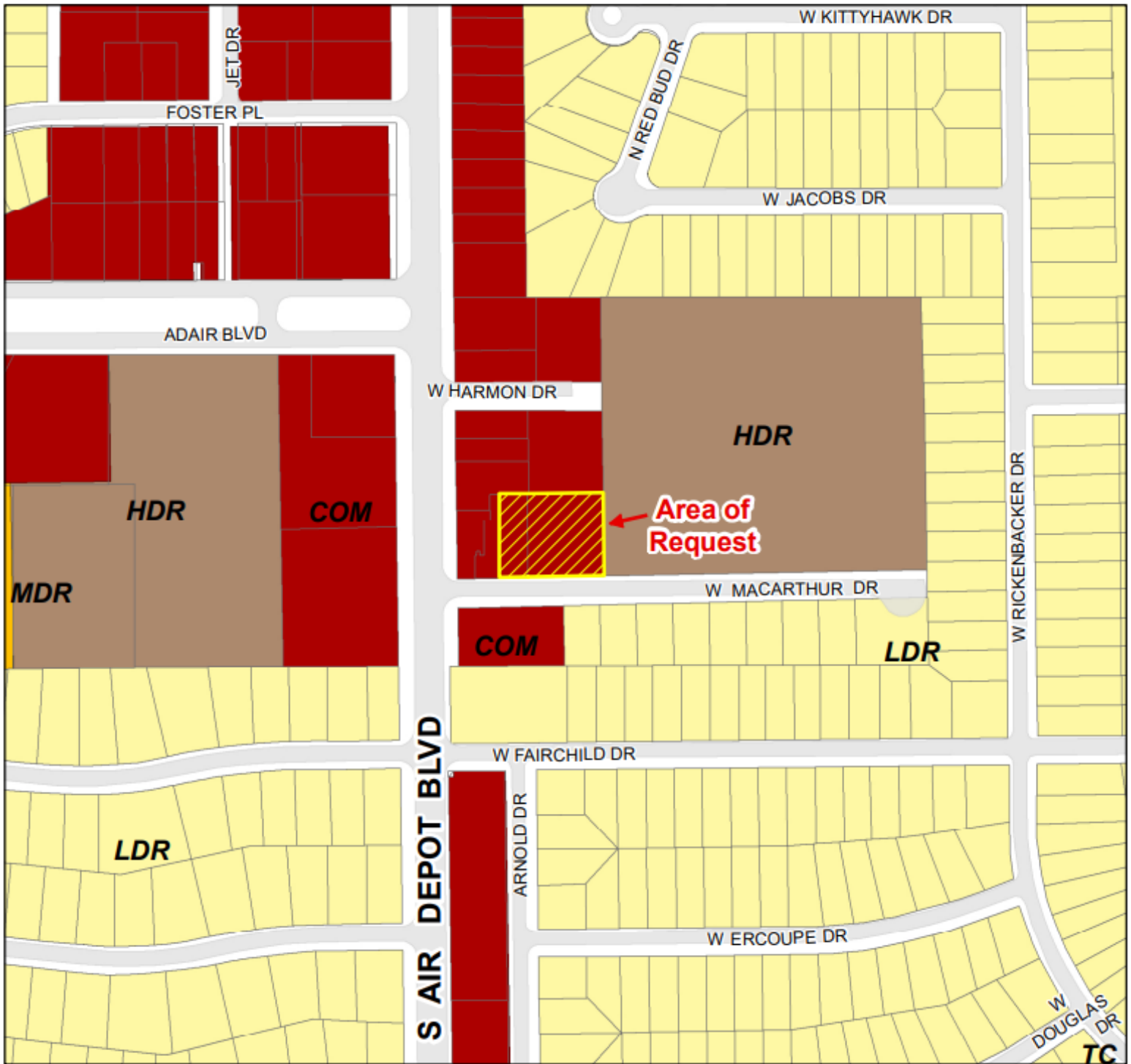
Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

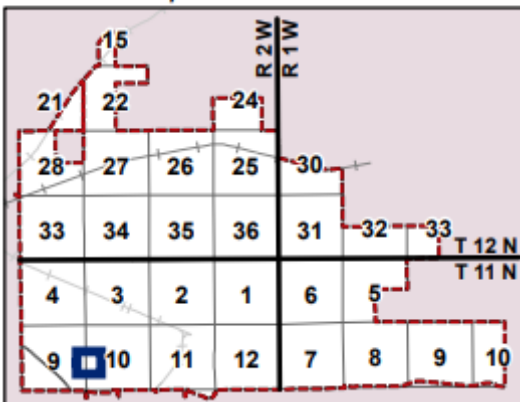
**ZONING MAP FOR
PC-2103
(SW/4, Sec. 10, T11N, R2W)**



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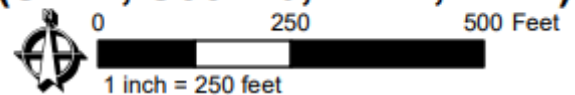
Locator Map



Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2103
(SW/4, Sec. 10, T11N, R2W)**



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RESOLUTION NO. 2022-_____

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM C-3, COMMUNITY COMMERCIAL TO SPUD, SIMPLIFIED PLANNED UNIT DEVELOPMENT FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

WHEREAS, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as:

McCorkle Park ADD E35ft of Lot 27 & all of Lots 28 & 29 addressed as 227 & 231 W. MacArthur.

WHEREAS, it is the desire of the Midwest City Council to amend the classification of the referenced property to Amended SPUD, Simplified Planned Unit Development;

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

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Simplified Planned Unit Development on the 2008 Comprehensive Plan Map.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this _____ day of _____, 2022.

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2022.

DONALD MAISCH, City Attorney

1 **PC-2103**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO SPUD, SIMPLIFIED PLANNED UNIT DE-**
5 **VELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZON-**
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified to
11 SPUD, Simplified Planned Unit Development, subject to the conditions contained in the PC-2103
12 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the
13 property's zoning district as specified in this ordinance:

14 The eastern 35ft of Lot 27, all of Lots 28 & 29 of the McCorkle Park Addition, Midwest
15 City, OK, located at 227 & 231 W. MacArthur.

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

18 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
19 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
20 tions of the ordinance.

21 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
22 on the _____ day of _____, 2022.

23 THE CITY OF MIDWEST CITY, OKLA-
24 HOMA

25 _____
26 MATTHEW D. DUKES II, Mayor

27 ATTEST:

28 _____
29 SARA HANCOCK, City Clerk

30 APPROVED as to form and legality this _____ day of _____, 2022.

31 _____
32 DONALD MAISCH, City Attorney

33
34
35
36



The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
 Michael Pugh, Associate Current Planner
 COMPREHENSIVE PLANNING
 Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: March 22nd, 2022

Subject: (PC – 2104) Discussion and consideration for adoption, including any possible amendment of the Replat of the East 225 feet of Lot 6 and the East 225 feet of the South 20 feet of Lot Five, in Block Three of the Friendly Acres Subdivision, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 11113 Friendly Lane.

Executive Summary

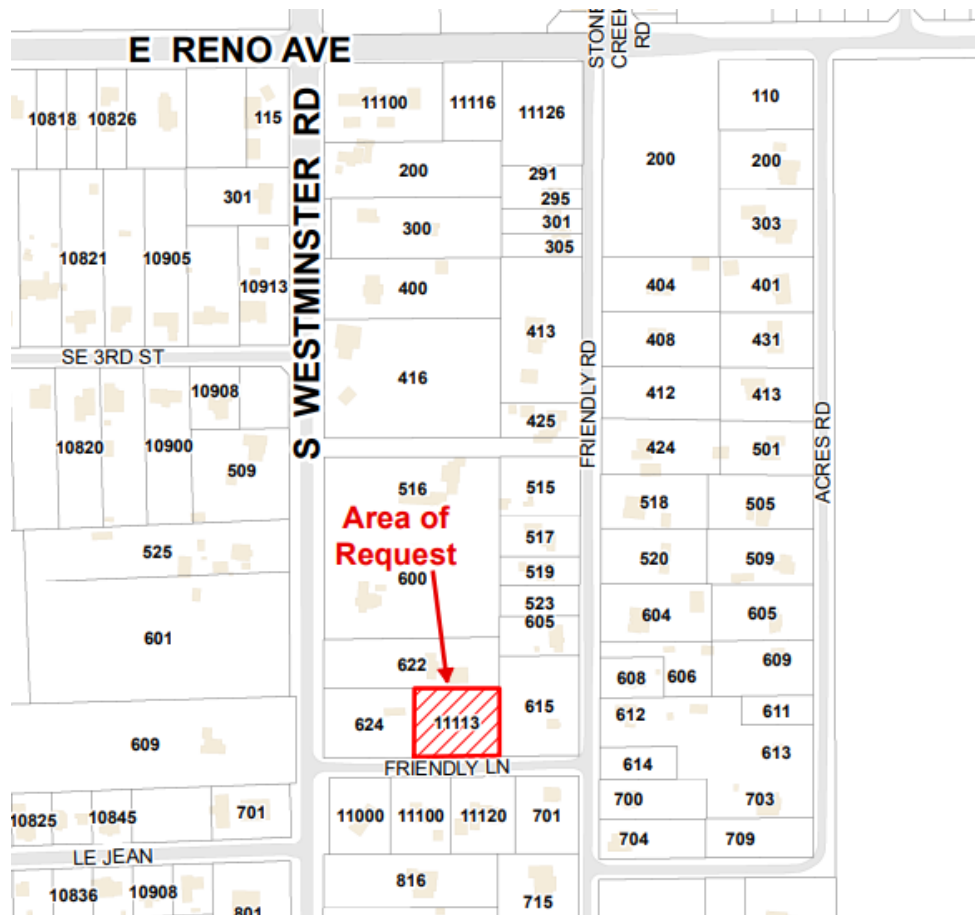
This is a request to divide one (1) existing lot into three (3) lots for residential development. There are currently no structures on the lot. The area of request is platted as the eastern 225 feet of Lot 6, plus the eastern 225 feet of the Friendly Acres Subdivision. The proposed lots meet the minimum standards regarding lot size. If approved, the home built on each lot must meet the minimum house size, exterior construction materials and setbacks listed in the Zoning Ordinance. If the replat application is approved, the applicant is responsible for bringing the curb and gutter along the frontage to city standard as well as sidewalks along the frontage of both proposed lots. The proposed lots have access to city sewer along the frontage. A public water extension is required prior to the issuance of any building permit. The applicant has agreed to fulfill all requirements including sidewalk along the frontage of the three proposed lots as well as the water extension. Planning Commission heard the petition of the applicant and recommends approval. Approval of this replat is at the discretion of City Council.

Dates of Hearing: Planning Commission – March 1st, 2022
 City Council – March 22nd, 2022

Council Ward: Ward 3,
 Councilmember Española Brown

Owner/Applicant: Mike Williams,
 Crafton Tull & Associates Inc.

Proposed Use: three (3) lots for single



family homes

Size:

The area of request has a frontage along Friendly Lane of approximately 225 ft. and a depth of approximately 170 feet, containing an area of approximately 37,897 square feet.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential
North, South, East & West – LDR, Low Density Residential.

Zoning Districts:

Area of Request – R-6, Single Family Residential
North, South, East and West– R-6, Single Family Residential

Land Use:

Area of Request – vacant
North, South, East and West – single family residences

Comprehensive Plan Citation:

Single-Family Detached Land Use

This use is representative of traditional single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continue to account for the largest percentage. The areas designated for single-family detached residential land uses are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The city should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sized in the Zoning Ordinance.

Municipal Code Citation:

38-21.1. Purpose

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

1. *The Replat is signed and acknowledged by the owners of the property being replatted; and*
2. *The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.*

History:

1. The Plat of the Friendly Acres Addition was approved in 1937.

ENGINEERING STAFF CODE CITATIONS AND COMMENTS - PC-2104:

Note: This application is for a re-plat of Lot 6 and a portion of Lot 5, Block 3 of the Friendly Acres Addition known currently as 1113 Friendly Lane.

Section 1. Public Improvements

The requirements of the public improvements can be found in the subdivision regulations under:

Sec. 38-21.3. Construction management (Replat).

(a)

Requires construction. If the subdivision as replatted requires construction of additional improvements, the provisions of article IV, Construction Plans and Procedures shall apply.

(b)

Does not require construction. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, alleys, building setback lines, etc., then no construction plans shall be required.

Upon application of replat, this office reviewed all the public improvements for compliance with the subdivision regulations.

Section 2. Water

There is currently no water service along Friendly Ln. The closest available public water main is a twelve (12) inch water line running along the west side of Westminster Rd. Code requires that all subdivided lots have access to public water across the frontage. Therefore, prior to platting, the developer will be required to extend the public water main east along Friendly Ln and across the entire frontage. Design of the extension will have to be done by an Oklahoma licensed engineer and submitted to this office for approval, then to Oklahoma Department of Environmental Quality, and upon approval; bonded and inspected per our code.

Section 3. Sanitary Sewer

There is an existing eight (8) inch sanitary sewer lines immediately adjacent to the proposed development; along the north side of Friendly Ln. Therefore, all the proposed lots already have public sanitary sewer access. No further improvements required.

Section 4. Stormwater

The proposed development is making three (3) lots out of one (1) existing. Only two (2) more house would be added to the existing system. Upon application of building permit, the lots will be required to keep the historic drainage pattern with care not to cause adverse impacts to surrounding property. No further improvements required.

Section 5. Street

Friendly Ln. is a publicly maintained asphalt roadway without curb and gutter. The City standard is for a street to be 26 feet wide, 13 feet on each side. The maximum gutter width is 1 foot so the remaining widening will require asphalt to match the same material of the road. The widening and curb and gutter will have to be added prior to filing of the plat. The improvement will be designed by an engineer and submitted for approval. Upon approval of plans, the work will be bonded and inspected by the Construction Inspector.

Section 6. Sidewalk

A four (4) foot sidewalk will have to be constructed along the frontage of Friendly Ln. Sidewalk will have to comply with current American with Disabilities Act (ADA) regulations. Sidewalk construction can be at time of building permit and will be required prior to any certificate of occupancy (CO) of the associated lot. A note to require sidewalk at CO will have to be on the recorded replat.

Section 7. Easements

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the plat. As required, these are reflected on the plat as shown.

Section 8. Lighting

Public street lighting is not required of this development since there are no areas within the extents of the development where street lighting is warranted.

Section 9. Signage

Public street signage is not required of this development since there are no intersecting roadways within the extents of the development and Friendly Ln. is already a publicly maintained roadway.

Section 10. Record Drawings, Lien Release, and Bonding

The water and half street public improvements will require inspection fees, bonding, and record drawings prior to acceptance. The required improvements will be inspected upon completion.

Fire Marshal's Comments:

PC-2104 is a request to replat. The property is required to meet and maintain the requirements of Midwest City Ordinances Section 15.

Planning Comments:



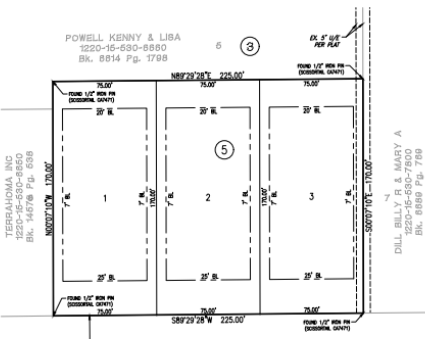


The Replat of eastern 225 feet of Lot 6, plus the eastern 225 feet of the Friendly Acres Subdivision Addition will allow the owner to divide the existing lot into three (3) lots. Each lot is intended for one single family residence.

The proposed lots meet the minimum standard of 6,000 square feet. If this application is approved, the homes

built on the lots must meet the requirements of the Zoning Ordinance including a minimum of 1,200 square feet, 85% masonry exterior materials (100% facing the street), maximum lot coverage of 40% and 7' side setbacks. Approval of the Replat of eastern 225 feet of Lot 6, plus the eastern 225 feet of the Friendly Acres Subdivision is at the discretion of the Planning Commission and City Council.

Action Required: Approve or reject the Replat of the eastern 225 feet of Lot 6, plus the eastern 225 feet of the Friendly Acres Subdivision addressed as 11113 Friendly Lane. Located on the property as noted herein, subject to the staff comments and found in the March 1st, 2022 agenda packet and made a part of PC-2104 file.

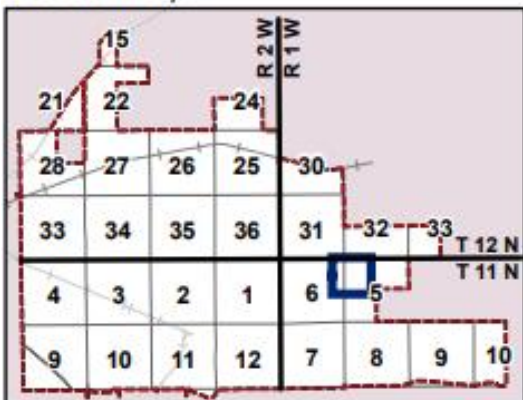
Plat as submitted by applicant

<p>OWNER'S CERTIFICATE AND DEDICATION</p> <p><small>I, ONE CREEK INC., do hereby certify that I am the owner of and the only person, firm or corporation having any right, title, or interest in and to the land shown on the attached plat and that the same is being conveyed to the public for the purpose of streets, utility, and drainage, for that public, easements, administrative, easements, and other purposes, and have caused the same to be released from encumbrances so that the title is clear, except as shown in the instrument's certification.</small></p> <p><small>In WITNESS WHEREOF, the undersigned has caused this instrument to be executed this _____ day of _____, 2022. Comments, reservations, and restrictions for this addition are contained in a separate instrument.</small></p> <p>ONE CREEK INC. ONE LAMLEY, PRESIDENT</p> <p>STATE OF OKLAHOMA) COUNTY OF CLEVELAND) SS.</p> <p>Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, 2022, personally appeared ONE CREEK INC., its authorized agent, who acknowledged to me that they executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.</p> <p>MY COMMISSION EXPIRES: _____ NOVEMBER PUBLIC, #1500411</p>	<p style="text-align: center;">REPLAT OF EAST 225' OF LOT 6, BLOCK 3 & EAST 225' OF SOUTH 20' OF LOT 5, BLOCK 3 FRIENDLY ACRES, BK. 23 PG. 11</p> <p style="text-align: center;"><small>A PART OF THE NW/4 OF SEC. 5, T11N - R1W, L1E, MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA</small></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p>LEGEND</p> <p>EX. EXISTING R/W RIGHT-OF-WAY BL. BUILDING LIMIT LINE U/L. UTILITY EXCISEMENT</p> </div> <div style="width: 30%; text-align: center;">  <p>LOCATION MAP SCALE: 1" = 200'</p> </div> <div style="width: 30%; text-align: center;">  <p>SCALE: 1" = 30' GRAPHIC SCALE IN FEET</p> <p>BASE OF BEARING = SOUTH LINE OF LOT 6, BLOCK 3, FRIENDLY ACRES (SRF2228'8")</p> </div> </div> <div style="text-align: center; margin-top: 10px;"> <p>POWELL KENNY & LISA 1220-16-690-8880 BK. 6814 Pp. 17/68</p>  <p style="text-align: center;">FRIENDLY LANE</p> </div>	<p>BONDED ABTRACTOR'S CERTIFICATE</p> <p><small>The undersigned, a duly qualified and bonded abstractor of title, in and for the County of CLEVELAND, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land in the attached plat is in the County of OKLAHOMA, BK. 23 PG. 11.</small></p> <p><small>There are no actions pending or judgments of any nature in any court or in the public records of any court in said county and aside against the land or the person thereof, and that the same are paid for the year _____ and prior years, that there are no judgments or liens or mortgages or other encumbrances of any kind against the land located in the attached plat, except mortgages, release rights, water rights, and easements of record previously mentioned, except as provided.</small></p> <p><small>In WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this _____ day of _____, 2022.</small></p> <p>FIRST AMERICAN TITLE INSURANCE COMPANY AUTHORIZED OAM LAMLEY</p> <p>STATE OF OKLAHOMA) COUNTY OF) SS.</p> <p>Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, 2022, personally appeared _____, its authorized agent, who acknowledged to me that they executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.</p> <p>MY COMMISSION EXPIRES: _____ NOVEMBER PUBLIC, #number</p>
<p>LEGAL DESCRIPTION</p> <p>The East 225.00 feet of Lot 6, Block 3 (S), FRIENDLY ACRES, according to the recorded plat that is in the Office of the Oklahoma County Clerk at Book Twenty-three (23) on Page Seven (7).</p> <p>TOGETHER WITH:</p> <p>The East 225.00 feet of the South 20.00 feet of Lot Five (5), Block Three (3), FRIENDLY ACRES, according to the recorded plat that is in the Office of the Oklahoma County Clerk at Book Twenty-three (23) on Page Seven (7).</p>	<p>LAND SURVEYOR'S CERTIFICATE</p> <p><small>I, DEMER WINCHESTER, do hereby certify that I am a PROFESSIONAL LAND SURVEYOR, and that the attached plat represents a survey made under my direction, and that the measurements herein were actually made and their positions are correctly shown.</small></p> <p>DEMER WINCHESTER, PLS 102</p> <p>STATE OF OKLAHOMA) COUNTY OF) SS.</p> <p>Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, 2022, personally appeared DEMER WINCHESTER, to me known to be the actual person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.</p> <p>MY COMMISSION EXPIRES: _____ MARCH 28, 2023 NOVEMBER PUBLIC, #0302138</p>	<p>CITY PLANNING COMMISSION APPROVAL</p> <p>I, _____, Chairman of the CITY OF _____ CITY, do hereby certify that the Midwest City Planning Commission duly approved this plat on the _____ day of _____, 2022.</p> <p>CHAIRMAN</p>
<p>CITY CLERK</p> <p>_____ CITY CLERK</p>	<p>CERTIFICATE OF CITY CLERK</p> <p><small>I, _____, City Clerk of the CITY OF _____, STATE OF OKLAHOMA, hereby certify that I have examined the records of said City and find that all delinquent property or ornamental judgments upon special assessment have been paid in full and that there is no special assessment procedure now pending against the land shown on the attached plat on the _____ day of _____, 2022.</small></p> <p>_____ CITY CLERK</p>	<p>ADDRESSES</p> <p><small>Any addresses shown on this plat were accurate as of the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal descriptions.</small></p>
<p>NOTES</p> <p>1. This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as required by the Oklahoma State Board of Examiners for Professional Engineers and Land Surveyors and that said Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.</p> <p>2. Measurements shall be in feet and inches.</p> <p>3. All work shall be done with a Pacific Cal stamped TCA GRAB!</p> <p>4. Streets shall be required prior to certificate of occupancy for work shown on this plat.</p>	<p style="text-align: center;">  </p>	<p>REPORT OF A PORTION OF FRIENDLY ACRES</p> <p></p> <p>SHEET NO: 1 OF 1 DATE: 12/17/21 PROJECT NO: 21618100</p>



Copyright nearmap 2015

Locator Map



12/2021 NEARMAP AERIAL VIEW FOR PC-2104 (NW/4, Sec. 5, T11N, R1W)

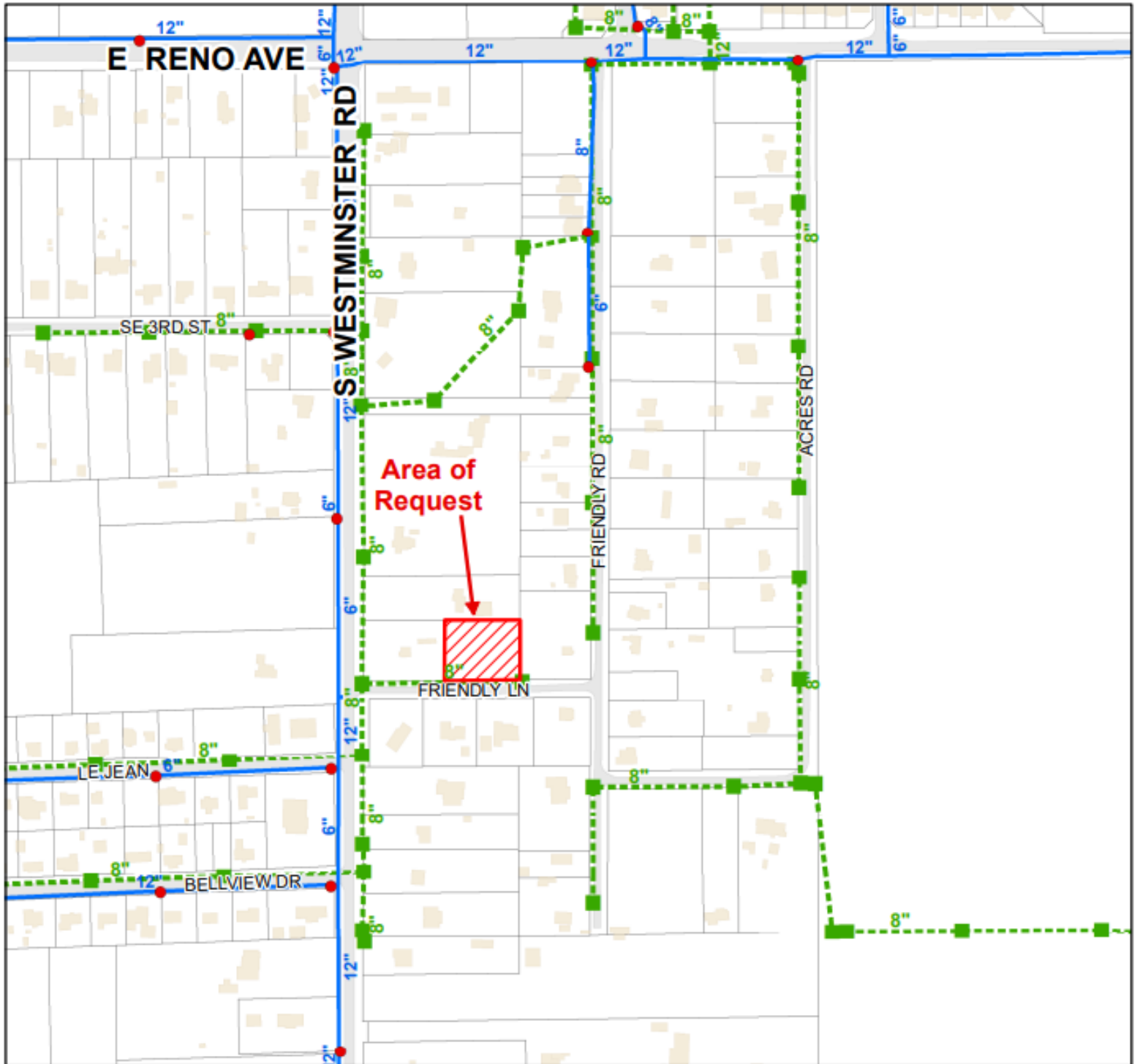


0 400 800 Feet

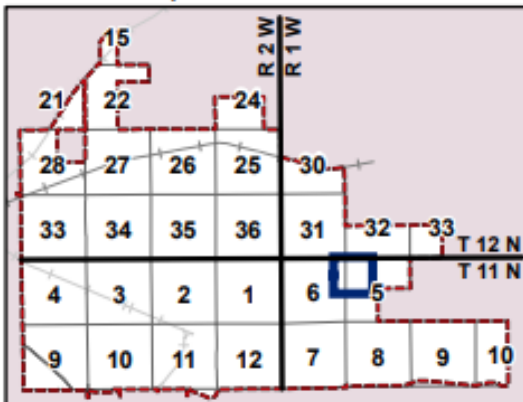


1 inch = 400 feet

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Locator Map

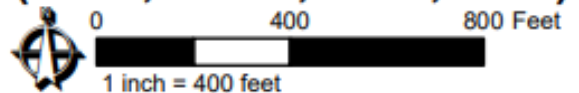


Water/Sewer Legend

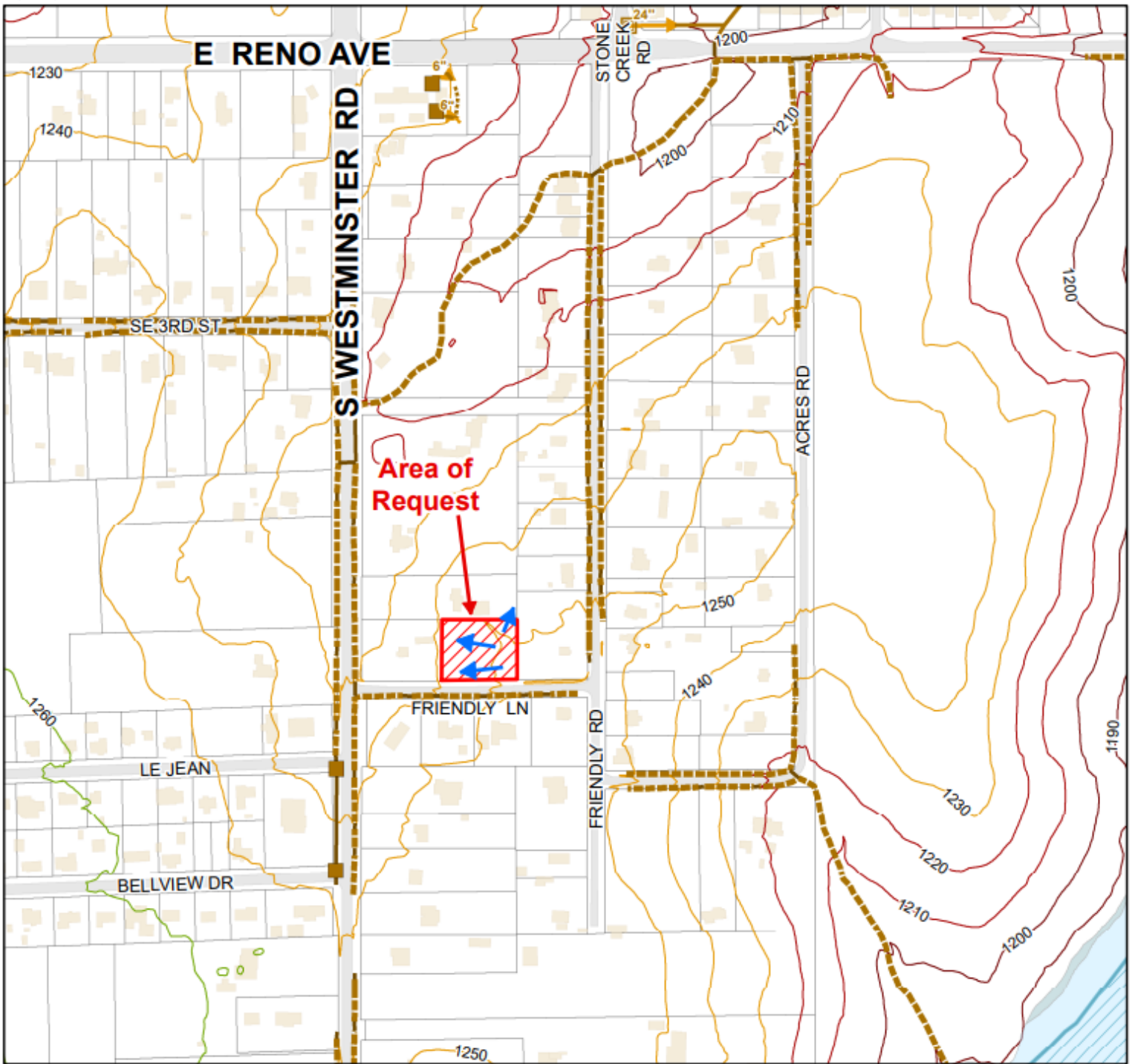
- Fire Hydrants
- Water Lines
 - Distribution
 - Well
 - - - OKC Cross Country
 - - - Sooner Utilities
 - - - Thunderbird
 - - - Unknown
- Sewer Manholes
- - - Sewer Lines

**WATER/SEWER LINE
LOCATION MAP FOR
PC-2104**

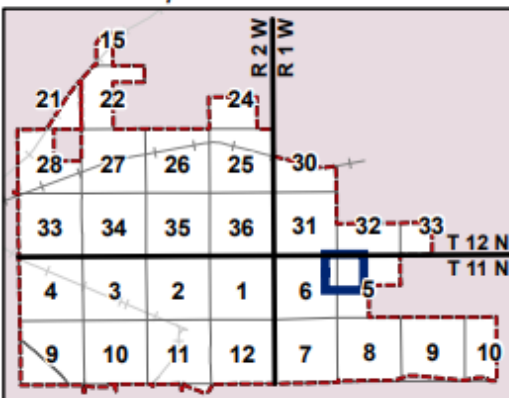
(NW/4, Sec. 5, T11N, R1W)



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Locator Map

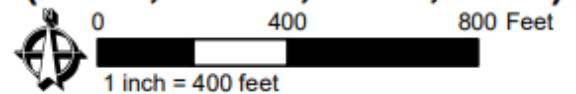


- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

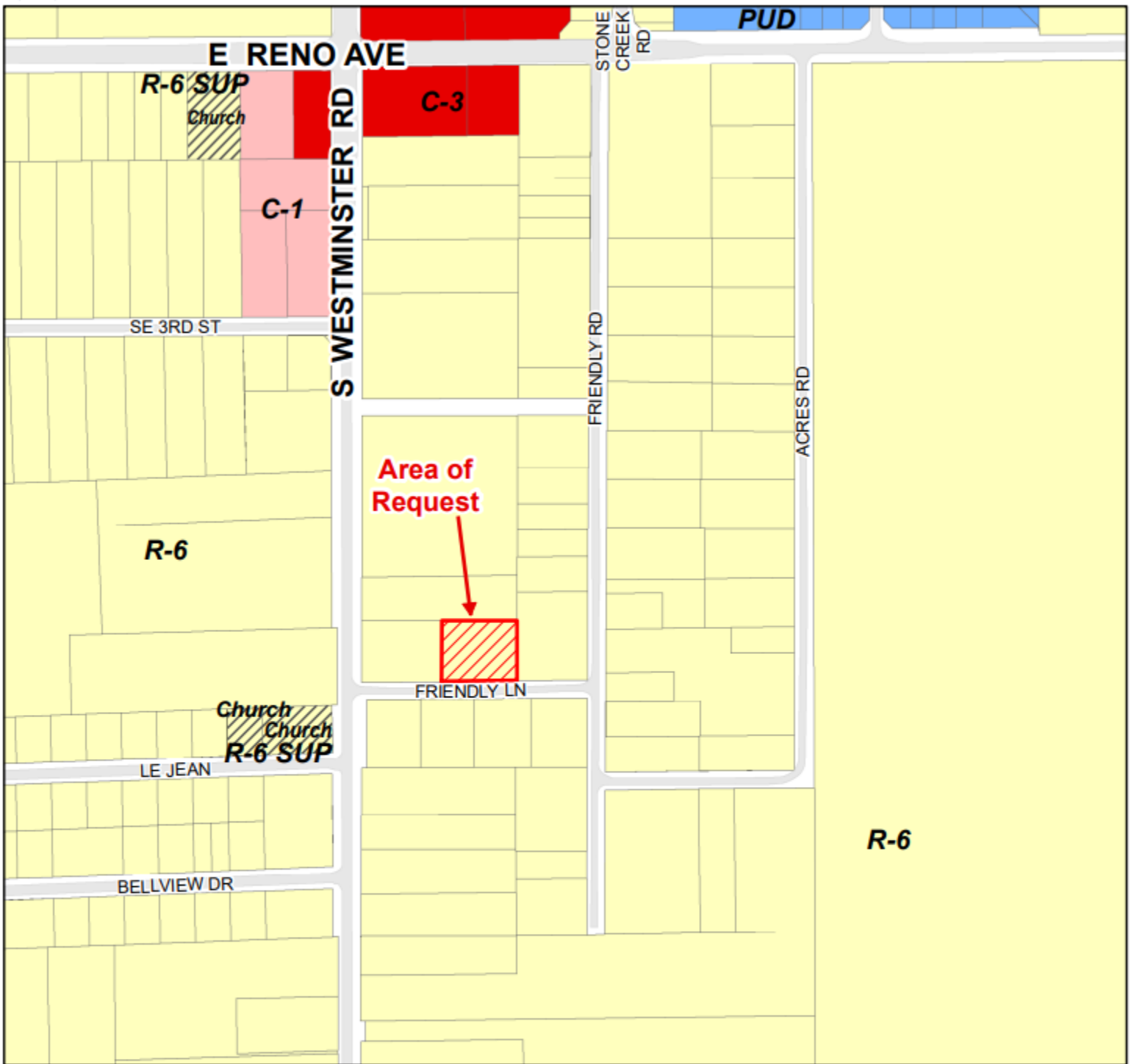
2009 FEMA Floodplains

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

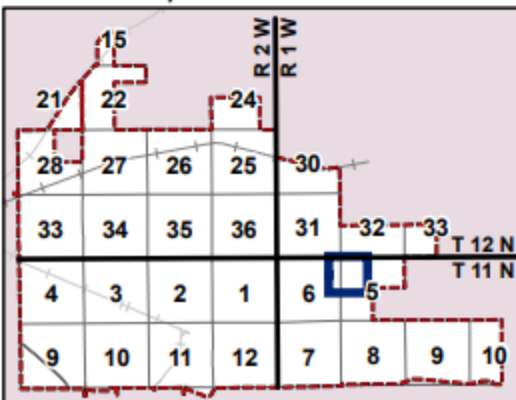
DRAINAGE LOCATION MAP FOR PC-2104 (NW/4, Sec. 5, T11N, R1W)



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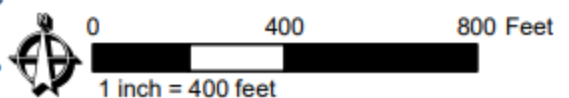
Locator Map



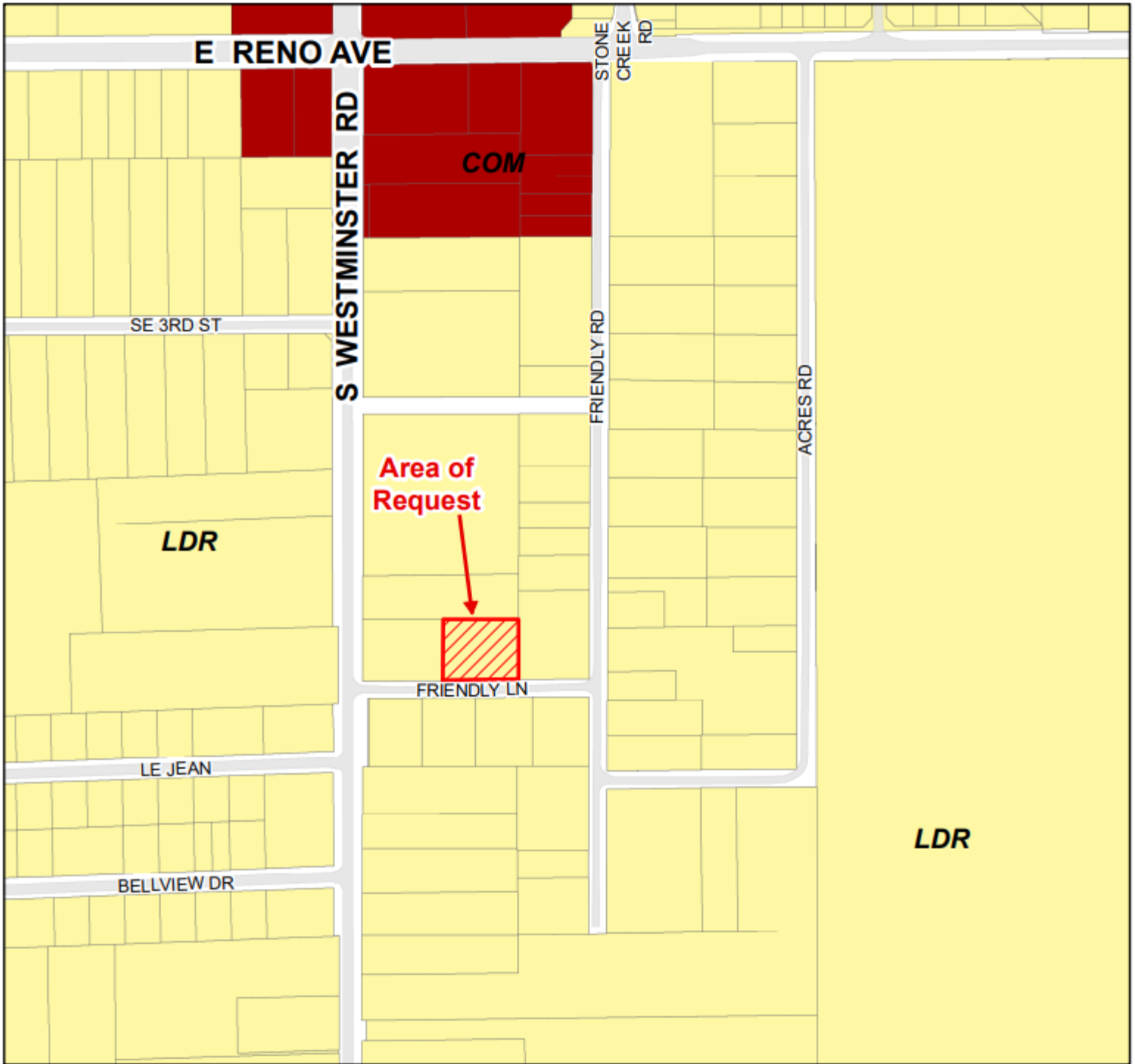
Current Zoning Legend

A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-3	O-2 SUP	R-HD SUP
C-3 SUP	R-6	R-MH-1
C-4	R-6 SUP	R-MH-2
C-4 SUP	R-8	PUD
I-1	R-10	SPUD
I-2	R-22	HOS
		HOS SUP

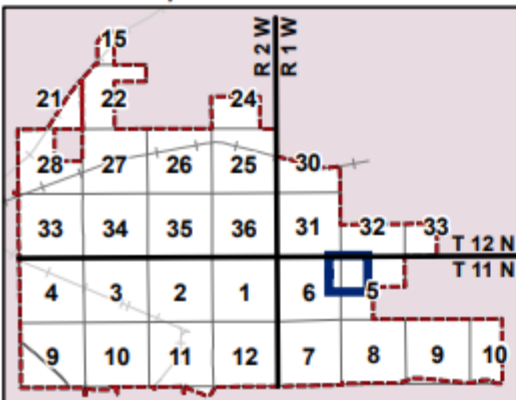
**ZONING MAP FOR
PC-2104
(NW/4, Sec. 5, T11N, R1W)**



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Locator Map

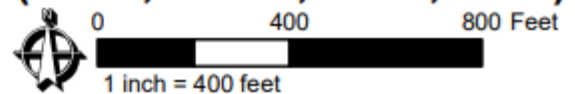


Future Land Use Legend

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

**FUTURE LAND USE
MAP FOR
PC-2104**

(NW/4, Sec. 5, T11N, R1W)



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The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

CURRENT PLANNING DIVISION
Michael Pugh, Associate Planner
COMPREHENSIVE PLANNING
Petya Stefanoff, Comprehensive Planner

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: March 22nd, 2022

Subject: (PC – 2105) Public hearing with discussion and consideration, including any possible amendment of an application to rename Alicia Drive located within the Frolich Addition to Viewins Drive.

Dates of Hearing: Planning Commission – March 1st, 2022
City Council – March 22nd, 2022.

A resident of the Midwest City has submitted an application to rename the existing public street of Alicia Drive in the Frolich Village Addition. The applicant seeks to change the name of the street to honor the life of someone close to her that died due to colon cancer.

The proposed name “Viewins Drive” does not conflict with any existing streets in Midwest City and would be acceptable. A total of 37 addresses would be affected by the name change.

Notice was sent to owners of all property abutting Alicia Drive within the Frolich Villages Addition and was also published in the Beacon. Staff has received a few calls from residents who live on Alicia Drive in the Frolich Villages Addition. Many of the calls expressed concern



with the trouble that neighbors will have to go through to get their addresses changed for all mailings and documents such as driver’s licenses. One of the callers suggested the renaming of the park adjacent to Alicia Drive as a substitute to renaming the street.

Planning Commission Recommendation: Does not recommend the approval of PC-2105

Action Required: Approve or reject the proposed street name change from Alicia Drive in the Frolich Villages Addition to Viewins Drive.

Billy Harless, AICP
Community Development Director

MP



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405)739-1005

Date: March 22, 2022

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Public hearing with discussion and consideration for adoption, including any possible amendment of an appeal filed by the owner of the property located at 10216 Alicia Drive for the notice and order for “Soft Surface Parking.”

Midwest City Ordinance 24-200 Definitions.

The following words and phrases shall have the following definitions when used in this division:

Allowable unimproved parking surface shall mean a permeable surfacing material which provides complete soil stabilization to the soil beneath such surfacing material and which is at all times fully contained, without disruption, within an elevated immovable border and segregated from any lawn, garden and/or shrubbery.

Improved shall mean constructed and consisting of asphalt or concrete.

Net area shall mean that portion of a lot, tract or parcel of land that is not occupied by right-of-way.

Midwest City Ordinance 24-203 Residential Parking Restrictions.

(a)

All vehicles, including those defined in section 24-210, i.e. commercial vehicles, recreational vehicles, manufactured homes, and implements of husbandry, which are parked between the dwelling and the right-of-way, shall be parked in accordance with the following provisions:

(1)

On lots, tracts or parcels of land containing less than one (1) acre in net area, all vehicles shall be parked upon an improved driveway or parallel to, and within ten (10) feet horizontal distance of, the improved driveway. Only one (1) side of the area parallel to, and within ten (10) feet horizontal distance of the improved driveway can be used as an additional parking area, provided

such additional parking area is an allowable unimproved parking surface or improved driveway. The parking area within ten (10) feet horizontal distance of the improved driveway shall be located on the side nearest to the front door of the dwelling on the property.

(2)

In cases where there is no improved driveway on lots, tracts or parcels of land containing less than one (1) acre in net area, all vehicles shall be parked upon an allowable unimproved parking surface in a location where the driveway is implied by the curb cut, approach or evidence of usage, as determined by the city manager, and/or parallel to and within ten (10) feet horizontal distance of the implied driveway. Only one (1) side of the area parallel to, and within ten (10) feet horizontal distance of the implied driveway can be used as an additional parking area, provided such additional parking area is an allowable unimproved parking surface or improved driveway. The parking area within ten (10) feet horizontal distance of the improved driveway shall be located on the side nearest to the front door of the dwelling on the property.

(3)

On lots, tracts or parcels of land containing less than one (1) acre in net area, all vehicles parked behind or beside the dwelling shall be parked only on an improved area unless located behind a sightproof enclosure constructed in such a manner that such vehicles cannot be seen from the adjacent street.

(b)

It shall be unlawful and an offense for any person to park a vehicle in a manner contrary to the provisions of this section or for any person occupying such property to allow any person to park upon their property in violation of this section. A citation for a parking violation under this section may, at the discretion of the officer, be issued to the property owner, the property occupant, the owner of the vehicle or the operator of the vehicle parked in violation of this section. Any person who violates this section shall, upon conviction thereof, be guilty of an offense against the city and shall be punished by a fine as set out in section 1-15. Each day a vehicle is parked in violation of this section shall constitute a separate offense, and the fines associated with the offense shall increase for each subsequent violation that occur within the calendar year, January 1 to December 31, as set out in section 1-15.

(c)

Any previous waivers under this section are hereby revoked. Any allowable unimproved parking surface may be subject to inspection by an officer for section 24-200 and other provisions of this section at any time, and the officer shall be allowed upon the subject property for the purpose of conducting such inspection without permission from the property owner. In the event the allowable unimproved parking surface shall be deemed noncompliant or has failed, become disrupted or is unable to provided stabilization to the underlying soil as determined by an officer, such additional parking area shall no longer be allowed to be used as an additional parking area, subject to the penalties as prescribed under section (b) of this section.

Code Enforcement gave a warning for residential parking at 10216 Alicia Drive on January 5, 2022, for a small trailer parked on three pavers.

The owners of the property, Mr. and Mrs. Stokes have requested a hearing before the Council for several considerations that differ from the current code requirement.

I have attached a copy of the Notice posted on the front door of the property, current copy of Oklahoma County Assessor record, copy of pictures of the property taken on January 5, 2022, the appeal/hearing request and the owner's photos.

I mailed a copy of everything attached to the owner per the Oklahoma County Assessor.

Staff believes that all procedures were followed correctly. Action is at the discretion of the Council.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance
Notice and Order

Case #: CE-22-00055 - Soft Surface Parking

10216 ALICIA DR, 73130

January 05, 2022

Recently amended Midwest City Ordinance Sect. 24-203 (a) states: All vehicles, including those defined in section 24-201, parked between the dwelling and the right-of-way, shall be parked in accordance with the following provisions: (1) On lots, tracts or parcels of land containing less than one (1) acre in net area, all vehicles shall be parked upon an improved driveway or parallel to, and within ten (10) feet horizontal distance of, the improved driveway. Only one (1) side of the area parallel to and within ten (10) feet horizontal distance of the improved driveway can be used as an additional parking area provided such additional area is an allowable unimproved parking surface or improved driveway. Sec. 24-200, Definitions, Section (c) explains that "Allowable unimproved parking surface" shall mean a permeable surfacing material which provides complete soil stabilization to the soil beneath such surfacing material and which is at all times fully contained, without disruption, within an elevated immovable border and segregated from any lawn, garden and/or shrubbery.

The parking area within ten (10) feet horizontal distance of the improved driveway shall be located on the side nearest to the front door of the dwelling on the property, which is opposite side of the previous ordinance. (2) In cases where there is no improved driveway on lots, tracts or parcels of land containing less than one (1) acre in net area, all vehicles shall be parked upon an allowable unimproved parking surface in a location where the driveway is implied by the curb cut, approach or evidence of usage, as determined by the city manager, and/or parallel to and within ten (10) feet horizontal distance of the implied driveway. The parking area within ten (10) feet horizontal distance of the improved driveway shall be located on the side nearest to the front door of the dwelling on the property. (3) On lots, tracts or parcels of land containing less than one (1) acre in net area, all vehicles parked behind or beside the dwelling shall be parked only on an improved area unless located behind a sight proof enclosure constructed in such a manner that such vehicles cannot be seen from the adjacent street. (b) It shall be unlawful and an offense for any person to park a vehicle in a manner contrary to the provisions of this section, or for any person occupying such property to allow any person to park upon their property in violation of this section. A citation for a parking violation under this section may, at the discretion of the officer, be issued to the property owner, the property occupant, the owner of the vehicle or the operator of the vehicle parked in violation of this section. Any person who violates this section shall, upon conviction thereof, be guilty of an offense against the city and shall be punished by a fine of one hundred dollars (\$100). Each day a vehicle is parked in violation of this section shall be considered a separate offense. (c) Any previous waivers under this section are hereby revoked. Any allowable unimproved parking surface may be subject to inspection by an officer for compliance with section 24-200 and other provisions of this section at any time, and the officer shall be allowed upon the subject property for the purpose of conducting such inspection without permission from the property owner. In the event the allowable unimproved parking surface shall be deemed noncompliant or has failed, become disrupted or is unable to provide stabilization to the underlying soil as determined by an officer, such additional parking area shall no longer be allowed to be used as an additional parking area, subject to the penalties as prescribed under section (b) of this section. This amended ordinance was voted on and passed on Tuesday, March 9, 2010 by the Midwest City Council. The new ordinance will take effect ninety (90) days from that date, June 8, 2010. You will have that long to make the necessary improvements or cease and desist from parking on the unapproved soft surface. If you do not understand, please contact our office, 405.739.1005, a copy of the newly amended ordinance may be obtained at our offices.

Comments: Trailer at side of driveway in violation, 72hrs to correct.

Shane Barnard
Code Enforcement Officer



Jan 5, 2022 at 11:01:36 AM



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Case Summary

Case Number: CE-22-00055

Case Type: Soft Surface Parking

Address: 10216 ALICIA DR, 73130

Tax Roll #: R198841460

Legal Description: FROLICH VILLAGE 003 017

Initiated: 01/05/2022 by SBARNARD

Assigned to: SBARNARD

Case Status: CE-CLOSED

People:

:

Completed Tasks:

<u>Task</u>	<u>Result</u>	<u>Completed By</u>	<u>Date</u>
Assign Code Enforcement Officer	Assign to SBARNARD	SBARNARD	01/05/2022
Initial Field Visit	Violation	SBARNARD	01/05/2022
Post/Deliver Notice of Violation	Hand Delivered	SBARNARD	01/05/2022
Take Photos	Completed	SBARNARD	01/05/2022
Return Field Visit	Violation Cleared	SBARNARD	01/25/2022

Comment Displayed on NOV/Letter:

Trailer at side of driveway in violation, 72hrs to correct.

Staff Comments:

Responded to complaint, viewed violation, issued notice and took photos

SBARNARD 01/05/2022

corrected, cleared

SBARNARD 01/25/2022



Assessment Fact:

Oklahoma County has 1,829 homes valued at more than \$1 Million

[Read more](#)

[Larry Stein](#) Oklahoma County Assessor (405) 713-1200 - Public Access System

Home	Contact Us	Guest Book	Map Search	New Search
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Real Property Display - Screen Produced 3/2/2022 11:56:34 AM

Account: **R198841460** Type: **Residential** Location: 10216 ALICIA DR
 Building Name/Occupant: MIDWEST CITY
 Owner Name 1: STOKES WILLIAM ALLEN 1/4 section #: 1227
 Owner Name 2: STOKES HOLLY JEAN Parent Acct:
 Owner Name 3: Tax District:
 Billing Address: 10216 ALICIA DR School System: Mid-Del #52
 City, State, Zip: OKLAHOMA CITY, OK 73130-7525 Land Size: 0.34 Acres
 Country: (If noted) Lot Dimensions: Width 89 Depth 168

Personal Property Land Value: 52,182 **Treasurer:**

Sect 7-T11N-R1W Qtr SW **FROLICH VILLAGE** Block 003 Lot 017 **Subdivision Sales**

Full Legal Description: FROLICH VILLAGE 003 017

Photo & Sketch (if available)	Comp Sales Address/Date/Price	Report Coming Soon	
	10124 ALICIA DR MIDWEST CITY, OK 73130-7511	10/13/2020	\$180,000
	2336 CELINA DR MIDWEST CITY, OK 73130-7529	06/05/2020	\$177,000
	2309 S AVERY AVE MIDWEST CITY, OK 73130-7528	04/03/2020	\$182,500
	2320 CELINA DR MIDWEST CITY, OK 73130-7529	01/07/2020	\$183,000
	2329 S AVERY AVE MIDWEST CITY, OK 73130-7528	09/21/2020	\$200,000
	2301 CELINA DR MIDWEST CITY, OK 73130-7530	09/26/2019	\$138,500

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2021	175,500	168,000	18,480	0	18,480	119.45	2,207.44	98.55
2020	160,000	160,000	17,600	0	17,600	122.76	2,160.58	0.00
2019	158,500	158,500	17,435	0	17,435	117.49	2,048.44	0.00
2018	153,000	153,000	16,830	0	16,830	110.22	1,855.00	0.00
2017	152,500	152,500	16,774	0	16,774	111.95	1,877.96	0.00

-- > >| [1/5]

Property Account Status/Adjustments/Exemptions

Account #	Grant Year	Exemption Description	Amount
R198841460	2010	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
2/1/2008	> Deeds	10726	1191	135,000	COTTON JULIANA COTTON FELTON A JR	STOKES WILLIAM ALLEN
12/27/2005	> Deeds	9967	1828	125,000	PILEHVAR SASAN & JAMIE L	COTTON JULIANA COTTON FELTON A JR
3/5/2004	> Deeds	9229	1872	107,000	ADAMS STEVEN L & CAROL A	PILEHVAR SASAN & JAMIE L
6/2/2003	> Deeds	8885	1987	115,000	WALKER MICHAEL A & BRENDA D	ADAMS STEVEN L & CAROL A
2/1/1984	> Historical	5123	1631	0		WALKER MICHAEL A & BRENDA D

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2022	02/22/2022	200,500		176,400	19,404	0
2021	02/24/2021	175,500		18,480	0	19,404
2020	02/21/2020	160,000		17,600	0	18,480
2019	02/26/2019	158,500		17,435	0	17,600
2018	04/09/2018	153,000		16,830	0	17,435

-- > >| [1/2]

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
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No Building Permit records returned.
 Click button on building number to access detailed information:



Jan 5, 2022 at 11:01:01 AM

Shane Barnard - Utility trailer placement, William and Holly Stokes, 10216 Alicia Dr, MWC

From: "holly.jean holly.jean@cox." <holly.jean@cox.net>
To: <sbarnard@midwestcityok.org>
Date: 1/19/2022 1:46 PM
Subject: Utility trailer placement, William and Holly Stokes, 10216 Alicia Dr, MWC --
Attachments: 20220106_085418.jpg; 20220118_155021.jpg; 20220118_155340.jpg

Dear Mr. Barnard,

Per our conversation on Jan 18th, you'd asked me to send some photos with an appeal to the city council to allow our request for placement of our utility trailer with several considerations that differ from the current code requirement.

I've attached 3 photos:

- * A photo showing the utility trailer on our property that prompted the citation.
- * A photo showing the side of our house considered "closest to the front door." Property line goes straight up from curb. There is a line of trees going up that side. Measurement from the end of the brick planter to the closest tree is 70 inches (5'10"), just to gain passage on that side of the house. Placement of trailer will span and impede access on that side of the house.
- * A photo showing the side furthest from the door by the driveway. The property line is on a diagonal from the curb and goes approximately 6 inches beyond the tree line. Width measured from side of driveway, across the back of trailer at widest point, and to the property line is approx 13ft 5 inches.

The utility trailer is approximately 5ft 4 in wide from wheel flare to wheel flare. Length from ball-hitch to back is approx 12 ft.

Our placement location was chosen for several reasons:

It fits between tree and driveway without impeding access to walkway to garage, side, or backyard. Items are most frequently loaded from the garage or the backyard gate door on that side. The utility trailer can be moved just a few feet to attach it to the car. We have a security camera in a direct line to that area. It's the placement that is most beneficial. There are several reasons for not keeping it permanently on the driveway.

Secondly, we have been told that current code requires placement on full concrete. This is to get the trailer "off the grass"? We had it on 12x12" paver stones. Three stones, one under each wheel. That got it off the grass without having to tear out an area of grass for concrete installation. May we request that instead of pouring an area of concrete approximately 12ft by 5ft (which is pretty permanent), may we place an equal area of paver stones, but place the stones with an inch or two of

gap between them so that rain will be able to soak into the area still, and those stones could be easily removed if we no longer had need for the pad.

In our conversation, you had mentioned that once you were able to submit our appeal, that you may need to take several more photos. That is fine. Please let me know if there is any other information you need, plus a POC for council feedback during the process.

Respectfully,

HOLLY STOKES

H# 405-610-2633, C#405-408-4152

10216









NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development
100 N. Midwest Blvd.
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405-739-1218
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Robert Coleman, Economic Development Director

DATE: March 22, 2022

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Robert Coleman

Robert Coleman
Economic Development Director



FURTHER INFORMATION



MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

March 1st, 2022 - 6:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on March 1st, 2022 at 6:00 p.m., with the following members present:

Commissioners present: Russell Smith
 Jess Huskey
 Rick Dawkins
 Jim Smith
 Jim Campbell
 Dee Collins
 Dean Hinton

Commissioner absent: None

Staff present: Billy Harless, Community Development Director
 Robert Coleman, Economic Development Director
 Petya Stefanoff, Comprehensive Planner
 Brandon Bundy, City Engineer
 Michael Pugh, Associate Current Planner

A. CALL TO ORDER

The meeting was called to order by Chairperson R. Smith at 6:00 p.m.

B. MINUTES

1. A motion was made by Huskey, seconded by Dawkins, to approve the minutes of the December 7th, 2021 Planning Commission meeting as presented. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith and Campbell. Nay: none. Motion carried.

C. NEW MATTERS

1. (PC – 2105) Discussion and consideration of adoption, including any possible amendment of an application to rename Alicia Drive located within the Frolich Addition to Viewins Drive.

The applicant, Ms. Brittney Arrey of 3845 NW 122nd, was present and addressed the council. There was general discussion amongst the Commission. The following people addressed the commission:

- Bill Tomlinson, 10328 Alicia Dr.
- Tana Wax, 2300 Alicia Dr.
- Eleanor Tillman, 2301 Alicia Dr.
- Holly Stokes, 10216 Alicia Dr.

Alternatives to renaming the street included: a commemorative sign in a different color on top of the existing Alicia Drive street sign, renaming Frolich Park adjacent to Alicia Drive, and naming a street in a new development

A motion was made by Dawkins, seconded by Huskey to recommend denial of this item. Voting aye: Huskey, R. Smith, Dawkins, Collins, J. Smith, Hinton, and Campbell. Nay: none. Motion carried.

2. (PC – 2104) Discussion and consideration of adoption, including any possible amendment of the

proposed replat of the eastern 225 feet of Lot 6, plus the eastern 225 feet of the Friendly Acres Subdivision, described as a part of the NW/4 of Section 5, T11N, R1W and addressed as 11113 Friendly Lane.

The applicant, Mike Williams with Crafton & Tull, 300 Point Park Blvd, Yukon, was present. There was general discussion. A motion was made by Huskey, seconded by Collins to recommend approval of this item. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell, Hinton, and Dawkins. Voting nay: none. Motion carried.

3. (PC – 2103) Discussion and consideration of adoption, including any possible amendment to redistrict from C-3, Community Commercial to SPUD, simplified planned unit development, with the added uses of Sit-Down Eating Establishment: Alcohol Permitted and Brewpub for the property described as McCorkle Park ADD E35ft of Lot 27 & all of Lots 28 & 29 addressed as 227 & 231 W. MacArthur.

The applicant, Jeff Johnson, 1 NE 7th St, was present. There was general discussion. A motion was made by Dawkins, seconded by Collins, to approve recommendation of this item. Voting aye: Collins, Dawkins, Smith, Hinton, Campbell, Huskey, and Smith. Voting nay: none. Motion carried.

4. (PC – 2106) Discussion and consideration for Acceptance, including any possible amendment of The Parkland Dr. and National Ave. Revitalization Plan & Design Code.

Robert Coleman addressed the council. General discussion occurred. Katy O'Meilea addressed the council. A motion was made by Jess Huskey to approve recommendation to the Council, seconded by Dawkins. Voting aye: R. Smith, Huskey, Collins, J. Smith, Campbell, Hinton, and Dawkins.

- D. COMMISSION DISCUSSION:** None.
- E. PUBLIC DISCUSSION:** None.
- F. FURTHER INFORMATION:** None.
- G. ADJOURNMENT**

A motion to adjourn was made by Collins, Seconded by Huskey. Voting aye: Huskey, Dawkins, Collins, J. Smith, R. Smith, Hinton, and Campbell. Voting nay: none. Motion carried. The meeting adjourned at 7:12 p.m.



The City of

MIDWEST CITY

COMMUNITY DEVELOPMENT DEPARTMENT

To: Honorable Mayor and Council

From: Billy Harless, Community Development Director

Date: Tuesday, March 22, 2022

Subject: Monthly Residential and Commercial Building report for February 2022

February was a busy month with trade contractors pulling permits for the house/duplex permits pulled the last few months. New construction and remodel permits are steady for residential and commercial.

Billy Harless, AICP

Community Development Director

BH:ad



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits Summary - Issued 2/1/2022 to 2/28/2022

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Com Accessory Bldg Permit	\$29,000.00
7	Com General Electrical Permit	
2	Com General Mechanical Permit	
6	Com General Plumbing Permit	
1	Com New Const Electrical Permit	
2	Com New Const Mechanical Permit	
2	Com New Const Plumbing Permit	
3	Com Remodel Bldg Permit	\$130,000.00
2	Com Sign Permit	\$9,000.00
Total Value of Building - Commercial & Industrial:		168,000.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
4	Res Accessory Bldg Permit	\$81,150.00
3	Res Carport Permit	\$7,200.00
5	Res Driveway Permit	
4	Res Fence Permit	\$23,500.00
29	Res General Electrical Permit	
22	Res General Mechanical Permit	
47	Res General Plumbing Permit	
18	Res New Const Electrical Permit	
8	Res New Const Mechanical Permit	
22	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	\$3,000.00
15	Res Roofing Permit	\$227,295.00
1	Res Single-Fam Addition Bldg Permit	\$25,000.00
7	Res Single-Fam New Const Bldg Permit	\$1,544,036.00
9	Res Single-Fam Remodel Building Permit	\$165,000.00
4	Res Storm Shelter Permit	\$17,800.00
Total Value of Building - Residential:		2,093,981.00

Grand Total: \$2,261,981.00



The City of Midwest City Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 2/1/2022 to 2/28/2022

Building - Commercial & Industrial

Com Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/1/22	2816 WOODCREST DR, 73110	MEADOWOOD BAPTIST CHURCH	B-21-1234	\$29,000.00

\$29,000.00

Com Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/17/22	1212 S AIR DEPOT BLVD, 9, 73110	GOTCHER, NICHOLAS	B-21-2243	\$75,000.00
2/22/22	9519 NE 10TH ST, 73130	SHARP, MARK	B-21-2907	\$40,000.00
2/22/22	1105 N SOONER RD, 73121	STEWART, JUSTIN	B-21-1062	\$15,000.00

\$130,000.00

Com Sign Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/7/22	5910 SE 15TH ST, MIDWEST CITY, OK, 0	Chad Bullock	B-22-0197	\$9,000.00
2/22/22	6000 WILL ROGERS RD, 73110	Josh Clark	B-21-2686	\$0.00

\$9,000.00

Building - Residential

Res Accessory Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/1/22	600 S DOUGLAS BLVD, 73130	John Schumacher	B-21-2934	\$16,850.00
2/8/22	216 MAGNOLIA RIDGE, 73130	BARBARA SULLIVAN	B-22-0195	\$300.00
2/16/22	10497 TURTLE BACK DR, 73130	ANGELO, ROSEANNA	B-22-0235	\$4,000.00
2/28/22	12425 JAYCIE CIR, MWC, OK, 73130	Chester Lyles	B-21-2740	\$60,000.00

\$81,150.00

Res Carport Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/11/22	9908 LLOYD DR, 73130	JULIO TORRES	B-22-0203	\$2,000.00
2/17/22	210 W ERCOUBE DR, MWC, OK, 73110	Kenny Looney	B-22-0191	\$2,200.00
2/18/22	10600 E RENO AVE, MIDWEST CITY, OK, 73130	Alan filcek	B-22-0254	\$3,000.00

\$7,200.00

Res Driveway Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/10/22	13251 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-22-0303	
2/10/22	13255 SAWTOOTH OAK RD, 73020	RAYOS CONCRETE	B-22-0309	
2/15/22	1132 S SOONER RD, 73110	FRYMIRE CONCRETE CONSTRUCTION	B-22-0347	
2/18/22	1006 RYAN RIDGE CT, 73130	AM CONSTRUCTION	B-22-0403	
2/18/22	1010 RYAN RIDGE CT, 73130	AM CONSTRUCTION	B-22-0404	

Res Fence Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/1/22	2021 CREEKRIDGE DR, MWC, OK, 73141	Central Oklahoma Habitat for Humanity	B-22-0120	\$6,000.00
2/11/22	9908 LLOYD DR, 73130	JULIO TORRES	B-22-0204	\$2,500.00
2/14/22	12250 TUSCANY RIDGE RD, MIDWEST CITY, OK, 0	Corey Christensen	B-22-0224	\$12,000.00
2/21/22	10316 NE 7TH ST, 73130	sycamore	B-22-0343	\$3,000.00
				\$23,500.00

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/11/22	10430 SE 15TH ST, 73130	PATTY WHEELER	B-22-0308	\$3,000.00
				\$3,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/7/22	330 BENT TREE DR, 73130	TRIPLE DIAMOND CONSTR	B-22-0247	\$22,700.00
2/7/22	5904 SE 10TH ST, 73110	TRIPLE DIAMOND CONSTR	B-22-0248	\$40,000.00
2/7/22	621 CHRISTINE DR, 73130	OKLAHOMA ROOFING & CONSTR	B-22-0249	\$12,000.00
2/7/22	9917 RAIL RD, 73130	OKLAHOMA ROOFING & CONSTR	B-22-0250	\$10,000.00
2/7/22	10641 TURTLEWOOD DR, 73130	OKLAHOMA ROOFING & CONSTR	B-22-0251	\$8,000.00
2/8/22	10307 SE 14TH ST, 73130	MAUPIN ROOFING & CONSTRUCTION	B-21-2209	\$38,000.00
2/8/22	3008 N PEEBLY DR, 73110	R G E	B-22-0275	\$20,300.00
2/8/22	6101 SE 9TH ST, 73110	PARKER BROTHERS ROOFING	B-22-0276	
2/9/22	3009 N GLENOAKS DR, 73110	PARKER BROTHERS ROOFING	B-22-0282	\$13,800.00
2/9/22	10401 SE 14TH ST, 73130	BOWER GENERAL CONTRACTING	B-22-0284	\$21,000.00
2/9/22	9812 RAIL RD, 73130	WATCHDOG ROOFING	B-22-0289	\$19,995.00
2/14/22	3928 ROSEWOOD	PARKER BROTHERS ROOFING	B-22-0340	\$6,500.00
2/16/22	212 W MARSHALL DR, 73110	J & M ROOFING & SUPPLY CO	B-22-0367	\$5,000.00
2/18/22	9708 CREST DR, 73130	PARKER BROTHERS ROOFING	B-22-0399	
2/24/22	527 BABB DR, 73110	OKLAHOMA ROOFING & CONSTR	B-21-1908	\$10,000.00
				\$227,295.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/16/22	10349 SE 19TH ST, 73130	ANTHONY CORRENTE	B-21-2678	\$25,000.00
				\$25,000.00

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/2/22	10497 TURTLE BACK DR, 73130	HOME CREATIONS	B-21-0168	\$132,005.00
2/9/22	10450 NE 7TH ST, 73130	Highland Building Company	B-21-2968	\$375,000.00
2/14/22	2512 POST OAK RD, 73020	Melissa Mallory	B-21-0714	\$154,000.00
2/14/22	799 S ANDERSON RD, 73020	Greg Daggs	B-22-0047	\$364,000.00
2/17/22	10509 TURTLE BACK DR, 73130	Home Creations, Inc	B-21-0175	\$152,525.00
2/17/22	13243 SAWTOOTH OAK RD, 73020	Melissa Mallory	B-21-0541	\$214,000.00
2/18/22	10493 TURTLE BACK DR, 73130	Home Creations, Inc	B-21-0164	\$152,506.00

\$1,544,036.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/2/22	113 WLILAC CT, 73110	TYRA FAMILY INVESTMENTS	B-21-1625	
2/8/22	6501 SE 15TH ST, 73110	STEMPER, KRISTI	B-22-0151	\$5,000.00
2/10/22	2020 N MIDWEST BLVD, 73141	BURCIAGA, ALICIA	B-22-0236	
2/10/22	320 E KITTYHAWK DR, 73110	MARTINEZ, FRANCES	B-22-0211	\$15,000.00
2/10/22	9316 WHIPPERWILL, MWC, OK, 73141	Patrick Opene	B-22-0228	\$5,000.00
2/10/22	9708 NE 2ND PL, 73130	Blackmon Mooring	B-21-1949	\$75,000.00
2/16/22	2909 TROSPER DR, 73141	Tiffany Farmer	B-21-2805	\$25,000.00
2/18/22	313 RUSSELL DR, 73110	GARLAND, CODY	B-21-0899	\$5,000.00
2/22/22	3512 SHADYBROOK DR, 73110	CORNICE UNLIMITED	B-21-1116	\$35,000.00

\$165,000.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
2/2/22	2905 WOODCREEK, MWC, OK, 73110	Ginger York	B-22-0175	\$4,000.00
2/8/22	216 MAGNOLIA RIDGE, 73130	BARBARA SULLIVAN	B-22-0194	\$6,000.00
2/9/22	10450 NE 7TH ST, 73130	Highland Building Company	B-21-2972	\$3,600.00
2/18/22	11608 LORENE AVE, MWC, OK, 73130	Kim Krebs	B-22-0245	\$4,200.00

\$17,800.00

Grand Total: **\$2,261,981.00**



The City of Midwest City

Community Development Department

100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 2/1/2022 to 2/28/2022

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	4
Accessory Bldg Reinspection	1
Buildings - CO Inspection & Sign Off	8
Buildings - CO Reinspection & Sign Off	3
Com Building Final Reinspection	1
Com Electrical Final Inspection	2
Com Electrical Ground Inspection	1
Com Electrical Rough-in Inspection	5
Com Electrical Rough-in Reinspection	2
Com Footing & Building Setback Inspection	1
Com Framing Inspection	1
Com Framing Reinspection	1
Com Gas Meter Inspection	1
Com Grease Trap Rough Inspection	3
Com Mechanical Rough-in Inspection	2
Com Plumbing Ground Inspection	2
Com Plumbing Rough-in Inspection	4
Com Plumbing Rough-in Reinspection	1
Com Sewer Service Inspection	1
Com Sewer Service Reinspection	1
County Health - CO Inspection & Sign Off	1
Electrical Generator Inspection	6
Electrical Generator Reinspection	1
Fire - CO Inspection & Sign Off	7
Fire - CO Reinspection & Sign Off	3
General Inspection	2
Hot Water Tank Inspection	12
Hot Water Tank Reinspection	1
Mechanical Change Out Inspection	11
Mechanical Change Out Reinspection	6
OMMA CC Inspection - Buildings	2
OMMA CC Inspection - ComDev Utilities	1
OMMA CC Inspection - Fire	2
OMMA CC Inspection - Planning	2
Planning - CO Inspection & Sign Off	6
Pre-Con Site Inspection/Meeting	4
Res Building Final Inspection	7
Res Building Final Reinspection	2
Res Drainage1 Inspection	4
Res Drainage2 Inspection	3
Res Drainage3 Inspection	2
Res Drainage3 Reinspection	1
Res Drainage4 Inspection	1
Res Drainage5 Inspection	3
Res Driveway Inspection	2
Res Electrical Final Inspection	5

Res Electrical Final Reinspection	7
Res Electrical Pool Bonding Inspection	1
Res Electrical Pool Bonding Reinspection	1
Res Electrical Rough-in Inspection	9
Res Electrical Rough-in Reinspection	3
Res Electrical Service Inspection	12
Res Electrical Service Reinspection	3
Res Fence Inspection	3
Res Footing & Building Setback Inspection	17
Res Framing Inspection	10
Res Framing Reinspection	1
Res Gas Meter Inspection	5
Res Gas Piping Inspection	20
Res Gas Piping Reinspection	3
Res Insulation Inspection	3
Res Mechanical Final Inspection	3
Res Mechanical Rough-in Inspection	9
Res Mechanical Rough-in Reinspection	4
Res Plumbing Final Inspection	6
Res Plumbing Final Reinspection	2
Res Plumbing Ground Inspection	14
Res Plumbing Ground Reinspection	2
Res Plumbing Rough-in Inspection	10
Res Roofing Inspection	6
Res Roofing Reinspection	2
Res Sewer Service Inspection	19
Res Sewer Service Reinspection	5
Res Storm Shelter Inspection	5
Res Temporary Electrical Pole Inspection	7
Res Termite Inspection	2
Res Water Service Line Inspection	12
Residential Meter Tap Inspection	1
Sewer Cap Inspection	1
Utilities - CO Inspection & Sign Off	1
<hr/>	
Total Number of Inspections:	351



MUNICIPAL AUTHORITY AGENDA

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

March 22, 2022 – 6:01 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.

1. Discussion and consideration for adoption, including any possible amendment, of the February 22, 2022 meeting minutes. (Secretary - S. Hancock)
2. Discussion and consideration for adoption, including any possible amendment of, granting City Manager Tim Lyon, permission to negotiate and enter into a professional services contract with Garver to evaluate various elements associated with the Water Resources Recovery Facility. (Public Works Director - P. Streets)
3. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2022. (City Manager - T. Lyon)

C. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Trustees on any Subject not scheduled on the Regular Agenda. The Trustees shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Trustees will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE TRUSTEES ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE TRUSTEES.**

D. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

E. DISCUSSION ITEM.

1. Discussion and consideration, including any potential amendment, delegating and granting to the General Manager of the Municipal Authority the authority to take all reasonable and necessary action under Paragraph 3.1, as amended, concerning the Management Agreement between the Municipal Authority and Aimbridge Hospitality, LLC. (City Manager - T. Lyon)

F. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

February 22, 2022

This meeting was held in 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 6:33 PM with the following members present:

Trustee Pat Byrne	Trustee Sean Reed	City Manager Tim Lyon
Trustee Española Bowen	Trustee Christine Allen	City Clerk Sara Hancock
Absent: Trustee Susan Eads	Trustee Rick Favors	City Attorney Don Maisch

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Absent: Eads. Motion carried.

1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 meeting minutes.
2. Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2022.

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

At 6:35 PM Reed made a motion to recess, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, Chairman Dukes. Nay: None. Absent: Eads. Motion carried.

At 6:40 PM the meeting reconvened.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 6:41 PM Allen made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion Carried.

At 8:18 PM Reed made a motion to return to Open Session, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion Carried.

Reed made a motion to proceed as discussed, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion Carried.

ADJOURNMENT.

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

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Public Works City Engineer

pmenefee@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

Memorandum

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: March 22, 2022

Subject: Discussion and consideration for adoption, including any possible amendment of, granting City Manager Tim Lyon, permission to negotiate and enter into a professional services contract with Garver to evaluate various elements associated with the Water Resources Recovery Facility.

Please consider this agenda item as the official request to grant the City Manager, Tim Lyon, permission to negotiate and enter into a professional services contract with Garver to evaluate various elements associated with the Water Resources Recovery Facility.

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, City Manager

DATE: March 22, 2022

RE: Discussion and consideration for adoption, including any possible amendment of, the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2022.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
City Manager

Attachment (1)

SHERATON MIDWEST CITY HOTEL AT THE REED CENTER

Fiscal Year 2021-2022	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Revenue												
Budgeted (MTD)	218,175	269,249	277,204	320,392	287,445	230,076	224,889	303,825				
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	33,427	22,326				
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	1,827,430	2,131,255				
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	1,112,571	1,134,897				
Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	261,066	303,985				
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	101,046	105,993				
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	2,049,430	2,353,415				
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	1,374,823	1,480,816				
Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	(36,177)	(160)				
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	(67,619)	(83,667)				
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,886)	(185,823)	(222,000)	(222,160)				
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	(262,251)	(345,919)				

Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	1,452	-				
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	28,934	20,929				

Fiscal Year 2020-2021	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Revenue												
Budgeted (MTD)	343,261	453,583	525,877	507,546	455,087	297,747	227,478	357,427	514,440	483,447	447,593	415,608
Actual (MTD)	209,220	96,171	166,050	141,030	196,284	98,762	110,610	119,566	178,607	183,566	128,960	228,854
Budgeted (YTD)	343,261	796,844	1,322,721	1,830,267	2,285,354	2,583,101	2,810,579	3,168,006	3,682,446	4,165,893	4,613,486	5,029,094
Actual (YTD)	209,220	305,391	471,441	612,471	808,756	907,517	1,018,127	1,137,693	1,316,301	1,499,867	1,628,827	1,857,681
Expenses												
Budgeted (MTD)	402,630	455,299	469,746	481,160	435,035	370,311	312,141	359,557	443,494	451,607	419,406	410,317
Actual (MTD)	206,494	166,450	189,154	173,890	187,703	140,339	168,038	152,009	184,421	208,906	174,967	241,097
Budgeted (YTD)	402,630	857,929	1,327,675	1,808,835	2,243,910	2,614,221	2,926,362	3,285,919	3,729,413	4,181,020	4,600,426	5,010,743
Actual (YTD)	206,494	372,944	562,098	735,987	923,690	1,064,029	1,232,066	1,384,076	1,568,497	1,777,403	1,952,369	2,193,466
Revenue vs. Expenses												
Budgeted (MTD)	(59,369)	(1,716)	56,131	26,386	20,912	(72,564)	(84,663)	(2,130)	70,946	31,840	28,187	5,291
Actual (MTD)	2,726	(68,563)	(23,104)	(32,859)	8,582	(41,577)	(57,428)	(32,443)	(5,814)	(25,340)	(46,006)	(12,242)
Budgeted (YTD)	(59,369)	(61,085)	(4,954)	21,432	41,444	(31,120)	(115,783)	(117,913)	(46,967)	(15,127)	13,060	18,351
Actual (YTD)	2,726	(67,553)	(90,657)	(123,516)	(114,935)	(156,511)	(213,939)	(246,383)	(252,196)	(277,536)	(323,543)	(335,785)



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Municipal Authority

FROM: Tim Lyon, City Manager

DATE: March 22, 2022

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - T. Lyon)

Appropriate information will be dispersed during executive session.

Tim L. Lyon, City Manager



DISCUSSION ITEM





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405-739-1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Municipal Authority

FROM: Tim Lyon, General Manager

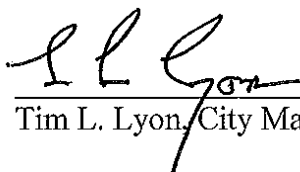
DATE: March 22, 2022

SUBJECT: Discussion and consideration, including any potential amendment, delegating and granting to the General Manager of the Municipal Authority the authority to take all reasonable and necessary action under Paragraph 3.1, as amended, concerning the Management Agreement between the Municipal Authority and Aimbridge Hospitality, LLC.

On July 30, 2011, the Municipal Authority entered into a Management Agreement with Aimbridge Hospitality, L.P. for the operation and management of the Reed Center, the attached Hotel and all operating equipment, supplies and inventory located at 5800 Will Rogers Road, Midwest City, Oklahoma. On August 1, 2016, the Municipal Authority and Aimbridge Hospitality, LLC agreed to amend the Management Agreement. One provision of the Management Agreement that was amended was Paragraph 3.1, which was amended to read as follows:

3.1 Term. The term of this Agreement is hereby extended through and including July 31, 2019, subject to the last sentence of Section 3.1 (the "Term"). The term automatically shall be extended for additional terms of one (1) year each unless Owner provides written notice to Manager not less than one hundred twenty (120) days prior to the end of the then-current Term of Owner's intent not to extend the Term of the Agreement. Notwithstanding the foregoing, the Agreement may be terminated prior to the scheduled expiration of the Term or any extension thereof (i) without cause, provided that Owner provides Manager with not less than ninety (90) days written notice of such termination; and (ii) as otherwise provided in Articles 15, 16 and 17.

The Municipal Authority hereby delegates and grants to the General Manager of the Municipal Authority the authority to take all necessary and/or reasonable action as allowed by Paragraph 3.1 of the Management Agreement as amended.



Tim L. Lyon, City Manager



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

March 22, 2022 – 6:02 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.

1. Discussion and consideration for adoption, including any possible amendment, of the February 22, 2022 meeting minutes. (Secretary - S. Hancock)

2. Discussion and consideration, including any possible amendment, of 1) reappointing the following representatives to the Midwest City Memorial Hospital Authority Trust Board of Grantors for another four-year term ending on April 28, 2026 including Zac Watts for Ward 2; Wade Moore for Ward 6; and Stacy Willard for the Chamber of Commerce; and 2) appointing Kelly Albright for the Ward 4 representative four-year term to end on April 28, 2026. (City Manager - T. Lyon)

C. DISCUSSION ITEM.

1. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Finance - T.Cromar)

D. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the Agenda is for members of the public to speak to the Trustees on any Subject not scheduled on the Regular Agenda. The Trustees shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Trustees will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE TRUSTEES ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE TRUSTEES.**

E. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

February 22, 2022

This meeting was held in 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 6:35 PM with the following members present:

Trustee Sean Reed	City Manager Tim Lyon	
Trustee Pat Byrne	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch
Absent: Trustee Susan Eads		

DISCUSSION ITEMS.

- 1. Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 meeting minutes.** Bowen made a motion to approve the minutes, seconded by Reed. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Absent: Eads. Motion Carried.
- 2. Discussion and consideration, including any possible amendment, of approving the funding recommendations of the Board of Grantors to the eligible FY 2021-2022 grant applicants not to exceed \$590,258.00 as budgeted.** Byrne made a motion to approve all recommendations as submitted, except the Tree Replenishment item, seconded by Reed. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Absent: Eads. Motion Carried.

Bowen made a motion to approve the Tree Replenishment item, seconded by Favors. Voting Aye: Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Reclused: Byrne. Absent: Eads. Motion Carried.
- 3. Discussion and consideration of adoption, including any possible amendment, of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.

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

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:38PM.

ATTEST:

MATTHEW D DUKES II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard Midwest City, OK 73110
Office (405) 739-1207
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Midwest City Memorial Hospital Authority Trustees

From: Tim Lyon, General Manager/Administrator


Date: March 22, 2022

Subject: Discussion and consideration, including any possible amendment, of 1) reappointing the following representatives to the Midwest City Memorial Hospital Authority Trust Board of Grantors for another four-year term ending on April 28, 2026 including Zac Watts for Ward 2; Wade Moore for Ward 6; and Stacy Willard for the Chamber of Commerce; and 2) appointing Kelly Albright for the Ward 4 representative four-year term to end on April 28, 2026.

We have confirmed the reappointments and the new appointment with the Chamber and the Councilmembers, as well as the nominees, who would like to serve for a new four-year term.

Current Members:

Appointee	Name	Original Date	Term Ending	BOG Position
Chamber	Stacy Willard	04/24/18	04/26/22	
Chamber	Dara McGlamery	04/26/16	04/26/24	Chair - re-elected 06-17-21
Ward 1	Amy Otto	11/14/17	04/26/24	Vice-Chair re-elected 06-17-21
Ward 2	Zac Watts	05/25/21	04/06/22	
Ward 3	Sheila Rose	04/26/16	04/26/24	
Ward 4	Edward Graham	04/24/18	04/26/22	Secretary Treasurer re-elected 06-17-21
Ward 5	Joyce Jackson	04/26/16	04/26/24	
Ward 6	Wade Moore	05/08/18	04/26/22	
Mayor	Amber Moody	05/12/20	03/26/24	


Tim L. Lyon, City Manager



DISCUSSION ITEM





Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: March 22, 2022

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

Jim Garrels, President of Fiduciary Capital Advisors, met with this Hospital Investment committee on March 2, 2022. The recommendation given by Mr. Garrels to the committee was to do a conservative rebalance.

Actual Allocation as of 12/31/2022

Domestic Equity	87.8%
Domestic Bond	6.7%
Cash Equivalent	5.5%

Recommended Rebalance

Domestic Equity	70%
Domestic Bond	10%
Cash Equivalent	20%

Approval to rebalance is at the discretion of the council.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

March 22, 2022 – 6:03 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. **CALL TO ORDER.**

B. **DISCUSSION ITEM.**

1. Discussion and consideration for adoption, including any possible amendment, of the February 22, 2022 meeting minutes. (Secretary - S. Hancock)

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

D. **EXECUTIVE SESSION.**

1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/ administrator to take action as appropriate based on the discussion in executive session. (Economic Development - R. Coleman)

E. **ADJOURNMENT.**



DISCUSSION ITEM



Notice for the Midwest City Economic Development Authority special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Economic Development Authority Minutes
Special Meeting**

February 22, 2022

This meeting was held in the Midwest City Chambers at City Hall, 100 N Midwest Blvd, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:38 PM with following members present:

	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

Absent: Trustee Susan Eads

DISCUSSION ITEM.

1. **Discussion and consideration for adoption, including any possible amendment, of the January 25, 2022 special meeting minutes.** Allen made a motion to approve the minutes, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Absent: Eads. Motion Carried.

At 6:39 PM Allen made a motion to recess, seconded by Bowen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Absent: Eads. Motion Carried.

Meeting reconvened at 6:40 PM.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 6:41 PM Allen made a motion to enter into Executive Session, seconded by Favors. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion Carried.

At 8:18 PM Reed made a motion to return to Open Session, seconded by Allen. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion Carried.

Reed made a motion to proceed as discussed, seconded by Byrne. Voting Aye: Byrne, Bowen, Reed, Allen, Favors and Chairman Dukes. Nay: None. Absent: Eads. Motion Carried.

ADJOURNMENT.

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

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



PUBLIC DISCUSSION





EXECUTIVE SESSION





Economic Development
100 N. Midwest Blvd.
Midwest City, OK 73110
rcoleman@midwestcityok.org
Office: 405-739-1218
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Economic Development Director

DATE: March 22, 2022

SUBJECT: Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Appropriate information will be dispersed during executive session.

Robert Coleman

Robert Coleman
Economic Development Director



CITY OF MIDWEST CITY SPECIAL UTILITIES AUTHORITY AGENDA

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

March 22, 2022 – 6:04 PM

Presiding members: Chairman Matt Dukes

Trustee Susan Eads

Trustee Sean Reed

City Manager Tim Lyon

Trustee Pat Byrne

Trustee Christine Allen

City Clerk Sara Hancock

Trustee Española Bowen

Trustee Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if unanimous consent is not received, then the item or items will be removed and heard in regular order.

1. Discussion and consideration for adoption, including any possible amendment of, the February 22, 2022 meeting minutes. (Secretary - S. Hancock)

2. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority amending that certain “Agreement for the Purchase and Sale of Real Estate” Dated August 24, 2021, by and Between the Midwest City Utilities Authority and Global Turbine Services, Inc. (the “Real Estate Agreement”); Authorizing and directing execution and delivery of the First Amendment; and containing other provisions relating thereto. (Economic Development – R. Coleman)

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

D. ADJOURNMENT.



CONSENT AGENDA



Notice for the Midwest City Utilities Authority special meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityokorg).

**Midwest City Utilities Authority Minutes
Special Meeting**

February 22, 2022

This meeting was held in 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 6:40 PM with the following members present:

	Trustee Sean Reed	City Manager Tim Lyon
Trustee Pat Byrne	Trustee Christine Allen	City Clerk Sara Hancock
Trustee Española Bowen	Trustee Rick Favors	City Attorney Don Maisch

Absent: Trustee Susan Eads

DISCUSSION ITEM.

- 1. Discussion and consideration for adoption, including any possible amendment of, the August 24, 2021 meeting minutes.** Bowen made a motion to approve the minutes, seconded by Favors. Voting Aye: Byrne, Bowen, Reed, Allen, Favors, and Chairman Dukes. Nay: none. Absent: Eads. Motion Carried.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(11), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City, and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.** Item not needed.

ADJOURNMENT.

There was no further business, Chairman Dukes adjourned the meeting at 6:40 PM.

ATTEST:

Matthew D. Dukes II, Chairman

Sara Hancock, Secretary



Midwest City Utilities 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: Tim Lyon, General Manager/Administrator

Date: March 22, 2022

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority amending that certain "Agreement for the Purchase and Sale of Real Estate", by and Between the Midwest City Utilities Authority and Global Turbine Services, Inc. (the "Real Estate Agreement") Dated August 24, 2021; Authorizing and directing execution and delivery of First Amendment of the Real Estate Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

Global Turbine Systems, Inc., ("GTS") desires to purchase most of the "centerfield" of the Soldier Creek Industrial Park to develop as a jet engine maintenance, repair, overhaul and testing facility. The proposed purchase includes all of the area bordered by NE 23rd Street to the north, NE 20th Street to the south, America Avenue to the east and Soldier Street to the west. The Agreement, which was approved by both parties in August 2021, allowed GTS a 180 day inspection period in which time it was to decide whether to Close on the property.

It expired February 21, 2022.

Jack Tannir, GTS CEO, explained that it has been difficult to obtain commitments from the few suppliers that can provide the critical components necessary to equip the Test Cell building. He is asking for an extension until Monday, June 20, 2022 at which time he will allow the \$50,000 earnest money to become non-refundable.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

Attachments: Resolution
Amendment to Real Estate Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MIDWEST CITY UTILITIES AUTHORITY AMENDING THAT CERTAIN “AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE” DATED AUGUST 24, 2021, BY AND BETWEEN THE MIDWEST CITY UTILITIES AUTHORITY AND GLOBAL TURBINE SERVICES, INC. (THE “REAL ESTATE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE FIRST AMENDMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Trustees of the Utilities Authority have determined that it is in the best interests of the residents of Midwest City, Oklahoma that the First Amendment to the Real Estate Agreement be approved, thus allowing Global Turbine Services additional time to perform its due diligence work prior to purchasing the Property.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Amending the Terms and Conditions of the Real Estate Agreement. The Trustees of the Midwest City Utilities Authority hereby approve amending that certain “Agreement for the Purchase and Sale of Real Estate”, dated as of its date of execution, by and between the Utilities Authority and the Company (the “Real Estate Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of the Utilities Authority.

SECTION 3. Authorizing and Directing Execution and Delivery of the Real Estate Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the First Amendment to the Real Estate Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Real Estate Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Utilities Authority this _____ day of March, 2022.

MIDWEST CITY UTILITIES AUTHORITY

Matthew D. Dukes II, Chairman

ATTEST:

Sara Hancock, City Secretary

APPROVED as to form and legality this _____ day of March, 2022

Don Maisch, City Attorney

**FIRST AMENDMENT OF
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

The undersigned, being identified as Buyer and Seller in a certain Agreement for Purchase and Sale of Real Estate dated the 25th day of August, 2021 (“Agreement”), covering property described as approximately 24.63 acres of land located in Soldier Creek Industrial Park, Midwest City, Oklahoma County, Oklahoma, hereby amend the Agreement as follows:

1. The mutual promises contained in this document serve as consideration for this First Amendment.
2. The parties agree that Paragraph 3 shall be amended so that Closing shall now occur on or before thirty (30) days after the expiration of the Access and Feasibility Study period.
3. The parties agree that Paragraph 6 shall be amended so that the Access and Feasibility Study period shall now expire on June 20, 2022. Upon the expiration of the Access and Feasibility Study period, the Earnest Money shall become non-refundable to Buyer.
4. Otherwise, all terms of the original Agreement remain the same where not inconsistent herewith.
5. Facsimile and electronic signatures are binding.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this First Amendment the
____ day of _____, 2022.

“SELLER”

MIDWEST CITY UTILITIES AUTHORITY,
an Oklahoma public trust

By: _____

Name: _____

Title: _____

“BUYER”

GLOBAL TURBINE SERVICES, INC.

By: _____

Name: _____

Title: _____



PUBLIC DISCUSSION

