



CITY OF MIDWEST CITY MEETINGS FOR JUNE 27, 2023

All Council/Authority/Commission meetings of the City of Midwest City (MWC) elected officials will be held in the Council Chamber located at 100 N. Midwest Blvd., Midwest City, OK 73110, Oklahoma County, Oklahoma, unless notified otherwise.

Regularly scheduled meetings of the elected officials will be streamed live and recorded on the MWC YouTube channel: [Bit.ly/CityofMidwestCity](https://bit.ly/CityofMidwestCity) with the recorded videos available there within 48 hours.

Special Assistance for a Meeting: Send request via email to tanderson@midwestcityok.org or call 405-739-1220 no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.

Please note that the elected officials will informally gather at or after 5:00 PM in the City Manager's Conference room for dinner for evening meetings; however, no business will be discussed or acted upon. Meals will only be provided to the City Council and staff. Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

For the purposes of all meetings of the MWC elected and/or appointed officials, the term "possible action" shall mean possible adoption, rejection, amendments, and/or postponements.

Pursuant to Midwest City Resolution 2022-50, the following rules of conduct and engagement are in effect for all meetings of the MWC elected and/or appointed officials:

1. Only residents of the City, and/or identifiable business doing business in or with the City, or where it is required by statute during public hearings may speak during a public meeting, unless by majority vote of the City Council, non-residents may be permitted to comment on agenda items that impact them. To verify this new requirement, speakers must state their name and City residential/business address or provide/present proof of residential/business address to the City Clerk before addressing the elected officials.
2. There will be a 4 (four) minute time restriction on each speaker, which can be extended by a vote of the City Council, only if it benefits and/or clarifies the discussion at hand. The City Clerk, or designee, will be the timekeeper and will notify the chair when time has expired.
3. The Mayor/Chair reserves the right to remove individuals from the audience if they become disorderly. If the Mayor/Chair asks a disruptive individual to leave and the individual refuses to leave, the meeting will be recessed and appropriate law enforcement action will be taken.
4. Agenda items requesting action of the elected officials shall include:
 1. Presentation by City Staff and/or their invited guest speaker;
 2. If a public hearing is required, questions and discussion by and between the elected officials, City Staff, and the public;
 3. Questions and discussion by and between the elected officials and City Staff, invited guest speaker, and/or public during a public hearing; and
 4. Motion and second by the elected officials.
 5. If a motion is to be amended, the one who made the motion may agree and restate the motion with the amendment; however, if the maker of the motion does not agree to the amendment, the motion may be voted on as it stands.
 6. Final discussion and possible action/amended motion by the elected officials.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

June 27, 2023 – 6:00 PM

Presiding members: Mayor Matt Dukes

Ward 1 Susan Eads

Ward 4 Sean Reed

City Manager Tim Lyon

Ward 2 Pat Byrne

Ward 5 Sara Bana

City Clerk Sara Hancock






Ward 3 Megan Bain

Ward 6 Rick Favors

City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

-  Invocation by Assistant City Manager Vaughn Sullivan
-  Pledge of Allegiance led by Ward 2, Pat Byrne
-  Mayoral Proclamations: Lakes Appreciation Month and Pride Month Oklahoma
-  Fire Chief Association Presentation of the J. Ray Pence Chief Officer Leadership Award to Chief Bert Norton
-  Community-related announcements and comments

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(s) will be removed and heard in regular order.

1. Discussion, consideration, and possible action of approving the June 9, 2023 special meeting minutes. (City Clerk - S. Hancock)
2. Discussion, consideration and possible action of approving the June 13, 2023 meeting minutes. (City Clerk - S. Hancock)
3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: General Government Sales Tax Fund, revenue/Transfers In (00) \$9,000; expenditures/Finance (08) \$9,000. Police Federal Projects Fund, expenditures/Transfers Out (62) \$240. Police Fund, revenue/Transfers In (00) \$240. General Fund, revenue/Transfers In (00) \$1,167,257; expenditures/Transfers Out (00) \$3,550,605. Police Department Fund, revenue/Transfers In (00) \$1,327,972. Fire Department Fund, revenue/Transfers In (00)\$1,055,376. Hotel-Motel Fund, expenditures/Transfers Out (00) \$138,612. Park & Recreation Fund, revenue/Transfers In (00) \$19,406. Conv/Visitors Bureau, revenue/Transfers In (00) \$77,623. MWC Welcome Center Fund, revenue/Transfers In (1) \$41,583. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$941,613. Capital Improvements Fund, revenue/Transfers In (00) \$315,861.

3. Continued. Court Bonds Fund, revenue/Investment Interest (00) \$1,224; expenditures/Transfers Out (00) \$1,224. General Fund, revenue/Transfers In (00) \$1,224. G.O. Bonds Fund, expenditures /Transfers Out (00) \$50,000. 2018 Election G.O. Bond Fund, revenue/Transfers In (00) \$50,000. General Fund, expenditures/ Emergency Response Ctr (18) \$10,000; expenditures/Pool (19) \$37,152; expenditures /Senior Center (55) \$5,000. Street Lighting Fee Fund, expenditures/General Gov't (14) \$80,000. Reimbursed Projects Fund, expenditures/General Gov't (14) \$10,000. Activity Fund, expenditures/Baseball-Softball (78) \$3,800. Hotel-Motel Tax Fund, revenue/Taxes (00) \$138,612. L&H Benefits Fund, expenditures/Personnel Department (03) \$604,630. (Finance - T. Cromar)
4. Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2022, through June 30, 2024. (Human Resources - T. Bradley)
5. Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2022, through June 30, 2025. (Human Resources - T. Bradley)
6. Discussion, consideration, and possible action of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for fiscal year 2023-2024 for the amount of \$42,000 per year with no changes from the current contract and the proposed contract. (Risk Management - L. Smithson)
7. Discussion, consideration, and possible action of renewing an excess general liability insurance policy with States Self-Insurers Risk Retention Group, Inc. for fiscal year 2023-2024 at an annual cost of \$142,470 with a self-insured retention of \$1,000,000. Policy limits are \$2,000,000 per occurrence with a \$5,000,000 aggregate. (Risk Management - L. Smithson)
8. Discussion, consideration, and possible action of renewing a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$349,456 for fiscal year 2023-2024 with Oklahoma Municipal Assurance Group (OMAG). (Risk Management - L. Smithson)
9. Discussion, consideration, and possible action of purchasing an excess workers compensation policy with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for fiscal year 2023-2024 at an annual cost of \$161,807 with a self-insured retention of \$750,000 per claim for Police and Fire, and \$450,000 for all other employees. (Risk Management - L. Smithson)

10. Discussion, consideration, and possible action of purchasing a general liability policy, and renewing our auto liability and auto/equipment physical damage policy with Oklahoma Municipal Assurance Group (OMAG). The general liability policy has an annual premium of \$381,137, with a \$25,000 deductible per occurrence for sanitary sewer overflows, personal injury, and errors and omissions. The auto and equipment policy has a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$179,401 for fiscal year 2023-2024. (Risk Management - L. Smithson)
11. Discussion, consideration and possible action of approving an amendment to Task Order #4 for Design Services for the Multipurpose Sports Complex - Phase II parking lot, maintenance building, and concession building at an additional cost of \$3,885.00, with the total task order cost of \$89,385.00. (City Manager - V. Sullivan)
12. Discussion, consideration, and possible action to approve and adopt the City's Emergency Operations Plan for 2023-24. (Emergency Management - D. Wagner)
13. Discussion, consideration, and possible action concerning the renewing of contracts without modifications for FY 2023-2024 with Azteca Systems, LLC for Cityworks maintenance in the amount of \$173,040.00; Tyler Technologies for software maintenance for Police, 911, and Court in an amount of \$195,475.36; and Central Square for Naviline maintenance in the amount of \$115,874.64. (Information Technology - A. Stephenson)
14. Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for Capital Improvement Revenue bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024. (Finance - T. Cromar)
15. Discussion, consideration, and possible action of accepting fourteen (14) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in the Sections 2 and 11, Township 11N, Range 2W; and Sections 34 and 35 Township 12N, Range 2W of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering & Construction Services - B. Bundy)
16. Discussion, consideration, and possible action of granting two (2) Temporary Easements to The Midwest City Municipal Authority, a public trust, across a certain parcels of land located within the corporate boundaries of Midwest City in Section 35, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering & Construction Services - B. Bundy)
17. Discussion, consideration, and possible action of accepting a Permanent Easement from the Rose State College Foundation, Inc, across their land located within the corporate boundaries of Midwest City in Sections 34, Township 12N, Range 2W; of the Indian Meridian, Oklahoma County, Oklahoma. Parcel is commonly known as location of Atkinson Heritage Center, 1001 N Midwest Blvd. (Engineering & Construction Services - B. Bundy)

18. Discussion, consideration, and possible action of change order #05 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit increasing it by \$1,484.03 with 53 additional days for Council Chamber, 133 additional days for Court Bathroom, and 24 additional days for the Basement Bathroom. (Engineering & Construction Services - B. Bundy)
19. Discussion, consideration, and possible action of renewing the attached list of contracts for the Engineering and Construction Services Department for FY 23-24. (Engineering & Construction Services - B. Bundy)
20. Discussion, consideration, and possible action of renewing a contract, without modification, for FY 23-24 Midstate Traffic Control, Inc. for traffic signal maintenance. (Public Works - R. Paul Streets)
21. Discussion, consideration and possible action of renewing the utility bill production agreement with Dataprose, LLC contract, without modifications for FY 23-24. (City Clerk - S. Hancock)
22. Discussion, consideration, and possible action of reappointing Chris Clark and appointing Kahle Wilson to three-year terms for the City of Midwest City Building Advisory Board. (Engineering & Construction Services - R Fryar)
23. Discussion, consideration, and possible action of declaring (2) Chevrolet Caprices and a (4) Chevrolet Impalas and their contents, as surplus and authorizing disposal by public auction, sealed bid or other means necessary. (Police - S. Porter)

D. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action regarding a 3.0 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2023. (Human Resources - T. Bradley)

- E. NEW BUSINESS/PUBLIC DISCUSSION. In accordance with State Statue 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, consideration, and possible action to enter 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 of the public body when 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 authorizing the City Manager to take action as appropriate based on discussion regarding 1) Resolution 2023-12 that declared buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated; and 2) the legal opinion of outside counsel regarding contractual issues. (City Manager - T. Lyon)

D. DISCUSSION ITEMS continued.

2. Discussion, consideration, and possible action of signing and executing the School Resource Officer Mutual Cooperation Agreement with the Mid-Del School System for the time period of July 1, 2023 – June 30, 2024. Mid-Del School System will pay the City the amount of \$169,884.04 for the term of the contract. (Police - S. Porter)

G. FURTHER INFORMATION.

1. Review of the City Manager's Report for the month of May 2023. (Finance - T. Cromar)
2. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for April 2023. (Human Resources - T. Bradley)
3. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager for May 2023. (Human Resources - T. Bradley)
4. Review of the Code Enforcement Report for April and May 2023. (Neighborhood Services - M. Stroh)

H. ADJOURNMENT.



CONSENT AGENDA



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**

June 9, 2023

This meeting was held in the City Council 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 4:00 PM with following members present:

Ward 1 Susan Eads	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Sara Bana	Asst. City Manager Vaughn Sullivan
Ward 3 Megan Bain	Ward 6 Rick Favors	City Attorney/Acting City Clerk Donald D. Maisch
		Outside Counsel John Williams

DISCUSSION ITEM.

- 1. Discussion, consideration, and possible action to 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 of 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 regarding the legal opinion of outside counsel regarding contractual issues; and 2) authorizing the City Manager to take action as appropriate based on discussion.**

At 4:02 PM, motion made by Eads and seconded by Byrne to enter into Executive Session, recess and move the meeting to the City Manager's Conference Room at City Hall. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

At 4:09 PM, motion made by Eads and seconded by Favors to come out of recess and reconvene meeting in the City Manager's Conference Room. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

Executive Session Matter Discussed.

At 5:29 PM, Mayor called for a fifteen (15) minute recess to reconvene at 5:45 PM.

At 5:49 PM, Executive Session reconvened.

Further discussion undertaken.

At 6:36 PM, motion made by Reed and seconded by Byrne to come out of Executive Session. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

Motion made by Byrne and seconded by Eads for the City Manager, City Attorney and Mayor to proceed as discussed in Executive Session. Voting aye: Eads, Byrne, Bain, Reed, Bana, Favors, and Dukes. Nay: none. Motion Carried.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 6:42 PM.

ATTEST:

MATTEW D. DUKES II, Mayor

DONALD D. MAISCH, Acting City Clerk

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

Midwest City Council Minutes

June 13, 2023

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

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

	Ward 4 Sean Reed	City Manager Tim Lyon
Ward 2 Pat Byrne	Ward 5 Sara Bana	City Clerk Sara Hancock
	Ward 6 Rick Favors	City Attorney Don Maisch

Absent: Councilmembers Eads and Bain.

OPENING BUSINESS. The Invocation was given by Assistant City Manager Vaughn Sullivan. The Pledge of Allegiance was led by Ward 2 Pat Byrne. Lyon made community-related announcements and comments. Floyd Eason Mayor of Del City presented Del City Mayoral Proclamation to the City of Midwest City.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception of Items 3, 4, 11, 12, 13, 14, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain.

1. Discussion, consideration, and possible action of approving the May 16, 2023 meeting minutes.
2. Discussion, consideration, and possible action of approving the May 23, 2023 meeting minutes.
3. **Discussion, consideration and possible action regarding renewing the Sales Tax Agreement required for Capital Improvement Revenue bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024.** No Action Taken.
5. Discussion, consideration and possible action of renewing the Fire Equipment Agreement with the Board of County Commissioners of Oklahoma County for FY 23-24 to provide certain firefighting equipment in exchange for furnishing fire protection services for persons and property located within the unincorporated areas of Oklahoma County.
6. Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$5,116.50 respectively.
7. Discussion, consideration, and possible action of the acceptance of maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$6,292.83 respectively.
8. Discussion, consideration, and possible action to approve a General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County for the FY 23-24.

9. Discussion, consideration, and possible action of (1) accepting the Quitclaim Deed for a perpetual easement from Oklahoma Department of Transportation lying in part of the SW/4 of Section 12, Township 11 North, Range 2 West; (2) adopting a resolution to release the easement; and (3) adopting the easement release.
10. Discussion, consideration, and possible action of renewing the attached list of contracts for the Engineering and Construction Services Department for FY 23-24.
15. Discussion, consideration, and possible action of declaring the attached list of items as surplus and authorizing disposal by public auction, sealed bid or other means necessary.
16. Discussion, consideration, and possible action of declaring the following equipment from Street Department as surplus and authorizing their disposal by sealed bid, public auction or by other means as necessary.
- 4. Discussion, consideration and possible action regarding a resolution to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2023-2024.**

Cromar addressed the council. After staff and council discussion, Reed made a motion to approve Resolution 2023-14, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

- 11. Discussion, consideration, and possible action of approving Amendment #3 to the contract with R.L. Shears Company, PC in an increase of \$40,251 for a total contract price of \$281,662 for the purposes of developing construction plans for the Mid- America Park expansion, a 2018 GO Bond project.**

Bundy addressed the council. After staff and council discussion, Bana made a motion to approve, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

- 12. Discussion, consideration and possible action of reappointing Cy Valanejad and Tammy Cook to the Board of Adjustment for an additional three-year term to end on June 9, 2026.**

Richey addressed the council. After staff and council discussion, Reed made a motion to approve, seconded by Bana. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

Reed left at 6:20 PM and returned at 6:21 PM.

- 13. Discussion, consideration, and possible action of appointing Rick Rice to the Midwest City Planning Commission to fulfill the unexpired term of Jim Campbell (Ward 2), to end on August 12, 2023 and to appoint him for a full three-year term to expire August 26, 2026; and re-appointing Jim Smith, (Ward 1); Dean Hinton, (Ward 6); and Rick Dawkins, (Ward 3) to serve three-year terms to end on August 26, 2026.**

Richey addressed the council. After staff and council discussion, Reed made a motion to approve, seconded by Bana. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

14. Discussion, consideration, and possible action of appointing Ms. Marcey Nash for Midwest City Council Ward 6 for a three-year term, ending June 13, 2028 to replace, Ms. Sherry Beaird who resigned as the Ward 6 representative for the Midwest City Tree Board.

Bana made a motion to approve, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

DISCUSSION ITEMS.

- 1. (PC-2140) Public Hearing, discussion, consideration, and possible action of an ordinance to redistrict from R-6, Single-Family Detached Residential District to R-MD, Medium Density Residential and a resolution to amend the Comprehensive Plan from LDR, Low-Density Residential to MDR, Medium Density Residential for the property described as the East Half (E/2) of the Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of Section Thirty-Five (35), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, also addressed as 8610 – 8620 – 8700 E. Main St., Midwest City, OK 73130.**

Richey addressed the council. After staff and council discussion, Reed made a motion to approve Ordinance 3517 and Resolution 2023-13, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

- 2. Public hearing with discussion, consideration and vote on a resolution approving the City of Midwest City, Oklahoma budget for fiscal year 2023-2024 in the amount of \$126,359,555 and establishing budget amendment authority.**

Glenn Goldschlager of 1409 Evergreen Cir, and Nannette Cummings of 1217 Alan Ln., Fire Union President Beabout, Fire Chief Norton, and Lyon addressed council. After staff and council discussion, Reed made a motion to approve Resolution 2023-16, seconded by Byrne. Voting aye: Byrne, Reed, Favors and Dukes. Nay: Bana. Absent: Eads and Bain. Motion Carried.

6:41PM Mayor left chair, but remained in Chamber's. Returned at 6:41 PM.

NEW BUSINESS/PUBLIC DISCUSSION.

At 6:49 PM Reed made a motion to recess, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

At 7:01 PM Reed made a motion to reconvene, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

EXECUTIVE SESSION.

- 1. Discussion, consideration, and possible action to enter 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 of the public body when 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 authorizing the City Manager to take action as appropriate based on discussion regarding 1) Resolution 2023-12 that declared buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated; and 2) the legal opinion of outside counsel regarding contractual issues.**

At 7:03 PM Reed made a motion to enter into Executive Session, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

At 7:46 PM Reed made a motion to return to open session, seconded by Favors. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

No Action Needed.

ADJOURNMENT. There being no further business, Mayor Dukes adjourned the meeting at 7:46 PM.

ATTEST:

MATTEW D. DUKES II, Mayor

SARA HANCOCK, 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

DATE: June 27, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2022-2023, increase: General Government Sales Tax Fund, revenue/Transfers In (00) \$9,000; expenditures/Finance (08) \$9,000. Police Federal Projects Fund, expenditures/Transfers Out (62) \$240. Police Fund, revenue/Transfers In (00) \$240. General Fund, revenue/Transfers In (00) \$1,167,257; expenditures/Transfers Out (00) \$3,550,605. Police Department Fund, revenue/Transfers In (00) \$1,327,972. Fire Department Fund, revenue/Transfers In (00) \$1,055,376. Hotel-Motel Fund, expenditures/Transfers Out (00) \$138,612. Park & Recreation Fund, revenue/Transfers In (00) \$19,406. Conv/Visitors Bureau, revenue/Transfers In (00) \$77,623. MWC Welcome Center Fund, revenue/Transfers In (00) \$41,583. Sales Tax Capital Improv. Fund, expenditures/Transfers Out (00) \$941,613. Capital Improvements Fund, revenue/Transfers In (00) \$315,861. Court Bonds Fund, revenue/Investment Interest (00) \$1,224; expenditures/Transfers Out (00) \$1,224. General Fund, revenue/Transfers In (00) \$1,224. G.O. Bonds Fund, expenditures/Transfers Out (00) \$50,000. 2018 Election G.O. Bond Fund, revenue/Transfers In (00) \$50,000. General Fund, expenditures/Emergency Response Ctr (18) \$10,000; expenditures/Pool (19) \$37,152; expenditures/Senior Center (55) \$5,000. Street Lighting Fee Fund, expenditures/General Gov't (14) \$80,000. Reimbursed Projects Fund, expenditures/General Gov't (14) \$10,000. Activity Fund, expenditures/Baseball-Softball (78) \$3,800. Hotel-Motel Tax Fund, revenue/Taxes (00) \$138,612. L & H Benefits Fund, expenditures/Personnel Department (03) \$604,630.

The first supplement is needed to budget transfer into General Government Sales Tax Fund from General Fund to classify expense for new carpet in Finance Department as capital outlay. The second and third supplements are needed to budget transfer of remaining fund balance in Police Federal Projects Fund to Police Fund to close Police Federal Projects Fund. The fourth through sixth supplements are needed to increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 22-23 expenditures. The seventh through tenth supplements are needed to increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 22-23 expenditures. The eleventh and twelfth supplements are needed to increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax and additional expenditures to end FY 22-23. The thirteenth and fourteenth supplements are needed to increase the budget for the revenues & transfer out of Fund 235 to Fund 010 to end FY 22-23. The fifteenth and sixteenth supplements are needed to increase the budget for the transfer out of Fund 350 to Fund 270 to end FY 22-23. The seventeenth through twentieth supplements are needed to increase budget for the

expenditures to end FY 22-23. The twenty-first supplement is needed to increase the budget for the revenues for Hotel/Motel Tax to end FY 22-23. The twenty-second supplement is needed to increase the budget for the expenditures to end FY 22-23.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

June 27, 2023

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	9,000			
8	Finance			9,000	
		9,000	0	9,000	0
Explanation:					
To budget transfer in from General Fund to pay for new carpet for Finance Department through capital outlay.					

Fund POLICE FEDERAL PROJECTS (033)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
62	Transfers Out			240	
		0	0	240	0
Explanation:					
To budget transfer to Police Fund to close out Police Federal Projects Fund. Funding to come from fund balance.					

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
0	Transfers In	240			
		240	0	0	0
Explanation:					
To budget transfer in from Police Federal Projects Fund to eliminate remaining fund balance and close out the fund.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	1,167,257			
00	Transfers Out			3,550,605	
		1,167,257	0	3,550,605	0
Explanation:					
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 22-23 expenditures.					

SUPPLEMENTS

June 27, 2023

Fund POLICE (020)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	1,327,972			
		1,327,972	0	0	0
Explanation:					
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 22-23 expenditures.					

Fund FIRE (040)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	1,055,376			
		1,055,376	0	0	0
Explanation:					
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 22-23 expenditures.					

Fund HOTEL-MOTEL FUND (225)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			138,612	
		0	0	138,612	0
Explanation:					
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 22-23 expenditures.					

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	19,406			
		19,406	0	0	0
Explanation:					
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 22-23 expenditures.					

SUPPLEMENTS

June 27, 2023

Fund CONV/VISITORS BUREAU (046)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	77,623			
		77,623	0	0	0
Explanation:					
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 22-23 expenditures.					

Fund MWC WELCOME CENTER (045)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	41,583			
		41,583	0	0	0
Explanation:					
To increase the budget for the transfers in and transfers out from the Hotel-Motel Tax to end FY 22-23 expenditures.					

Fund SALES TAX CAPITAL IMPROV. (340)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			941,613	
		0	0	941,613	0
Explanation:					
To increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax and additional expenditures to end FY 22-23.					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	315,861			
		315,861	0	0	0
Explanation:					
To increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax and additional expenditures to end FY 22-23.					

SUPPLEMENTS

June 27, 2023

Fund COURT BONDS (235)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Investment Interest	1,224			
00	Transfers Out			1,224	
		1,224	0	1,224	0
Explanation:					
To increase the budget for the revenues & transfer out of Fund 235 to Fund 010 to end FY 22-23.					

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	1,224			
		1,224	0	0	0
Explanation:					
To increase the budget for the revenues & transfer out of Fund 235 to Fund 010 to end FY 22-23.					

Fund G.O. BONDS (350)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			50,000	
		0	0	50,000	0
Explanation:					
To increase the budget for the transfer out of Fund 350 to Fund 270 to end FY 22-23.					

Fund 2018 ELECTION G.O. BOND (270)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	50,000			
		50,000	0	0	0
Explanation:					
To increase the budget for the transfer out of Fund 350 to Fund 270 to end FY 22-23.					

SUPPLEMENTS

June 27, 2023

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
18	Emergency Response Ctr			10,000	
19	Pool			37,152	
55	Senior Center			5,000	
		<u>0</u>	<u>0</u>	<u>52,152</u>	<u>0</u>
Explanation:					
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.					

Fund STREET LIGHTING FEE (015)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			80,000	
		<u>0</u>	<u>0</u>	<u>80,000</u>	<u>0</u>
Explanation:					
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	General Gov't			10,000	
		<u>0</u>	<u>0</u>	<u>10,000</u>	<u>0</u>
Explanation:					
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.					

Fund ACTIVITY FUND (115)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
78	Baseball-Softball			3,800	
		<u>0</u>	<u>0</u>	<u>3,800</u>	<u>0</u>
Explanation:					
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.					

SUPPLEMENTS

June 27, 2023

Fund HOTEL-MOTEL TAX (225)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Taxes	138,612			
		138,612	0	0	0
Explanation:					
To increase the budget for the revenues for Hotel/Motel Tax to end FY 22-23.					

Fund L & H BENEFITS (240)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
03	Personnel Department			604,630	
		0	0	604,630	0
Explanation:					
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.					



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: June 27, 2023

RE: Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the Fraternal Order of Police (FOP) Lodge 127, as negotiated to be effective from July 1, 2022, through June 30, 2024.

The City of Midwest City and the FOP Lodge 127 met and negotiated a proposed CBA to be effective from July 1, 2022, through June 30, 2024. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the FOP Lodge 127 President, Lonnie Bray, on July 6, 2022. The agreement was ratified by the FOP Membership.

This renewal includes a negotiated across the board increase of 2.0%, to be effective on July 1, 2023. Additionally, the CBA includes language adopting the Group Health Benefits Premiums previously approved by Council for FY2023-2024.

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator



Collective Bargaining
Agreement for Fiscal
Year ~~2021/2022~~
2022/2024

The Fraternal Order
of Police Lodge #127

City of Midwest City

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ARTICLE 1

PURPOSE AND INTENT

SECTION 1. This Agreement, entered into by the City of Midwest City, hereinafter referred to as Employer, and the Fraternal Order of Police, Lodge #127, as Collective Bargaining Agent, hereinafter referred to as FOP, pursuant to Title 11, Oklahoma Statutes, Section 51-101, et seq., as amended, is made for the following purposes:

- A. To establish wages, hours, benefits, grievance procedures and other conditions of employment of represented officers of the Midwest City Police Department;
- B. To provide for quality law enforcement and police services on an uninterrupted basis for the benefit of the citizens of Midwest City;
- C. To assist in promoting the harmonious relations between the Employer, the FOP and the represented officers, and to assist in the amicable adjustment of labor-management disputes

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes Lodge #127 of the Fraternal Order of Police as the exclusive bargaining agent for all full-time, permanent commissioned police officers of the Midwest City Police Department, except the Chief of Police, his Administrative Assistant and those employees on entry-level probation.

SECTION 2. For purposes of conducting performance evaluations and qualifications to be a Midwest City police officer, employees hired after July 1, 1989 will serve an entry-level probation period of eighteen (18) months. Provided however, this article does not conflict with any provision pursuant to Oklahoma Statutes, Title 11, Section 51-101, et seq., as amended.

ARTICLE 3

DURATION OF AGREEMENT

SECTION 1. The duration of **the first term of** this Agreement shall be from July 1, ~~2021~~ **2022**, to June 30, ~~2022~~ **2023**. **The duration of the second and final term of this Agreement shall be from July 1, 2023, to June 30, 2024.** In the event an agreement has not been reached by June 30, ~~2022~~ **2024**, this Agreement may remain in full force and effect by mutual

agreement of the Employer and the FOP until such time as a new agreement is attained.

SECTION 2. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the FOP to serve written notice of request for collective bargaining not later than February 15 of each year.

—

ARTICLE 4

MUTUAL RESPONSIBILITY

SECTION 1. No employee shall be favored or subject to discrimination by the Employer or by the FOP because of race, creed, size, color, sex, religion, age, national origin, disability (as defined by the Americans with Disabilities Act, the Oklahoma State Police Pension Act and any other applicable law) or relationship to any person or persons, political affiliations or FOP activities.

SECTION 2. The Employer and the FOP agree not to interfere with the right of an employee to become or not become a member of the FOP, and further agree that there will be no discrimination against nor coercion of any employee because of FOP membership or non-membership.

SECTION 3. The Employer and the FOP agree to comply with the objectives set forth in the Employer's Affirmative Action Program to insure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS AND RESPONSIBILITIES

SECTION 1. The FOP recognizes the prerogative and responsibility of the Employer to operate and manage its affairs in accordance with its responsibilities. The powers and authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement, are retained by the Employer and remain exclusively the rights of the Employer.

SECTION 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution and laws of the state of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and ordinance's and regulations promulgated there under. These rights shall include, but shall not be limited to, the rights:

CBA Between MWC and FOP Lodge 127 for FY ~~2021/2022~~ 2022/2024

- A. To determine and enforce Police Department policy, rules, regulations and orders, including the right to manage the affairs of the Police Department, so long as the same are not punitive in nature and so long as they do not affect mandatory subjects of bargaining which are required to be negotiated;
- B. To assign working hours, including overtime;
- C. To direct the members of the Police Department, including the right to promote, transfer discipline, suspend, demote or terminate for the good of the service, any member of the Police Department, subject to other provisions of this Agreement, including the procedure found in Article 10. The FOP recognizes the standard "Just Cause"/ "for the good of the service" when its use is fair, proper, and reasonable under the circumstances.
- D. To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department; however, such actions by the Employer shall not be punitive in nature. If any new rank is established, it will be filled as otherwise provided in this Agreement. In the event a new classification is established, the selection for that classification will be a competitive process designed by management to meet the needs of management;
- E. To establish or determine new job classifications and ranks based upon duties assigned, provided, however, such new job classifications shall not reduce the pay of any current officer;
- F. To determine the location, means, methods and personnel by which operations are to be conducted;
- G. To determine the safety, health and property protection measures for the Police Department. In making such determinations, due regard will be given to the safety of the officers of the Midwest City Police Department;
- H. To be sole judge of the qualifications of applicants and training of employees;
- I. To set the standards for services to be Offered to the public;
- J. To introduce new, improved or different methods and techniques of operation of the Police Department or change existing methods and techniques;

- K. To determine reasonable means and methods of effective communication of any and all rules, regulations and orders to members of the Police Department, provided, however, new rules and regulations shall be reduced, to writing and be made available;
- L. To determine the amount of supervision necessary;
- M. To control the departmental budget, subject to the mandates of this contract;
- N. To take whatever actions may be reasonably necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the, operation and administration of the Midwest City Police Department currently in effect upon the effective date of this Agreement, shall be deemed a part of said Agreement, unless and except as modified or changed by the terms of this Agreement. Such prevailing rights shall include, but not be limited to, the present "86" policy (rides to and from work).

ARTICLE 7

BARGAINING AGENT SECURITY

SECTION 1. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions, terms or obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

SECTION 2.

- A. The FOP president's duty assignment shall be in accordance with Article 19. The FOP President may be assigned to a day-shift position during his/her term of office, by mutual agreement of the FOP President and the Chief of Police. The president shall report directly to the Chief of Police or his designee regarding FOP business.
- B. It is understood that the FOP president's first duty is that of a Midwest City Police Officer and that interference with those duties should be minimized. The president or his designee may conduct FOP

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business for short periods of time during his/her normal duty shift so long as it does not interfere with police business. In the event that a designee is conducting FOP business, he/she shall obtain prior approval from his/her immediate supervisor.

In the event of absence of the president of the FOP for any period scheduled in excess of five (5) working days, the rights of the president under this article shall be extended to the first vice-president of the FOP, should the need arise. In the event of a change in the presidency of the FOP, the newly elected president shall receive no loss of pay.

- c. It shall, be the responsibility and right of the president of the FOP, or his designee, to communicate directly with any City Official or other employee, after proper notification of the Chief of Police, if deemed necessary to avoid potential grievances or other potential personnel problems.

SECTION 3.

- A. Scheduled Leave. Lodge #127 shall be granted a bank of 270 hours, effective July 1, for the purpose of conducting SCHEDULED Lodge business.

SCHEDULED meetings shall include, but are not limited to: preparation for or attending labor conferences, court action, arbitrations or PERB hearings. The FOP president shall ensure all hours used under this section are documented on a monthly report to the Chief of Police by the Administrative assistant and/or secretary.

In the-event the bank of 270 hours of SCHEDULED union leave cited above is exhausted, the FOP president may have additional hours of union leave granted to him/her for scheduled arbitration, court or PERB hearings on an actual hour for hour basis while said hearings are conducted. Additional union leave hours may be granted at the discretion of the City Manager.

Executive Board officers and elected delegates shall be given primary consideration for granting of leave for attendance at local, state or national meetings.

- B. Unscheduled Leave. The FOP president shall be allowed up to five (5) hours per week to conduct unscheduled union business.

SECTION 4. The Employer shall permit five (5) members of the FOP bargaining team time off without loss of pay for the purpose of contract negotiation preparations, table negotiations with the Employer and debriefing following negotiation sessions. Said member shall have one (1) hour to return to work following the conclusion of the negotiating session. If the negotiation sessions are on a bargaining team member's

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normal off duty hours they shall receive straight time in the form of Compensatory time or Pay for the time that they are in preparations, table, and debriefing negotiations with the Employer. Negotiation sessions will be scheduled during a majority of the committee member's on duty time when possible.

SECTION 5. Upon written authorization from the employee, Employer agrees to deduct regular monthly FOP dues from the earned wages of FOP members.

The deductions shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer and/or the secretary of the FOP. Changes in the amount of dues will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

All FOP members desiring dues deduction shall sign an authorization form provided by the FOP and approved by the Employer. The employee may withdraw any such authorization by providing written notice to the Employer and the FOP at least thirty (30) days prior to the effective date of withdrawal. Unless revoked in writing by the employee, the authorization will remain in effect until the expiration date of the contract and will be automatically renewed with the adoption of each new contract.

In the event the FOP should endorse an illegal job action as defined in Article 8 or if a court should determine the FOP had endorsed such an action, and then the Employer shall terminate the automatic dues deduction.

The Employer will provide the FOP treasurer with the monthly report showing the employee's name and the amount of deduction. The FOP will refund all deductions refundable at the time of termination or resignation.

The FOP shall pay the Employer a monthly service fee of 1% of the amount remitted to the FOP. Said amount shall be remitted within fifteen (15) calendar days after the deductions are made. In case an error or improper deduction is made by the Employer, a proper adjustment of same shall be made by the FOP with the employee affected.

The FOP shall indemnify the Employer against any and all claims, suits or other forms of liability that shall arise against the Employer on account of FOP error or negligence in furnishing information to the Employer upon which said dues deductions are based.

ARTICLE 8

STRIKES

SECTION 1. Employees shall have no right to engage in any work stoppage, slowdown or strike. "Strike" shall be defined in accordance with the state law as the concerted failure to report for duty and willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. In applying the provisions of this article, all of the terms used herein shall be given the meaning commonly understood or as defined by statute. The FOP shall not be in breach of this Agreement here the acts or actions hereinbefore enumerated are not caused or authorized directly by the FOP.

SECTION 2. Upon notification confirmed in writing by the Employer to the FOP that certain of its members are engaging in a strike, the FOP shall immediately order such members in writing to return to work at once and shall provide the Employer with a copy of such an order, and a responsible official of the FOP shall publicly order its members to work. Such characterization of the "'strike" by the Employer shall not establish the existence of a strike. Such notification by the FOP shall not constitute an admission by it that a strike is in progress or has taken place or that any particular member is or has engaged in a strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall commence from the date which the employee is employed in the Midwest City Police Department; however, until the initial employment probation is completed, the employee shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Initial probationary period for the officers of the Midwest City Police Department shall be eighteen (18) months from the date of their employment.

SECTION 3. Seniority shall be determined as between two or more employees by highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the rank. As between two or more employees of the same rank who have the same

length of service in said rank, seniority shall be determined by the earliest date of employment with the Midwest City Police Department, as a police officer.

As between two or more employees of the same rank with the same length of service in the same rank, and who were initially employed by the Midwest City Police Department on the same date, their seniority shall be determined by the date of their employment application with said City.

The rank structure in order of seniority is:

1. Major
2. Captain
3. Lieutenant
4. Sergeant
5. Police Officer

The rank structure above Police Officer is by promotion through the promotion system as specified in Article 30 with the first level of supervision beginning with the rank of Lieutenant.

In the event an officer is demoted, said officer shall be restored to the same seniority status held just prior to being promoted to the classification from which said officer was demoted.

SECTION 4. Seniority shall determine the priority of each employee in the following:

- A. Time when annual vacation is submitted to ExecuTime;
- B. Time when compensatory time is submitted to ExecuTime;
- C. Time when PTO Leave is submitted to ExecuTime.

Paid time off, compensatory time, and vacation leave may be scheduled ninety (90) days prior to the day or the dates requested.

Pre-approved leave (paid time off, compensatory time, and vacation leave) shall not be affected by seniority.

- D. Leave which has been requested at least thirty (30) days prior to the day requested off once approved shall be cancelled only by the Chief of Police.

SECTION 5. If, in the opinion of the Chief of Police, all other factors are equal, then seniority shall determine the priority of each employee in the following:

- A. Shift and duty assignments;
- B. Transfer;
- C. Assignment of days off;

- D. Layoffs and recalls, provided, however, the Employer may elect, based on the merit of employees of the same rank, to retain a less senior employee. If said election is made, the senior employee shall be notified in writing within ten (10) calendar days of the reasons therefore, have access to the grievance procedures set out in Article 10 of this Agreement and shall be recalled to duty / employment prior to hiring of new employees. It shall be a violation of this contract for the Employer to change the classification of an employee for the purpose of avoiding following the strict rule of seniority in determining layoffs and recalls.

Management may depart from the use of seniority due to "needs of the service." Upon request of the affected officer, a supervisor making assignment different from an officer's established seniority position, shall state in writing his reasons for departing there from. A copy of the supervisor's reasons shall be forwarded to the officer, lodge, president and the Chief of Police within seven (7) calendar days of the questioned assignment.

SECTION 6. A sixty (60) day notice shall be given to any employee who will be affected by a reduction in force prior to any reduction in force going into effect.

ARTICLE 10

GRIEVANCE AND DISCIPLINARY APPEAL PROCEDURE

SECTION 1. The purpose of this procedure is to promote communication, encourage a thorough review of employee issues and to provide a just and equitable method, for the prompt resolution of the disputes without discrimination, coercion, or reprisal against any employee who submits a Grievance or Disciplinary Appeal.

The FOP, or any employee, may initiate a Grievance or Disciplinary Appeal within fifteen (15) calendar days of the act or action giving rise to the Grievance or Disciplinary Appeal including, but not limited to, written reprimands, and above, a recommendation of disciplinary action based on the allegation of misdeed or misconduct by the employee, or within fifteen (15) calendar days of the date knowledge is gained of said act or actions giving rise to the Grievance or Disciplinary Appeal. This shall not include oral counseling given to the employee, nor shall it include criminal investigations as outlined by Article, 11, Section 4.

It shall be the right of the employee to request a member of the/bargaining unit to be present and aid him in any discussion with supervision in which the employee feels disciplinary action may result (re: Weingarten). The employee retains the right of FOP representation throughout the Grievance or Disciplinary Appeal process.

Written Counseling Forms: All written counseling forms shall be afforded to the employee upon request, of any written matter requiring said employee's signature or initials. Entries made by supervisors that may affect an employee's performance evaluation shall be discussed with the affected employee and the officer's initials required at the earliest opportunity. If an event or matter has not been documented within fourteen days (14) of its occurrence or discovery, and the effected employee given notice, it shall not be documented. However, if at the conclusion of an investigation under article 11, it is determined the most suitable disciplinary action is a written counseling form that discretion will be afforded to the supervisor without regard to the 14 day time limit.

SECTION 2. A Grievance shall be defined as any controversy or dispute between the Employer and FOP or any employee concerning the interpretation, enforcement or application of any provision of this Agreement, or concerning any of the terms or conditions of employment.

A Disciplinary Appeal shall be defined as the appeal of any disciplinary action the employee is subjected to. (Excluding counseling forms)

In all portions of the Grievance or Disciplinary Appeal procedure where the Employer is required to give notice to the Lodge or the Lodge president, the Employer shall also give notice to the employee's representative if someone other than the Lodge president.

SECTION 3. The Employee or the FOP shall initiate a Grievance or Disciplinary Appeal. A Grievance or Disciplinary Appeal shall be initiated by the Employee or the FOP. A grievance shall be deemed initiated when the employee or the FOP takes the appropriate step or those steps set out below and brings the matter to the attention of the appropriate supervisor in accordance with the following procedure.

In responding to a Grievance or Disciplinary Appeal the Supervisor/Chief of Police must notify the affected employee or his FOP representative. If the employee or his FOP representative is not available, the president or the vice-president of the FOP shall receive personal notice by telephone or in person of the availability of the written response to the Grievance or Disciplinary Appeal.

Step 1. The employee or the FOP shall first fill out the accepted Grievance or Disciplinary Appeal Form, if an employee or the FOP is filing the Grievance, it shall be presented to the employee's supervisor that initiated the action being grieved. If the employee or the FOP is filing a Disciplinary Appeal it shall be presented to the Chief of Police. The Chief of Police or his designee will handle all Disciplinary Appeals. The employee or the FOP shall discuss a Grievance with the supervisor receiving the Grievance in an attempt to reach a satisfactory

solution. The supervisor who was presented the Grievance should review their handling and recommendations of the situation with their immediate supervisor prior to making recommendations to the employee. The supervisor's decision shall be made in writing and given to the employee and a FOP representative and the FOP president within ten (10) calendar days of receiving the Grievance. The majority of Grievances should be resolved at this step.

Step 2. If the provisions of Step 1 do not settle the Grievance filed by an employee, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the FOP Grievance Committee, which shall be defined as the Executive Board of the FOP. If the provisions of Step 1 do not settle the grievance filed by the FOP, it shall be submitted in writing within ten (10) calendar days, from the receipt of the supervisor's response in Step 1 to the Chief of Police. If the grievance committee meets during a member's normal off duty hours they shall receive straight time in the form of Compensatory time or pay for the time they are in the meeting.

Within ten (10) calendar days, the FOP Grievance Committee shall determine, in its discretion and judgment, whether or not a Grievance exists as defined above.

Step 3. If the FOP Grievance Committee finds a Grievance does exist, and the said Grievance warrants further processing, the Committee will submit in writing within ten (10) calendar days, this Grievance to the next level of supervision within the chain of command. If the Grievance Committee does not find that a Grievance exists then the Grievance process will stop. This Grievance process may continue through the chain of command to the Chief of Police if the Grievance is not resolved. The same ten (10) calendar day requirement shall be in affect throughout each step of the Grievance process.

The employee and FOP representatives shall be granted reasonable duty time to prepare their Grievance or Disciplinary Appeal to the succeeding levels, in so far as this does not adversely impact the operation of the Department.

Step 4.

- A. The Chief of Police may respond to the Grievance or Disciplinary Appeal immediately or may first refer the matter to the Labor Management Review Board for fact finding and recommendation. The Labor Management Review Board shall follow the guidelines set up in Article 11 Section 5, with exception of Compositions.
- B. The Chief of Police shall respond to the employee and the FOP president, in writing, within ten (10) calendar days from the date he received the Grievance or Disciplinary Appeal.

Step 5. If the Grievance or Disciplinary Appeal is still unresolved after receipt of the answer from the Chief of Police, the Grievance or Disciplinary Appeal may be submitted to the City Manager within ten (10) calendar days from the date the Chief of Police's response is received by the employee. The City Manager shall review the Grievance or Disciplinary Appeal and issue his response to the Chief of Police, the FOP president and the employee within ten (10) calendar days.

At no time during this procedure will an employee be threatened with increased punishment or disciplinary action.

SECTION 4. If the Grievance or Disciplinary Appeal is unresolved after receipt of the answer from the City Manager, the FOP may request that the matter be submitted to impartial arbitration. This request shall be made in writing to the City Manager's answer to the Grievance or Disciplinary Appeal and the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Such request for arbitration shall be submitted to the City Manager's office within sixty (60) calendar days of receipt of the City Manager's response to the Grievance or Disciplinary Appeal.

- A. Within five (5) calendar days from the receipt of such panel, a representative of the FOP and the City shall meet and alternately strike names until one (1) arbitrator remains, whom shall be selected as the impartial arbitrator.
- B. The party requesting arbitration shall strike the first name. The arbitrator so selected shall call a hearing to be held within ten (10) calendar days after the date of his selection and shall give at least seven (7) calendar days notice, in writing, to the FOP and the City of the time and place of such hearing.
- C. The hearing shall be concluded within twenty (20) calendar days from the time of commencement. Within ten calendar (10) days after the conclusion of the hearing, the arbitrator shall issue a written opinion containing the findings and recommendations with respect to the issues presented. A copy of said opinion shall be mailed or otherwise delivered to the FOP and the City.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provision of this Agreement, or any

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supplements thereto or amendments thereof. This shall not preclude individual wage grievances.

- E. The hearing shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relevant or pertinent to the issues presented to the arbitrator for determination.
- F. With respect to the interpretation, enforcement or application of the provisions' of this Agreement which do not relate to the statutory and Charter authority of the City Council and the City Manager, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- G. The cost of the arbitrator shall be shared equally between the FOP and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it.

All time limits set forth in this article may be extended by mutual consent between the employee and the Chief of Police but, if not so extended, they must be strictly observed. If either party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided and the Grievance is at the level of Lieutenant, or FOP Grievance committee the Grievance shall immediately go to the level of the Chief of Police. If the Grievance or Disciplinary Appeal is at the level of Captain, Major, Assistant Chief, Chief of Police, or City Manager and a party fails to pursue any Grievance or Disciplinary Appeal within the time limits provided, in case of the employee, he shall have no right to continue the Grievance or Disciplinary Appeal; in the case of management, it will be deemed a response in favor of the employee's remedy.

It is specifically and expressly understood that filing a Grievance or Disciplinary Appeal under this article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights of both parties, the FOP or the Employer, to litigate or otherwise contest the last answer rendered under the procedures set forth in this article in any court or other appeal forum.

SECTION 5. The FOP president or his authorized representative may report an impending Grievance or Disciplinary Appeal to the Chief of Police in an effort to forestall its occurrence.

ARTICLE 11

POLICE OFFICER BILL OF RIGHTS

SECTION 1. POLICE OFFICER BILL OF RIGHTS

- A. The FOP acknowledges that the governmental administrators and Chief of Police of Midwest City have the right to establish reasonable rules and regulations for processing complaints against police officers and for disciplining police officers for cause.
- B. When existing rules and regulations or policy are changed, or new rules, regulations or policy are established, they shall be posted prominently on all department bulletin boards and furnished to each commander, who will be responsible for dissemination of written copies of the changes to each officer under his supervision. Memos which permanently alter or change Policy and Procedure, General Orders, or Regulations, shall be incorporated into those documents on a quarterly basis.
- C. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against police officers that he receives from any person.
- D. In order to properly delineate and protect the rights and responsibilities of members of the Midwest City Police Department with regard to disciplinary matters, the following provisions are hereby made a part of the rules and regulations of the Department.
- E. Whenever an officer is under investigation and is subject to interrogation by members of the department for any reason that could lead to disciplinary action, demotion or dismissal, such investigation will be conducted in a professional manner as follows:

SECTION 2. COMPLAINTS

The procedures established herein shall be used when a complaint is registered against any employee of the Midwest City Police Department by anyone who makes allegations which, if true, would constitute an infraction of some policy, procedure, rule, regulation or law governing the personnel of the Midwest City Police Department.

Critical complaints shall be defined as any offense that, if proven, could result in a violation of local, state or federal laws or, if verified, would result in a demotion, any loss of pay or termination of employment.

All other complaints shall be defined as Non-Critical.

A. Receipt of Complaints

1. Any employee of the Midwest City Police Department receiving a complaint regarding employee actions shall immediately refer the complainant to a supervisory officer who shall immediately reduce the complaint to writing. The supervisory personnel then shall obtain the basic information if known (date, time, complainants name, address and telephone number, nature of complaint, name(s) of witnesses), and then immediately forward the complaint to the Chief's Office.
2. All complaints shall be made in writing, with sufficient specificity so as to fully inform the officer of the nature and circumstances of the alleged violation, in order that he/she may be able to properly defend himself or herself.
3. Written complaint forms shall be available at all commanders' offices.
4. When a complaint is received at the Chief's office, it may be assigned to the Internal Affairs or sent to the respective employee's commander, at the discretion of the Chief of Police or his Designee.
5. If the complainant declines cooperation in any manner, or refuses to sign a formal complaint if asked, the supervisor's inquiry will be brief, if not ceased immediately, unless the allegation is one of a criminal nature or one defined as a critical complaint.
6. Any investigation critical or non-critical shall be started and completed within thirty (30) days or sooner if possible from the act or its discovery, or ten (10) calendar days after the completion of criminal complaint/investigations (whichever is greater). This shall include written notification of proposed disciplinary action, which results from the investigation. Any form of disciplinary action which results in any loss of pay, demotion or termination, shall be reviewed and approved by the Chief of Police. Any and all discipline recommended shall be started at the conclusion of the grievance process as outlined in Article 10 if applicable. An extension may be granted, for critical complaints only, by the City Manager upon receipt of written justification, provided to all appropriate parties not to exceed an additional ten (10) working days.

B. Notice to Officer:

The accused officer shall be furnished a copy of the affidavit that contains the alleged wrongdoing and the full name of the complainant, before the accused officer is interviewed or disciplined. This notice requirement shall not prohibit the conducting of an independent investigation by the Chief, or his designee, prior to notice provided, however, this independent investigation shall cease immediately upon the determination of the substance. After notice, the accused officer may elect to postpone any interview for a mutually agreeable reasonable time.

C. Investigation of Complaints:

1. An investigation shall begin immediately upon receipt of a complaint at any supervisory level, as assigned by the Chief's office.
2. Investigation of telephone and anonymous complaints shall be made only at the direction of the Chief of Police, and then only if the allegation is of a criminal nature or if the allegation is a critical complaint by definition.
3. Any written or recorded statement made by the complainant to an investigating officer shall be made available to the complainant, affected officer or FOP upon request by the complainant, affected officer or FOP.
4. The employee under investigation cannot discuss the subject matter of the inquiry with anyone other than the employee's labor representative and attorney during the investigation. The complainant must not be contacted under any circumstance during the investigation.
5. The officer in charge of the investigation will, if warranted in his judgment, ask the complainant to take a polygraph test administered by a qualified operator. The investigator will also inform the complainant that he may be asked to appear at a board of inquiry for the purpose of giving testimony regarding his complaint.

D. Withdrawal of Complaint:

If a complainant expresses the desire to withdraw his/her complaint and has no desire to pursue the complaint further, he/she will be requested to sign a "Complaint Waiver Form" so that the case can be closed. Internal Affairs will take complaint waivers they receive to the Chief's office; supervisors will forward complaint waivers they receive through the chain of command.

SECTION 3. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION:

A. Whenever a law enforcement officer is under investigation and is being interviewed by members of his agency, for any reason which could lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
2. The interview shall take place either at the office of the commander of the investigating officer, or at the office of the Internal Affairs Unit or Police Unit in which the incident allegedly occurred, as designated by the investigating officer.
3. The officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing officer and all persons present during the interview. All questions directed to the officer being interviewed shall be asked by and through one interviewer at any one time.
4. Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
5. The law enforcement officer being interviewed shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
6. During internal affairs and critical complaint investigations, the interview of the law enforcement officer who is the subject of Complaint, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.

- B. No officer shall be discharged, disciplined, demoted or denied promotion, transfer or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment by reason of his exercise of his rights.

SECTION 4. CRIMINAL INVESTIGATION:

If an officer is arrested, or likely to be arrested, or is a suspect in any criminal investigation, he/she shall be afforded the same constitutional rights as are accorded a civilian including, but not limited to, the right to remain silent, the right to counsel, and shall be notified of these rights before any questioning commences. Nothing in this provision shall prevent the suspension with pay, or reassignment, of such officer pending internal disposition of such charge.

CIVIL SUITS:

Police officers named as defendants in any civil lawsuit for actions taken while performing in an official capacity as a police officer for the City of Midwest City Police Department have the same rights accorded any litigant in a civil suit. The Employer recognizes its responsibility pursuant to Title 51' Oklahoma Statutes, Section 151 et seq., as amended, to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirement.

SECTION 5. INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:

- A. The purpose of this Section is to establish an Internal Board of Inquiry and Recommendation designed to inquire into or investigate all allegations of misconduct by officers presented to it.
- B. THE INTERNAL BOARD OF INQUIRY AND RECOMMENDATION:
1. The Chief of Police shall have available to him an Internal Board of Inquiry and Recommendation that will inquire into or review all allegations of misconduct presented to it by the Chief of Police. The Chief of Police shall confer with the Human Resources Director as to appropriateness of utilization of such Board on matters that could involve demotion, suspension without pay or termination and will mutually agree as to whether or not to utilize such Board.
 2. Following such inquiry, it shall then make recommendations on its determination to the Chief of Police.

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3. The Board, as indicated, is comprised of two areas of responsibility, one of inquiry and one of recommendation; thus, the inquiry may be extended to matters of policies and procedure for which a need may be indicated by the initial incident inquiry.
4. Composition:
 - (a) The Board of Inquiry will be chaired by an officer appointed by the Chief of Police, with the hearing being conducted informally.
 - (b) The Board of Inquiry will be comprised of five (5) officers. These officers will be selected by a random drawing process. The officer before the Board will accomplish the drawing in one of the following manners according to his grade.

Examples:

- 1) If an incident involving a Patrol Officer/Sergeant is being reviewed, the make-up of the Board will be four (4) Lieutenants, and one (1) Captain.
 - 2) If an incident involving a Lieutenant is being reviewed, three (3) Lieutenants, one (1) Captain and one (1) Major.
 - 3) The officer before the Board may challenge and have removed from the Board one member and replace that member with one of equal grade of his choosing.
- (c) In no event will there be a member of the Board of lower rank than the subject officer.
 - (d) Any action involving a Captain or above will be handled personally by the Chief of Police.
 - (e) Persons who were directly involved in the incident or in the investigation of that incident being brought to the Board will not be selected to serve on the Board.
 - (f) The selection process will be completed prior to the FOP selecting a member of the Police Department to witness the proceedings.

5. Procedure:

- (a) Internal Affairs will present the case to the Board.
- (b) The subject Officer is privileged to participate in the hearing or remain silent; however, he/she may be compelled to, answer questions from the Board.
- (c) The officer before the Board is permitted, in fact urged, to be represented and aided by another officer of the department. The officer may choose anyone he/she wishes to represent the officer, up to and including Major.
- (d) By mutual consent, the proceedings may be recorded, and either party may request a copy of the tape at their own expense.
- (e) Rules of evidence shall not apply to the proceedings.
- (f) The Board may accept investigative reports as full and fair statements of facts unless the officer presents contrary evidence.
- (g) The scope of the inquiry shall address specifically, directly and narrowly the allegation before the Board.
- (h) The proceeding of the Board shall be maintained in confidence until the close of the inquiry and results given the Chief of Police to the subject officer.
- (i) No evidence, presented by the Internal Affairs office shall be reproduced or any way copied by any member of the Board.
- (j) The only other persons permitted at the hearings include an aide to the Chief of Police, the City Manager or his designee, a member of the Police Department selected by the legal bargaining agent and one member of the Oklahoma Bar Association. These persons may only act as observers and will not participate in any way in the hearing.
- (k) The Chairman of the Board, will to a large measure determine its success; his position, therefore, will be one of impartiality and objectivity so that he will not influence the Board except in the maintenance of decorum, dignity and control of conduct.

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- (1) On completion of the inquiry, the Chairman and all others except the five (5) members of the Board will be excused.

6. The Board of Inquiry becomes an independent Board of Recommendation at this point:

- (a) The five-officer Board will then be chaired by the senior officer of the highest rank.
- (b) Each member shall participate fully in the deliberations.
- (c) At the conclusion of its deliberation, if the Board has found a basis for the complaint on a preponderance of evidence, it will call the Chief of Police, the immediate supervisor of the subject officer and the subject officer and his/her representative (if the employee so chooses). If the Board has found no basis for the complaint, it shall move immediately to Step f. below.
- (d) It will then ask for a general statement from the immediate supervisor on the work record and reputation of the subject officer and a specific recommendation of disciplinary action if he wishes to make one. The HR department should then give the Board the personnel record file of the subject officer for review. Red Books, supervisor diaries or their electronic equivalents for the current performance evaluation period shall be reviewed.
- (e) At this time, the Chief of Police, the immediate supervisor and the subject officer will again leave the Board so that it may determine its recommendation.
- (f) A recommendation will be made by the directly to the Chief of Police by memorandum.
- (g) While the Chief may accept, modify or reject the recommendation, it should be the basis for his final decision. In the event the Chief of Police does not follow the recommendation of the Board, he shall state his specific reasons therefore in writing to the subject employee.

- (h) With the concurrence of the Chief of Police, the Board may be expected to continue its deliberations and inquiry into matters of policy and procedure which may be presented in an additional memorandum to the Chief of Police for his consideration.

SECTION 7.

COMMUNICATIONS

1. Communications, or requests made in writing directed through the chain of command, shall receive a response in writing.
2. Acknowledgment to a written communication or request shall be made within fifteen (15) calendar days of it being placed into the chain of command.

ARTICLE 12

HOLIDAY PAY

SECTION 1

All employees covered by this Agreement shall be entitled to one hundred hours off per contract year for which they shall receive pay at their regular rate and which are available to all employees July 1 of each year,

SECTION 2.

A maximum of sixty hours (60) of holiday pay not utilized by the employee during the contract year prior to the last day of the last pay period ending in June shall be paid for by the Employer at a rate of straight time for hours not used. This payment shall be in addition to the employee's regular pay, with payment being made with the first payroll check in July.

SECTION 3.

Holiday pay may be utilized in no less than one quarter $\frac{1}{4}$ (.25) hour increments.

SECTION 4.

Upon termination of employment, for any reason, the employee shall receive pay at his/her regular hourly rate of pay. The employee shall be paid for his /her unused holiday pay at a rate of 3.85 hours per pay periods from July 1st. Any time over twenty pay periods of service shall result in full payment of unused holiday pay. If the employee has used more holiday pay than earned by the probation, his/her final check will be adjusted by his/her current rate of pay.

ARTICLE 13

VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

<u>Length of Service</u>	<u>Leave Accrued</u>
12 - 59 months	4.2 hours per pay period
60 - 119 months	5.1 hours per pay period
120-179 months	6.0 hours per pay period
180-239 months	7.0 hours per pay period
240 or more months	7.85 hours per pay period

SECTION 2. Vacation leave may be accumulated up to a maximum of two hundred sixteen (216) hours. At the end of the calendar year, all approved accumulated leave in excess of 216 hours shall be paid at the rate of straight pay, with payment being made on the second payday in January.

SECTION 3. No more than a total of twelve (12) days vacation and personal leave shall be taken in succession without the prior approval of the Chief of Police. Vacation leave may be utilized in no less than one quarter $\frac{1}{4}$ (.25) hour increments.

SECTION 4. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued vacation leave hours.

ARTICLE 14

SICK LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to accrue twelve (12) days sick leave per year. Employees shall accrue 4.6 hours sick leave per pay period.

SECTION 2. Sick leave may be accumulated up to a maximum of eleven hundred hours (1100). Pay for accumulated hours over the maximum amounts shall be computed at the rate of one hour's pay for every two (2) hours accumulated. Pay shall be figured at the end of the calendar year and payment shall be made on the second payday in January

SECTION 3. Permanent employees are the only employees eligible to take sick leave with pay. Sick leave shall be granted for the following reasons: personal illness or physical incapacity, enforced quarantine of the employee in accordance with community health regulations, medical and dental appointments (not to exceed four (4) hours each) and an

illness of a member of the employee's household that requires the employee's personal care or attention.

SECTION 4. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevents him/her from performing the duties of his/her position. A statement for sickness may be required for less than three (3) days at the discretion of the Chief of Police.

SECTION 5. Upon termination of employment with less than ten (10) years continuous municipal employment, no payment shall be made to the terminating employee for unused sick leave. Upon termination of employment after ten (10) years of continuous municipal employment for any reason, the terminating employee shall receive payment for all accrued sick leave. All hours of accrued sick leave shall be paid at fifty percent (50%) of the employee's regular hourly rate of pay. One hundred (100) percent of the sick leave balance shall be paid to the employee's named beneficiary in the event an employee is killed in the line of duty, defined as follows: A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as a member of the Police Department.

SECTION 6. Sick Leave Saving Incentive.

- A. Employees who use three (3) shifts or fewer per calendar year shall receive incentive pay in the following manner: For the purpose of calculation, shifts shall be used in hours according to employees work schedule.

Eight (8) hour employees:

0 Hours sick leave used \$900
1-8 hours sick leave used \$500
9-16 hours sick leave used \$300

Ten (10) hour employees:

0 Hours sick leave used \$900
1-10 hours sick leave used \$500
11-20 hours sick leave used \$300

Pay for sick leave savings will be figured at the end of the calendar year at the pay rate of straight hourly pay and shall be paid on the second payday in January. An employee who receives an off duty injury may be granted light duty status. Although he is assigned to light duty work status, the first one (1) through four (4), days of that assignment shall be counted as sick leave in computing his/her sick leave incentive pay. The employee shall not be required to use his/her sick

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leave for this deduction to occur during his/her light duty work assignment (injured off duty). This shall not change the manner in which on duty injuries are handled.

ARTICLE 15

INJURY LEAVE

SECTION 1. An officer injured on the job shall continue to receive his/her regular rate of pay during absence from work not to exceed six (6) calendar months from the date of injury; provided, however, after the first ninety (90) days, a physician's statement verifying the officer's inability to perform assigned duties shall be required at thirty (30) day intervals to carry said officer on paid injury leave. The officer shall not make any type of pay back concerning his/her regular pay received while absent from work.

SECTION 2. If, during the six months of injury leave, it is determined by the Police Pension and Retirement Board, based on medical evidence, that the injured officer should be medically retired, and he/she is so retired, then the injury leave shall cease.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with pursuant to Title 85 and Title 11, Oklahoma Statutes, et seq., as amended, Oklahoma Police Officers Pension and Retirement Systems, additions and amendments.

ARTICLE 16

CHILD BIRTH LEAVE

SECTION 1. The Family Medical Leave Act shall be followed by the employees and the Employer.

SECTION 2. An employee on child birth leave shall notify the Chief of Police thirty (30) days in advance of the date he/she intends to return to work.

SECTION 3. Approved childbirth leave shall not constitute a break in service. The employee shall not lose seniority or accrued benefits while on birthing leave, but accrual of additional benefits shall not be permitted during that period. Time spent on birthing leave without pay

shall not be used in computing longevity or time-in-step for merit increases. At the expiration of birthing leave, the employee shall be returned to the next available position of the same class and grade.

SECTION 4. The Employer shall comply with the Pregnancy Discrimination Act and shall not treat leave due to pregnancy any differently than other types of medical leave.

ARTICLE 17

EMERGENCY LEAVE

SECTION 1. Emergency leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Chief of Police; an unscheduled hospitalization of a member of the employees immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's immediate family which requires for immediate action; or the death of a member of the employee's immediate family (parents, grandparents, grandchildren, sons, daughters, brothers, sisters, spouses, father-in-law, mother-in-law, dependent members of the employee's immediate family and, in case of where the employee was raised by persons other than natural parents, those persons who acted in the capacity of the natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family in Section I above, emergency leave may be granted, subject to the limitations noted herein.

SECTION 3. The maximum number of working days allowed per year is seven (7).

SECTION 4. Additional emergency leave may be granted at the discretion of the City Manager.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section 1 above, an employee may be granted one shift of emergency leave with pay. Definition of family in this section shall be all relatives once removed from the employee's immediate family.

ARTICLE 18

MILITARY LEAVE

SECTION 1. Military leave for active duty other than for National Guard or Reserve Training shall be governed by the following provisions:

- A. Eligibility. Any represented officer who leaves the Employer's service for military duty shall be placed on military leave without pay.
- B. A represented officer going on military leave may use, freeze, or be paid in full all of his/her accrued Vacation Leave, Personal Time Off, Compensatory Time at the employees discretion. If frozen, all leave will be restored to the represented officer upon return from active military leave.
- C. A represented officer's sick leave shall be frozen or paid as appropriate under Article 14 of the CBA while he/she is on military leave. When the represented officer returns to the employer's service, he/she shall have his/her sick leave restored.

The employer and all represented officers will comply with all federal and state laws as they pertain to military service and use of military leave.

SECTION 2. Military leave for National Guard or Reserve training shall be governed by the following provisions:

- A. All represented officers who are members of a reserve component of the Armed Forces or the National Guard shall be entitled to military leave for the purpose of annual camp and regular drills without the loss of base pay during the first thirty (30) calendar days of such leave of absence during any federal fiscal year (October 1-September 30). However, the represented officer will not be entitled to any pay other than base pay, such as car allowance, while on military leave.
- B. In the event that the military training for which military leave is requested is optional and the represented officer volunteered for such school, training or duty, all such military leave will be without pay; however, the represented officer may be permitted to schedule vacation for such purpose at the discretion of the Chief of Police.
- C. The represented officer shall present the Chief of Police

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a copy of his/her orders to report for annual active duty training a minimum of ten (10) working days prior to departure on leave (or as soon as known). The represented officer shall also provide the Chief of Police with notice of his/her drill schedule within ten (10) working days of receipt of the schedule.

- D. A represented officer who is a member of the reserve component of any branch of the Armed Forces or the National Guard who is ordered to active duty as a result of a state or national emergency is entitled to leave of absence without loss of pay during the first thirty (30) calendar days of such leave unless his/her being ordered to active duty is because of (a) his/her own request or (b) a failure to fulfill the contractual obligation to the Armed Service.

ARTICLE 19

HOURS OF WORK

SECTION 1. The standard work period shall be 28 days in length comprised of eight (8) or ten (10) hour shifts. In the event an employee's shift schedule is changed, the existing mathematical ratio of duty days on shall be adjusted in regard to shifts off within 30 days of undertaking the new duty schedule.

The standard work period for eight-hour employees shall be 28 days in length composed of eight (8) hour shifts with five (5) consecutive days on duty and two (2) consecutive days off duty. The existing two (2) rotating shifts system in effect on the date of this Agreement shall be maintained.

The standard work period for investigations employees shall be 28 days in length composed of ten (10) hour shifts with four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday or Saturday, Sunday, Monday.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the two Investigation Bureau shifts of operation. It is agreed that the two shifts shall begin no earlier than 0700 hours and end no later than 2200 hours. An exception to these hours of work may be necessary to address specific crime problems as identified by Police Department Management. These changes in the hours of work shall not exceed fourteen calendar days at a time.

The FOP recognizes the necessity for flexibility as to the actual hours of work of the Traffic Enforcement shifts, comprised of the four Motorcycle Officers. A Ten (10) hour shift system shall be maintained for the Traffic Enforcement shifts, eight (8) consecutive days on duty followed by six (6) consecutive days off duty.

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Field Operations Bureau shall maintain the ten (10) hour shift system comprised of four (4) shifts, with eight (8) consecutive days on duty, followed by six (6) consecutive days off duty. The hours of each shift shall be posted during the shift bid cycle.

A "Shift - Bidding" program will go into effect at the time of this Agreement for the Field Operations Bureau. With the following categories and ranks being separated into categories

1. Field Training Officers
2. Sergeants and Patrol Officers
3. SWAT team members

If an officer is listed in more than one of the special categories of Field Training Officers, Motor Officers or SWAT team members, his/her choice shall be subject to the following priority of categories.

Priority I: Field Training Officers
Priority II: SWAT Team Members

EXAMPLE :

An officer is a Field Training Officer and a SWAT team member and he/she bids Shift I in both categories. Three other field officers are senior to this officer, but he/she is the most senior officer on the SWAT team. The officer would not be awarded his/her first choice because the category of Field Training Officers is a higher priority category.

Each officer within a category will submit a bid in writing, indicating his/her four (4) choices of shifts he/she wishes to be assigned to for the bidding cycle; the first choice being the shift most desired and the third choice being the least desired.

The cycle will be for one (1) year and the shifts assigned will be determined by seniority in the category the officer is in. Depending on the officer's seniority and the shifts requested by the officer, the officer will be assigned to his/her first choice unless that shift is already filled with officers with more seniority. At that time, the officer will be assigned to his/her second choice unless it is also filled with officers with more seniority. The third choice of the officer will then be assigned, unless it is also filled with officers with more seniority. The fourth choice of the officer will then be assigned if the officer does not have the seniority for the other requested shifts.

The District assignments and days off assigned to them for the coming Shift Bidding year shall be posted no later than the first day of November each year.

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The written bid will be turned in to the Field Operations Commander between November 1 and November 30 of each year and the shift cycle will commence on January 1 of each year. The only shift transfers other than outlined in the bidding process will occur upon promotion (Seniority Article shall apply), agreements between two (2) officers of the same category to trade shifts, vacancies upon shifts that are posted and bids will be taken by seniority, and temporary shift shortages, or short term special projects requiring additional manpower. Any officer not submitting a bid within the dates outlined above, without special permission, will be assigned to the shift with vacancies after all other officers are assigned. Any other transfers (reassignments) will be from disciplinary action and subject to Article 10 of this Agreement.

The Chief of Police may, under Article 5 Management Rights, assign officers to other shifts or special assignments for a period not to exceed four (4) months appointment. At the conclusion of such time the affected officer shall return to his/her normal shift assignment as bid under the provisions stated above. By mutual agreement of the affected officer and the Chief of Police, the time period may be extended to, but not exceed, eighteen (18) months appointment.

An assignment to the Investigations Division as an Investigator shall be for a minimum of twenty four (24) months with no maximum time assigned. By mutual agreement of the affected officer and the Chief of Police, the minimum time period may be changed to less than twenty four (24) months.

The "shift bidding" process will not affect the assignment of probationary police officers to such shift(s) as the Chief deems appropriate for training purposes. Upon successful completion of their entry-level probation period, such officers shall be required to bid on shift assignments on the basis of seniority in the manner stated above.

SECTION 2. Employees required to perform duties in association with their position outside their normal shift shall, at their option, be paid or receive compensatory time.

- A. If payment is received, the employee shall receive pay at one and one-half his/her total hourly rate for each hour worked outside his/her normal shift. The total hourly rate of pay shall include the regular rate of pay and shift differential plus Longevity pay if the shift differential or longevity pay is received on a regular basis.
- B. If compensatory time is received, the employee shall be credited with one and one-half hours compensatory time for each hour worked outside his/her normal shift.
- C. Employees required by the Employer to receive training outside their regular work period shall be paid their

regular rate of pay. The Chief of Police or his designee may adjust an officer's regular work period within the officer's work cycle to accommodate the receiving of training. Represented officers required to attend training during their regular work cycle shall be provided with ten (10) hours off duty with pay immediately prior to each day of class or training.

Employees who are instructing outside of their regular work period shall be allowed to choose between being paid at a rate of one and one half hours for each hour worked, or receiving compensatory time at a rate of one and one half hour for every hour worked.

SECTION 3. Employees who are called back to duty during their normal off duty hours shall receive a minimum of three (3) hours compensatory time or three (3) hours pay, at their option. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officers' regular shift shall be paid at the rate of one and one half hour for every hour. This section does not apply to any litigant who names the city as a defendant or any one subpoenaed by the plaintiff.

- A. "Court Time Compensation" Employees who are called back to duty during their normal off duty hours, to attend Department of Public Safety Hearings, which shall include Phone Hearings, Municipal, District and Federal Court, shall receive a minimum of three (3) hours compensatory time or pay, at time and one-half for all court appearances in which they are subpoenaed and appear. However, officers who are called back less than three hours prior to the beginning of their regularly scheduled shift shall receive the actual time prior to his reporting for his/her shift. This time prior to the beginning of the officer's regular shift shall be paid at the rate of one and one half hour for every hour.

Employees whose call back is canceled prior to them reporting for work will only receive one (1) hour compensatory time or pay.

SECTION 4. Compensatory time shall be taken at such time so as not to impede the operation of the department as determined by the chief of Police. Overtime shall be approved in accordance with departmental policy. Employees shall be allowed to accumulate eighty (80) hours of

compensatory time. Over eighty (80) hours will result in automatic cash payment for overtime worked.

- A. **SIU Employees.** Employees assigned to Special Investigations Unit (SIU) and School Resource Officers (SRO), and Community Action Officers (CAO) shall be allowed to accumulate four hundred (400) hours of compensatory time while assigned to SIU or School Resource duties. Compensatory hours above four hundred (400) hours will result in automatic cash payment for overtime hours worked. Employees who transition from any of these assignments shall have their accumulated compensatory time placed into their compensatory bank. Employees transferring from any of these assignments shall have half of the accumulated compensatory bank transferred as use or lose time within one (1) year from date of transfer.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred from any of these assignments (see Section 4 this article). The employee shall keep the remaining time until the employee uses it or terminates. Any new compensatory time earned once transferred from any of these assignments shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

- B. Employees assigned to Criminal Investigations shall be allowed to accumulate eighty (80) hours of compensatory time while assigned to the division. Compensatory hours above eighty (80) hours will result in automatic cash payment for overtime hours worked. Employees who transition from their respective division shall have their accumulated compensatory time placed into their compensatory bank.

The Employer shall not be required to pay the employee for any compensatory time over eighty (80) hours which was transferred (see Section 4 of this article.) The employee shall keep the time until the employee uses it or terminates. Any new compensatory time earned once transferred shall be handled according to Section 4 of this article. The employee shall not be forced to use compensatory time by the Employer.

SECTION 5. Upon termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all accrued compensatory hours.

SECTION 6. The Employer agrees that officers shall not be required to perform duties normally performed by other municipal departments except in an emergency situation or where danger to life, health or

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property exists. The determination of these situations shall be made by the City Manager and/or anyone properly acting in his capacity.

ARTICLE 20

WAGES

SECTION 1. All police officers that are promoted into the Sergeant rank will be placed in the Sergeant step showing the smallest increase in pay.

SECTION 2. Employees covered under the bargaining agreement shall receive a ~~4.4%~~ **6.0%** across the board increase to the pay scale for fiscal year ~~2020/2021~~ **2022/2023** which will be effective ~~July 1, 2021~~ **July 1, 2022**, as reflected in Addendum A, and shall receive a **2.0%** across the board increase to the pay scale for fiscal year **2023/2024** which will be effective July 1, 2023, as reflected in Addendum B.

ARTICLE 21

**SPECIAL ASSIGNMENT/HAZARDOUS DUTY/
MOTORCYCLE OFFICER/FIELD TRAINING OFFICER/
K-9 (CANINE) HANDLER**

SECTION 1. Special Assignment is defined as any of the following positions: Detective, Special Investigations, Community Action Officer, School Resource Officer, and Explorer Post Advisor, SWAT, Motor Officers, and Bilingual Officers. Officers assigned duty that is managed outside of this department (e.g. FBI, Violent Crimes Task Force).

1. Officers assigned as Detective shall have reached the rank of Sergeant prior to being assigned.
2. Hazardous Duty Assignment is defined as any of the following positions: Special Weapons and Tactics Team Officers.

Selection process for above Special Assignments and Hazardous Assignments to be designed by management to meet the needs of management.

At the time of posting of the opening in a Special or Hazardous Assignment, the minimum duration of assignment shall also be posted and the successful applicant shall be guaranteed the posted duration of assignment unless the employee voluntarily withdraws from the assignment or the employee is removed for the unwillingness or inability to perform duties assigned after appropriate counseling, training and developmental measures have been exhausted.

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It is understood and agreed that this article does not preclude management from specially assigning an employee of a higher rank than Sergeant position; however, in the event management elects to specially assign an employee of higher rank than Sergeant, that employee shall not lose any seniority status, benefits or monies for the duration of the assignment and shall be returned to the position formerly held prior to the special assignment.

- A. Officers who are assigned as Field Training Officers (FTO) shall receive additional pay in the amount of fifty dollars (\$50.00) per shift in which an FTO has a Police Officer, or a Probationary Police Officer assigned to him/her for more than one-half (1/2) of the regularly scheduled shift.
 - 1. Field Training Officers shall be selected from the rank of Sergeant.
 - 2. Only certified Field Training Officers (FTO) selected in a process designed by management to meet the needs of management shall conduct Field Training Officer duties. Assignment of probationary officers shall be done on a rotating basis with the intent being that each FTO shall receive an equal number of training assignments.

- B. Effective October 24, 2007 employees assigned the task of being a K-9 (Canine) Handler, who cares for, houses and is responsible for handling a Midwest City Police Canine (to include bomb dog, patrol dog and drug dog) shall receive 30 minutes (time off), during each shift worked, for their off-duty care and handling of the dog(s) assigned to them. This time off shall occur the first or the last 30 minutes of the shift, as determined by management. In the event the handler is not allowed the time off they will receive 30 minutes of compensatory time figured at straight time.
 - 1. K-9 (Canine) Handlers shall receive compensation in the form of 60 minutes compensatory time for the off-duty care and handling of the dog(s) assigned to them which occurs on days that the handler does not work a shift. The rate of compensation shall be figured at straight time.
 - 2. K-9 Handlers shall receive compensation in the form of compensatory time for veterinary appointments for their assigned dog(s) which occur outside of the handler's normal shift. The rate of compensation shall be figured at straight time for every hour spent going to and from the veterinarian's office and the time spent at the office. Handlers shall be required to notify the K-9 Supervisor as

soon as possible after an emergency visit, and prior to routine veterinarian appointments.

3. K-9 (Canine) Handlers shall be allowed to accumulate compensatory time earned by the off duty care of their assigned dog (s). This bank shall be separate from the compensatory time bank found in Article 19, Section 2 through Section 4.
4. A total of eighty (80) hours of compensatory time earned by the off duty care of their assigned dog(s) shall be carried over into a new contract year. Time in excess of the eighty (80) hour bank shall be paid to the handler at the end of the contract year. At a rate of one hours pay for one hour of compensatory time.

Upon Termination of employment for any reason, the terminating employee shall receive pay at his/her regular hourly rate for all compensatory time earned by the off duty care of the assigned dog(s).

5. K-9 (Canine) Handlers required to perform duties in association with their position outside their normal shift, other than care for the dog(s), shall be compensated in accordance with Article 19.

- C. Officers who are assigned as Spanish and/or American Sign Language interpreters shall receive additional pay in the amount of thirty dollars (\$30.00) per pay period. Such officers shall complete a mutually agreed upon system, demonstrating at least basic fluency in the assigned language prior to receiving the special assignment pay. Officers receiving such pay will be required to serve as interpreters on an as-needed basis.

ARTICLE 22

ACTING OUT OF HIGHER CLASSIFICATION

Section 1. Any employee covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds for thirty-one (31) consecutive days, in conformance with departmental policies and retroactive to and including the first day, shall be paid at the rate for that position or rank while so acting. No payment shall be made if service is voluntarily broken for more than two (2) days (shifts) during the 31-day period.

Sick leave, emergency leave or previously scheduled holiday pay (leave) shall not constitute broken service.

SECTION 2. The Employer agrees that employees who act out of higher classification shall be compensated at the rate of pay they would receive were they permanently promoted to the higher classification.

ARTICLE 23

TRAVEL EXPENSES

SECTION 1. When an employee is required to furnish his/her own transportation to conduct City business, the employee shall be reimbursed the same rate as city policy for each mile as determined by the most direct route.

SECTION 2. Employees shall be reimbursed for all parking fees at actual cost.

ARTICLE 24

PENSION CONTRIBUTION

SECTION 1. The City of Midwest City and all eligible commissioned officers shall continue to participate in the State Police Pension and Retirement System pursuant to Title 11, Oklahoma Statutes, Section 50-101, et seq., as amended.

SECTION 2. The employee shall contribute to the pension fund an amount equal to eight percent (8%) of his/her regular pay plus pay (8%) of his/her longevity pay.

SECTION 3. The Employer shall contribute to the pension fund an amount equal to thirteen percent (13%) of the employee's regular pay plus thirteen percent (13%) of the employee's longevity pay.

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ARTICLE 25

LONGEVITY

SECTION 1. All employees covered by this CBA shall be eligible for Longevity benefits according to the following schedule; effective July 1, 2021 the Longevity benefit will begin on the fourth (4) year of service:

	Years of Service	Annual Longevity	Payday Longevity Pay	Hourly Longevity Pay
\$150.00	4	\$600.00	\$23.08	\$0.29
\$150.00	5	\$750.00	\$28.85	\$0.36
\$150.00	6	\$900.00	\$34.62	\$0.43
\$150.00	7	\$1,050.00	\$40.38	\$0.50
\$150.00	8	\$1,200.00	\$46.15	\$0.58
\$150.00	9	\$1,350.00	\$51.92	\$0.65
\$150.00	10	\$1,500.00	\$57.69	\$0.72
\$150.00	11	\$1,650.00	\$63.46	\$0.79
\$150.00	12	\$1,800.00	\$69.23	\$0.87
\$150.00	13	\$1,950.00	\$75.00	\$0.94
\$150.00	14	\$2,100.00	\$80.77	\$1.01
\$150.00	15	\$2,250.00	\$86.54	\$1.08
\$150.00	16	\$2,400.00	\$92.31	\$1.15
\$150.00	17	\$2,550.00	\$98.08	\$1.23
\$150.00	18	\$2,700.00	\$103.85	\$1.30
\$150.00	19	\$2,850.00	\$109.62	\$1.37
\$150.00	20	\$3,000.00	\$115.38	\$1.44
\$150.00	21	\$3,150.00	\$121.15	\$1.51
\$150.00	22	\$3,300.00	\$126.92	\$1.59
\$150.00	23	\$3,450.00	\$132.69	\$1.66
\$150.00	24	\$3,600.00	\$138.46	\$1.73
\$150.00	25	\$3,750.00	\$144.23	\$1.80
\$150.00	26	\$3,900.00	\$150.00	\$1.88
\$150.00	27	\$4,050.00	\$155.77	\$1.95
\$150.00	28	\$4,200.00	\$161.54	\$2.02
\$150.00	29	\$4,350.00	\$167.31	\$2.09

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\$150.00	30	\$4,500.00	\$173.08	\$2.16
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SECTION 2. This payment will be in addition to an employee's base pay.

SECTION 3. Whenever an employee is eligible for the next level of longevity, the higher level pay will begin and will be in conjunction with the date of hire with the City of Midwest City.

SECTION 4. Longevity does not go into effect until the beginning of the fourth (4th) year of service as an officer and the maximum that can be received is at Thirty years of service as an officer. Longevity is calculated by taking \$150.00 a year times the years of service and will be figured hourly and paid per pay period.

ARTICLE 26

RESIDENCY REQUIREMENTS

SECTION 1. Pursuant to Title 11, Oklahoma Statutes, Section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, police officers are not required to reside within the city limits of Midwest City.

SECTION 2. Since members of the bargaining unit are not required by Title 11, Oklahoma Statutes, section 22-127, et seq., as amended, and the City of Midwest City Municipal Ordinances, members of the bargaining unit shall maintain a current active cell phone and/or land line number for recall purposes. All such employees will be required to insure the Chief's secretary / administrative assistant has updated numbers. These numbers will be kept in confidence and with established policy.

ARTICLE 27

GROUP HEALTH BENEFITS

SECTION 1. The Employer agrees to provide health, dental, vision and hearing benefits coverage for employees.

SECTION 2. The employees covered by this Agreement and enrolled in the Health Plan **Preferred Network** shall pay ~~\$77.11~~ **\$87.83** premium per pay period for the employee's health benefit and ~~\$258.64~~ **\$283.03** for their dependent spouse, or ~~\$212.14~~ **\$229.82** for their dependent child(ren), or ~~\$304.25~~ **\$335.36** for all dependents within the employees family for health benefits. Employee and dependent dental, vision and hearing benefits will be provided at no cost to the employee.

Effective July 1, 2023, the above premium amounts shall be updated to

correspond to the premium amounts established by the Life and Health Committee and approved by the City Council for fiscal year 2023-2024.

SECTION 3. If, during the term of this Agreement, the City Council approves an alternative health care program as an option to the City's health benefits plan, the City agrees to contribute to the optional program chosen by the employee an amount, equal to the City's contribution being paid by the City to the City's internally operated health benefits plan.

SECTION 4. The FOP president may appoint one member of the FOP as the FOP's representative to the Health Benefits Committee established by the City Manager. The local FOP president shall select said appointee for the entire period of this Agreement. Said appointee shall be a full voting member of the Health Benefits Committee.

SECTION 5. The Employer shall have the right to modify, alter or amend the Health Benefits Plan Document in whole or in part, provided, however, that no amendment shall diminish or eliminate any claim for any benefit to which a participant was entitled, prior to such amendment.

SECTION 6. The City shall provide life insurance for members of the Police Department with a basic benefit of thirty thousands dollars (\$30,000) and a double indemnity benefit for accidental death in the amount of sixty thousand dollars (\$60,000).

SECTION 7. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 27 for the sole purpose of modification to the premium that is referenced in section two (2) and section three (3) of the article.

In the event of an increase to the Employee Health Plan and/or employee's premium and/or the dependent premium during the ~~2013-2014~~ **2022-2024** contract years, the city agrees to pay half of the cost with employee paying the remaining half.

ARTICLE 28

SAFETY AND HEALTH BOARD AND LABOR MANAGEMENT REVIEW

SECTION 1. There shall be established a Safety and Health Board.

- A. Said Board shall have the responsibility of recommending safety and health needs to the Employer.

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- B. The membership of the Board shall be comprised of two members appointed by the FOP president and two members appointed by the Chief of Police. Said Board shall elect a chairperson from within their Board.
- C. Said Board shall meet quarterly or at such times as deemed necessary by the Chief of Police or the FOP.
- D. After each meeting of the Board, a written report shall be made and copies of it submitted to the Chief of Police, the City Manager and the FOP president.
- E. The Chief of Police shall acknowledge receipt of the report from, said Board within ten (10) days and inform the Board in writing of any administrative action taken regarding the Board's recommendations.

SECTION 2. There shall be established a Labor Management Review Board.

- A. Said Board shall be charged with reviewing accidents, shootings, grievances and other matters referred to it by the Chief of Police.
- B. The membership of the Board shall be comprised of three members appointed by the Chief of Police or designee and three members appointed by the president of the FOP or designee. Members so appointed shall serve for a period of one year. The chairperson of the Board shall be the Human Resources Director or designee.
- C. Said Board shall be convened upon order of the Chief of Police. Said Board shall conduct its business within the time span allotted by the convening order of the Chief of Police.

SECTION 3. General Provisions

- A. Members of the Safety and Health Board and the Labor Management Review Board shall be granted time off without loss of pay to attend their Board meetings and to conduct investigations deemed necessary by the Chief of Police.
- B. The FOP president and the Chief of Police shall each appoint alternate members in the event that their regularly appointed members are unable to serve.
- C. In reviewing matters other than grievances referred by the Chief of Police, the Labor Management Review Board shall serve as a fact finding body; one fact of the situation being

a determination of the appropriateness of the action taken by an individuals involved.

- D. In reviewing a grievance, the Labor/Management Review Board shall review the appropriateness of the action which is the subject of the grievance and make recommendations to the Chief.

ARTICLE 29

PROMOTION POLICY AND PROCEDURES

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 2. It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations that shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 3. Testing will be administered by the Chief of Police in accordance with the Equal Employment Opportunity Commission guidelines and the Midwest City Affirmative Action Plan. All written tests questions administered in accordance with this Agreement shall be validated prior to competition.

SECTION 4. Sergeant

A. Eligibility.

1. Applicants shall be required to have been employed for a period of four (4) continuous years of service as a police officer with this department. Applicants will be allowed to test during the 30 days prior to his/her reaching their fourth (4) anniversary date. Upon successful completion of the competency testing, the applicant shall be promoted to Sergeant once they reach their fourth (4) anniversary date. Applicants must not be on disciplinary probation or disciplinary suspension on the date of examination. Applicants must not have been reduced in grade for cause within the last twelve (12) months prior to the date of examination.
2. Advancement to the rank of Sergeant shall be made following the applicant successfully scoring seventy-five percent

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(75%) or better on a written test of "police officer" job skills, knowledge and abilities.

3. Applicants who do not successfully score seventy-five percent (75%) or better on the written test must wait a minimum of 90 days before they are eligible to re-test for the rank of Sergeant.
4. It shall be the responsibility of a police officer who has met the eligibility requirements cited in subsection 1 or 3 of this section to notify the Chief of Police, in writing, of his/her intention to take the written test.

SECTION 5. Lieutenant

A. Eligibility

Applicants shall be required to have held the rank of Sergeant for a period of one (1) continuous year. Applicants must not have been on disciplinary probation or disciplinary suspension or have been reduced in rank for just cause within the last twelve (12) months prior to the date of competition.

B. Written Examination

A written examination will be prepared by the Chief of Police or his designee. The Human Resource Director, Chief of Police or assessment facilitator and the FOP Representative shall meet prior to testing and review all test questions and answers. If any of the three representatives fail to agree upon a test question, it shall not be used. Only clear, direct questions requiring concise answers will be used. Neither trick nor ambiguous questions will be a part of the written test. The test should consist of at least one hundred (100) objective (multiple / true or false) job knowledge questions. Test questions must be obtained from materials available to all applicants, with a list of these materials posted in conspicuous places throughout the Police Department thirty (30) days prior to the date of examination.

Pass/fail on the written examination will be seventy five 75% of the highest score possible on the written examination. The top eight (8) candidates scoring seventy five percent (75%) or more of the highest score possible on the written test will qualify to compete in the assessment process. In the event of a tie for the eighth position, all officers tied for that position will be permitted to compete in the, assessment

CBA Between MWC and FOP Lodge 127 for FY ~~2021/2022~~ 2022/2024

process. The written test shall be weighted by the Chief of Police prior to testing and be included in the candidates' final score.

Grading of written examinations will consist of: The Human Resources Director will appoint a representative who shall grade the written examinations with the assistance of the designated Fraternal Order of Police observer and Chief of Police designee. Immediately following the grading and prior to the posting of the scores, all candidates will review the test together with the Human Resource Director or representative by use of an overhead projector or power point presentation. At that time, if the validity of any question is raised, the Human Resource Director Representative, the Labor Representative and the Assessment Facilitator for Management will determine whether or not the question will be counted. All grievances concerning the written test shall be filed prior to the meeting being adjourned. Any grievance will be filed with the City Manager. If a grievance is not filed, the written test scores will stand.

C. Assessment Board

The Chief of Police shall establish a board consisting of four (4) members of the rank of Lieutenant or above. All assessors will be from police Departments comparable in size to the Midwest City Police Department or larger departments. One (1) of the assessors shall be from the Midwest City Police Department, struck from a list of the eligible personnel, with the first to strike a name being determined by a coin toss.

The competitive assessment shall be designed by management to address the particular needs identified by management. The eligibility of each assessor to serve on the board shall be determined by the Human Resources Director.

D. Personnel File Review Process

Each of the top eight (8) Candidates scoring seventy five (75%) or higher on the written examination shall who appear before the assessors at which time his/her personnel or 201 file covering the past three years shall be presented by the Human Resources Director or designee for the review of the assessment panel.

The candidate will be present during their review process and will be given the opportunity to clarify or correct any material/information presented to the Board.

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The 201 review will be considered by the assessors in determining the final assessment ranking.

This shall be the final exercise of the assessment process.

E. Selection.

The selection of Lieutenant shall be made by the Chief of Police as outlined in Section 8.

F. Shift III officers who are among the top 12 candidates, and are on the regular work cycle will be allowed to take personal leave off duty with pay immediately prior to each day of the assessment. This does not include the written test.

SECTION 6. Captain

The position of Captain shall be filled by appointment by the Chief of Police from the rank of Lieutenant from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 7. Major

The position of Major shall be filled by appointment by the Chief of Police from the rank of Captain from the Midwest City Police Department, with the process designed by the Chief to meet the needs of the department.

SECTION 8. Selection

The assessors will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top Sergeant candidate, as determined by the assessors, shall be the individual promoted to the vacant position.

SECTION 9. Applicant Rights and Responsibilities

A. If the applicant believes the procedures outlined herein have been violated, the individual may present a grievance on this issue to the Chief of Police.

Such appeal must be made within three (3) working days following completion of the assessment process.

B. A member of the Fraternal Order of Police shall be named by the FOP to act as an observer during the promotion process,

except that the observer will not be present during the preparation of the assessment process and during the personal interview portion of the assessment board. He shall be afforded the opportunity to verify the process immediately prior to the review of applicants. The observer shall carry out the following duties:

1. Review the eligibility list to insure all individuals meet the requirements according to the current contract.
 2. Shall be present during the administering and grading of the written test and monitor the same.
 3. Shall be present during the assessment process and monitor the same, excluding individual interviews.
 4. Report any and all irregularities, immediately, to the Fraternal Order of Police president, Human Resources Director and Chief of Police.
 5. Observe the same rules of confidentiality that apply to members of the Promotion Review Board.
- C. The Human Resources Director or designee shall be present at each step in the assessment process as an observer.
- D. Each applicant is entitled to review his/her individual final results, including the written test results, with the Human Resources Director.
- E. Written examinations and Promotion Review Boards shall not exceed eight (8) hours in a given day.
- F. Applicants shall be notified of the selection following the expiration of the grievance period outlined in Section 9(A) of this article.

SECTION 10. Special Circumstances

During the application of this promotion system, special circumstances may arise. The following shall be used as guidelines for pertinent situations:

- A. In the event of a change in job title only, a similar change of title shall be made in the promotional procedures.
- B. Should a totally new position in the rank structure become available, then this position will be filled as nearly as possible in accordance with the procedures set out in this

system. This new position will then be written into this system following the basic procedures contained herein.

- C. At no time will only one person be eligible for a position if three or more people would be eligible except for time-in-grade. A staff decision will be made as to how many or who will be eligible. At all times, the general provisions will be adhered to as closely as possible.
- D. When new positions in the rank structure are created, then time-in-grade requirements will be waived until the position has been filled for the requisite time for advancement to the next higher position, when an adequate number of applicants are not eligible within the department.
- E. If, during the promotional process, there is a dispute about any of these sections or provisions in this promotion procedure, then all such disputes will be settled by a staff decision.

SECTION 11. Integrity of Promotional Process

- A. All aspects of this promotional process, with particular attention to questions and answers of the written examinations, and assessment procedures, shall be maintained in the strictest confidence and this information provided on "need to know" basis only.
- B. Any employee, regardless of rank or status, who is determined to violate this section shall be subject to disciplinary action as provided by the Police Department disciplinary policies.

SECTION 12. Promotional Eligibility List

- A. Upon the completion of the promotional process for the ranks of Sergeant, the department will establish and maintain a final ranking eligibility list, in descending order, of those candidates who successfully complete the assessment process, but were not the top performer. This list will be maintained for a period of twelve (12) months from the date of the completion of the assessment process.
- B. In the event that another opening in the rank of Sergeant comes open during that twelve (12) month period, the Employer agrees to promote the top person on the promotional eligibility list for that particular rank. Any person who is on the eligibility list (list maintained for twelve months) who has been placed on disciplinary probation or

disciplinary suspension or has been reduced in rank for just cause during his/her eligibility period shall not be promoted. If, for any reason, the top person on the promotional eligibility list declines the offer of a promotion, the next on the list shall be offered the promotion. If the top person on the promotional eligibility list declines a promotion, he/she shall remain the top person for the remainder of the term of the eligibility list.

- C. If more than one opening becomes available in that rank during that twelve (12) month period, then those positions would be filled from the descending order from the promotional eligibility list for that particular rank.
- D. On the tenth day following a vacancy, a notice will be posted announcing the vacancy and listing the study materials. The date of this posting shall determine the eligibility of any applicant for the vacancy and promotional eligibility list. Any vacancy occurring during the term of the current promotional eligibility list will be filled from that list.

ARTICLE 30

EDUCATION INCENTIVE PAY

SECTION 1. The Employer recognizes the benefits of improved employee performance and organizational effectiveness through continuing education. To assist the employee in achieving this improved performance the Employer agrees to allow the members of the bargaining unit to participate in the City's Tuition Reimbursement Program effective July 1, 2000. If the employee decides to participate in the tuition Reimbursement Program he/she will not be able to receive the College Incentive pay as outlined below. If the employee currently holds a degree and wishes to participate in the Tuition Reimbursement Program, he/she will not be eligible to receive the College Incentive pay at the next degree when completed.

SECTION 2. The Human Resources Director (or designee) and the president of FOP Lodge #127 (or designee) shall develop and post a list of Associate level degrees, Bachelor level degrees and Masters level degrees offered by or recognized by the Higher Education System of the State of Oklahoma that this committee has determined to be directly job related or of benefit to both the employee and the City. In the event a degree program is disputed by members of this committee, the City Manager shall decide the applicability of the degree program.

SECTION 3. Payment for attaining such a recognized degree or CLEET Certification shall be as follows:

Intermediate CLEET Cert.	\$50.00 per pay period
Advance CLEET Cert.	\$60.00 per pay period
Associate Degree	\$70.00 per pay period
Bachelors Degree	\$80.00 per pay period
Masters Degree	\$90.00 per pay period

If an Officer holds multiple degree(s) and/or CLEET certifications, the Officer shall receive the incentive for the highest held degree or CLEET certification, payment shall be included in the employee's base pay and paid per regular pay period.

SECTION 4. The employee shall furnish a certified college transcript to the Personnel Department to be included in the employee's 201 file that indicates the award of said degree.

SECTION 5. All members of the bargaining unit employed prior to July 7, 1988 with college degrees accepted by the Higher Education System of the State of Oklahoma shall be compensated for such degree, regardless of program, by the terms of this article. All employees hired after July 1, 2002, submitting degrees for incentive pay must be approved as a "police related" degree determined by the Police Chief and FOP President.

SECTION 6. Payment shall be made solely on the highest degree attained.

ARTICLE 31

BULLETIN BOARD

SECTION 1. The City agrees to provide space for a reasonable number of bulletin boards for the posting of FOP informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community.

Acceptable use of the bulletin board would include:

- A. Recreational and social affairs of the FOP.
- B. FOP meetings
- C. FOP elections
- D. Reports of FOP committees
- E. Rules or policies of the FOP
- F. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The FOP president shall be the responsible party for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the FOP president.

ARTICLE 32

DRUG FREE WORKPLACE ACT

The City will implement and conform to Public Law 100-690, The Drug Free Workplace Act of 1988. In accordance with the Act the City will:

- Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- Provide each employee a copy of the above policy;
- Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug- counseling programs;
- Require employees to notify the Employer if they are convicted of any drug related crime;
- Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 33

HEALTH PHYSICAL

SECTION 1. The Employer agrees to provide at no cost to the employee a voluntary physical examination at;

Every 5 Yrs. For employees at age 21-39

Every 4 Yrs for employees at age 40-49

Every 3 Yrs. For employees at age 50+

- Medical History
- Physical Exam
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostate Exam and PSA (if over 40)
- Chest and spine X-ray at Employees Discretion
- Lumbar-sacral spine X-ray at Employees Discretion

- Hepatitis B and C Antibody Screening
- HIV Screening
- Pulmonary Function Exam
- Testicular exam for all male employees regardless of age
- Breast exam for all female employees regardless of age
- TDAP Immunization
- MMR Booster at the employees discretion
- Calcium Scoring Test for all employees over 40 Yrs. Of age

SECTION 2. Only the employee shall each receive a copy of the results of the medical evaluation.

SECTION 3. The physical examination will be administered during the employee's anniversary month.

SECTION 4. The examination shall be done with pay at a straight-time rate.

ARTICLE 34

UNIFORM PROCUREMENT

SECTION 1. The procurement of new uniforms will be the sole responsibility of the Officer. Officers will be responsible for upkeep of their equipment and uniforms as outlined in Police Department Policy.

SECTION 2. Duty uniforms shall be of a type and color approved by management and readily available from local vendors.

SECTION 3. The Employer agrees to provide each employee any additional uniform item required with the exception of uniform items currently provided by each employee, i.e. leather/web gear, footwear and handguns. The Employer further agrees that, in the event it makes the administrative decision to substantially change the type or color of the required duty uniform, it will provide the initial issue of the new uniform to the employees covered by this Agreement.

SECTION 4. The Employer agrees to purchase (1) pair of Motorcycle pants per physical year for officers assigned as Motorcycle Officers, beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter. The employer further agrees to purchase (1) pair of approved Motorcycle boots for each Motorcycle Officer every two years (2) beginning with the officer's assignment to the Motorcycle and each anniversary year thereafter.

SECTION 5. The Employer shall repair or replace with like kind and quality timepieces, duty gear, Cell Phones, and garments damaged or destroyed in the line of duty up to a maximum of three hundred and twenty five dollars (\$325.00) per incident.

SECTION 6. The Employer agrees to replace prescription eyeglasses or contact lenses damaged or destroyed in the line of duty at full value, up to three hundred and twenty five dollars (\$325.00).

SECTION 7. An employee who accepts an assignment in the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of that department. This section shall apply to any and all employees who are currently assigned and have not been compensated.

An employee who returns to Patrol Division assignment from the Investigations Division shall receive a one-time payment of \$350.00 upon being assigned. The payment shall be used to purchase required clothing items, allowing the employee to meet the dress code of the Patrol Division. This section shall apply to any and all employees who are currently assigned and have not been compensated.

ARTICLE 35

PUBLICATION OF COLLECTIVE BARGAINING AGREEMENT

SECTION 1. The Employer agrees to provide the Union an electronic copy of the Collective Bargaining Agreement (CBA) on a CD or Thumb drive, and a "Read Only" PDF to be sent to the FOP President each year at no cost to the Union. The FOP agrees to distribute to each of the unit's members an electronic copy of the CBA each year.

NOTE: the City agrees to provide no more than ten (10) printed copies of the CBA to the FOP at no cost.

ARTICLE 36

LIEUTENANT/CAPTAIN ASSIGNMENT

SECTION 1. Lieutenants and Captains shift assignments and duty assignments shall be for a minimum of twenty-four (24) months.

During the minimum time of the assignment, by mutual agreement of the affected officer and the Chief of Police, the time period may be set aside and the affected officer moved.

ARTICLE 37

SUBSTANCE ABUSE PROGRAM

SECTION 1. The Fraternal Order of Police, Lodge 127 recognizes the City's right and responsibilities to administer the City's Abuse Policy in accordance with state and Federal guidelines.

ARTICLE 38

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 2. If any provision of this Agreement conflicts with a provision of the Merit System, or other personnel provisions of the City of Midwest City then, and in that event, the language of this contract shall have precedence and control.

ARTICLE 39

POLICE OFFICER RETIREMENT

Section 1. The City of Midwest City wishes to recognize and honor those officers who have honorably served twenty (20) years of continuous service to the citizens of Midwest City and the Midwest City Police Department by giving to the officer upon retirement their issued service weapon. This will occur when an officer retires in good standing, and pursuant to the requirements of the Oklahoma Police Pension and Retirement System.

Section 2. Employees covered by this agreement understand that this is a "Fringe Benefit," under the IRS Regulations, and therefore the fair market value of said service weapon is considered taxable.

CONCLUSION

It is understood by the parties to this Agreement that the foregoing is an amendment of its terms and conditions during the contract period and it cannot be altered in any manner, except in accordance with Article 7, Section 1.

IN WITNESS WHEREOF, the parties set their hand this on the 10th day of August, 2021

CITY OF MIDWEST CITY

Matthew D. Dukes II Mayor

CITY CLERK

CORPORATE NEGOTIATOR
MIDWEST CITY FRATERNAL ORDER OF POLICE, LODGE #127

PRESIDENT

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

HUMAN RESOURCES DIRECTOR

APPROVED AS TO FORM this the 10th day of August, 2021

CITY ATTORNEY

CBA Between MWC and FOP Lodge 127 for FY ~~2021/2022~~ 2022/2024

(Will Insert the Pay Scale Pages)



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: June 27, 2023

RE: Discussion, consideration, and possible action regarding the renewal of the Collective Bargaining Agreement (CBA) between the City of Midwest City and the International Association of Firefighters (IAFF) Local 2066, as negotiated to be effective from July 1, 2022, through June 30, 2025.

The City of Midwest City and the IAFF Local 2066 met and negotiated a proposed CBA to be effective from July 1, 2022, through June 30, 2025. This agreement was tentatively reached between the Lead Negotiator for the City, Troy Bradley, and the IAFF Local 2066 President, Doug Beabout, on June 14, 2022. The agreement was ratified by IAFF Membership.

This renewal includes a negotiated across the board increase of 3.0%, to be effective on July 1, 2023. Additionally, the CBA includes language adopting the Group Health Benefits Premiums previously approved by Council for FY2023-2024.

Staff recommends approval.

Troy Bradley, Human Resources Director/Lead Negotiator



Collective Bargaining
Agreement for Fiscal
Years
~~2021/2022~~2022/2025
Between

The International
Association of Firefighters
Local #2066, AFL-CIO-CLC
and

The City of Midwest City

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ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the City of Midwest City, Oklahoma, a municipal corporation, hereinafter referred to as Employer, and International Association of Firefighters, AFL-CIO/CLC, Local 2066, hereinafter referred to as Union, to protect the public health, safety and welfare of the citizens of Midwest City, Oklahoma, from strikes, work stoppages or slow-downs by the Union. The purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly, peaceful labor relations for the mutual interests of the City of Midwest City in its capacity as an employer and the firefighters as employees.

ARTICLE 2

RECOGNITION

SECTION 1. The City recognizes Local 2066 as the exclusive bargaining agent for all permanent paid firefighters of the Midwest City Fire Department, with the exception of the Fire Chief and one designated Administrative Assistant.

ARTICLE 3

AUTHORITY AND TERM

SECTION 1. Pursuant to Oklahoma state law, 11 O.S. § 51-101 et seq., the following Articles constitute an Agreement by and between the Employer and the Union.

SECTION 2. ~~The First Term of this Agreement shall be effective as of the first day of July 2022, and shall remain in full force and effect until the last day of June 2023. The Second Term of this Agreement shall be effective as of the first day of July 2023, and shall remain in full force and effect until the last day of June 2024. The Third and Final Term of this Agreement shall be effective as of the first day of July 2024, and shall remain in full force and effect until the last day of June 2025. This Agreement shall be effective as of the first day of July 2021, and shall remain in full force and effect until the last day of June 2022.~~

ARTICLE 4

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

SECTION 1. The Employer and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, creed, age, size, sex, religion or status of Union membership.

SECTION 2. The Union and all its members agree to comply with the objectives set forth in the Employer's Affirmative Action Program to ensure equal employment opportunity for all.

ARTICLE 5

MANAGEMENT RIGHTS CLAUSE

The Local recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement is retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer and remain exclusively without limitations within the rights of the Employer.

Except as may be limited herein, the Employer retains its rights in accordance with the laws of the State of Oklahoma and the responsibilities and duties contained in the Charter of the City of Midwest City and the ordinances and regulations promulgated thereunder. These rights include, but are not limited to:

- A. The determination of Fire Department policy, including the right to manage the affairs of the Fire Department in all respects;
- B. The right to assign working hours, including overtime;
- C. The right to establish modify or change work schedules, manning of shifts, assignments, etc.;
- D. The right to direct the members of the Fire Department, including the right to hire, terminate, suspend, demote, promote, transfer or take any other disciplinary action against employees of the Fire Department for just cause;
- E. The determination of the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department in any manner it chooses, including the size of the Fire Department, and the determination of job classification, ranks and positions based upon duties assigned;
- F. The determination of safety, health, and property protection measures for the Fire Department;

- G. The allocation and assignment of work to all members within the Fire Department;
- H. The sole judge of the qualifications of applicants and training of employees;
- I. The scheduling of operations and the determination of the number and duration of hours of assigned duty per working period;
- J. The establishment and enforcement of Fire Department rules, regulations and orders;
- K. The introduction of new, improved or different methods and techniques of operation of the Fire Department or changes in existing methods and techniques;
- L. The determination of the amount of supervision necessary;
- M. The control of the departmental budget;
- N. The right to take whatever actions may be necessary to carry out the mission of the City in situations of emergency;
- O. The right to relieve employees from duties because of lack of work, funds or other legitimate reasons;
- P. Organization of City governments;
- Q. Other matters as covered by the Merit System.

All rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the functions of the Employer.

The above rights, responsibilities and prerogatives are inherent in the City Council and City Manager by virtue of statutory and Charter provisions and are not subject to delegation in whole or in part.

ARTICLE 6

PREVAILING RIGHTS

SECTION 1. All rules, regulations, rights, privileges, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Midwest City Fire Department currently enjoyed by the Union which are not included in this Agreement shall remain in full force unchanged and unaffected in any manner unless and except as modified or changed by the specific terms of this Agreement of either parties during the term of the contract by mutual consent.

ARTICLE 7

PROHIBITION OF STRIKES

SECTION 1. During the term of this Agreement, the Union agrees to a prohibition of strikes, work stoppage and slow-down.

SECTION 2. For the purpose of this Agreement, "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holiday, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change of the conditions, compensation, rights, privileges or obligations of employment.

SECTION 3. Nothing contained in this Article shall be construed to limit, impair or affect the right of any employee to the expression of communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of employment or their betterment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 4. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, request such members to return to work at once and provide Employer with a copy of such request, and a responsible official of the Union shall publicly request them to return to work.

ARTICLE 8

UNION BUSINESS

SECTION 1. The Employer agrees that the Union shall have 240 hours leave available in order to conduct Union related business or activities; provided that the granting of such leave shall not impede the proper operation of the department as determined by the Fire Chief or his designee. The Union will be responsible for all other expenses incurred to attend the IAFF meeting. The Union president or secretary shall properly document all

hours used and present a quarterly report to the Chief. Additional hours may be granted at the Fire Chief's discretion on a case by case basis.

SECTION 2. Members of the Union negotiating team, not to exceed five, shall be allowed time off without loss of pay for all negotiation meetings which shall be mutually set by the Employer and the Union.

SECTION 3. The president and secretary-treasurer of the Union shall be authorized time off with pay if and when the need arises to transact Union officially called meetings, not to exceed two per month, provided that the granting of such leave shall not impede the operation of the Fire Department as determined by the Fire Chief or Shift Commander.

SECTION 4. The Union president or his designated representative may investigate grievances during working hours with the approval of the Fire Chief or Shift Commander.

SECTION 5. Upon written authorization from the employee, the Employer agrees to deduct regular monthly Union dues; PAC Fund contributions and Union sponsored insurance benefit programs from the earned wages of those permanent employees who are represented by the bargaining unit.

SECTION 6. The deduction shall be made in accordance with the City pay plan in an amount certified in writing to be correct by the treasurer of the Union. Changes in the amount of dues, PAC Fund contributions and Union sponsored insurance benefit programs will be certified in the same manner and shall be done at least thirty (30) days in advance of the effective date of such change.

SECTION 7. All eligible members of the bargaining unit desiring dues deduction, PAC Fund contribution deduction and Union sponsored insurance benefit programs shall individually sign an authorization form, provided by the Union. Authorization may be withdrawn by the employee by providing written notice to the Employer at least thirty (30) days prior to the effective date of withdrawal. Unless revoked by the employee the authorization shall remain in effect until the expiration date of the contract and will be automatically renewable with the adoption of each new contract.

SECTION 8. The Employer will deduct only Union dues, PAC Fund contributions, and Union sponsored insurance benefit programs from the employee's paycheck and will not deduct initiation fees, special assessments, fines or other Union fees. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount to be deducted. An illegal job action will result in the automatic termination of this privilege.

SECTION 9. The Employer will provide the Union treasurer with a monthly report showing the employee's name and the amount of deduction. All deductions refundable at the time of termination or resignation will be refunded by the Union.

SECTION 10. The total amount deducted shall be remitted to the treasurer of the Union minus fifteen dollars (\$15.00) per month which shall be the service fee paid to the

Employer by the Union for this service. The service fee will include both Union deductions. A proper adjustment of same shall be made by the Union with the employee affected. A direct draft deposit will be made each pay day into designated bank accounts.

SECTION 11. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits or other forms of liability that shall arise against the City on account of Union associated payroll deductions.

SECTION 12. Each Union member will be allowed two (2) payroll deductions, for Union purposes, at any time. The Union must notify the City of all members who will utilize the payroll deduction for PAC Fund contributions by June 1 of the previous contract year. The Union will provide signed consent forms for each member electing to participate in the PAC Fund and a list of all members including their requested deduction amount.

ARTICLE 9

SENIORITY

SECTION 1. Seniority shall mean the status attained by length of continuous service in the department. Seniority shall commence from the date that the employee is employed in the Midwest City Fire Department; however, until the initial employment probation is completed, employees shall not attain seniority status. At the conclusion of his initial employment probation, his initial probationary period shall count on his seniority to be accumulated in the future.

SECTION 2. Seniority shall be determined by the earliest date of continuous employment with the Midwest City Fire Department. If both employees began employment on the same date, then their seniority shall be determined by the date of their employment application with said City.

SECTION 3. Seniority will be the factor to be considered by the Fire Chief in determining the priority of each employee to the following:

- A. Time when vacation is granted.
- B. Time when compensatory time off is granted.
- C. Time when holidays are granted.

SECTION 4. Seniority will be a factor to be considered by the Employer in determining the priority of each employee to the following:

- A. Shift and duty assignments;
- B. Transfers.

SECTION 5. In the case of a personnel reduction of firefighters of Midwest City Fire Department, said actions shall be determined solely on seniority. No new employees will be hired or new positions created until the laid-off employees have been given the opportunity to return to work.

SECTION 6: Laid off employees shall also be recalled based on seniority. Recall notification rights shall be for one year and shall be made in writing if recall is to occur. Written notice shall be sent to the employee's on file address by certified mail. An employee shall respond as to their desire for recall within two weeks from the mailing date or forfeit all recall rights.

ARTICLE 10

BULLETIN BOARD AND E-MAIL COMMUNICATIONS

SECTION 1. The Employer agrees to provide space for a reasonable number of bulletin boards for the posting of IAFF informational notices. Such notices shall contain no political advertisement, slanderous or inflammatory matter, as these terms are commonly defined in this community. The employer also agrees to provide the e-mail address local2066@midwestcityok.org to be used in the same regard as the bulletin boards.

Acceptable use of the bulletin board and e-mail would include:

- A. Recreational and social affairs of the IAFF;
- B. IAFF meetings;
- C. IAFF elections;
- D. Reports of IAFF committees;
- E. Rules or policies of the IAFF;
- F. Internal Fire Department E-mails (intra-departmental appropriate for distribution to employees).
- G. Other notices as approved for posting by the Human Resources Director.

SECTION 2. The Employer reserves the right to remove any material from such bulletin boards which, in its opinion, does not conform to the purpose of this Article.

SECTION 3. Only designated bulletin boards shall be used for posting any material on City property.

SECTION 4. The IAFF president shall be the responsible party for the e-mail address and for posting all information on the bulletin board and material to be posted should be dated and materials shall be removed in a timely manner by the IAFF president.

ARTICLE 11

SAFETY AND HEALTH

SECTION 1. The Union agrees to appoint one member from each shift and the Employer agrees to appoint one member from each shift to comprise the Joint Safety and Health Committee (Committee for the purpose of this article). The Committee will have the responsibility of reviewing, investigating and reporting information on accidents and vehicle accidents in the Fire Department and recommending related or other safety and health needs to the Employer. The Fire Chief will appoint the Committee Chairman from within the Committee.

SECTION 2. All Fire Department related accidents and injuries (including vehicle accidents) will be reported to the Committee Chairman. The Chairman will call a meeting to be held monthly as needed, but at least quarterly, to investigate the accidents and injuries reported to the Chairman. The Committee will be provided with all information concerning the incident in question without breaching any confidentiality rights of the injured or involved.

SECTION 3. The Committee shall meet as deemed necessary by the Employer and the Union. After each meeting a written report shall be made and copies of the report submitted to the Fire Chief, the City's Safety Officer, the City Manager and the Union president.

SECTION 4. The majority of the Committee may cause an investigation of a reported health hazard or safety hazard. In the event that no majority decision could be reached by the Committee, then the Committee will select from the roster of the Fire Department personnel, excluding secretaries, the name of an individual to serve as a tie-breaker. The names on the roster will be placed in a container and the chairman of the committee shall draw a name from said container. The Committee will then present the issue to the person so selected for a majority decision.

SECTION 5. Committee members shall also be granted time off without loss of pay to conduct investigations of safety and health problems if deemed necessary by the Employer. Time off shall be approved by the Shift Commander provided that the granting of such leave shall not impede the operation of the Fire Department.

SECTION 6. Investigations and/or recommendations by the Committee are for the mutual objectives of the parties in protecting the safety and health of the employee(s), equipment, property, and the general public. It is understood that the Committee has no responsibility to recommend or implement any action against employees as a result of these investigations or reporting responsibilities. Such action shall remain the solely the responsibility of City management. The City Manager shall acknowledge receipt of the report from the Joint Safety and Health Committee within thirty (30) days and inform the Committee of any administrative action taken.

ARTICLE 12

RESIDENCY REQUIREMENTS

SECTION 1. The Employer agrees that the City of Midwest City, a municipal corporation, has a population, according to the latest federal census, in excess of fifty thousand (50,000) people.

SECTION 2. The Employer agrees to comply with 11 O.S. § 22-127 that the municipal governing body by ordinance may designate which appointed officers and employees shall reside within the municipality; but police officers, firefighters and other municipal employees need not be actual residents of the municipality where they are employed in municipalities of five thousand (5,000) population or more, according to the latest federal census.

ARTICLE 13

OFF- DUTY EMPLOYMENT and Emergency Contact

SECTION 1. Employees may engage in additional employment outside the official hours of duty. For staffing proposes during large scale emergencies, personnel are required to maintain a current number with the Fire Chief's Office at which said person can be personally contacted.

ARTICLE 14

PROMOTION AND REVIEW BOARD PROCEDURE

SECTION 1. All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein. The goal of this procedure is to select the most qualified individual(s), for the available position(s), in an organized and orderly manner.

SECTION 2. The administration of this procedural guide will be coordinated by a promotion committee of three (3) members. The promotion committee will coordinate examination procedures and assure proper administrative controls. The promotion committee will consist of one (1) member appointed by the Union, the Human Resources Director or designee and the Fire Chief or designee. The Union appointee shall be of equal or above rank to the position being tested for, and will review the assessment center dimensions and weighting factors prior to the conducting of an assessment center. In the event that a committee member becomes temporarily or permanently unavailable, he/she will be replaced by a substitute member. The substitute member will be selected in the same manner as the member they are replacing.

SECTION 3. Fire service personnel from Midwest City Fire Department will develop and score the written and assessment centers. The Training Section, or an appropriate designee from either inside or outside the department will be responsible for developing the written test and assessment center(s) as determined by the Fire Chief. The Training Section will also be responsible for administering the assessment center(s). The

Promotions Committee will meet in the last quarter of the ~~fiscal-calendar~~ year to determine and publish the bibliography for all testing to be conducted in the next ~~fiscal-calendar~~ year. The bibliography will go into effect on ~~July-January~~ 1 and remain in effect during the next ~~contract-calendar~~ year.

SECTION 4. Examinations for all positions will be given as a position becomes vacant when possible. Notification of said examination to eligible employees will be conducted as follows:

1. A hard copy of the notification will be delivered to each fire station by the Training Section. The notification will include an eligibility list of all personnel who are qualified by this contract to participate in the promotion process.
2. The on duty Company Officer of each station will sign a form signifying that the notification was delivered. The on duty CO will then post the notification on the bulletin board in the appropriate place.
3. The sign up list will be kept at Head Quarters Fire Station and the sign up period will be 14 days not including weekends and holidays.
4. After 14 days, the Promotion Committee will meet to discuss any variances they deem necessary to continue the process unless otherwise specified within this agreement.

All applicants for promotions in each position that qualify as outlined by position and signed-up as required will be tested and placed on the promotion sequence list, beginning with the highest total score to the lowest total qualifying score. The Shift Commander, Training Chief, Training Major, Fire Marshal, and Fire Prevention Officer Promotion list will be in force for the ~~contract-termcalendar year~~ (reference Article 3 Section 2). The Apparatus Operator promotion list will be in force for the ~~contract-termcalendar year~~ or until the three (3) highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. The Captain promotion list will be in force for the ~~contract-termcalendar year~~ or until the two highest scored eligible applicants (including ties) have been promoted, whichever is the longer time period. Department promotions will be made from the eligibility list in order of highest to lowest total scores by the Fire Chief. At no time will a member be allowed to skip a rank except where provided.

SECTION 5. Candidates that are on disciplinary suspension or probation at the time of examination will not be eligible for testing. Members who made the promotion list are not eligible for promotion if they are put on probation or suspension. If a candidate who was in the top three for Apparatus Operator or top two for Company Officer becomes ineligible for reasons previously addressed and three AO's or two CO's are promoted while he is ineligible, he will NOT be guaranteed a promotion when he returns to the list as stated in previous sections. After the designated period of disciplinary probation or suspension, the member will return to the promotion list in the same order he was listed.

SECTION 6. The examination will be comprised of two (2) distinct elements as further described. The final grade of the examination will be the total points scored on all elements plus one (1) point to be added to the final score for every year of continuous service on the Midwest City Fire Department for a maximum of 20 points. (All current

employees will be considered continuous service. The continuous service requirement in this Article shall become effective July 1, 2002).

A. Written Test

1. The written test will consist of one hundred (100) points. Passing shall be considered seventy (70%) percent.
2. Only clear, direct questions requiring concise answers will be used. Neither trick questions nor ambiguous questions will be part of the written test.

B. Assessment Center

1. The Assessment Center will consist of elements that will total one hundred (100%) percent equal to written test.
2. The Fire Chief shall assemble a list of eligible assessors from within the Midwest City Fire Department. The list shall consist of those members of the Midwest City Fire Department of equal rank or above and have held the position for at least one year for the position being tested for. The list shall then be submitted to the Human Resources Director who will select from the list three (3) individuals and one (1) alternate to act as the assessor for the Practical Assessment Center. The assessment center(s) will then be scored by the three (3) the assessors will submit a score for each candidate during each assessment using an assessment form agreed upon by the promotion committee. At the conclusion of the assessment center, the assessors will submit their final scores in a Final Dimension Summary form agreed upon by the promotion committee, which shall be tabulated as follows:
 - a. The assessors' scores shall be within one (1) point of each other before any final scores are tabulated in the final dimension summary.
 - i. Example of the scoring: acceptable (1-2-2),(6-6-7), unacceptable (3-4-5), (5-5-7)
 - b. Assessor's scores are then averaged and calculated into a percentage and totaled.

SECTION 7. Employee receiving the highest score from totals of the written examination, assessment center(s), years of service, and review board (if applicable) will be totaled and the employee's name will be placed on the eligibility list. In the event of a tie, the person with the most seniority will be advanced first.

SECTION 8. Applicants will be given a control identification number at the beginning of the written examination. Applicants will be told to write this number down for use during the selection period.

All applicants may review the correct answers to the written test from the conclusion of the testing process for one and one half days following the examination. Any protest of the written test must be filed during this period with the Human Resources office. After the posting of the test results, all applicants will be allowed to review their written and/or practical factor examination where appropriate.

~~*New changes to Sections 9 through 18 shall be effective January 1, 2022.*~~

SECTION 9. Eligibility - Firefighter (Corporal)

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years performing the duties as firefighter. Applicants must be certified relief drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Instructor I.

SECTION 10. Eligibility - Sergeant (Apparatus Operator)

Applicants shall be required to have held the position of Corporal with this Department for a minimum of two (2) years performing the duties as Corporal. Applicants must be certified Relief Drivers by the Midwest City Fire Department training standards and be certified as an IFSAC or Pro Board Fire Officer I. Once the successful candidate has been placed on the Apparatus Operators Promotion list, the candidate will complete the Apparatus Operators Academy within six (6) months.

SECTION 11. Eligibility – Lieutenant (Apparatus Operator)

Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must also attend a one-week Midwest City Fire Dept. Lieutenants Academy (to be held once annually as needed) prior to entry into this rank.

SECTION 12. Eligibility – Captain (Company Officer) Applicants shall be required to have been employed with this Department for a minimum of seven (7) continuous years. Applicants must have held the position of Sergeant for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board Officer II. Once the successful candidate has been placed on the Captain Promotion list, the candidate will complete the Captain Academy within six (6) months

SECTION 13. Eligibility – Major (Company Officer)

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed a Fire Causes Determination class approved by the Fire Chief. Applicants must also attend a one-week Midwest City Fire Dept. Majors Academy (to be held once annually as needed) prior to entry into this rank.

SECTION 14. Eligibility - Shift Commander

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or Pro Board Instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Shift Commander must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position.

SECTION 15. Eligibility - Training Chief

Applicants shall be required to have been employed with this Department for a minimum of nine (9) continuous years. Applicants must have held the position of Captain for a minimum of two (2) years. Applicants must be certified as an IFSAC or PRO-Board instructor II and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Training Chief must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Training Chief must successfully complete the "Blue Card" Incident Command Certification Instructor Program within one year of attaining this position.

SECTION 16. Eligibility - Fire Prevention Officer

Applicants shall be required to have been employed with this Department for a minimum of three (3) continuous years. Applicants must be certified as an IFSAC or Pro Board Officer I. Any applicant attaining the position of Fire Prevention Officer must be certified as an IFSAC or Pro Board Inspector I and successfully complete a fire investigation training within one (1) year of attaining this position as approved by the Fire Chief.

New changes to Sections 17 and 18 shall be effective July 1, 2023.

SECTION 17. Eligibility – Assistant Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of three (3) years as a Fire Prevention Officer. Applicants must be certified as an IFSAC or Pro Board Officer II or hold a Bachelor's Degree, and be certified as an IFSAC or Pro Board Inspector II.

SECTION 18. Eligibility - Fire Marshal

Applicants shall be required to have been employed with this Department for a minimum of seven (7) years. Applicants must have held the position of Fire Prevention Officer for a minimum of one (1) year and/or have held the rank of Captain or above for one (1) year. Applicants must be certified as an IFSAC or Pro Board Instructor II or hold a Bachelor's Degree, and have successfully completed ICS 300 and ICS 400. Any applicant attaining the position of Fire Marshal must be certified as an IFSAC or Pro Board Officer III within one (1) year of attaining the position. Any applicant attaining the position of Fire Marshal must successfully complete fire inspection and investigation training within one (1) year of attaining this position as approved by the Fire Chief.

SECTION 19. If fewer than two (2) applicants apply for any position where eligibility is set forth in this Agreement, the promotion committee will make variances as necessary. If a variance for time in rank is made, the successful applicant must maintain the promoted rank for four (4) years before being eligible for promotion to the next higher rank.

SECTION 20. Promotion Following Reduction in Rank

- A. Any person voluntarily taking a reduction in rank shall be eligible, without penalty, to test for that next rank for which he was eligible before reduction.
- B. Any person who is involuntarily reduced in rank shall be eligible after six (6) months to test for the next rank above the one to which he was demoted.

SECTION 21. Rank and Classification

When an employee is promoted to a higher rank, excluding those employees being reclassified from Firefighter to Senior Firefighter, he shall be advanced to Step "1" of the new rank. Promoted employees will assume a new anniversary date commensurate with the promotion. Firefighters who are reclassified to Senior Firefighter will be placed in Step "1" of the new rank and will retain their anniversary date.

SECTION 22. Promotion Review Board

- A. The Review Board applies only to promotions for the ranks of Shift Commander, Training Chief, Training Major, Fire Marshall and Fire Prevention Officer.
- B. After passing the written test, each candidate will appear before a promotion review board consisting of three (3) Assistant Chiefs (at least two being Shift Commanders) and the Fire Chief. The candidate will be evaluated for one and/or all the following factors: work habits, performance under stress, initiative, motivation, and leadership, ability to delegate to fellow workers, appearance and review of the personnel file.

- C. The review board will assess 0 - 20 points for these factors as follows:
1. Fire Chief will award 0-10 points.
 2. Assistant Chiefs will award an averaged total of 0-10 points individual scores must be within a range of one (1) point from each other's score.

ARTICLE 15

GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. The Union or any employee or employees covered by this Agreement may initiate a grievance within ten (10) calendar days of the act or actions giving rise to the grievance, or within ten (10) calendar days from the date knowledge is gained of such act or actions, in accordance with the following procedure.

SECTION 2. The Union president or his designee may report an impending grievance to the Fire Chief in order to forestall its occurrence.

SECTION 3.

Step 1: Any employee with a grievance shall utilize the grievance form (located in the back of the CBA or on the Fire Dept. X Drive) to submit his/her grievance to their AC. The Local president or designee may be present at said discussion if the employee so requests. The AC shall give his/her response to the employee within six (6) calendar days. The Fire Chief will be notified of all grievances and potential grievances within twenty four (24) hours and will be forwarded a copy of the original grievance form along with the AC's written response to the employee.

Step 2 If the grievance is not resolved in Step 1 above, the employee shall have the right to submit his/her grievance in writing utilizing a copy of the original grievance form that they submitted to their AC within six (6) calendar days citing the article of the contract violated, and the remedy requested to the Fire Chief. The Fire Chief shall submit his answer in writing within six (6) calendar days.

Step 3 If the grievance is not resolved in Step 2, the grievance shall be submitted in writing and will include a copy of the original grievance form with any additional information within six (6) calendar days to the Labor Relations Officer. The Labor Relations Officer shall meet with the Fire Chief, the aggrieved employee and a grievance committee of the Union within ten (10) calendar days from receipt of the grievance. The Labor Relations Officer will submit a written response which will include a copy of the original

grievance form and any additional information to the employee and the Union within six (6) calendar days of the meeting.

Step 4 If the grievance is unresolved after receipt of the answer from the Labor Relations Officer, the grievance may be submitted in writing and will include a copy of the original grievance form and all additional information gathered through the process to the City Manager within six (6) calendar days. The City Manager shall review the grievance and give his/her written response which will include a copy of the original grievance form and all additional information within six (6) calendar days.

SECTION 4. If the grievance is unresolved after receipt of the answer from the City Manager, either party by mutual agreement may request impartial Mediation to resolve the matter. A request for Mediation will be made with the Federal Mediation and Conciliation Service within ten (10) calendar days of the City Manager's decision. If the matter is not resolved through Mediation the Union may request that the matter be submitted to impartial arbitration.

SECTION 5. The request for impartial arbitration shall be made in writing and be submitted to the City Manager within ten (10) calendar days from receipt of the City Manager's and/or the Mediator's grievance answer. Within ten (10) calendar days from receipt of the request for arbitration, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.

- A. Within five (5) calendar days from receipt of such panel, a representative of the Union and the City shall meet or discuss and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- B. The date of the Arbitration Hearing shall be set (for some future hearing date) within ten (10) calendar days from the date the arbitrator is notified of his selection.
- C. Within ten (10) days after the conclusion of the hearing which shall begin after completion of the briefing period, if any, of twenty (20) days, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and the Employer.
- D. The arbitrator's authority shall be limited to the interpretation and application of the terms of the Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or part, any provision of this Agreement

or any supplements thereto or amendments thereof, nor shall any wage structures or structures of job classification be subject to arbitration. This shall not preclude individual wage grievances. The arbitrator shall only consider and make a decision with respect to the specific issues submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted.

- E. With respect to the interpretation, enforcement or application of the provisions of this Agreement, which do not relate to the statutory and Charter authority of the Employer, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement to the extent the arbitrator's decision is in accordance with the provisions of this section.
- F. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it unless the parties mutually agree they each want a copy and will therefore share in the costs equally.

SECTION 6. All time limits set forth in this Article may be extended by mutual consent but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

SECTION 7. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives of the party to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal forum.

ARTICLE 16

VACATION LEAVE

SECTION 1. All employees covered by this Agreement shall be entitled to vacation leave at the following rates:

- A. Employees working eight (8) hour shifts:

<u>Length of Service</u>	<u>Leave Accrual Rates</u>
12-59 Months	4.2 hrs per pay period
60-119 Months	5.1 hrs per pay period
120-179 Months	6.0 hrs per pay period
180-239 Months	7.0 hrs per pay period
240 Months or More	7.85 hrs per pay period

B. Employees working twenty-four (24) hour shifts:

<u>Length of Service</u>	<u>Leave Accrual Rates</u>
12-59 Months	6.05 hrs per pay period
60-119 Months	7.43 hrs per pay period
120-179 Months	8.82 hrs per pay period
180-239 Months	10.20 hrs per pay period
240 Months or more	11.59 hrs per pay period

SECTION 2. Vacation time taken off normal work will be charged at the rate of twenty-four (24) hours for each shift off for twenty-four (24) hour workers and eight (8) hours off for eight (8) hour workers. No more than one hundred forty-four (144) hours of vacation may be taken in succession by firefighters working twenty-four (24) hour shifts, and no more than ninety-six (96) hours in succession may be taken by eight (8) hour workers.

SECTION 3. When a holiday occurs during the vacation period, an additional day off will be allowed. However, additional days off will not be allowed for any other reason. Vacation leave should be taken during the year when it is earned but it can be accumulated from one year to the next, not to exceed three hundred (300) working hours for twenty-four (24) hour workers and not to exceed two hundred sixteen (216) hours for eight (8) hour workers. At the end of the contract year, a maximum of twenty-four (24) hours of accumulated leave in excess of three hundred (300) hours for 24 hour workers and a maximum of twenty-four (24) hours of accumulated leave in excess of two hundred sixteen (216) hours for eight hour workers shall be paid at the straight rate of hourly pay through June, 2008.

SECTION 4. If an employee has unused vacation time and separates from the municipal service, he shall be paid for his accumulated vacation leave.

ARTICLE 17

INJURY LEAVE

SECTION 1. Any employee who is injured on the job shall be eligible for injury leave with pay to the extent of six (6) calendar months for each new separate injury, and such leave is not charged against the employee's accrued leave. While on injury leave the members of the bargaining unit will continue to accrue leave; additionally, any extension of injury leave or leave accruals beyond six (6) months shall be subject to the City Manager's approval.

SECTION 2. The employee's eligibility for injury leave with pay shall be dependent on compliance with Title 11 and Title 85 of the Oklahoma Statutes, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

SECTION 3. Employees on injury leave shall be in compliance with provisions or restrictions of their doctor or physician in all aspects of their outside employment or personal activities.

Any violation of this section shall be dealt with according to the terms of Title 85, Oklahoma Statutes, and Title 11, Oklahoma Firefighters Pension and Retirement System, additions and amendments.

ARTICLE 18

SICK LEAVE

SECTION 1. Sick leave is accrued from the day of original appointment. Sick leave shall be granted for the following reasons:

- A. Personal illness or physical incapacity, resulting from causes beyond the employee's control.
- B. Medical, dental or optical appointments not to exceed four (4) hours each.
- C. Sickness or medical treatment of a member of the employee's household that requires the employee's personal care or attention.

SECTION 2. Employees working 24-hour shifts shall accrue sick leave at the rate of ~~5.547~~ hours per pay period. Employees working 24-hour shifts may accumulate up to a maximum of one thousand, three hundred and fourteen (1,314) hours and shall be paid for accumulated hours over 1,314.

SECTION 3. Employees working a 40-hour workweek shall accrue sick leave at the rate of 3.70 hours per pay period. Employees working a 40-hour workweek may accumulate

up to a maximum of ~~nine hundred, thirty-nine (939)~~nine hundred sixty (960) hours and shall be paid for accumulated hours over ~~939~~960.

SECTION 4. ~~Employees—24-hour employees~~ who have accumulated hours over the maximum shall be paid at ~~the rate of 1/2 days pay for each day~~40% of the employee's regular hourly rate of pay for each hour accumulated over the maximum and shall be paid bi-weekly. 40-hour employees who have accumulated hours over the maximum shall be paid at 50% of the employee's regular hourly rate of pay for each hour over the maximum and shall be paid bi-weekly.

SECTION 5. Statement of Attending Physician. Sick leave with pay in excess of three (3) consecutive work days shall be granted only after presentation of a written statement by a licensed physician certifying that the employee's condition prevented him from performing the duties of his position. In cases where abuse of sick leave is suspected a statement for sickness from a health care provider may be required after one (1) shift at the discretion of the Fire Chief. When a statement of sickness is required the employee shall be notified the day of the occurrence.

SECTION 6. Upon termination of employment

- A. Upon termination of employment with less than ten (10) years of continuous employment, no payment shall be made to the terminating employee for unused sick leave.
- B. Upon termination from employment after ten (10) years of continuous employment for any reason, the terminating employee shall receive payment for accrued sick leave. The employee's sick leave bank balance shall be paid to the employee at fifty percent (50%) of the employee's regular hourly rate of pay.
- C. If an employee dies in the line of duty, the deceased employee's sick leave bank balance shall be paid to the deceased employee's named beneficiary at the deceased employee's regular hourly rate. A death in the line of duty shall be defined as follows:
 - i. A death in the line of duty occurs when suffered in the performance or discharge of a duty required of the employee as an active member of the City of Midwest City Fire Department.

SECTION 7. Employees who separate from the City with an on-the-job injury or after twenty (20) years of continuous service shall be paid for accumulated hours up to the maximum at the rate of one-half (1/2) days' pay for each shift.

SECTION 8: Employees transferring from twenty four (24) hour shift to a 40-hour workweek shall be paid for any accrued sick leave over the maximum allowed accrual of a 40-hour workweek employee at the rate of one half (1/2) days' pay for each twenty four (24) hours.

ARTICLE 19

EMERGENCY LEAVE

SECTION 1. Emergency leave with pay shall be granted for the following reasons. A serious sickness, reviewed on a case-by-case basis by the Fire Chief; an unscheduled hospitalization of a member of the employee's or their spouse's immediate family that requires an employee's personal care or attention; an emergency relating to a member of the employee's or their spouse's immediate family which requires immediate action; or the death of a member of the employee's or the employee's spouse's immediate family (parents, grandparents, brothers, sisters, sons, daughters, spouse, father-in-law, mother-in-law, son-in-law, daughter-in-law, dependent members of the employee's household and, in the case where the employee was raised by persons other than natural parents, those persons who acted in the capacity of natural parents).

SECTION 2. In the event an employee is notified of the impending death of those listed as immediate family, emergency leave shall be granted, subject to the limitations noted herein.

SECTION 3. Maximum number of days at a time allowed for 24 hour shift workers is two (2) shifts and the maximum number of working days allowed per calendar year is four (4). The maximum number of working days at a time allowed for 8 hour shift workers is three (3) and the maximum number of working days allowed per calendar year is seven (7).

SECTION 4. Additional emergency leave may be granted at the department head's discretion.

SECTION 5. When there is a death in the family of the employee of a person other than those stipulated as immediate family in Section One (1) above, an employee may be granted one shift of emergency leave with pay.

ARTICLE 20

VEHICLE LIABILITY INSURANCE

The Employer shall provide liability insurance protection for every employee responsible for the operation of fire apparatus and/or any other city owned vehicle. The cost of such protection will be paid for by the Employer, subject to limits established by the Employer and subject to the legality of Employer paying same, provided such employee can be insured, and at the same rate as other City employees.

ARTICLE 21

HOLIDAY LEAVE

SECTION 1. 24-Hour Shift Employees:

- A. All 24-hour shift employees covered by this Agreement are entitled to a total of 240 hours of Holiday Leave per year.
- B. If an employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 9.23 hours in each of 26 pay periods throughout the year.
- C. Twenty four (24) hour shift employees completing their probationary year shall have their Holiday Leave computed as accruing 9.23 hours in each of the twenty six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.

All 24-hour shift employees are required to use a minimum of 144 hours of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. Employees may elect to be paid for up to forty eight (48) hours in the first paycheck of December and/or up to 96 hours in the second pay check in June.

- E. The City and the Union agree that the work schedule on Veteran's Day and September 11th in remembrance of Patriot Day will be the same as a weekend work schedule. The morning work schedule will be utilized for applicable safety-training.

SECTION 2. 8-Hour and 10-Hour Shift Employees:

- A. All 8-hour shift employees covered by this Agreement are entitled to eighty (80) hours of Holiday Leave per year. All 10-hour shift employees covered by this agreement are entitled to one hundred (100) hours of Holiday Leave per year. The authorized Holiday Leave days are as follows:

New Years' Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

Two additional days of each employee's choosing

If an authorized Holiday Leave falls on an employee's regularly scheduled day off, the employee must select another day during that year as a substitute for the authorized Holiday Leave Day. If an authorized Holiday Leave falls on a Saturday or Sunday, the preceding Friday or the following Monday, respectively, shall be the

authorized Personal Time off.

- B. If an 8-hour/10-hour employee separates from City employment during the term of the contract, Holiday Leave shall be computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods throughout the year.
- C. Employees working 8-hour/10-hour shifts and completing their probationary year shall have their Holiday Leave computed as accruing 3.08/3.85 hours respectively in each of the twenty-six (26) pay periods remaining in the fiscal year.
- D. Employees may take Holiday Leave in .25 hour increments.
- E. All 8-hour/10-hour shift employees are required to use a minimum of 64/80 hours respectively (those named in Section A or an approved alternate) of Holiday Leave each year. Holiday Leave hours not used by the employee will be paid to each employee at the rate of straight time. 8-hour/10-hour shift employees may elect to be paid for up to 8/10 hours in the first paycheck in December and/or up to 16/20 hours in the second paycheck in June, respectively.

ARTICLE 22

LONGEVITY

Longevity pay is made in recognition of an employee's tenure and faithful service to the City. Longevity pay is computed as follows:

Employees shall be eligible to receive the following longevity benefit at the beginning of their 4th year (37th month) of service based on the employee's hire date. With the following Longevity table:

	Years of Service		Annual Longevity Pay		Per Payday Longevity Pay
\$150.00	4		\$600.00		\$23.08
\$150.00	5		\$750.00		\$28.85
\$150.00	6		\$900.00		\$34.62

\$150.00	7		\$1,050.00		\$40.38
\$150.00	8		\$1,200.00		\$46.15
\$150.00	9		\$1,350.00		\$51.92
\$150.00	10		\$1,500.00		\$57.69
\$150.00	11		\$1,650.00		\$63.46
\$150.00	12		\$1,800.00		\$69.23
\$150.00	13		\$1,950.00		\$75.00
\$150.00	14		\$2,100.00		\$80.77
\$150.00	15		\$2,250.00		\$86.54
\$150.00	16		\$2,400.00		\$92.31
\$150.00	17		\$2,550.00		\$98.08
\$150.00	18		\$2,700.00		\$103.85
\$150.00	19		\$2,850.00		\$109.62
\$150.00	20		\$3,000.00		\$115.38
\$150.00	21		\$3,150.00		\$121.15
\$150.00	22		\$3,300.00		\$126.92
\$150.00	23		\$3,450.00		\$132.69
\$150.00	24		\$3,600.00		\$138.46
\$150.00	25		\$3,750.00		\$144.23
\$150.00	26		\$3,900.00		\$150.00
\$150.00	27		\$4,050.00		\$155.77
\$150.00	28		\$4,200.00		\$161.54
\$150.00	29		\$4,350.00		\$167.31
\$150.00	30		\$4,500.00		\$173.08

This payment will be in addition to an employee's base pay and will be received on the same checks he receives for his normal pay.

ARTICLE 23

UNIFORM AND MAINTENANCE ALLOWANCE

SECTION 1. Employees shall provide a flashlight and batteries, suitable boots and/or shoes for all uniforms and maintenance of uniforms (not including any part of turn-out clothing or firefighting related gear) at their own expense.

SECTION 2. The Employer shall repair or replace with like kind and quality any timepiece damaged or destroyed in the line of duty to a maximum of two hundred dollars (\$200) per incident.

SECTION 3. The employer shall reimburse employees for damage or destruction of cell phones up to three hundred and twenty five dollars (\$325.00).

SECTION 4. The Employer agrees to replace prescription eyeglasses or contact lenses

damaged or destroyed in the line of duty at full value, up to four hundred dollars (\$400).

SECTION 5. Repair or replacement must be due to job required activities. Repair or replacement must not be due to employee neglect.

SECTION 6. In recognition and appreciation of their dedicated service to the Midwest City Fire Department, employees covered by this collective bargaining agreement will have the right to purchase his or her Structural Firefighting Helmet upon promotion or retirement. The employee will pay 10% of the original purchase price multiplied by the remaining years of life for the Helmet. A minimum of 10% of the original purchase price of the Helmet will be paid by the employee regardless of the remaining service life of the Helmet. NFPA Standard 1851 sets the service life of structural firefighting Helmets at ten (10) years from the date of manufacture.

The employee will have the right to purchase their badge and/or collar brass upon promotion or retirement for the “replacement price” of either or both items.

Employees who are terminated for disciplinary reasons will forfeit these rights.

ARTICLE 24

WAGES

SECTION 1. The pay plan contained in Addendum “A” attached to this Agreement shall include a ~~4.4~~ 6.0% COLA be implemented effective July 1, ~~2021,2022;~~ the pay plan contained in Addendum “B” reflects a 3.0% COLA effective July 1, 2023, and shall run the term of this contract.

ARTICLE 25

INCENTIVE PAY

SECTION 1. The Employer agrees to pay \$10.00 per pay period to registered EMT Intermediate/Advance and \$20.00 per pay period to registered EMT Paramedics covered under this collective bargaining agreement. . Provided, however, such payment shall be made only as long as the employee maintains the required certification or registration according to the State of Oklahoma Department of Health requirements. Such payment shall be made only as long as the employee maintains the required certification or registration according to State of Oklahoma Department of Health requirements.

SECTION 2. The Employer agrees to pay \$34.62 per pay period to those employees who are assigned to the Prevention Section and who have completed inspection and investigation training as approved by the Fire Chief. The Employer further agrees to pay

\$23.08 per pay period to those employees who are assigned to the Operations Section of the Fire Department who have completed Inspection and Investigation training as approved by the Fire Chief. Such payment shall be made only as long as the employee completes eight (8) hours per year of continuing education in the field of inspections and/or investigations, which continuing education shall be at the Employer's expense.

SECTION 3. The City agrees to pay \$30.00 per pay period to those employees who possess an Associate Degree or \$40.00 per pay period to those employees who possess a Bachelor's Degree or \$50.00 per pay period to those employees who possess a Master's Degree. The degree must be acquired from an accredited college or university. Only the highest degree possessed will be paid for; provided, that those employees eligible to receive compensation under this section shall not include employees who have elected to participate in the City tuition reimbursement program.

SECTION 4. The City agrees to pay \$23.08 per pay period to certified EMS Instructors as long as they are performing those duties not to exceed one per shift. One of the EMS Instructors will be assigned as EMS coordinator by the Fire Chief. The City agrees to pay \$23.08 per pay period to one EMS Coordinator as long as he is performing those duties.

SECTION 5. The Employer agrees to pay \$46.15 per pay period to certified Hazardous Materials Technician Level Responders. Such payment shall be made as long as the employee completes 8 hours of continuing education each year as required and provided by the Midwest City Fire Department Training Section.

SECTION 6. The Employer agrees to pay \$30.00 per pay period to those employees who serve on each of the following committees: Safety, Training/EMS, Special Ops/SCBA, Apparatus, and Honor Guard. The Employer also agrees to pay \$30.00 per pay period to each Assistant Chief serving as Committee Director. This payment is not accumulative based on number of committees served.

~~**SECTION 7.** The employer agree to pay \$23.08 per pay period to those employees assigned to the Prevention Section that are CLEET Certified. Anyone not receiving this CLEET Certification Incentive Pay as of July 1, 2021, shall not be eligible to receive this incentive pay.~~

SECTION 87. The employer agrees to pay \$72.70 per pay period for those employees assigned to the duties of acting Shift Commander (Ride-Out) as designated by the Shift Commander with one per shift.

Section 98. The employer agrees to pay each member of the bargaining unit \$450 for successful completion of the SCBA Endurance Course and/or \$450 for the successful completion of the annual Functional Capacity Exam. These monies will be figured at the end of the contract year and shall be paid on the second payday in July.

ARTICLE 26

MINOR MAINTENANCE

Minor maintenance is considered to be the normal upkeep of station equipment, apparatus and department vehicles as now performed by department personnel.

ARTICLE 27

DUES AND SUBSCRIPTIONS

- A. The Employer agrees to pay, based on individual employees' written authorization and direction, the Oklahoma State Firefighters Association (OSFFA) dues for members of the bargaining unit.
- B. The Employer agrees to pay the registration fees for all delegates to the annual OSFA convention. Employees serving as delegates for the annual OSFA convention shall be allowed training leave starting Wednesday morning at 7:00 a.m. and ending at the conclusion of the convention on Saturday. Employees are required to attend all meetings and activities associated with the convention.

ARTICLE 28

HEALTH BENEFITS

SECTION 1. Effective July 1, ~~2021~~2022, the Employer agrees to pay the employees covered by this Agreement enrolled in the Health Plan ~~Health Plan-Preferred PPO Network~~ ~~\$229.05~~\$239.77 for the employee, or ~~\$438.03~~\$462.42 for the employee and their dependent spouse, or ~~\$292.89~~\$310.57 for the employee and their dependent child(ren), or ~~\$584.52~~\$615.63 for the employee and all dependents in 24 of their 26 paychecks per year, which amount includes rollover, for employee and dependent health benefits.

Effective July 1, 2023, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2023-2024.

Effective July 1, 2024, the amounts listed above shall be modified in accordance with the amounts to be established by the Insurance Committee and approved by the City Council for FY 2024-2025.

SECTION 2. On January 1, 1999, all of the employees covered by this agreement will participate in the City Employees' Health Benefits Plan as new participants. The benefits and premiums will be non-negotiable. Premium payments will be made through the cafeteria plan.

SECTION 3. The Employer recognizes its responsibility under 51 O.S. section 151 et. seq. to indemnify employees from certain claims arising out of the performance of their duties and from the costs and expense incurred in defending said claims. The Employer states its intention to adhere to said statutory requirements.

SECTION 4. During the Contract year in the event that the Internal Revenue Service (IRS) issues any regulations or additional guidance that affects the Employee Health and Benefit Plan overall costs and/or premiums, the parties agree to reopen negotiations on Article 28 for the sole purpose of modification to the premium that is referenced in section one of the article.

In the event that there are increases to the costs of the Employee Health and Benefits Plan during the contract year, the City agrees to pay half the increase cost associated to the premiums by tier, with the employee paying the remaining half.

Additionally, the City agrees to the following provisions as concerns future employee and/or dependent insurance premium increases:

1. The City Manager will notify Local 2066, in writing, of any premium increase recommendations of the Insurance Committee that are being taken to the City Council for approval.
2. Said notification will specify the exact dollar amount of increase for the employee premium and/or for the dependent premium being recommended to the Council.
3. The written notice shall be delivered to Local 2066 prior to the date of the premium increase recommendation being presented to the City Council for approval.

Said written communication will not be intended to change in any manner any other relationship of the parties in regards to the health insurance programs or premiums, but will simply serve to give Local 2066 prior notice of the Health Insurance Committee's recommendations to the Council for approval.

ARTICLE 29

LIFE INSURANCE

SECTION 1. The Employer shall provide life insurance for members of the Fire Department with a basic benefit of fifty thousand dollars (\$50,000) and a double indemnity benefit for accidental death in the amount one hundred thousand dollars (\$100,000).

SECTION 2. To have optional life insurance extended to members of the bargaining unit, the Union must have 100 percent (100%) of members elect to participate. The Employer shall pay fifty percent (50%) of any premium with the employee paying the remaining fifty percent (50%).

ARTICLE 30

HEALTH PHYSICAL

SECTION 1. The Employer agrees to pay the cost of a physical examination for employees. The Department will be divided as equally as possible into one-thirds (1/3) and in any given year one-third (1/3) of the department will be given the opportunity to attend an annual physical examination regardless of age.

The physical shall coincide with the needs of the physical fitness program. The physical shall consist of the following:

- History and physical
- Audiometric Testing
- Comprehensive Metabolic Panel (14) to include CBC and Lipid Battery (chemistry profile)
- X-Ray chest and spine
- Lumbar-sacral spine X-ray at Employees Discretion
- Pulmonary function exam
- 12 Lead EKG and Exercise Treadmill Test
- Digital Prostrate Exam and PSA (if over 30)
- Static and Isoinertial Testing of Arm/Pull and Lifting tests
- A testicular exam for all male employees regardless of age
- Hepatitis C antibody screen
- Hepatitis B antibody screen
- Tdap immunization
- MMR Booster immunization at the employee's discretion
- Hepatitis A vaccination at the employee's discretion
- HIV Screen
- Calcium Scoring Test for all employees over 40

SECTION 2. If the Employer has reasonable cause to question a firefighter's physical fitness (health) to perform his/her assigned responsibilities, it may elect to require the individual to submit to a special physical examination at the Employer's expense or notify the individual employee of the necessity to review the results of the physical examination provided herein. If the employee refuses to release such results, the issue will be resolved through the grievance procedure, including arbitration, with the cost being borne equally by both parties.

SECTION 3. The City of Midwest City encourages employees to get an annual and age-appropriate physical through their primary care physician (PCP) or preferred healthcare provider. In accordance with the Patient Protection and Affordable Care Act (ACA), such an annual physical or wellness exam shall be covered by the health plan without any cost to the employee. The employee shall communicate with their PCP that they are

requesting an annual physical covered by the ACA. Services performed outside the scope of the routine physical or wellness exam may have costs to the employee associated with the services (e.g., treatment for a muscle ache, soreness, illness, or other specific issue addressed at the same appointment as the annual physical or wellness exam).

ARTICLE 31

WORKING ON PERSONAL PROPERTY

Members of the bargaining unit shall be allowed, with the approval of the immediate supervisor, to work on personal items after regular working hours are over, provided there is no Fire Department business to be done. This type of activity may be performed under the following conditions:

- A. Work will not constitute a major overhaul of personal property.
- B. Work shall be limited to projects of a non-compensatory nature.
- C. No City equipment or supplies will be used.

ARTICLE 32

HOURS OF WORK

SECTION 1. Personnel assigned to the Suppression Division shall work 24-hour shifts on a 2912 hours per year in a twenty- seven (27) day work period under the three-platoon system. The 27 day work period will contain 216 hours of work of which 204 will be considered FLSA "straight time." The 24-hour shift shall commence at 0700 hours.

SECTION 2. Personnel assigned to the Training Division shall work 8-hour shifts on a forty (40) hour average week in a 28-day work period. An exception to these hours of work may be necessary to address specific training activities as recommended by the Chief of Training, and as approved by the Fire Chief.

SECTION 3. Personnel assigned to the Fire Prevention Division shall work 10-hour shifts on a forty (40) hour average week in a 28-day work period under a two-platoon system. The work week will be comprised of four (4) consecutive days on duty and three (3) consecutive days off duty. The days off shall be limited to Friday, Saturday, Sunday, or Saturday, Sunday, Monday. An exception to these hours of work may be necessary to address specific fire prevention activities as recommended by the Fire Marshal, and as approved by the Fire Chief.

ARTICLE 33

OVERTIME AND CALLBACK

SECTION 1. Overtime and callback for emergencies will be paid at the rate of time and one-half in dollars or compensatory time in accordance with FLSA regulations. Voluntary overtime for constant manning will be paid at time and one-half in dollars.

SECTION 2. Required off-duty training or meetings will be paid at time and one-half in dollars or compensatory time in accordance with FLSA regulations.

SECTION 3. Departmental personnel assigned to "on call status" shall be compensated at the rate of one and one-half times his rate of pay for a minimum of 2 hours if called back. Compensation shall be paid in accordance with FLSA regulations.

SECTION 4. At the discretion of the City Manager, employees may receive payment for overtime service. Rates of overtime pay shall be either at straight time or time and one-half their regular rate of pay for hours in a pay period. Whether an employee receives straight pay or time and one-half pay (or time) will depend on whether he or she was on normal work status during the entire pay period as described below:

Overtime Determination

Normal Work Status: At the end of the pay period, OT1 (straight time pay or compensatory time) or OT2 (time and one-half pay or compensatory time) shall be authorized depending on whether the employee was on normal work status during the entire pay period. An employee shall be considered on normal work status for any of the following:

1. When on duty performing assigned tasks
2. Vacation time
3. Civil or military leave
4. Holidays
5. Training leave
6. Compensatory time
7. Sick leave (if used for a doctor's appointment and approved by supervisor at least 72 hours in advance)
8. Blood leave
9. Union Leave
10. Voting Leave
11. Injury Leave

If an employee performs work in excess of his regularly scheduled hours in his normal pay period and are covered by the above normal work status criteria, overtime shall be compensated at the rate of time and one-half. The 12 hours of FLSA overtime in each

27 day period will be compensated at 1 ½ times the employee's base rate of pay. Employees' base rate of pay will include wage augments such as longevity pay, incentive pay, degree pay etc. Because the annual salary is divided by 2912 hours to compute a 24 hour worker's hourly wage, the "straight time" for these 12 hours has already been paid. The employee will therefore be compensated with the ½ portion of the base rate X the hours of FLSA overtime for each pay period.

Non-Work Status: An employee is considered not to be on normal work status for the following:

1. Unauthorized leave
2. Sick Leave
3. Extended Sick Leave
4. Suspension without pay
5. Emergency Leave
6. Leave of Absence
7. Leave without pay

Overtime hours will be compensated in accordance with the FLSA. Hours spent on normal work status will be counted toward the overtime calculation. Hours spent on non-work status will only be counted toward straight time.

SECTION 5. Members of the Prevention Section assigned to standby status on weekends or holidays shall be entitled to standby pay in the amount of \$50.00 per day while so assigned. In the event a member is called to duty while on standby status, he shall be compensated in accordance with Section 1 above and not receive the \$50.00 standby pay for that day.

ARTICLE 34

COMPENSATION AT SEPARATION

SECTION 1: An employee who resigns, retires or is dismissed, or dies in the line of duty is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation, and sick time.

SECTION 2: Members of the bargaining unit agree to complete and submit to the City's Human Resources Office a Beneficiary Designation as to Final Wages and Benefits (BDFWB) found in the rear of the Collective Bargaining Agreement (CBA) in the event of a life change such as marriage, divorce, and/or in the event of the death of a beneficiary currently listed on the BDFWB form. The BDFWB form will be maintained in the member's Official Personnel File for record keeping purposes.

ARTICLE 35**DRUG FREE WORKPLACE ACT**

The Employer will implement and conform to Public Law 100-690 The Drug Free Workplace Act of 1988. In accordance with the Act, the Employer will:

- A. Publish and distribute to workers a policy prohibiting illegal drugs in the workplace;
- B. Provide each employee a copy of the above policy;
- C. Establish "drug free awareness programs" to inform employees about the dangers of drug use in performance of their jobs; the penalties for using them at work; and the availability of drug-counseling programs;
- D. Require employees to notify the employer if they are convicted of any drug related crime;
- E. Punish convicted employees for drug violations or require their successful completion of a drug rehabilitation program.

ARTICLE 36**WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to further collectively bargain, with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 37**SUBSTANCE ABUSE POLICY**

The parties agree to the Substance Abuse Policy attached hereto as Exhibit "A" for Fiscal Year 2020-21.

ARTICLE 38

PENSION BENEFITS

Effective Pay Period Ending 2/20/2019 the employer agrees to pay fourteen percent (14%) of each employee's total actual paid gross salary to the Oklahoma Firefighters Retirement System the employee will be required to pay the remaining nine percent (9%) for a total of twenty three percent (23%), in accordance with Title 11 O.S. § 49-122.

ARTICLE 39

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are severable.

SECTION 2. In the event of invalidation of any article or section both the Employer and the Union agree to meet for the purpose of arriving at a mutually satisfactory agreement for such article or section within thirty (30) days of said invalidation.

SECTION 3. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribing hereto.

SECTION 4. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

SECTION 5. It is understood that all time limits found within this Agreement may be extended by mutual concurrence.

SECTION 6. This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this contract, and no provisions or terms of obligations herein contained shall be modified, altered or changed in any respect except by mutual agreement of the parties in writing.

ARTICLE 40

Disciplinary Action Involving the Administrative Review Board

SECTION 1. Disciplinary action, for just cause, shall be solely for the good of the service, as a minimum the following procedure shall be followed as set forth by this article.

SECTION 2. All complaints lodged against member(s) of the Fire Department will be investigated. The allegations will be reduced to writing and will be presented to the employee at the time of the investigation. If appropriate discipline is issued it will be done at the end of a completed investigation; the employee will receive copies of the disciplinary action at the time the disciplinary action is issued.

SECTION 3. The employer will notify the employee, of any disciplinary action above the level of informal oral counseling. If an employee as a result of an investigation is going to be referred to the Administrative Review Board (ARB) with the recommendation for discipline to the level of suspension without pay, demotion, or termination of employment; the recommendation shall have written documentation supporting the recommendation of suspension without pay, demotion or termination of employment. The employee shall receive an identical copy of all documentation supporting the recommendation to the ARB. An identical copy of the recommendation and all supporting documentation will be given to the union representative, at the employee's request only. This information will be presented to both parties at the conclusion of the investigation prior to the ARB meeting. The employee will be given the opportunity to speak to the ARB if they so choose, the employee may have union representation present at their request.

ARTICLE 41

DURATION OF AGREEMENT

THE AGREEMENT SHALL BECOME EFFECTIVE 12:01 A.M. July 1, ~~2021~~2022, and shall remain in full force and effect until midnight June 30, ~~2022~~2025.

IN WITNESS WHEREOF, the parties set their hands this ~~10~~28 day of ~~August~~
~~2020~~June 2022.

ATTEST:

THE CITY OF MIDWEST CITY, OKLAHOMA

City Clerk

Mayor

ATTEST:

MIDWEST CITY INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS,
LOCAL #2066

Secretary

President

CORPORATE NEGOTIATOR
CITY OF MIDWEST CITY

Human Resources Director

APPROVED AS TO FORM AND LEGALITY this ~~10~~28 day of ~~August 2020~~June 2022.

City Attorney

MIDWEST CITY FIRE DEPARTMENT

EXHIBIT A

SUBSTANCE ABUSE TESTING POLICY

PURPOSE: City government provides a variety of public services. The employees of the City are its most valuable resource, since it is through their work that services are provided. When delivering services, the health and safety of the public and the employees are paramount.

Drug and alcohol abuse are serious problems which affect all segments of the community, including the workplace. Such abuse poses risks to members of the public and to City employees. Employees have the right to work in an alcohol- and drug-free environment. The public has the right to be free from the harmful effects of alcohol and drug abuse in the provision of public services. The policy of the City is to provide a safe work environment and to protect the public by ensuring a drug- and alcohol-free workplace.

This policy implements 49 CFR 30 (Federal Highway Administration or FHWA) requirements for drug and alcohol testing for Commercial Driver's License holders, 49 CFR 655 (Federal Transit Administration or FTA) rules for employees performing safety-sensitive work on CDL class vehicles, and the Oklahoma Workplace Drug and Alcohol Testing Act. **Any violation of this policy shall remove an applicant from consideration for employment and shall subject an employee to disciplinary action, up to and including termination.**

It is the City's policy to:

- A. Ensure that all city employees are not impaired in their ability to perform assigned duties in a safe, healthy and productive manner.
- B. Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.
- C. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances.
- D. Encourage employees to seek professional assistance any time personal problems, including alcohol or drug abuse or misuse, adversely affect their ability to perform their assigned work duties.

This policy is designed to:

- A. Detect the use of prohibited drugs by urine or saliva testing.
- B. Detect the misuse of alcohol by breath testing.
- C. Deter the misuse of drugs and alcohol by providing education and training about the safety and health ramifications of substance abuse.

**Revised: 5/00
2/20**

This policy is intended to comply with all applicable federal and state regulations for prevention of prohibited drug and alcohol use as well as standards for drug and alcohol testing. The U.S. Department of Transportation (DOT) regulations are found in 49 CFR, Part 653 and Part 654, as amended, and 49 CFR, Part 40, as amended, and State of Oklahoma regulations are found in OAC 310:638 and Title 40 O.S. § 551 et seq.

Scope. All City employees are subject to the provisions of this policy, including employees who are required to have a current Commercial Driver's License (CDL) as a condition of employment. Employees performing safety-sensitive work on City vehicles (such as maintenance mechanics and their supervisors) are subject to the requirements of the FTA-specific CDL provisions of this policy.

STATEMENTS OF POLICY:

Treatment and Rehabilitation. The City of Midwest City is invested in its employees' health and welfare and realizes that members within the organization may develop an issue with drug and/or alcohol abuse. The City provides an Employee Assistance Program (EAP) for employees to reach out to, confidentially, if they determine that they need treatment or rehabilitation, as well as medical plan coverage for both inpatient and outpatient treatment. The Human Resources Director is the administrator of and contact for the EAP. When this opportunity is appropriately taken, the employee may use accrued leave for treatment and rehabilitation. Employees who believe they may have an alcohol or drug usage problem are encouraged and expected to voluntarily seek confidential assistance from the EAP. However, it is the policy of the City of Midwest City that these attempts be made prior to the failing of a drug or alcohol test. Once a test is failed and verified, it becomes a matter of employee misconduct and therefore subject to disciplinary action, up to and including termination.

Prohibitions. This policy prohibits the following:

- A. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on City property or while on City business, or in City supplied vehicles, or during working hours.
- B. The unauthorized use, possession, manufacture, distribution or sale of

alcohol on City premises, or while on City business, or in City supplied vehicles, or during working hours.

- C. Storing any illegal drug, drug paraphernalia or any controlled substance whose use is unauthorized, or any container of alcohol, in or on City property (including vehicles). Unopened containers of alcohol in a private vehicle parked on City property shall not be a violation of this policy, provided all container seals and original packaging are intact and unbroken.
- D. Reporting to work, or working, while under the influence of illegal drugs or alcohol, whether on City premises or on City business, or in City vehicles.

**Revised: 5/00
2/20**

- E. Failing to notify the employee's supervisor, before beginning work, that the employee is taking medications or drugs which may interfere with the safe and effective performance of duties.
- F. Refusing to immediately submit to an alcohol or drug test when requested by a supervisor, in accordance with this policy.
- G. Failing to provide, by the next work day following a request, a valid prescription for any drug or medication identified when the results of a drug test are positive. If the employee is taking prescription drugs, the prescription **must** be in the employee's name.
- H. Refusing to submit to an inspection as described in the enforcement section of this policy when requested by a supervisor, in accordance with this policy.
- I. Failing to adhere to the requirements of any drug or alcohol treatment program in which the employee is enrolled: (a) as a condition of continued employment; or (b) pursuant to a written agreement between the City and the employee.
- J. Violating any criminal drug or alcohol statute while working, or conviction under any criminal drug statute.
- K. Failing to notify the City of any arrest or conviction under any criminal drug or alcohol statute by the next work day following the arrest or conviction.

Medical Marijuana: It is important to note that the Federal Government lists marijuana as an illegal drug. While medical marijuana may now be legal in Oklahoma, employees in safety-sensitive positions and employees in non-safety-sensitive positions who do not possess valid medical marijuana licenses should understand that it is a violation of the City's drug policy and procedure to test positive for THC in a post-accident, random, for-

cause, return to duty, or follow-up drug test. This also applies to pre-placement drug tests. An employee's status as a medical marijuana license holder shall not be taken into consideration by the City in the instance of a positive THC result for employees in safety-sensitive positions. Any City employee found to be in possession of, consuming, or under the influence of marijuana while working, representing the City, on City-related business, or while on or in City property shall be subject to disciplinary action, up to and including termination, for misconduct in violating this policy. "Under the influence" includes observable appearance, behavior and/or conduct. **New 2/20**

Safety-Sensitive Positions: Positions that are designated as "safety-sensitive" are exempt from medical marijuana protections. Safety-sensitive positions include those positions that the City reasonably believes affect the safety and health of others. As defined by statute, some safety-sensitive positions include, but are not limited to, positions that work with hazardous materials, operate vehicles or machinery, maintain equipment, work with utilities, prepare/handle food and/or medicine, carry a firearm, qualify as police/peace officers or firefighters, or care for patients or juveniles and children. Safety-sensitive designations shall be included in applicable job descriptions and vacancy postings. **New 2/20**

Managerial Responsibility for Enforcement. Risk Management and Human Resources shall be responsible for enforcement of this policy with the direct cooperation of departmental managers and supervisors. The City will provide training to all managers authorized to act under this policy in evaluating and working with substance abuse issues in the workplace.

Enforcement. When there is a reasonable suspicion to believe that an employee's job performance and/or behavior may be impaired by drugs or alcohol, the supervisor shall take the steps outlined in the "for-cause" testing section of this policy to address the situation. The employee may be directed to submit an alcohol/drug test and/or be subject to search of property in which the City maintains control or joint control with the employee.

Impairment. It is the responsibility of all City employees to report any behaviors of employees that indicate potential impairment by drugs or alcohol to their supervisor and/or manager. These reports shall be addressed by the supervisor and/or manager with urgency and in as much confidence as the specific circumstance allows.

Drug and Alcohol Testing. Testing under this policy generally means a urinalysis or oral fluid test for drug testing and an evidential breathalyzer test for alcohol testing, administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. Other methods are allowed by Oklahoma State Department of Health Rules OAC 310:638-1-4 for initial detection of the presence for drug and/or alcohol. Hair testing is also allowed for initial and confirmation drug testing. Saliva is also allowed for initial alcohol testing; additionally, blood testing is allowed for initial and confirmation testing for alcohol.

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Drug Testing by Urinalysis: The room where the sample is obtained must be private and secure. Documentation shall be maintained that the area has been searched and is free of any foreign substance. For all general employees, CDL holders and individuals tested under the reasonable suspicion or for-cause standard, no observer shall be present when the initial sample is collected. In the event that there is evidence that a sample has possibly been altered or adulterated by the donor (e.g., temperature outside the range of 32-37⁰ C/90-100⁰F) or that the sample is a substance other than urine, another specimen will be taken under the direct supervision of a collection site person of the same gender as the donor, and both specimens shall be forwarded to the testing facility for testing. Standard and lawful procedural actions shall be taken in all tests to ensure the sample is from the subject and was actually passed at the time noted on the record.

Each step in the collection and processing of the urine specimen shall be documented to establish procedural integrity and the chain-of-custody. Unless specifically noted, all testing will be done using SAMHSA procedures and threshold levels. Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample will be taken to allow for a second, follow-up test.

Drug Testing by Oral Fluid (saliva): Unlike urinalysis, the testing of saliva does not require the quarantine of a restroom. The donor is given an oral swab by the collector. This swab is placed inside the donor's mouth, under the tongue. When an adequate amount of saliva has been collected, the swab is then placed in transport tube by the donor and handed to the collector. As with urinalysis, each step in the collection and processing of the saliva specimen shall be documented to establish procedural integrity and the chain-of-custody. Specimen samples shall be sealed and labeled. A large enough sample will be taken for a second, follow-up test. **New 2/20**

Fraudulent Samples: Any employee providing false information about a urine, saliva or breath specimen or who attempts to contaminate such sample shall immediately be placed on administration leave (pending testing results) and be subject to discipline, up to and including termination. Any applicant providing false information about a urine, saliva or breath specimen or who attempts to contaminate such sample shall be removed from hiring consideration. **New 2/20**

Drug Test Classifications: Under this policy, and in accordance with state and federal law, there are different classifications of workplace drug and alcohol testing. The following describes each classification:

- I. **Pre-Employment Testing:** The City shall conduct post-offer, pre-employment testing examinations designed to prevent the hiring of individuals who use illegal drugs or abuse prescription drugs. All selected applicants for positions within the City, except for temporary employees, are required to

pass a post-offer, pre-employment drug and alcohol test prior to being hired. The test is a condition of employment and will be administered after a conditional offer of employment has been made and prior to any tentative start date. Applicants that hold a current CDL license will be required to submit to a DOT drug/alcohol test if the applicant is to perform or may perform job tasks that require the operation of CDL class vehicles. The test consists of the submittal of both a urine or saliva sample and a breath alcohol test at a facility under the direction and arrangement by the Human Resources Department.

Any applicant who fails or refuses to submit to such testing shall be denied employment. A confirmed positive test for illegal drugs or alcohol will exclude an applicant from being hired, regardless of position applied for. A confirmed positive test for THC will automatically exclude an applicant for a safety-sensitive position from being hired.

All applicants, except Police Officers and Firefighters, will be tested under the procedures contained in this policy which are consistent with the procedures for CDL holders. Pre-employment testing for prospective Police Officers and Firefighters will be done according to the drug and alcohol testing protocols and standards that are on file in the office at the State Police or Fire Pension System. Confirmation testing will be conducted using Gas Chromatography-Mass Spectrometry. The urine sample shall be retained for 12 months by proper storage method to allow for further testing if necessary.

- II. For-Cause Testing:** Title 40 O.S. § 554 states that a public employer may request or require an employee to undergo drug or alcohol testing at any time there is reasonable cause to believe that the employee may be under the influence of drugs or alcohol or has violated this policy, including, but not limited to, the following circumstances:
- A. When a reasonable suspicion exists that the employee or another person has sustained an injury, or property of the City has been damaged as a direct result of the employee's substance abuse;
 - B. Drugs or alcohol are found to be on or about the employee's person or in the employee's vicinity;
 - C. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol;
 - D. A report of drug or alcohol use while at work or on duty;
 - E. Information that an employee has tampered with drug or alcohol testing at any time;
 - F. Negative performance patterns; or
 - G. Excessive or unexplained absenteeism or tardiness.

When a supervisor and/or manager notices or an employee reports noticing an employee exhibiting any of the above (or other suspicious) behaviors, the supervisor and/or manager shall not delay in addressing the situation. Upon

becoming aware of the situation, the supervisor shall:

- A. Observe the employee's behavior and speech;
- B. Temporarily suspend employee's involvement in any safety-sensitive activity;
- C. Keep the employee in the location under supervision;
- D. Document in writing the facts constituting cause;
- E. Communicate with management the concern;
- F. Contact Risk Management and report the concern;
- G. Obtain written statements from any reporting employees; and
- H. Maintain decorum and confidentiality for all parties involved.

Once the supervisor has established cause and Risk Management has been contacted:

- A. The employee shall be interviewed by both the supervisor and a witness, (minimum supervisor level), preferably from Risk Management.
- B. All parties involved with the interview of the employee shall be in full agreement that cause has been established.
- C. Upon the conclusion that cause exists, Risk Management shall communicate the situation to Human Resources and ensure that appropriate management has been notified.
- D. Risk Management shall immediately arrange for drug and alcohol testing of the employee.
- E. The employee is to remain under direct supervision once cause is established. They are to be visible at all times and NOT allowed to use the restroom or drink anything.
- F. The Risk Management representative shall take the employee directly to the testing facility.
- G. In the matter of for-cause testing, all substances allowed by law to be tested through urine or saliva sampling shall be tested for.
- H. The employee shall, in accordance with this policy, provide accurate contact information (a minimum of two (2) phone contacts) to both the testing facility AND Risk Management to ensure a Medical Review Officer (MRO) can contact the employee if need is established.

When the employee's test has been submitted, the following shall take place:

- A. The employee shall be placed on administrative leave, pending results.
- B. The results will be evaluated by the laboratory as stated in this policy.
- C. Any initial positives shall be forwarded to the MRO for evaluation.
- D. The MRO will contact the employee for an interview. The employee shall, in compliance with this policy, make themselves available to the MRO and shall cooperate with this process.
- E. The MRO then determines if there are any legitimate medical reasons for a positive test through the interview with the employee, review of the employee's medical records or a request that the employee be seen by a MRO approved physician.
- F. Once notified by the MRO, the employee has a right to request that the B

bottle of the original specimen be tested.

G. The MRO verifies results as negative, positive, refused, or cancelled.

The results of the drug test are communicated to Risk Management and by Risk Management to Human Resources. The employee will be notified by mail of the results as well. In the case of a negative result the employee shall be allowed to return to work, yet may be recommended to consult with the EAP Professional to address the behavior that originally constituted cause.

In the case of a confirmed positive, the employee shall remain on administrative leave. The employee shall be referred to a SAP for evaluation and determination of intervention level. In addition, as this is an issue of employee misconduct, the matter will be turned over to the Human Resources Director. The issue of discipline is addressed in the Discipline section of this policy.

III. Non-DOT Random: As a provision of this policy, as well as in accordance with DOT and pension system requirements, the City of Midwest City conducts random drug and alcohol testing. Throughout the calendar year, (at least quarterly), all City employees in safety-sensitive positions will be subject to such testing. These individuals include, but are not limited to, Police Officers and Firefighters, employees with drug interdiction responsibilities, employees authorized to carry firearms, employees engaged in activities which directly affect the safety of others, employees who drive city vehicles, employees working in direct contact with juveniles, jailors, and supervisors of the above enumerated employees. Ten (10%) percent of the total Police and Fire employees will be subject to random testing on an annual basis.

The selection process for random drug testing for the City of Midwest City is as follows:

- A. Safety-sensitive employees' names are kept and maintained on an Excel spreadsheet by department.
- B. An additional list is established for employees that are subject to DOT mandated drug and alcohol testing.
- C. Each list has the employees' names with a corresponding line number.
- D. Each drawing sample is inputted onto a random sequencing generator online and the sequence is generated. That sequence is immediately printed and becomes the drawing. Each drawing sample pulled from the computer has the date and time of the drawing. The printed random sequence shall remain with all documentation regarding the random test.
- E. The drawing sample is then compared to the spreadsheet and, depending on the department size, the pre-determined amount of numbers; from top down is what determines who the selected individuals shall be. For example, if department size determines that four people are to be tested, the first four numbers of the random sequence are the compared to the

spreadsheet. The name(s) coinciding with the selected number(s) is the selected person(s) and shall report for the drug and alcohol test.

- F. Upon the determination of the person(s) drawn, an equal amount of "alternate" number(s) will determine the alternate(s) for the primary drawing. These alternates shall be selected using the original random sequence list that determined the primary selectees.
- G. In the event that an employee that has been selected to submit for a test is not at work the day of the test, the pre-drawn alternate will report to the testing site instead. If both the primary and alternate selectees are absent the day of the test, the department head and designee shall submit written notification to the Risk Management office that the employee and alternate are/were absent at the time of testing. This must be done within 24 hours of the testing process.

How the testing works:

- A. Once notified of the test, the employee is to report directly to the test site immediately with their identification. If a manager has been notified in the morning that an employee is to report for a random drug and alcohol test in the afternoon, the employee shall NOT be notified until it is time to report for testing. Once the employee is notified, THEY MUST report to the testing site immediately.
- B. Employees ARE NOT allowed to stop anywhere along the way for ANY reason. An employee that does not follow this directive exactly will be in violation of this policy and subject to disciplinary action based on that violation.
- C. The selected employees are not allowed to bring any food or beverage to the testing site.
- D. Once at the testing site, the employee will not be allowed to leave the building for ANY reason including, but not limited to, to get an ID from their vehicle, smoke, or lock their vehicle, without being under the direct supervision of a certified testing agent or a member of Risk Management.
- E. Employees shall fill out the appropriate non-DOT form after signing in. Any contact information provided on the forms shall be ACCURATE and ACTIVE. In the event that a MRO needs to contact the employee, the employee must submit to that interview process as a condition of compliance with this policy.
- F. The employee(s) shall follow the directions and instructions of the testing facility personnel while submitting samples.
- G. *For Urine Testing:*
 - 1. Under initial testing, the employee will be allowed privacy when giving the sample. Direct supervision is not allowed.
 - 2. The employee must provide enough of a sample that the sample can be divided into two adequate samples.
 - 3. If the employee is unable to provide a sample at the time they report to the test site, they have two (2) hours from the time that they sign in to produce a sample. Not submitting a sample within that time period is

considered a failed test.

4. In the event the sample provided by the employee has been tampered with, i.e., temperature out of range, suds, discolored, etc., the sample will be deemed adulterated and the employee shall be required to submit a second sample.
 5. When submitting a second sample due to suspected adulteration, the sample will be provided under direct supervision of a same-gender tester. If one is not available at the test site, the employee shall be driven by Risk Management or their supervisor to a testing facility immediately.
- H. *For Oral Fluid Testing:*
1. The employee will be provided an oral swab by the collector to obtain the sample.
 2. The employee must keep the swab under their tongue long enough to obtain the adequate amount of saliva.
 3. The swab is then placed inside the transport tube and labeled by the collector.
- I. Breath alcohol testing results are provided to the employee at the time of testing.
- J. Drug testing results are generated at the laboratory and may take up to 48 hours to receive results.
- K. Any initial positives shall be forwarded to the MRO and a subsequent investigation will begin.
- L. Employees shall cooperate and be truthful with the MRO as a condition of this policy.
- M. Results of drug and alcohol testing are to be communicated to the employee by mail from the Human Resources Department.

IV. DOT Random Testing: Many City of Midwest City employees are holders of CDL licenses. In accordance with federal mandate, these licensees are subject to random DOT testing. DOT regulations require 25% of CDL drivers to be randomly tested each year. DOT random drug testing shall be conducted independently from non-DOT testing and on a different date.

- A. The random DOT drawing shall be conducted by establishing a spreadsheet of all CDL holders (where their job with the City requires or could potentially require the employee to operate a class of vehicle that requires the CDL), regardless of department.
- B. Of these employees a drawing of an adequate amount of employees to meet the 25% requirement will be drawn utilizing the method stated in the previous section of this policy.
- C. When the employee reports to the testing site, they will be required to complete the DOT testing form.
- D. DOT regulations require that drug testing be performed by urinalysis.
- E. Once a DOT sample has been taken, the sample is processed through a DOT certified laboratory.
- F. Initial positive results are processed as they are in non-DOT testing. A

MRO will contact the employee in the result of an initial positive.

- V. Post-Accident Testing:** In the event that an employee is involved in an accident while operating a city vehicle or while on City business, under specific criteria, employees in safety-sensitive positions and CDL drivers shall be required to submit to post-accident drug and alcohol testing. Employees who are not in safety-sensitive or CDL driver positions may be subject to post-accident drug and alcohol testing. Post-accident testing will be conducted in accordance with federal regulations for DOT operators or under the provisions of this policy for non-DOT operators/employees. The only exception is in the case where a suspicion of potential drug or alcohol use of the driver has been determined at the accident scene, at which point, the employee will be required to submit to a for-cause test.

The criteria for post-accident testing are as follows:

- A. Any accident that results in the loss of human life, regardless of issuance of citation.
- B. Any accident that results in the immediate need of medical treatment away from the scene in which the employee receives a citation.
- C. Any accident that results in the requirement of any vehicle to be towed from the scene and the employee receives a citation.
- D. In the event that the accident is under more extensive investigation to determine fault, the employee shall submit to post-accident testing.

If a City of Midwest City employee is in an automobile/equipment accident, Risk Management is to be notified immediately. Risk Management shall report to the accident scene to assist in the determination and subsequent facilitation of post-accident testing.

The employee involved in the accident is not allowed to leave the scene, unless emergency medical attention is required. If the above criteria are met, the employee will not be allowed to drive until the testing is completed and negative results verified. The supervisor and/or manager of the employee must find a substitute driver of the vehicle, if it is drivable, to assume that responsibility. The employee is to be driven to the testing facility immediately upon being released by investigating officers, by Risk Management or the employee's supervisor if Risk Management is unable to leave the scene. Employees ARE NOT allowed to be driven by any level below supervisor. The employee is to be taken directly to the facility. An employee refusing to submit to post-accident testing is considered to have failed the test and is subject to both the provisions of this policy and federal mandate.

In addition to the driver of a CDL vehicle, technicians who have worked on the CDL class vehicle and their immediate supervisors are subject to post-accident testing, provided that the potential cause of the accident was the failure of a recently repaired component(s). For example, a technician will be

tested if he/she had worked on a truck's brake system just prior to an accident and it is determined that a brake problem contributed to the accident.

- VI. Follow-up or Return to Work Testing:** When an employee has tested positive for drugs or alcohol during a random or post-accident test, the same provisions apply as for all employees in the section above on Discipline and/or Treatment/Rehabilitation. In addition, the following specific rules apply:
- A. Employees will be referred to a Substance Abuse Professional (SAP) as part of their return to work requirements.
 - B. The employee must comply with any recommended rehabilitation.
 - C. The employee must have a negative retest before being permitted to return to work.
 - D. Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an employee returns to work.
 - E. Testing may be extended for a period of up to 60 months after the return to work.
 - F. Any follow-up random testing will consist of an alcohol test and drug test.

Written acknowledgment will be required from the employee stating that he/she will be subject to random follow-up testing for a period not to exceed 60 months.

Failure to successfully complete a treatment process or to comply with the return to work standards shall be grounds for termination of employment.

Drugs Tested For: The laboratory shall test for the specific drug classes at levels that meet or exceed the limits hereafter set forth by the Oklahoma Workplace Drug and Alcohol Testing Act and Oklahoma State Health Department Regulations, OAC 310:638, as amended. All specimens identified as positive on the initial test shall be confirmed using gas chromatography-mass spectrometry or its equivalent as approved by the Commissioner of Health.

Samples will be collected and tested only by laboratories certified by the State Board of Health. The sample collection will be performed under reasonable and sanitary conditions with sufficient quantity for splitting into two specimens. This procedure allows for subsequent independent analysis in the event of a challenge of a confirmed positive test.

Individual privacy will be respected in the process of sample gathering. However, procedures will be followed to reasonably reduce the likelihood for substitutions or tampering.

The City has contracted with a reputable, qualified facility which ensures confidentiality of testing, maintains records of the chain of custody, provides the individual an opportunity to confidentially provide information that may affect the test results and follows procedures that ensure an individual an opportunity to obtain a confirmation test.

The City pays for all costs of testing, including confirmation tests. If the individual requests a retest in order to challenge a confirmed test, that individual pays the costs for retesting. Only if the retest reverses the original confirmed test is the City required to reimburse the individual for the retest costs.

Results of Drug Testing. The laboratory will review the results of the test and determine if the sample contains any illegal drug, or legal drug or alcohol at levels that would cause impairment or reveal its use in an illegal manner. The lab director will also review the medical history made available by the individual when a confirmed positive test could have resulted from a legally prescribed medication.

For all CDL holders, technicians and other City employees, the results shall be forwarded immediately to the designated Medical Review Officer (MRO) for further review. The Human Resources Department will send a copy of the drug testing results to the employee's home address or hold the results for the employee to pick up at his/her option.

Evaluation of Legal Drug Use. In the case of legal drug use that may affect an employee's ability to perform his/her job safely, the designated MRO shall require the individual to provide, by the next scheduled work day, a verification of a valid current prescription for the drug(s) identified. If the applicant tests positive for THC, the MRO will ask the applicant if they have a license and will refer the applicant to the Human Resources Director. The Human Resources Director, or designee, will make a copy of and verify the medical marijuana license. Applicants will be dropped from eligibility or the employee will be subject to disciplinary action when:

- A. Verification of a valid prescription is not provided;
- B. The prescription or license provided is not in the subject's name.
- C. In the case of medical marijuana, the relevant position has been designated as a safety-sensitive position.

Drug / Alcohol Test Failure: When there is a confirmed presence of any illegal drug or legal drug that has, in the opinion of the Lab Director/designated MRO, no reasonable explanation, the subject shall be deemed to have failed the test. The employee will be advised of the positive test result by the testing facility's MRO. The employee shall be afforded the opportunity to have the original urine/saliva sample retested. Retests must be requested within 72 hours after the notification of an initial positive test.

A laboratory representative or the MRO will contact the City and inform of the initial positive in the event there is no medical validation (valid prescription) for the class of drug the employee tested positive for. In the event that an employee tests positive for THC (marijuana), this result shall be reported to the City, regardless of the employee's status as a medical marijuana license holder. Once this notification has been made, the employee will be placed immediately on administration leave, pending re-test results, results of any investigation and/or disciplinary measures.

A re-test will be done by the original lab (at the City's expense), unless the employee wishes to pay for a re-test at a different laboratory. The second test must be done under SAMHSA procedures or, for a CDL holder, by a SAMHSA certified lab. If the subject

declines a re-test or a re-test confirms the results of the initial test, the Human Resources Director shall be notified and shall determine appropriate action. When there is the confirmed presence of alcohol (equal or greater to .02) the subject shall be deemed to have failed the test. When there is a confirmed presence of alcohol at the .02 level or greater, the employee is deemed to be unable to work safely and will be sent home for the remainder of his/her work shift. The employee shall take leave without pay. The employee will not be permitted to use sick leave, vacation leave, compensatory time or any other earned leave. The employee will return to work after a minimum period of 24 hours or upon the conclusion of any administrative investigation (whichever period is greater).

In the case of job applicants, the lab director or designated MRO shall notify the applicant of the positive test result. An opportunity to have the original urine/saliva sample retested at the applicant's expense shall be afforded. The applicant must request the re-test within 72 hours. If there is a confirmed positive test, the applicant shall be removed from eligibility for hire. In the event that an applicant tests positive for THC (marijuana), this result shall be reported to the City, regardless of the applicant's status as a medical marijuana license holder. Pre-employment test results for Firefighters or Police Officers will be forwarded directly to the applicable State Pension System. A copy will be sent to the Human Resources Director.

Refusal to Test: An employee that refuses to submit to drug and alcohol testing shall be considered to have failed the test and be subject to the same disciplinary action as testing positive for illegal drugs and/or alcohol. Several actions are considered a refusal to test in addition to a verbal refusal. They include, but are not limited to:

- A. Failing to appear in a timely manner for any test as directed to do so;
- B. Failing to remain at testing site until testing process is complete;
- C. Failing to provide a urine, saliva or breath sample for any test required by this policy;
- D. Failure to provide sufficient urine, saliva or breathe sample when directed, unless followed by a required medical evaluation resulting in an adequate medical explanation of the failure;
- E. Failure to undergo the required medical evaluation resulting from failure to provide a sufficient sample for testing ("shy bladder" or "shy lung" procedures);
- F. Failure to take a second test when directed to do so;
- G. Failure to cooperate with any part of the testing process;
- H. Providing a specimen that is verified as adulterated or substituted;
- I. Failure to permit the observation or monitoring while providing a urine sample. (Please note, tests conducted under direct supervision only occur in limited situations. The majority of specimens are provided in private.);
- J. Possessing or wearing a prosthetic or other device that could be used to interfere with the collection process; or
- K. Admitting to the collector or MRO that the specimen is adulterated or substituted.

Discipline. As with any issue of employee misconduct, an appropriate investigation and assessment of circumstances will be made. It is the policy of the City of Midwest City to

not tolerate the abuse of alcohol or drugs while in the workplace. Employees are provided the opportunity and support to address drug and alcohol abuse issues on a voluntary basis. The failing of a drug or alcohol test indicates the employee's unwillingness to adhere to the provisions of this policy. Disciplinary action, up to and including termination, shall be determined separately from any rehabilitation measures determined by the Substance Abuse Professional (SAP). The Human Resources Department is responsible for facilitating any investigation, interview, or Administrative Review Board (if necessary).

Negative Test Results. Employees who have been tested for drugs and alcohol, where no substance abuse was found, shall receive notice of such findings from the Human Resources Department. A copy of this notice will not be placed in their Human Resources file, unless requested by the employee. A record of the negative results shall be placed in a confidential folder in a separate, secured file maintained by the Human Resources Department.

In the case of job applicants, the Human Resources Department will be notified and the applicant is clear for hire in regard to drug and alcohol testing.

Confidentiality. Laboratory reports of positive test results shall not appear in an employee's general Human Resources folder. Information of this nature will be placed in a separate confidential medical folder that will be maintained by the Human Resources Department.

Incidents or circumstances that result in an employee submitting to a drug and alcohol test are confidential and shall be treated as such with the exception of the following:

- A. Positive reports or test results shall be disclosed to the department head only on a need-to-know basis.
- B. If disciplinary action has been determined to include any form of drug/alcohol surveillance through periodic random testing, the department head shall be informed of the parameters of that directive.
- C. Disclosures without patient consent, may also occur when
 1. the information is compelled by law or by judicial or administrative process;
 2. the information has been placed at issue in a formal dispute between the City of Midwest City and the employee;
 3. the information is to be used in administering an employee benefit plan such as for drug or alcohol treatment; or
 4. the information is needed by Human Resources for the diagnosis or treatment of the patient (employee) who is unable to authorize disclosure.

Record Retention Requirements. The City shall maintain all records related to drug and alcohol testing for each CDL holder in a secure location with controlled access. All documents sent by the laboratory or the collection site shall be kept.

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The following records shall be maintained for a minimum of five (5) years:

- A. Records of alcohol test results indicating an alcohol concentration of .02 or greater.
- B. Records of verified positive drug test results.
- C. Documentation of refusal to take required alcohol and/or drug tests.
- D. Evaluations and referrals.
- E. Copy of annual report.

Records related to alcohol and drug collection process and training shall be maintained for a minimum of two (2) years.

Records of negative and canceled drug test results and alcohol test results with a concentration of less than 0.02 shall be maintained for a minimum of one (1) year. No records containing driver information required by this policy will be released except as follows:

1. Upon written request of the employee;
2. Upon written authorization of the employee;
3. Records may be disclosed to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the employee, including, but not limited to, a worker's compensation, unemployment compensation or other proceeding relating to a benefit sought by the employee.

Substance Abuse Professional: Regardless if the employee has failed a non-DOT or DOT drug and alcohol test, the employee will be referred to a Substance Abuse Professional (SAP). This is to occur, by law, regardless if employment is retained by the City of Midwest City.

The role of the SAP is to professionally evaluate the employee and make appropriate recommendations in regards to education, treatment, follow-up tests and aftercare. The SAP recommends the re-entry program and determines when a safety-sensitive employee can be returned to duty.

The City of Midwest City is not obligated, regardless of the SAP's recommendations, to return the employee to work.

Responsibilities of Employees

Employees are responsible to adhere to the provisions of this policy. In the event that an employee is having an issue with drug or alcohol abuse, they must utilize the resources available to them through the City prior to any drug/alcohol testing.

When an employee submits to any form of drug and alcohol testing, they shall provide valid contact information to the testing facility. It is the responsibility of the employee to provide correct and legible contact information. In the event that an employee has an initial positive result, the MRO must be able to reach the employee. Deliberately avoiding communication with the MRO convolutes this process and is subject to disciplinary action.

It is each employee's responsibility to determine from his/her healthcare provider whether or not any drug or substance the employee is taking would impair job performance. Job descriptions are available for the employee to provide to their healthcare provider to establish this and it is required that the employee communicate any possibility of impairment to their supervisor prior to beginning work.

It is also the responsibility of any employee who personally observes or has personal knowledge of another employee who is in a condition which impairs that employee's ability to perform his/her job duties or poses a hazard to the safety and welfare of him/herself, the public, other employees or equipment, to immediately report the incident to his/her immediate supervisor or any other supervisor in the employee's chain of command.

Revised:	5/00
Revised entire Article	9/01
	2/20

CITY OF MIDWEST CITY

EMPLOYEE ASSISTANCE PROGRAM

The City of Midwest City is aware that many personal or health problems can and do interfere with an employee's ability to perform his/her job. These problems may include abuse of alcohol or drugs.

Employees whose job performance problems are not related to a lack of skill and who do not respond satisfactorily to the usual disciplinary procedures are often in need of the attention of professionals. With proper treatment, many troubled employees can be restored to a satisfactory level of job performance.

To assist these troubled employees, the City offers an Employee Assistance Program (EAP) as part of the Health Benefits Program. Assessment, counseling, referral and follow-up are provided for employees whose personal or health problems are interfering with their job performance. The cost of such services are the responsibility of the employee. Some costs may be covered by the health benefits program and details of coverage may be obtained from the Human Resources Department. Also, the health benefits plan document provided to you gives details of coverage. The EAP can be accessed by an employee without a referral by a supervisor. In a self-referral, the employee contacts an EAP counselor directly.

The City's supervisors are responsible to confront an employee when they see changes in performance that suggest a substance abuse problem. The supervisor may suggest that the employee voluntarily seek help from the EAP or decide that the severity of the observed problem is such that an involuntary referral to the EAP is appropriate.

Informal referrals can take place at any time apart from or during the disciplinary process or if an employee confides in a supervisor that he/she is having problems of a substance abuse nature. In an informal referral, the supervisor will inform the employee of the benefits of the EAP and give the employee the needed information to contact a counselor. In an informal referral, the EAP counselor will not tell the supervisor whether the employee used the EAP and will not divulge any information to the supervisor about any visit with the employee.

Through a formal referral, the supervisor directs the employee to make use of the EAP. Failure to use the EAP may result in disciplinary action up to and including termination. In a formal referral, the supervisor or the Human Resources Director may contact an EAP counselor to discuss the employee's problem. The EAP counselor will ask the employee to sign a waiver allowing the counselor to call the supervisor or the Human Resources Director and tell him/her whether the employee saw the counselor and followed recommendations. No detailed information is revealed to the supervisor or the Human Resources Director.

Supervisors should not attempt to diagnose the nature of the employee's problem. However, they should be alert to changes in behavior that may signal a problem such as:

- ** absenteeism
- ** chronic lateness
- ** personality change
- ** decline in work quality
- ** unusual behavior

SUBORDINATION TO OTHER LAWS/REGULATIONS

All provisions of this policy are subordinate to all federal or state laws and regulations. Any changes in such rules or regulations shall be incorporated into this policy.

POLICY DISTRIBUTION

A substance abuse policy will be distributed to all current City employees and shall be included in the Human Resources Policies and Procedures Manual.

CONTACT PERSON:

Any questions about or assistance with any aspect of the Substance Abuse Policy should be directed to the Human Resources Director at 739-1235 during business hours or 405-508-4865 after hours, on weekends and holidays.

CBA Between Midwest City and IAFF Local 2066

Contract Year ~~2021/2022~~2022/2025

NEW: 8-1-96
Revised: 9/01
2/20

ADDENDUM A: 2021-2022 FIRE PAY SCALE

EFFECTIVE 07/01/2021 Applied 4.4% Across the Board Increase

New Rank of Assistant Fire Marshal; Fire Marshal Pay Matched to Shift Commander and Training Chief

FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
	ANNUAL	49,063.03	52,444.83	55,781.06	59,142.86	60,289.52	
	BI-WEEKLY	1,887.04	2,017.11	2,145.43	2,274.73	2,318.83	
	HOURLY	16.8486	18.0099	19.1556	20.3100	20.7038	
SR-FIREFIGHTER		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	ANNUAL	63,651.32	67,000.51	70,348.58	73,697.78	77,524.10	81,350.43
	BI-WEEKLY	2,448.13	2,576.94	2,705.71	2,834.53	2,981.70	3,128.86
	HOURLY	21.8583	23.0084	24.1582	25.3083	26.6223	27.9363
SERGEANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	79,407.41	81,582.87	83,758.32	87,540.15		
	BI-WEEKLY	3,054.13	3,137.80	3,221.47	3,366.93		
	HOURLY	27.2690	28.0161	28.7632	30.0619		
LIEUTENANT		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	89,334.87	91,168.14	93,037.74	94,948.13		
	BI-WEEKLY	3,435.96	3,506.47	3,578.37	3,651.85		
	HOURLY	30.6782	31.3077	31.9498	32.6058		
CAPTAIN		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	95,912.03	97,882.46	99,894.04	101,948.27		
	BI-WEEKLY	3,688.92	3,764.71	3,842.08	3,921.09		
	HOURLY	32.9368	33.6135	34.3043	35.0097		
MAJOR		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	104,045.51	106,186.48	108,373.05	110,604.86		
	BI-WEEKLY	4,001.70	4,084.10	4,168.19	4,254.03		
	HOURLY	35.7299	36.4651	37.2160	37.9824		
SHIFT COMMANDER		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	112,883.76	115,210.46	117,586.49	119,962.51		
	BI-WEEKLY	4,341.68	4,431.17	4,522.56	4,613.94		
	HOURLY	38.7650	39.5640	40.3800	41.1959		
TRAINING CHIEF		STEP 1	STEP 2	STEP 3	STEP 4		
	ANNUAL	112,883.76	115,210.46	117,586.49	119,962.51		
	BI-WEEKLY	4,341.68	4,431.17	4,522.56	4,613.94		

HOURLY	54.2710	55.3896	56.5320	57.6743
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FIRE

PREVENTION

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ANNUAL	85,650.16	87,859.45	89,868.01	91,876.32	95,909.09
BI-WEEKLY	3,294.24	3,379.21	3,456.46	3,533.70	3,688.81
HOURLY	41.1780	42.2401	43.2058	44.1713	46.1101

ASSISTANT

FIRE

MARSHAL

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	96030.71	97951.91	99910.35	101908.76
BI-WEEKLY	3693.49	3767.38	3842.71	3919.57
HOURLY	46.1686	47.0923	48.0338	48.9946

FIRE

MARSHAL

	STEP 1	STEP 2	STEP 3	STEP 4
ANNUAL	112,883.76	115,210.46	117,586.49	119,962.51
BI-WEEKLY	4,341.68	4,431.17	4,522.56	4,613.94
HOURLY	54.2710	55.3896	56.5320	57.6743

ADDENDUM A1: 2022-2023 FIRE PAY SCALE
EFFECTIVE 07/01/2022 Applied 6.0% Across the Board Increase

<u>FIREFIGHTER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
	<u>ANNUAL</u>	<u>52,006.81</u>	<u>55,591.52</u>	<u>59,127.92</u>	<u>62,691.43</u>	<u>63,906.89</u>	
	<u>BI-WEEKLY</u>	<u>2,000.26</u>	<u>2,138.14</u>	<u>2,274.15</u>	<u>2,411.21</u>	<u>2,457.96</u>	
	<u>HOURLY</u>	<u>17.8595</u>	<u>19.0905</u>	<u>20.3049</u>	<u>21.5287</u>	<u>21.9460</u>	
<u>SR. FIREFIGHTER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>ANNUAL</u>	<u>67,470.40</u>	<u>71,020.54</u>	<u>74,569.49</u>	<u>78,119.65</u>	<u>82,175.55</u>	<u>86,231.46</u>
	<u>BI-WEEKLY</u>	<u>2,595.02</u>	<u>2,731.56</u>	<u>2,868.06</u>	<u>3,004.60</u>	<u>3,160.60</u>	<u>3,316.59</u>
	<u>HOURLY</u>	<u>23.1698</u>	<u>24.3889</u>	<u>25.6077</u>	<u>26.8268</u>	<u>28.2196</u>	<u>29.6125</u>
<u>SERGEANT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>84,171.85</u>	<u>86,477.84</u>	<u>88,783.82</u>	<u>92,792.56</u>		
	<u>BI-WEEKLY</u>	<u>3,237.38</u>	<u>3,326.07</u>	<u>3,414.76</u>	<u>3,568.94</u>		
	<u>HOURLY</u>	<u>28.9052</u>	<u>29.6971</u>	<u>30.4889</u>	<u>31.8656</u>		
<u>LIEUTENANT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>94,694.96</u>	<u>96,638.23</u>	<u>98,620.00</u>	<u>100,645.02</u>		
	<u>BI-WEEKLY</u>	<u>3,642.11</u>	<u>3,716.86</u>	<u>3,793.08</u>	<u>3,870.96</u>		
	<u>HOURLY</u>	<u>32.5189</u>	<u>33.1862</u>	<u>33.8668</u>	<u>34.5622</u>		
<u>CAPTAIN</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>101,666.75</u>	<u>103,755.41</u>	<u>105,887.68</u>	<u>108,065.17</u>		
	<u>BI-WEEKLY</u>	<u>3,910.26</u>	<u>3,990.59</u>	<u>4,072.60</u>	<u>4,156.35</u>		
	<u>HOURLY</u>	<u>34.9130</u>	<u>35.6303</u>	<u>36.3625</u>	<u>37.1103</u>		
<u>MAJOR</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>110,288.24</u>	<u>112,557.67</u>	<u>114,875.43</u>	<u>117,241.15</u>		
	<u>BI-WEEKLY</u>	<u>4,241.86</u>	<u>4,329.14</u>	<u>4,418.29</u>	<u>4,509.28</u>		
	<u>HOURLY</u>	<u>37.8737</u>	<u>38.6530</u>	<u>39.4490</u>	<u>40.2614</u>		
<u>SHIFT COMMANDER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		

<u>ANNUAL</u>	<u>119,656.79</u>	<u>122,123.09</u>	<u>124,641.68</u>	<u>127,160.26</u>
<u>BI-WEEKLY</u>	<u>4,602.18</u>	<u>4,697.04</u>	<u>4,793.91</u>	<u>4,890.78</u>
<u>HOURLY</u>	<u>41.0909</u>	<u>41.9379</u>	<u>42.8028</u>	<u>43.6677</u>

TRAINING CHIEF

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>119,656.79</u>	<u>122,123.09</u>	<u>124,641.68</u>	<u>127,160.26</u>
<u>BI-WEEKLY</u>	<u>4,602.18</u>	<u>4,697.04</u>	<u>4,793.91</u>	<u>4,890.78</u>
<u>HOURLY</u>	<u>57.5273</u>	<u>58.7130</u>	<u>59.9239</u>	<u>61.1347</u>

FIRE PREVENTION

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>ANNUAL</u>	<u>90,789.17</u>	<u>93,131.02</u>	<u>95,260.09</u>	<u>97,388.90</u>	<u>101,663.64</u>
<u>BI-WEEKLY</u>	<u>3,491.89</u>	<u>3,581.96</u>	<u>3,663.85</u>	<u>3,745.73</u>	<u>3,910.14</u>
<u>HOURLY</u>	<u>43.6486</u>	<u>44.7745</u>	<u>45.7981</u>	<u>46.8216</u>	<u>48.8768</u>

ASSISTANT FIRE MARSHAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>101,792.55</u>	<u>103,829.02</u>	<u>105,904.97</u>	<u>108,023.29</u>
<u>BI-WEEKLY</u>	<u>3,915.10</u>	<u>3,993.42</u>	<u>4,073.27</u>	<u>4,154.74</u>
<u>HOURLY</u>	<u>48.9387</u>	<u>49.9178</u>	<u>50.9159</u>	<u>51.9343</u>

FIRE MARSHAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>119,656.79</u>	<u>122,123.09</u>	<u>124,641.68</u>	<u>127,160.26</u>
<u>BI-WEEKLY</u>	<u>4,602.18</u>	<u>4,697.04</u>	<u>4,793.91</u>	<u>4,890.78</u>
<u>HOURLY</u>	<u>57.5273</u>	<u>58.7130</u>	<u>59.9239</u>	<u>61.1347</u>

ADDENDUM A2: 2023-2025 FIRE PAY SCALE
EFFECTIVE 07/01/2023 Applied 3.0% Across the Board Increase

<u>FIREFIGHTER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	
	<u>ANNUAL</u>	<u>53,567.01</u>	<u>57,259.27</u>	<u>60,901.76</u>	<u>64,572.17</u>	<u>65,824.10</u>	
	<u>BI-WEEKLY</u>	<u>2,060.27</u>	<u>2,202.28</u>	<u>2,342.38</u>	<u>2,483.55</u>	<u>2,531.70</u>	
	<u>HOURLY</u>	<u>18.3953</u>	<u>19.6632</u>	<u>20.9141</u>	<u>22.1745</u>	<u>22.6044</u>	
<u>SR. FIREFIGHTER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
	<u>ANNUAL</u>	<u>69,494.51</u>	<u>73,151.16</u>	<u>76,806.57</u>	<u>80,463.24</u>	<u>84,640.82</u>	<u>88,818.40</u>
	<u>BI-WEEKLY</u>	<u>2,672.87</u>	<u>2,813.51</u>	<u>2,954.10</u>	<u>3,094.74</u>	<u>3,255.42</u>	<u>3,416.09</u>
	<u>HOURLY</u>	<u>23.8649</u>	<u>25.1206</u>	<u>26.3759</u>	<u>27.6316</u>	<u>29.0662</u>	<u>30.5008</u>
<u>SERGEANT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>86,697.01</u>	<u>89,072.18</u>	<u>91,447.33</u>	<u>95,576.34</u>		
	<u>BI-WEEKLY</u>	<u>3,334.50</u>	<u>3,425.85</u>	<u>3,517.21</u>	<u>3,676.01</u>		
	<u>HOURLY</u>	<u>29.7723</u>	<u>30.5880</u>	<u>31.4036</u>	<u>32.8215</u>		
<u>LIEUTENANT</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>97,535.81</u>	<u>99,537.38</u>	<u>101,578.60</u>	<u>103,664.37</u>		
	<u>BI-WEEKLY</u>	<u>3,751.38</u>	<u>3,828.36</u>	<u>3,906.87</u>	<u>3,987.09</u>		
	<u>HOURLY</u>	<u>33.4944</u>	<u>34.1818</u>	<u>34.8828</u>	<u>35.5990</u>		
<u>CAPTAIN</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>104,716.75</u>	<u>106,868.07</u>	<u>109,064.31</u>	<u>111,307.13</u>		
	<u>BI-WEEKLY</u>	<u>4,027.57</u>	<u>4,110.31</u>	<u>4,194.78</u>	<u>4,281.04</u>		
	<u>HOURLY</u>	<u>35.9604</u>	<u>36.6992</u>	<u>37.4534</u>	<u>38.2236</u>		
<u>MAJOR</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		
	<u>ANNUAL</u>	<u>113,596.89</u>	<u>115,934.40</u>	<u>118,321.69</u>	<u>120,758.38</u>		
	<u>BI-WEEKLY</u>	<u>4,369.11</u>	<u>4,459.02</u>	<u>4,550.83</u>	<u>4,644.55</u>		
	<u>HOURLY</u>	<u>39.0099</u>	<u>39.8126</u>	<u>40.6324</u>	<u>41.4692</u>		
<u>SHIFT COMMANDER</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>		

<u>ANNUAL</u>	<u>123,246.49</u>	<u>125,786.78</u>	<u>128,380.93</u>	<u>130,975.07</u>
<u>BI-WEEKLY</u>	<u>4,740.25</u>	<u>4,837.95</u>	<u>4,937.73</u>	<u>5,037.50</u>
<u>HOURLY</u>	<u>42.3237</u>	<u>43.1960</u>	<u>44.0869</u>	<u>44.9777</u>

TRAINING CHIEF

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>123,246.49</u>	<u>125,786.78</u>	<u>128,380.93</u>	<u>130,975.07</u>
<u>BI-WEEKLY</u>	<u>4,740.25</u>	<u>4,837.95</u>	<u>4,937.73</u>	<u>5,037.50</u>
<u>HOURLY</u>	<u>59.2531</u>	<u>60.4744</u>	<u>61.7216</u>	<u>62.9688</u>

FIRE PREVENTION

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>ANNUAL</u>	<u>93,512.85</u>	<u>95,924.95</u>	<u>98,117.89</u>	<u>100,310.57</u>	<u>104,713.55</u>
<u>BI-WEEKLY</u>	<u>3,596.65</u>	<u>3,689.42</u>	<u>3,773.77</u>	<u>3,858.10</u>	<u>4,027.44</u>
<u>HOURLY</u>	<u>44.9581</u>	<u>46.1178</u>	<u>47.1721</u>	<u>48.2262</u>	<u>50.3431</u>

ASSISTANT FIRE MARSHAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>104,846.33</u>	<u>106,943.89</u>	<u>109,082.12</u>	<u>111,263.99</u>
<u>BI-WEEKLY</u>	<u>4,032.55</u>	<u>4,113.23</u>	<u>4,195.47</u>	<u>4,279.38</u>
<u>HOURLY</u>	<u>50.4069</u>	<u>51.4153</u>	<u>52.4433</u>	<u>53.4923</u>

FIRE MARSHAL

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
<u>ANNUAL</u>	<u>123,246.49</u>	<u>125,786.78</u>	<u>128,380.93</u>	<u>130,975.07</u>
<u>BI-WEEKLY</u>	<u>4,740.25</u>	<u>4,837.95</u>	<u>4,937.73</u>	<u>5,037.50</u>
<u>HOURLY</u>	<u>59.2531</u>	<u>60.4744</u>	<u>61.7216</u>	<u>62.9688</u>



Collective Bargaining Agreement
Local 2066 / City of Midwest City



Grievance Form

Name of Grievant:		Date of Incident:	
Rank:		Date Grievant Aware of Incident:	
Please complete a narrative with the facts supporting the grievance (attach additional pages if needed):			
Please specify the article(s) and section(s) of the contract believed to be violated:			

Please note the resolution requested:			
Grievant Signature:		Date:	
Step one (1) of the grievance process is to discuss the grievance with the employee's immediate supervisor, the immediate supervisor shall respond within six (6) days of discussing the grievance with his/her employee in writing. If not resolved the employee can submit the grievance to the Fire Chief.			
Immediate Supervisor	Date discussed w/ Emp.	Date of written response	
Step two (2) if the grievance is not resolved in step 1 above, the employee has the right to submit his/her grievance in writing within six (6) calendar days citing the CBA article violation, and remedy request to the Fire Chief; who then has six calendar days to respond in writing.			
Fire Chief:	Date Submitted to Fire Chief:	Date of the Fire Chief's Response:	
Filed by:	<input type="checkbox"/> Local 2066	<input type="checkbox"/> Grievant	
Step three (3) if the grievance is not resolved in step 2, the grievance shall be submitted to the Labor Relations Officer in writing within six (6) calendar days. The LRO has ten (10) days to meet with the Union and Fire Chief to discuss the grievance. The LRO then has six (6) calendar days to respond in writing to the employee.			
Labor Relations Officer:	Date Submitted to LRO:	Date of the LRO's Response:	
Step four (4) if the grievance is not resolved in step 3, the employee has the right to submit his/her grievance to the City Manager in writing within six (6) days. The City Manager has six (6) calendar days to respond in writing to the employee. If the grievance is not settled in this step the union or the City can by mutual agreement ask or for Mediation; if not resolved through Mediation then the union can submit the grievance for impartial arbitration in accordance with Article 15 of the CBA.			
City Manager:	Date Submitted to City Manager:	Date of the City Manager's Response:	
Please note in this section any information pertinent to the resolution of the grievance (i.e. agreements to change hearing dates or time limitations):			

Attach additional pages if needed

The City of Midwest City

BENEFICIARY DESIGNATION AS TO FINAL WAGES AND BENEFITS FORM

I understand that Oklahoma State law Title 40 Stat. §165.3a and Title 62 Stat. §304.2 allow me the option of designating a beneficiary to receive my final wages and termination pay in the event of my death while still gainfully employed by the City of Midwest City. If I do not designate a beneficiary and keep the beneficiary current, and die while still gainfully employed by the City of Midwest City, not more than Three Thousand Dollars (\$3,000.00) of my final wages and termination pay will be paid to my surviving spouse, or dependent child(ren), as allowed by state law and the remainder will be paid to my estate.

I understand that I can change or cancel my beneficiary designation at any time. I further understand that it is my sole responsibility to change my beneficiary designation when a life event occurs in my life such as marriage, divorce or death of a beneficiary currently listed on this form. The City is not responsible if the form is not correct or current.

			<u>Percentage</u>
I designate: _____			_____ %
Print Name	Relationship		

Address	City & St.	Zip Code	

Print Name _____			_____ %
Print Name	Relationship		

Address	City & St.	Zip Code	

Print Name _____			_____ %
Print Name	Relationship		

Address	City & St.	Zip Code	

As my beneficiary(ies) the individuals listed above shall receive my final wages and termination pay as designated above, in the event of my death while gainfully employed by the City. In the event any of the above designated beneficiary(ies) should predecease me, or has been divorced from me prior to my death, I designate the following person as my contingent beneficiary to receive that designated percentage of my final wages and termination pay in the event of my death while still gainfully employed by the City.

CBA Between Midwest City and IAFF Local 2066

Contract Year ~~2021/2022~~2022/2025

I designate _____ as my contingent beneficiary.
Print Name Relationship

Address City & St. Zip

_____ I decline to designate a beneficiary with respect to my final wages and termination pay.

Print Name

Employee Signature Date



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / 405.739.1268

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 27, 2023

RE: Discussion, consideration, and possible action of renewing an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation, and general liability programs for fiscal year 2023-2024 for the amount of \$42,000 per year. There are no changes from the current contract and the proposed contract.

Attached is a copy of the administrative services agreement with Consolidated Benefits Resources to provide claims services to the City of Midwest City's self-insured workers compensation, and general liability program for fiscal year 2023-2024.

Staff recommends approval.

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

Lynn Smithson
Risk Manager

SERVICE CONTRACT

This contract is made effective July 1, 2023, between The City of Midwest City (MWC) and Two Oaks Investments, LLC, dba Consolidated Benefits Resources (CBR).

MWC desires to retain CBR to provide services for workers' compensation claims administration.

CBR conducts and operates a claims management program for the investigation, processing, accounting, and payment of workers' compensation claims under the Oklahoma Workers' Compensation Code and/or the Administrative Workers' Compensation Act.

Section A: Agreements

CBR Agrees To:

1. Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
2. Compliance with MWC's claim requests during the life of the contract.
3. Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
4. Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
5. Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
6. Attend scheduled meetings with representatives of MWC to review and discuss claims and loss prevention strategies.
7. Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
8. Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
9. Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
10. Develop work related injury claim files after receipt of the First Notice of Injury.
11. During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
12. Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect medical and indemnity payments, reserves, litigation status, expense reconciliation and alphabetical claim listing.

13. Maintain insurance coverage which reflects the following:
 - a. Statutory workers' compensation
 - b. \$1 million errors and omissions
 - c. \$500,000 fidelity bond or employee dishonesty policy
 - d. \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
14. Assign Medical Case Managers to serious injuries when such professional management dictates.
15. Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR regarding compensability.
16. Process all bills for payment and notify adverse party as to the amount of the claim.
17. Aid in protecting the subrogation rights of MWC.
18. Coordinate Legal defense with outside attorney selected by MWC.
19. Coordinate Excess Insurance filings for MWC with their approved agent. These filings include filing quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to MWC.
20. Submit data pursuant to Medicare Section 111 on behalf of MWC.
21. Submit applicable data to the Insurance Services Office on behalf of MWC.
22. Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of MWC.
23. Make recommendations for settlement of claims.

MWC Agrees To:

24. Establish a Bank Account for CBR to access to pay claims and related expenses, and keep it adequately funded. CBR will provide check registers each week.
25. Submit First Reports of Injury to CBR as soon as practicable, preferably within 24 hours of injury.
26. Provide member contacts for workers' compensation coordination.
27. Timely pay all Service Fee invoices.
28. Assist in obtaining all necessary documents, files, records, etc. from agents, previous vendors, etc. needed for transfer of claims and claims data from previous TPA to CBR.

Section B: Service Fees

In consideration of the services outlined in this contract, the service fees will be as follows:

1. CBR will charge a fee of \$3,500.00 per month.
2. CBR fronts the Electronic Data Interchange (EDI) fees payable to the vendor who provides these to the State of Oklahoma when an electronic document is submitted to the State. CBR will reimburse itself by charging the claim back \$2 for each Accepted Transaction, from the claim's allocated Loss Adjustment Expenses.
3. If MWC approves, and CBR must do extensive work relating to Section 111 reporting or conditional payment defense involving the Centers for Medicare and Medicaid Services (CMS) on behalf of MWC, CBR will charge an hourly fee of \$100 per hour.

Section C: Terms and Cancellation Rights

1. The contract is a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has been terminated and these claims still require professional services, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to agreement by both parties.
2. **The term of this contract shall remain in force and effect for a period from July 1, 2023, through June 30, 2024, subject to the cancellation right in this paragraph. The contract can be renewed at the same service fee of \$3,500.00 per month for additional contract periods. Parties shall provide 60 days' notice of intent not to renew prior to end of contract periods to other party.**
3. In the event MWC files for Chapter 7 or Chapter 11 bankruptcy protection or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.
4. In the event MWC deems that CBR is not performing its services in the industry's usual and customary manner, MWC will give CBR written notice by certified mail specifying the way MWC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, MWC may cancel this contract on 30 days' written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to MWC if MWC fails to perform any material obligation under this Contract and MWC fails to correct defects of their performance obligations.
5. Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.
6. This contract supersedes all prior understandings between the parties and may only be modified by a further written agreement signed by the parties hereto.
7. Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.
8. This Contract may not be assigned by CBR without the express written approval of MWC.
9. All records, of any kind, relating to this Contract or to claims received, reviewed, processed, or paid, shall be the property of MWC and shall be available for inspection or audit by MWC at any time. Upon termination or cancellation of this Agreement, all such records shall be transferred to MWC or its designee.

Official notice may be served in writing as follows:

City Clerk
City of Midwest City
100 N Midwest Blvd
Midwest City, OK 73110

Consolidated Benefits Resources
Attn: Richard M. Fisher, President
PO Box 1530
Tulsa, OK 74101

Section D: Signatures

This contract is offered for execution jointly by MWC and CBR.

City of Midwest City

By _____
Matthew Dukes II, Mayor

Date

Consolidated Benefits Resources (CBR)

By Richard M. Fisher
Richard M. Fisher

6-12-2023
Date



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

405.739.1237 / Fax: 405.869.8616

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

DATE: June 27, 2023

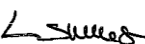
RE: Discussion, consideration, and possible action of renewing an excess general liability insurance policy with States Self-Insurers Risk Retention Group, Inc. for fiscal year 2023-2024 at an annual cost of \$142,470 with a self-insured retention of \$1,000,000. Policy limits are \$2,000,000 per occurrence, with a \$5,000,000 aggregate.

Attached is a public entity excess liability insurance proposal with States Self-Insurers Risk Retention Group for fiscal year 2023-2024. The self-insured retention for the City this year is \$1,000,000. Policy limits are \$2,000,000 per occurrence with a 5,000,000 aggregate.

Also attached are proposals from three (3) different insurance carriers.

- 1) The CHUBB Ins. Group - The CHUBB is offering a \$250,000 SIR for \$275,789
\$500,000 SIR for \$231,536 - \$1,000,000 SIR for \$195,211
Policy limits are \$2,000,000 per occurrence, with a \$4,000,000 aggregate.
- 2) Munich RE Ins. - Munich RE is offering a \$250,000 SIR for \$338,582
Policy limits are \$2,000,000 per occurrence, with a \$5,000,000 aggregate.
- 3) Safety National Casualty Corporation - Safety National is offering a \$250,000 SIR for \$299,475
Policy limits are \$2,000,000 per occurrence, with a \$4,000,000 aggregate.

Staff recommends approval.



Lynn Smithson
Risk Manager



INSURANCE PROPOSAL

To: City of Midwest City
100 N Midwest Blvd
Midwest City OK 73110
Attn: Lynn Smithson

From: Jay Mathiason, CPCU
States Self-Insurers Risk Ret. Grp.
222 S Ninth St Suite 2700
Minneapolis, MN 55402-3332

Proposal For:
City of Midwest City

Proposal Expires On:
7/1/2023

X Public Entity Broad Form Liability (including General Liability, Employment Practices Liability, Automobile Liability and Law Enforcement Liability and Public Officials Error & Omission Liability) in accordance with the terms, conditions and exclusions of the policy form.

ONE YEAR PROPOSAL

OPTION 1

Table with 5 columns: Company Limits, Self-Insured Retention Limit, PREMIUM, TRIA, TOTAL. Row 1: \$2,000,000 /Occ, \$1,000,000 /Occ, \$138,320, \$4,150, \$142,470. Row 2: \$5,000,000 /Agg, blank, blank, blank, blank.

OPTION 2

Table with 5 columns: Company Limits, Self-Insured Retention Limit, PREMIUM, TRIA, TOTAL. Row 1: \$0 /Occ, \$0 /Occ, \$0, \$0, \$0. Row 2: \$0 /Agg, blank, blank, blank, blank.

OPTION 3

Table with 5 columns: Company Limits, Self-Insured Retention Limit, PREMIUM, TRIA, TOTAL. Row 1: \$0 /Occ, \$0 /Occ, \$0, \$0, \$0. Row 2: \$0 /Agg, blank, blank, blank, blank.

OPTION 4

Table with 5 columns: Company Limits, Self-Insured Retention Limit, PREMIUM, TRIA, TOTAL. Row 1: \$0 /Occ, \$0 /Occ, \$0, \$0, \$0. Row 2: \$0 /Agg, blank, blank, blank, blank.

SPECIAL TERMS AND CONDITIONS

Occurrence Policy Form

- The quoted premium is net of commission.
All premiums are due at the inception date of the policy.
Premiums will be annually rerated to reflect experience and exposure.
TRIA Act Coverage must be elected or declined. If declined, a Terrorism exclusion will apply.
Auto Exclusion
Obligation to resolve claims
Cyber Liability Exclusion
Exclusion Communicable Disease
PFAS Exclusion (new to all members 2022)
Sexual Misconduct (new to all members 2022)
*** States Co-Payment endorsement 10%

***Please see attached for any additional terms and conditions.

Jay Mathiason (handwritten signature)

Signed

5/30/2023

Date



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 27, 2023

RE: Discussion and consideration, and possible action of renewing a property insurance policy with a \$10,000 deductible, including wind and hail for the premium rate of \$349,456 for fiscal year 2023-2024 with Oklahoma Municipal Assurance Group (OMAG).

Attached is the declaration page for the property policy for the City of Midwest City.

This fiscal year the City is insuring approximately \$222 million in buildings and contents. This is a rate of \$.15 cents per hundred dollars of value for all scheduled property.

If you have any questions regarding the City's property insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

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

Lynn Smithson
Risk Manager



**Municipal Property Protection Plan
 Declarations Page**

1. PLAN MEMBER: **City of Midwest City** AGREEMENT NUMBER: **PRO140049906**
 Mailing Address: 100 N. Midwest Blvd.
 Midwest City, Oklahoma 73110
2. Plan Period From 7/1/2023 to 7/1/2024 **12:01 A.M. Central Standard Time**
3. The Coverage afforded by this agreement is only with respect to the following coverages as are indicated by specific limits of coverage, for which a premium is charged.

COVERAGE

PREMIUM

COMMERCIAL PROPERTY COVERAGE

Buildings and Business Personal Property, per schedule	Limit:\$222,125,868	\$330,607
Mobile Equipment, per schedule	Limit:\$	\$
Leased/Rented Equipment	Limit:\$	\$
Miscellaneous Equipment, per schedule	Limit:\$	\$
Fine Arts, per schedule	Limit:\$148,300	\$890

EXCESS COVERAGE

Business Income	\$4,725,000 per occurrence	\$4,725,000per location	\$11,813
Accounts Receivable	\$75,000 on premises	\$85,000off premises	\$188
Valuable Papers	\$75,000 on premises	\$90,000off premises	\$188
Theft/Disapp/ Destr	\$ inside	\$outside	\$
Earth Movement (Subject to \$100,000 Deductible)		Excess Limit: \$10,000,000	\$5,770

EQUIPMENT BREAKDOWN COVERAGE

Excluding Electrical Power Generating Equipment, per schedule	Included
Including Electrical Power Generating Equipment, per schedule	Excluded

Total Premium
\$349,456

4. LIMITS, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
5. DEDUCTIBLES, per Supplemental Coverage Declarations, Equipment Breakdown Declarations and other schedules.
6. This agreement is composed of this Declaration Page, Equipment Breakdown Declarations, Schedules, Forms and Endorsements, if any.



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Lynn Smithson, Risk Manager

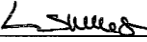
DATE: June 27, 2023

RE: Discussion, consideration, and possible action of purchasing an excess workers compensation policy with Midwest Employers for the City of Midwest City's Workers' Compensation Self-Insurance Plan for fiscal year 2023-2024 at an annual cost of \$161,807 with a self-insured retention of \$750,000 per claim for Police and Fire, and \$450,000 per claim for all other employees.

Attached is the excess workers' compensation proposal from Midwest Employers. Midwest Employers submitted the lowest and best quote, while also offering a two (2) year option at the same rate for the City's workers' compensation self-insurance plan for fiscal year 2023-2024.

In prior years, the City was able to obtain this coverage with a self-insured retention of \$450,000 for all employees. It is now industry standard to charge \$750,000 for Police and Fire.

Staff recommends approval.



Lynn Smithson
Risk Manager

Renewal Proposal

Excess Worker's Compensation

Fiscal Year 2024

Prepared For:

City of Midwest City

100 N. Midwest Blvd, Midwest City, OK 73110

Presented By:

FIRSTPOINT
INSURANCE AGENCY, INC.

Contract Terms

Specific & EL Retention

Specific & EL Retention - 7710

Specific & EL Retention - 7720

Aggregate Limit

Estimated Aggregate Retention

Minimum Aggregate Retention

Estimated Policy Period Premium

Premium rate per \$100 of Payroll

Midwest Employers

07/01/2023-07/01/2024

\$500,000

\$750,000

\$750,000

\$1,000,000

\$3,632,729

\$3,560,074

\$161,807

0.4628

Estimated Payroll

2023-2024

34,962,119

Midwest is offering a two year option



Risk Management

100 North Midwest Boulevard

Midwest City, OK. 73110

(Office) 405.739.1237 / (Fax) 405.869.8616

To: Honorable Mayor and Council

From: Lynn Smithson, Risk Manager

Date: June 27, 2023

RE: Discussion, consideration, and possible action of purchasing a general liability policy, and renewing our auto liability, and auto/equipment physical damage policy with Oklahoma Municipal Assurance Group (OMAG). The general liability policy has an annual premium of \$381,137, with a \$25,000 deductible per occurrence for sanitary sewer overflows, personal injury, and errors and omissions. The auto and equipment policy has a \$1,000 deductible for comprehensive and collision coverage, including auto liability at a premium rate of \$179,401 for fiscal year 2023-2024.

Attached is the declaration page for the general liability, auto and equipment physical damage, and auto liability policy.

If you have any questions regarding the City's general liability, and auto insurance program, please feel free to contact me at 739-1237.

Staff recommends approval.

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

Lynn Smithson
Risk Manager



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: June 27, 2023

SUBJECT: Discussion, consideration and possible action of approving an amendment to Task Order #4 for Design Services for the Multipurpose Sports Complex – Phase II parking lot, maintenance building, and concession building at an additional cost of \$3,885.00, with the total task order cost of \$89,385.00.

On April 26, 2022, Council approved Task Order #4 with Guernsey Engineering for additional parking lot, maintenance building and concession building architectural and engineering services. As the project design work progressed, city staff made modifications to the original scope of services provided for in task order #4. These modifications included adding office and umpire changing space to the maintenance building and designing improvements to the playground constructed during phase 1 (The details are outlined in the attached letter from Guernsey dated June 5, 2023.).

Funding is available in Parks and Recreation fund 123.

Vaughn K. Sullivan
Assistant City Manager

Attachments: C.H. Guernsey letter dated June 5, 2023



June 5, 2023

Vaughn K. Sullivan
Assistant City Manager
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
vsullivan@midwestcityok.org

Re: Midwest City Multi-Purpose Sports Complex – Phase 2
Fee Modification for Additional Design Services

Dear Mr. Sullivan;

Following the execution of the MWC MAC Phase 2 Task Order dated April 25th, 2022, Guernsey was asked to provide additional design services for work not outlined in the original SOW. The original design fee provided a credit of \$36,600 for Schematic Design and Design Development services which were conducted during Phase 1 of the project and further developed in the Phase 2 Preliminary Engineering Report dated January 28, 2022.

During the CD phase, Guernsey was asked to re-design the umpires restrooms/changing rooms in the Maintenance building (in lieu of the Concessions building) and later to include an office with two alternate additions to the Maintenance building. Additionally, after the 65% design review, a site meeting was held on October 3rd, 2022 and Guernsey was asked to provide additional landscaping to address issues which were deemed unmanageable. These items were to 1) replace wood chips on play area with synthetic turf, 2) replace landscaping with Bomanite at existing parking lot islands and 3) replace existing granite gravel (food truck area) with heavy duty Bomanite paving.

Additional SOW Design Fees:

- Additional Building Design Labor (10 hrs x \$189) \$ 1,890
 - Additional Landscaping Design Labor (15 hrs x \$133) \$ 1,995
- \$ 3,885**

Please let me know if you have any questions or concerns regarding this request for additional fees. We are thankful for our long-term working relationship with the city of Midwest City.

Sincerely,
C. H. Guernsey & Company


Steve Scovel, NCARB
Sr. Project Manager
405.416.8258

REALIZE THE DIFFERENCE

5555 North Grand Boulevard
Oklahoma City, OK 73112-5507
405.416.8100

guernsey.us



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

To: Honorable Mayor and Council

From: Debra Wagner, Emergency Manager

Date: June 27, 2023

Subject: Discussion, consideration, and possible action to approve and adopt the City's Emergency Operations Plan for 2023-24

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 proactive engagement through all phases of emergency management 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 reflect current best practices.

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 2023-24



Prepared By:

Midwest City Emergency Management
May 23, 2022



Effective Date: _____

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
Chapter of the ARC	1
County Department of Health	1
Administrator, SSM Health St. Anthony - Midwest Health	1
Emergency Operations Center	1
Mid-Del Public School Admin.	1
Rose State College Admin	1
Secondary Emergency Operations Center	1
Tinker Air Force Base, Fire Department	1
Office of the Fire Chief	1

City of Midwest City Emergency Operations Plan

Office of the Fire Department Shift Commander	1
Office of the Fire Department Training Officer	1
Office of the Fire Marshal	1
Office of Grants Manager	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, SSM Health St. Anthony - 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	<i>Dhagner</i>
2/25/2022	2	Simplified formatting	<i>Dhagner</i>
2/25/2022	3	Edited glossary definitions	<i>Dhagner</i>
2/25/2022	4	Added National Risk Index Information	<i>Dhagner</i>
3/2/2022	5	Updated snow route map	<i>Dhagner</i>
5/11/2022	6	Updated page numbers in TOC	<i>Dhagner</i>
5/11/2022	7	Corrected transportation to communication in ESF-2	<i>Dhagner</i>
5/11/2022	8	Updated Animal Welfare address to new facility	<i>Dhagner</i>
5/23/2022	9	Removed DEQ from copy distribution list after consulting with Matt Wormus	<i>Dhagner</i>
12/19/2022	10	Added RAPT imaging and data	<i>Dhagner</i>
4/12/2023	11	Updated Census and NRI data	<i>Dhagner</i>
5/19/2023	12	Updated ESF 11 Annex	<i>Dhagner</i>
5/22/2023	13	Update incident priorities, verbiage, add Oklahoma Historical Preservation Office information, reformat National Response Framework matrix	<i>Dhagner</i>
5/23/2023	14	Added task matrix information to ESF annexes, replaced task matrix with resource list	<i>Dhagner</i>

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 program 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 households 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, Annexes, and Appendices.

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.

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 is included and additional information can be found at www.Ready.gov and the websites of other preparedness agencies.

SITUATION, ASSUMPTIONS, AND GUIDANCE

SITUATION

- Midwest City is located directly east of Oklahoma City on Interstate 40. The 2021 census estimates the population as 58,145, 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 2021 dollars of \$52,196. Just over 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, 13.5% report having a disability, up from 11.2 in 2022 and 13.1% report having no health insurance, which is down from 14.5 in 2022.
- 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 a 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

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 an 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 more 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

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 may 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 and Homeland Security for all assistance requirements.

Priorities for all emergency incidents are 1. Life Safety, 2. Incident Stabilization, 3. Property/Environmental Preservation, 4. Society Restoration-Business Continuity.

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 partnerships; (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.

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

City of Midwest City Emergency Operations Plan

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.

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

(See Appendix 6: FEMA Lifelines for additional information)

PHASES OF EMERGENCY MANAGEMENT

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.

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.

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

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.

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. All phases of emergency management are critical to successful disaster management and a resilient community.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

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 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.

City of Midwest City Emergency Operations Plan

- 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.

EMERGENCY SUPPORT ROLES

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

- Provide input and recommendations for modifications to the EOP relative to their respective ESF
- Maintain current notification and accountability 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
- Participate in planning, training, and exercises that pertain to this plan and related plans.

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.

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.

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) location. Each department or organization will ensure the agency liaisons are trained, have routine decision-making authority and are accessible 24-hours a day.

ORGANIZATION

Emergency response in Midwest City will be structured as follows:

MULTI-AGENCY COORDINATION OR POLICY GROUP

MAC or Policy group-Serves to coordinate policy to ensure integrated and coordinated emergency management program. With the assistance of the Emergency Management Director, they also oversee and participate in emergency decision-making and issue appropriate emergency declarations, resolutions, and executive orders.

Their EOC role is to provide input and to help identify the overall objectives to be accomplished, providing mission and strategic direction for Incident Command and EOC staff.

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

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. The EM Director may also elect to activate the EOC in anticipation of an incident predicted to affect the City. 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. Members of the MAC Group may report to the EOC at their discretion when the EOC is monitoring potential threats to the City.

Actual EOC “activation” is a misnomer, primarily because EOCs are always at some level of activation. It may be simply monitoring local conditions or various forms of information from a variety of sources, but even if no significant incidents are occurring, emergency managers are still on standby, gathering and evaluating information. However, since activation is the term still widely used, we will use it for now.

City of Midwest City Emergency Operations Plan

The Emergency Management Director will operate 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

EXPANDED OPERATIONS

LEVEL III Increased Monitoring	Potential Threat	Performed by Emergency Management staff	Monitor a specific potential threat; Develop a Common Operating Picture; Request National Weather Service Forecast Support if appropriate; 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; Request National Weather Service forecast support if appropriate; Develop a Common Operating Picture, May update more frequently
LEVEL I Emergency or Disaster Operations	Hazard Impact/Expanding Incident/Increase in resource requests	Increased staffing at EOC; Multiple 12-hour operational periods possible	Coordination and Support of response and recovery operations; Develop a Common Operating Picture; Request National Weather Service forecast support if appropriate; Provide Impact Assessment and situation reports (SITREP)

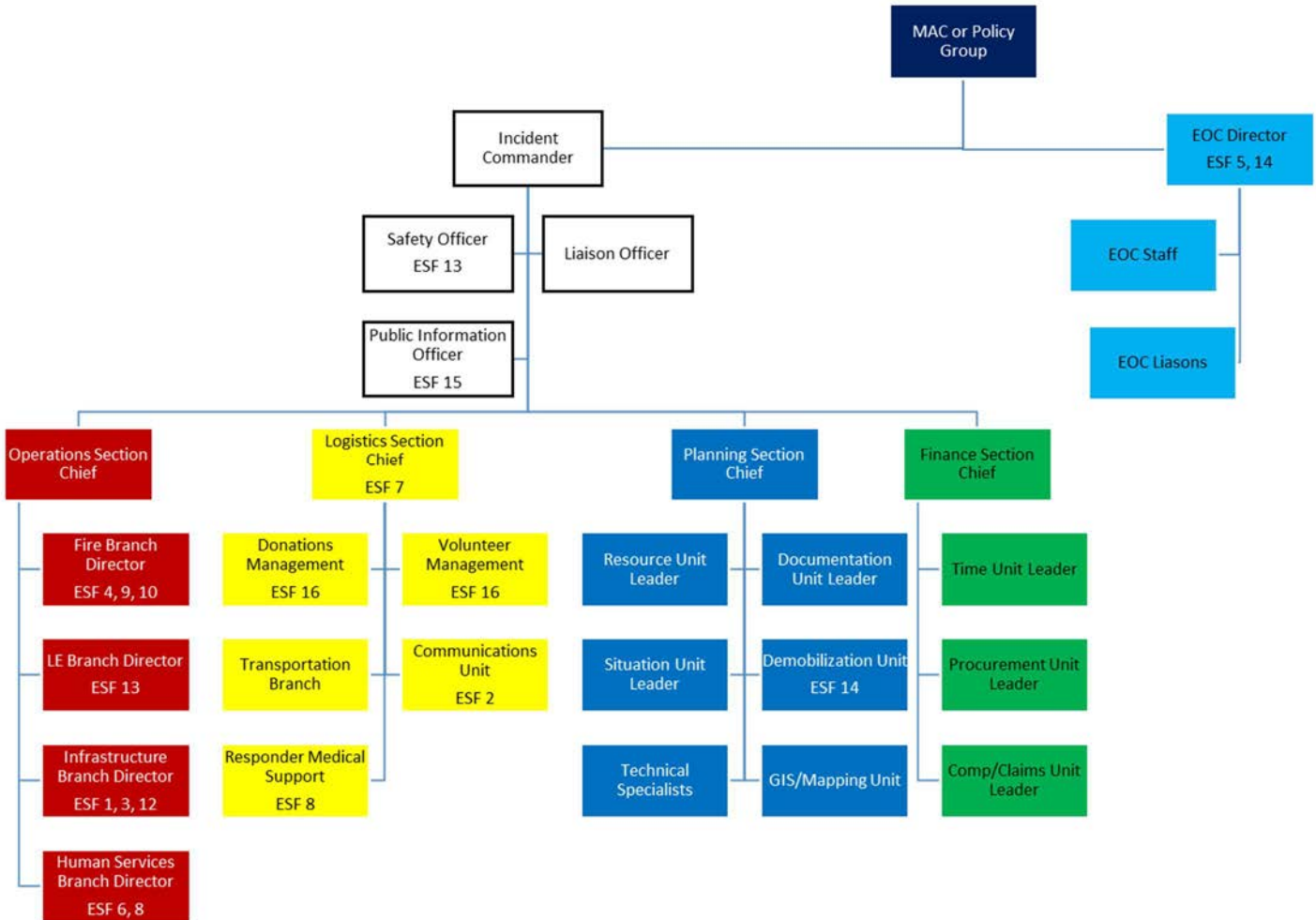
City of Midwest City Emergency Operations Plan

INCIDENT COMMAND STAFF

Incident Command Staff- Positions in the Incident Command structure will be staffed as needed. On-site Incident Command manages the incident at the scene. The Incident Commander, with input from the MAC and EOC, identifies the objectives for each operational period.

The Incident Command Staff will most frequently be located in an Incident Command Post. The MAC or Policy Group and EOC personnel will be located in the EOC.

There must be active, reliable communications between these locations at all times. This may be in the form of a runner in the initial aftermath of a disaster, if communications are completely compromised.



Emergency Response Organizational Chart (Modified ICS 207)

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.

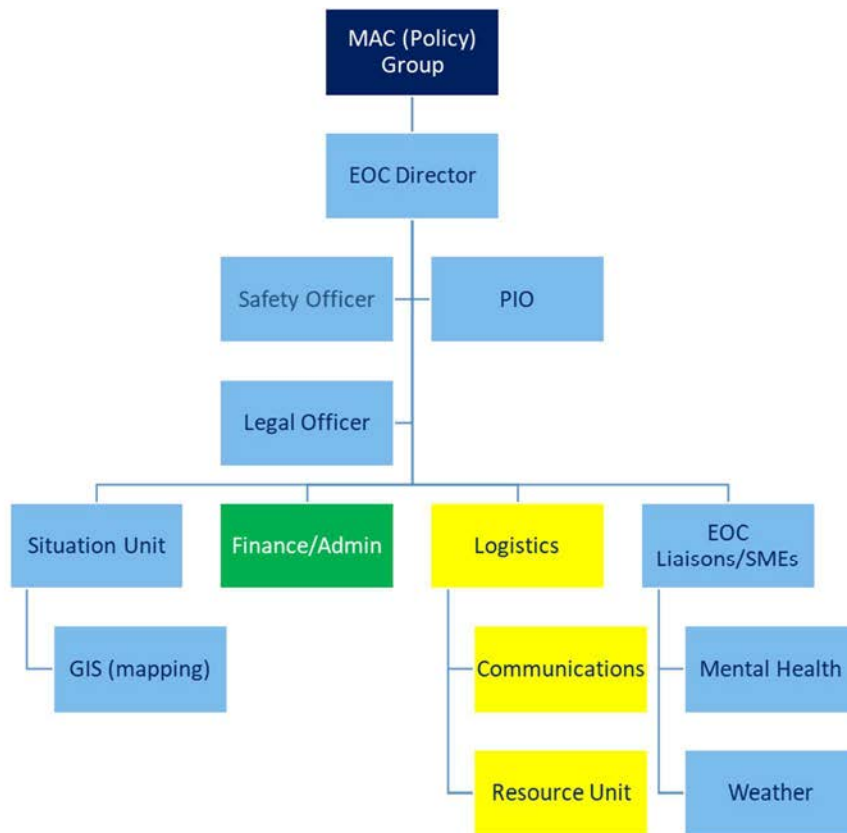
City of Midwest City Emergency Operations Plan

EOC STAFF

An effective EOC enhances community preparedness and allows the Incident Commander to focus on the needs of the incident.

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. One of the most important functions of the EOC is to provide ongoing Situational Awareness to all levels of Operations. EOC staff also plan for resource requirements and provide resources and support to Incident Command, and coordinate with other affected or responding communities and jurisdictions.

A separate EOC Standard Operations Guide is in development.



Emergency Operations Center Organizational Chart (ICS 207)

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.

City of Midwest City Emergency Operations Plan

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.

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 MAC group will advise and direct the activities of the entire response organization through the EOC and Incident Command.
- The Emergency Management Director is responsible for coordinating the emergency management program. He/she makes routine decisions and advises the MAC Group on options and alternatives when major decisions are required. During emergency operations, he/she is responsible for the proper functioning of the EOC and EOC staff, and supporting Incident Command. 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.
 - Procedures to be followed which deviate from normal.
 - Specific emergency authorities that may be assumed by the designated successor during emergency situations.

CONTINUITY OF GOVERNMENT

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
- City Manager

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

City of Midwest City Emergency Operations Plan

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

CITY 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. Backup copies of records should also be stored in alternate locations that would be easily accessible if City Hall was destroyed.

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.

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

ADMINISTRATION AND LOGISTICS

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.

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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 capabilities. 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 Emergency Management Act of 2003.

INCIDENT 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.

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.

CONSUMER PROTECTION

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

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.

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.

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Midwest City will take all actions necessary to provide adequate access to facilitate insurance claims of survivors.

LABOR (PAID AND VOLUNTEER)

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

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.

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.

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.

A list of the properties identified on the OHPO website as being in Midwest City is saved on the Citywide Common drive in the Emergency Management Folder and a hard copy is included in the Emergency Operations binder.

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

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

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- 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.
9. Midwest City, Oklahoma – Code of Ordinances / Chapter 11 – CITY EMERGENCY MANAGEMENT
10. FEMA G2300 Intermediate Emergency Operations Center Functions

APPENDICES

Appendix 1- Incorporation of National Response Framework

Appendix 2- Resource List

Appendix 3- Definitions

Appendix 4- Acronyms

Appendix 5- Hazard Analysis

Appendix 6- FEMA Lifeline Components

Appendix 7- National Risk Index Graphics

Appendix 8 – Resiliency and Planning Tool Images

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 following matrix are responsible for cooperation with the State and Federal counterparts in coordinating and implementing the plan.

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ESF	Federal Agency	State Agency	Local Agency
#1 Transportation	Dept. of Transportation	OK Dept. of Transportation	Mid-Del Public Schools
#2 Communication	Dept. of Homeland Security	OK Dept. of Emergency Management and Homeland Security	MWC Information Technology/Emergency Communications
#3 Engineering and Public Works	Dept. of Defense/ U.S. Army Corps of Engineers	OK Dept. of Transportation	MWC Public Works Dept.
#4 Firefighting	Dept. of Agriculture/ U.S. Forest Service	OK Dept. of Agriculture, Food and Forestry	MWC Fire Dept.
#5 Emergency Management	Dept. of Homeland Security/FEMA	OK Dept. of Emergency Management and Homeland Security	MWC Emergency Management
#6 Mass Care and Sheltering	Dept. of Homeland Security/FEMA	OK Dept. of Emergency Management and Homeland Security	American Red Cross-Central and SW Oklahoma Chapter
#7 Logistics	General Services Administration	OK Dept. of Emergency Management and Homeland Security	MWC Fire Dept.
#8 Public Health and Medical	Dept. of Health and Human Services	OK Dept. of Health	SSM Health St. Anthony – Midwest EMS/ Oklahoma City-County Health Dept.
#9 Search and Rescue	Dept. of Homeland Security/FEMA	OK Dept. of Public Safety	MWC Fire Dept.
#10 HazMat	Environmental Protection Agency	OK Dept. of Environmental Quality	MWC Fire Dept.
#11 Agriculture	Dept. of Agriculture	OK. Dept. of Agriculture, Food, and Forestry	MWC Animal Welfare
#12 Energy	Dept. of Energy	OK Corporation Commission	MWC Public Works Dept./Local Utility Providers
#13 Public Safety and Security	Department of Justice/Bureau of Alcohol, Tobacco, Firearms & Explosives	OK Dept. of Public Safety	MWC Police Dept.
#14 Recovery	FEMA	OK Dept. of Emergency Management and Homeland Security	Midwest City Emergency Management/OKVOAD
#15 Public Affairs	Department of Homeland Security	OK Dept. of Emergency Management and Homeland Security	MWC Communications & Marketing, Police PIO, Fire PIO
#16 Donations and Volunteer Management	National VOAD	OK VOAD	MWC Human Resources/Emergency Management
#17 Cross-Sector Business and Infrastructure	Department of Homeland Security / Cybersecurity and Infrastructure Security Agency (CISA)	OK Dept. of Homeland Security/ OK Dept. of Emergency Management	MWC Economic Development MWC Chamber of Commerce

APPENDIX 2: RESOURCE LIST

EMERGENCY RESOURCES

Numbers in red are 24-hours a day

STATE OF OKLAHOMA

- | | |
|---|--------------------------------|
| 1. State Resource Hotline (ODEMHS): | 405-521-2481 or 1-800-800-2481 |
| 2. Oklahoma Department of Environmental Quality | 405-702-6100 |
| 3. HazMat Release | 405-702-6174 or 1-800-522-0206 |
| 4. Oklahoma Highway Patrol HQ | 405-424-1616 |
| 5. Oklahoma Department of Transportation | 405-521-2554 |
| 6. Oklahoma National Guard | 405-425-8275 |
| 7. Oklahoma Poison Control | 405-271-5454 or 1-800-222-1222 |
| 8. Oklahoma Water Resources Board | 405-530-8800 |
| 9. Oklahoma Corporation Commission | |
| a. Oil and Gas Division | 405-521-2301 |
| b. Pollution Abatement | 405-521-2201 |
| c. Transportation Division | 405-521-2251 |
| d. Railroad Safety | 405-521-3407 |
| 10. State LP Gas Administration | 405-521-2458 |
| 11. Oklahoma Department of Wildlife | 405-521-4600 |

FEDERAL

- | | |
|---|---------------------------|
| 1. National Response Center | Toll Free: 1-800-424-8802 |
| a. Center is staffed by Coast Guard personnel. | |
| b. Notifies all appropriate federal authorities. | |
| c. Maintains contact with all federal agencies that can furnish information, direction, or assistance to on-scene responders. | |

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

PRIVATE

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

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

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.

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 human-caused 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.

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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.

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.

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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.

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.

MULTIAGENCY 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.

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

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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.

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	COMPREHENSIVE 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
EOC	EMERGENCY OPERATIONS CENTER
EPA	ENVIRONMENTAL PROTECTION AGENCY
EPCRA	EMERGENCY PLANNING AND COMMUNITY RIGHT TO KNOW ACT

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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
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

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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
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
Human-caused							
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

City of Midwest City Emergency Operations Plan

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

City of Midwest City Emergency Operations Plan



○ 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

City of Midwest City Emergency Operations Plan

- 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

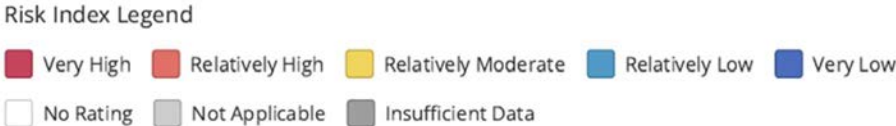
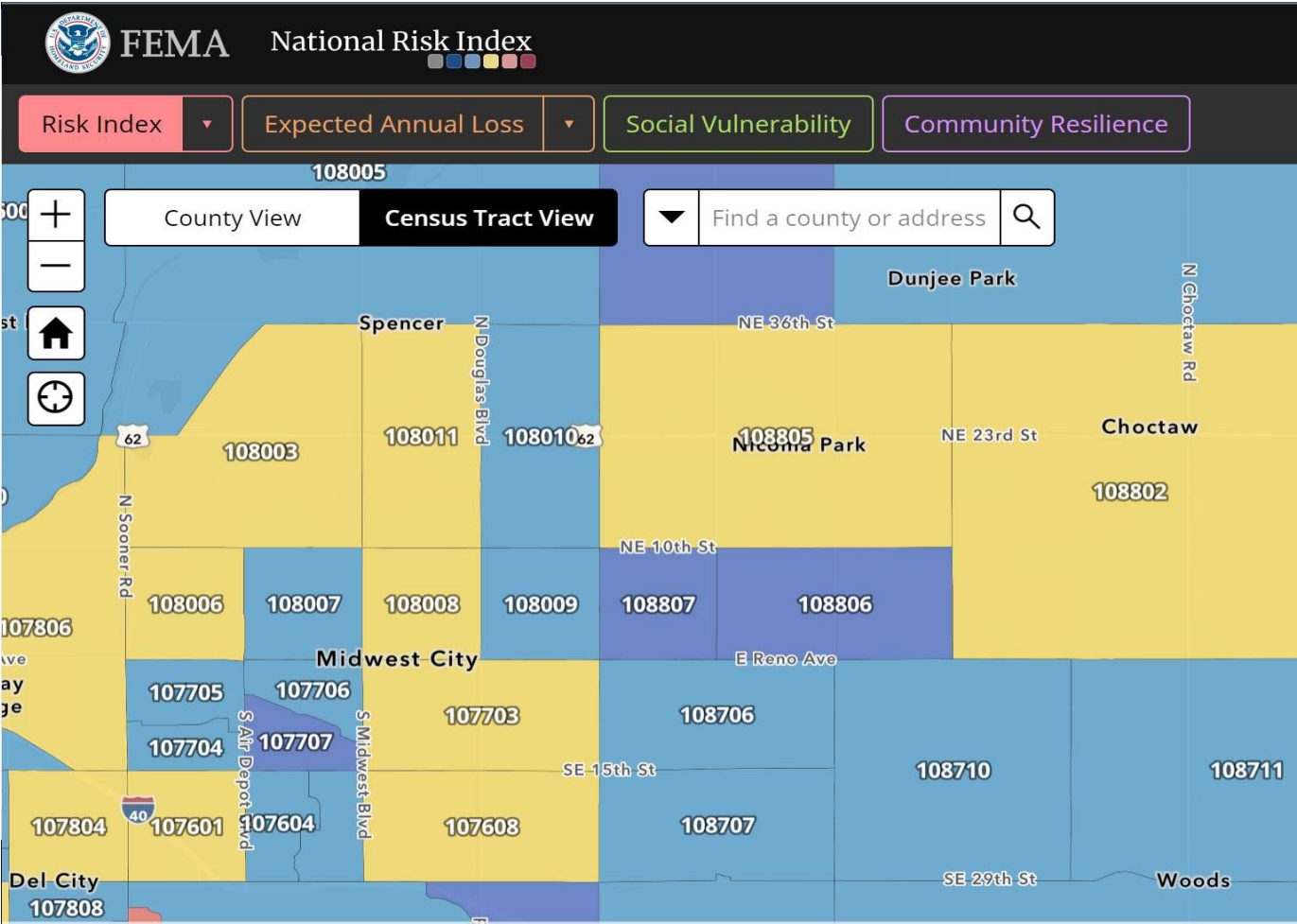
- The National Risk Index is a dataset and on line tool to help illustrate a community's relative level of risk for 18 natural hazards.
- The natural hazards were selected by review of hazard mitigation plans from all 50 states.
- The Risk Index leverages available source data for natural hazard and 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.
- $\text{Risk Index} = \text{Expected Annual Loss} \times \text{Social Vulnerability} \div \text{Community Resilience}$
- $\text{Expected Annual Loss} = \text{Exposure} \times \text{Annualized Frequency} \times \text{Historical Loss Ratio}$
- 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.

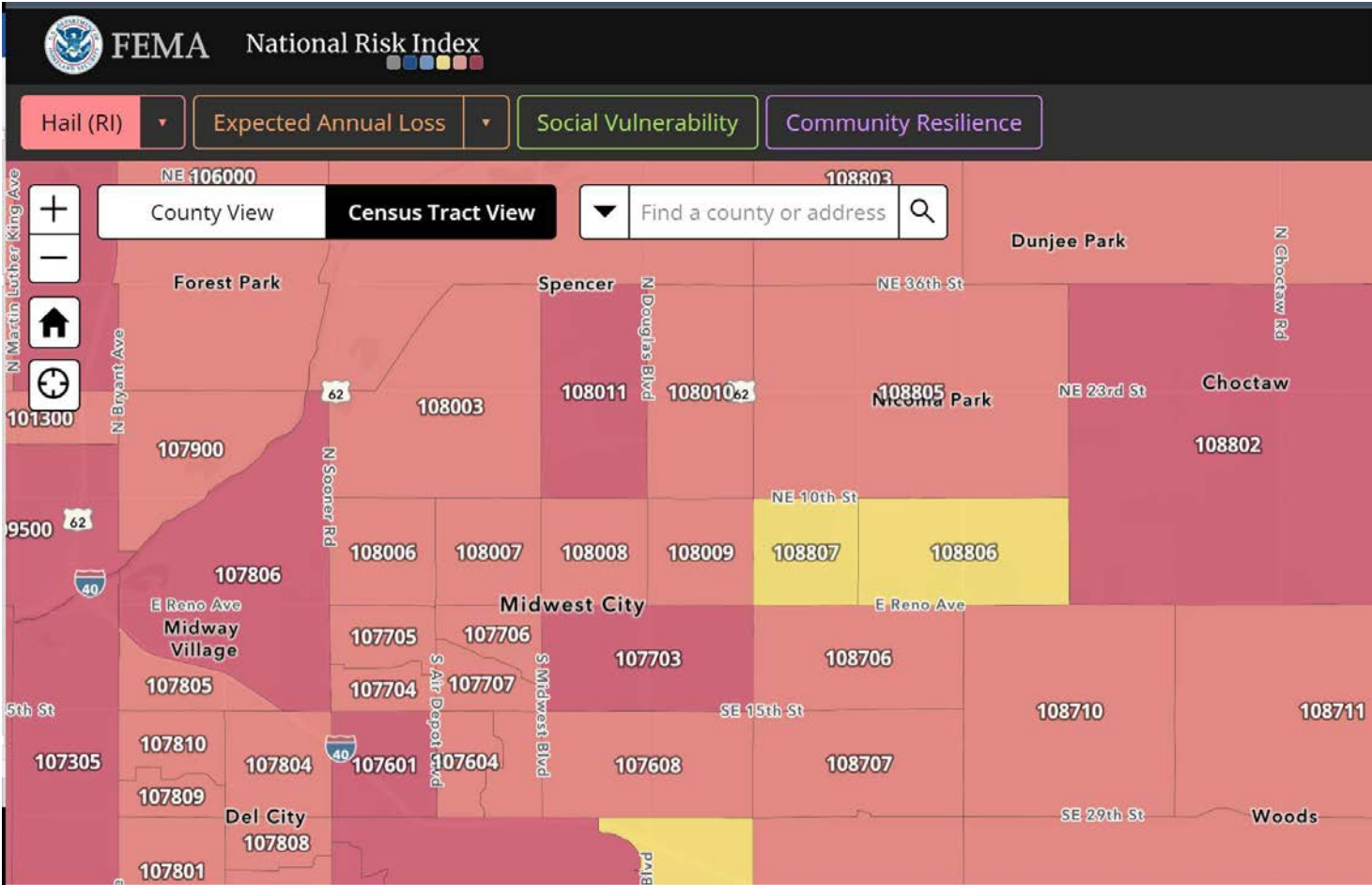
City of Midwest City Emergency Operations Plan

FEMA National Risk Index: All Hazards



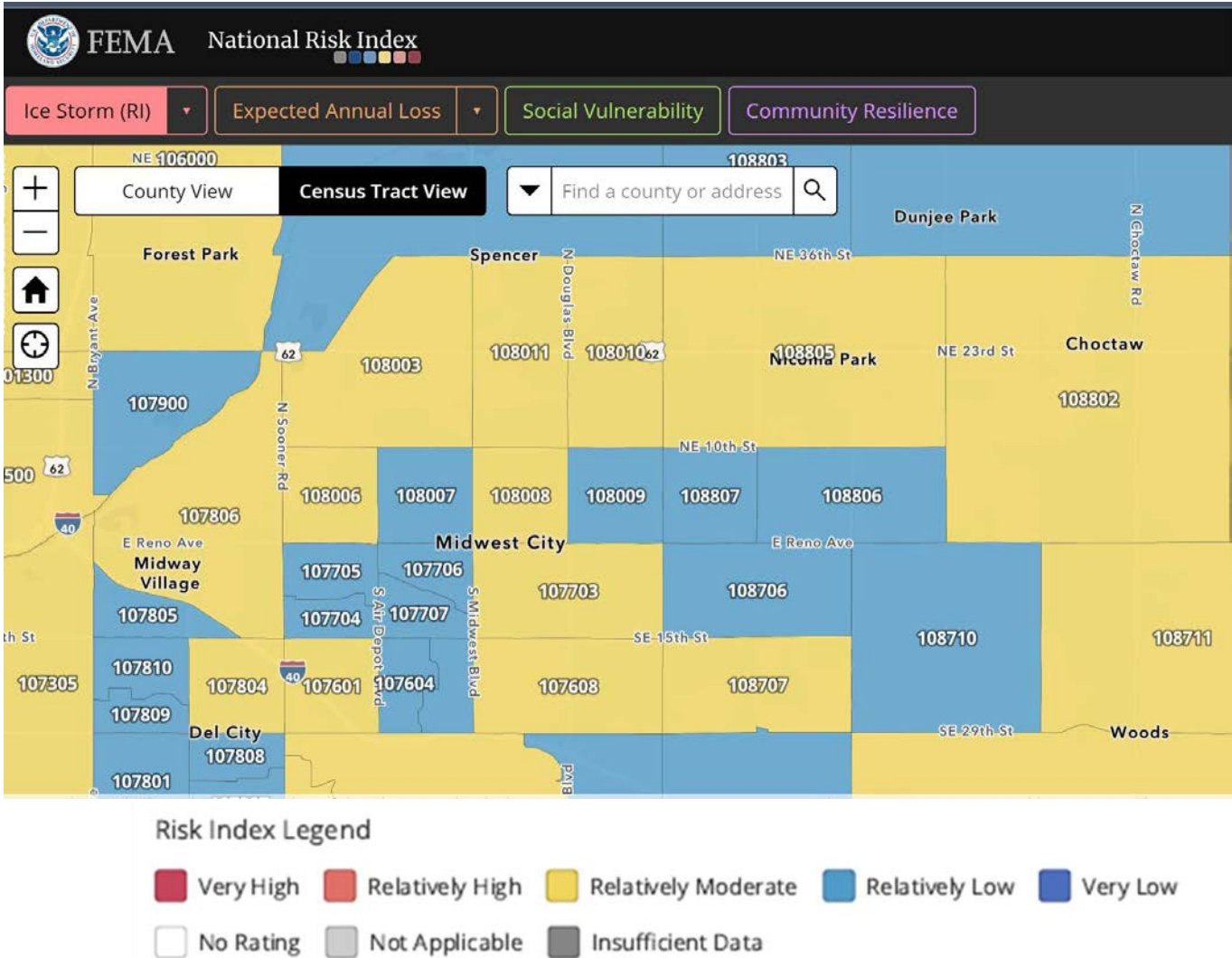
City of Midwest City Emergency Operations Plan

FEMA National Risk Index: Hail



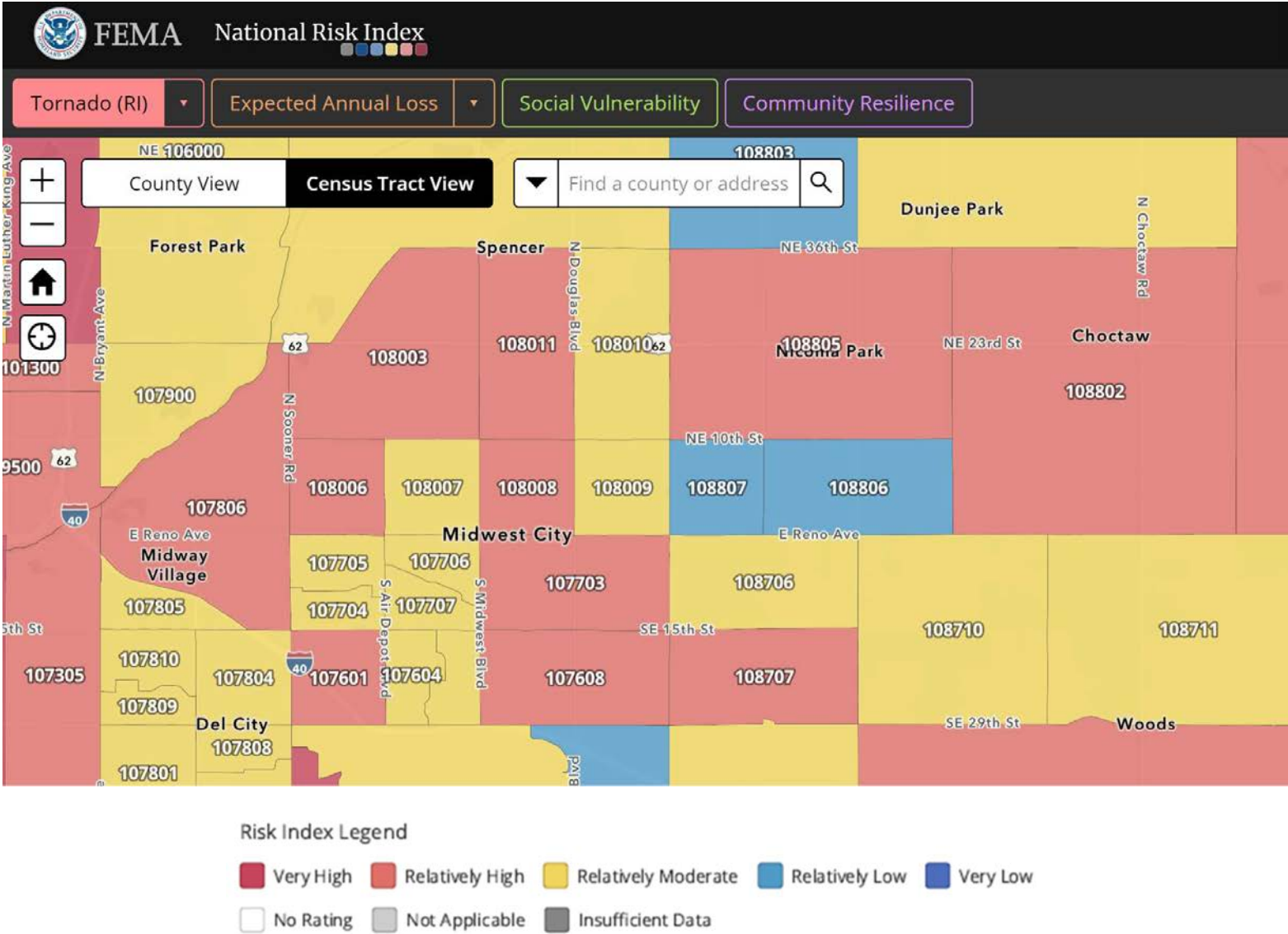
City of Midwest City Emergency Operations Plan

FEMA National Risk Index: Ice Storm



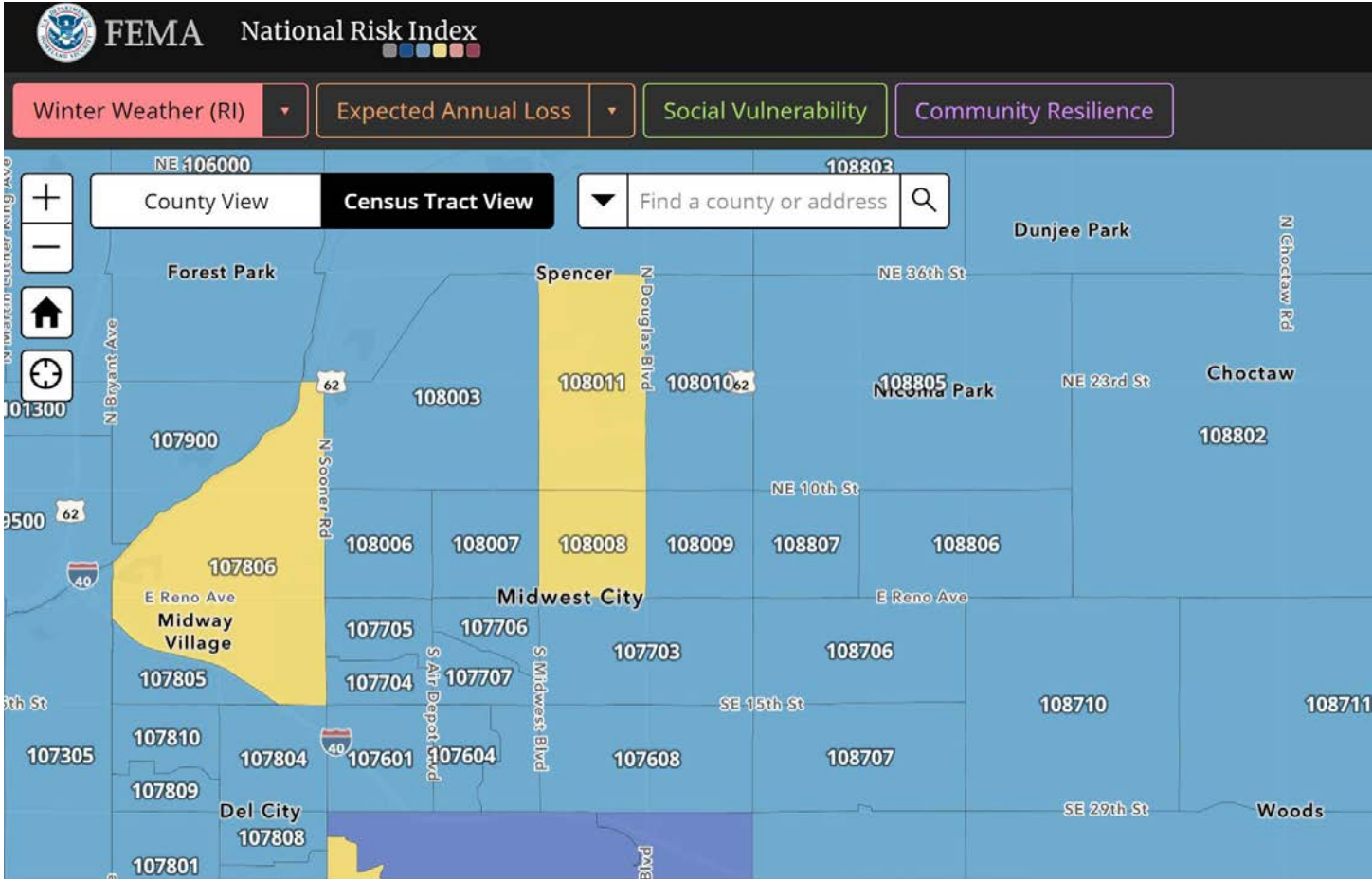
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FEMA National Risk Index: Tornado



City of Midwest City Emergency Operations Plan

FEMA National Risk Index: Winter Weather



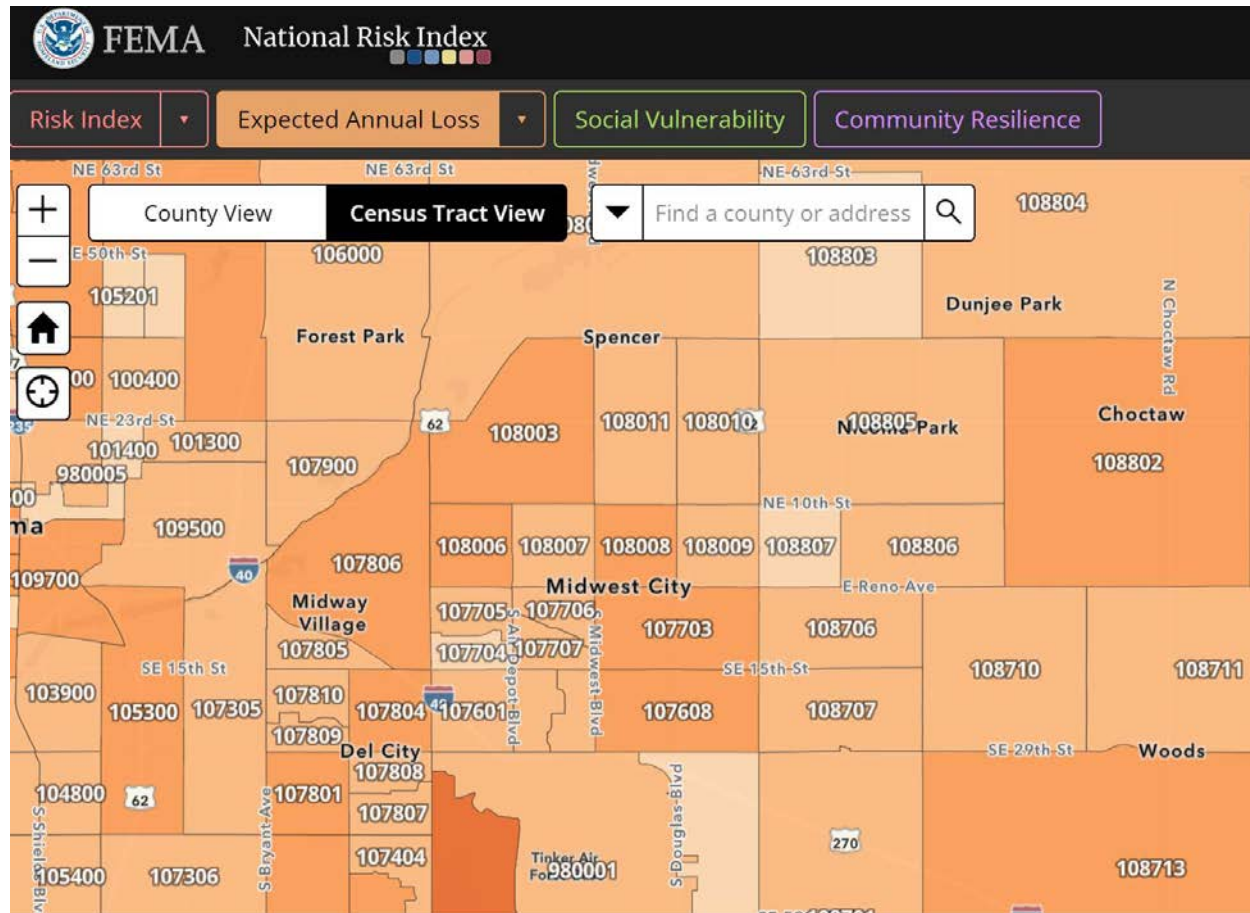
Risk Index Legend

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

City of Midwest City Emergency Operations Plan

FEMA National Risk Index: Expected Annual Loss Composite

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

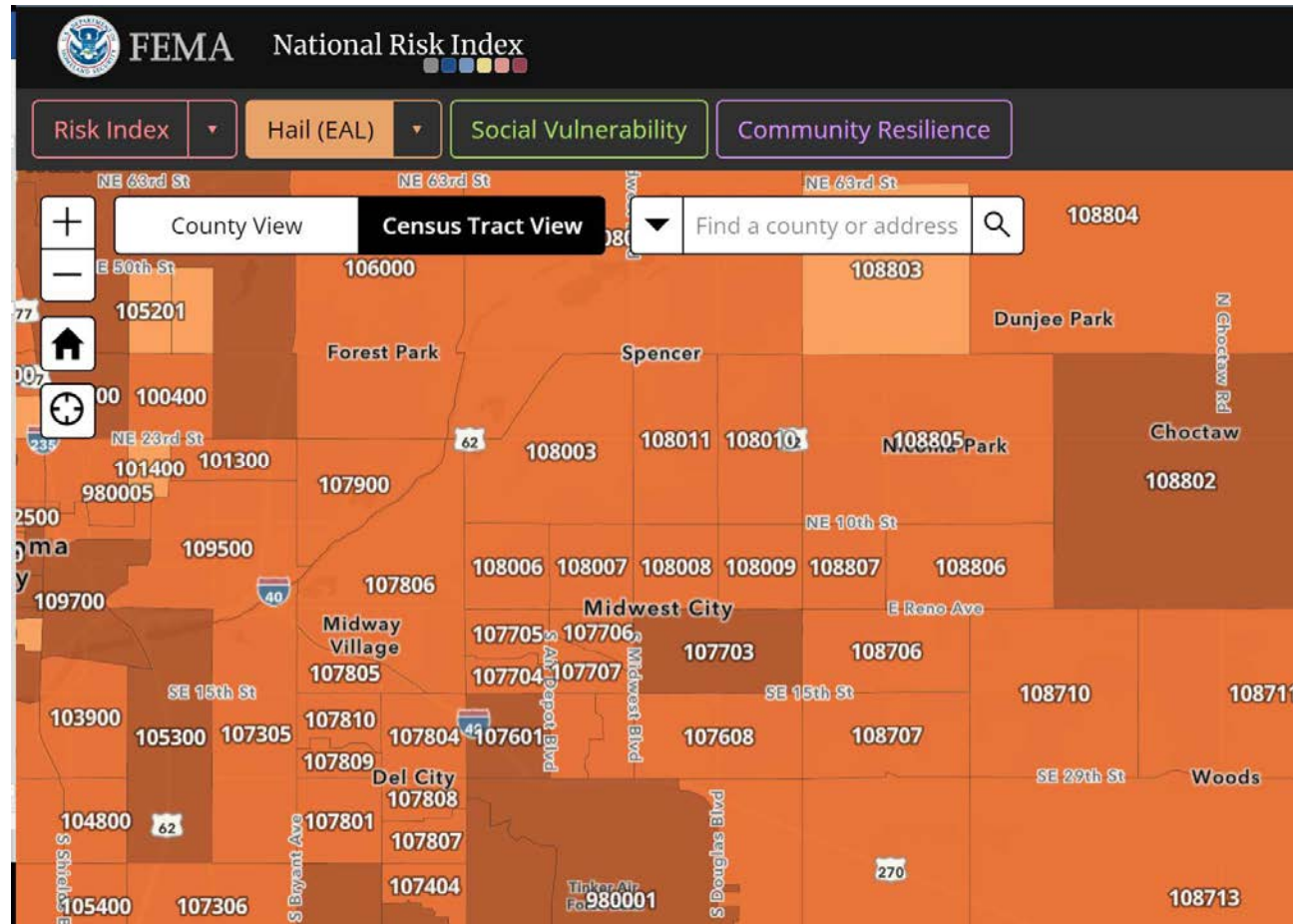


Expected Annual Loss Legend

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

City of Midwest City Emergency Operations Plan

FEMA National Risk Index: Expected Annual Loss: Hail

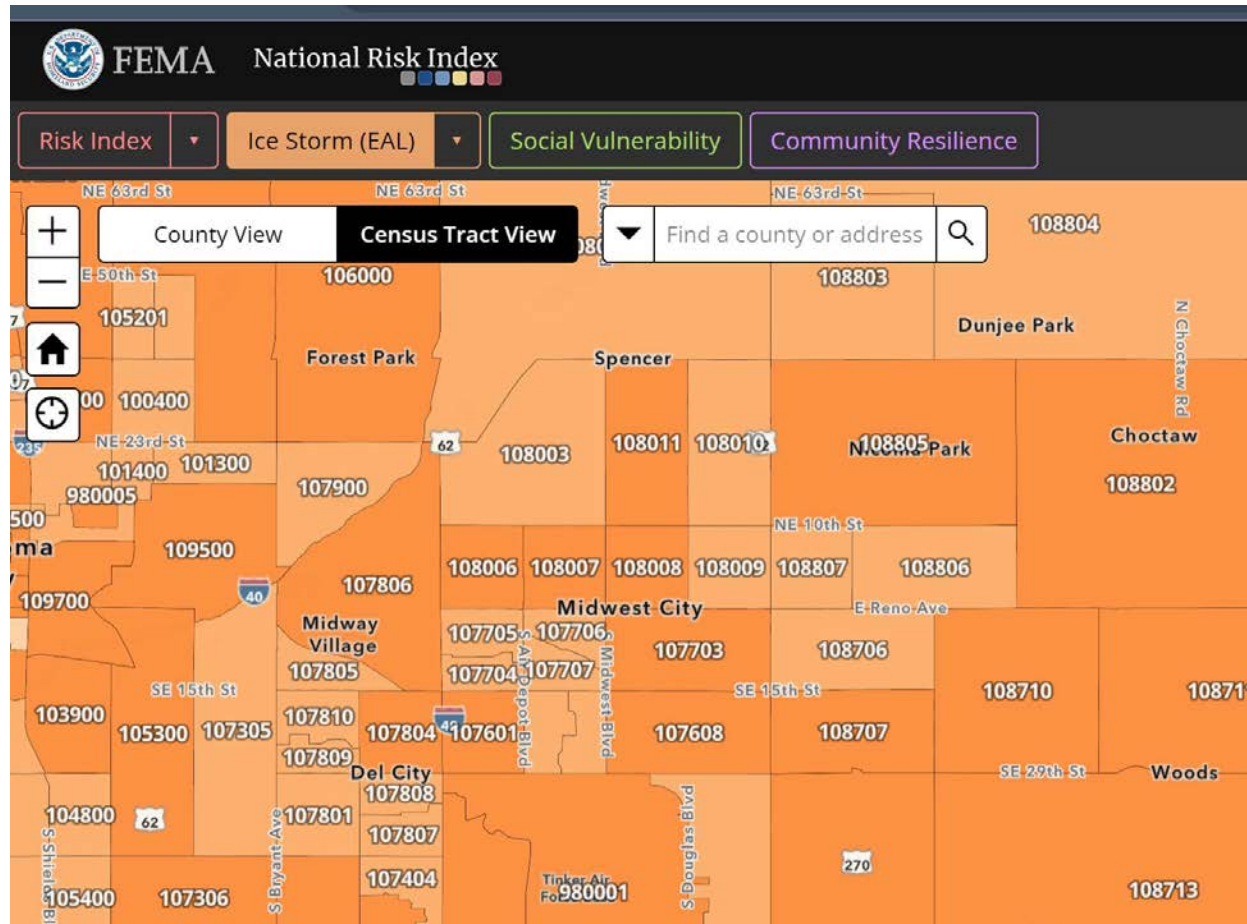


Expected Annual Loss Legend

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

City of Midwest City Emergency Operations Plan

FEMA National Risk Index Expected Annual Loss: Ice Storm

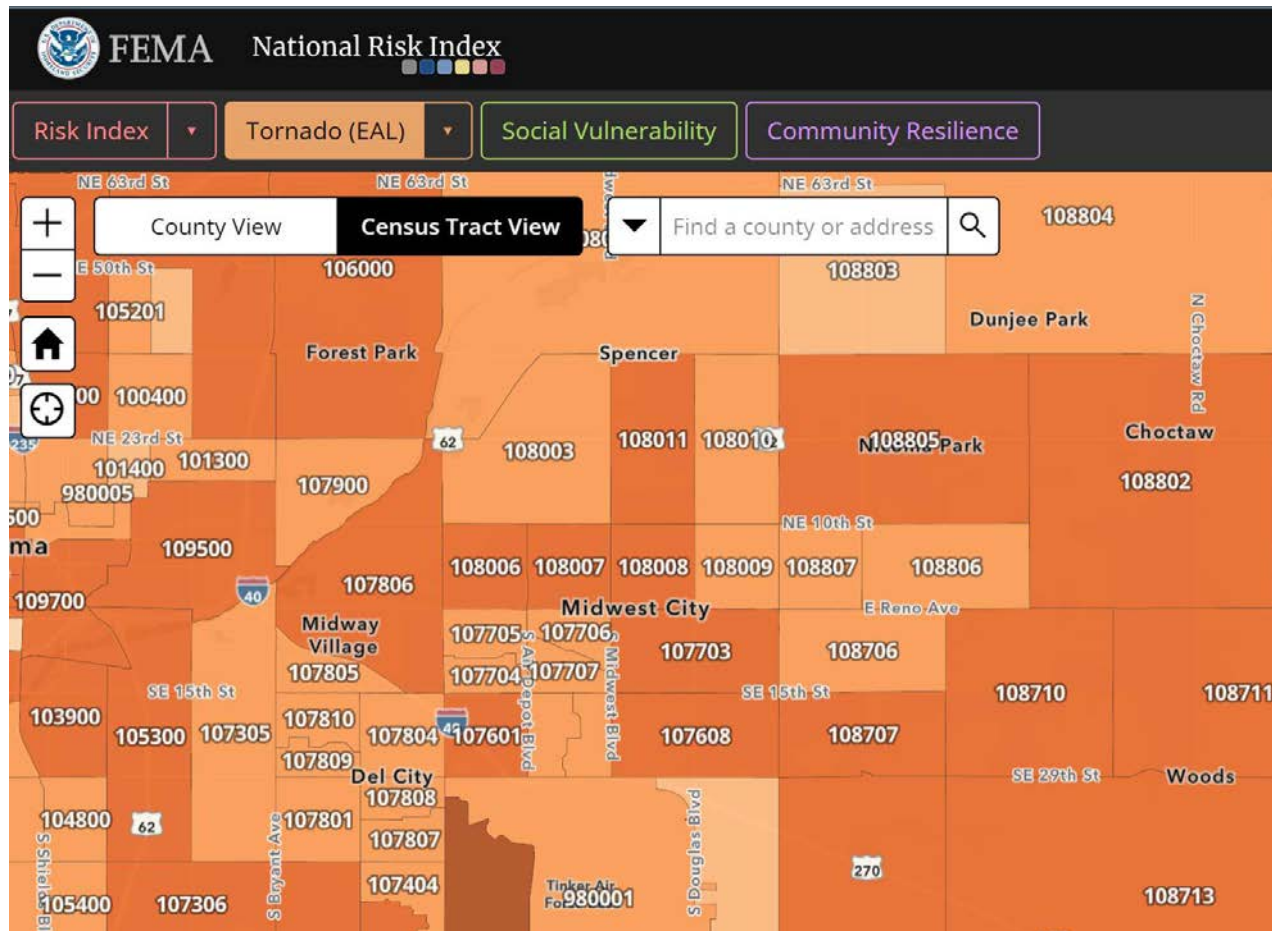


Expected Annual Loss Legend

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

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FEMA National Risk Index Expected Annual Loss: Tornado

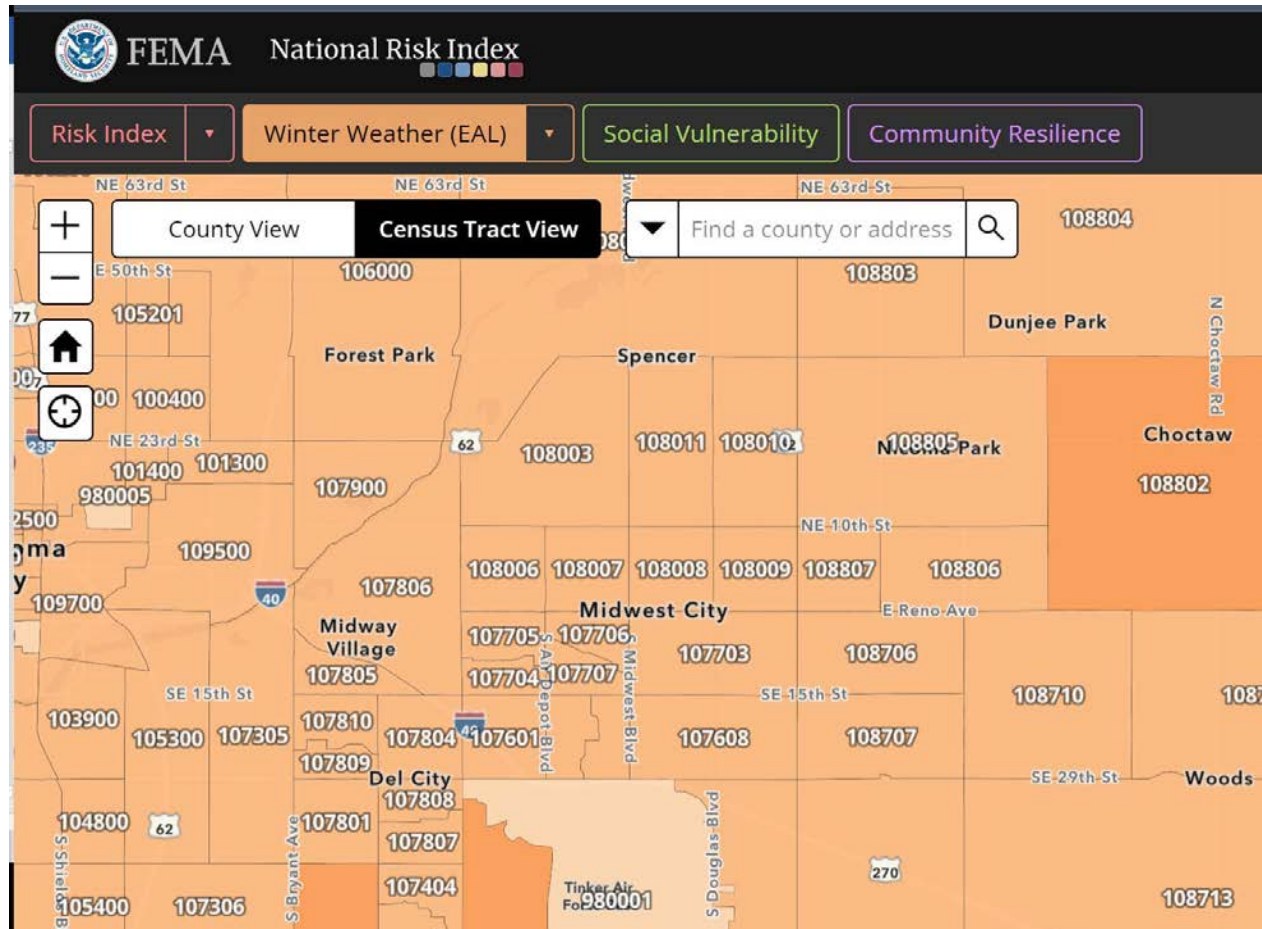


Expected Annual Loss Legend

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

City of Midwest City Emergency Operations Plan

FEMA National Risk Index Expected Annual Loss: Winter Weather



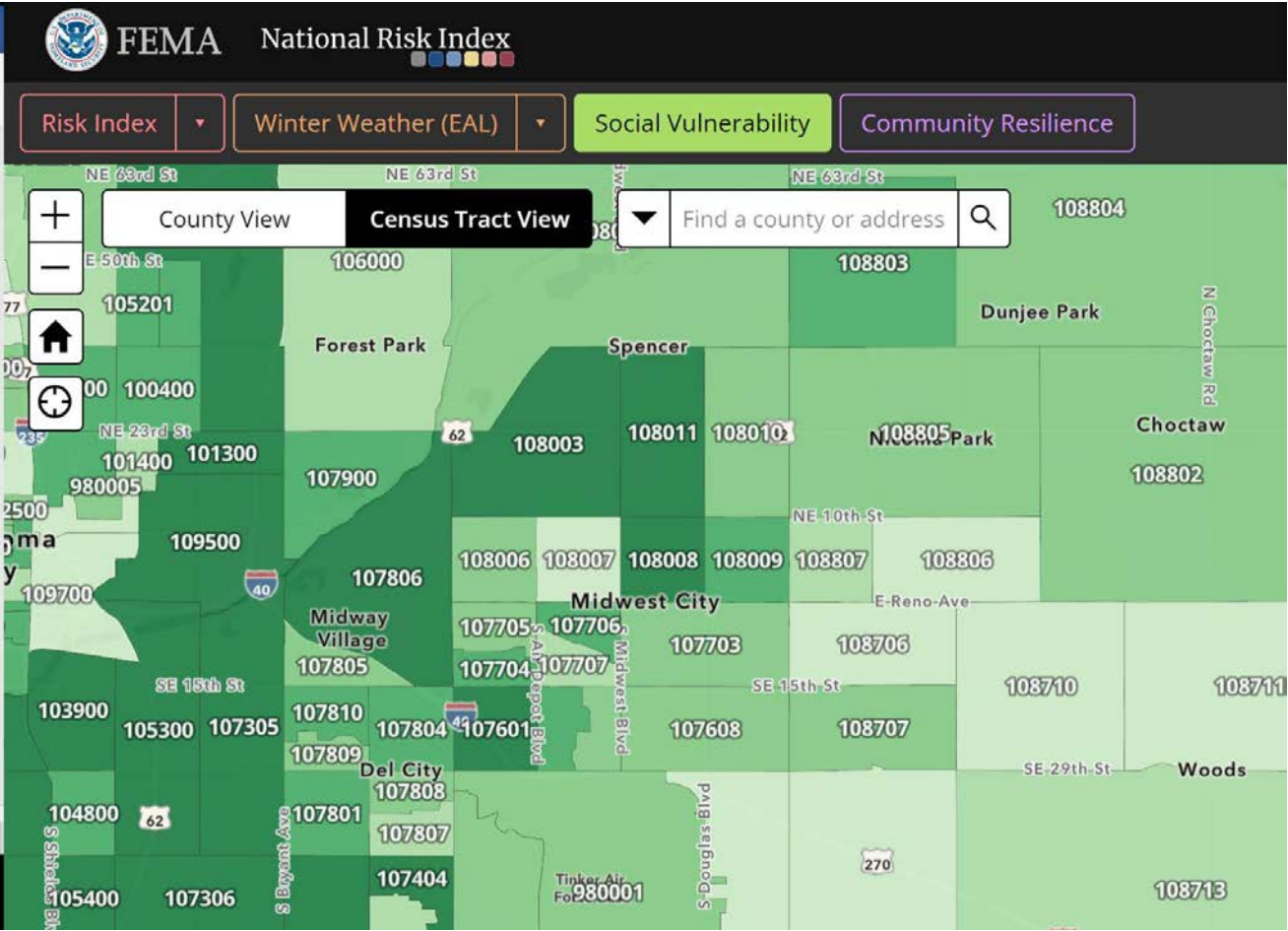
Expected Annual Loss Legend

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

City of Midwest City Emergency Operations Plan

FEMA National Risk Index: 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.



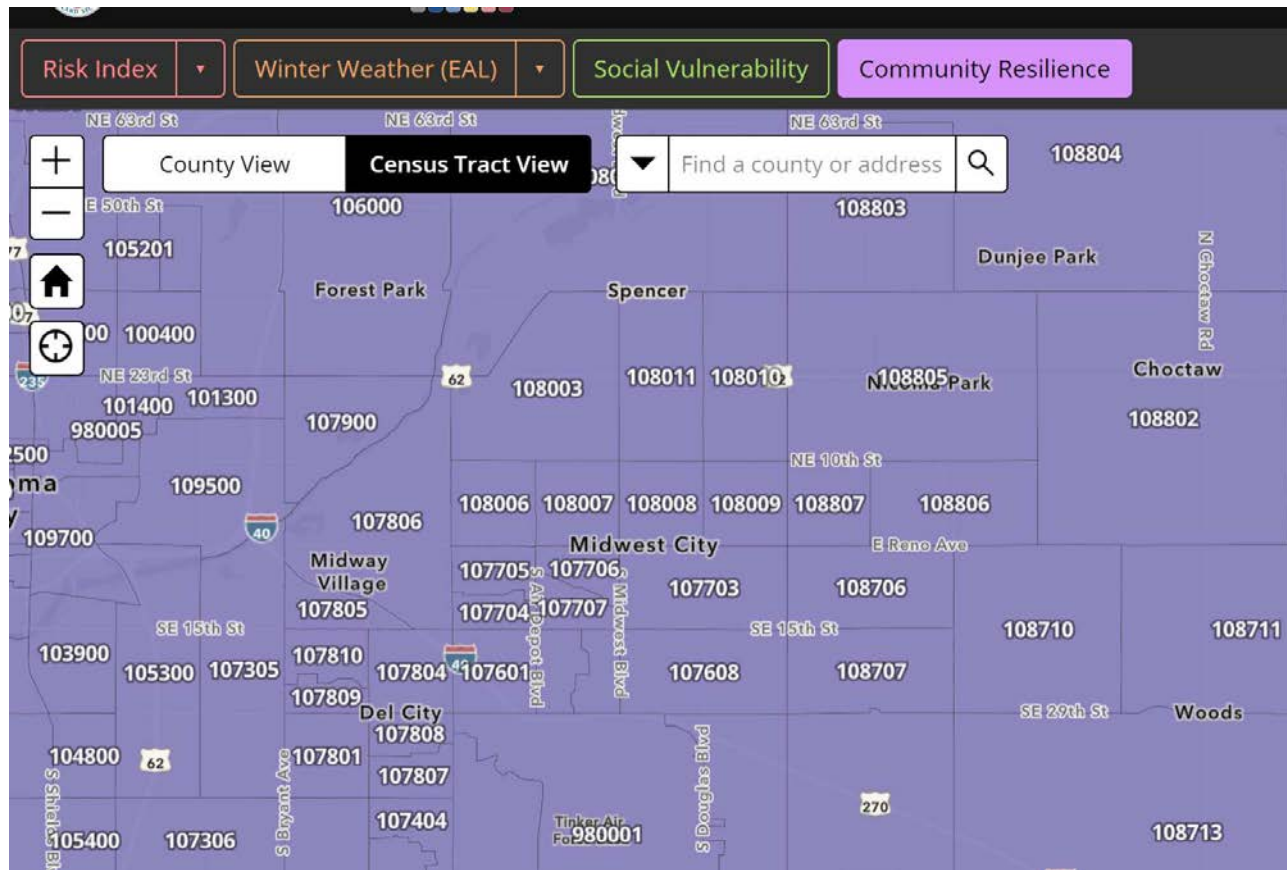
Social Vulnerability Legend

- Very High
- Relatively High
- Relatively Moderate
- Relatively Low
- Very Low

City of Midwest City Emergency Operations Plan

FEMA National Risk Index: 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. This rating is uniform for all of Oklahoma County.



Community Resilience Legend

- Very High
- Relatively High
- Relatively Moderate
- Relatively Low
- Very Low

APPENDIX 8: FEMA RESILIENCY AND PLANNING TOOL

The following images were taken from the FEMA Resilience Analysis and Planning Tool, or RAPT. RAPT is a GIS tool with over 100 pre-loaded data layers that supports emergency management decisions for outreach, planning, mitigation, response, and recovery.

The FEMA Resiliency Index is a composite of 22 indicators including social, economic, and infrastructure.

The three main indicators that drive Oklahoma County's resilience rating are:

1. Income inequality
2. Percentage of the population without health insurance
3. Percentage of the population with limited English proficiency

County-wide indicators:

1. Percent Without Religious Affiliation 27.5
2. Number of Hospitals per 10,000 people: 0.19
3. Social/Civic Organizations per 10,000 people 0.61
4. Percent Inactive Voters: 10.25

RAPT Data Analysis

RAPT Indicators are divided into different categories. Listed below are the census tracts that scored most vulnerable in each.

Refer to the map on p. 57 for tract numbers.

Highest Composite Resilience Challenge Rating - 3 Next highest – 2, 16, 18, 20

POPULATION CHARACTERISTICS

Population without a High School Diploma - 4
Population 65 and older – 4,6,9,14,15,16,23
Population with a Disability – 3,18
Population by Race and Hispanic Origin

HOUSEHOLD CHARACTERISTICS

Households without a Vehicle - 18
Households with Limited English – 3,4,17,21
Single-Parent Households – 2,20
Households without a Smartphone - 16
Households without a Broadband Subscription - 21

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HOUSING

Mobile Homes as a Percentage of Housing - 5

Owner-Occupied Housing - 2

ECONOMIC

Population below Poverty Level – 2,16,18

Median Household Income – 2,3,4,18

Unemployed Labor Force – 3,16,19

Income Inequality - 3

Workforce in Predominant Sector – 6,10,15,21

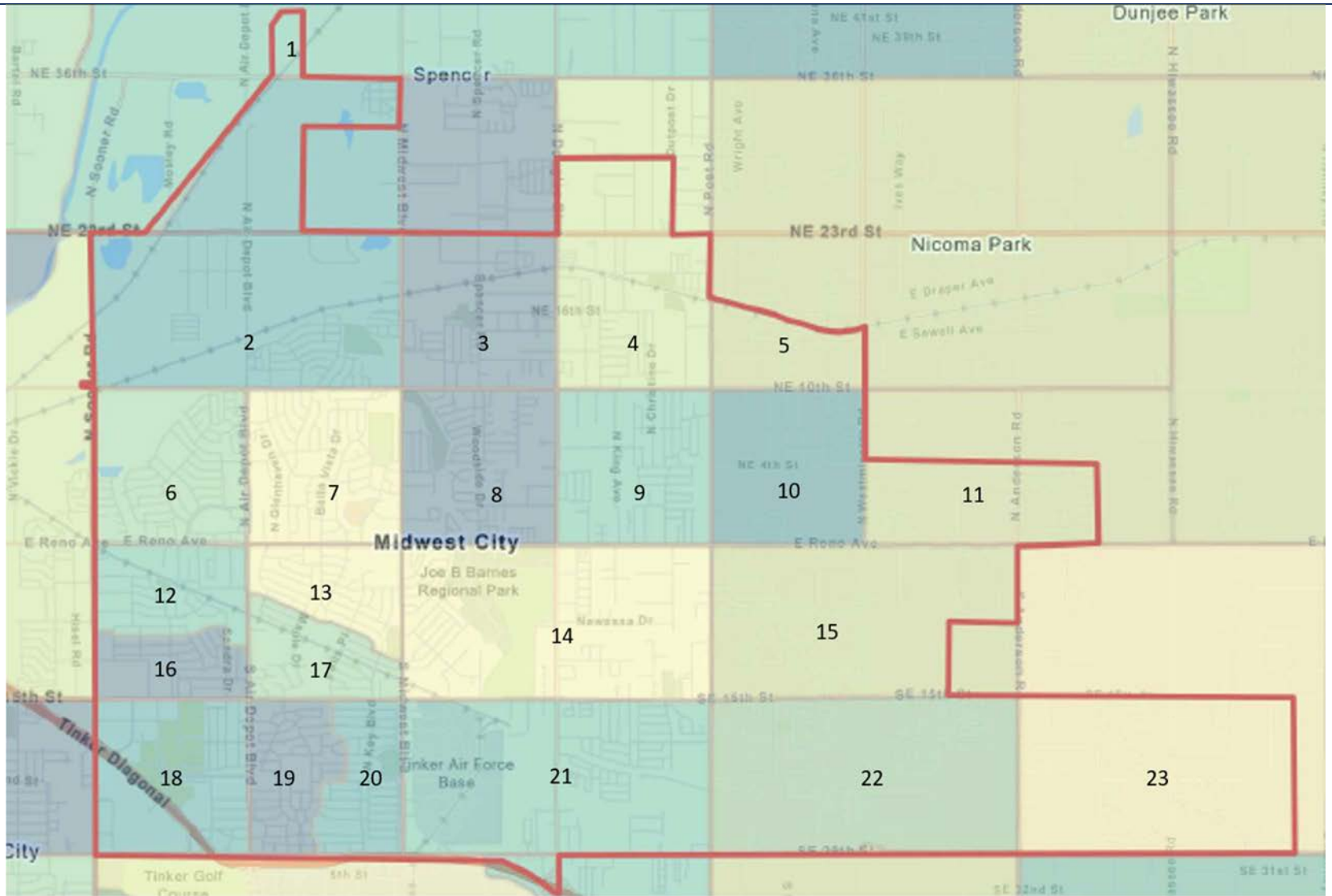
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COMMUNITY RESILIENCE INDICATORS

Census Tract #	Tract on map	Population	% 65+	% Disability	% with no HS Diploma	% Unemployed	% No Health Insurance	% With Limited English	Median Income	% Mobile Homes	% Owner-Occupied Housing	% Households without a Vehicle	% Single Parent	Income Inequality (Gini Index)	# Health Practitioners per 1,000 people	% Unemployed Women	% Employed in Predominant Sector	% Below Poverty Level	% Without Smartphone	FEMA Resilience Challenge Percentile
National	N/A	331,893,745	16.8	13	10.7	6.3	8.6	8.3	\$85,806	5.6	65.4	8	25.3	0.48	N/A	5.5	23.5	12.8	10	N/A
1080.05	1	2600	29.72	20.93	2.65	8.16	9.36	1.46	\$50,637	4.42	61.49	17.13	21.18	0.41	19.71	13.86	33.47	10.84	16.27	61
1080.03	2	3970	7.61	15.33	8.17	8.6	13.35	0.29	\$37,049	7.47	14.24	16.73	73.12	0.39	15.17	9.22	23.75	31.12	14.93	71
1080.11	3	2904	11.72	29.83	10.21	16.42	19.4	2.91	\$36,462	1.96	44.1	12.23	32.86	0.54	0	17.42	23.91	25.12	15.81	86
1080.10	4	3113	19.03	22.03	19.03	6	19.33	3.94	\$34,360	1.43	41.57	0.72	42.74	0.4	13.57	7.93	24.53	16.8	17.71	67
1088.05	5	3835	13.72	12.69	12.66	3.93	11.76	0.57	\$55,570	13.42	62.51	1.29	14.08	0.45	10.31	2.33	24.81	16.89	9.7	35
1080.06	6	4680	19.22	10.19	6.31	5.14	8.87	0	\$66,290	1.68	52.57	2.45	40.82	0.37	7	7.28	30.41	13.71	10.73	37
1080.07	7	3124	18.23	10.49	2.72	2.65	10.68	0	\$59,630	0	26.15	5.09	24.86	0.39	12.93	5.27	26.67	11.5	11.69	24
1080.08	8	4528	13.19	23.15	8.39	10.47	18.15	0	\$46,058	1.36	35.91	4.7	49.44	0.4	10.09	8.33	22.3	13.57	20.57	64
1080.09	9	3185	21.94	26.21	4.06	7.3	9.77	0	\$52,962	1.49	35.61	0.43	42.62	0.3	16.9	0	26.73	4.55	13.48	33
1088.07	10	1377	12.76	21.75	6.41	9.87	10.84	0	\$88,716	0	78.67	0	9.54	0.32	71.43	9.46	32.86	3.54	7.95	13
1088.06	11	1523	16.4	11.96	1.88	3.35	0	0	\$110,139	0.88	89.67	0	6.08	0.31	41.31	6.97	24.01	7.64	2.32	1
1077.05	12	1958	18.48	17.41	4.24	5.75	6.25	0	\$44,330	0	53.62	4.86	23	0.36	0	2.74	20.87	16.44	10.93	31
1077.06	13	2734	12.99	18.06	11.13	8.53	11.65	0	\$42,139	2.99	50.08	9.94	45.9	0.46	3	11.32	25.79	21.78	20.07	65
1077.03	14	2954	22.8	16.21	5.67	0.56	6.02	0	\$64,737	1.59	62.1	6.45	16.08	0.47	30.89	1.22	23.14	9.93	13.43	23
1087.06	15	2622	21.05	19.73	9.43	3	6.78	0	\$72,121	0.81	74.3	0.7	15.2	0.36	28.12	2.23	30.38	4.47	12.85	19
1077.04	16	1767	21.29	20.14	5.86	16.57	14.57	1.58	\$45,607	0	61.55	2.69	53.97	0.47	3.16	16.85	18.62	30.35	37.28	82
1077.07	17	1404	9.94	14.65	4.82	7.63	11.58	2.65	\$58,000	0.91	46.72	1.89	60.98	0.34	8.97	4.72	18.35	18.36	11.74	37
1076.01	18	2261	16.52	29.61	16.28	6.35	10.4	1.54	\$24,675	0	20.36	21.72	44.18	0.36	0	6.35	19.51	33.46	16.83	75
1076.04	19	2340	12.55	16.8	9.74	9.35	16.5	0.88	\$47,105	0	45.23	3.85	35.67	0.38	6.45	14.24	26.42	21.27	7.14	56
1076.05	20	2090	8.15	19.9	12.55	14.27	15.36	0	\$40,653	0	27.67	8.13	70.29	0.48	3.95	15.32	19.42	22.02	13.86	77
1076.08	21	3607	17.52	13.16	6.05	4.87	10.19	2.72	\$58,300	7.22	70.72	1.61	14.12	0.36	18.27	2.22	27.47	5.63	18.75	25
1087.07	22	4132	18.6	17.17	4.17	3.52	5.68	0.45	\$80,322	1.4	76.28	4.7	24.76	0.33	19.27	3.48	25.22	9.05	9.29	16
1087.10	23	4038	19.33	7.75	1.87	1.35	3.94	0	\$94,419	4.48	79.18	0	23.36	0.41	22.07	1.35	24.7	6.02	8.44	7

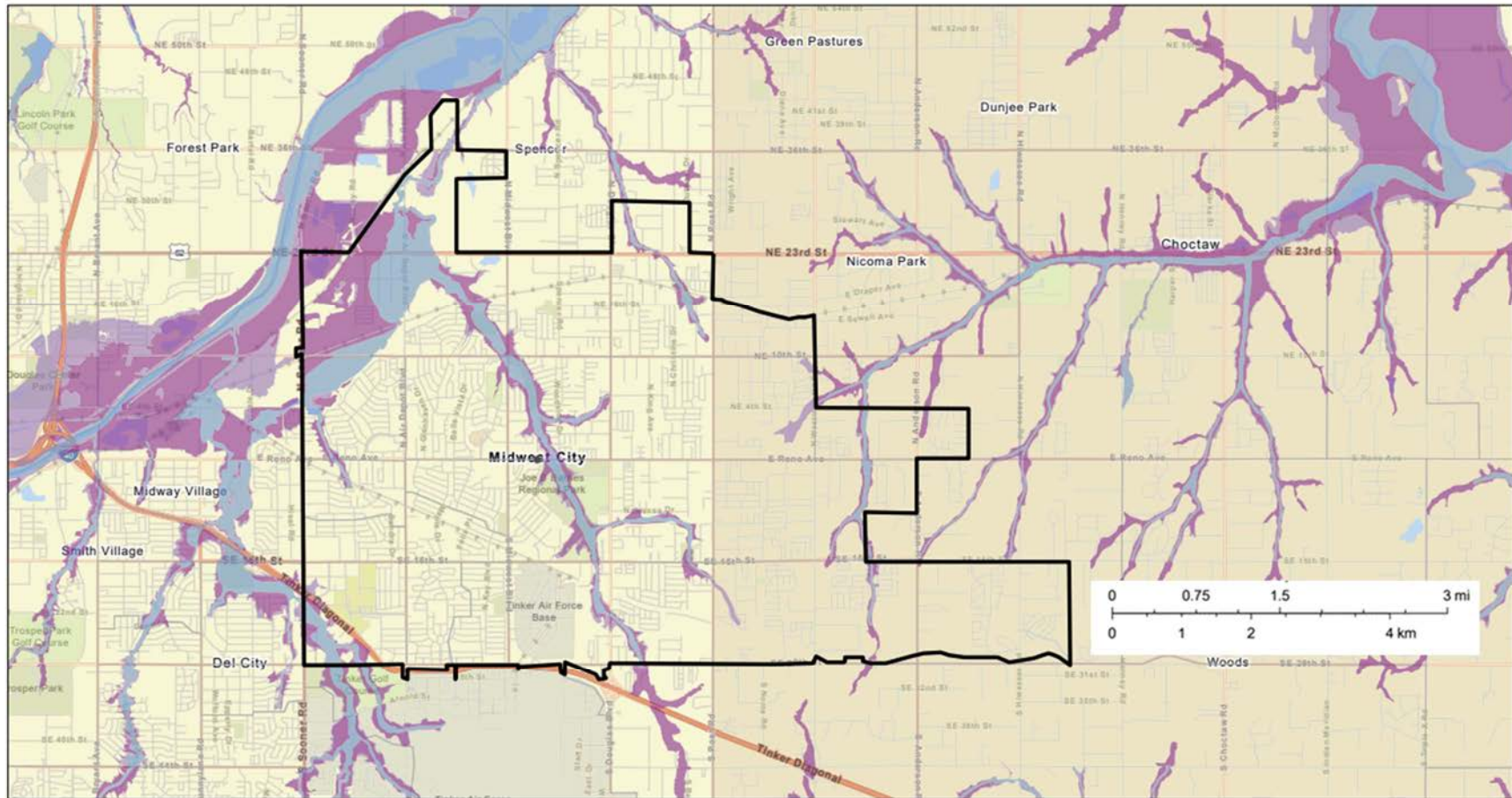
City of Midwest City Emergency Operations Plan

MAP OF MIDWEST CITY WITH NUMBERED CENSUS TRACTS



City of Midwest City Emergency Operations Plan

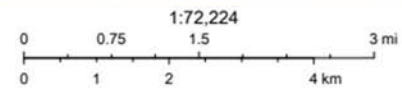
Flood Hazard - Updated 11/2022



5/24/2023, 2:35:20 PM

Flood Hazard (zoom to activate)

- 1% Annual Chance Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Regulatory Floodway
- Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)



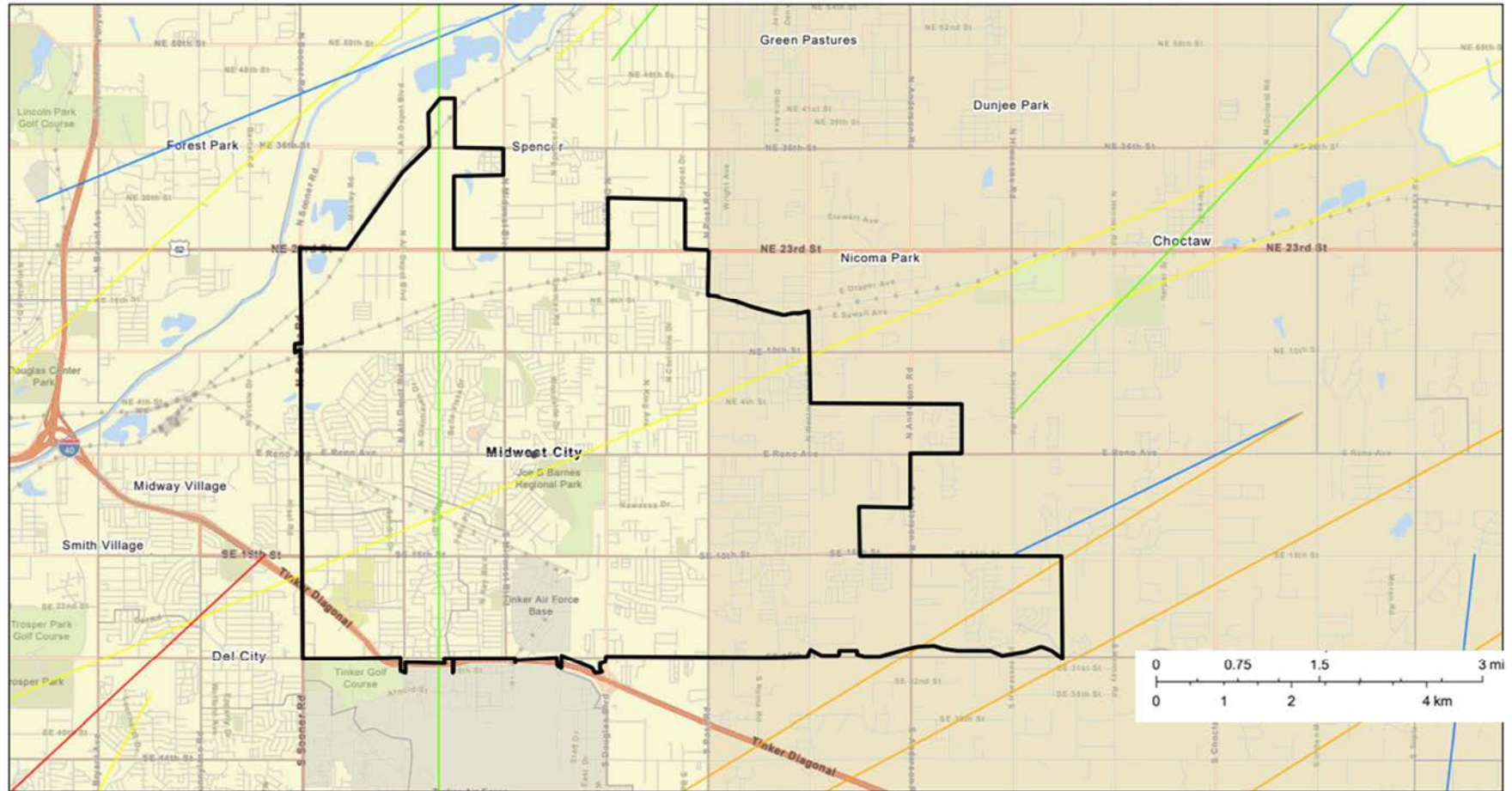
Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Resilience Analysis and Planning Tool

Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA | NOAA/NWS/SPC | NOAA/NWS/CPC and NOAA/NWS/WPC | NOAA/NWS/NHC | National Weather Service | NOAA/NWS | NOAA Office for Coastal Management | NOAA/NWS/NWC | This EPA

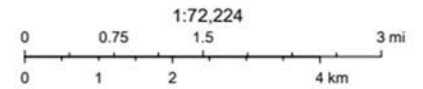
City of Midwest City Emergency Operations Plan

Historical Tornado Tracks - Updated 4/2022



5/24/2023, 2:32:41 PM

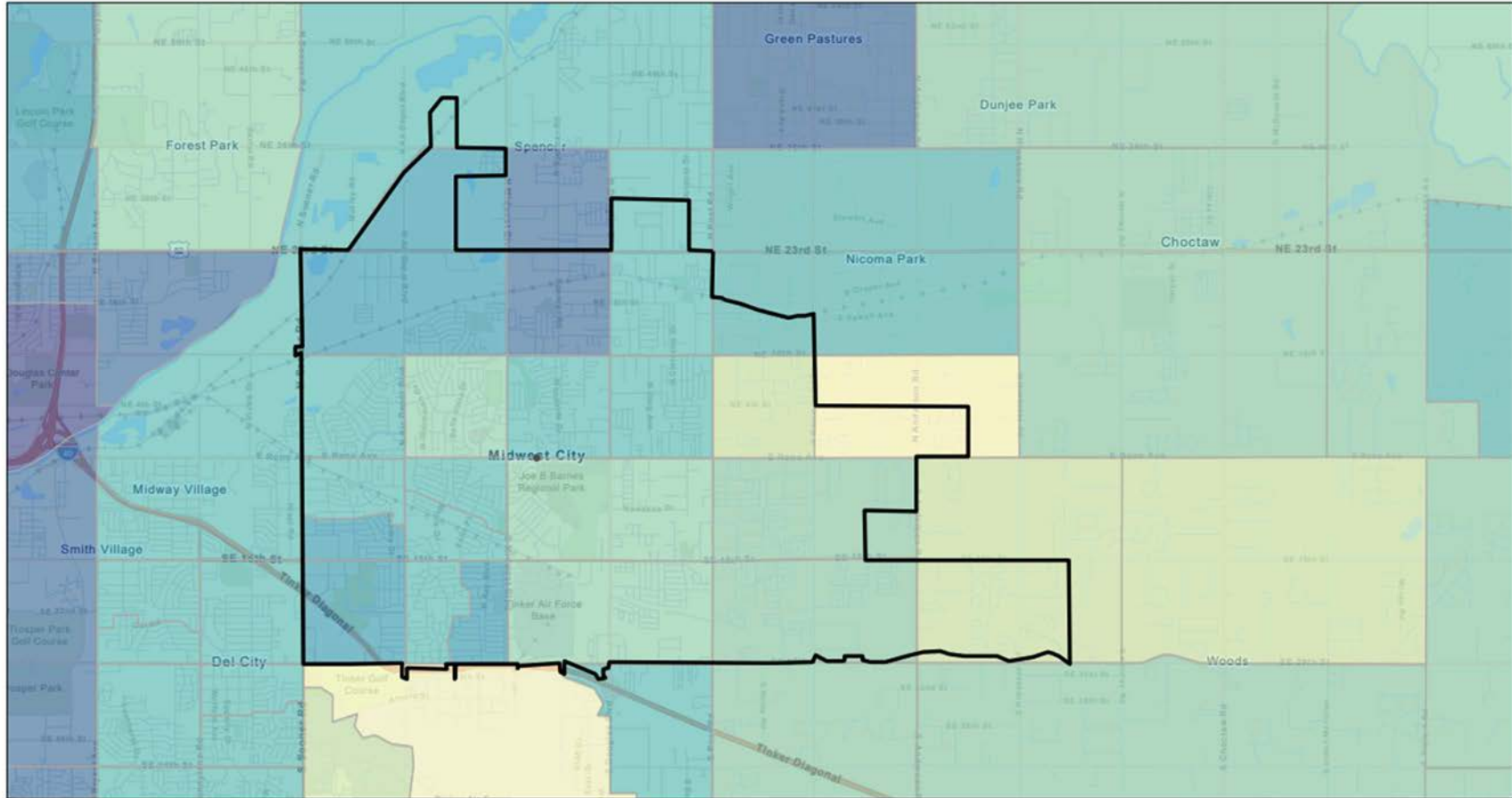
- Historical Tornado Tracks
- 1 (Blue line)
- 2 (Green line)
- 3 (Yellow line)
- 4 (Orange line)
- 5 (Red line)
- Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)



Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

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FEMA Community Resilience Challenges Index - Updated 5/2023

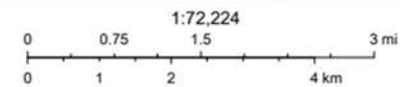


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Census Tracts - FEMA Community Resilience Challenges Index (CRCI): Potential Challenges to Resilience

- Highest challenges (95 – 100th percentile)
- High challenges (85 – 95th percentile)
- Medium-high challenges (70 – 85th percentile)
- Medium challenges (30th to 70th percentile)

- Medium-low challenges (15th to 30th percentile)
- Low challenges (5th to 15th percentile)
- Lowest challenges (up to 5th percentile)
- Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

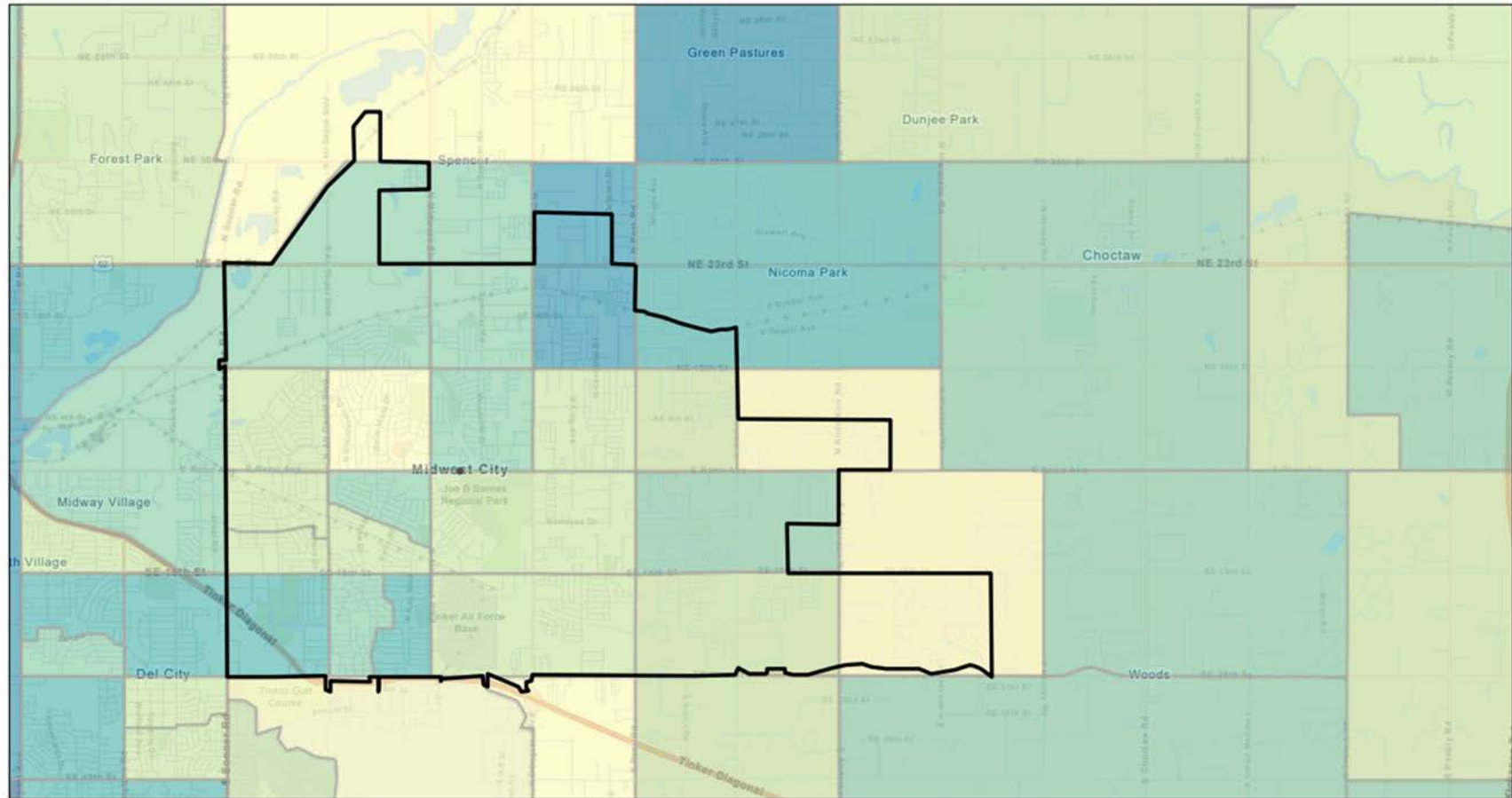


Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA | NOAA/NWS/SPC | NOAA/NWS/CPC and NOAA/NWS/WPC | NOAA/NWS/NHC | National Weather Service | NOAA/NWS | NOAA Office for Coastal Management | NOAA/NWS/NWC | This EPA Resilience Analysis and Planning Tool

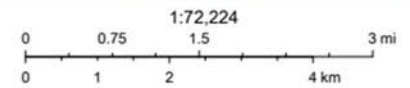
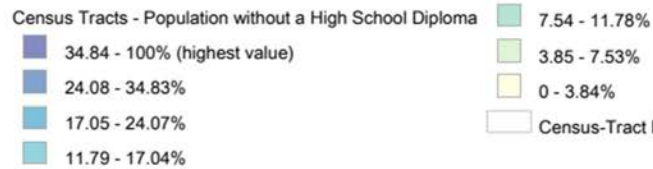
City of Midwest City Emergency Operations Plan

Population Without a High School Diploma - Updated 4/2023



5/24/2023, 2:27:34 PM

Census Tracts - Population without a High School Diploma

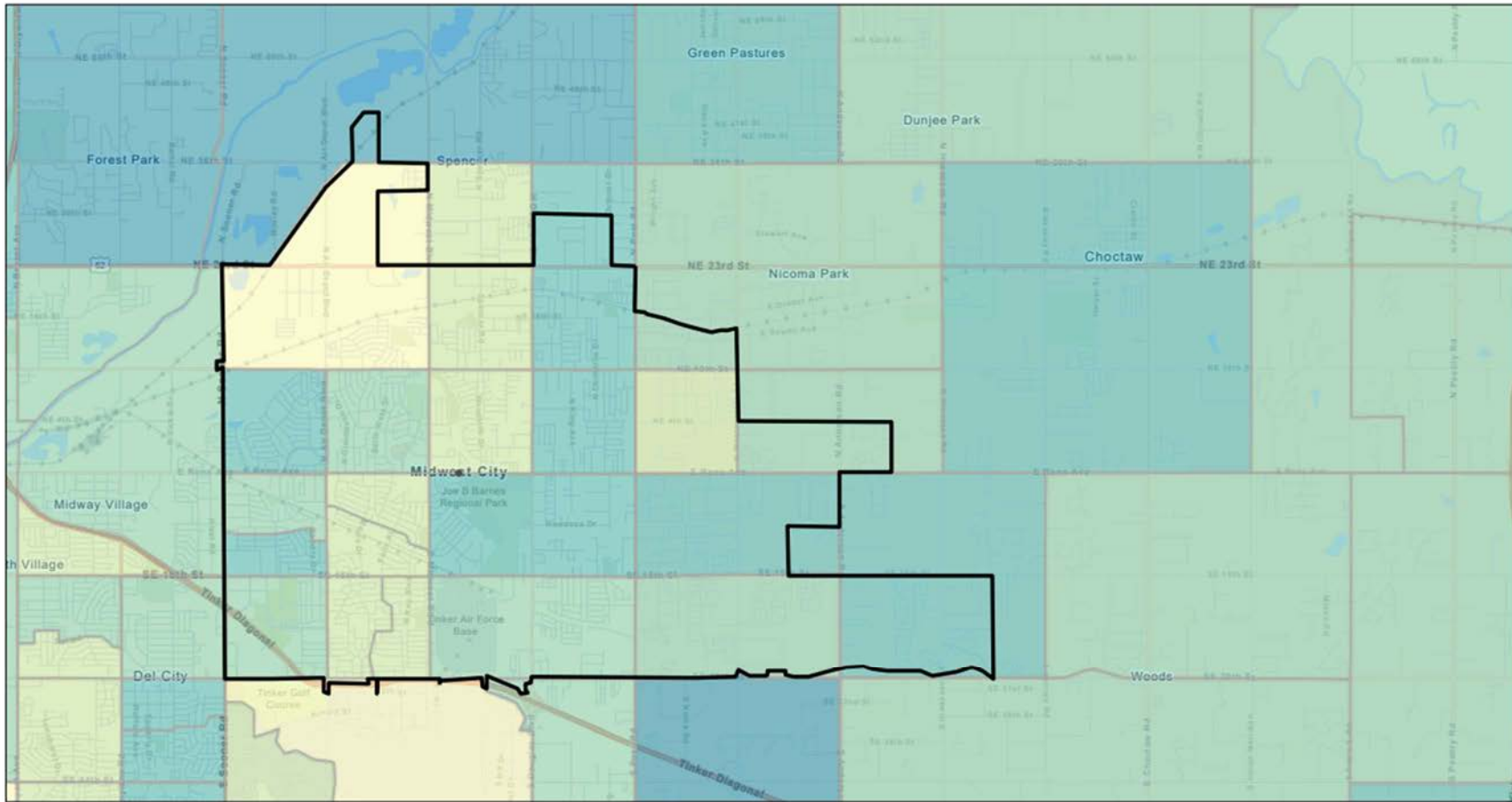


Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA | NOAA/NWS/SPC | NOAA/NWS/CPC and NOAA/NWS/WPC | NOAA/NWS/NHC | National Weather Service | NOAA/NWS | NOAA Office for Coastal Management | NOAA/NWS/NWC | This EPA Resilience Analysis and Planning Tool

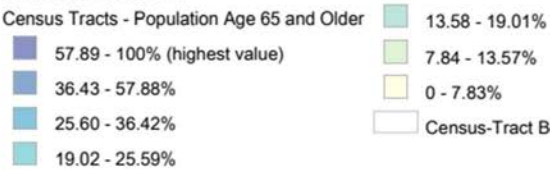
City of Midwest City Emergency Operations Plan

Population Age 65+ - Updated 4/2023

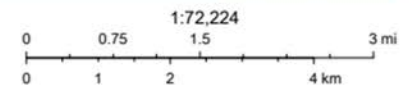


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Census Tracts - Population Age 65 and Older



□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

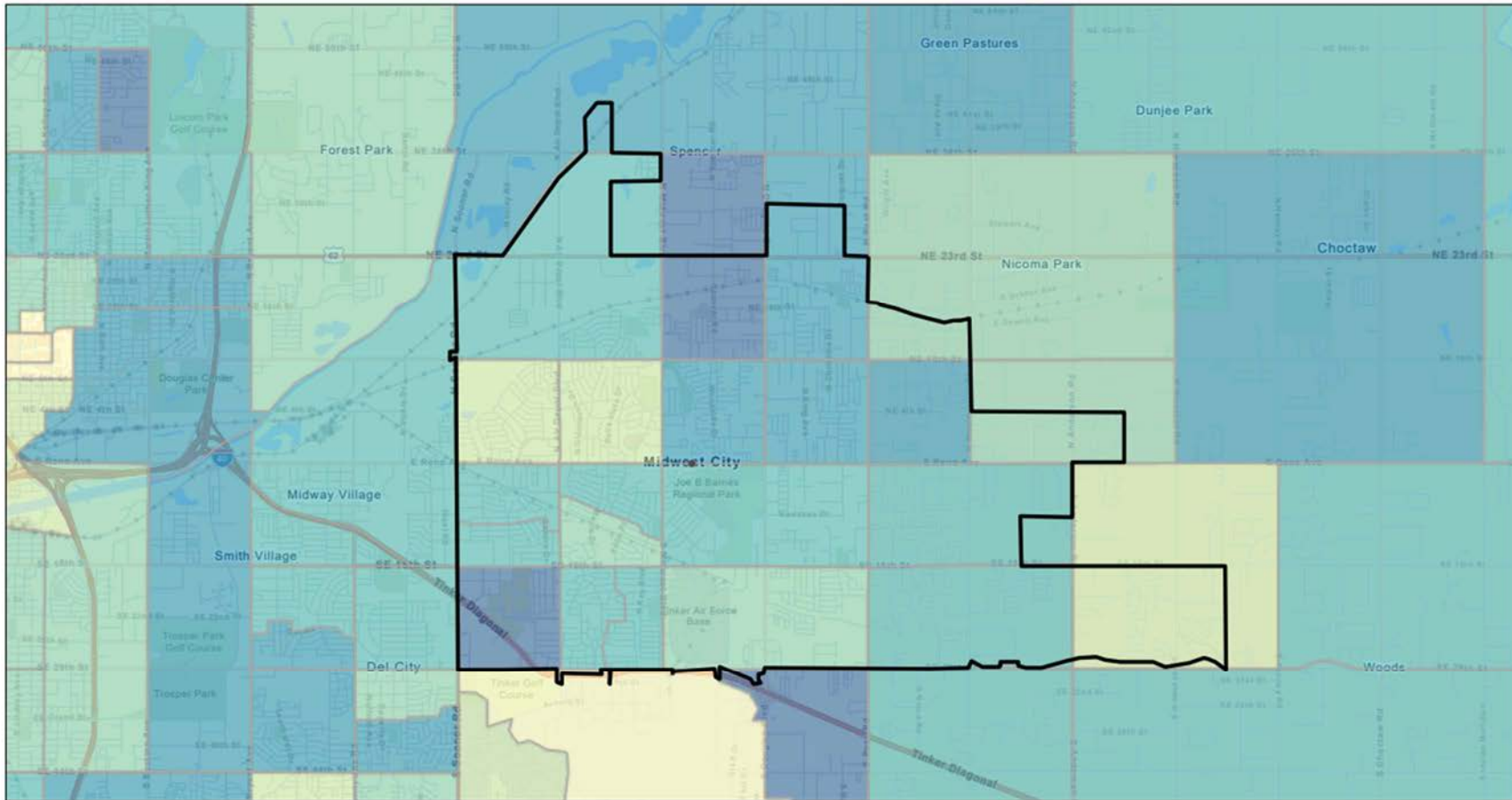


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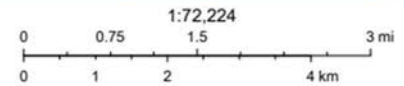
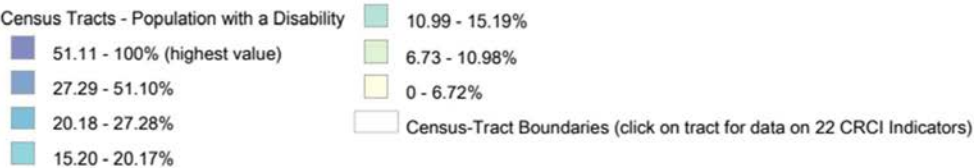
City of Midwest City Emergency Operations Plan

Population with a Disability - Updated 4/2023



5/24/2023, 2:19:49 PM

Census Tracts - Population with a Disability

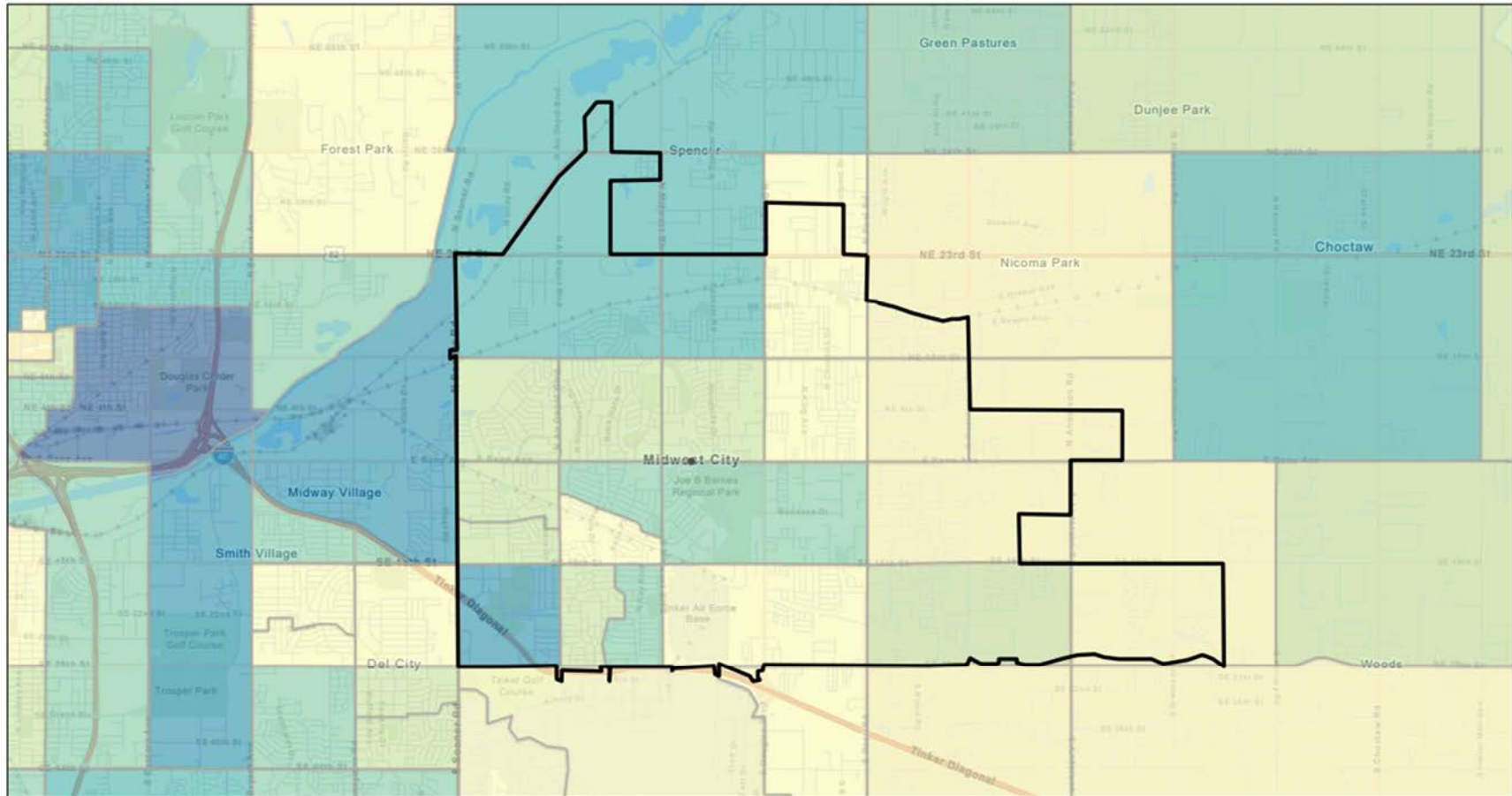


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Households Without a Vehicle - Updated 4/2023



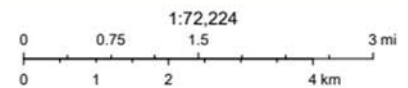
5/24/2023, 2:16:34 PM

Census Tracts - Households without a Vehicle

- 52.17 - 100% (highest value)
- 29.98 - 52.16%
- 17.51 - 29.97%
- 10.29 - 17.50%

- 5.68 - 10.28%
- 2.38 - 5.67%
- 0 - 2.37%

□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

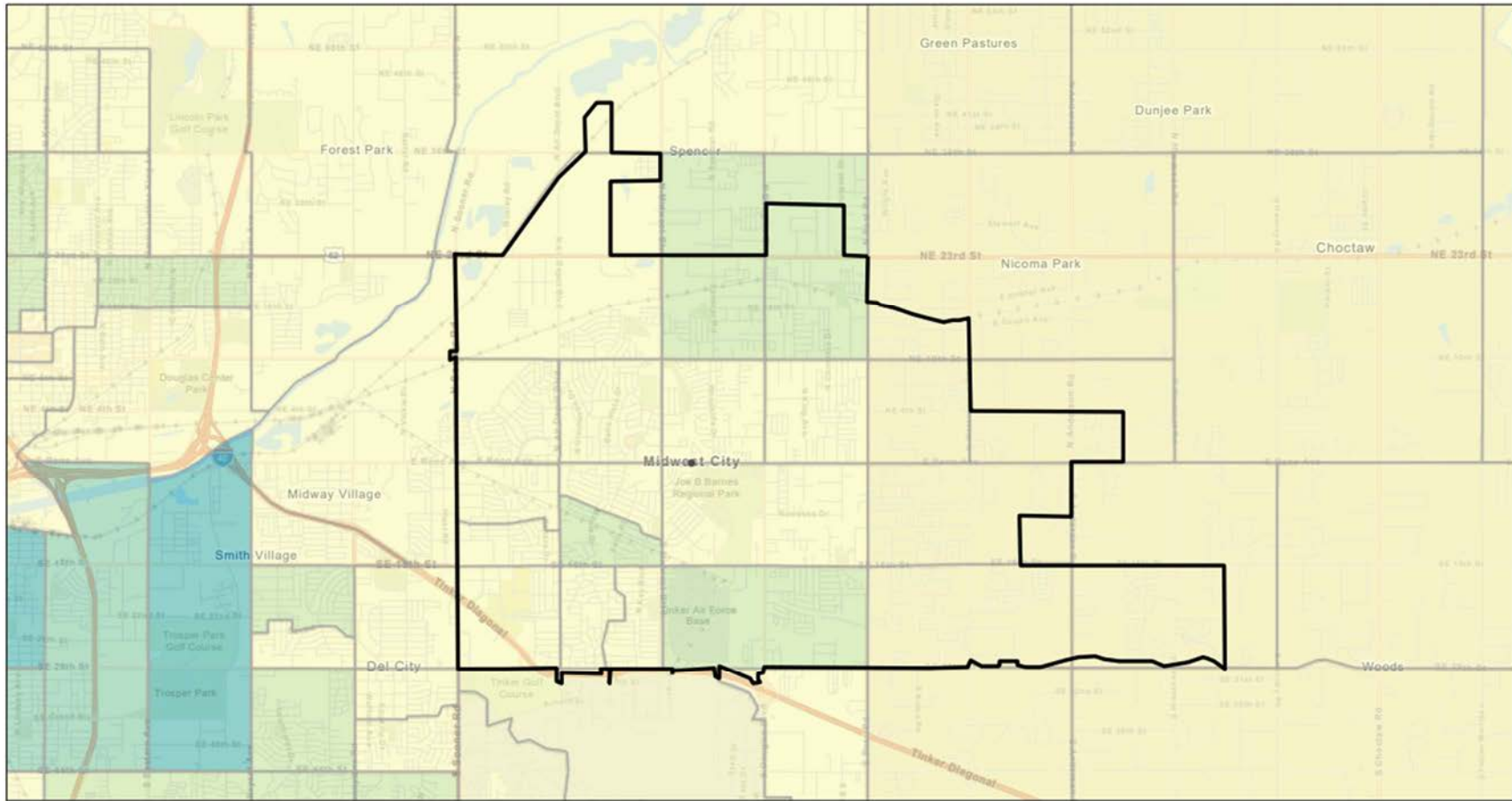


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Households With Limited English - Updated 4/2023

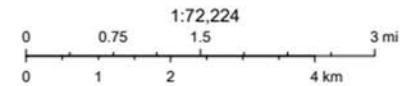


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Census Tracts - Households with Limited English

- 46.23 - 100% (highest value)
- 29.82 - 46.22%
- 19.42 - 29.81%
- 11.92 - 19.41%
- 6.24 - 11.91%
- 2.13 - 6.23%
- 0 - 2.12%

□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

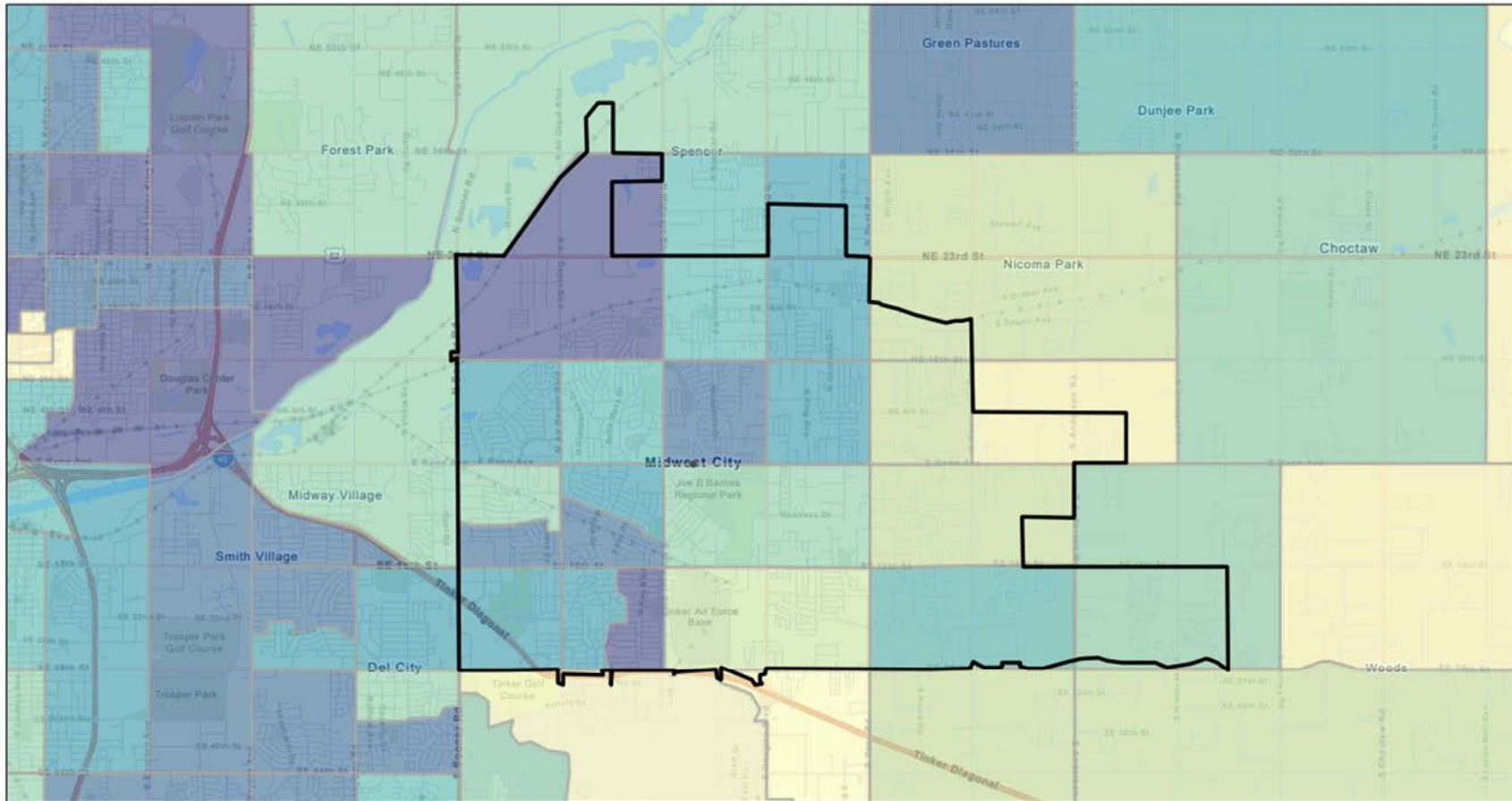


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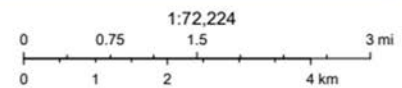
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Single Parent Households- Updated 4/2023



5/24/2023, 2:06:55 PM

Census Tracts - Single-Parent Households

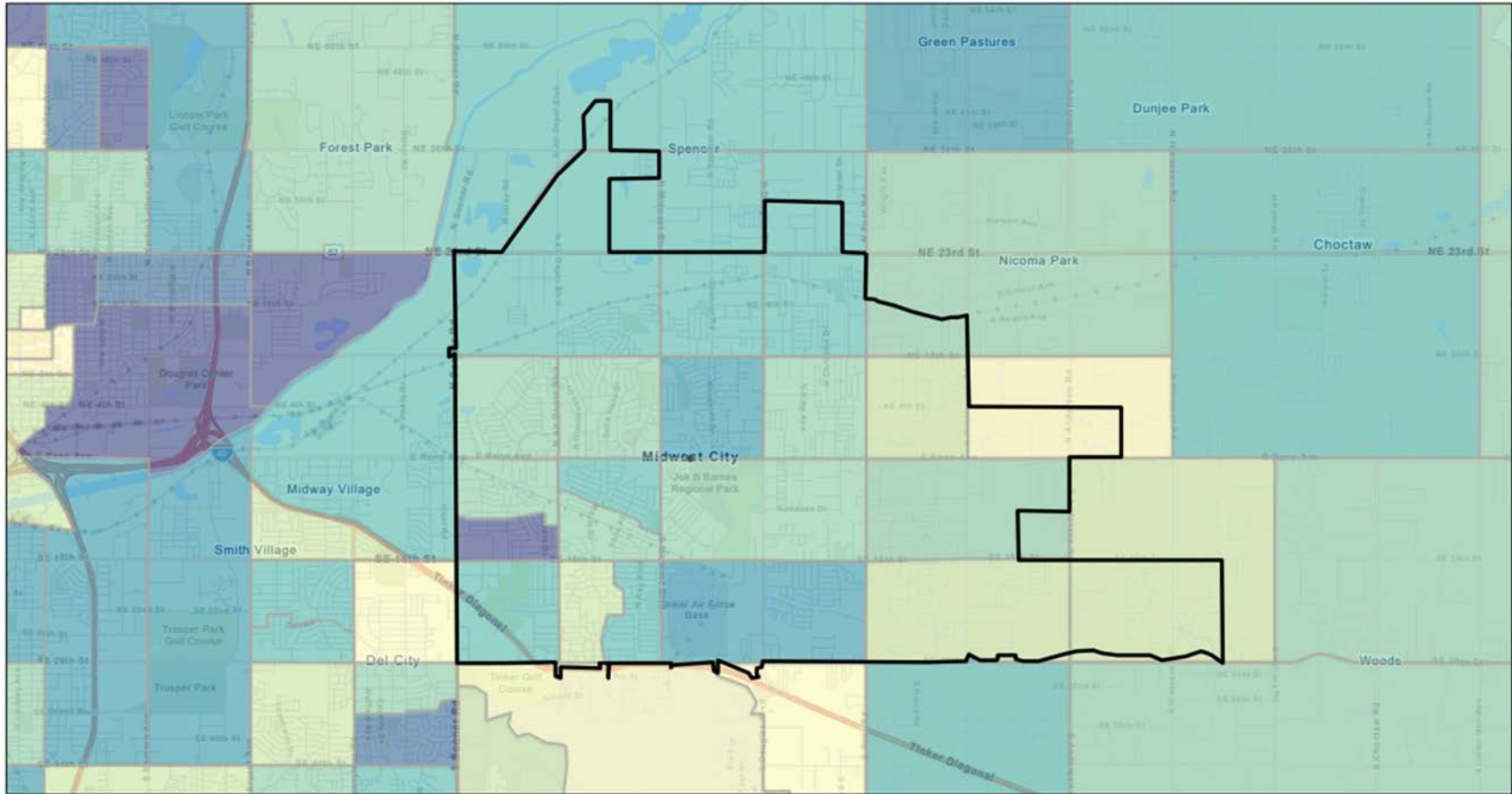


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Households Without a Smartphone Updated 4/2023

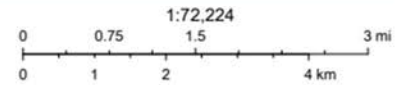


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Census Tracts - Households without a Smartphone

- 30.23 - 100% (highest value)
- 22.93 - 30.22%
- 17.86 - 22.92%
- 13.50 - 17.85%
- 9.46 - 13.49%
- 5.31 - 9.45%
- 0 - 5.30%

□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

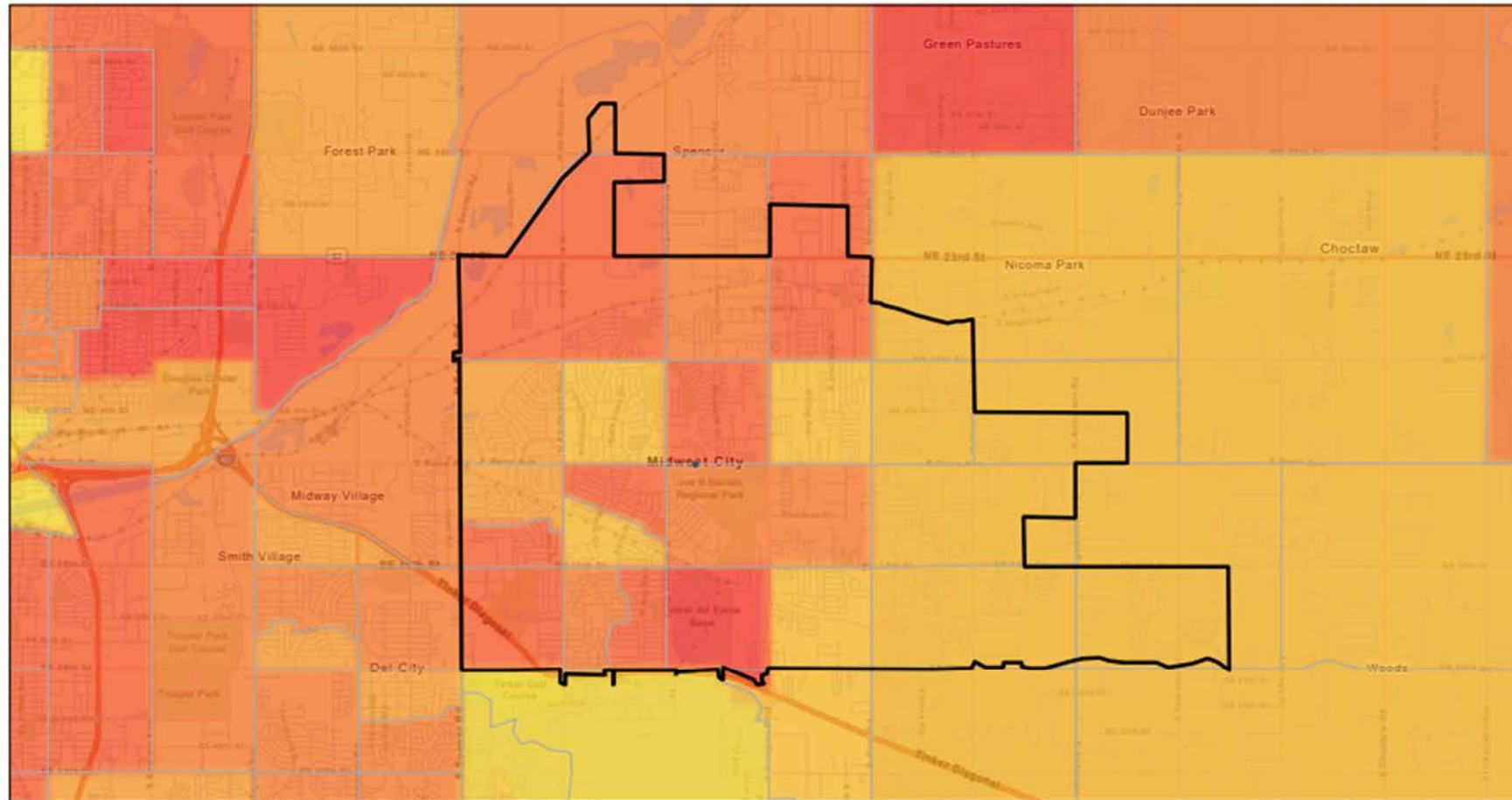


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Percentage of Population without a Broadband Subscription - Updated 9/2022



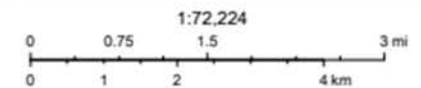
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Percent of Population without a Broadband Subscription

- 0 - 12.4%
- 12.41 - 19.7%
- 19.71 - 27.8%
- 27.81 - 36.7%

- 36.71 - 46.5%
- 46.51 - 59.5%
- 59.51 - 100%

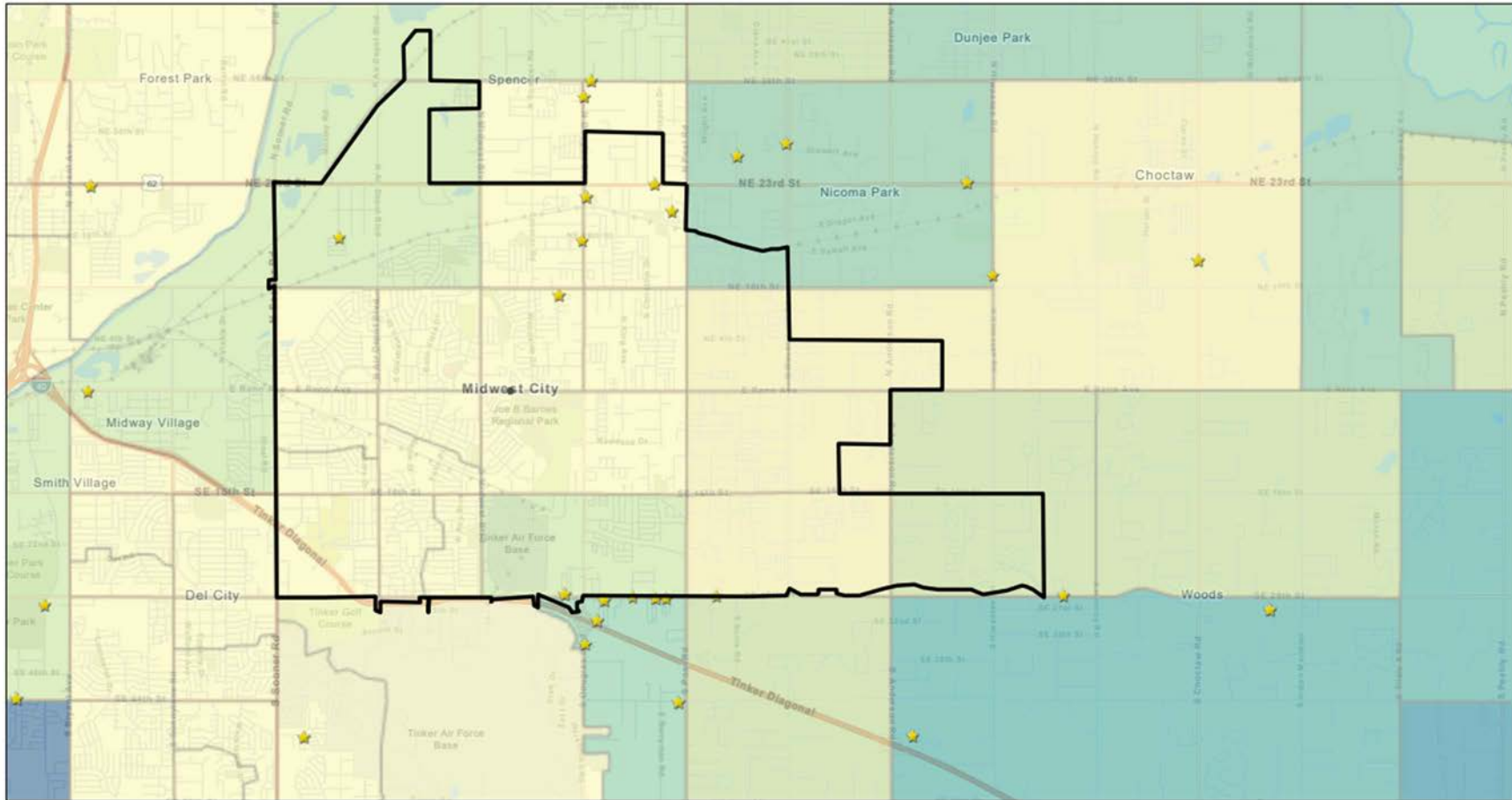
□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)



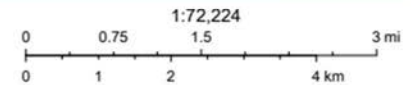
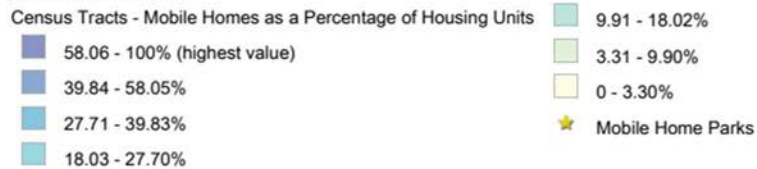
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Mobile Homes as Percentage of Housing Units - Updated 4/2023



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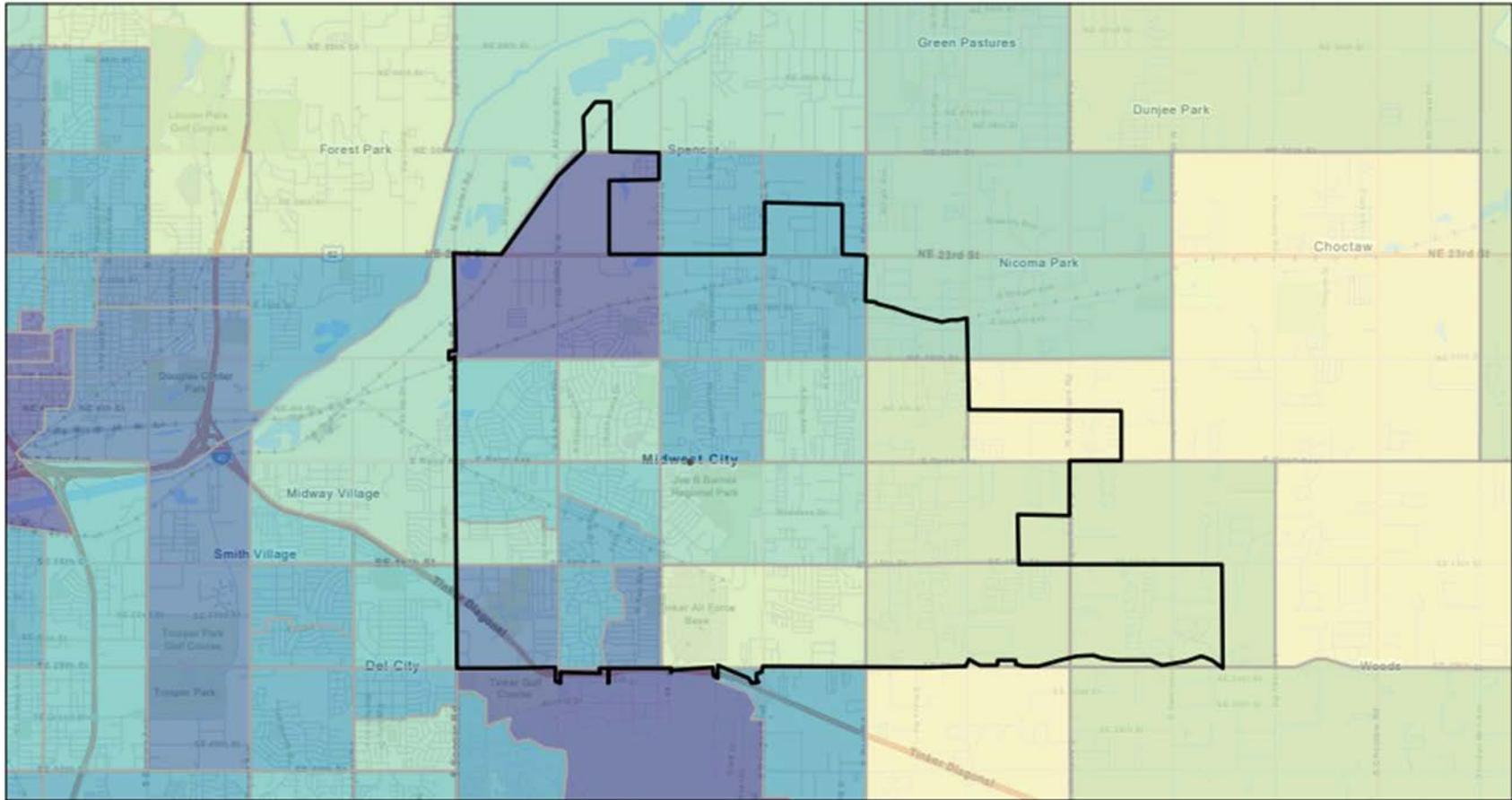


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Housing Units that are Owner Occupied - Updated 4/2023



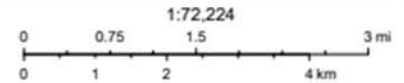
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Census Tracts - Housing Units that are Owner-Occupied

- 0 - 16.64%
- 16.65 - 34.53%
- 34.54 - 48.01%
- 48.02 - 59.51%

- 59.52 - 70.22%
- 70.23 - 81.47%
- 81.48 - 100% (highest value)

□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

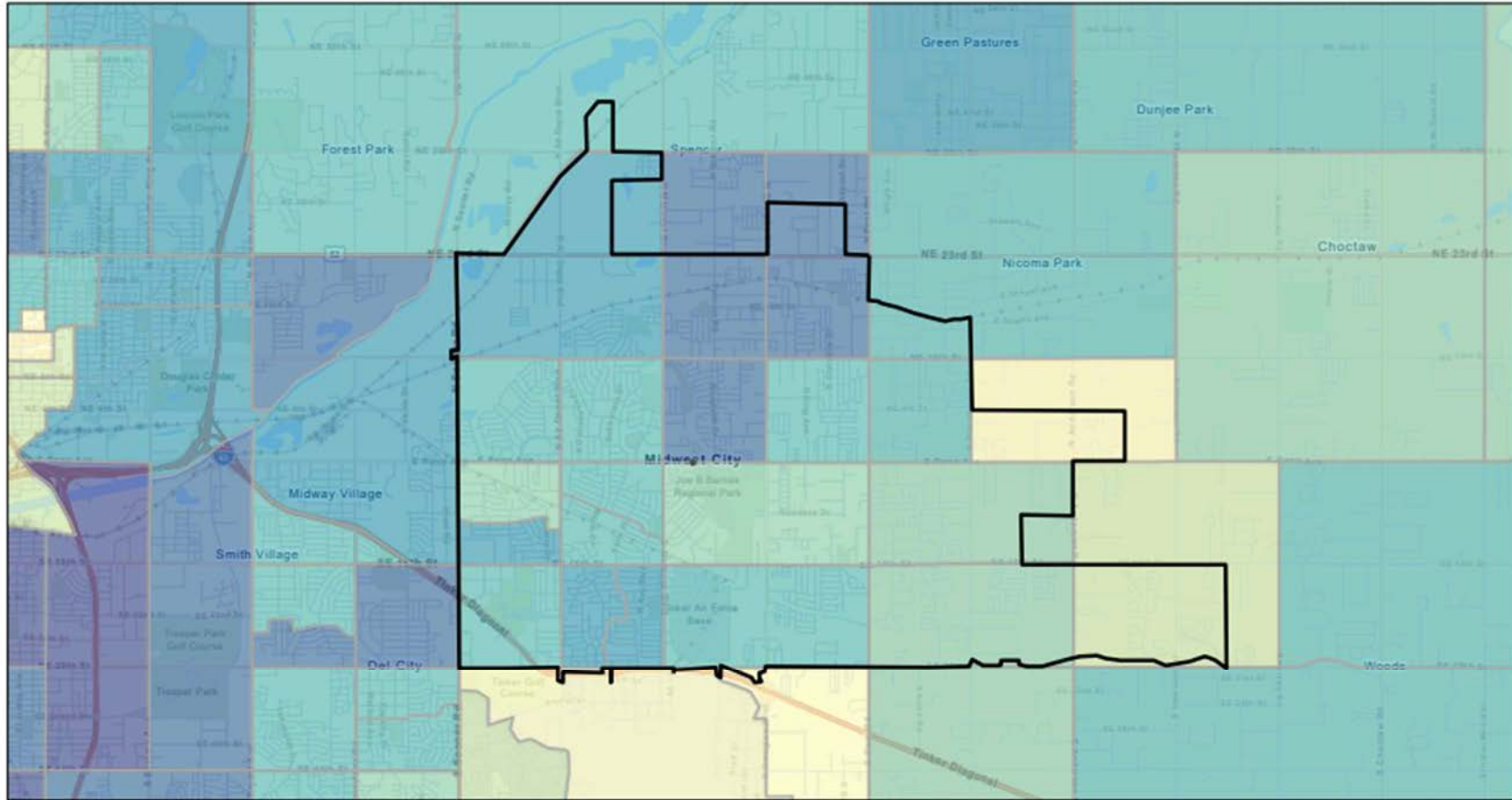


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Population Without Health Insurance- Updated 4/2023

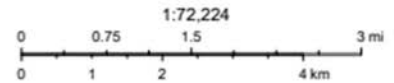


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Census Tracts - Population without Health Insurance

- 24.44 - 100% (highest value)
- 16.71 - 24.43%
- 11.93 - 16.70%
- 8.34 - 11.92%
- 5.45 - 8.33%
- 2.89 - 5.44%
- 0 - 2.88%

Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

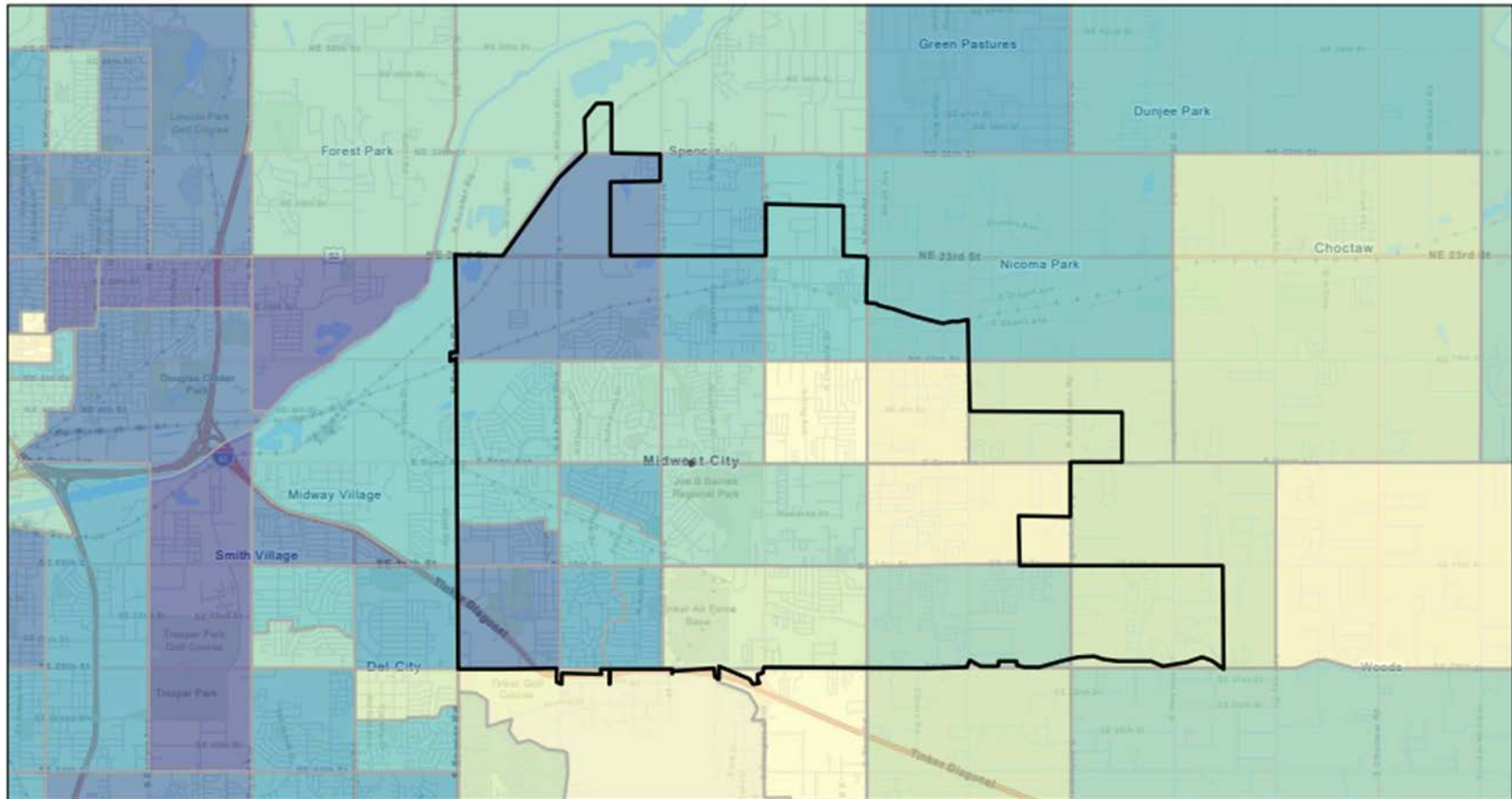


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Population Below the Poverty Level - Updated 4/2023



5/24/2023, 1:38:40 PM

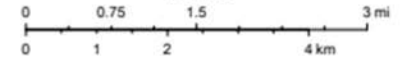
Census Tracts - Population Below Poverty Level

- 40.05 - 100% (highest value)
- 27.57 - 40.04%
- 19.57 - 27.56%
- 13.61 - 19.56%

- 8.87 - 13.60%
- 4.76 - 8.86%
- 0 - 4.75%

□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

1:72,224

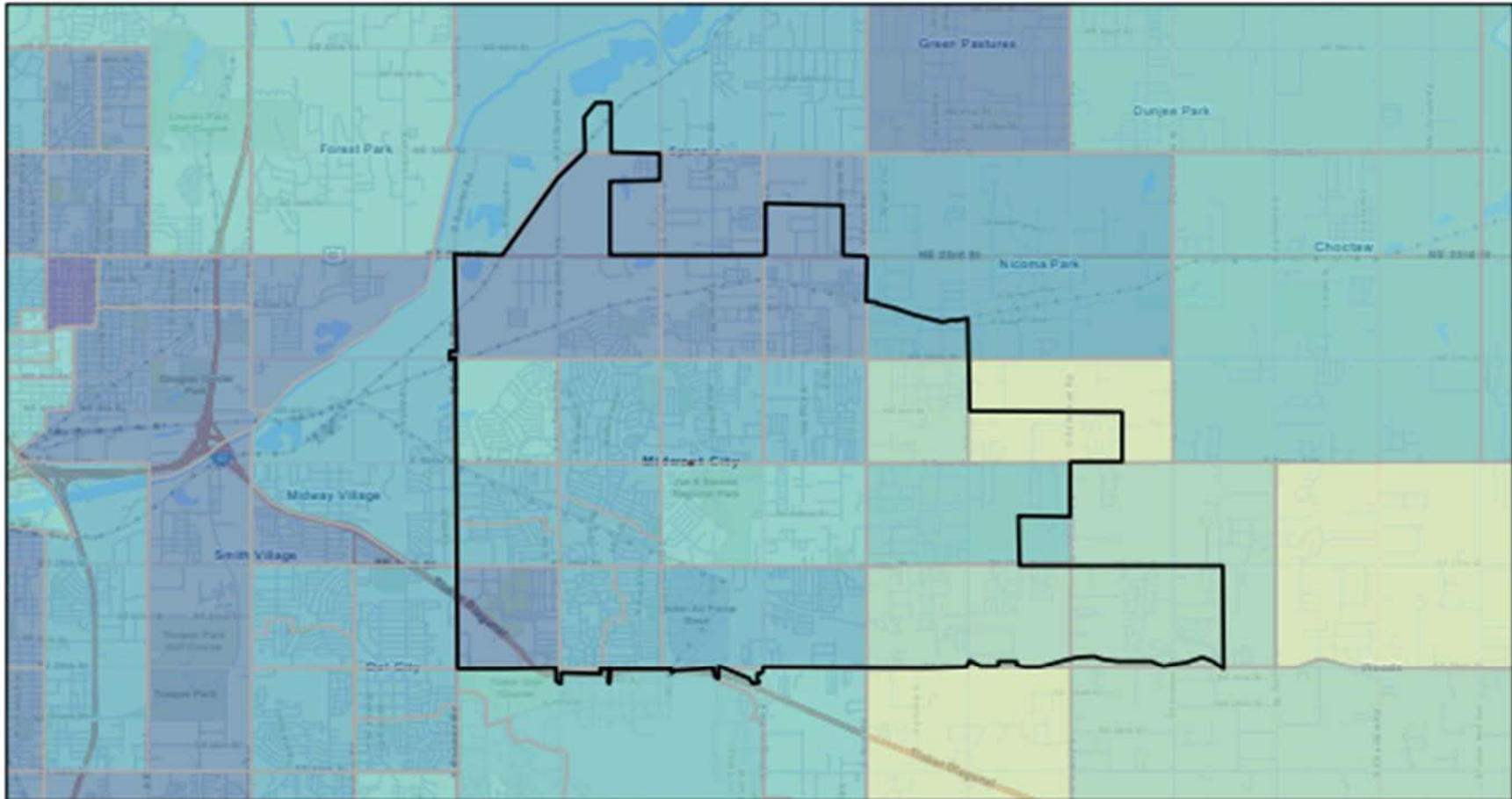


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Median Household Income- Updated 5/2023



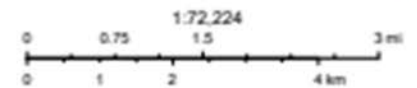
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Census Tracts - Median Household Income

- 0 - \$20,000
- \$20,001 - \$40,000
- \$40,001 - \$60,000
- \$60,001 - \$80,000

- \$80,001 - \$100,000
- \$100,001 - \$120,000
- \$120,001 or more

□ Census-Tract Boundaries (click on tract for data on 22 CRCI Indicators)

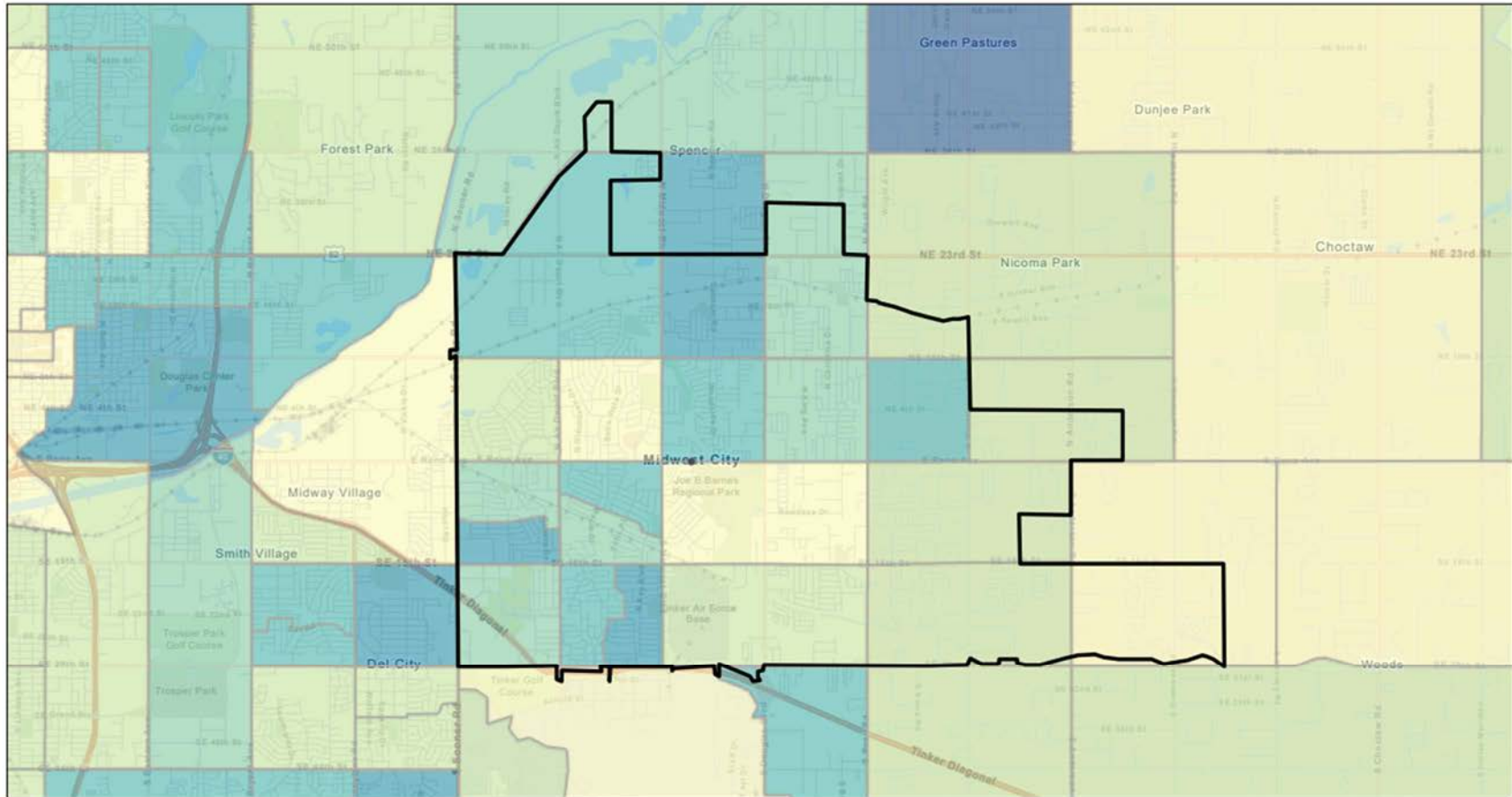


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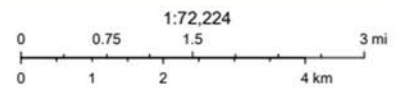
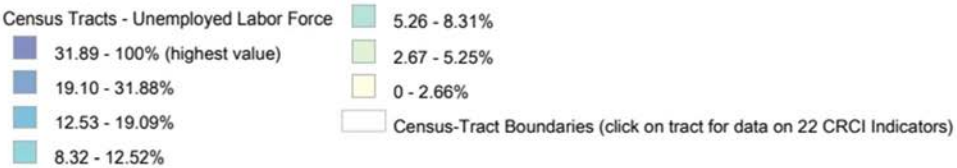
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Unemployed Labor Force- Updated 4/2023



5/24/2023, 1:45:08 PM

Census Tracts - Unemployed Labor Force

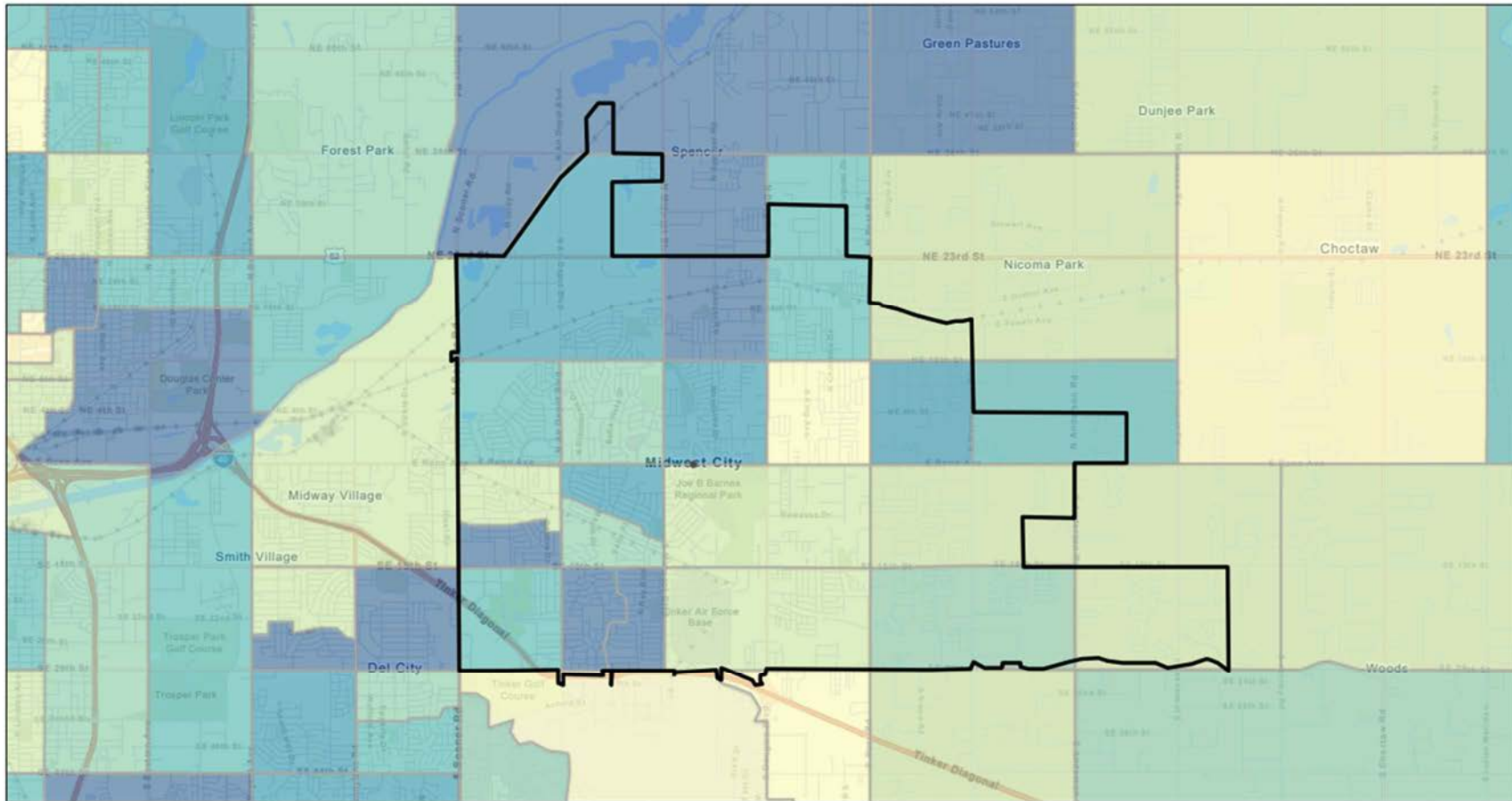


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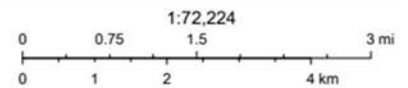
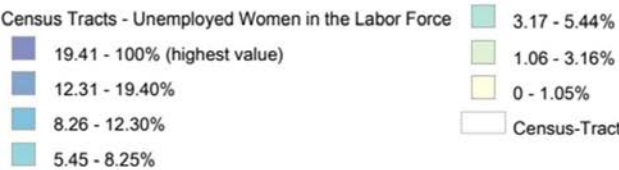
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Unemployed Women in the Labor Force- Updated 4/2023



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Census Tracts - Unemployed Women in the Labor Force

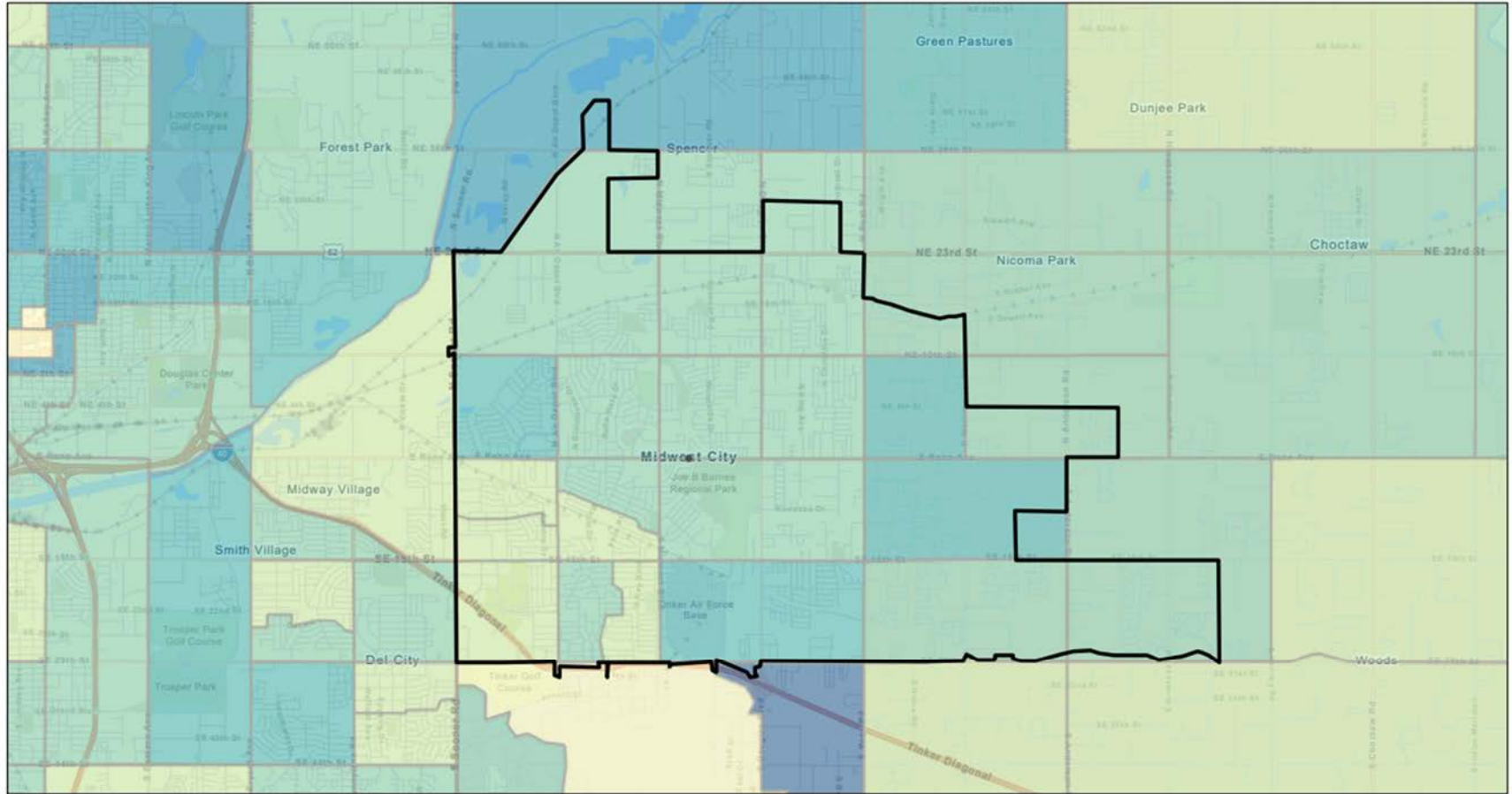


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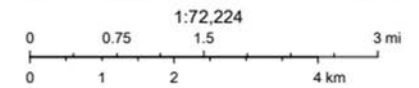
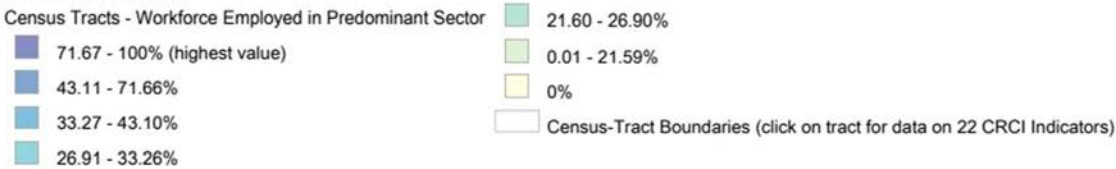
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Workforce Employed in Predominant Sector - Updated 4/2023



5/24/2023, 2:00:56 PM

Census Tracts - Workforce Employed in Predominant Sector

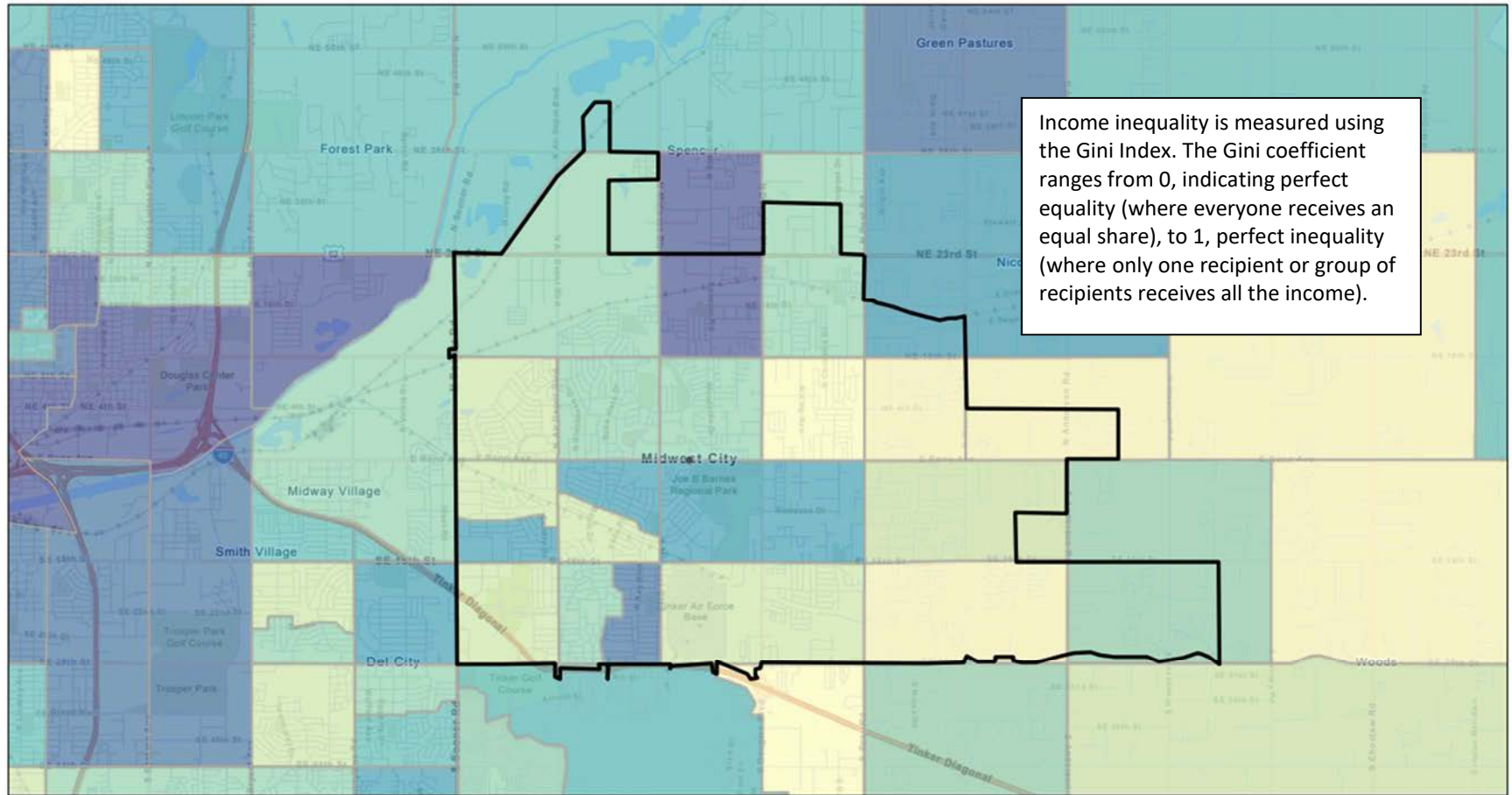


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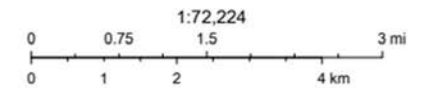
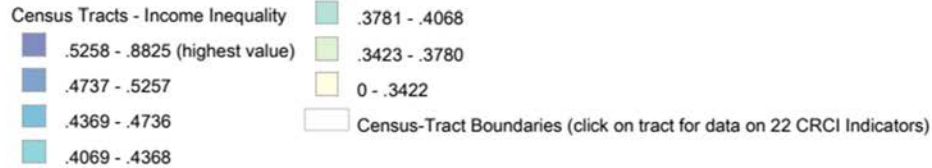
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Income Inequality- Updated 4/2023



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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 Fire Department MWC Police Department
SUPPORTING PARTNERS:	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 Oklahoma Department of Transportation
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 with ESF 5 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

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;

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.

MITIGATION AND PREPAREDNESS

- Appoint and train 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;
- Develop and exercise a 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.

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.

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.

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, AND MILITARY DEPARTMENT. 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.
- Enforce any movement restrictions within affected areas
- Assist with evacuation and relocation

MIDWEST CITY PUBLIC WORKS:

- Restoration/recovery of transportation infrastructure

Provide barriers/signage to help enforce movement restrictions

MID-DEL SCHOOLS

- Provide buses and drivers as needed to assist with evacuation and relocation

OKLAHOMA DEPARTMENT OF TRANSPORTATION

- Provide any necessary transportation equipment to perform the functions of evacuation, hauling of equipment and supplies in, to, or from the disaster area.

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT/HOMELAND SECURITY

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

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.

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.

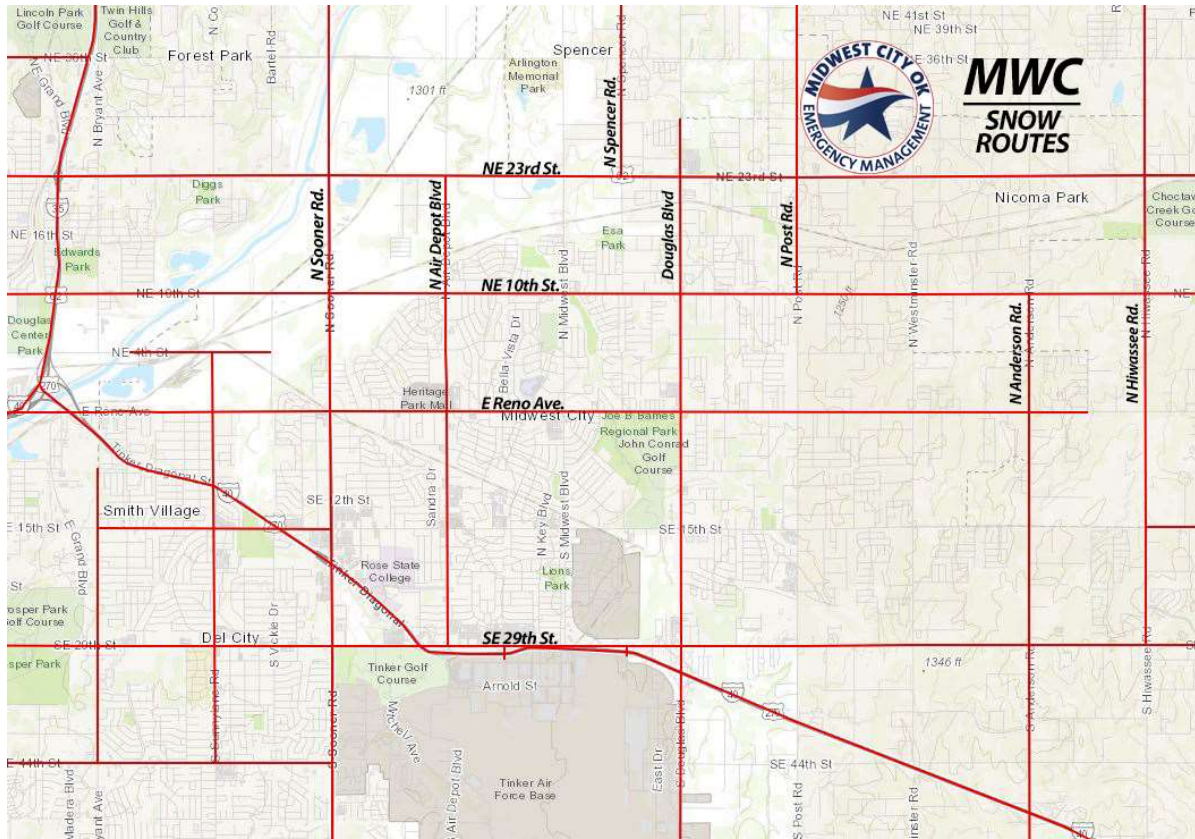
CONTINUITY OF GOVERNMENT

Each department with a primary or secondary transportation responsibility will assign/train 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.

In this context, 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

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.

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

Our City utilizes multiple communications systems. 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 x 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 Communications 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 communication will assign appropriate personnel to carry out these functions.

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

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), and the Mid-Del Amateur Radio Club.
- The 911 Center may be overwhelmed by incoming calls for service during a large scale 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.

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;
- ;
- 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;

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.
- 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.

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

GENERAL

ESF-2 is part of the Logistics Section.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY INFORMATION TECHNOLOGY

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
- Maintain data networks and related services for the City
- 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.
- Protection, restoration, and sustainment of City cyber and Information Technology resources

MIDWEST CITY EMERGENCY COMMUNICATIONS

- Provide continuous 911 service for the City
- Identify potential or existing equipment issues and coordinate with IT for repair

MIDWEST CITY EMERGENCY MANAGEMENT

- Oversight of communications within the jurisdiction incident management and response structures

SUPPORT AGENCY RESPONSIBILITIES

Support Agencies will assist the Emergency Support Function by:

- Performing or assisting with the above outlined 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 Engineering & Construction 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;
- With ESF 5, coordinate the distribution of ice and drinking water to areas with extended outages.

SITUATION AND ASSUMPTIONS

SITUATION

- Disasters of any magnitude may cause property damage; reduce or eliminate the City's ability to supply potable water; render roads 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 delayed emergency response to survivors. Ongoing delays in debris removal may inhibit community recovery.

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 Engineering & Construction and Midwest City Public Works and their 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.

MITIGATION AND PREPAREDNESS

- Review and update emergency procedures;
- Maintain utilities and public works maps as appropriate;
- Maintain detailed maintenance records, including photographs, for city roads, equipment, and buildings
- 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 contractors to assist in repairs;
- Work with ESF 5 to 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.

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.

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

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.

ORGANIZATION

ESF-3 is part of the Operations Section.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY EMERGENCY MANAGEMENT

- Coordinate damage assessment activities

MIDWEST CITY ENGINEERING AND CONSTRUCTION

- Engineering services and construction management

Assist with structural damage assessment

MIDWEST CITY PUBLIC WORKS

- Infrastructure protection and emergency repair

- Emergency contracting for life-saving and life-sustaining services

Debris removal-immediate, and on public property

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT/ HOMELAND SECURITY

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.

MIDWEST CITY PUBLIC WORKS

- Infrastructure protection and emergency repair
- Emergency contracting for life-saving and life-sustaining services
- Debris removal-immediate
- Debris removal – public property
- Emergency water and sanitation:
 - Facility damage assessment
 - Water production/distribution repair
 - Water supply inspection

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, though 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.

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. The CAP is requested through the State EOC and availability depends on their other current tasking.

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.

OKVOAD AGENCIES

- Debris removal on private property

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 SSM Health St. Anthony - Midwest 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

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.

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.

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.

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.

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.

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

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.

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.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY COMMUNICATIONS AND MARKETING

- Coordinate with Fire Dept. PIO for messaging

MIDWEST CITY EMERGENCY COMMUNICATIONS CENTER

- Provide primary and backup radio and telephone communications capabilities
- Provide communications operators at the ECC 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 weather updates to on scene personnel, request national Weather Service support if needed
- Provide other assistance as requested.

MIDWEST CITY FIRE DEPARTMENT

- Coordination of firefighting activities within the City.
- 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 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

SSM HEALTH ST. ANTHONY - MIDWEST SSM HEALTH ST. ANTHONY - MIDWEST 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

- Monitor the situation informing hospitals, long term care facilities, and assisted living centers of changing conditions in case evacuations are needed;
- 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

SITUATION

- 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. 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 City Ordinances of Midwest City, and 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;

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

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 MAC or 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.

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, the National Weather Service, and Geologic Survey personnel. The position of Planning Section Chief is a position within Incident Command.

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:

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.

RESPONSE

- Activate the EOC, as required;
- Respond to the emergency as appropriate;
- Coordinate incident management and response efforts
- 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, enter into WebEOC if possible;
- 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;
- Conduct initial and follow up damage assessments

- Maintain severe weather monitoring and warning as needed. Request assistance from the national Weather Service if necessary.

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

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 Level I EOC activation, each ESF coordinating agency will send a liaison to the EOC.
- The City must maintain personnel ready to fill key EOC staff positions.
- All City departments will support emergency operations when needed.

ORGANIZATION

MULTI-AGENCY COORDINATION (MAC) GROUP

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

EOC PERSONNEL

- Director of Emergency Management
- Deputy Director, 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
- Situation Unit/GIS mapping personnel
- Subject Matter Experts

INCIDENT COMMAND POST PERSONNEL

- Incident Commander
- Safety Officer

- Public Information Officer
- Liaison Officer
- Operations Section Chief
- Logistics Section Chief
- Planning Section Chief
- Finance/Admin Section Chief

Some of these positions may choose or need to operate at the EOC. All of the Section Chiefs may or may not have Deputies, and branches and/or divisions as well as specific units under them, depending on the complexity and scope of the incident.

Incident Command must identify a staging location where responding personnel will check in and out.

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, 911 Coordinator, and Lead Dispatcher.

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.

ESF #6 MASS CARE, HOUSING, & HUMAN SERVICES



FEMA LIFELINES:	Food, Water, Shelter; Safety and Security
COORDINATING AGENCY:	American Red Cross/Midwest City Emergency Management
SUPPORTING PARTNERS:	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

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.

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.

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.

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.

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 Multi-Agency Resource Centers and Disaster Recovery Centers in cooperation with voluntary agencies.

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

GENERAL

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

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.

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;
- Coordinate with law enforcement resources regarding any security or safety issues at the facility;
- May post signage as appropriate;
- Provide a Public Information Officer for shelter operations;
- Conduct shelter operation activities according to DMWT Facility Use Agreement JT V 3.0 2021.03.31.

MIDWEST CITY EMERGENCY MANAGEMENT.

- Provide support to all mass care providers by coordinating and facilitating actions as the primary 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 3.0 2021.03.31.

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 Information Technology 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

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.

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 needed by any agency in support of the emergency mission.
- The Finance Section must track all deployed resources, equipment utilized, and funds expended.

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.

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.

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.

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

GENERAL

- The resources group may be composed of the following: a. Midwest City Purchasing Agent. ,. Fleet Manager Fire Department Logistics Officer, Police Department Logistics Officer, Donations Management Coordinator, Volunteer Coordinator
- State agencies with primary emergency functions connected with mass sheltering capabilities will assign appropriate personnel to assist the City with ESF 7 functions.

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.

ASSIGNMENT OF RESPONSIBILITIES

In the absence of a designated Logistics Section Chief, the Emergency Management Director may coordinate 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 DEPARTMENTS:	Oklahoma City-County Health Department and/or Regional Medical Response System
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Fire Department
SUPPORTING PARTNERS:	American Red Cross SSM Health St. Anthony - Midwest EMS SSM Health St. Anthony - Midwest
COUNTY COORDINATING AGENCY:	Oklahoma City-County Health Department, and/or Regional Medical Response System
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 human-caused 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 human-caused 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. The plan is maintained by the Oklahoma State

Department of Health and copies are maintained at the local health department or can be found online.

SITUATION AND ASSUMPTIONS

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.

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 public health services will be adjusted to the size and type of disaster. For further details concerning response to a medical/ public health emergency, see the Following, or consult any ESF 8 agency:

- **Regional:** Region 6/8 Healthcare Coalition (HCC) Emergency Response Plan and associated annexes, approved 07012022
- **State:** Oklahoma State Department of Health's "Oklahoma Public Health & Medical System Emergency Response Plan" (2022).
Oklahoma State Catastrophic Health Emergency Response Plan (2019)
- **County:** Oklahoma City-County Health Department Public Health Emergency Response Plan (2019)

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.

The RMRS Director will keep the EMSA Chief Operating Officer, EMSA President, the Office of the Medical Director, the Oklahoma City-County Health Department, the Oklahoma State Department of Health, and the Midwest City Emergency Manager, if activated, informed of the status and needs of the medical system during emergency operations.

ACTIONS

MITIGATION AND PREPAREDNESS

- Develop and maintain contingency plans to ensure the continuity of functions;
- Develop and maintain plans for providing public 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;
- .

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.

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

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.

HEALTH AND MEDICAL SERVICES

- Emergency medical support
- Distribution of medical supplies and services

- Immunization
- Mortuary services

PUBLIC HEALTH ENVIRONMENTAL SERVICES

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

ASSIGNMENT OF RESPONSIBILITIES

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” (2022).

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” (2019). 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” (2022).

OKLAHOMA REGIONAL MEDICAL RESPONSE SYSTEM

The RMRS leads healthcare system preparedness planning efforts and coordinates health and medical response and recovery activities for the healthcare system in their jurisdiction. The RMRS works closely with system partners, emergency management, public health authorities, and various response agencies to provide a comprehensive, uniform, and consistent framework and infrastructure for response and recovery efforts, through a variety of targeted outreach activities and coordinated planning projects.

RMRS Region 6 & 8 supports the following counties: Canadian, Cleveland, Lincoln, Logan, McClain, Oklahoma (MWC), and Pottawatomie.

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.

OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES

- Mental health support for emergency responders
- Mental health support for families of fatalities

SSM HEALTH ST. ANTHONY - MIDWEST EMS

In cooperation with the Midwest City Fire Department, SSM Health St. Anthony - Midwest EMS provides emergency medical triage, treatment, and transport to the pre-hospital patient

DIRECTION AND CONTROL

All health department, RMRS, and hospital assets and personnel will remain under the administrative direction and control of their respective agencies.

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 SSM Health St. Anthony - 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.

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.

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

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.

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) may 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:

MITIGATION AND PREPAREDNESS

- Develop Search and Rescue (SAR) Standard Operating Guidelines (SOGs) to coordinate local operations with SAR 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.

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.

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

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.

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 ensure rapid response during SAR operations;
- Provide training to agency personnel regarding SAR operations.

MIDWEST CITY POLICE DEPARTMENT

- Provide traffic control for 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.
- Provide ongoing situational awareness to Incident Command
- The Emergency Communications Center will coordinate all communication requirements.
- Contact the National Weather Service for current weather conditions and ongoing weather forecast support

MIDWEST CITY PUBLIC WORKS DEPARTMENT

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

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:	SSM Health St. Anthony - Midwest 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 ensure 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

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.

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.

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

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.

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 liaison 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.
- Contact the National Weather Service for current weather conditions and ongoing weather forecast support

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

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.

ASSIGNMENT OF RESPONSIBILITIES

MIDWEST CITY FIRE DEPARTMENT

- Hazardous material response and mitigation
- Decontamination

MIDWEST CITY POLICE DEPARTMENT

- Assist with perimeter and traffic control

OKLAHOMA MILITARY DEPARTMENT

- Substance detection and identification - requested through Oklahoma Department of Emergency Management and Homeland Security

SSM HEALTH ST. ANTHONY – MIDWEST EMS

- Provide emergency medical triage, treatment and transport

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

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.

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

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.

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)

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.

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.

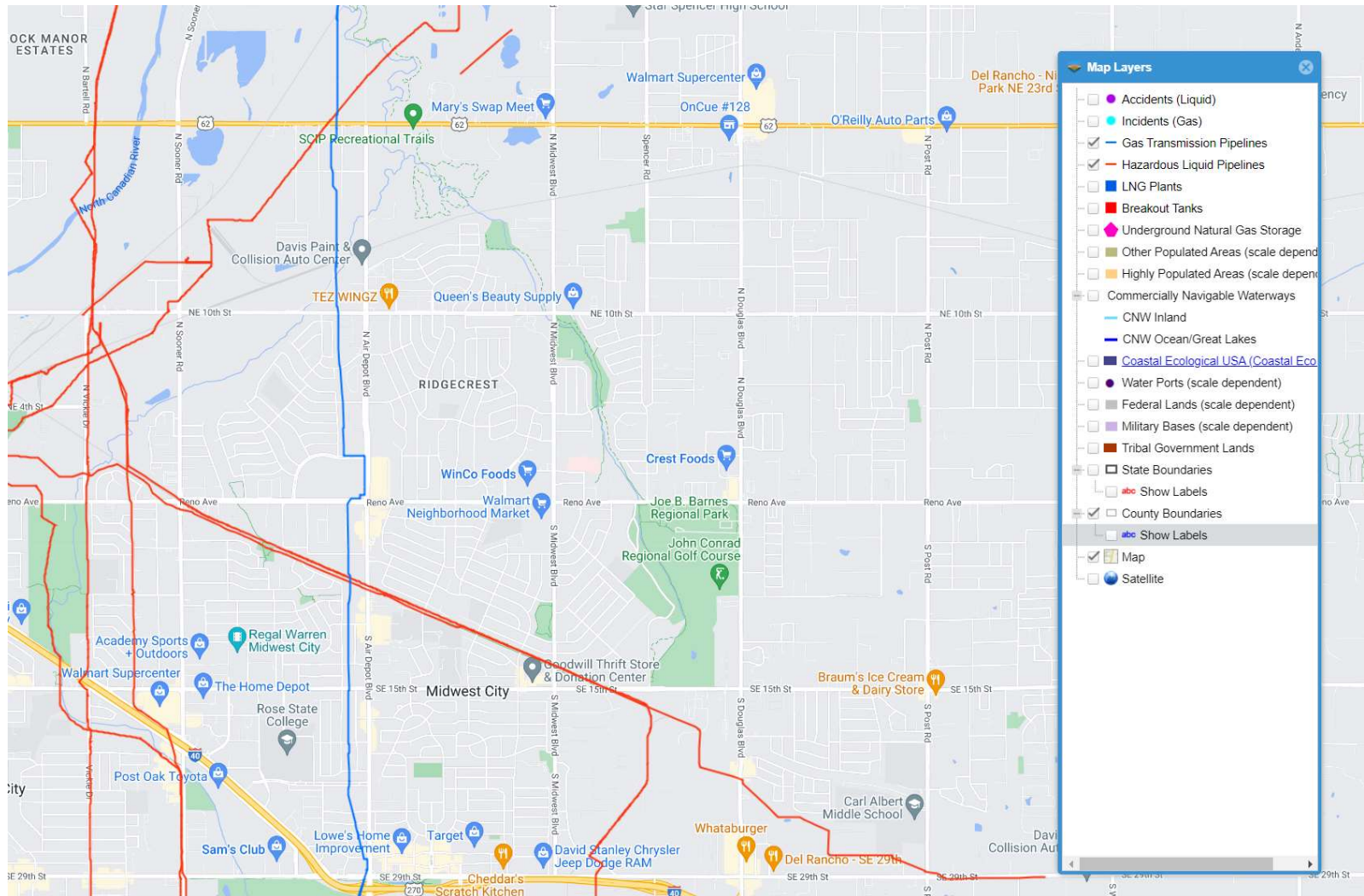


Figure 1. Local pipeline map FOU (For Official Use Only)

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

SITUATION

- Natural or human-caused 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).

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/VS/OVMA, 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 located at 8485 E. Reno Ave.

ACTIONS

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

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 ensure 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).
- Stock department trucks and the adoption trailer with emergency supplies
 - When severe weather is expected, move department vehicles to Waste Water facility carports.
 - Maintain emergency contracts with others cities.
 - Secure Memoranda of Agreement with National Response Organizations for assistance if needed.

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 ODEMHS 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 ODEMHS;
- 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

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 and other OKVOAD agencies have the ability to obtain large quantities of food in most cases. In larger disasters, however, larger numbers of survivors will greatly tax the local ability to feed people. County and State assistance may be required.

ORGANIZATION

ESF-11 is part of the Operations Section.

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

- Provide sheltering for displaced persons; coordinate with Animal Welfare per the PETS Act of 2006

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 Fire
SUPPORTING DEPARTMENTS:	MWC Communications and Marketing MWC Emergency Management MWC Emergency Communications MWC Parks and Recreation MWC Police Department MWC Public Works
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

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.

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 ensure 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:

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.

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.

RECOVERY

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

ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

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 energy 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.

ORGANIZATION

ESF-12 is part of the Operations Section.

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/HOMELAND SECURITY

The Oklahoma Department of Emergency Management and Homeland Security 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.

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.

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 (3) Property Conservation and (4) Society Restoration – Business Continuity.

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

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.

ASSUMPTIONS

- The Midwest City Police Department has 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

MITIGATION AND PREPAREDNESS

Mitigation may include but is not limited to arranging for backup services, alternate means of communication, additional facility security, alternate highway routes, and 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

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, at least one per operational period
- 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.

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

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.

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
18. Oklahoma Highway Patrol

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 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;
- Provide explosive containment and disposal services;
- 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.

Other supporting Law Enforcement agencies will respond as requested and operate within the established Incident Command.

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.

The Oklahoma Highway Patrol will respond to any active assailant incident at a school.

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:	MWC City Emergency Management
SUPPORTING DEPARTMENTS:	MWC Economic Development MWC Engineering and Construction MWC Fire Department and Fire Marshal MWC Public Information MWC Grants Management MWC Parks and Recreation MWC Communication and Marketing MWC Public Works
SUPPORTING PARTNERS:	American Red Cross Midwest City Chamber of Commerce Mid-Del Schools Oklahoma Department of Mental Health and Substance Abuse Services Oklahoma Insurance Commission Oklahoma Medical Reserve Corps OKVOAD Private Sector Partners Small Business Administration The Salvation Army
COUNTY COORDINATING 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

ESF 14 has largely been superseded by the National Recovery Framework. This ESF will remain in place until a Community Recovery Plan is adopted.

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 ensure 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

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.

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

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.

RESPONSE

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

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

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.

ORGANIZATION

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

During the transition to recovery, Emergency Support Functions are grouped into core recovery capabilities which provide a structure to facilitate problem solving, improve access to resources, and foster coordination among all response partners. The six RSFs are:

- Community Planning and Capacity Building
- Economic Recovery
- Health and Social Services
- Housing
- Infrastructure Systems
- Natural and Cultural Resources

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 ENGINEERING & CONSTRUCTION

- 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;
- Participate in drills and exercises, as appropriate.

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’s Office are responsible for making a determination of how greatly 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, if requested.

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 ODEMHS.

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 Director, 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 ENGINEERING & CONSTRUCTION

- Implement the requirements of the National Flood Insurance Program.

MIDWEST CITY COMMUNICATIONS AND MARKETING

- 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 MWC Fire MWC Police
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 incident 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

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.
- In many incidents, the Fire Department or Police Department PIO will serve as PIO for Incident Command. The City's Communications and Marketing Director will serve as the PIO for the EOC. They may establish a Joint Information Center to enable seamless communication and messaging.

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 Public Information 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.

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 and maintain a robust Joint Information System
- Prepare external affairs plans and exercise those plans.
- Create pre-scripted messages for common incidents

RESPONSE

- Release public information;
- Coordinate rumor control;
- Schedule news conferences and other events;
- Handle legislative inquiries.
- Establish a Joint Information Center (JIC) if needed

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

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.

ORGANIZATION

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

ASSIGNMENT OF RESPONSIBILITIES

DESIGNATED PUBLIC INFORMATION OFFICER

- 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 ODEMHS Volunteer Coordinator/Donations Coordination Team
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

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.

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

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.

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;

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

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.

ORGANIZATION

ESF-16 is often part of the Logistics Section, but may be placed under Planning by the IC. This function may also be managed by the EOC if staffing is available.

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 co-chairs the OKVOAD Volunteer and Donations Management Committee.

OKVOAD VOLUNTEER AND DONATION MANAGEMENT COMMITTEE

- Develop and update volunteer and donation management framework and annexes.
- Provide resource support and technical expertise

OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT

Contact: 405-521-2481 or 1-800-800-2481

In incidents where the volume of donated goods received exceeds the City's ability to store and distribute it, 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 their own Continuity of Operations plans.

ADMINISTRATION

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

ESF #17 BUSINESS & INFRASTRUCTURE



FEMA LIFELINES:	ALL
COORDINATING DEPARTMENT:	MWC Economic Development and City Manager’s Office
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

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.

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

- 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.

MITIGATION AND PREPAREDNESS

- Conducts public outreach and supports private-sector preparedness with “Storm-Ready Business” type program and other initiatives;
- Supports 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 Emergency Management 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

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. Contribute to development of an After-Action Report.

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

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.

ORGANIZATION

ESF-17 is a cross-sector ESF and coordinates across all of the other ESFs during each phase of emergency management.

RESPONSIBILITIES

All public sector partners share responsibility for ESF-17 functions in collaboration with ESF-5 (Emergency Management).

CONTINUITY

- All businesses and agencies 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.

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.

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.

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.
- Provide for the protection of critical facilities and city workforce throughout the incident

City of Midwest City Emergency Operations Plan

- 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.

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:	COMMUNICATIONS, 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 Risk Management MWC Public Works
SUPPORTING PARTNERS:	Del City Police Oklahoma County Sheriff's Office SSM Health St. Anthony - 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

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

City of Midwest City Emergency Operations Plan

- The effects of civil unrest may be direct or indirect

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

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.

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

INITIAL RESPONSE

Initial concerns in the event of civil unrest are:

- Personal safety
- Protection of city facilities and assets
- Incident stabilization

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

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.

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.

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
- Provide effective de-escalation training for all Public Safety personnel
- Continually monitor and analyze social media accounts related to potential protest activities; monitor Fusion Center bulletins and notifications.
- 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

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>

DATA BREACH INCIDENT



FEMA LIFELINES:	ALL
LEAD AGENCY/DEPARTMENT:	MWC Information Technology
Supporting CITY Departments:	MWC City Attorney MWC Communications and Marketing MWC Emergency Communications MWC Emergency Management MWC Fire Department MWC Police Department MWC Risk Management
SUPPORTING PARTNERS:	Infragard Oklahoma
COUNTY COORDINATING AGENCY:	
STATE COORDINATING AGENCY:	Oklahoma State Department of Emergency Management/Homeland Security
FEDERAL COORDINATING AGENCY:	Cybersecurity and Infrastructure Security Agency (CISA) Federal Bureau of Investigation

PURPOSE

The purpose of this annex is to provide effective guidelines for response to and recovery from a data breach incident affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

SITUATION

ASSUMPTIONS

CONCEPT OF OPERATIONS

GENERAL

HAZARD SPECIFIC DEFINITIONS

INITIAL RESPONSE

Initial concerns in the event of a data breach incident are:

- Containment
- Preventing further access
- Restoration of compromised systems

POTENTIAL INCIDENT-SPECIFIC OBJECTIVES

- Identify and isolate compromised systems
- Prevent further intrusion
- Notify anyone potentially affected by the breach to minimize data misuse

HAZARD SPECIFIC VULNERABILITIES

- Unprotected computer systems
- Lack of employee vigilance

MESSAGING

- Immediate protective actions
- 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.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Maintain offline, encrypted backups of critical data
- Test backup procedures on a regular basis
- Regularly update critical systems
- Store applicable source codes or executables with offline backups
- Retain backup hardware to rebuild systems if rebuilding the primary system is not preferred
- Consider using a multi-cloud system to avoid vendor lock-in for cloud-to-cloud backups
- Create, maintain, and regularly exercise a basic cyber incident response plan and associated communications plan that includes response and notifications procedures
 - Ensure a hard copy of the plan and an offline version is available
 - Ensure data breach notification procedures adhere to applicable state laws
- Ensure the response plan and communications plan are reviewed and approved by City leadership and understood across the chain of command
- Conduct regular vulnerability scanning to identify and address vulnerabilities
- Regularly update and patch software and operating systems to their latest available versions
- Implement phishing resistant MFA for all services
- Conduct comprehensive cybersecurity awareness training

City of Midwest City Emergency Operations Plan

- Educate all employees on proper passwords; consider using passwordless MFAs
- Use automatic updates for antivirus and anti-malware software
-

RESPONSE

- Determine which systems were impacted, and immediately isolate them
- Power down affected devices or disconnect from the network
- Examine intrusion detection system logs
- Initiate threat hunting activities
- For breaches involving personally identifiable information (PII), notify affected individuals so they can take steps to reduce the chance that their information will be misused.
- Take a system image and memory capture sample of affected devices
- Consult federal law enforcement, even if mitigation actions are possible, regarding possible decryptors available
- Conduct extended analysis to identify outside-in and inside-out persistence mechanisms
- Rebuild systems based on prioritization of critical services
- The designated IT authority declares the ransomware incident over based on established criteria

RECOVERY

- Reconnect systems and restore data from offline, encrypted backups based on prioritization of critical services
- Document lessons learned from the incident and associated response activities, consider sharing with CISA or your sector ISAC to benefit others in the community

REFERENCES

CISA Stop Ransomware Guide- https://www.cisa.gov/sites/default/files/2023-05/StopRansomware_Guide_508c_0.pdf

Computer Fraud and Abuse Act - <https://www.justice.gov/jm/jm-9-48000-computer-fraud>

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 SSM Health St. Anthony - 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

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.

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

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.

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.

City of Midwest City Emergency Operations Plan

- **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.

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?

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

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.

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.

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?
- Plan for personnel accountability in the event of a building evacuation.
- How will critical facilities function in the event of an extended power outage?

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
SSM Health St. Anthony - 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

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 Crutchco, Soldier, and Silver Creeks. Most flooding occurs upstream from roadways that restrict the flow.

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

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.

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

INITIAL RESPONSE

Initial concerns in the event of a flood are:

- Injuries and trapped persons
- Ruptured natural gas lines

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

HAZARD SPECIFIC VULNERABILITIES

- Living in flood-prone areas
- Landscaping/land use that promotes rather than restricts flooding

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.

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 control supplies near flood-prone areas when heavy rains are expected

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 National Weather Service SSM Health St. Anthony - Midwest 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

SITUATION

Oklahoma County experienced 106 hail events 2.0" or greater in diameter between April 30, 1950, and May 1, 2018

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

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.

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

INITIAL RESPONSE

Initial concerns in the event of a hail event are:

- Injured persons
- Power Outages
- Property Damage that leaves homes unlivable

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

Identify and secure any structures rendered unsafe

HAZARD SPECIFIC VULNERABILITIES

Anyone located outdoors – moving indoors immediately reduces risk to all

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

City of Midwest City Emergency Operations Plan

skills and knowledge to accomplish, and requires significant cooperation and collaboration between all supporting agencies.

MITIGATION, PREVENTION, AND PREPAREDNESS

- Fortify roofing, build with resistant materials
- Park vehicles under cover when hail is in the forecast
- Provide timely weather information

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 National Weather Service Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard SSM Health St. Anthony - Midwest 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

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-trucks traffic carrying hazardous materials throughout the day

ASSUMPTIONS

A hazardous material release is possible at any time, either accidental or intentional

CONCEPT OF OPERATIONS

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.

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

City of Midwest City Emergency Operations Plan

the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, 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.

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

Creation of a required Incident Action Plan with specific operational periods

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

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

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.

MITIGATION, PREVENTION, AND PREPAREDNESS

City of Midwest City Emergency Operations Plan

- Develop relationships with companies that utilize/store hazardous materials, engage in whole community planning
- Participate in emergency exercises, including decontamination

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

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.

City of Midwest City Emergency Operations Plan

- 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.

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

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.

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.

INITIAL RESPONSE

Initial concerns in the event of a pandemic are:

- Identifying means of transmission for the pathogen
- Implementing infection control measures immediately
- Protecting the most vulnerable in the community

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Provide consistent and accurate public information throughout the incident
- Provide first responders with adequate PPE for every shift

HAZARD SPECIFIC VULNERABILITIES

- Medical comorbidities
- Aged over 65

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.

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.

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: National Weather Service
Oklahoma Gas & Electric
Oklahoma Natural Gas
Oklahoma National Guard
SSM Health St. Anthony - Midwest 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

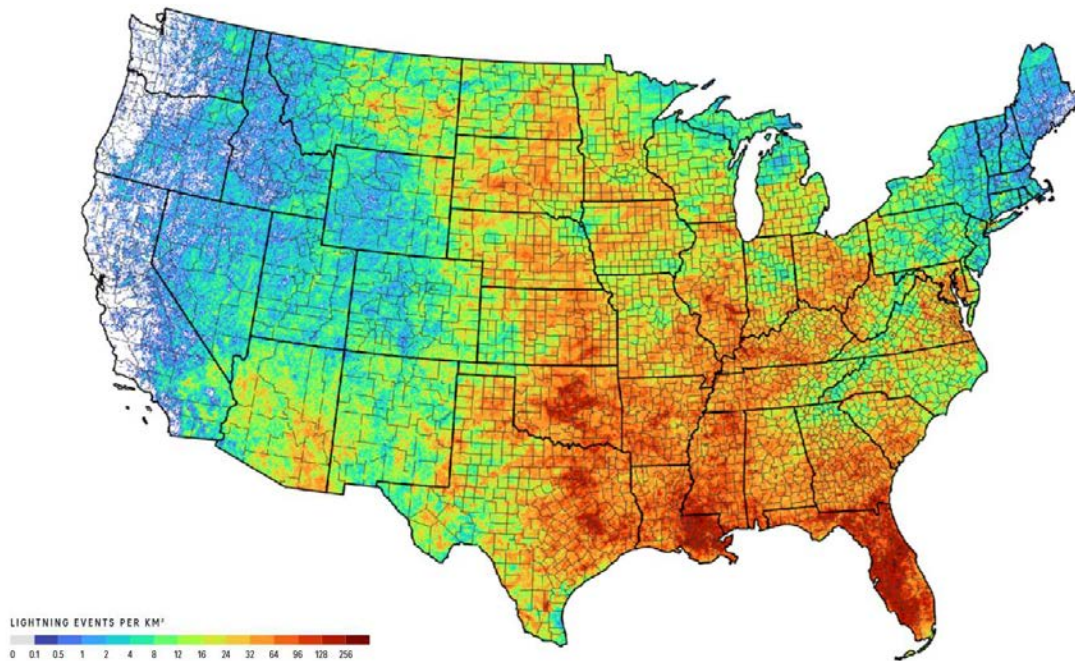
The purpose of this annex is to provide effective guidelines for response to and recovery from a lightning event affecting the City of Midwest City.

SITUATION AND ASSUMPTIONS

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 2022, with 11,373,431 In 2020, Oklahoma was #3
- Oklahoma is #4 in total lightning density at 62.82. In 2021, Oklahoma was #5.

Total lightning density map 2022



VAISALA Xweather

Total Lightning Statistics 2022

© Vaisala 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

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.

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

INITIAL RESPONSE

Initial concerns in the event of a lightning strike are:

- Injured persons
- Ruptured natural gas lines
- Fire ignition and Utility failure

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Treat any casualties
- Establish secure perimeter around any damaged utility lines
- Provide fire suppression as needed

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

City of Midwest City Emergency Operations Plan

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.

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.

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

RESPONSE AND RECOVERY

- Treat and transport all casualties
- 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
- 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 2022 Lightning Report <https://www.xweather.com/annual-lightning-report>

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
Phillips 66
Plains Pipeline
SSM Health St. Anthony - Midwest Midwest EMS
Southern Star Pipeline
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

SITUATION

- There are multiple companies operating pipelines through Midwest City

City of Midwest City Emergency Operations Plan

- These pipelines transport both natural gas and hazardous liquids
- Pipeline emergencies are rare, but they do happen

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

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.

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

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

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

HAZARD SPECIFIC VULNERABILITIES

- Unable to understand evacuation messaging due to language barrier or access and functional needs
- Difficulty mobilizing quickly

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.

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

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 Highway Patrol (schools) Oklahoma National Guard SSM Health St. Anthony - Midwest 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/ Federal Bureau of Investigation

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

SITUATION

- The threat of terrorism is certainly real in this area. Midwest City is adjacent to Tinker AFB and Oklahoma City

City of Midwest City Emergency Operations Plan

- 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.

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

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.

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.

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?

City of Midwest City Emergency Operations Plan

- Should we expect more attacks?

POTENTIAL HAZARD SPECIFIC INCIDENT OBJECTIVES

- Neutralize and contain the threat
- 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

HAZARD SPECIFIC VULNERABILITIES

Everyone is vulnerable to terrorist activities, some people may be more vulnerable to various types of chemical or biological weapons

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.

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?

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

City of Midwest City Emergency Operations Plan

- Notify authorities
- Restrict access to area
- Chemical
- Respond upwind, uphill, and upstream of agent
- Decontaminate personnel and equipment as soon as possible
- 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 SSM Health St. Anthony - Midwest 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

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.

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

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.

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

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

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

HAZARD SPECIFIC VULNERABILITIES

- Being in the area of the accident

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.

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

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
National Weather Service
SSM Health St. Anthony - Midwest 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

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

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

GENERAL

Wildfires are common disasters that spread quickly, especially in dry or windy conditions.

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.

INITIAL RESPONSE

Initial concerns in the event of a wildfire are:

- Life Safety
- Fire Suppression
- Property Preservation

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

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

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

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.

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 & 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 National Weather Service Oklahoma City – County Health Oklahoma Gas & Electric Oklahoma Medical Reserve Corps Oklahoma Natural Gas Oklahoma National Guard Oklahoma VOAD SSM Health St. Anthony - Midwest 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

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). This was prior to the adoption of the Enhanced Fujita Scale in 2007.
- Midwest City has also experienced QLCS type tornadoes which develop and diminish very rapidly (October 9, 2018)

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

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.

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.

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

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 when possible
- 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

HAZARD SPECIFIC VULNERABILITIES

- Difficulty evacuating or seeking shelter quickly
- Economically disadvantaged who may not have means 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

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.

MITIGATION AND PREPAREDNESS

- Adopt protective 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

City of Midwest City Emergency Operations Plan

- Deny future mobile home and mobile home park permits
- 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 and ODEMHS, plan to manage spontaneous volunteers and unsolicited donations

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, MARCs, 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 National Weather Service Oklahoma Gas & Electric Oklahoma Natural Gas Oklahoma National Guard SSM Health St. Anthony - Midwest 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

SITUATION

- The City of Midwest City is vulnerable to severe winter storms
- Between 1974 and 2021, Oklahoma County experienced 12 declared winter storm events

ASSUMPTIONS

- Midwest City will continue to experience occasional severe winter storms

CONCEPT OF OPERATIONS

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.

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

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

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

HAZARD SPECIFIC VULNERABILITIES

- Regular health needs/treatments, such as dialysis
- Poorly built or insulated housing

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.

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

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



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

MEMORANDUM

TO: Honorable Mayor and Members of the City Council

FROM: Allen Stephenson, Information Technology Director

DATE: June 27, 2023

SUBJECT: Discussion, consideration and possible action concerning the renewing of contracts without modifications for FY 2023-2024 with Azteca Systems, LLC for Cityworks maintenance in the amount of \$173,040.00; Tyler Technologies for software maintenance for Police, 911, and Court in an amount of \$195,475.36; and Central Square for Naviline maintenance in the amount of \$115,874.64.

Since all contracts expire at the end of each fiscal year, it is necessary to renew these contracts. The original contracts are too voluminous to print in the agenda. If you would like to review a specific contract, they are available in the city clerk's office for your convenience.

Sincerely,

Allen Stephenson, Information Technology Director



Contact Information

Contact Name:	Allen Stephenson	Prepared By Name:	Jenn Miya
Customer:	Midwest City (OK), City of	Prepared By Phone:	(801) 872-9528
Contact Address:	Community Development 100 N Midwest Blvd Midwest City, OK 73110	Prepared By Email:	jmiya@cityworks.com

Quote Lines

Product Name	Quantity	Net Unit Price
AMS/PLL ELA Premium	1.00	USD 173,040.00
Pavement Management	1.00	Included
CCTV Interface for PACP	1.00	Included
Respond - AMS	1.00	Included
Mobile Native Apps (iOS/Android) - AMS	1.00	Included
Storeroom	1.00	Included
Equipment Checkout	1.00	Included
Contracts	1.00	Included
Cityworks for Excel	1.00	Included
Cityworks Analytics - AMS	1.00	Included
eURL - AMS	1.00	Included
Workload - AMS	1.00	Included
Web Hooks - AMS	1.00	Included
Service Request API	1.00	Included
Work Order API - Extended	1.00	Included
Inspection API	1.00	Included
Storeroom API	1.00	Included
Metrics API	1.00	Included
Operational Insights	1.00	Included
Public Access - PLL	1.00	Included
Citizen Engagement API	1.00	Included
Case API - Extended	1.00	Included
PLL Public Access API	1.00	Included
Cityworks Analytics - PLL	1.00	USD 0.00

Product Name	Quantity	Net Unit Price
Public Access - PLL	1.00	USD 0.00
eURL - PLL	1.00	USD 0.00
Mobile Native Apps (iOS/Android) - PLL	1.00	USD 0.00
Respond - PLL	1.00	USD 0.00
TOTAL:		USD 173,040.00

Maintenance Start Date: 7/1/2023 Maintenance End Date: 6/30/2024

Quote Notes:

Terms and Conditions

Payment Terms

Payment due within 30 days

IF YOUR ORGANIZATION REQUIRES A PURCHASE ORDER, PLEASE CONTACT YOUR FINANCE DEPARTMENT TO BEGIN THE APPROVAL PROCESS TO AVOID PAYMENT DELAYS.

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery for the Customers listed above.

Unless otherwise referenced, this quotation is for the Cityworks software products referenced above only. Pricing for implementation services (installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software or any other third-party software utilized in conjunction with Cityworks will be the responsibility of the Customer.

For “on-prem” installations, the procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the Customer. Currently, Cityworks supports Oracle and SQL Server. The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the Customer.

This quotation and the pricing information herein is confidential and proprietary and may not be copied or released other than for the express purpose of the current system Software and Product selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC or unless otherwise specifically permitted by law. If a “public access” or similar request is made, Customer, shall notify Azteca Systems, prior to any disclosure.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the signed “Cityworks Software License and Maintenance Agreement” (“Agreement”) and any and all addendums or amendments thereto. A fully executed copy of the Agreement and any addendum(s) is required before delivery and installation and usage of the software is subject to the terms of the current license agreement.

The terms and conditions of the executed Cityworks Software License Agreement apply to this Quote unless otherwise specifically stated herein. Any additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and dates are void and of no effect.

Delivery method is by way of download through Azteca Systems, LLC. customer support web portal.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the

right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

International Customers

These items are controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Your signature indicates your acceptance of this Quote, and that you have read and accepted the Terms and Conditions set forth above.

Accepted by:

Title

_____/_____/_____
Date



One Tyler Drive
 Yarmouth, ME 04096
 P: 800.772.2260
 F: 207.781.2459
 www.tylertech.com

5/24/2023

**CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110**

Cust# 43874

To Whom It May Concern:

Please allow this letter to confirm that your renewal rates are as followed. Additional billing obligations may be included in separate Proforma(s).

DESCRIPTION	CYCLE DATE	AMOUNT
System Software Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,500.04
CAD (1 dispatcher seat included) - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 11,282.13
E-911 Server Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 2,871.67
NCIC Server Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 3,589.81
Mobile CAD Server Add-on with messaging - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 4,307.80
Mobile CAD Client - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 46,306.71
Mobile AVL Client Add-on - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 7,717.81
Mobile Citations Add-on - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 13,640.65
CAD Mapping Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 2,088.44
RMS Mapping Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 2,082.40
Base RMS System - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 15,794.60
Case Management & Events - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 3,263.35
Intelligence Module - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,077.13
Vehicle Impound - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,974.18
Pawn Tickets - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,077.13
Personnel - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 2,153.97
Jail Intake and Booking Module - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 12,531.42
Sex Offender Registration - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,077.13
Report Writer - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,974.18
Property Room - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 3,948.80
PDA Server Software- Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,435.83
PDA Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 107.21
LiveScan Fingerprint System Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,435.83
HTE Financial Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 3,107.99
Accident Report Diagramming Software Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 322.62
NetMotion Clients w/Policy Module - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 10,720.09
Firehouse CAD Monitor Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,812.80
E-Seek DL Scan Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,927.06
Dispatcher (additional seats) - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 4,307.80
E-911 Client Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 1,077.13
NCIC Client Interface - Maintenance (Monthly)	07/01/2023 - 06/30/2024	\$ 2,153.97
*Applicable taxes not included		
	Total:	\$ 168,667.68

Remittance
 Tyler Technologies, Inc. (FEIN 75-2303920)
 PO Box 203556
 Dallas, TX 75320-3556

Questions
 Tyler Technologies – Public Safety
 Phone: 1-800-772-2260 Press 2, then 5
 Email: ar@tylertech.com



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Empowering people who serve the public®

Questions
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	25499	05/24/2023	1 of 1

To: CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110
 United States

Ship To: CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	43874	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Midwest City, OK							
1 Renewal: System Software Maintenance - Netmotion Mobility Maintenance: Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	50	1	EA	3,834.01	.00	3,834.01
2 Renewal: Incode Public Safety Custom Reporting Tool Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	5,008.50	.00	5,008.50
3 Renewal: First Due Interface Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00

Does not include any applicable taxes

Order Total: **8,842.51**

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Empowering people who serve the public®

Questions
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	25500	05/24/2023	1 of 1

To: CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110
 United States

Ship To: CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	43874	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Midwest City, OK							
1 Renewal: Link Media from a Cell for Services to any Generated Case Number in incident Module Maintenance: Start: 01/01/2024, End: 06/30/2024; Term: 6 months	No	1	1	EA	150.00	.00	150.00

Does not include any applicable taxes

Order Total: 150.00

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**



Remittance
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Empowering people who serve the public®

Questions
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
130	25498	05/24/2023	1 of 2

To: CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110
 United States

Ship To: CITY OF MIDWEST CITY
 100 N. MIDWEST BOULEVARD
 MIDWEST CITY, OK 73110
 United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1	43874	Net 30	USD	MISC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: Midwest City, OK							
1 Renewal: Interface: Incode Public Safety Records Mgmt System Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
2 Renewal: Interface: Tyler Incode Court Case Mgmt System Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	0.00	.00	0.00
3 Renewal: eCitation - Brazos Rapid Extension Framework - PDA Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	25	EA	184.31	.00	4,607.66
4 Renewal: Task: Driver Exchange Module Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	783.65	.00	783.65
5 Renewal: Task: Tow/Impound Report (standard) Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	783.65	.00	783.65
6 Renewal: Task: Criminal Trespass Warning Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	783.65	.00	783.65
7 Renewal: State Compliant Crash Report Software with Drawing Tool Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	25	EA	344.21	.00	8,605.28
8 Renewal: Server Hosting Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months	No	1	1	EA	2,251.28	.00	2,251.28



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies -
Phone: 1-800-772-2260 Press 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

<i>Company</i>	<i>Order No.</i>	<i>Date</i>	<i>Page</i>
130	25498	05/24/2023	2 of 2

Does not include any applicable taxes

Order Total: 17,815.17

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**




Superion Solutions Agreement

This Superion Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion, a CentralSquare Technologies, LLC company with its principal place of business in Lake Mary, FL ("**Superion**") and City of Midwest City ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

WHEREAS, Superion licenses and gives access to certain software applications ("**Superion Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Superion Solutions and receive professional services described herein, and Superion desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

Superion, LLC	City of Midwest City
1000 Business Center Dr. Lake Mary, FL 32746	100 North Midwest Blvd. Midwest City, OK 73140
By: 	By:
Print Name: Ron A. Anderson	Print Name: Matt Dukes
Print Title: Chief Sales Officer	Print Title: Mayor
Date Signed: 6/13/2023	Date Signed:

1. Superion Solution: NaviLine Public Administration

2. Term.

- 2.1. Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will renew annually for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. The Customer may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the initial or current contract term. Superion may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party two (2) months prior to the expiration of the renewal term or any successive term thereafter.
- 2.4. Local Budget Constraints. Superion acknowledges that continued funding in subsequent years is subject to annual budget appropriations by the municipal authority.

3. **Fees**. In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. **"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. **"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superior Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superior Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Superior Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Superior Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Superior Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Superior Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superior Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superior Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Superior Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU Data Protection Directive (Directive 95/46/EEC), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. **"Superior Solution(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Superior Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable license to the current version of the Superior Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution. Nothing in this agreement will affect Customer's current ownership of software licenses. Should there arise a need to revert back to a premises based system, Customer retains right and title to all of its previously licensed solutions.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Superior shall deliver to Customer the initial copies of the Superior Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point, and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. Superior hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Superior Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
 - 5.4.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and
 - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and

use of the Superior Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.

- 5.5. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Equipment. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.6. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
 - 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
 - 5.6.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Superior Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.6.3. any negligence, abuse, misapplication, or misuse of the Superior Solution other than by Superior personnel, including any Customer use of the Superior Solution other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 5.6.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
 - 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.6.6. any relocation of the Superior Solution other than by Superior personnel;
 - 5.6.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 5.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.8. Changes. Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.9. Subcontractors. Superior may from time to time, with the City's reasonable consent engage third parties to perform Professional Services or Support Services (each, a "Subcontractor").
- 5.10. Security Measures. The Superior Solution may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solution. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Superior Solution; (b) Superior may deny any individual access to and/or use of the Superior Solution if Superior, in its reasonable discretion, believes that person's use of the Superior Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superior Solutions.

- 6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superior Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Superior Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superior Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superior Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Superior Solutions or access or use the Superior Solutions other than by an Authorized User through the use of his or her own then valid access;
 - 6.4. input, upload, transmit, or otherwise provide to or through the Superior Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
 - 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superior Systems, or Superior's provision of services to any third party, in whole or in part;
 - 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superior Solutions, including any copy thereof;
 - 6.7. access or use the Superior Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
 - 6.8. access or use the Superior Solutions for purposes of competitive analysis of the Superior Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Superior Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superior Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superior Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Superior Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and

without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Superior Solutions, all software provided with the Superior Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superior Solutions and any software provided with the Superior Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.

- 10.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superior in the Superior Solutions and Documentation, and disclaim any liability or responsibility of Superior with respect to such Authorized Users.

11. Personal Data. If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Superior Solutions and perform its other obligations under this Agreement; and
- 11.3. Superior shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Execution Date, the Superior Solutions (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superior within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superior's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. DISCLAIMER OF WARRANTIES. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH**

REGARD TO THE SUPERION SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

- 13. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 **email: info@superion.com**
Attention: Senior Counsel / Contracts Department

If to Customer: **City of Midwest City**
100 North Midwest Blvd.
Midwest City, OK 73110
Phone: 405-739-1373 **email: AStephenson@midwestcityok.org**
Attention: Allen Stephenson

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification. Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Superion Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.1.1. Third-Party Materials or Customer Data;
- 15.1.2. access to or use of the Superion Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Superion or specified for Customer's use in the Documentation;

- 15.1.3. modification of the Superior Solutions other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.
- 15.2. Customer Indemnification. As allowed by Oklahoma law, Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:
- 15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superior in accordance with this Agreement;
 - 15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.
- 15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERION SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

- 16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 16.3. City may terminate this Agreement for convenience after providing sixty (60) day Notice. In the event that City terminates this Agreement pursuant to this Section 16.3, City shall not be entitled to any refunds, rebates or credits of any unused portions of annual fees paid in advance (pursuant to Exhibit 1 of the Agreement).

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and
- 17.2. all amounts payable by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration.
- 17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.
- 17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no

longer purchasing certain Superior Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

19. No Waiver. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

20. Mediation of Disputes. Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

20.1. Mediation Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), and the relief requested, as well as any proposed changes to location. The tribunal shall consist of three (3) mediators, appointed as follows: The claimant shall appoint a mediator in the request for mediation and the respondent shall appoint an mediator in the answer. The two mediators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third mediator who shall act as the chair of the tribunal. The tribunal shall decide the procedures to be followed in the mediation after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties further agree that judgment may be entered upon the award by of any court having jurisdiction.

21. Jurisdiction and Governing Law. This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Oklahoma excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in Oklahoma, or a United States District Court for the Western District of Oklahoma, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

22. Severability. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

23. LIMITATIONS OF LIABILITY.

23.1. LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.

23.2. EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN

FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

23.3. BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

24. Third-Party Materials. Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

25. Entire Agreement; Amendment and Modification. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superion letterhead issued by authorized Superion representatives and signed by Customer shall constitute an amendment to this Agreement.

26. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

28. Cooperative Purchases. This Contract may be used by other government agencies. Superion has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superion and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

29. Incorporated Exhibits to this Agreement:

- 29.1. Exhibit 1 – Project Cost Summary
- 29.2. Exhibit 2 - Maintenance & Support Standards
- 29.3. Exhibit 3 – Travel Expense Guidelines
- 29.4. Exhibit 4 – Insurance Requirements
- 29.5. Exhibit 5 – Scope of Work (if applicable)

EXHIBIT 1
Project Cost Summary

	Applications and/or Services	Annual Access Fee
Existing NaviLine Products (Currently Licensed)	OnePoint Point-of-Sale (1) OnePoint C2G eCheck Act. (1) NaviLine Work Orders/Facility Management (1) NaviLine Time & Attendance Interface-Generic (1) NaviLine Purchasing/Inventory (1) NaviLine Payroll/Personnel (1) NaviLine Land/Parcel Mgmt (1) NaviLine GMBA w/Extended Reporting (1) NaviLine Fixed Assets (1) NaviLine Document Management Services (1) NaviLine Customer Information System (1) NaviLine Cash Receipts (1) NaviLine Business Licenses (1) NaviLine Building Permits (1) NaviLine Accounts Receivable (1) NaviLine Global Financials (1) NaviLine User Interface (1) Horizon Cloud for NaviLine (1) NaviLine Cloud Test Environment (1) Modifications (32) Cognos BI: Administrator (1) Click2Gov Core Module (1) Click2Gov CIS Module (1) CentralSquare Payments (1) Distribution Services (1) Technical Services - TS (1)	TOTAL \$115,874.64
Terminating NaviLine Products	Edge User Interface, Click2Gov Wireless BP	
Existing Third Party Products (Currently Licensed)	Cognos BI:Administrator, Click2Gov Core Module, Oracle BEA WebLogic Express	Included in Annual Access Fee
Terminating Third Party Products	Edge	
Retrofit Modifications	32 Mods	Included in Annual Access Fee
Horizon Cloud Services	Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superior applications.	Included in Annual Access Fee
NaviLine Test Environment	2 refreshes per year; \$600 per additional refresh.	Included in Annual Access Fee
	Total Proposed System:	115,874.64

NOTES

	<u>Sample Annual Pricing</u>		<u>Annual Fees</u>
Year 1		\$	115,874.64
Year 2		\$	121,668.37
Year 3		\$	127,751.79
Year 4		\$	134,139.38
Year 5		\$	140,846.35
	5% increase per year		

The Annual Access Fee for any additional applications purchased will be placed on the same term as the original contract.

Travel and related expenses of the trainers, installers, or project managers are in addition to the above costs and they are billed separately.

Customer will be contacted by the Superior Project Manager to begin the implementation process.

PAYMENT TERMS:

- a. The Annual Access Fee is due upon the Execution Date, and annually thereafter on the Anniversary of the Execution Date, to be paid in monthly installments of the annual amount.
- b. Additional Costs. Customer will reimburse Superior for actual travel expenses that Superior incurs in providing Customer with Support Services and Professional Services under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Exhibit 3 (“**Superior Travel Expense Guidelines**”) attached hereto and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.
- c. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior valid proof of exemption.
- d. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until all past due amounts have been paid.

EXHIBIT 2

Support Standards

1. Service Level Commitments

1.1. Overall System Availability.

1.1.1. **Target.** In each Service Period, the target for availability of the Superior Solutions is 99.9% (“Availability Target”). “**Service Period**” means 24 hours per day Monday through Sunday each calendar month that Customer receives the Superior Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superior will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and Superior will notify the Customer if the entire maintenance window will be required.

1.1.2. **Measurement.** Service availability is measured as the total time that the Superior Solutions are available during each Service Period for access by Customer (“**Service Availability**”). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superior’s hosted environment. Superior has technology monitoring, measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior’s measurements for the purposes of calculating Service Availability. Additionally, the use must be:

1.1.2.1. mutually agreed upon by Superior and the Customer.

1.1.2.2. paid, installed and maintained by the Customer.

1.1.2.3. non-invasive and may not reside on Superior’s systems.

1.2. Calculation. Service Availability for a given month shall be calculated using the following calculation:

1.2.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

1.2.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

1.2.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

1.3. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

Service Availability in the relevant Service Period	Percentage Reduction in Monthly Fee for the Subsequent Service Period
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

1.4. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior’s failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Superior Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

2. Server Performance & Capacity.

2.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Superior Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

2.2. “In-network” is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior

protected network environment shall be deemed as “out-of-network.” Superion is not responsible for Internet connectivity and/or performance out-of-network.

3. System Maintenance.

- 3.1. Superion Solutions maintenance and upgrades. Superion will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superion. Maintenance and upgrades will be scheduled in advance with the Customer’s primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.
- 3.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer’s standard business hours of operation and the Customer will be notified prior to the upgrade.
- 3.3. Emergency maintenance. Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity. Superion will attempt to notify the Customer promptly, however if no contact can be made, Superion management may deem it necessary to move forward with the emergency maintenance.

4. Incident Response. Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superion will make commercially reasonable efforts to respond to Superion Solutions incidents for live production systems using the following guidelines:

Priority Level	Impact	Description	Performance Target	Minimum Performance Goal %
1	Urgent	An Incident that results in loss of Customer connectivity to all of the Superion Solutions or results in loss, corruption or damage to Customer’s Data.	Superion will respond within 1 hour of the issue being reported.	95%
2	Critical	An Incident that has an adverse material impact on the performance of the Superion Solutions or materially restricts Customer’s day-to-day operations.	Superion will respond within 2 hours of the issue being reported.	95%
3	Non-Critical	An Incident that does not result in a failure of the Superion Solutions but a fault exists that restricts the Customer’s use of the Superion Solutions.	Superion will respond within 4 hours of the issue being reported.	95%
4	Minor	An Incident that does not affect or which has minimal adverse impact on the use of the Superion Solutions.	Superion will respond within 24 hours of the issue being reported.	95%

4.1. Measurement. Superion shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

5. Disaster Recovery. Superion provides disaster recovery services for Superion Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer’s data center is inaccessible or rendered non-functional, Superion will provide the ability to connect to the appropriate data center using software provided by Superion. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer’s facilities.

6. Exceptions. Superion shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:

- 6.1. defectiveness of the Customer’s environment, Customer’s systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Superion Solutions.
- 6.2. denial of reasonable access to Customer’s system or premises preventing Superion from addressing the issue.
- 6.3. material changes made to the usage of the Superion Solutions by Customer where Superion has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Superion Solutions.
- 6.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 6.5. a documented Defect.

- 7. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superior provides a continuous resolution effort until the issue is resolved.
- 8. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superior will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 9. Non-Production Environments.** Superior will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 9.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
- 9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4 as circumstances dictate. Service requests will otherwise be prioritized and scheduled similar to production service requests.

10. Responsibility Summary Matrix.

Responsibility Summary Matrix		
Description	Superior Responsibility	Customer Responsibility
ASP Server Hardware management	X	
ASP Server File system management	X	
ASP Server OS upgrades and maintenance	X	
ASP Database product upgrades and maintenance	X	
ASP 3 rd Party product upgrades and maintenance	X	
Application Update Installation		
Request to install application updates		X
Installation of application updates	X	
ASP Backup Management	X	
Data and or File restoration		
Request to restore data and or files		X
Restoration of data and or files	X	
Network		
ASP Network up to and including the router at Superior's location	X	
ASP Router at Customer's location	X	
Customer's network up to the router at Customer's location		X
Customer Workstations		X
System Performance	X	X
Add/Change users		
User add/change requests		X
User add/change implementation for System Access	X	
User add/change implementation for Superior Solutions		X
Add/Change Printers		
Printer add/change requests		X
Printer add/change implementation on ASP network	X	
Printer add/change implementation for Superior Solutions		X
Disaster Recovery	X	
Password Management	X	X
Application Management		
Application Configuration		X
Application Security Management		X
Accuracy and Control of Data		X
Security		
Intrusion and Penetration Testing	X	

- 11. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a

VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.

- 12. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 13. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Superion Solutions.
- 14. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Superion Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.
- 15. Disagreement Procedure.** In case the parties are in disagreement as to whether Superion has fulfilled its support obligations, they shall use all reasonable efforts to amicably settle such dispute. If disagreement remains following a ten (10) day work period, the parties shall escalate the issue to the following representatives to resolve the dispute:

Superion: Director of Operations (first level); VP of Services (escalation – 1st level); General Manager (escalation – 2nd level)

Customer: _____

The disagreement procedure proposed herein shall not limit either party's right to bring a claim as provided for in the Agreement. Notwithstanding any dispute the parties have a duty to continue fulfilling all their other obligations under this Agreement.

16. Telephone Support & Support Portal

- 16.1. Hours.** Superion shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superion shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superion reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superion in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superion at Customer location(s) if and when Superion and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Superion Solutions or an act or omission of Superion, then Customer shall pay for Superion's investigation and related services at Superion's standard professional services rates. Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases.** Customer shall promptly install and/or use any Release provided by Superion to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Superion Solutions shall be furnished by means of new Releases of the Superion Solutions and shall be accompanied by updates to the Documentation whenever Superion determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number.** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superion support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer.

SUPERION TRAVEL EXPENSE GUIDELINES

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.

EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superior or around Superior's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



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: June 27, 2023

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for Capital Improvement Revenue Bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024.

The sales tax agreement for the Series 2011A and Series 2019 bond issues must be renewed each year. Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds.

Attached is a resolution to renew the agreement for fiscal year 2023-2024.

Tiatia Cromar
Finance Director

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE CITY OF MIDWEST CITY TO RENEW THE SALES TAX AGREEMENT REQUIRED FOR THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011A, AND CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2019.

WHEREAS, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated November 1, 2011 and April 1, 2019, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2019, and Capital Improvement Revenue Bonds, Series 2011A, respectively, and other obligations of the Authority as therein provided; and

WHEREAS, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2023 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:

SECTION I. The Sales Tax Agreements dated November 1, 2011 and April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2024.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this ____ day of _____, 2023.

ATTEST:

CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2023.

DONALD MAISCH, City Attorney



**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 : June 27, 2023


SUBJECT : Discussion, consideration, and possible action of accepting fourteen (14) grants of Temporary Easement from various grantors, across certain parcels of land located within the corporate boundaries of Midwest City in the Sections 2 and 11, Township 11N, Range 2W; and Sections 34 and 35 Township 12N, Range 2W of the Indian Meridian, Oklahoma County, Oklahoma.

The Temporary Easements are needed in connection with the ODOT project, JP 33345(04); resurface of Midwest Blvd from SE 29th St to NE 10th St. The easements are located on various parcels along Midwest Blvd.

Index	Address	Section	Purpose	Owner
T 4	2232 S Midwest Blvd	Sec 11, T11N, R2W	Driveway	G&D Ventures L.L.C.
T 6	2224 S Midwest Blvd	Sec 11, T11N, R2W	Driveway	Hosford
T 7	2220 S Midwest Blvd	Sec 11, T11N, R2W	Driveway	West
T 10	1212 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	Oakland Homes L.L.C.
T 11	1208 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	Blue Reef Properties L.L.C.
T 12	1204 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	Bisbee Trust
T 13	1200 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	Cassil
T 22	800 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	St. Christopher's Episcopal Church
T 23	601 E Jones Pl	Sec 2, T11N, R2W	Driveway	Early
T 24	601 E Bouse Dr	Sec 2, T11N, R2W	Driveway	Nguyen / Dinh
T 25	250 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	Patrick Family Trust
T 26	140 S Midwest Blvd	Sec 2, T11N, R2W	Driveway	BAM Investors L.L.C.
T 28	947 N Midwest Blvd	Sec 34, T12N, R2W	Driveway	Cohen
T 29	1001 N Midwest Blvd	Sec 34, T12N, R2W	Driveway	Rose State Foundation

Indexed easements not numbered above are as follows and will not be part of this action:

Index	Note
T1-T3, T5, T-9, T14-T15, T25B, T30, T33	Were all removed from design for various reasons after indexing of the right of way. No longer part of this project.
T8, T16-T21	Working on securing easements but are not ready to bring before Council
T27, T32	City Easements and part of a different Council action
P31	Permanent Easement and part of a different Council action



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

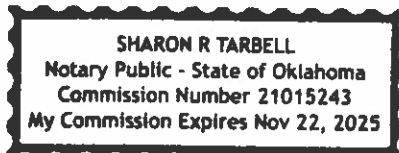
Attachments

to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as manager(s) of G & D Ventures L.L.C., and acknowledged to me to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

WITNESS, my hand and seal this 26 day of March, 2022

My Commission expires: 11/22/25


NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Midwest Resurface and Sidewalk
JP 33345(04)
Oklahoma County
Parcel T 6 Hosford

KNOW ALL BY THESE PRESENTS:

That Steven Hosford and Kellie Hosford, husband and wife, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The N 25' of W 10' of Lot 10 Block 4 in Glenwood 5th Addition to Oklahoma County

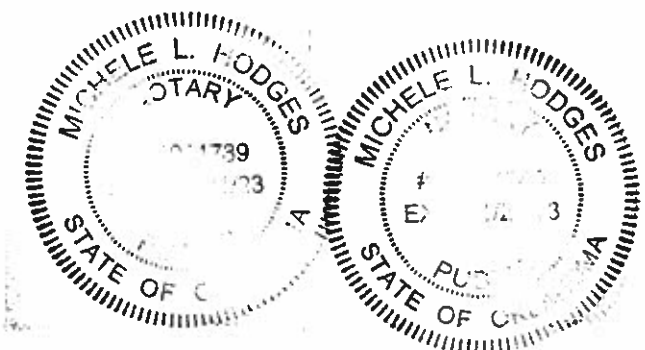
This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 19 day of February, 2022
Steven A. Hosford

X Steven A. Hosford X Kellie Hosford



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

Before me, the undersigned, notary in and for the state and county aforesaid, on this
19th day of February, 2022 personally appeared

Steven Hosford and Kellie Hosford to me known to be the identical persons who subscribed

their names to the foregoing instrument and acknowledged to me that they executed the same
as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and seal this 19th day of February, 2022

My Commission expires: 11/21/23

Michael Hodge
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

known to be the identical person(s) who subscribed her name(s) to the foregoing

instrument and acknowledged to me that She executed the same as her free and

voluntary act and deed for the uses and purposes therein set forth.

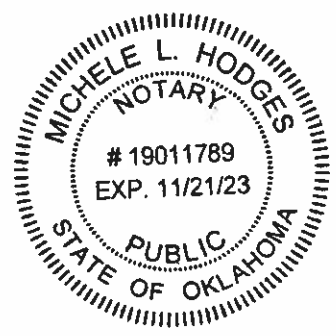
WITNESS, my hand and seal this 10th day of March, 2022

My Commission expires: 11/21/23

Michele L. Hodges
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____



foregoing instrument as manager(s) of Oakland Homes L.L.C., and acknowledged to me

to me that he executed the same as his free and voluntary act and deed and as

the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

WITNESS, my hand and seal this 27th day of April, 2022

My Commission expires: 5/31/23



Tami Anderson
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

foregoing instrument as manager(s) of Blue Reef Properties L.L.C., and acknowledged to me

that he executed the same as his free and voluntary act and deed and as the

free and voluntary act and deed of such limited liability company for the uses and purposes

therein set forth.

WITNESS, my hand and seal this 12 day of April, 2022

My Commission expires: 9-24-2022

[Signature]
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Midwest Resurface and Sidewalk
JP 33345(04)
Oklahoma County
Parcel T 12 Bisbee Trust

KNOW ALL BY THESE PRESENTS:

That Doyle C. Bisbee and Gudfridur Bisbee, Co-Trustees of the Gudfridur Bisbee Revocable Trust dated October 25, 2004, for good and valuable and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The West 10' of the North 30' of Lot 45 of Block 2 in County Estates 6th Addition

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 28th day of Feb, 2022.

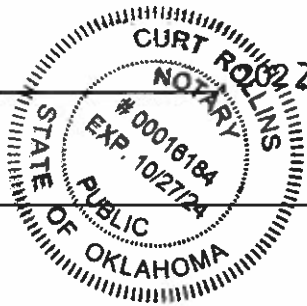
Gudfridur Bisbee
TRUSTEE

STATE OF OKLAHOMA OKLA)
COUNTY OF OKLAHOMA OKLA)^{ss.}

Before me, the undersigned, notary in and for the state and county aforesaid, on this

28th day of Feb, 2022 personally appeared

CSR



Trustees(s) to me known to be the identical person(s) who subscribed the name of the maker

to the foregoing instrument as Trustee(s) and acknowledged to me that She

executed the same as her free and voluntary act and deed.

WITNESS, my hand and seal this 28th day of Feb, 202 2.

My Commission expires: 10/27/2024



NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

their names to the foregoing instrument and acknowledged to me that they executed the

same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and seal this 26th day of March, 2022



My Commission expires: 12/16/2023

[Signature]
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

St. Christophers Episcopal Church of Midwest City, Oklahoma, a corporation, to me

known to be the identical person(s) who subscribed the name of the maker thereof to the

foregoing instrument and acknowledged to me that he executed the same as

his free and voluntary act and deed and as the free and voluntary act and deed of said

corporation the uses and purposes therein set forth.

WITNESS, my hand and seal this 6 day of June, 2022

My Commission expires: 5/31/23



Tami Anderson
NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Midwest Resurface and Sidewalk
JP 33345(04)
Oklahoma County
Parcel T 23 Early

KNOW ALL BY THESE PRESENTS:

That Stephanie Early, a single person, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

A part of L 35 B 5 of Atkinson Park Addition to Oklahoma County Oklahoma beginning at a point on the east ROW line of South Midwest Blvd that is 31' S of the N line of said L 35; thence E 10'; thence S 20'; thence W 10'; thence N on said ROW line to the pob.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 17 day of March, 2022

_____ X D Doechnale _____

With the U.S. Armed Forces

WITH THE UNITED STATES AIR FORCE
At AT RAF LAVENHEATH, SUFFOLK, ENGLAND

I, Calin Moloiu, S-6, LNDH
Paralegal, RAF Lakenheath, the undersigned officer or other person authorized

to serve as a federal notary under 10 U.S.C. § 1044a, do hereby certify that on this

17 day of MARCH, 2022, before me, personally appeared

Stephanie Dorchak, who presented a valid military

identification card or other state or federal government issued identification card, and then did

execute the foregoing instrument as a true, free, and voluntary act and deed. I do further certify

I am qualified pursuant to the authorizing statute to act in this capacity, this certificate is executed

by me in that capacity, and by statute no seal is required.

[Signature]

Signature of Notary

**Calin Moliu, S-6, LNDH
Paralegal, RAF Lakenheath**

Name of Notary

Grade and Branch of Service

**WITH THE UNITED STATES AIR FORCE
AT RAF LAKENHEATH, SUFFOLK, ENGLAND**

Command or Organization

Notary pursuant to 10 U.S.C. § 1044a



Approved by City Attorney _____ Date: _____

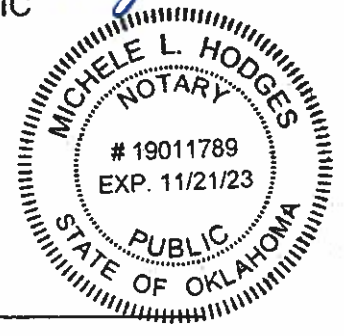
Approved by City Council _____ Date: _____

their names to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS, my hand and seal this 24th day of May, 2022

My Commission expires: 11/21/23

Michele L. Hodges
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Midwest Resurface and Sidewalk
JP 33345(04)
Oklahoma County
Parcel T 25 Patrick Family Trust

KNOW ALL BY THESE PRESENTS:

That Edward H. Patrick Jr. Trustee of the Patrick Family Trust Dated August 10, 1990, for good and valuable and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The N 100' of the W 10' of the parcel described as beginning 513.28' S & 50' E of NW/C OF NW4; thence E 221.71FT; thence S167.44'; thence W 221.7'; thence N167.44FT to the p.o.b. of Block 1 Atkinson Park Addition, a subdivision of the W/2 of Section 2 T 11N R2W Oklahoma County,

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 14 day of MARCH, 2022

_____ Ed H. Patrick Jr.
TRUSTEE

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

Before me, the undersigned, notary in and for the state and county aforesaid, on this _____ day of _____, 2022, personally appeared

See attached California Acknowledgment.

Edward H. Patrick Jr. Trustee of the Patrick Family Trust Dated August 10, 1990

to me known to be the identical person who subscribed the name of the maker to the

foregoing instrument as Trustee and acknowledged to me that _____ executed

the same as _____ free and voluntary act and deed, and as the free and voluntary

act and deed of said trust dated August 10, 1990.

WITNESS, my hand and seal this _____ day of _____, 202

See attached California Acknowledgment.

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

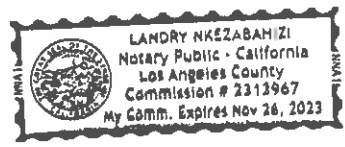
On March 14th, 2022 before me, Landry Nkezabahizi, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Edward H. Patrick Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant of temporary easement

Document Date: 03/14/2022 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer is Representing:

GRANT OF TEMPORARY EASEMENT

Midwest Resurface and Sidewalk
JP 33345(04)
Oklahoma County
Parcel T 26 BAM Investors LLC

KNOW ALL BY THESE PRESENTS:

That BAM Investors Holding Company, L.L.C., an Oklahoma limited liability company, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The South 30' of the West 15' of the property described as being a part of Lot I of Atkinson Park Addition to Oklahoma County Oklahoma, being a subdivision of part of the W/2 of Section 2 T 11N R2W, being more particularly described by metes and bounds as follows; Beginning 300' S & 50' E OF NW/C NW4 of said Section 2; thence E 221.71"; thence S 111.78"; thence W 221.71'; thence N 113' to the POB. Containing 0.572 ac mol.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 4 day of April, 2022

MANAGER

STATE OF OKLAHOMA OK)
COUNTY OF OKLAHOMA Cleveland)ss.

Before me, the undersigned, notary in and for the state and county aforesaid, on this

5TH day of April, 202 personally appeared

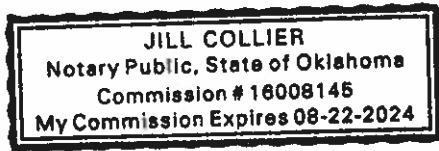
Brandon Meyer

to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as manager(s) of BAM Investors Holdong Company L.L.C., and acknowledged to me to me that _____ executed the same as _____ free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company for the uses and purposes therein set forth.

WITNESS, my hand and seal this 5TH day of April, 202

My Commission expires: 8-22-24

Jill C.
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

Midwest Resurface and Sidewalk
JP 33345(04)
Oklahoma County
Parcel T Cohen

KNOW ALL BY THESE PRESENTS:

That Menashe John Cohen, a single person, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a temporary easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

The E 20' of L 4 of Block 3 Replat of Lot 1, Lot 2, Lot 3, of Block 3 in Leisure Living Estates addition to the City of Midwest City, Oklahoma County, Oklahoma

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, except none and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this _____ day of _____, 202

_____ X 

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

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

A part of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Thence South 00°13'00" East a distance of 853.22 feet;

Thence North 00°26'18" East a distance of 45.0 to the Point or Place of Beginning;

Thence South 89°11'40" West a distance of 65.0 feet;

Thence North West parallel to the East line of Section 34 a distance of 40 feet;

Thence North East a distance of 65.0 feet back to the East line of Section 34;

Thence South 00°26'18" East back to the Point or Place of Beginning.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except – none- and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 6th day of June, 2023

ATTEST:  _____

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

) ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this

6th day of June, 2023 personally appeared as Vincent Friederich, Chairman of

Rose State College Foundation Inc, to me known to be the identical person(s) who subscribed the

name of the maker thereof to the foregoing instrument and acknowledged to me that he

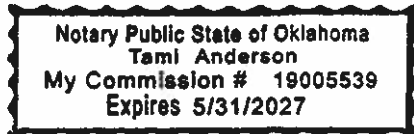
executed the same as his free and voluntary act and deed and as the free and voluntary act

and deed of said corporation the uses and purposes therein set forth.

WITNESS, my hand and seal this 6th day of June, 2023

My Commission expires: 5/31/27

Tami Anderson
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

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



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

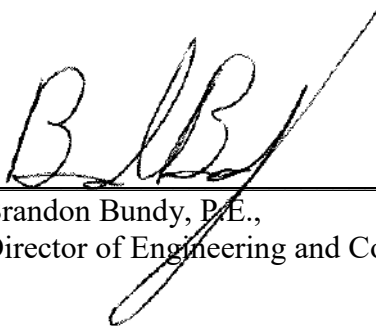
FROM : Brandon Bundy, P.E., Director

DATE : June 27, 2023

SUBJECT : Discussion, consideration, and possible action of granting two (2) Temporary Easements to The Midwest City Municipal Authority, a public trust, across a certain parcels of land located within the corporate boundaries of Midwest City in Section 35, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

The Temporary Easements are needed in connection with the ODOT project, JP 33345(04); resurface of Midwest Blvd from SE 29th St to NE 10th St. The easements are located on various parcels along Midwest Blvd and owned by the City of Midwest City. In order for the easements to be granted to the project, the City must first grant the easements to the Municipal Authority and then accept them as the Municipal Authority.

Index	Address	Section	Purpose	Note
T 27	100 N Midwest Blvd	Sec 35, T12N, R2W	Driveway	Reconstruct drive to City Complex off Midwest Blvd to allow ADA sidewalk
T 32	8100 NE 10 th St	Sec 35, T12N, R2W	Sidewalk	Construct ADA sidewalk from Midwest Blvd to Soldier Creek Trail



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachments

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That The City of Midwest City, a municipal corporation, of Oklahoma County, (grantor) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of the Midwest City Municipal Authority, a public trust, (grantee) a temporary public easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A parcel of land found in the Southwest Quarter of Section 35, Township 12 North, Range 2 West, Oklahoma County, Oklahoma; said parcel being more particularly described as follows;

Commencing 50' E and 370' N of the SW/C SW/4 Section 35 12N 2W Oklahoma County, Oklahoma; thence E 15'; thence N 170'; thence W 15'; thence S to the pob.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except –none- and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 27th day of June, 2023

ATTEST: _____
Sara Hancock, City Clerk

Matthew D. Dukes II, Mayor

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

) ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27th day of June, 2023 personally appeared Matthew D. Dukes II as Mayor of City of Midwest City to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS, my hand and seal this 27th day of June, 2023

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by Chairman _____ Date: _____

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

Midwest Resurface /JP # 33345(04) / City of Midwest City / Parcel No: T 27 / 100N Midwest Blvd

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That The City of Midwest City, a municipal corporation, of Oklahoma County, (grantor) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of the Midwest City Municipal Authority, a public trust, (grantee) a temporary public easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A parcel of land found in the Northwest Quarter of Section 35, Township 12 North, Range 2 West, Oklahoma County, Oklahoma; said parcel being more particularly described as follows;

Starting at the Northwest corner of HOLMAN SECOND ADDITION as the place of beginning; thence North along the west line of said Northwest Quarter (NW ¼), 1054.93 Feet; thence South 86° 02' East, 140.28 Feet; thence South 33° 28' East, 107.00 Feet; thence South 80° 28' East, 207.00 Feet; Thence North 86° 02' West back to the west line of said Northwest Quarter and South to the point of beginning.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except –none– and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 27th day of June, 2023

ATTEST: _____
Sara Hancock, City Clerk

Matthew D. Dukes II, Mayor

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27th day of June, 2023 personally appeared Matthew D. Dukes II as Mayor of City of Midwest City to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS, my hand and seal this 27th day of June, 2023

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by Chairman _____ Date: _____

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

Midwest Resurface /JP # 33345(04) / City of Midwest City / Parcel No: T 27 / 100N Midwest Blvd



**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 : June 27, 2023

SUBJECT : Discussion, consideration, and possible action of accepting a Permanent Easement from the Rose State College Foundation, Inc, across their land located within the corporate boundaries of Midwest City in Sections 34, Township 12N, Range 2W; of the Indian Meridian, Oklahoma County, Oklahoma. Parcel is commonly known as location of Atkinson Heritage Center, 1001 N Midwest Blvd.

This Permanent Easement is needed in connection with the ODOT project, JP 33345(04); resurface of Midwest Blvd from SE 29th St to NE 10th St. The easement will be located in a manner as to allow the City to construct storm water pipes to convey water from the area of Midwest Blvd and Leisure Dr; across their property and into an improved drainage channel. Staff has been working diligently with the Rose State College Foundation and after presenting the project to their board on June 6, 2023; they graciously agreed to donate the permanent easement for the betterment of the City.



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachments

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

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

A part of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particularly described as follows:

Thence South 00°13'00" East a distance of 853.22 feet;

Thence North 00°26'18" West a distance of 150.20 to the Point or Place of Beginning;

Thence North 58°29'40" West a distance of 296.79 feet;

Thence North 31°30'20" East a distance of 30.00 feet;

Thence South 58°29'40" East a distance of 278.08 feet:

Thence South 00°26'18" East a distance of 35.35 feet back to the Point or Place of Beginning.

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

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except – none- and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 6th day of June, 2023

ATTEST: 
Vincent Friederich, Chairman

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

) ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this

6th day of June, 2023 personally appeared as Vincent Friederich, Chairman of

Rose State College Foundation Inc, to me known to be the identical person(s) who subscribed the

name of the maker thereof to the foregoing instrument and acknowledged to me that he

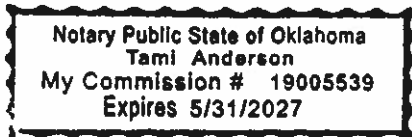
executed the same as his free and voluntary act and deed and as the free and voluntary act

and deed of said corporation the uses and purposes therein set forth.

WITNESS, my hand and seal this 6th day of June, 2023

My Commission expires: 5/31/27

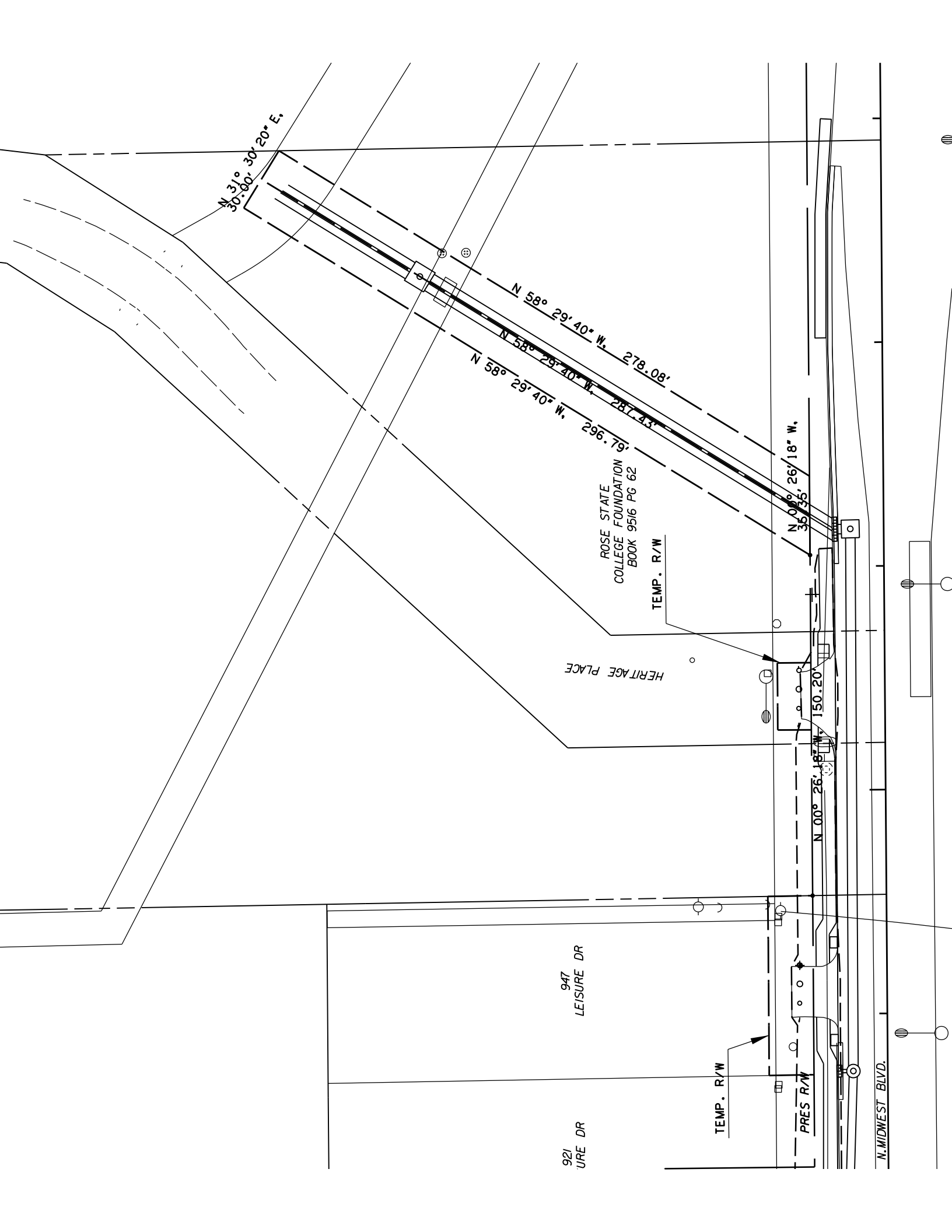
Tami Anderson
NOTARY PUBLIC



Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____

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





TO : Honorable Mayor and Council

FROM : Brandon Bundy, P.E., Director

DATE : June 27, 2023

SUBJECT : Discussion, consideration, and possible action of change order #05 amending the contract with Downey Contracting, LLC to construct the Midwest City Council Chambers COVID and ADA retrofit increasing it by \$1,484.03 with 53 additional days for Council Chamber, 133 additional days for Court Bathroom, and 24 additional days for the Basement Bathroom.

The attached change order is for the construction of the Midwest City Council Chambers COVID and ADA retrofit. This change order is related to field changes found during construction. The contract has different timelines for each building permit so days are separated accordingly. Staff has been negotiating with the contractor to substitute days instead of cost in efforts to add value to the project. COR 8 comprises of the following:

Carpenter Work	There is some carpenter work that staff has requested to finish out the project. <ul style="list-style-type: none"> • Trim work around exit lights in Chamber and around restroom doors. • Relaminate wall in back of chamber where previous water damage is evident. • Relaminate the front of council dias where the previous chairs scratched the faces. • Adjustments to the podium, adding rubber reinforcement and drilling “mouse holes” so as not to damage cabling.
Painting	There is some painting required to finish out the project. <ul style="list-style-type: none"> • Paint the ceiling in the north vestibule where there was previous water damage. • Paint a wall adjacent to the court bathroom.
Electrical	There are a few remaining electrical items requested by staff <ul style="list-style-type: none"> • Furnish and install 5 surface mount lights in north lobby to match the newly installed lighting by the project • Remove the add alternate for the back-up generator circuit. The circuit was not feasible within the confines of this project and will have to be done with a more extensive electrical remodel.

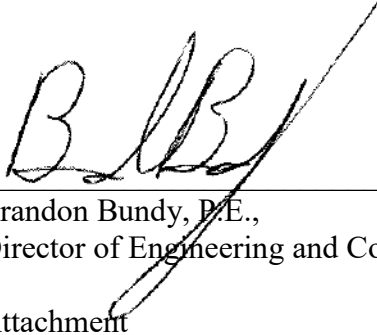
This will increase the contract price by \$1,484.03 and add days to the contract for the different benchmarks related to each building permit. The new contract end dates are as follows:

Council Chamber: 210 total days; 01/26/2023

Court Bathroom: 169 total days; 03/03/2023

Basement Bathroom: 79 total days; 03/24/2023

The funding for this project is appropriated in project #0522A1 and #0522A2.

A handwritten signature in black ink, appearing to read 'B. Bundy', is written over a horizontal line. The signature is stylized and includes a long, sweeping flourish that extends upwards and to the right.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachment

Change Order 05

Project:

Midwest City Council Chambers
COVID and ADA retrofit

100 N Midwest Blvd, Midwest City, OK 73110

Owner:

City of Midwest City

Contractor:

Downey Contracting, LLC

3217 NE 63rd St, OKC, OK 73121

Contract Information:

General Construction effective
06/30/2022

Change Order: 05

Date: 06/27/2023

The Contract is Changed as Follows:

	Contract	Council	Court Bathroom	Basement Bathroom
COR #8 Carpentry and Electrical Work Changes	\$1,484.03	53 Days	133 Days	24 Days
Total	\$1,484.03	53 Days	133 Days	24 Days
The original contract:	<u>\$668,000.00</u>	75 Days	20 Days	20 Days
The net change by previously authorized Change Orders	<u>\$4,469.37</u>	82 Days	16 Days	35 Days
The Contract Sum prior to this Change Order was	<u>\$672,469.37</u>	157 Days	36 Days	55 Days
The Contract Sum will be increased by this Change Order in the amount of	<u>\$1,484.03</u>	53 Days	133 Days	24 Days
The new Contract Sum including this Change Order will be	<u>\$673,953.40</u>	210 Days	169 Days	79 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.

Downey Contracting, LLC

CONTRACTOR

SIGNATURE

David Shaw; Project Manager

NAME AND TITLE

505 Architects LLC

ARCHITECT

SIGNATURE

William Brian Thomas, AIA, LEED AP; Principal

NAME AND TITLE

City of Midwest City

OWNER

SIGNATURE

Matthew D. Dukes II, Mayor

NAME AND TITLE

Downey Contracting, LLC
CHANGE ORDER PROPOSAL #8

Project: Midwest City Council Chambers Covid & ADA Retrofit
 Description: Finish Carpentry

Date: 15-Jun-23

DIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR COST/UNIT	LABOR COST	MAT'L COST/UNIT	MAT'L COST	EQUIP COST/UNIT	EQUIP COST	TOTAL COST
<i>Downey Contracting - Labor, Material, Equipment Costs</i>									
Carpenter- Trim around exit lights	2	HRS	32.0	\$ 64.00	\$ 25.00	\$ 50.00	5.00	\$ 10.00	\$ 124.00
Carpenter- Trim around restroom doors	6	HRS	32.0	\$ 192.00	\$ 95.00	\$ 570.00		\$ -	\$ 762.00
Carpenter-Relaminete damaged wall at back of chambers.	8	HRS	32.0	\$ 256.00	\$ 34.00	\$ 272.00		\$ -	\$ 528.00
Carpenter-Relaminete fronts of council desk.	24	HRS	32.0	\$ 768.00	\$ 50.00	\$ 1,200.00		\$ -	\$ 1,968.00
Paint Ceiling in Vestibule	1	EA	750.0	\$ 750.00	\$ 250.00	\$ 250.00		\$ -	\$ 1,000.00
Install 12 LF rubber angle at bottom of podium, drill mouse hole.	12	LF	10.0	\$ 120.00	\$ 5.00	\$ 60.00		\$ -	\$ 180.00
Trim to cover old ceiling locations	2	EA	25.0	\$ 50.00	\$ 25.00	\$ 50.00		\$ -	\$ 100.00
Paint portion of court hallway	42	SF	1.5	\$ 63.00	\$ 1.50	\$ 63.00		\$ -	\$ 126.00
TOTAL DIRECT COSTS									\$ 4,788.00

SUBCONTRACTORS

DESCRIPTION	COST	
Messer Electric- Furnish and Install 5 ea. C735QL light fixtures	\$3,525.00	
Deduct for additional days	\$-2,100.00	
Messer Electric- Deduct to omit AV closet back-up generator circuit.	\$-4,950.00	
TOTAL SUBS/SUPPLIERS COSTS		\$ (3,525.00)

INDIRECT COSTS

DESCRIPTION	QUANTITY	UNIT	LABOR RATE	LABOR COST	MAT'L COST/UNIT	MAT'L COST	TOTAL COST
Superintendent	0	MH	\$43.89	\$0.00	\$ -	\$ -	\$0.00
Gas and Pickup	0	WK		\$0.00	\$120.00	\$ -	\$0.00
Job Trailer	0	DAY		\$0.00	\$30.00	\$ -	\$0.00
Storage Trailer	0	DAY		\$0.00	\$25.00	\$ -	\$0.00
Office Supplies	0	DAY		\$0.00	\$10.00	\$ -	\$0.00
Dumpster	0	EA		\$0.00	\$450.00	\$ -	\$0.00
Daily Cleanup	0	DAY	\$120.00	\$0.00	\$ -	\$ -	\$0.00
Temporary Protection	0	LS		\$0.00	\$ -	\$ -	\$0.00
Mobile Phone	0	DAY		\$0.00	\$5.00	\$ -	\$0.00
Portable Toilets	0	DAY		\$0.00	\$5.00	\$ -	\$0.00
TOTAL INDIRECT COSTS							\$ -

COST SUMMARY

DIRECT COSTS		\$4,788.00
SUBS/SUPPLIERS		-\$3,525.00
INDIRECT COSTS		\$0.00
SUBTOTAL		\$1,263.00
Bond		\$0.00
Insurance	2.5%	\$31.58
Overhead	5%	\$63.15
Profit	10%	\$126.30
GRAND TOTAL		\$1,484.03

This change order pricing is valid for 2 days.
 An additional 210 calendar days are requested.

APPROVAL	
SIGNATURE _____	
DATE _____	



**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 : June 27, 2023

SUBJECT : Discussion, consideration, and possible action of renewing the attached list of contracts for the Engineering and Construction Services Department for FY 23-24.

Contractor	Project Description	Status	Contract	Balance
POE & Associates	Prepare plans for resurface Midwest Blvd from SE 29 th St to NE 10 th St.	Completed 90% Plans, project to bid late Fall 2023	\$241,367.00	\$154,093.78
Tunnel, Spangler & Associates, LLC	To Provide Schematic Design and Pricing for the Parkland Dr. & National Ave. Schematic Design.	Conceptual plans complete, beginning construction plans	\$368,345.00	\$238,971.99
Garver	Booster Station – 2018 GO Bond Project	Construction nearly complete, awaiting all close out documents	\$338,180.00	\$39,087.00

Each contract expires at the end of the fiscal year so it is necessary to renew these contracts. All of the above listed contractors have reviewed their contracts and an amendment signed. Per our current contract template with which most of these are based; the terms of the contract can be renewed by mutual agreement of both parties.

Brandon Bundy, P.E.,
Director of Engineering and Construction Services

**THIRD AMENDMENT
TO AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN POE & ASSOCIATES, INC.
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 1.01 and Section 7.02 of the Consultant Agreement dated September 22, 2020, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of 1.01 Basic Agreement and Period of Service section of the Consultant Agreement:

E. Per paragraph 1.01 C, the term for this Letter Agreement is to extend the agreement for one year, commencing on July 1, 2023 and ending on June 30, 2024.

Engineer, Poe & Associates, Inc.:



John R. Bowman
Senior Vice President.

Date: 6/8/23

For City of Midwest City:

Matt Dukes, II
Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney

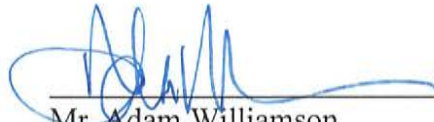
**FIRST AMENDMENT
TO LETTER AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN TUNNEL, SPANGLER & ASSOCIATES, LLC
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated May 24, 2022, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2023 and ending on June 30, 2024. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

Tunnel, Spangler & Associates, LLC.:



Mr. Adam Williamson
Senior Principle
Date: 6.8.23

For City of Midwest City:

Matt Dukes, II
Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney

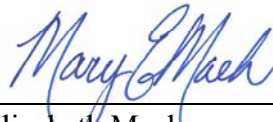
**FIRST AMENDMENT
TO LETTER AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN GARVER LLC
AND
CITY OF MIDWEST CITY**

Pursuant to Paragraph 5.A. of the Professional Services Agreement dated August 21, 2019, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added at the end of the Terms and Conditions of Services section of the Consultant Agreement:

The term for this Letter Agreement is for one year, commencing on July 1, 2023 and ending on June 30, 2024. This Letter Agreement may be extended by mutual agreement of the parties, in writing, until the Project is completed and accepted as provided herein.

Garver, LLC.:



Mary Elizabeth Mach
Water Regional Director

Date: June 16, 2023

For City of Midwest City:

Matt Dukes
Mayor

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney



Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061
www.midwestcityok.org

Memorandum

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of renewing a contract, without modification, for FY 23-24 Midstate Traffic Control, Inc. for traffic signal maintenance.

The Street Department contract with Midstate Traffic Control, Inc. is an annual five (5) year contract with provisions for total of ten (10) annual renewals. This is the seventh year for renewal of this contract. Midstate Traffic Control, Inc. has agreed to renew the contract without modification, for FY 23-24.

In FY 22-23 approximately \$107,000.00 was encumbered with Midstate Traffic Control, Inc. for Traffic Signal Maintenance.

Action is at the discretion of the Council.

R. Paul Streets
Public Works Director



Public Works Director
R. Paul Streets
pstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1061 /Fax: 405-739-1090

June 6, 2023

Midstate Traffic Control, Inc.
Attn: Len Scantling
12501 N Santa Fe Ave
Oklahoma City, OK 73114

"Traffic Signal Maintenance"

Dear Mr. Scantling,

It is time to renew the City of Midwest City's contracts for FY 2023/24. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your answer, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Public Works Director

Yes, we agree to continue the present contract without modification.
No, we are not able to continue the present contract without modification.
Yes, we agree to continue the present contract with modification.

Sign: Title: Exec. V. President Date: 6/7/2023

**FIRST AMENDMENT TO AGREEMENT
FOR TRAFFIC SIGNAL MAINTENANCE
BETWEEN MIDSTATE TRAFFIC CONTROL, INC.
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between Midstate Traffic Control, Inc. and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for one year, commencing on July 1, 2023 and ending on June 30, 2024.

The terms in the attachment hereto shall modify the original contract. All other terms and conditions contained in the original contract shall remain in full force and effect.



(Name)

Exec. V. President

(Title)

Date: *6/7/2023*

Midwest City Municipal Authority:

Matt Dukes, II
Chair

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

Memorandum

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: June 27, 2023

SUBJECT: Discussion, consideration and possible action of renewing the utility bill production agreement with Dataprose, LLC contract, without modifications for FY 23-24.

Dataprose, LLC, has agreed to renew the present contract without modification for FY 23-24. Staff has been pleased with the service.

Action is at the discretion of the Council. Staff recommends approval.

A handwritten signature in black ink that reads "Sara Hancock".

Sara Hancock, City Clerk

Attachment



City Clerk
100 N. Midwest Blvd
Midwest City, OK 73110
office 405.739.1240

June 15, 2023

Dataprose
Attn: COO
1122 W Bethel Rd
Coppell, TX 75019

Dataprose Production Agreement dated 8/12/14 and
First Amendment to Agreement dated 08/01/22

It is time to re-new the city of Midwest City's contracts for FY 23/24 that will begin on July 1, 2023. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to re-new our current contract under its present terms and conditions. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Sara Hancock
City Clerk

✓ COO

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Dataprose:

Sign: [Signature] Title: COO Date: 6/19/23

City of Midwest City:

Sign: _____ Title: _____ Date: _____



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : June 27, 2023

SUBJECT : Discussion, consideration and possible action of reappointing Chris Clark and appointing Kahle Wilson to three year terms for the City of Midwest City Building Advisory Board.

In accordance with Sec. 9-17 of the Municipal Code, the Building Advisory Board consists of seven (7) members. Ownership, operation or involvement in the building, construction or development business within the city shall qualify one to serve on the board. The board members shall be appointed by the mayor and approved by the city council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner proved for cause.

The Building Advisory Board shall act in an advisory capacity to the mayor and city council as regards building codes, construction, development requirements and related matters of interest to the city. The builder's advisory board shall meet at such times as meetings are called. The next meeting is set for September 13, 2023.

Chris Clark is qualified to serve on the board per ordinance. He was first appointed to the board in 2019 and would be honored to be considered for this appointment once again.

Mr. Kahle Wilson has been nominated by the Building Advisory Board chairman, Alan Clark, to replace outgoing and longtime board member Jim Campbell. Mr. Wilson was vetted by city staff through CMS Willowbrook. Mr. Wilson is the President of Design Architects Plus, one of the major architectural firms in Oklahoma. Mr. Wilson has led Design Architects Plus to be one of the top leaders in educational facilities and has produced over \$100 million dollars in educational work over the last four years. Projects in Midwest City include the Carl Albert High School Gymnasium, Carl Albert High School's Gary Rose Stadium and Harris Field, as well as the Midwest City High School's Rose Field and Jim Darnell Stadium.

Current members are as follows:

	Qualifier	Expires
Vacant		
Chris Clark	Builder	07/25/2023
Charlie Hartley	Builder	05/28/2024
Jim McWhirter	Builder	06/24/2025
Joel Bryant	Builder	06/24/2025
Jesse Stemper	Contractor/Remodels	10/09/2025
Allen Clark	Commercial Builder	12/09/2025

Randall J. Fryar

Randall J. Fryar, Chief Building Official



Memorandum

TO: Honorable Mayor and City Council

FROM: Sid Porter, Chief of Police

DATE: June 27, 2023

SUBJECT: Discussion, consideration, and possible action of declaring (2) Chevrolet Caprices and (4) Chevrolet Impalas and their contents, 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 item be declared surplus. These vehicles are not estimated to have a value or sell for \$10,000.00 or more.

Items for surplus:

06-00-49 2006 Chevy Impala VIN #6G3NS5U28EL931105
06-00-16 2014 Chevy Caprice VIN #2G1WS551X69399431
06-00-78 2009 Chevy Impala VIN #2G1WS57M491317137
06-00-82 2017 Chevy Caprice VIN # 6G3NS5U24HL312490
06-00-89 2012 Chevy Impala VIN #2G1WD5E30C1155535
06-00-98 2012 Chevy Impala VIN #2G1WD5E37C1277292

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



DISCUSSION ITEMS





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: June 27, 2023

RE: Discussion, consideration, and possible action regarding a 3.0 percent across the board increase to the base salary of City Employees not covered by a collective bargaining agreement, to be effective July 1, 2023.

Staff is recommending an across the board increase of 3.0 percent to the base salary of City Employees not covered by a collective bargaining agreement (including part-time employees), to be effective July 1, 2023. This is uniform with the proposed increase for Employees covered by the collective bargaining agreements with the Local IAFF Unit.

Troy Bradley, Human Resources Director



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
tlyon@midwestcityok.org
Office: 405.739.1201
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, City Manager

DATE: June 27, 2023

SUBJECT: Discussion, consideration, and possible action to enter 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 of the public body when 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 authorizing the City Manager to take action as appropriate based on discussion regarding 1) Resolution 2023-12 that declared buildings 401A, 401B, 403, 405, 407, 409, 411, 413, 415, 433, 437, and 439 located at 1200 N Air Depot Blvd as dilapidated; and 2) the legal opinion of outside counsel regarding contractual issues

Resolution 2023-12 was passed at the May 16, 2023 City Council meeting. Appropriate information will be dispersed during executive session.



Tim L. Lyon, City Manager



DISCUSSION ITEMS
Continued





City Attorney, Donald D. Maisch

100 N. Midwest Boulevard
Midwest City, OK 73110
DMaisch@midwestcityok.org
Office: 405.739.1203
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Sid Porter, Police Chief

Date: June 27, 2023

RE: Discussion, consideration, and possible action of signing and executing the School Resource Officer Mutual Cooperation Agreement with the Mid-Del School System for the time period of July 1, 2023 – June 30, 2024. Mid-Del School System to pay the City the amount of \$169,884.04 for the term of the contract. (S. Porter – Police Chief).

For more than ten (10) years the City of Midwest City has provided a Safety Resource Officer or Officers for the Mid-Del School System. This agreement reflects what the City has been providing over the past few years, that there will be two resource officers assigned to the Mid-Del School System, one for Midwest City High School and one for Carl Albert High School. The agreement specifies the duties of the Safety Resource Officers. The assignment is from August of 2023 – May of 2024. The City and the Mid-Del School System have agreed that Mid-Del will pay the City the total sum of \$169,884.04 for the two Safety Resource Officers for the ten (10) months. The City will pick up the salary of the officers for the other two months (June and July) and assign the officers other duties during these two months.

Approval is at the discretion of the City Council

Sid Porter
Police Chief

School Resource Officer
Mutual Cooperation Agreement

This mutual cooperation agreement made and entered into this 1st day of July, 2023, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "City", and the Mid-Del School District of Oklahoma County, Oklahoma, hereinafter referred to as "District", WITNESSETH.

PURPOSE:

The purpose of establishing the terms under this agreement is to provide for the increased safety and security of the public schools of the District through the placement of a School Resource Police Officer in said schools.

ADMINISTRATION:

This agreement shall be administered by the City Manager, Chief of Police of the City and the District Superintendent. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of the disputes. The City Manager and the Chief of Police of the City shall receive from the District periodic recommendations and suggestions as to the needs of the District. These recommendations shall be submitted by the District Superintendent.

CONSIDERATION:

The District agrees to pay the City (\$169, 884.04) for the use of two (2) School Resource Officers for the period of (10) months, August to May, of the contract. The District will pay the City \$16,988.40 (Sixteen Thousand Nine Hundred Eighty Eight Dollars and Forty Cents) a month after each completed month of service. The City will pay any remaining balance of the Officer's yearly salary, benefits and any appropriate collective bargaining agreement terms.

TERM OF AGREEMENT:

This agreement shall be in effect as the date the agreement is signed by the initiating parties and shall renew automatically unless otherwise modified. All parties signatory to this agreement may terminate participation upon thirty (30) days notice to all other signed parties to the agreement. The intent of both parties is to support and grow the program for the future.

AGENCY REPRESENTATIVES:

The parties will develop and implement procedures for ongoing evaluations/ meetings and will, at least annually review and if necessary, recommend any changes, MODIFICATION OF AGREEMENT:

Modification of this agreement shall be made only by consent of the initiating parties. Such shall be made with the same formalities as were followed in this agreement and shall include a written document setting forth the modifications, signed by all the consenting parties.

QUALIFICATIONS:

The Officers shall be a duly certified police officers of the City and shall perform those tasks and duties delineated in the job description as approved by the administrators, City agrees and guarantees that the police officers will be, at all times, a certified Peace Officer for the State of Oklahoma and meet all requirements as set forth by the Oklahoma Council of Law Enforcement and Training, the City of Midwest City, Oklahoma and as may be required by law, City warrants to District that the police officers are fully trained in the proper and appropriate law enforcement use of all equipment issued to or allowed by City for use by police officers, including, but not limited to any weapons or equipment designed to or capable of causing harm to persons or property,

Assignment of School Resource Officer:

1. City agrees to provide a police officer to serve as a School Resource Officer (SRO) at the following District school locations:

Midwest City High School, 213 Elm Drive

Carl Albert High School, 2009 S. Post Road

2. The primary function of the School Resource Officer shall be to insure the safety of the students and faculty and provide campus security. Specifically, the School Resource Officer shall assist in limiting access to the school grounds to authorized persons, provide police protection of school property, personnel and students, investigate criminal acts on school grounds and serve as liaison between the school, the police department, juvenile officials, probation officials, courts and other agencies of the juvenile justice system.

Duties of School Resource Officer:

The SRO's duties will include, but not be limited to, the following:

- A. To be an extension of the Principal's office for assignments consistent with this Agreement

- B. To be a visible, active law enforcement figure on campus dealing with law enforcement matters and school code violations originating on the assigned campus.
- C. To act as the designee of the campus Administrator in maintaining the physical plant of the assigned campus to provide a safe environment as to law enforcement matters and school code violations. This includes building(s), grounds, parking lot(s), lockers and other public school property.
- D. To provide a classroom resource for law education using approved materials.
- E. To be a resource for students which will enable them to be associated with a law enforcement figure in the students' environment.
- F. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions.
- G. To be available for school activities and -organizations associated with the campus and as a speaker on a variety of requested topics. Any activities outside normal business hours that a SRO is requested to attend will be financially compensated by the District.
- H. The SRO will not be involved in ordinary school discipline, UNLESS it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the Principal and the SRO agree that the SRO's assistance is needed to maintain a safe and proper school environment would the Principal request SRO involvement.
- I. If the Principal believes that in a given situation or incident there is a law violation, the Principal may request SRO involvement.
- J. All law enforcement agencies requesting to conduct a formal police interview, interrogation, and arrest of any student should be referred to the campus SRO.
- K. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency and delinquency prone youths and their families. Referrals will be made when necessary.
- L. The SRO and the Principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
- M. The SRO is first and foremost a Law Enforcement Officer. This fact must be constantly reinforced.

N. The SRO may be asked to provide community wide crime prevention presentations that include, but are not limited to:

Drugs and the law—Adult and juvenile;
Alcohol and the law—Adult and juvenile;
Sexual assault prevention;
Safety programs—Adult and juvenile;

Bullying—In person and through cyberspace;

Assistance in other crime prevention programs as assigned.

O. The SRO will wear approved Department uniform.

P. The SRO will wear their Department authorized duty weapons in accordance with Department policy,

Q. The School Resource Officer shall attend professional development training as required by the City, District and SRO training. This training will be scheduled outside the School Resource Officer's normal operating hours

Hours of Work:

A. Unless otherwise directed by the Principal, City shall assign an SRO to work during the instructional days of the school year from August through May. Hours of work will be Monday through Friday, eight hours a day with Saturday and Sunday off. Subject to approval of the Chief of Police, each Principal shall be responsible for determining a consistent eight hour schedule per day for the SRO assigned to that Principal's campus, The SRO may attend outside activities associated with the school and shall coordinate these events with their immediate supervisor. The City may compensate the SRO for these events only if approved by an immediate supervisor, however, it will be the responsibility of the district to compensate the SRO (on a contractual basis) any event the district deems appropriate to have a SRO present.

Access to Education Records:

A. School officials shall allow the SRO to inspect and copy any public records maintained by the school to the extent allowed by law.

B. If confidential student records information is needed by an SRO, the information may be released only as allowed by law.

Employment of School Resource Officers:

- A. The SRO shall be an employee of the Police Department and shall be subject to the administration, supervision and control of the Police Department.
- B. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of the Agreement.
- C. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.
- D. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police who shall assign such officers. If a Principal is dissatisfied with an SRO who has been assigned, that principal may request through the Security and Safety Coordinator of the district a new officer, The Security and Safety Coordinator of the district will forward the request to the Chief of Police for assignment of a different officer as the SRO for that school.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees,

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon thirty (30) days notice.

WITNESS OUR HANDS this day and year first above written.

APPROVED by the Council and SIGNED by the Mayor for The City of Midwest City this _____ day of _____, 2023.

THE CITY OF MIDWEST CITY

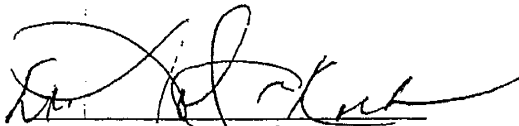
MATTHEW DUKES
MAYOR

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY

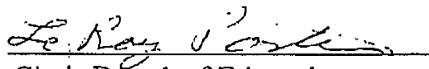
By "District":



President of the Board of Education

4-10-23
Date

Attest:



Clerk-Board of Education

4-10-23
Date



FURTHER INFORMATION





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

TO: Honorable Mayor and City Council
FROM: Tiatia Cromar, Finance Director/ City Treasurer
DATE: June 27, 2023
SUBJECT: Review of the City Manager's Report for the month of May 2023.

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

Parks & Recreation (123) decreased due to the payment for:	
Multi-Athletic Center PH2	<\$273,493>
2018 Election G. O. Bond (270) decreased because of the payments for:	
Capital Outlay	<\$181,998>
2018 G.O. Bonds Proprietary (271) decreased due to the payments for:	
Capital Outlay	<\$235,667>
2022 Issue G.O. Bond (272) decreased because of the payments for:	
Capital Outlay	<\$563,278>
G.O. Debt Services (350) decreased due to the following activities:	
Series 2019A interest payment	<\$239,250>
Series 2019A principal payment	<\$725,000>
Series 2020A interest payment	<\$72,531>
Series 2020A principal payment	<\$275,000>
Series 2021A interest payment	<\$93,700>
Series 2021A principal payment	<\$375,000>
MWC Hospital Authority (425) activities for May:	
Compounded Principal (9010) - unrealized gain on investment	\$307,520
Discretionary (9050) - unrealized gain on investment	\$137,503

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending May, 2023
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	7,120,964	(33,077)	6,202,732	3,770,061	(2,884,905)	885,155	7,087,887
10	GENERAL	15,958,745	(157,041)	13,381,189	42,543,791	(40,123,276)	2,420,515	15,801,704
11	CAPITAL OUTLAY RESERVE	-	-	730,854	6,502	(737,355)	(730,854)	-
13	STREET AND ALLEY FUND	1,892,212	-	1,545,784	530,617	(184,189)	346,428	1,892,212
14	TECHNOLOGY FUND	704,279	-	608,488	310,523	(214,733)	95,791	704,279
15	STREET LIGHT FEE	1,188,365	-	1,410,644	567,814	(790,094)	(222,280)	1,188,365
16	REIMBURSED PROJECTS	1,927,968	(1)	1,218,188	1,394,866	(685,087)	709,779	1,927,967
20	MWC POLICE DEPARTMENT	13,275,967	(4,092)	10,821,631	18,170,635	(15,720,390)	2,450,245	13,271,875
21	POLICE CAPITALIZATION	1,468,142	-	1,171,789	1,507,521	(1,211,168)	296,353	1,468,142
25	JUVENILE FUND	93,819	-	75,439	49,502	(31,122)	18,380	93,819
30	POLICE STATE SEIZURES	109,104	-	101,472	10,036	(2,404)	7,631	109,104
31	SPECIAL POLICE PROJECTS	81,181	-	84,349	5,336	(8,503)	(3,167)	81,181
33	POLICE FEDERAL PROJECTS	240	-	45,893	152	(45,806)	(45,653)	240
34	POLICE LAB FEE FUND	19,736	-	30,303	364	(10,930)	(10,566)	19,736
35	EMPLOYEE ACTIVITY FUND	18,589	(1,078)	16,725	14,716	(13,930)	786	17,511
36	JAIL	185,674	-	209,742	64,161	(88,230)	(24,068)	185,674
37	POLICE IMPOUND FEE	102,050	-	111,802	34,408	(44,159)	(9,752)	102,050
40	MWC FIRE DEPARTMENT	9,328,470	(4)	7,340,176	14,016,298	(12,028,007)	1,988,290	9,328,466
41	FIRE CAPITALIZATION	2,205,965	-	1,767,754	639,053	(200,841)	438,211	2,205,965
45	MWC WELCOME CENTER	462,196	-	341,538	193,207	(72,548)	120,658	462,196
46	CONV / VISITORS BUREAU	558,236	-	388,480	371,092	(201,337)	169,756	558,236
60	CAPITAL DRAINAGE IMP	442,757	-	509,632	439,916	(506,791)	(66,875)	442,757
61	STORM WATER QUALITY	1,457,316	-	1,291,987	756,408	(591,078)	165,329	1,457,316
65	STREET TAX FUND	2,365,276	-	2,104,415	564,036	(303,175)	260,861	2,365,276
70	EMERGENCY OPER FUND	1,361,984	-	1,103,988	801,009	(543,013)	257,996	1,361,984
75	PUBLIC WORKS ADMIN	1,055,879	-	862,661	1,221,159	(1,027,940)	193,219	1,055,879
80	INTERSERVICE FUND	604,231	-	732,643	2,561,038	(2,689,450)	(128,412)	604,231
81	SURPLUS PROPERTY	675,960	(546,147)	121,392	59,043	(50,622)	8,421	129,813
115	ACTIVITY FUND	477,153	(3,576)	420,799	244,054	(191,277)	52,777	473,576
123	PARK & RECREATION	1,730,093	(18,164)	1,890,199	687,951	(866,221)	(178,270)	1,711,929
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	681,507	(681,507)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	182,021	(2,577)	193,333	22,034	(35,923)	(13,889)	179,444
143	GRANT FUNDS	88,544	(28,544)	60,000	1,398,488	(1,398,488)	-	60,000

City of Midwest City
Financial Summary by Fund
for Period Ending May, 2023

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2022 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	3,310,780	-	3,046,637	1,157,439	(893,296)	264,144	3,310,780
172	CAP. WATER IMP-WALKER	3,470,641	-	2,126,130	1,455,205	(110,694)	1,344,511	3,470,641
178	CONST LOAN PAYMENT REV	4,561,450	(25,605)	3,829,887	727,497	(21,539)	705,958	4,535,845
184	SEWER BACKUP FUND	78,033	-	78,442	1,185	(1,595)	(409)	78,033
186	SEWER CONSTRUCTION	7,899,012	-	6,333,540	1,432,096	133,376	1,565,472	7,899,012
187	UTILITY SERVICES	817,746	(924)	569,162	1,188,996	(941,335)	247,660	816,822
188	CAP. SEWER IMP.-STROTH	1,837,059	-	1,492,855	745,923	(401,719)	344,204	1,837,059
189	UTILITIES CAPITAL OUTLAY	2,727,602	(105,698)	2,370,728	405,138	(153,962)	251,177	2,621,904
190	MWC SANITATION DEPARTMENT	6,424,033	-	5,697,494	7,870,626	(7,144,086)	726,540	6,424,033
191	MWC WATER DEPARTMENT	4,752,812	-	4,186,677	6,980,309	(6,414,174)	566,135	4,752,812
192	MWC SEWER DEPARTMENT	5,622,225	(22)	4,288,741	7,694,445	(6,360,983)	1,333,462	5,622,203
193	MWC UTILITIES AUTHORITY	1,027,240	-	1,012,225	15,604	(588)	15,016	1,027,240
194	DOWNTOWN REDEVELOPMENT	479,221	(10,645)	572,042	8,534	(112,000)	(103,466)	468,576
195	HOTEL/CONFERENCE CENTER	322,468	(1,087,066)	(593,157)	3,337,728	(3,509,169)	(171,441)	(764,598)
196	HOTEL 4% FF&E	725,880	-	633,934	949,829	(857,883)	91,946	725,880
197	JOHN CONRAD REGIONAL GOLF	933,927	(297,481)	(11,052)	1,877,108	(1,229,610)	647,498	636,445
201	URBAN RENEWAL AUTHORITY	98,291	-	48,711	50,886	(1,306)	49,580	98,291
202	RISK MANAGEMENT	846,802	(37)	1,105,412	1,096,941	(1,355,588)	(258,647)	846,766
204	WORKERS COMP	4,150,078	-	3,922,674	762,181	(534,777)	227,404	4,150,078
220	ANIMALS BEST FRIEND	73,419	(2,000)	78,729	86,453	(93,763)	(7,310)	71,419
225	HOTEL MOTEL FUND	-	-	-	623,466	(623,466)	-	-
230	CUSTOMER DEPOSITS	1,562,583	(1,562,583)	-	23,669	(23,669)	-	-
235	MUNICIPAL COURT	109,928	(109,928)	-	1,480	(1,480)	-	-
240	L & H BENEFITS	2,565,705	(79,267)	2,593,797	8,905,881	(9,013,240)	(107,359)	2,486,438
250	CAPITAL IMP REV BOND	2,801,245	(39,519,923)	(40,455,318)	15,354,253	(11,617,613)	3,736,639	(36,718,678)
269	2002 G.O. STREET BOND	211,723	-	281,459	3,673	(73,409)	(69,736)	211,723
270	2018 ELECTION G.O. BOND	8,748,254	(269,015)	12,820,735	204,976	(4,546,472)	(4,341,496)	8,479,239
271	2018 G.O. BONDS PROPRIETARY	452,133	(121,172)	1,710,655	11,319	(1,391,013)	(1,379,694)	330,961
272	2022 ISSUE G.O. BOND	2,641,907	(135,212)	5,580,752	61,871	(3,135,928)	(3,074,057)	2,506,694
310	DISASTER RELIEF	8,476,272	(195,144)	11,223,265	1,547,160	(4,489,298)	(2,942,137)	8,281,128
340	REVENUE BOND SINKING FUND	-	-	-	6,687,331	(6,687,331)	-	-
350	G. O. DEBT SERVICES	2,974,276	(14,576)	2,746,704	3,987,308	(3,774,312)	212,996	2,959,700
352	SOONER ROSE TIF	1,613,296	-	867,568	1,131,597	(385,870)	745,727	1,613,296
353	ECONOMIC DEV AUTHORITY	59,339,010	(50,316,265)	4,866,817	5,705,003	(1,549,074)	4,155,929	9,022,746
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	107,651,649	(17,294)	103,095,471	7,064,663	(2,525,778)	4,538,885	107,634,356
425-9050	MWC HOSP AUTH-DISCRETIONARY	20,497,806	(7,600)	17,187,434	4,214,065	(911,293)	3,302,772	20,490,206
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	10,863,595	-	10,081,716	1,015,179	(233,299)	781,880	10,863,596
425-9080	MWC HOSP AUTH GRANTS	93,916	-	135,671	515,512	(557,267)	(41,755)	93,916
	TOTAL	347,911,160	(94,671,756)	230,428,584	188,539,827	(165,729,004)	22,810,823	253,239,406



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: June 27, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

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 April 2023, which is the tenth (10) period of the FY 2022/2023.

Troy Bradley, Human Resources Director

FISCAL YEAR 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430		
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109		
PLAN CLAIMS/ADMIN COSTS	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459		
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841		
EXCESS INCOME vs. EXPENDITURES	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971		
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732		
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
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	887,972	856,646	881,245	866,030
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	8,014,384	8,871,030	9,752,275	10,618,305
PLAN CLAIMS/ADMIN COSTS	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
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	676,548	674,589	897,321	718,526
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	7,174,734	7,849,323	8,746,644	9,465,170
EXCESS INCOME vs. EXPENDITURES	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
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	211,424	182,057	-16,076	147,504
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	839,650	1,021,707	1,005,631	1,153,135

April 10/FY 2023: \$2,561,329

April 10/FY 2022: \$2,461,632

April 10/FY 2021: \$1,286,061

April 10/FY 2020: \$1,385,492

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



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: June 27, 2023
RE: Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.

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 May 2023, which is the eleventh (11) period of the FY 2022/2023.

Troy Bradley, Human Resources Director

FISCAL YEAR 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
PLAN INCOME												
Projected Budgeted (MTD)	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885	821,885
Actual (MTD)	790,434	884,482	800,157	807,616	807,917	792,497	798,910	798,616	800,050	821,430	804,100	
Projected Budgeted (YTD)	821,885	1,643,770	2,465,655	3,287,540	4,109,425	4,931,310	5,753,195	6,575,080	7,396,965	8,218,850	9,040,735	9,862,620
Actual (YTD)	790,434	1,674,916	2,475,073	3,282,689	4,090,606	4,883,103	5,682,013	6,480,629	7,280,679	8,102,109	8,906,209	
PLAN CLAIMS/ADMIN COSTS	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	744,605	930,756	744,605	930,756	744,605	744,605	930,756	744,605	744,605	744,605	930,756	744,605
Actual (MTD)	801,455	1,114,999	734,533	861,832	864,708	665,891	774,525	842,342	777,097	696,459	884,587	
Projected Budgeted (YTD)	744,605	1,675,361	2,419,966	3,350,722	4,095,327	4,839,932	5,770,688	6,515,293	7,259,898	8,004,503	8,935,259	9,679,864
Actual (YTD)	801,455	1,916,454	2,650,987	3,512,819	4,377,527	5,043,418	5,817,943	6,660,285	7,437,382	8,133,841	9,018,428	
EXCESS INCOME vs. EXPENDITURES	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Projected Budgeted (MTD)	77,280	-108,871	77,280	-108,871	77,280	77,280	-108,871	77,280	77,280	77,280	-108,871	77,280
Actual (MTD)	-11,021	-230,517	65,624	-54,216	-56,791	126,606	24,385	-43,726	22,953	124,971	-80,487	
Projected Budgeted (YTD)	77,280	-31,591	45,689	-63,182	14,098	91,378	-17,493	59,787	137,067	214,347	105,476	182,756
Actual (YTD)	-11,021	-241,538	-175,914	-230,130	-286,921	-160,315	-135,930	-179,656	-156,703	-31,732	-112,219	
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
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	887,972	856,646	881,245	866,030
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	8,014,384	8,871,030	9,752,275	10,618,305
PLAN CLAIMS/ADMIN COSTS	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
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	676,548	674,589	897,321	718,526
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	7,174,734	7,849,323	8,746,644	9,465,170
EXCESS INCOME vs. EXPENDITURES	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
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	211,424	182,057	-16,076	147,504
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	839,650	1,021,707	1,005,631	1,153,135

May 11/FY 2023: \$2,480,842
 May 11/FY 2022: \$2,448,556
 May 11/FY 2021: \$1,434,557
 May 11/FY 2020: \$1,522,588

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



The City Of Midwest City Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405)739-1005

Date: June 27, 2023
To: Honorable Mayor and City Council
From: Mike S. Stroh, Neighborhood Services Director
Subject: Code Enforcement Report

Code Enforcement report for April and May of 2023.

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 1/1/2023 to 5/31/2023

Cases Created by AssignedTo

BKELTON	67
BWOOD	554
DPATTERSON	880
ECUMMINGS	1,495
GVANGILDER	74
JCRUTCHER	120
JonesEM	613
MilleBC	18
SBARNARD	337
Total:	4,158

Cases Created by Category

CE Other Nuisance	595
CE Rubbish	328
CE Structures	1,518
CE Tall Grass & Weeds	609
CE Trash & Debris	853
CE Vehicles	255
Total:	4,158

Cases Created by Ward

	13
1	962
2	1,461
3	450
4	451
5	2,007
6	510
Total:	5,854

Reinspections

BKELTON	67
BWOOD	337
DPATTERSON	552
ECUMMINGS	1,349
GVANGILDER	75
JCRUTCHER	18
JonesEM	479
MilleBC	8
SBARNARD	77
Total:	2,962

Citations

BWOOD	14
DPATTERSON	11
ECUMMINGS	87
SBARNARD	4
Total:	116

Cases With Abatement Contracts

BKELTON	6
BWOOD	13
DPATTERSON	25
ECUMMINGS	56
GVANGILDER	5
JCRUTCHER	1
JonesEM	20
Total:	126

Cases "Cleared" (Closed)

BKELTON	60
BWOOD	429
DPATTERSON	557
ECUMMINGS	1,115
GVANGILDER	67
JCRUTCHER	55
JonesEM	294
MilleBC	18
SBARNARD	118
Total:	2,713



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 4/1/2023 to 4/30/2023

Cases Created by AssignedTo

BKELTON	30
BWOOD	95
DPATTERSON	202
ECUMMINGS	297
GVANGILDER	18
JCRUTCHER	16
JonesEM	193
SBARNARD	86
Total:	937

Cases Created by Category

CE Other Nuisance	108
CE Rubbish	74
CE Structures	383
CE Tall Grass & Weeds	150
CE Trash & Debris	169
CE Vehicles	53
Total:	937

Cases Created by Ward

	3
1	243
2	334
3	88
4	37
5	628
6	84
Total:	1,417

Reinspections

BKELTON	31
BWOOD	66
DPATTERSON	159
ECUMMINGS	275
GVANGILDER	21
JonesEM	181
Total:	733

Citations

BWOOD	2
DPATTERSON	2
ECUMMINGS	11
Total:	15

Cases With Abatement Contracts

BWOOD	2
DPATTERSON	7
ECUMMINGS	9
JonesEM	3
Total:	21

Cases "Cleared" (Closed)

BKELTON	27
BWOOD	63
DPATTERSON	127
ECUMMINGS	191
GVANGILDER	16
JCRUTCHER	4
JonesEM	83
SBARNARD	2
Total:	513



The City of Midwest City
Neighborhood Services Department
Code Enforcement - Neighborhood Initiative - Property Maintenance

Code Enforcement Summary Report - 5/1/2023 to 5/31/2023

Cases Created by AssignedTo

BKELTON	36
BWOOD	188
DPATTERSON	229
ECUMMINGS	384
GVANGILDER	37
JCRUTCHER	31
JonesEM	263
SBARNARD	36
Total:	1,204

Cases Created by Category

CE Other Nuisance	160
CE Rubbish	73
CE Structures	325
CE Tall Grass & Weeds	446
CE Trash & Debris	157
CE Vehicles	43
Total:	1,204

Cases Created by Ward

	2
1	402
2	668
3	270
4	68
5	920
6	80
Total:	2,410

Reinspections

BKELTON	35
BWOOD	81
DPATTERSON	59
ECUMMINGS	226
GVANGILDER	35
JCRUTCHER	1
JonesEM	142
SBARNARD	1
Total:	580

Citations

DPATTERSON	1
ECUMMINGS	4
Total:	5

Cases With Abatement Contracts

BKELTON	6
BWOOD	5
DPATTERSON	6
ECUMMINGS	14
GVANGILDER	4
JCRUTCHER	1
JonesEM	8
Total:	44

Cases "Cleared" (Closed)

BKELTON	32
BWOOD	128
DPATTERSON	75
ECUMMINGS	196
GVANGILDER	32
JCRUTCHER	5
JonesEM	110
SBARNARD	1
Total:	579



MUNICIPAL AUTHORITY AGENDA

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

June 27, 2023 – 6:01 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority 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(s) will be removed and heard in regular order.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$1,167,257; expenditures/Transfers Out (00) \$1,167,257. Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$625,752. Customer Deposits Fund, revenue/Investment Interest (00) \$18,669; expenditures/Transfers Out (00) \$18,669. Water Fund, revenue/Transfers In (00) \$18,669. Capital Drainage Fund, expenditures/Drainage Improvements (72) \$40,000. Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$1,000. Sanitation Fund, expenditures/Sanitation (41) \$48,267. Golf Fund, expenditures/John Conrad (47) \$234,794; expenditures/Hidden Creek (48) \$4,869. (Finance - T. Cromar)
3. Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for Capital Improvement Revenue bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024. (Finance - T. Cromar)
4. Discussion, consideration, and possible action of approving renewing Municipal Authority contracts without modification for FY 23-24 with Mid America Hydro Tech for Water Treatment Coagulation Polymer and Republic Services for Commercial Sanitation Services of Roll Off's and Compactors. (Public Works - R. Paul Streets)

5. Discussion, consideration, and possible action of accepting two (2) Temporary Easements from to the City of Midwest City, across certain parcels of land located within the corporate boundaries of Midwest City in Section 35, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Engineering & Construction Services - B. Bundy)
6. Discussion, consideration, and possible action of approving a renewal of an annual contract, with modification, for FY 23-24 with Waste Management of Oklahoma, Inc. for landfill charges. (Public Works - R. Paul Streets)
7. Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Drinking Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, if necessary, and (3) containing other provisions related thereto. (Public Works - R. Paul Streets)
8. Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Drinking Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto. (Public Works - Paul R. Streets)
9. Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water, wastewater, and stormwater master planning efforts for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto. (Public Works - R. Paul Streets)
10. Discussion, consideration, and possible action of declaring forty (40) four (4) yard dumpsters from the Sanitation Department as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary. (Public Works - R. Paul Streets)

- 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 Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. FURTHER INFORMATION.
1. Review of the monthly report on the current financial condition of the Delta Hotel at the Reed Center for the period ending May 31, 2023. (Director of Operations - R. Rushing)
- E. 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

June 13, 2023

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

Chairman Matt Dukes called the meeting to order at 6:49 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Eads and Bain.

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception of Items 2 and 3, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors and Dukes. Nay: none. Absent: Eads and Bain. Motion carried.

1. Discussion, consideration, and possible action of approving the May 16, 2023 meeting minutes.
3. **Discussion, consideration and possible action regarding renewing the Sales Tax Agreement required for Capital Improvement Revenue bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024.** No Action Taken.
4. Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing sewer system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto. No Action Taken.
2. **Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Golf Fund, revenue/Miscellaneous (00) \$5,510; expenditures/John Conrad Regional Golf (47) \$5,510.**

Cromar and Lyon addressed the council. After staff and council discussion, Reed made a motion to approve, seconded by Favors. Voting Aye: Byrne, Reed, Favors, and Dukes. Nay: Bana. Absent: Eads and Bain. Motion Carried.

DISCUSSION ITEM.

1. **Public hearing with discussion, consideration and vote on a resolution of the Midwest City Municipal Authority approving its budget for Fiscal Year 2023-2024 in the amount of \$52,313,916.**

Byrne made a motion to approve Resolution MA2023-02, seconded by Reed. Voting Aye: Byrne, Reed, Favors, and Dukes. Nay: Bana. Absent: Eads and Bain. Motion Carried.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:53 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: June 27, 2023

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2022-2023, increase: Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$1,167,257; expenditures/Transfers Out (00) \$1,167,257. Capital Imp Rev Bond Fund, revenue/Transfers In (00) \$625,752. Customer Deposits Fund, revenue/Investment Interest (00) \$18,669; expenditures/Transfers Out (00) \$18,669. Water Fund, revenue/Transfers In (00) \$18,669. Capital Drainage Fund, expenditures/Drainage Improvements (72) \$40,000. Capital Water Improvements Fund, expenditures/Capital Water Improvements (49) \$1,000. Sanitation Fund, expenditures/Sanitation (41) \$48,267. Golf Fund, expenditures/John Conrad (47) \$234,794; expenditures/Hidden Creek (48) \$4,869.

The first supplement is needed to increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 22-23 expenditures. The second supplement is needed to increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 22-23 expenditures. The third and fourth supplements are needed to increase the budget for the revenue & transfer out of Fund 230 to Fund 191 to end FY 22-23. The fifth through eighth supplements are needed to increase the budget for the expenditures to end FY 22-23.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

June 27, 2023

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	1,167,257			
00	Transfers Out			1,167,257	
		<u>1,167,257</u>	<u>0</u>	<u>1,167,257</u>	<u>0</u>

Explanation:
To increase the budget for the transfers in and transfers out from the General Fund/Share of Revenue to the Bond, Police and Fire to end FY 22-23 expenditures.

Fund CAPITAL IMP REV BOND (250)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	625,752			
		<u>625,752</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To increase the budget for the transfers in and transfers out from the Sales Tax Capital Improv. that are directly related to sales & use tax to end FY 22-23 expenditures.

Fund CUSTOMER DEPOSITS (230)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Investment Interest	18,669			
00	Transfers Out			18,669	
		<u>18,669</u>	<u>0</u>	<u>18,669</u>	<u>0</u>

Explanation:
To increase the budget for the revenue & transfer out of Fund 230 to Fund 191 to end FY 22-23.

Fund WATER (191)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	18,669			
		<u>18,669</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
To increase the budget for the revenue & transfer out of Fund 230 to Fund 191 to end FY 22-23.

SUPPLEMENTS

June 27, 2023

Fund CAPITAL DRAINAGE (060)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
72	Drainage Improvements			40,000	
		0	0	40,000	0

Explanation:
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.

Fund CAPITAL WATER IMPROVEMENTS (172)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
49	Capital Water Improvements			1,000	
		0	0	1,000	0

Explanation:
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.

Fund SANITATION (190)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
41	Sanitation			48,267	
		0	0	48,267	0

Explanation:
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.

Fund GOLF (197)		BUDGET AMENDMENT FORM Fiscal Year 2022-2023			
Dept Number	Department Name	Estimated Revenue		Budget Appropriations	
		Increase	Decrease	Increase	Decrease
47	John Conrad			234,794	
48	Hidden Creek			4,869	
		0	0	239,663	0

Explanation:
To increase the budget for the expenditures to end FY 22-23. Funding to come from fund balance.



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

TO: Honorable Chairman and Trustees

FROM: Tiatia Cromar, Finance Director

DATE: June 27, 2023

SUBJECT: Discussion, consideration and possible action regarding a resolution to renew the Sales Tax Agreement required for Capital Improvement Revenue Bonds, Series 2011A and Capital Improvement Refunding Revenue Bonds, Series 2019 for FY 2023-2024.

The sales tax agreement for the Series 2011A and Series 2019 bond issues must be renewed each year. Expiration or termination of the sales tax agreement, constitutes a default event under the terms of our bonds.

Attached is a resolution to renew the agreement for fiscal year 2023-2024.

Tiatia Cromar
Finance Director

RESOLUTION NO. MA2023 - _____

A RESOLUTION OF THE MIDWEST CITY MUNICIPAL AUTHORITY TO RENEW THE SALES TAX AGREEMENT REQUIRED FOR THE CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2011A, AND CAPITAL IMPROVEMENT REFUNDING REVENUE BONDS, SERIES 2019.

WHEREAS, the Council of the City of Midwest City, Oklahoma (hereinafter called the "City"), and the Midwest City Municipal Authority, an Oklahoma public trust (hereinafter called the "Authority"), entered into certain Sales Tax Agreements (hereinafter called the "Agreements"), dated November 1, 2011 and April 1, 2019, respectively, whereby the City agrees to make payments to the Authority in amounts sufficient to pay when due principal and interest on the Authority's Capital Improvement Refunding Revenue Bonds, Series 2019, and Capital Improvement Revenue Bonds, Series 2011A, respectively, and other obligations of the Authority as therein provided; and

WHEREAS, it is necessary that such Agreements be renewed, ratified and affirmed for the fiscal year of the City dated July 1, 2023 through June 30, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION I. The Sales Tax Agreements dated November 1, 2011 and April 1, 2019, each between the City and the Authority, are hereby renewed, ratified and affirmed by the governing body of the City of Midwest City, Oklahoma, for the fiscal year ending June 30, 2024.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Municipal Authority in Midwest City, Oklahoma, this ____ day of _____, 2023.

ATTEST:

MIDWEST CITY MUNICIPAL AUTHORITY

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

APPROVED as to form and legality this _____ day of _____, 2023.

DONALD MAISCH, Attorney



Public Works Administration
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: R. Paul Streets, Public Works Director

DATE: June 27, 2023

SUBJECT: Discussion, consideration, and possible action of approving renewing Municipal Authority contracts without modification for FY 23-24 with Mid America Hydro Tech for Water Treatment Coagulation Polymer and Republic Services for Commercial Sanitation Services of Roll Off's and Compactors.

MID AMERICA HYDRO TECH

Mid America Hydro Tech has agreed to renew the water treatment coagulation polymer contract without modification for FY 23-24. In FY 22-23 approximately \$130,000.00 was encumbered with Mid America Hydro Tech by the Water Plant for water treatment coagulation polymer. The Water Plant budgeted \$150,000.00 for the purchase of water treatment coagulation polymer from Mid America Hydro Tech for FY 23-24.

REPUBLIC SERVICES

According to the contract with Republic Services associated with the "Commercial Sanitation Service of Roll Off's and Compactors" each year the rates will be adjusted based on the Consumer Price Index. Please see Exhibit A which includes the updated price list which was delivered with the attached response form Republic Services agreeing to continue the present contract without modification."

Action is at the discretion of the Chairman and Trustees.

R. Paul Streets
Public Works Director

Attachment: Renewal Agreement Letter

pstreets@midwestcityok.org

Public Works Director
8730
S.E. 15th Street,
Midwest City, Oklahoma 73110
P: 405-739-1061 /Fax: 405-739-1090

June 5, 2023

Mid America Hydro Tech
Attn: Douglas Swinney
36376 Anderson Road
Macomb, OK 74852

"Water Treatment Coagulation Polymer"

Our records indicate the contract price of \$.636 per pound 30,360 pounds, price of \$.636 per pound of 15,180 pounds.

Dear Mr. Swinney:

It is time to renew the Midwest City Municipal Authority contract for FY 2023/24. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets

R. Paul Streets
Public Works Director

— Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Yes, we agree to continue the present contract with modification.

Sign:

Title:

Date:

Douglas Swinney Owner 5-15-2023



Public Works Director

R. Paul Streets

pstreets@midwestcityok.org

8730 S.E. 15th Street,

Midwest City, Oklahoma 73110

O: 405-739-1061 /Fax: 405-739-1090

June 6, 2023

Republic Services
Ms. Chrystal Bennett
Municipal Services Manager
7540 SW 59th Street
Oklahoma City, OK 73110

“Commercial Sanitation Service Of Roll Offs and Compactors”

Dear Ms. Bennett:

It is time to renew the Midwest City Municipal Authority contract for FY 2023/24. As you will recall, we have the option to re-new our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Public Works Director

Yes, we agree to continue the present contract without modification.

No, we are not able to continue the present contract without modification.

Yes, we agree to continue the present contract with modification.

Sign: Title: General Manager Date: 06/09/2023

**FIRST AMENDMENT TO AGREEMENT
FOR COMMERCIAL SANITATION SERVICE
ROLL OFFS & COMPACTORS
BETWEEN REPUBLIC SERVICES OF OKLAHOMA
AND
THE MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to the Agreement between Republic Services of Oklahoma and the Midwest City Municipal Authority, the following amendment is hereby agreed to between the parties:

The following is a new paragraph to be added to the Agreement between the parties:

The term for this Agreement is for one year, commencing on July 1, 2023 and ending on June 30, 2024.

The terms in the attachment hereto shall modify the original contract. All other terms and conditions contained in the original contract shall remain in full force and effect.



(Name)

General Manager

(Title)

Date: 06/09/2023

Midwest City Municipal Authority:

Matt Dukes, II
Chair

Date: _____

Sara Hancock, City Clerk

Approved as to form and legality:

Donald D. Maisch, City Attorney

EXHIBIT A

CITY OF MIDWEST CITY
Effective July 1, 2023

COMPACTOR UNITS		
NEW Equipment		
	*Haul Rate	Monthly Rental
2 yd. Stationary		\$ 301.96
40 yard receiving container	\$ 271.76	\$ 93.46
30 yard self-contained compactor	\$ 271.76	\$ 395.43
35 yard self-contained compactor	\$ 271.76	\$ 395.43

COMPACTOR UNITS		
Used Equipment		
	*Haul Rate	Monthly Rental
2 yd. Stationary		\$ 227.18
40 yard receiving container	\$ 271.76	\$ 70.43
30 yard self-contained compactor	\$ 271.76	\$ 301.96
35 yard self-contained compactor	\$ 271.76	\$ 301.96

ROLLOFFS			
		*Haul Rate	Monthly Rental
30 yard rolloff	Trash	\$ 271.76	No Charge

*All compactor and roll-off prices include up to 4 tons, anything over 4 tons will be charged at a rate of \$26.02 per ton.

Relocate Charge	\$ 88.93
Dry Run Charge	\$ 88.93

Washouts	
	Rate
R/O containers	\$ 143.67
Wal-Mart	\$ 287.32



**Engineering and
Construction Services**
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Chairman and Trustees

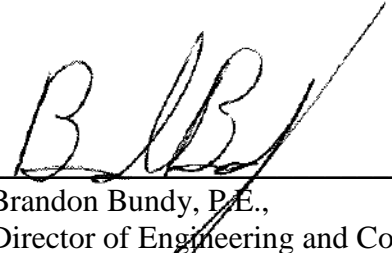
FROM : Brandon Bundy, P.E., Director

DATE : June 27, 2023

SUBJECT : Discussion, consideration, and possible action of accepting two (2) Temporary Easements from the City of Midwest City, across certain parcels of land located within the corporate boundaries of Midwest City in Section 35, Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.

The Temporary Easements are needed in connection with the ODOT project, JP 33345(04); resurface of Midwest Blvd from SE 29th St to NE 10th St. The easements are located on various parcels along Midwest Blvd and owned by the City of Midwest City. In order for the easements to be granted to the project, the City must first grant the easements to the Municipal Authority and then accept them as the Municipal Authority.

Index	Address	Section	Purpose	Note
T 27	100 N Midwest Blvd	Sec 35, T12N, R2W	Driveway	Reconstruct drive to City Complex off Midwest Blvd to allow ADA sidewalk
T 32	8100 NE 10 th St	Sec 35, T12N, R2W	Sidewalk	Construct ADA sidewalk from Midwest Blvd to Soldier Creek Trail



Brandon Bundy, P.E.,
Director of Engineering and Construction Services

Attachments

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That The City of Midwest City, a municipal corporation, of Oklahoma County, (grantor) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of the Midwest City Municipal Authority, a public trust, (grantee) a temporary public easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A parcel of land found in the Southwest Quarter of Section 35, Township 12 North, Range 2 West, Oklahoma County, Oklahoma; said parcel being more particularly described as follows;

Commencing 50' E and 370' N of the SW/C SW/4 Section 35 12N 2W Oklahoma County, Oklahoma; thence E 15'; thence N 170'; thence W 15'; thence S to the pob.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. **THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.**

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except –none- and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 27th day of June, 2023

ATTEST: _____
Sara Hancock, City Clerk

Matthew D. Dukes II, Mayor

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

) ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27th day of June, 2023 personally appeared Matthew D. Dukes II as Mayor of City of Midwest City to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS, my hand and seal this 27th day of June, 2023

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by Chairman _____ Date: _____

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

Midwest Resurface /JP # 33345(04) / City of Midwest City / Parcel No: T 27 / 100N Midwest Blvd

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That The City of Midwest City, a municipal corporation, of Oklahoma County, (grantor) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of the Midwest City Municipal Authority, a public trust, (grantee) a temporary public easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

A parcel of land found in the Northwest Quarter of Section 35, Township 12 North, Range 2 West, Oklahoma County, Oklahoma; said parcel being more particularly described as follows;

Starting at the Northwest corner of HOLMAN SECOND ADDITION as the place of beginning; thence North along the west line of said Northwest Quarter (NW ¼), 1054.93 Feet; thence South 86° 02' East, 140.28 Feet; thence South 33° 28' East, 107.00 Feet; thence South 80° 28' East, 207.00 Feet; Thence North 86° 02' West back to the west line of said Northwest Quarter and South to the point of beginning.

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except –none– and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 27th day of June, 2023

ATTEST: _____
Sara Hancock, City Clerk

Matthew D. Dukes II, Mayor

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 27th day of June, 2023 personally appeared Matthew D. Dukes II as Mayor of City of Midwest City to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS, my hand and seal this 27th day of June, 2023

My Commission expires: _____

NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by Chairman _____ Date: _____

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

Midwest Resurface /JP # 33345(04) / City of Midwest City / Parcel No: T 27 / 100N Midwest Blvd



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Memorandum

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

From: R. Paul Streets, Public Works Director

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of approving a renewal of an annual contract, with modification, for FY 23-24 with Waste Management of Oklahoma, Inc. for landfill charges.

The landfill service contract with Waste Management of Oklahoma, Inc. is an annual contract with provisions for five (5) annual renewals. This is the FY 23-24 annual renewal of this contract. Waste Management of Oklahoma, Inc. has agreed to renew the contract, exercising the contract's provision for renewal with rate adjustments for FY 23-24.

The following is an itemized list of the rate adjustments:

Price Increase Adjustments:

Specifications	Price Increase
Tipping Fee	\$21.63 to \$23.55
Plus State Fee	\$1.25

This is a 5 year contract and in FY 22-23 approximately \$1,130,011.00 was encumbered to Waste Management of Oklahoma, Inc. for landfill service. The sanitation department budgeted \$1,140,000.00 for landfill service for FY 22-23.

Action is at the discretion of the Chairman and Trustees.

R. Paul Streets
Public Works Director

Attachment: Renewal Agreement Letters



Public Works Director
R. Paul Streets
pstreets@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
O: 405-739-1061 /Fax: 405-739-1090

June 10, 2023

Waste Management of Oklahoma, Inc.
Mr. Rick Padgett
3824 W. Reno Avenue
Oklahoma City, OK 73107

"Landfill Services"

Our records indicate contracted modified price FY 2022/23 per ton cost of \$21.62 with an Oklahoma state flow fee of \$1.25 per ton.

Dear Mr. Padgett:

It is time to renew the Midwest City Municipal Authority contract for FY 2023/24. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be rebid. Depending upon your response, we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

R. Paul Streets
Public Works Director

<input type="checkbox"/>	Yes, we agree to continue the present contract without modification.
<input type="checkbox"/>	No, we are not able to continue the present contract without modification.
<input checked="" type="checkbox"/>	Yes, we agree to continue the present contract with <u>modification.</u>

Sign: Rick Padgett Title: Public Safety Manager Date: 6-12-2023

Donna Akin - RE: Disposal

From: "Padgett, Rick" <rpadgett@wm.com>
To: 'Paul Streets' <PStreets@MidwestCityOK.org>, Jerry Summers <jsummers@mid...>
Date: 6/12/2023 7:58 AM
Subject: RE: Disposal
Cc: "Schultze, Pete" <pschultze@wm.com>
Attachments: Scanned from a Xerox Multifunction Printer.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

WM agrees to renew the current Landfill Services agreement with the tonnage rate modification outlined below. Please let me know if you have any questions and thanks Paul.

Rick Padgett

Manager Public Sector

Waste Management

3201 Mosley Road

Oklahoma City, Ok 73141

rpadgett@wm.comOffice: [\(405\)-200-0242](tel:(405)-200-0242)Cell: [\(405\)-520-3883](tel:(405)-520-3883)

From: Padgett, Rick
Sent: Thursday, February 9, 2023 9:53 AM
To: Paul Streets <PStreets@MidwestCityOK.org>
Cc: Schultze, Pete <pschultze@wm.com>
Subject: Disposal

WM values our long-term partnership with the City of Midwest City and we appreciate your business. The attached disposal agreement with the Midwest City Municipal Authority expires on June 30th, 2023. Under Section 3. Terms of Contract, the agreement can be renewed upon mutual written agreement of both parties. As we discussed, Waste Management of Oklahoma, Inc., requests to renew the current agreement at a base rate of \$23.55 per ton (plus the state fee) effective 7/1/2023. Please let me know if you have any questions, and thanks again Paul.

Rick Padgett

Manager Public Sector

Waste Management

3201 Mosley Road

Oklahoma City, Ok 73141

rpadgett@wm.com

Office: [\(405\)-200-0242](tel:(405)-200-0242)

Cell: [\(405\)-520-3883](tel:(405)-520-3883)





Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Drinking Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, if necessary, and (3) containing other provisions related thereto.

The Oklahoma Water Resources Board is accepting applications for eligible drinking water projects that may require funding between State Fiscal Years (SFY) 2024 and 2028 through the Drinking Water State Revolving Fund Program (DWSRF). The Midwest City Municipal Authority has several eligible drinking water projects that could be funded through the DWSRF. The Municipal Authority's application will be directed toward water system improvements, specifically by removing approximately 32 customers from the Starview Public Water Supply system and adding them as customers to the Midwest City water supply system.

The following resolution is required to submit an application.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

RESOLUTION NO. MA2023 - _____

A RESOLUTION OF THE MIDWEST CITY MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (“OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE DRINKING WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING WATER SYSTEM IMPROVEMENTS FOR THE CITY OF MIDWEST CITY, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT IF NECESSARY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Midwest City Municipal Authority (the “Authority”) has under consideration the financing of improvements to the drinking water system serving the City of Midwest City, Oklahoma (the “City”), including by removing approximately 32 customers from the Starview Public Water Supply system and adding them as customers to the Midwest City drinking water system (the “Project”); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount which will be sufficient to accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY, THAT:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the Drinking Water State Revolving Fund Program; and the General Manager or Designee are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board necessary application fees in connection with the referenced Application(s).

Section 2. Professional Service Agreement. The General Manager or Designee of the Borrower are hereby authorized and directed on behalf of the Borrower to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, if necessary.

Section 3. Other Matters. The General Manager or Designee are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Municipal Authority this _____ day of _____, 2023.

MIDWEST CITY MUNICIPAL AUTHORITY

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

APPROVED as form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Drinking Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water system improvements for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto.

The Oklahoma Water Resources Board is accepting applications for eligible drinking water projects that may require funding between State Fiscal Years (SFY) 2024 and 2028 through the Drinking Water State Revolving Fund Program (DWSRF). The Midwest City Municipal Authority has several eligible drinking water projects that could be funded through the DWSRF. The Municipal Authority's application will be directed toward water system improvements, specifically the installation of approximately 8,700 feet of water line and associated components to serve the northwest portion of Midwest City.

The following resolution is required to submit an application.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

RESOLUTION NO. MA2023 - _____

A RESOLUTION OF THE MIDWEST CITY MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (“OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE DRINKING WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING WATER SYSTEM IMPROVEMENTS FOR THE CITY OF MIDWEST CITY, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Midwest City Municipal Authority (the “Authority”) has under consideration the financing of improvements to the water system serving the City of Midwest City, Oklahoma (the “City”), including specifically the addition of approximately 8,700 feet of water line and associated components to serve the northwest portion of Midwest City (the “Project”); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount which will be sufficient to accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY, THAT:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Drinking Water State Revolving Fund Program; and the General Manager or Designee are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Professional Service Agreement. The General Manager or Designee of the Borrower are hereby authorized and directed on behalf of the Borrower to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel.

Section 3. Other Matters. The General Manager or Designee are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Municipal Authority this _____ day of _____, 2023.

MIDWEST CITY MUNICIPAL AUTHORITY

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

APPROVED as form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director
pstreets@midwestcityok.org
(405) 739-1061

Assistant Public Works Director
cevenson@midwestcityok.org
(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of approving a Resolution (1) authorizing the General Manager or Designee to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund Program, with the loan proceeds being for the purpose of financing water, wastewater, and stormwater master planning efforts for the City of Midwest City, Oklahoma, (2) authorizing and directing the General Manager or Designee to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel, and (3) containing other provisions related thereto.

The Oklahoma Water Resources Board has issued a call for eligible wastewater projects and other pollution control/water quality activities that may require funding between State Fiscal Years (SFY) 2024 and 2028 through the Clean Water State Revolving Fund Program (CWSRF). The Midwest City Municipal Authority has several eligible wastewater projects that could be funded through the CWSRF. The Municipal Authority's application will be directed toward water, wastewater, and stormwater master planning efforts.

The following resolution is required to submit an application.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

RESOLUTION NO. MA2023 - _____

A RESOLUTION OF THE MIDWEST CITY MUNICIPAL AUTHORITY (THE “AUTHORITY”) AUTHORIZING THE GENERAL MANAGER OR DESIGNEE TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (“OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING WATER, WASTEWATER, AND STORMWATER MASTER PLANNING EFFORTS FOR THE CITY OF MIDWEST CITY, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Midwest City Municipal Authority (the “Authority”) has under consideration the financing of water, wastewater, and stormwater master planning efforts for the City of Midwest City, Oklahoma (the “City”), including specifically the development of citywide Water, Wastewater, and Stormwater Master Plans (the “Project”); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount which will be sufficient to accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY, THAT:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Clean Water State Revolving Fund Program; and the General Manager or Designee are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Professional Service Agreement. The General Manager or Designee of the Borrower are hereby authorized and directed on behalf of the Borrower to execute a professional services agreement with a qualified firm or individual to serve as Bond Counsel.

Section 3. Other Matters. The General Manager or Designee are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Municipal Authority this _____ day of _____, 2023.

MIDWEST CITY MUNICIPAL AUTHORITY

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

APPROVED as form and legality this _____ day of _____, 2023.

DONALD D. MAISCH, City Attorney



Public Works Administration

R. Paul Streets,
Public Works Director
pstreets@midwestcityok.org
405-739-1061

Carrie Evenson,
Assistant Public Works Director
cevenson@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Memorandum

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of declaring forty (40) four (4) yard dumpsters from the Sanitation Department as surplus and authorizing their disposal by sealed bid, public auction, or by other means as necessary.

The Sanitation Department's current inventory of four (4) yard dumpsters that require rehabilitation exceeds the recommended inventory needed to support Midwest City commercial customers. There is no longer adequate space to store them, as such, forty (40) of these four (4) yard dumpsters have been removed from our dumpster inventory and have no other operational value. We recommend declaring these dumpsters surplus property and authorizing their disposal by sealed bid, public auction, or by other means as deemed necessary by Public Works Administration.

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION





City Manager's Office
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1205

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: June 27, 2023

SUBJECT: Review of the monthly report on the current condition of the Delta Hotel at the Reed Center for the period ending May 31, 2023.

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Delta Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1205.

Fiscal Year 2022-2023	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
Revenue												
Budgeted (MTD)	314,473	456,558	454,823	690,957	482,754	280,122	284,994	361,496	700,674	397,999	522,958	
Actual (MTD)	215,862	327,994	338,232	298,613	329,258	325,935	257,919	248,620	421,561	279,614	294,119	
Budgeted (YTD)	314,473	771,031	1,225,854	1,916,811	2,399,565	2,679,687	2,964,681	3,326,177	4,026,851	4,424,850	4,947,808	
Actual (YTD)	215,862	543,856	882,088	1,180,701	1,509,959	1,835,895	2,093,814	2,342,434	2,763,995	3,043,609	3,337,728	

Expenses												
Budgeted (MTD)	317,640	357,848	352,577	429,679	372,335	303,854	297,787	314,509	436,038	355,615	389,108	
Actual (MTD)	270,452	278,272	251,566	289,094	328,384	406,392	357,547	292,897	367,683	326,506	340,376	
Budgeted (YTD)	317,640	675,488	1,028,065	1,457,744	1,830,079	2,133,933	2,431,720	2,746,229	3,182,267	3,537,882	3,926,990	
Actual (YTD)	270,452	548,724	800,290	1,089,384	1,417,768	1,824,160	2,181,707	2,474,604	2,842,287	3,168,793	3,509,169	

Revenue vs. Expenses												
Budgeted (MTD)	(3,167)	98,710	102,246	261,278	110,419	(23,732)	(12,793)	46,987	264,636	42,384	133,850	
Actual (MTD)	(54,590)	49,722	86,665	9,519	875	(80,457)	(99,628)	(44,277)	53,878	(46,892)	(46,257)	
Budgeted (YTD)	(3,167)	95,543	197,789	459,067	569,486	545,754	532,961	579,948	844,584	886,968	1,020,818	
Actual (YTD)	(54,590)	(4,868)	81,798	91,317	92,192	11,735	(87,893)	(132,170)	(78,292)	(125,184)	(171,441)	

Key Indicators												
Hotel Room Revenue	134,971	160,951	204,314	221,621	181,770	108,375	80,338	136,796	203,240	202,116	217,628	
Food and Banquet Revenue	72,710	138,792	117,519	78,055	96,521	173,540	179,053	99,902	172,321	71,135	51,356	

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	417,312	286,185	422,104	275,068
Actual (MTD)	165,309	267,937	203,272	242,338	106,151	94,137	33,427	22,326	115,512	191,509	188,113	337,364
Budgeted (YTD)	218,175	487,424	764,628	1,085,020	1,372,465	1,602,541	1,827,430	2,131,255	2,548,567	2,834,752	3,256,856	3,531,924
Actual (YTD)	165,309	433,247	636,518	878,856	985,007	1,079,144	1,112,571	1,134,897	1,250,409	1,441,918	1,630,032	1,967,395

Expenses												
Budgeted (MTD)	276,863	304,951	298,180	318,622	307,935	281,813	261,066	303,985	403,234	297,791	342,543	293,360
Actual (MTD)	217,027	271,844	249,791	246,471	124,488	164,155	101,046	105,993	139,185	197,810	221,278	271,866
Budgeted (YTD)	276,863	581,814	879,994	1,198,616	1,506,551	1,788,364	2,049,430	2,353,415	2,756,649	3,054,440	3,396,983	3,690,343
Actual (YTD)	217,027	488,872	738,663	985,134	1,109,622	1,273,777	1,374,823	1,480,816	1,620,001	1,817,810	2,039,089	2,310,954

Revenue vs. Expenses												
Budgeted (MTD)	(56,688)	(35,702)	(20,976)	1,770	(20,490)	(51,737)	(36,177)	(160)	14,078	(11,606)	79,561	(18,292)
Actual (MTD)	(51,718)	(3,907)	(46,520)	(4,133)	(18,337)	(70,017)	(67,619)	(83,667)	(23,673)	(6,301)	(33,165)	65,498
Budgeted (YTD)	(56,688)	(94,390)	(115,366)	(113,596)	(134,086)	(185,823)	(222,000)	(222,160)	(208,082)	(219,688)	(140,127)	(158,419)
Actual (YTD)	(51,718)	(55,625)	(102,145)	(106,278)	(124,615)	(194,633)	(262,251)	(345,919)	(369,592)	(375,892)	(409,057)	(343,559)

Key Indicators												
Hotel Room Revenue	140,152	138,336	115,422	135,084	1,266	2,150	1,452	-	24,220	102,796	124,026	203,942
Food and Banquet Revenue	21,229	120,339	76,791	97,591	91,680	91,702	28,934	20,929	81,770	72,826	51,355	117,938



MEMORIAL HOSPITAL AUTHORITY AGENDA

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

June 27, 2023 – 6:02 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority 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 there is not unanimous consent, then the item(s) will be removed and heard in regular order.
1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes. (Secretary - S. Hancock)
 2. Discussion, consideration, and possible action of 1) accepting the FY 2022-23 Year-End Report of the Trust Board of Grantors; and 2) approving the FY 2023-24 Community Improvement Grant Program documents and schedule. (City Manager - T. Lyon)
- C. DISCUSSION ITEMS.
1. Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2023 through June 30, 2024. (General Manager - T. Lyon)
 2. Discussion, consideration, and possible 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 Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- E. ADJOURNMENT.



CONSENT AGENDA



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

June 13, 2023

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

Chairman Matt Dukes called the meeting to order at 6:53 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustees Eads and Bain

CONSENT AGENDA. Reed made a motion to approve the consent agenda, seconded by Byrne. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads and Bain. Motion Carried.

1. Discussion, consideration, and possible action of approving the May 16, 2023 meeting minutes.
2. Discussion, consideration and possible action regarding Resolution HA2023-02 to renew the Projects Agreement required by the Tax Apportionment Refunding Bonds, Taxable Series 2018 for FY 2023-2024.
3. Discussion, consideration and possible action of approving the management representation letters to Grant Thornton LLP and accepting the drafts of the final reports associated with Combined Financial Statements of Sooner Town Center, LLC and Sooner Town Center II, LLC for calendar years 2021 and 2022.

DISCUSSION ITEM.

1. **Public hearing with discussion, consideration and vote on a resolution of the Midwest City Memorial Hospital Authority approving its budget for Fiscal Year 2023-2024 in the amount of \$7,216,488 for the Discretionary, \$3,704,365 for the Compounded Principal, \$3,040,000 for the In Lieu of-ROR-Miscellaneous, \$531,029 for the Grants divisions, and \$1,622,033 for the Sooner Rose Tax Increment Financing.**

Lyons addressed the Trustees. Byrne made a motion to approve Resolution HA2023-02, seconded by Reed. Voting aye: Byrne, Reed, Favors and Dukes. Nay: Bana. Absent: Eads and Bain. Motion carried.

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

ADJOURNMENT. There being no further business, Chairman Dukes adjourned the meeting at 6:57 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



City Manager
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

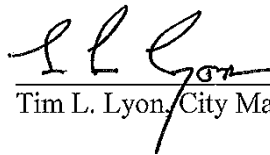
FROM: Tim Lyon, General Manager/Administrator

DATE: June 27, 2023

SUBJECT: Discussion, consideration, and possible action of 1) accepting the FY 2022-23 Year-End Report of the Trust Board of Grantors; and 2) approving the FY 2023-24 Community Improvement Grant Program documents and schedule.

On Thursday, June 22, 2023, the Trust Board of Grantors (BOG) met to finalize their Fiscal Year (FY) 2022-23 Year-End Report, which you will find attached for consideration.

The BOG also reviewed and updated their FY 2023-24 grant documents and finalized their schedule, all of which are also attached along with the current grant balance sheet. As you may recall, our budget for FY 2023-24 Community Improvement Grant funds is set for \$531,029.



Tim L. Lyon, City Manager



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

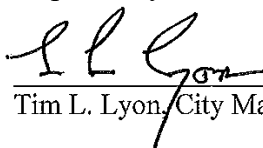
Memorial Hospital Authority Board of Grantors (BOG)
Community Improvement Grant Program Year-End Report for Fiscal Year 2022-23

- June 16, 2022 The BOG met and elected officers, approved the annual report, grant forms, and the grant schedule for the FY 2022-23.
- July 20, 2022 Tim Lyon met with newly appointed BOG member Kelly Albright, Ward 4 representative, for an orientation.
- July 26, 2022 The Memorial Hospital Authority Trustees (Trustees) accepted the BOG Year-End Report and all grant documents for FY 2022-23.
- September 1, 2022 The FY 2022-23 grant applications were made available to the public via the City's website, newsflashes, and press releases.
- November 1, 2022 Grant application submissions closed with 23 applications submitted requesting \$1,349,880. Work began on follow-up questions and the legal opinion.
- November 16, 2022 Grant packets along with the legal opinion were distributed via Dropbox and hard copies.
- January 6, 2022 All initial grant application evaluations were returned to the General Manager's office for consolidation and prep for January 19th meeting.
- January 19, 2023 The BOG met and unanimously chose nineteen applications equaling the budgeted amount of \$590,258 to recommend to the Trustees.
- February 28, 2023 The Trustees approved the FY 2022-23 grant recommendations from the BOG.
- March 1, 2023 All grant applicants were notified regarding the status of their application requests. Work began on gathering W-9s, setting up vendors, documenting awarded grants, and getting checks issued.

As you may know, the grant program began in fiscal year 1998-99. To date, we have awarded \$9,926,795.17 in community improvement and economic relief grant funds to 448 recipients through the Midwest City Memorial Hospital Authority Community Improvement Grant Program.

We are looking forward to the FY 2023-24 Community Improvement Grant Program season. Per the guidelines set forth in the Trust Indenture Article VI Section (1)(a), the amount of grant funds available for FY 2023-24 will be \$531,029, upon approval by the Trustees. Please let me know if you have any questions or concerns.

Respectfully,


Tim L. Lyon, City Manager



Midwest City Board of Grantors
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
Tim Lyon, General Manager/Administrator
(405) 739-1201
tlyon@midwestcityok.org

Midwest City Community Improvement Grant Program

FY 2023-24 GRANT TIMELINE

Friday, September 1, 2023	Grant Applications available to the public.
Wednesday, November 1, 2023	Grant Application submissions close at 5:00 PM.
Monday, November 20, 2023	Grant Applications distributed to Board of Grantors.
Friday, January 5, 2024	Grantors to submit initial evaluations to the City Manager's office.
Thursday, January 18, 2024	Grantors meet at 5:30 PM to discuss initial evaluations/make recommendations.
Tuesday, February 27, 2024	Grant recommendations on the HA's agenda for possible approval.
Thursday, June 20, 2024	BOG meeting at 5:30 PM to discuss electing officers, Year-end Report, and grant forms.



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org

Midwest City Community Improvement Grant Program

Introduction (Keep this page for your reference; please do not return this page with the application.)

The purpose of the Midwest City Memorial Hospital Authority (MCMHA) grant program is to improve the quality of life by funding effective projects that address the diverse issues and opportunities facing the Midwest City community.

Applicants are encouraged to demonstrate that they have identified an existing or potential need within the community, and have developed a reasonable and cost efficient method for addressing that need.

Per the Trust Indenture, grant funds are limited to non-reoccurring expenses. Funds may be used for such things as "...improvement to or enhancement of property [with] expected useful life of greater than twenty (20) years; [an] ...initial or single occurrence expenses or projects." However, may not be "...used for or to replace or supplant any existing recurring operating expenses or personal property needs of the Beneficiary...such as maintenance...supplies, salaries...[or] general operating costs."

The Board of Grantors (BOG) will only be accepting applications with one project defined. Under this project you may request multiple of the same item such as 20 radios; however, a request for multiple different items or events will not be considered. Applicants are welcome to complete more than one application, as always.

The BOG will score applications based primarily on the answers provided in "Part III: Project Overview" of the application with the most consideration given for the overall benefit and impact to our community.

The BOG funding recommendations will be made to the MCMHA at the February 27, 2024 meeting. Following the final determinations, all applicants will be notified of the determinations, and then grant funds will be issued.

All applicants awarded grants must complete a Grant Recipient Agreement (Agreement). This Agreement shall be between the grant recipient and MCMHA for the disbursement, utilization and accountability of any MCMHA funding awarded. The Grant Recipient must agree to use the awarded funds only for the specific purpose(s) and time period(s) stated in the grant application and Agreement.

All grant funds must be used within one year of the date that funds are dispersed. However, upon the written request of a grant recipient, the MCMHA may grant one or more six-month extensions of time within which to spend the grant funds, if proved necessary. If grant funds are not spent in the manner described in the grant recipient's application and/or within the time specified, the grant funds must be repaid to the MCMHA.

As a public trust, MCMHA is subject to the Oklahoma Open Records Act. Thus, all grant documents including the applications and their supporting documentation are public records. Finally, the MCMHA is required by the Internal Revenue Service to issue 1099 forms to all grant recipients; thus, grant funds received by an applicant may be taxable under the IRS Code.

Guidelines for Midwest City Community Improvement Grant Program
(Keep this page for your reference; please do not return this page with the application.)

- Email will be the main form of communication, so please...please print in clear block letters or type out your email. Failure to do this may result in lost communication and neither the City Staff nor the Board of Grantors will be held responsible.
- Applications must be postmarked or hand delivered by 5:00 p.m. on Wednesday, November 1, 2023 to:
Tim Lyon - (405) 739-1201
General Manager/Administrator,
Midwest City Memorial Hospital Authority
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

This deadline is not flexible. Applications received after this deadline will not be considered for funding. Incomplete applications will not be considered for funding.

- This application is requesting only one project or event. Applications must be double-spaced, typed or clearly printed in block letters in ink. Neither City Staff nor the BOG will not be held responsible for misunderstanding or lost communication on handwritten applications that are not clearly written in block letters. All sections of the application must be completed. (Use “NA” for unrelated sections.) A secondary contact other than the primary contact must be listed. Do not alter the application language.
- At the time of submission, the application packet must include one (1) original signed and notarized application with ten (10) clear copies of the signed and notarized original. (Do not include the “Instruction Sheets” in the application packet submitted.) A complete packet will have eleven exactly the same applications with one of those being the original.
- Application packets should be stapled or clipped only. Do not bind the packets. Faxed/emailed applications will not be accepted due to printing costs.
- Non-profit applicants must attach a copy of their IRS Letter of Determination.
- Attached pages and/or letters of support from other organizations or individuals in excess of 25 pages are discouraged, unless specifically requested.
- For the sake of equal opportunity, neither City employees nor the Hospital Authority Trustees can comment on the appropriateness of applications or proposed projects or how they will rate with the Board of Grantors. Applicants are not to contact members of the Board of Grantors outside the confines of a scheduled presentation or meeting involving all Grantors.
- Deviations from these Application Guidelines must be addressed with the General Manager and then provided in writing to the Board of Grantors. **Again, all applications must be submitted/delivered by November 1, 2023 by 5:00 PM.**

If you have any questions or concerns, please contact Tim Lyon’s office at 405-739-1204 or jdonaldson@midwestcityok.org or tlyon@midwestcityok.org.



Fiscal Year 2023-24 Grant Application
for the Midwest City Community Improvement Grant Program

PART I: Applicant Information (print in clear block letters or type):

Applicant Legal Name of Organization: (Should be the same as your IRS determination letter and as supplied on IRS form 990)

1. Contact Person and Title: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Mailing Address (if different): _____

Telephone: _____

E-mail (print in clear block letters or type): _____

Website: _____ Other: _____

2. Secondary Contact Person and Title: _____

Telephone: _____ E-mail: _____

Title of your proposed grant project: _____

Amount you are requesting: _____

Mission statement and/or purpose of applicant organization (Attach the names and contact information of the members of the applicant's current governing body, if the applicant has such a body.):

Applicant Status: Check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

Corporation Proprietorship Partnership Non-Profit

Individual Government Limited Liability Co. Government/City Department

Application Category (Choose only one area that your project might affect the most):

Economic Development Education Community Housing Safety Health

Youth and Family Midwest City Revitalization Transportation Other _____

PART II: Application Certification

By signing this application, I certify, that:

- All provided information is true and correct to the best of my knowledge.
- I am duly authorized to submit this grant application on behalf of the above named applicant.
- I understand and agree that I must provide documentation (acceptable to the MCMHA trustees) within 30 days of expenditures proving that funds received were used for the project/activities identified in this application.
- I acknowledge that any grant funds awarded must be used within the one-year time frame set forth in the Agreement. I further understand that at the end of one year any money not accounted for will be cause to pay back those awarded funds to the MCMHA.
- I understand and agree that providing false information or failure to provide such documentation as stated above will disqualify the applicant and/or the contact person and any organization represented by them from receipt of any further funds from the MCMHA. I further understand such failure may cause funds previously received to be repaid.

Dated this _____ day of _____, 2023.

Printed/Typed Applicant Name

Applicant Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2023.

Notary Public signature

Commission Number: _____

Expiration date: _____

Notary seal:

PART III: Project Overview

Please provide a thorough answer printed in clear block letters or typed to each of the following questions. If necessary, complete narrative on a blank paper repeating the section (i.e. Part III. A. 1.) and attach it to the application.

A. Description of the proposed grant project (Attach any support documentation).

1. Details of project: _____

2. Achievable Goals and realistic Timeline: _____

3. Objectives: _____

4. Does your project include the acquisition of property or the improvement to or enhancement of property? _____ Yes or _____ No

If yes, does the acquisition, improvement or enhancement have an expected useful life of greater than 20 years? _____ Yes or _____ No

5. Does your request include software or technology dependent property items? ____ Yes or ____ No

B. Need for this project.

1. Clearly identify the target beneficiaries and share why the Midwest City community needs the proposed project, explaining the evidence to this need: _____

C. Proposed project budget:

1. List in detail what will be purchased with grant funds for this project.

2. Share any other funding resources for this project (e.g. donations, matching). _____

3. State any future sustainability resources that may be needed for this project. _____

4. List documentation you expect to submit for expenditure accountability (e.g. cancelled checks, invoices, bids, receipts etc.) _____

5. Are you willing to accept less than the requested amount? If “No,” please explain. _____

D. Management capacity of your organization.

1. Describe relative experience your organization has in managing and implementing this type of project. _____

2. Give details regarding your management plan for this project, including financial management. _____

3. Are you partnering with other organization(s) in implementing this project, if yes, please describe: _____

E. Explain the evaluation method that will be used to measure the outcome and success of the project (e.g. records, surveys, interviews, pre- and post-tests, community feedback, etc.).

F. Describe the overall benefit and impact of your project to the Midwest City community.

Thank you for your time and effort in applying for a Midwest City Community Improvement Grant!



Midwest City Memorial Hospital Authority
100 North Midwest Boulevard,
Midwest City, Oklahoma 73110
(405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

Community Improvement Grant Program

FISCAL YEAR 2023-24 GRANT OUTCOME REPORT

Date: _____

Applicant Name: _____

Address: _____

Phone: _____ Email: _____

Grant Project Title: _____

Grant Money Awarded: \$ _____ Date of any extensions: _____

Please respond **reflectively** to the following questions related to your grant project:

- Has the project objectives as described in your application been achieved (If no, please explain)? Yes No

- Briefly describe the outcomes/accomplishments of this grant project. _____

- Please report any observations, unexpected outcomes or anecdotal information that resulted from the grant project (e.g. news coverage, community event, photos, etc.). _____

- Please provide feedback regarding your overall grant process experience (e.g. working with Hospital Authority staff/application submission process, etc.) _____

Grant Recipient Signature

Grant Recipient Name (Printed/Typed)



Fiscal Year 2023-24 GRANT RECIPIENT AGREEMENT

This Agreement is made and entered into by and between the Midwest City Memorial Hospital Authority, a public trust (the "Authority"), and _____ ("Grant Recipient").

The purpose of this Agreement is for the parties to establish the terms and conditions under which the Authority makes a grant of funds to the Grant Recipient and the Grant Recipient performs the public function project in the manner described in the application that the Grant Recipient filed with the Authority, a copy of which is attached to and incorporated by reference in this Agreement, further, subject to conditions that may be imposed by the Authority (collectively, the "Grant Requirements").

In consideration of the Authority's payment of grant funds to the Grant Recipient in the amount of \$_____ for _____ (Name of Grant) the public function project described by the Grant Requirements, the Grant Recipient agrees to the following terms and conditions:

1. The term of this Agreement shall be for a period of one (1) year, except with respect to Grant Property as provided for by section 5 below. Grant Recipient must spend the grant funds for the public function project described in the Grant Requirements, which must be used in the manner described in the grant application during the one-year term of this Agreement. Receipts and/or other acceptable proof evidencing the expenditure of the grant funds must be submitted to the General Manager within thirty (30) days of each expenditure.
2. If the Grant Recipient is unable to spend the grant funds for the public function project in the described manner within the one-year period, the remaining balance of the grant funds must be returned to the Authority or a six month extension must be requested from the General Manager/Administrator of the Authority in writing to tlyon@midwestcityok.org or by mail to Tim Lyon, General Manager/Administrator at 100 N. Midwest Boulevard, Midwest City, OK 73110.
3. Grant Recipient is encouraged, but not required, to spend grant funds in Midwest City. The Grant Recipient is urged to purchase commodities needed for its public function project from a Midwest City vendor if possible and practicable.
4. At the conclusion of the project, the Grant Recipient agrees to complete the Grant Outcome Report detailing the process and outcome of the grant-funded project and submit appropriate photographs, newspaper clippings, etc.
5. If grant funds are used to purchase furnishings, equipment or other property ("Grant Property"), such must have a useful life of 20-years and must be used by the Grant Recipient in accordance with the Grant Requirements throughout the 20-year life of the Grant Property. If the Grant Property ceases to be used in accordance with the Grant Requirements during such 20-year period, the Grant Recipient shall within 30 calendar days provide written notice to the General Manager/Administrator, in which case the Authority may, at its election, take possession of the Grant Property, and in such case, the ownership of the Property shall be transferred to the Authority, with the Grant Recipient providing such bills of sale and other evidence of transfer of ownership as requested by Authority. The term of this Agreement shall be 20-years with respect to Grant Property. The provisions of this Section 5 shall have a term of 20-years.

FY 2023-24 Grant Recipient Agreement

6. It is understood and agreed that this grant is made and shall be administered and carried out in accordance with the provisions and requirements of the Trust Indenture of the Authority, the Operating Contract between the Trust Board of Grantors and the Authority, the Bylaws of the Trust Board of Grantors and the Policies and Procedures of the Authority and the Trust Board of Grantors, each as may be amended from time to time.

This Agreement is approved and executed by the Authority on the _____ day of _____, 2024, and by the Grant Recipient on the _____ day of _____, 2024.

Signature of Grant Recipient

Grant Recipient Name

Grant Recipient Address

Tax ID No. _____

ATTEST:

Midwest City Memorial Hospital Authority

Sara Hancock, Secretary

Matthew D. Dukes, II, Chairman



Midwest City Memorial Hospital Authority
 100 North Midwest Boulevard,
 Midwest City, Oklahoma 73110
 (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

Community Improvement Grant Program - EVALUATION FORM

Evaluation Procedure: Please review the grant submission for each of the application criteria listed below and calculate a numeric rating. Maximum rating points are indicated for each criterion. A total of 100 being the best score possible for awarding grant funds.

Grant Information:

	Points Assigned
<p>A. Quality of the Proposed Project (Max 10 Points) Is the description of the grant proposal and timeline reasonable, realistic and achievable?</p>	A:
<p>B. Demonstrated Need for Proposed Project (Max 10 Points) Has the statement of need been clearly stated with evidence to back it up, such as statistics, support letters or surveys?</p>	B:
<p>C. Appropriateness of Budget (Max 15 Points) Is there adequate budget to support the activity/project design? Is it cost effective? Are there other funding sources? Is there a detailed list of proposed expenditures?</p>	C:
<p>D. Management Capacity (Max 15 Points) Has the applicant demonstrated its ability to accomplish the proposed request? Does the applicant have the experience/partnerships to manage the grant funds and project properly? Is it clear who will be responsible for the oversight and financial management of the grant?</p>	D:
<p>E. Program Evaluation (Max 10 Points) Is the desired outcome clearly stated with methodology to measure success of the project?</p>	E:
<p>F. Overall Impact of the Midwest City Community (Max 40 Points) Does the project have an overall benefit and lasting impact on the Midwest City community?</p>	F:
TOTAL POINTS ACCUMULATED	

Notes: _____



**AMENDED AND RESTATED
TRUST INDENTURE**

KNOW ALL BY THESE PRESENTS:

THIS AMENDMENT AND RESTATEMENT OF THE ORIGINAL TRUST INDENTURE dated as of the 1st day of July, 1961, hereinafter referred to as the "Original Trust Indenture," by the MIDWEST CITY CHAMBER OF COMMERCE, a corporation duly organized under the laws of the State of Oklahoma, hereinafter referred to as the "Trustor," and ORIN A. KIMBALL, CLAUDE R. RIGSBY, TOM C. PLEDGER, LLOYD A. SCHANTZ and FRED D. RYAN, JR., being citizens and residents of Midwest City, comprising the then-City Council of the City of Midwest City, Oklahoma, as trustees of this Trust,

W I T N E S S E T H:

THAT in consideration of the payment by the Trustor to the Trustees of the sum of one dollar (\$1), receipt of which was then acknowledged, the mutual covenants set forth in the Original Trust Indenture and other valuable consideration, the Trustees agreed to hold, manage, invest, assign, convey and distribute as provided, authorized and directed in the Original Trust Indenture such property as the Trustor, or others, may have from time to time assigned, transferred, leased, conveyed, given, bequeathed, devised or delivered unto this Trust to have and to hold such property and the proceeds, rents, profits and increases thereof in trust, for the use and benefit of the City of Midwest City, Oklahoma, hereinafter referred to as the "Beneficiary," and upon the following terms and conditions:

ARTICLE I
CREATION OF TRUST

(1) This Trust was originally formed to create and establish a trust for the use and benefit of the Beneficiary to finance, operate, construct and administer hospital facilities, and for the public purposes set forth in the Original Trust Indenture, under the provisions of Title 60, Oklahoma Statutes 1951, Sections 176 to 180, inclusive, as amended by Title 60, Chapter 4, Oklahoma Sessions Laws 1953, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma. This Trust is now amended under the provisions of Oklahoma Statutes, Title 60, Chapter 4, Trusts for Furtherance of Public Functions, the Oklahoma Trust Act and any other law written specifically to create or govern the affairs of a public trust (together, as amended, the "Acts") to create and establish a trust for the use and benefit of the Beneficiary to finance, operate, construct and administer hospital facilities, and for the public purposes set forth in the Acts and the Original Trust Indenture.

(2) This Trust was not created and shall not be operated for pecuniary profit, nor shall it have any power to issue certificates of stock or declare dividends. No part of its net earnings shall inure to the benefit of or be distributable to any member, Trustee, officer or individual, except that this Trust shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and

distributions in furtherance of this Trust's purposes as set forth in this Amended Trust Indenture.

ARTICLE II

NAME OF TRUST

The name of this Trust shall be "MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY," hereinafter referred to as this "Trust." The Trustees shall conduct all business and execute all instruments, and otherwise perform the duties and functions required in the execution of this Trust.

ARTICLE III

PURPOSES OF TRUST

(1) The purposes of this Trust are:

(a) To furnish and supply to the inhabitants, owners and occupants of property, and to industrial, commercial and mercantile establishments and enterprises within the corporate limits of the Beneficiary and in territory in reasonably convenient proximity thereto, and to the Beneficiary and any other governmental agencies or endeavors, services and facilities for the conservation and implementation of the public welfare and protection and promotion of public health, for all purposes that the same be authorized and proper as a function of the Beneficiary; and to fix, demand and collect charges, rates and fees for any services

and/or facilities provided to the same extent as the Beneficiary itself might do provided that the furnishing of any services or facilities to any person delinquent in the payment of any indebtedness whatsoever to this Trust may be discontinued at any time; for the furtherance of the greater convenience and welfare of the Beneficiary and the inhabitants thereof, to provide and/or to aid in providing and/or to participate in providing to the United States of America, the State of Oklahoma, the Beneficiary, the county or counties in which the Beneficiary is located, the school district and/or districts included, in whole or in part, within the limits of the Beneficiary, and/or any agency or instrumentality of any of them, or to any one or more of them, facilities and/or services of any and/or all kinds necessary or convenient for the authorized and proper functioning thereof; and to hold, maintain and administer any leasehold rights in and to properties of the Beneficiary demised to this Trust, and to comply with the terms and conditions of any lease providing said rights;

(b) To acquire by lease, purchase or otherwise, and to hold, construct, install, equip, repair, enlarge, furnish, maintain and operate, or otherwise deal with, any and all physical properties and facilities necessary or convenient for utilization in .

executing or promoting this Trust's purposes, or any of them; to lease, rent, furnish, provide, relinquish, sell or otherwise dispose of, or otherwise make provision for, any or all of said properties and facilities either in execution of any of this Trust's purposes or in the event that any of this Trust's purposes or in the event that any of this Trust's physical properties and facilities shall no longer be necessary or convenient to execute or promote this Trust's purposes;

(c) To provide funds for the cost of financing, acquiring, constructing, purchasing, equipping, maintaining, repairing, improving, extending, enlarging, remodeling, operating and administering any or all of this Trust's services, buildings and facilities, and all properties necessary or convenient for executing and fulfilling this Trust's purposes, and all other charges, costs and expenses necessarily incurred in connection therewith and, in so doing, to incur indebtedness, either unsecured or secured by all or any part of the Trust Estate and its revenues;

(d) To expend all funds coming into this Trust as revenue or otherwise for the payment of any indebtedness incurred by this Trust, and in the payment of the aforesaid costs and expenses, and in payment of any other obligation properly chargeable against the Trust

Estate, and to distribute the residue and remainder of such funds to the Beneficiary upon termination of this Trust in accordance with Article IX of this Amended Trust Indenture. The only funds of this Trust to which the previous provisions of this subparagraph shall not apply are those in the principal amount of approximately \$46 million, hereinafter referred to as the "Principal," that came into this Trust as a result of the lease and/or sale of this Trust's real and personal property. The Principal and all capital gains and all income of any nature or kind earned from the Principal and all previous years' capital gains and all income of any nature or kind earned from the Principal shall hereinafter be referred to as the "Compounded Principal." The Compounded Principal, less and except two percent (2%) of the market value of the Compounded Principal as of June 30 each year, shall be segregated and set apart, and shall not be spent for any reason except in the event that (1) the lease of the real property to Health Management Associates, Inc. and Midwest City HMA, Inc. terminates prematurely prior to the end of the lease and this Trust regains the operation and control of the leased property; or (2) an affirmative vote of a majority of the electors in the city of Midwest City expressed during a public election, duly called as required by law, authorizes an

expenditure of all or any portion of the Compounded Principal for a specific public or governmental purpose or purposes and authorized and proper Trust function indicated on the ballot submitted at such an election. The two percent (2%) of the market value of the Compounded Principal excluded from the Compounded Principal each year, hereinafter referred to as the "Discretionary Funds," shall be available for distribution each year as grants, for other expenditures and/or to be otherwise designated at the Trustees' sole discretion, subject to the restriction contained in this Amended Trust Indenture. The Trustees may distribute or expend all or any portion of the Discretionary Funds as the Trustees may deem prudent or may make no distribution or expenditure of the Discretionary Funds at all. Undesignated Discretionary Funds shall be accumulated for use in subsequent years, provided grants from the Discretionary Funds are used for authorized and proper functions of the Beneficiary and follow the required channel of grant applications as set out in this Amended Trust Indenture;

(e) To seek, request, apply for and receive grants, gifts and donations, either in money or property, from any individual, entity, agency, corporation or organization by gift, devise, bequest or otherwise, absolutely or in trust, and to use the

principal and/or income from them, as may be directed by the grantor of the funds or property, in the furtherance of any authorized and proper essential governmental function; and

(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the state of Oklahoma.

(2) (a) In no event shall any of the funds or property of this Trust be used for or to replace or supplant any existing recurring operating expenses or personal property needs of the Beneficiary or any other entity other than this Trust. This shall not preclude the Beneficiary or any other entity from requesting that this Trust make a grant or expenditure of funds or property from this Trust for initial or single occurrence expenses or projects. "Recurring operating expenses or personal property needs" shall be expenses or personal property needs such as maintenance or upkeep costs, supplies, salaries, wages, salary or wage adjustments, bonuses and general operating costs.

(b) Grants for the acquisition of, improvement to or enhancement of property shall be limited to properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years.

ARTICLE IV

DURATION OF TRUST

This Trust shall exist for so long as the Beneficiary exists and until such time as its purposes shall have been fulfilled, or until it shall be terminated as hereinafter provided.

ARTICLE V

THE TRUST ESTATE

The Trust Estate shall consist of:

(1) The funds and property, and any income therefrom, except the Compounded Principal:

(a) Presently owned by this Trust or to be acquired or constructed by this Trust; and

(b) Dedicated by the Trustor and others to be used for this Trust's purposes;

(2) Any and all money, property, contracts, leases, licenses, franchises, benefits and all other things of value coming into the possession of this Trust pursuant to the provisions of this Amended Trust Indenture; and

(3) Any and all money and leasehold rights remised to this Trust by the Beneficiary as authorized and empowered by law.

ARTICLE VI

THE TRUSTEES

(1) The Trustees of this Trust shall be the same persons who are the Mayor and members of the City Council, or any successor governing body that may replace the Mayor and City Council in the future, of the Beneficiary, hereinafter and previously referred to as the "Trustees" or, interchangeably, as this "Trust," and shall remain as Trustees until such person or persons shall have been succeeded and replaced by some other person or persons as Mayor and members of the City Council of the Beneficiary, and such latter person or persons shall without any further act or deed automatically become Trustees of this Trust. To assist the Trustees in their administration of this Trust, there shall be an advisory board which shall be known as the Trust Board of Grantors, hereinafter referred to as the "Board," and which shall consist of nine members. The Trustor shall appoint two members of the Board and the Trustees shall appoint seven members of the Board. The Board shall perform various functions assigned to it by the Trustees including accepting and reviewing grant applications. All funds expended from the Discretionary Funds shall be processed through the Board by the grant application process except those determined by the Trustees to be necessary for the administration of this Trust. The Board will send its funding recommendations to the Trustees. In the event the Trustees reject any or all of the funding recommenda-

tions of the Board, the Board shall, at the request of the Trustees, review and submit additional funding recommendations.

(2) The person who shall be the Mayor of the Beneficiary shall automatically become the Chairman of the Trustees and shall preside at all meetings and perform other duties designated by the Trustees. The person who shall be the Vice Mayor of the Beneficiary shall be automatically the Vice Chairman of the Trustees and preside in event of the absence of the Chairman, and shall, in the absence of the Chairman, perform all duties designated to be performed by the Chairman. The Trustees shall designate the time and place of all regular meetings. All actions by this Trust pursuant to the provisions of this Amended Trust Indenture shall be approved by the affirmative vote of at least a majority of the Trustees qualified to act as such under the provisions of this Amended Trust Indenture.

(3) The person who shall be the City Clerk of the Beneficiary shall act as Secretary of this Trust. The Secretary shall keep minutes of all meetings of the Trustees and shall maintain complete and accurate records of all of this Trust's financial transactions. All minutes, books and records of this Trust shall be on file in the office of the Secretary. All meetings of the Trustees shall be open to the public, and the books, records and minutes of this Trust shall be considered as public records and available for inspection at all times by any interested party.

(4) The person who shall be the City Attorney of the Beneficiary may act as attorney for this Trust. The attorney shall attend all meetings of the Trustees and shall provide them with legal advice. The attorney shall also represent this Trust in all of its legal matters to ensure that its legal interests are appropriately protected.

(5) The Trustees may appoint a general manager or administrator for this Trust, and may employ such other clerical, professional, legal and technical assistance as may be deemed necessary in the discretion of the Trustees to properly operate the business of this Trust, and may fix such employees' duties, terms of employment and compensation. Any such employee may be a person who shall be an officer or employee of the Beneficiary, in which event such officer or employee may receive compensation from this Trust. In the event a general manager or administrator for this Trust is appointed by the Trustees, the general manager or administrator shall administer the business of this Trust as directed from time to time by the Trustees. All Trustees shall serve without compensation but shall be reimbursed for actual expenses incurred in the performance of their duties hereunder.

(6) The Trustees are authorized to contract, in connection with the incurring of any funded indebtedness secured by the Trust Estate and/or its revenues, or any part of either or both, in the event of a default in the fulfillment of any contract obligation undertaken on behalf of this Trust or in the payment of any indebtedness incurred on behalf of this Trust,

that a temporary trustee or trustees shall be appointed to succeed to the rights, powers and duties of the Trustees then in office. Any contract, if made, shall set out the terms and conditions under which such temporary trustee or trustees shall be appointed and operate this Trust, and provide for compensation to be paid, and appointment to be vacated and the Trustees to be automatically reinstated upon termination of all defaults by which the appointment of the temporary trustee or trustees was authorized.

(7) Bonds or other evidences of indebtedness to be issued by this Trust shall not constitute an indebtedness of the State of Oklahoma, nor of the Beneficiary, nor personal obligations of the Trustees of this Trust, but shall constitute obligations payable solely from the Trust Estate.

(8) The Trustees, the State of Oklahoma and the Beneficiary shall not be charged personally with any liability whatsoever by reason of any act or omission committed or suffered in good faith or in the exercise of their honest discretion in the execution, performance or operation of this Trust; but any act or liability for any omission or obligation of the Trustees in the execution, performance or operation of this Trust shall extend to the whole of the Trust Estate or so much thereof as may be necessary to discharge such liability or obligation.

(9) Notwithstanding any other provision of this Amended Trust Indenture which shall appear to provide otherwise, no Trustee or Trustees shall have the power or authority to bind

or obligate any other Trustee, or the Beneficiary, in his/her or its capacity, nor can the Beneficiary bind or obligate this Trust or any individual Trustee.

ARTICLE VII

POWERS AND DUTIES OF THE TRUSTEES

(1) To accomplish the purposes of this Trust, and subject to the provisions and limitations otherwise provided in this Amended Trust Indenture, the Trustees shall have, in addition to the usual powers incident to their office and the powers granted to them in other parts of this Amended Trust Indenture, the following rights, powers, duties, authority, discretion and privileges, all of which may be exercised by them without any order or authority from any court:

(a) To finance, acquire, establish, develop, construct, enlarge, improve, extend, maintain, equip, operate, lease, furnish, provide, supply, regulate, hold, store and administer anything in the Trust Estate and the Compounded Principal, subject to the limitations contained in this Amended Trust Indenture, as the Trustees shall determine necessary for the benefit and development of the Beneficiary;

(b) To enter into contracts for the acquisition of equipment and supplies, and construction of necessary or convenient facilities authorized to be acquired and constructed pursuant to and in compliance with the

terms of this Amended Trust Indenture; provided, however, that:

(i) The Trustees shall be subject to the same limitations, and shall comply with the requirements of Oklahoma law imposed, upon the Beneficiary in relation to contracts for construction and the acquisition of equipment, materials and supplies; and

(ii) The Trustees may reject all bids and readvertise for bids or may enter into a contract or contracts with a responsible bidder or bidders who, in the opinion of the Trustees, shall offer the terms deemed most favorable to this Trust. All bidders to whom any contract for any purpose is let shall be financially responsible and bear a good reputation in the industry. The Trustees may prescribe such bidding qualifications as they deem necessary and desirable;

(c) To enter into contracts for the sale of bonds, notes or other evidences of indebtedness or obligations of this Trust for the purpose of acquiring or constructing works and facilities authorized to be acquired or constructed pursuant to the terms of this Amended Trust Indenture and for those purposes may:

(i) Employ a financial advisor, or committee of advisors, to advise and assist the

Trustees in the marketing of such bonds, notes or other evidences of indebtedness or obligations, and to present financial plans for the financing of the acquisition or construction of each project, and to recommend to, or consult with, the Trustees concerning the terms and provisions of bond indentures and bond issues, and may pay appropriate compensation for such work and services performed in the furtherance of the project;

(ii) Sell all bonds, notes or other evidences of indebtedness or obligations of this Trust in installments or series and on such terms and conditions and in such manner as the Trustees shall deem to be in this Trust's best interests; and

(iii) Appoint attorneys, paying agencies and corporate trustees in connection with the issuance of any such bonds, notes, evidences of indebtedness or other obligations of this Trust;

(d) To enter into and execute, purchase, lease, or otherwise acquire property, real, personal or mixed, contracts, leases, rights, privileges, benefits, choses in action or other things of value, and to pay for the same in cash, with bonds or other evidences of indebtedness or otherwise;

(e) To make and change investments, to lease, improve, exchange or sell, at public or private sale, upon such terms as the Trustees deem proper, and to resell, at any time and as often as they deem advisable, any or all the property in this Trust, to borrow money, or renew loans to this Trust, to refund outstanding bonded indebtedness and to execute therefor evidences of indebtedness, and to secure the same by mortgage, lien, pledge or otherwise; to purchase property from any person, firm or corporation, and lease land and other property to and from the Beneficiary and construct, improve, repair, extend, remodel and equip utilities or buildings, and facilities thereon, and to operate or lease or rent the same to individuals, partnerships, associations, corporations and others, including the United States of America or the State of Oklahoma and agencies or authorities of the United States of America, or of the State of Oklahoma, or of any municipality thereof, and also including all municipal or other political subdivisions of the State of Oklahoma as well as the Beneficiary, and to do all things provided for in Paragraph (1) of Article III of this Amended Trust Indenture, and procure funds necessary for such purpose by the sale of bonds or other evidences of indebtedness by the mortgage, lien, pledge or other encumbrance of such

personal property, utilities and facilities owned or otherwise acquired, leased or controlled by this Trust, and by rentals income, receipts and profits therefrom, or from any other revenues associated with the ownership, operation or control of the property of this Trust; to lease or sublease any property of this Trust or of which this Trust may become the owner or lessee.

(f) To fix, demand and collect charges, rentals and fees for the services and facilities of this Trust to the same extent as the Beneficiary might do and to discontinue furnishing of services and facilities to any person, firm, corporation or public instrumentality delinquent in the payment of any indebtedness to this Trust; and to purchase and sell such supplies, goods and commodities as are incident to the operation of this Trust's properties;

(g) To make and perform contracts of every kind, including management contracts, with any person, firm, corporation, association, trusteeship, municipality, government or sovereignty; and, without limit as to amount, to draw, make, accept, indorse, assume, guarantee, account, execute and issue promissory notes, drafts, bills of exchange, acceptances, warranties, bonds, debentures and other negotiable or non-negotiable instruments, obligations and evidences of unsecured indebtedness, or of indebtedness secured by mortgage,

deed of trust or otherwise upon any or all income of this Trust, in the same manner and to the same extent as a natural person might or could do; to collect and receive any property, money, rents or income of any sort and distribute the same or any portion thereof for the furtherance of the purposes authorized by this Amended Trust Indenture;

(h) To do all other acts in the Trustees' judgment necessary or desirable for the proper and advantageous management, investment and distribution of the Trust Estate and the Compounded Principal and income therefrom, subject to the limitations contained in this Amended Trust Indenture;

(i) To contract for the furnishing of any services or the performance of any duties that the Trustees' may deem necessary, or proper, and pay for the same as they see fit. The Trustees may select depositories for the funds and securities of this Trust; and

(j) To compromise any debts or claims of this Trust or against the Trust Estate, and may adjust any dispute in relation to such debts or claims by arbitration or otherwise and may pay any debts of this Trust or claims against the Trust Estate upon any evidence deemed by the Trustees to be sufficient. The Trustees may bring any suit or action, which in their judgment

is necessary or proper to protect the interests of this Trust, or to enforce any claim, demand or contract for this Trust; and they shall authorize, in their discretion, the defense of any suit against this Trust, or against its employees, agents or servants or the Trustees. The Trustees may compromise and settle any suit or action and discharge the same out of assets of the Trust Estate, together with court costs and attorneys' fees. All such expenditures shall be treated as expenses of executing this Trust.

(2) No purchaser at any sale or lessee under a lease made by the Trustees shall be bound to inquire into the expediency, propriety, validity or necessity of such sale or lease or to see to or be liable for the application of the purchase or rental moneys arising therefrom.

(3) The whole title, legal and equitable, to the properties of this Trust is and shall be vested in this Trust, as such title in this Trust is necessary for the due execution of this Trust. The Trustees shall have and exercise exclusive management and control of the properties of this Trust for the use and benefit of the Beneficiary; but may agree for approval of any or all of its actions and transactions by the Beneficiary.

ARTICLE VIII

BENEFICIARY OF TRUST

(1) The beneficiary of this Trust shall be the City of Midwest City, Oklahoma, a municipal corporation, under and pursuant to the Acts. The Trustor now declares that this Amended Trust Indenture shall be irrevocable from the moment it is signed by it and delivered to the Trustees, and that the Trustor shall thereafter stand without any power whatsoever at any time to alter, amend, revise, modify, revoke or terminate any of the provisions of this Amended Trust Indenture. If, in the future, the Trustees, the Trustor and the Beneficiary agree to amend this Amended Trust Indenture, any such agreed-upon amendment to clauses (1) and (2) of subparagraph (1)(d) of Article III, of this Article VIII or of Article IX can only be accomplished by an affirmative vote of a majority of the electors in the city of Midwest City voting in a public election, duly called as required by law authorizing such an amendment as expressed on the ballot submitted at such an election.

(2) The Beneficiary shall have no legal title, claim or right to the Trust Estate or the Compounded Principal, their income, or to any part thereof, or to demand or require any partition or distribution thereof. Neither shall the Beneficiary have any authority, power or right, whatsoever, to do or transact any business for, or on behalf of, or binding upon the Trustees or upon this Trust, nor the right to control or direct the actions of the Trustees except to the extent herein provided.

The Beneficiary shall be entitled solely to the benefits of this Trust, as administered by the Trustees hereunder, and at the termination of the Trust, as provided herein, and, then only, the Beneficiary shall receive the residue of the Trust Estate.

ARTICLE IX

TERMINATION OF TRUST

This Trust shall terminate:

(1) When the purposes set out in this Amended Trust Indenture shall have been fully executed; or

(2) In the manner provided by Title 60 of the Oklahoma Statutes, Chapter 4, Section 180, as amended.

Provided, however, that this Trust shall not be terminated by voluntary action if there be outstanding indebtedness or fixed term obligations of this Trust, unless all owners of such indebtedness or obligations shall have consented in writing to such termination. If, in the future, the Trustees, the Trustor and the Beneficiary agree to terminate this Trust, any such agreed-upon termination of this Trust can only be accomplished by an affirmative vote of a majority of the electors in the city of Midwest City voting in a public election, duly called as required by law authorizing such termination as expressed on the ballot submitted at such an election.

Upon the termination of this Trust, the Trustees shall proceed to wind up the affairs of this Trust and, after payment of all debts, expenses and obligations out of the monies and

properties of the Trust Estate and the Compounded Principal to the extent thereof, shall distribute the residue of the money and properties of the Trust Estate to the Beneficiary. Upon final distribution, the powers, duties and authority of the Trustees shall cease.

ARTICLE X

PARTIAL INEFFECTIVENESS

The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, paragraphs, subsections or sections of this Amended Trust Indenture shall not affect its remaining portions so long as such remaining portions shall constitute a rational instrument. Any such invalid or ineffective portions were inserted conditionally upon them being valid and effective only and this instrument shall be construed as if such invalid or ineffective portions had not been inserted herein.

ARTICLE XI

ACCEPTANCE BY TRUSTEES

The Trustees accept this Trust, created and provided for, and agree to carry out the provisions of this Amended Trust Indenture on their part to be performed.

IN WITNESS WHEREOF, this Amended Trust Indenture has been passed and approved by the Trustor on the 8th day of April, 1998, and by the Trustees on the 7th day of April, 1998.

MIDWEST CITY CHAMBER OF COMMERCE

By: Dara M. McGlamery
President

(SEAL)

ATTEST:

Carol L. Judd
Secretary

as "Trustor"

STATE OF OKLAHOMA)
 :
STATE OF OKLAHOMA) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 29th day of April, 1998, personally appeared Dara L. McGlamery, to me known to be the President of the Midwest City Chamber of Commerce who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes set forth.

Given under my hand and seal the day and year last above written.

Suzanne W. Dockery
Notary Public

My commission expires: 8-22-98

Jerry R. Maynard
JERRY R. MAYNARD

Johnny T. Morgan
JOHNNY T. MORGAN

Lloyd Gorrell
LLOYD GORRELL

Vaughn K. Sullivan
VAUGHN K. SULLIVAN

Frederick M. Strothmann
FREDERICK M. STROTHMANN

Russell Smith
RUSSELL SMITH

Eddie O. Reed
EDDIE O. REED

as "Trustees"

STATE OF OKLAHOMA)
 :
STATE OF OKLAHOMA) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 7th day of April, 1998, personally appeared Jerry R. Maynard, Vaughn K. Sullivan, Johnny T. Morgan, Frederick M. Strothmann, Lloyd Gorrell, Russell Smith and Eddie O. Reed, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Lorinda Moore
Notary Public

My commission expires: 8-28-99

ACCEPTANCE OF BENEFICIAL INTEREST

Pursuant to Resolution No. 98-18 duly adopted by its City Council, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the within and foregoing Amended and Restated Trust Indenture, in all respects in

accordance with the terms of said Amended and Restated Trust Indenture.

CITY OF MIDWEST CITY, OKLAHOMA

By: *Edna Reed*
Mayor



Attest: (Seal)

Sammy Melt
City Clerk

Approved as to form and legality this 7th day of April,
1998.

Natherine Bolles
City Attorney

"I CERTIFY THAT THIS IS A
TRUE AND LIKE COPY OF A
INSTRUMENT ON FILE IN THE
OFFICE OF THE CITY CLERK
OF THE CITY OF MIDWEST CITY
OKLAHOMA COUNTY STATE OF
OKLAHOMA."

Shonda Atkins
CITY CLERK

FIRST AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain "Amended and Restated Trust Indenture" (hereinafter, the "Amended Trust Indenture") of the Midwest City Memorial Hospital Authority (hereinafter, the "Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma (the "Beneficiary"); and

WHEREAS, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes for which the Authority may act, and the powers it may utilize in doing so.

NOW, THEREFORE, pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Amended Trust Indenture is hereby amended, as follows:

SECTION 1. Paragraph 1(f) of Article III of said Amended Trust Indenture is hereby amended in its entirety, to read as follows:

"(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the State of Oklahoma, including without limitation, to assist the Beneficiary, the United States, the State of Oklahoma, its municipalities, agencies, private entities and citizens in (i) promoting economic and community development, within and without the territorial limits of the City; (ii) developing additional employment which will benefit and strengthen the economy of the City; (iii) developing or redeveloping areas determined by the Beneficiary to be unproductive, undeveloped, underdeveloped or blighted; (iv) fostering an improved economic climate within the Beneficiary; and (v) otherwise promoting the general welfare and prosperity of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources; and without restriction, in furtherance of the foregoing general objectives, to utilize the following specific powers or purposes, to-wit:

(1) by promoting, financing and developing any and all public works projects or facilities of any type or description including, but not limited to, those for water, sewer, solid waste, natural gas or other public utilities of any type or description;

(2) by promoting, financing and developing commercial and industrial projects or facilities including, without limitation, offices, warehouses, retail and wholesale marketing facilities, motel and hotel establishments and restaurants; and

(3) by promoting financing and developing recreational, sports, cultural, tourism, entertainment and communication media projects or facilities.

SECTION 2. A new Paragraph 4 shall be added to Article VII of said Amended Trust Indenture which shall read, in its entirety, as follows:


(4) The Trustees hereof shall further have the right, power, duty, authority, discretion and privilege to exercise, for the benefit of the Beneficiary, those powers (including the power of eminent domain) as authorized by the economic, industrial or community development statutes of the State of Oklahoma, including, without limitation, the Local Development Act, the Local Industrial Development Act, and the Neighborhood Redevelopment Act, all as may be amended and supplemented from time to time.

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the Trustees of the Midwest City Memorial Hospital Authority on the ___ day of April, 2017.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

(SEAL)
ATTEST:

BY: 
Chairman


Secretary

ACCEPTANCE OF BENEFICIAL INTEREST

Pursuant to Resolution No. _____ duly adopted by its City Council, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the within and foregoing Amended and Restated Trust Indenture, as modified by that certain "First Amendment to Amended and Restated Trust Indenture", in all respects in accordance with the terms of said Amended and Restated Trust Indenture.

CITY OF MIDWEST CITY, OKLAHOMA

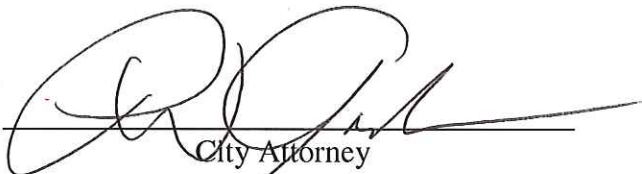
BY: 
Mayor

ATTEST:


City Clerk

(SEAL)

Approved as to form and legality this 20th day of April, 2017.


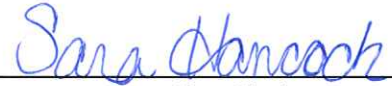

City Attorney

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the City Council of the City of Midwest City, Oklahoma on the ___ day of April, 2017.

CITY OF MIDWEST CITY, OKLAHOMA

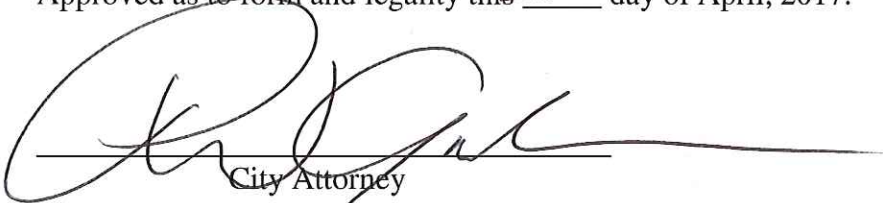
BY: 
Mayor

ATTEST:



City Clerk

(SEAL)

Approved as to form and legality this 20th day of April, 2017.


City Attorney

The foregoing First Amendment to Amended and Restated Trust Indenture was approved by the Board of Directors of the Midwest City Chamber of Commerce on the 18th day of April, 2017.

BY: * 
President

ATTEST:


Secretary

**Midwest City Chamber of Commerce
Executive Board of Directors Meeting Minutes
April 17, 2017**

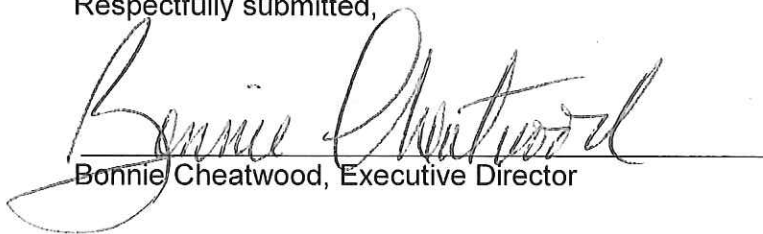
The Midwest City Chamber of Commerce Executive Board met at the Chamber office. The meeting was called to order at 1:35 p.m. Present: President Danita Rose, President-Elect Cliff Aldridge, James Finch, Dr. Jeanie Webb, Mike Kloiber, Wade Moore, Bonnie Cheatwood, City Manager Guy Henson, Economic Development Director Robert Coleman, and the City's legal counsel Dan McMahan. Not present: Randy Smith and Pam Teply.

FIRST AMENDMENT TO THE AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY: The Midwest City Chamber is Trustor of the Authority, The City Council are the Trustees, and the City is the Beneficiaries. The City Council of the Beneficiary and the Trustee of the Authority is performing a house keeping measure that updates the Trust Indenture as is relates to Economic and Community Development permitted by State Law. The amendment will allow for future economic development projects to promote and foster the general welfare and prosperity of the Beneficiaries. City Manager Guy Henson presented the amendment.

Because of a time sensitive project and the need for a special Council Meeting to be called on Thursday, April 20, 2017, a recommendation was made by Executive Board Member M. Kloiber for a call for a vote electronically by the entire active Board of Directors.

Action: The motion was made by M. Kloiber and seconded by J. Finch to approve the First Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

4-18-17

Date Approved

**Midwest City Chamber of Commerce
Board of Directors Meeting Minutes
April 18, 2017**

The Midwest City Chamber of Commerce Active Board of Directors were presented the following information electronically at the request of the Executive Board, who met at the Chamber office on April 17, 2017.

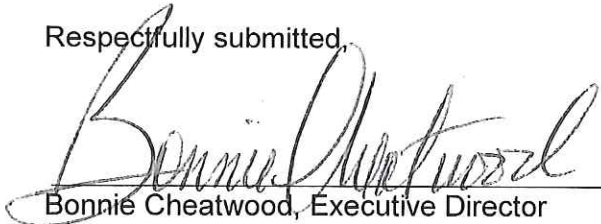
Present at the Executive Board meeting: President Danita Rose, President-Elect Cliff Aldridge, James Finch, Dr. Jeanie Webb, Mike Kloiber, Wade Moore, Bonnie Cheatwood, City Manager Guy Henson, Economic Development Director Robert Coleman, and the City's legal counsel Dan McMahan. Not present: Randy Smith and Pam Teply. City Manager Guy Henson presented the amendment.

The Midwest City Chamber is Trustor of the Authority, The City Council are the Trustees, and the City is the Beneficiaries. The City Council of the Beneficiary and the Trustee of the Authority is performing a house keeping measure that updates the Trust Indenture as is relates to Economic and Community Development permitted by State Law. The amendment will allow for future economic development projects to promote and foster the general welfare and prosperity of the Beneficiaries.

See attached amendment.

Action: The motion was made by J. Chappel and seconded by R. Epley to approve the First Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority. Motion carried.

Respectfully submitted,



Bonnie Cheatwood, Executive Director

4-18-19
Date Approved

JOINT RESOLUTION

OF

THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
("AUTHORITY"), THE CITY COUNCIL OF THE CITY OF MIDWEST CITY,
OKLAHOMA, BENEFICIARY OF THE AUTHORITY, AND THE MIDWEST CITY
CHAMBER OF COMMERCE, TRUSTOR OF THE AUTHORITY

APPROVING

SECOND AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain Amended and Restated Trust Indenture ("Amended Trust Indenture") of the Midwest City Memorial Hospital Authority ("Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma ("Beneficiary"), which was subsequently amended by the First Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority in April, 2017 ("2017 Amendment") (collectively, as amended, the "Indenture"); and

WHEREAS, the 2017 Amendment amended Paragraph 1(f) of Article III of the Amended Trust Indenture regarding the purposes of the Authority, which now reads in part as follows:

(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the State of Oklahoma, including without limitation, to assist the Beneficiary, the United States, the State of Oklahoma, its municipalities, agencies, private entities and citizens in (i) promoting economic and community development, within and without the territorial limits of the City; (ii) developing additional employment which will benefit and strengthen the economy of the City; (iii) developing or redeveloping areas determined by the Beneficiary to be unproductive, undeveloped, underdeveloped or blighted; (iv) fostering an improved economic climate within the Beneficiary; and (v) otherwise promoting the general welfare and prosperity of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources; and,

WHEREAS, based in part on the foregoing language of Paragraph 1(f) of Article III of the Indenture, economic development is an authorized purpose of the Authority, and in furtherance thereof, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend the Indenture with respect to funding of economic development; and,

WHEREAS, the Trustees of the Authority and the City Council of the Beneficiary, with the consent of the Trustor, the Midwest City Chamber of Commerce ("Trustor"), are all of the parties necessary to amend the Indenture and are therefore authorized to so do.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Indenture is hereby amended, as follows:

The Fifth sentence of Article VI (1) of the Indenture is amended to read as follows, with new language underscored:

All funds expended from the Discretionary Funds shall be processed through the Board by the grant application process (“Grant Application Process”), except those determined by the Trustees to be necessary for administration of the Trust, and except that monies may be expended from Discretionary Funds for (i) promoting, financing and developing commercial and industrial projects or facilities including, without limitation, offices, warehouses, retail and wholesale marketing facilities, motel and hotel establishments and restaurants, along with projects benefitting Tinker Air Force Base and private sector contractors and suppliers of the United States Department of Defense, and (ii) promoting, financing and developing recreational, sports, cultural, tourism, and entertainment projects or facilities (collectively, “Economic Development”) as determined by the Trustees, SUBJECT TO the following, provisions, limitations and requirements:

- (a) Notwithstanding anything contained in the Indenture to the contrary, Twenty-five percent (25%) of annual Discretionary Funds, (“Annual Grant Funds”), shall be annually processed through the Grant Application Process, with the Trustees authorized to expend the annual balance thereof for Economic Development and administration of the Trust (“Annual Economic Development and Trust Administration Funds”), provided that such percentage shall be reviewed for the purpose of possible adjustment and change no less frequently than every ten (10) years from and after September 1, 2018, provided further that any unexpended Annual Grant Funds shall be placed in a special account for use in subsequent years, but only for expenditures authorized by the Grant Application Process; and, unexpended Annual Economic Development and Trust Administration Funds shall be placed in a special account for use in subsequent years, but only for Economic Development and Trust Administration purposes.
- (b) Discretionary Funds authorized for expenditure for Economic Development shall not be used for annual operating expenses or salary expenses of the City, except for direct operating or salary expenses commonly recognized as reasonably necessary to advance Economic Development.
- (c) Unexpended Discretionary Funds existing on September 1, 2018, may be expended for Economic Development as determined by the Trustees, and need not be processed through the Grant Application Process.
- (d) The term “Discretionary Funds”, as set forth in the Amended Indenture, means the total of the two percent (2%) specifically excluded from the Compounded Principal as determined on June 30 of each year.

BE IT FURTHER RESOLVED by the Trustees of the Authority and the City Council of the Beneficiary, that prior funding by the Trustees in furtherance of the purposes of the Authority as set forth by the Indenture, including funding of economic development initiatives, and the procedures by which such funding was authorized, are hereby ratified and approved and the Indenture is amended to the extent necessary to accomplish same, all of which shall have retroactive effect.

BE IT FURTHER RESOLVED by the Trustees of the Authority, the City Council of the Beneficiary, and the Trustor, the Midwest City Chamber of Commerce, that after approval of this Joint Resolution, a comprehensive amendment and restatement of the Indenture as modified by this Second Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority shall be prepared, approved and effectuated.

THE UNDERSIGNED AUTHORITY, BENEFICIARY AND TRUSTOR AGREE TO ALL CONTAINED HEREIN.

“Authority”

Date 10.26.18

TRUSTEES OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY



MATTHEW D. DUKES, Chair

ATTEST (SEAL)



SARA HANCOCK, Secretary

“Beneficiary”

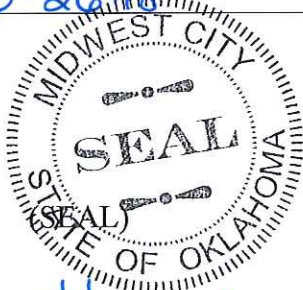
Date 10.26.18

CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA



MATTHEW D. DUKES, II, Mayor

ATTEST:



SARA HANCOCK, City Clerk

Date 11 - 1 - 18

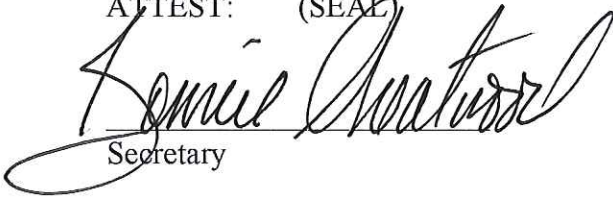
"Trustor"

MIDWEST CITY CHAMBER OF
COMMERCE



Chf A Aldridge _____
Name Title

ATTEST: (SEAL)


Secretary

**SECOND AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY**

WHEREAS, on April 8th, 1998, that certain Amended and Restated Trust Indenture ("Amended Trust Indenture") of the Midwest City Memorial Hospital Authority ("Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma ("Beneficiary"), which was subsequently amended by the First Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority in April, 2017 ("2017 Amendment") (collectively, as amended, the "Indenture"); and

WHEREAS, the 2017 Amendment amended Paragraph1(f) of Article III of the Amended Trust Indenture regarding the purposes of the Authority, which now reads in part as follows:

(f) To perform any other authorized and proper essential governmental function or act permitted by law to be performed by public trusts in the State of Oklahoma, including without limitation, to assist the Beneficiary, the United States, the State of Oklahoma, its municipalities, agencies, private entities and citizens in (i) promoting economic and community development, within and without the territorial limits of the City; (ii) developing additional employment which will benefit and strengthen the economy of the City; (iii) developing or redeveloping areas determined by the Beneficiary to be unproductive, undeveloped, underdeveloped or blighted; (iv) fostering an improved economic climate within the Beneficiary; and (v) otherwise promoting the general welfare and prosperity of the Beneficiary, all in order to achieve maximum utilization of the Beneficiary's human, economic and natural resources; and,

WHEREAS, based in part on the foregoing language of Paragraph1(f) of Article III of the Indenture, economic development is an authorized purpose of the Authority, and in furtherance thereof, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend the Indenture with respect to funding of economic development; and,

WHEREAS, the Trustees of the Authority and the City Council of the Beneficiary, with the consent of the Trustor, the Midwest City Chamber of Commerce ("Trustor"), are all of the parties necessary to amend the Indenture and are therefore authorized to so do.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Indenture is hereby amended, as follows:

The Fifth sentence of Article VI (1) of the Indenture is amended to read as follows, with new language underscored:

All funds expended from the Discretionary Funds shall be processed through the Board by the grant application process (“Grant Application Process”), except those determined by the Trustees to be necessary for administration of the Trust, and except that monies may be expended from Discretionary Funds for (i) promoting, financing and developing commercial and industrial projects or facilities including, without limitation, offices, warehouses, retail and wholesale marketing facilities, motel and hotel establishments and restaurants, along with projects benefitting Tinker Air Force Base and private sector contractors and suppliers of the United States Department of Defense, and (ii) promoting, financing and developing recreational, sports, cultural, tourism, and entertainment projects or facilities (collectively, “Economic Development”) as determined by the Trustees, SUBJECT TO the following, provisions, limitations and requirements:

- (a) Notwithstanding anything contained in the Indenture to the contrary, Twenty-five percent (25%) of annual Discretionary Funds, (“Annual Grant Funds”), shall be annually processed through the Grant Application Process, with the Trustees authorized to expend the annual balance thereof for Economic Development and administration of the Trust (“Annual Economic Development and Trust Administration Funds”), provided that such percentage shall be reviewed for the purpose of possible adjustment and change no less frequently than every ten (10) years from and after September 1, 2018, provided further that any unexpended Annual Grant Funds shall be placed in a special account for use in subsequent years, but only for expenditures authorized by the Grant Application Process; and, unexpended Annual Economic Development and Trust Administration Funds shall be placed in a special account for use in subsequent years, but only for Economic Development and Trust Administration purposes.
- (b) Discretionary Funds authorized for expenditure for Economic Development shall not be used for annual operating expenses or salary expenses of the City, except for direct operating or salary expenses commonly recognized as reasonably necessary to advance Economic Development.
- (c) Unexpended Discretionary Funds existing on September 1, 2018, may be expended for Economic Development as determined by the Trustees, and need not be processed through the Grant Application Process.
- (d) The term “Discretionary Funds”, as set forth in the Amended Indenture, means the total of the two percent (2%) specifically excluded from the Compounded Principal as determined on June 30 of each year.

BE IT FURTHER RESOLVED by the Trustees of the Authority and the City Council of the Beneficiary, that prior funding by the Trustees in furtherance of the purposes of the Authority as set forth by the Indenture, including funding of economic development initiatives, and the procedures by which such funding was authorized, are hereby ratified and approved and the

Indenture is amended to the extent necessary to accomplish same, all of which shall have retroactive effect.

APPROVED FOR AND ON BEHALF OF THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, as authorized by Resolution No. 2018-04 approved by the Authority on October 9, 2018.

“Authority”

Date 10.29.18

MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY



MATHEW D. DUKES, Chair

ATTEST: (SEAL)




SARA HANCOCK, Secretary

Acknowledgment:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2018, personally appeared Matthew D. Dukes II, to me known to be the identical person who executed the within and foregoing instrument as Chair and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Chair of the Midwest City Municipal Memorial Hospital Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

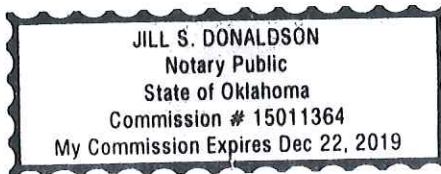

Notary Public

My Commission Expires:

12.22.19

Commission Number:

15011364



**ACCEPTANCE OF BENEFICIAL INTEREST
AND APPROVAL OF BENEFICIARY**

Pursuant to Resolution No. 2018-21 duly adopted by its City Council on October 9, 2018, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the above described Amended and Restated Trust Indenture, as previously amended by the above described 2017 Amendment, as further amended by the within and foregoing Second Amendment to Amended and Restated Trust Indenture, each of which are ratified, approved and accepted by the City of Midwest City, Oklahoma.


"Beneficiary"

Date 10-29-18

CITY COUNCIL OF THE CITY OF
MIDWEST CITY OKLAHOMA


MATTHEW D. DUKES, II, Mayor

ATTEST: (SEAL)


SARA HANCOCK, City Clerk



Acknowledgment:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2018, personally appeared Matthew D. Dukes II, to me known to be the identical person who executed the within and foregoing instrument as Mayor and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Mayor of the Midwest City, Oklahoma for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

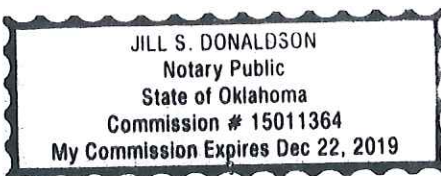

Notary Public

My Commission Expires:

12-22-19

Commission Number:

15011364



ACCEPTANCE OF BENEFICIAL INTEREST
AND APPROVAL OF BENEFICIARY

Pursuant to Resolution No. 2018-21 duly adopted by its City Council on October 9, 2018, the City of Midwest City, Oklahoma, hereby accepts the beneficial interest in the trust created by the above described Amended and Restated Trust Indenture, as previously amended by the above described 2017 Amendment, as further amended by the within and foregoing Second Amendment to Amended and Restated Trust Indenture, each of which are ratified, approved and accepted by the City of Midwest City, Oklahoma.

“Beneficiary”

Date 10-29-18



CITY COUNCIL OF THE CITY OF
MIDWEST CITY OKLAHOMA

[Signature]
MATTHEW D. DUKES, II, Mayor

ATTEST:

(SEAL)

[Signature]

SARA HANCOCK, City Clerk

Acknowledgment:

STATE OF OKLAHOMA)

)ss:

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2018, personally appeared Matthew D. Dukes II, to me known to be the identical person who executed the within and foregoing instrument as Mayor and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Mayor of the Midwest City, Oklahoma for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires:

12-22-19

Commission Number:

15011364



CONSENT OF TRUSTOR

“Trustor”

MIDWEST CITY CHAMBER OF
COMMERCE

11-1-18
Date

[Signature]
Cliff A Aldridge Pres.
Name Title

ATTEST: (SEAL)
[Signature]
Secretary

Acknowledgment:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1 day of November, 2018, personally appeared the Above, to me known to be the identical person who executed the within and foregoing instrument as Trustor and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustor of the Midwest City Municipal Memorial Hospital Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires:
07011098

Commission Number:



Trustee Number 3

10/29/18

Date

Pat Byrne

Trustee Name Pat Byrne, Ward 2

Acknowledgment:

STATE OF OKLAHOMA)
)ss:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2018, personally appeared Pat Byrne, to me known to be the identical person who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Municipal Memorial Hospital Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Jill S. Donaldson

Notary Public

My Commission Expires:

12.22.19

Commission Number:

15011364



Trustee Number 4

October 29, 2018

Date

Espaniola Bowen

Trustee Name Espaniola Bowen, Ward 3

Acknowledgment:

STATE OF OKLAHOMA)

)ss:

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2018, personally appeared Espaniola Bowen, to me known to be the identical person who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Municipal Memorial Hospital Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Jill S. Donaldson

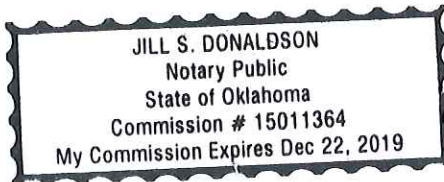
Notary Public

My Commission Expires:

12-22-19

Commission Number:

15011364



Trustee Number 6

10/29/2018

Date

Christine Allen

Trustee Name Christine Allen, Ward 5

Acknowledgment:

STATE OF OKLAHOMA)

)ss:

COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29 day of October, 2018, personally appeared Christine Allen, to me known to be the identical person who executed the within and foregoing instrument as Trustee and acknowledged to me that he/she executed the same as his/her individual free and voluntary act and deed and as Trustee of the Midwest City Municipal Memorial Hospital Authority for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Dohna Ebersole

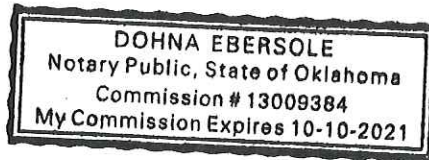
Notary Public

My Commission Expires:

10-10-21

Commission Number:

13009384



OPERATING CONTRACT BY AND BETWEEN
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
AND
THE TRUST BOARD OF GRANTORS

THIS CONTRACT, effective the 1st day of July, 1998, by and between the Midwest City Memorial Hospital Authority, a public trust (hereinafter the "Authority"), and the members of the Trust Board of Grantors (hereinafter the "Board of Grantors"),

WITNESSETH:

WHEREAS, the Authority's Amended and Restated Trust Indenture expressly authorizes the Authority to make and enter into management contracts and for the furnishing of any services or for the performance of any duties deemed by the trustees of the Authority (hereinafter the "Trustees") to be for and in the best interests of the administration of the trust estate; and

WHEREAS, the Authority deems a Board of Grantors to be the best vehicle by which to have certain duties and obligations performed in the Authority's best interests;

IT IS HEREBY CONTRACTED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I.

GENERAL PROVISIONS

1.1 Scope and Duration.

1.1.1 Scope. This contract shall be binding upon the Authority, its successors and assigns, and upon the Board of Grantors and its successors.

1.1.2 Duration. This contract shall continue in full force and effect for the duration of the trust or until either party gives the other party thirty (30) days written notice of termination.

1.2 Partial Ineffectiveness. The invalidity or ineffectiveness for any reason of any one or more words, phrases, clauses, sentences, paragraphs, subsections, sections or articles of this contract shall not affect the remaining portions so long as such remaining portions constitute a practicably operable instrument; and any provision herein which shall be in derogation of the obligations and duties of the Authority and which would

constitute a breach of trust under the law of trusts shall be ineffective and inoperative notwithstanding its inclusion herein. Any such invalid or ineffective portion was inserted conditionally upon it being valid and effective only as aforesaid and this contract shall be construed as if such invalid or ineffective portion had been omitted.

II.

THE BOARD OF GRANTORS

2.1 Establishment of Board. The Board of Grantors is established to perform the duties and with the powers hereinafter set forth. The Board of Grantors shall be composed of nine (9) members. A quorum of the Board of Grantors shall consist of a majority of its members and at least a majority of its members must be present in order for the Board of Grantors to take any action. Approval of an action shall require the affirmative vote of a majority of the members of the Board of Grantors present at a meeting at which a quorum is present.

2.2 Limitations on Board Members. No member of the Board of Grantors shall be eligible:

(a) To enter, directly or indirectly, into any contract for profit with the Authority or the Board of Grantors;

(b) To profit in any manner, directly or indirectly, by reason of membership on the Board of Grantors;

(c) To be employed by the Authority during his/her term or within two (2) years after expiration of the term for which such member was appointed;

(d) To serve more than two (2) consecutive four-year terms but appointment to serve an unexpired term shall be considered a full term for this purpose only if the appointee serves as such for a period in excess of two (2) years; or

(e) To receive compensation for serving as a member the Board of Grantors, however, members of the Board of Grantors may obtain reimbursement with approval of the Authority for their actual expenses incurred while performing or participating in activities directly related to their duties and responsibilities as members of the Board of Grantors.

2.3 Term, Appointment and Removal.

2.3.1 Term. Each member of the Board of Grantors shall serve a four-year term. No member of the Board of Grantors

shall be eligible to serve more than two (2) consecutive terms. A term shall consist of more than two years of membership.

2.3.2 Qualifications. Members of the Board of Grantors must be at least twenty-five (25) years of age and must be residents of or employed within the corporate limits of the city of Midwest City for at least one (1) year prior to appointment and throughout their term. Members of the Board of Grantors should be chosen for their business or community experience but can also be chosen based upon their representation of an at-risk segment of the Midwest City community.

2.3.3 Appointment. Each Trustee shall nominate one (1) member of the Board of Grantors, which member must be confirmed by an affirmative vote of a majority of the Trustees present to be eligible to serve on the Board of Grantors. The Midwest City Chamber of Commerce shall appoint two (2) members of the Board of Grantors. The initial appointees to the Board of Grantors based on nominations of the trustees who serve as the mayor and as councilmembers for Ward 1, Ward 3 and Ward 5 of the city of Midwest City and one of the Chamber of Commerce's appointees shall serve for a period of two (2) years so that, in the future, every two (2) years approximately one-half of the Board of Grantors shall be appointed or reappointed. In the event of a vacancy on the Board of Grantors, the entity that initially appointed the member last holding the vacant office shall nominate or appoint, as appropriate, a replacement subject to confirmation by an affirmative vote of a majority of the Trustees in the case of an appointment by a Trustee.

2.3.4 Removal. Any member of the Board of Grantors may be removed by the Authority for good and sufficient cause certified by a resolution of the Authority. "Good and sufficient cause" may be defined as, but not limited to, failing to attend more than one-half of all meetings of the Board of Grantors in any period of four (4) consecutive months.

III.

DUTIES OF BOARD OF GRANTORS

3.1 Obligations of Board of Grantors and Authority.

(a) The Board of Grantors shall have the duty to:

(1) Seek, request, apply for and receive, with the permission of the Authority, grants, gifts and donations, in money, property or services, from governmental agencies, individuals, entities, corporations or organizations by gift, devise, bequest or otherwise, absolutely or in trust;

(2) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (i) Economic development;
- (ii) Education;
- (iii) Revitalization of the city of Midwest City;
- (iv) Community;
- (v) Housing;
- (vi) Safety;
- (vii) Youth and family; or
- (viii) Health;

(3) Review the grant applications received from governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applications to fund and in what amount within the budget set by the Authority each year;

(4) Periodically evaluate community needs to assist the Board of Grantors in making its grant funding recommendations to the Authority;

(5) Make such other recommendations to the Authority as may be appropriate for the continuing benefit of the Authority and perform such other duties and have such other powers as the Authority may determine from time to time.

(b) The Authority shall have the duty to:

(1) Review the Board of Grantors's recommendations and fund those grant applications that the Authority deems the most appropriate use of its funds;

(2) Review any other recommendations made by the Board of Grantors and take appropriate action based on those recommendations; and

(3) Determine and notify the Board of Grantors, prior to September 1 of each year, of the amount of the Authority's funds available for distribution for grants.

3.2 Staff.

(a) The City Manager for the City of Midwest City shall be the general manager and administrator of the Authority. He shall assist the Board of Grantors in performing its duties and obligations to the Authority. He shall have the authority and discretion to use the services of the staff of the City of Midwest City, for which the Authority shall reimburse the City, or he may hire such other staff as he deems appropriate to meet the needs of the Authority.

(b) The City Attorney for the City of Midwest City shall be the attorney for the Authority and for the Board of Grantors. The attorney shall attend such meetings and provide such legal advice as requested by the Board of Grantors.

IV.

REPORTS TO AUTHORITY; MEETINGS OF AUTHORITY

4.1 The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. Such year-end reports shall contain some indication of the Board of Grantors's objectives, aims and goals.

4.2 At least one member of the Board of Grantors shall attend each meeting of the Authority if requested to do so by the Authority.

V.

MEETINGS OF THE BOARD OF GRANTORS


5.1 Organization. The Board of Grantors may determine its own methods of organization and functioning, and its officers and their duties. However, any bylaws of the Board of Grantors that are approved by the Board of Grantors must be approved by the Authority prior to being effective.

5.2 Meetings. The Board of Grantors shall meet as often as it deems appropriate. Notice of the time and place of each meeting of the Board of Grantors shall be given and posted as required by the Oklahoma Open Meetings Act. Copies of the notice and agenda of meetings and supporting documents of the Board of Grantors shall be furnished to members of the Authority and to the City Attorney of the City of Midwest City.

IN WITNESS WHEREOF, the parties hereto have executed this contract in multiple counterparts, each of which constitutes one and the same contract, to be effective as of July 1, 1998.

DATED this 28th day of July, 1998.

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY


Chairman

ATTEST:



Secretary

MEMBERS OF THE TRUST BOARD OF
GRANTORS

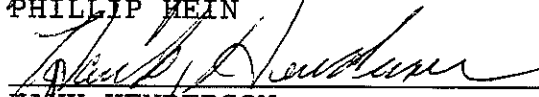
8/04/98
Date


KEITH BEACHLER

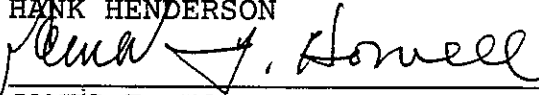
8/04/98
Date


PHILLIP HEIN


8/04/98
Date


HANK HENDERSON

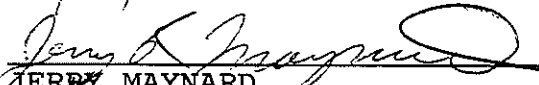
8/04/98
Date


JAMES F. HOWELL

8/04/98
Date


MARY KALBERT

8/04/98
Date


JERRY MAYNARD


8/04/98
Date


SMOKEY MCKINNEY

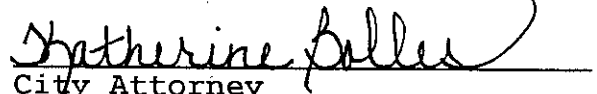
8/04/98
Date


JOHNNY MORGAN

8/04/98
Date


C. W. SNYDER

APPROVED AS TO FORM AND LEGALITY this 4th day of
August, 1998.


City Attorney



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 732-2281 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson
*General Manager/
Administrator*

Trustees
Jerry Maynard
Turner Mann
Ruth Cain
James Ray
Michael Pung
Richard Rice
Russell Smith

Board of Grantors
Andrew J. Johns
Lynn Nelson
Tommy Melton
Ray Hardin
Beverly Young
Brenda Bodenheimer
Steve Coleman
Dara McGlamery
Pam Hall

MEMORANDUM

TO: Honorable Hospital Authority Chairman and Trustees
Honorable Board of Grantors Chairman and Members

FROM: J. Guy Henson, General Manager/Administrator

DATE: April 8, 2008

RE: Discussion and consideration of amending the Operating Contract;
the Bylaws of the Trust Board of Grantors; and/or the Policies and
Procedures of the Trust Board of Grantors

This meeting was called to provide both the Hospital Authority trustees and the members of the Board of Grantors the opportunity to discuss any concerns or issues either body may have with the terms and conditions of the Operating Contract, the Board's Bylaws and/or the Board's Policies and Procedures. Several issues have been raised in the past, such as the definition of "community" as it pertains to grant applications; the eligibility requirements for grant applications; the grant application process; and the City's eligibility to apply for grant funds, that I thought all of you might want to discuss as a group.

Action is at your discretion.



J. GUY HENSON
General Manager/Administrator

Attachments (4):
Amended and Restated Trust Indenture
Operating Contract
Bylaws
Policies and Procedures

BYLAWS
OF
THE TRUST BOARD OF GRANTORS

PREAMBLE

For the purpose of these bylaws, the words "Board of Grantors" shall mean the Trust Board of Grantors and the word the "Authority" shall mean the Midwest City Memorial Hospital Authority.

Membership on the Board of Grantors carries with it a responsibility that makes it obligatory for each member of the Board of Grantors to perform the duties involved as conscientiously and as efficiently as possible.

The members of the Board of Grantors are appointed by the Authority and the Midwest City Chamber of Commerce, and shall perform their obligations and duties in accordance with the rules, regulations and procedures established by the Authority.

The Mission Statement governing the Board of Grantors when considering grant applications shall be to preserve, endow and support the betterment of the community of Midwest City.

ARTICLE I

OFFICERS OF THE BOARD OF GRANTORS

As soon as practicable after the initial Board of Grantors is appointed, and annually thereafter, the Board of Grantors shall meet and elect from among its members a chairman, a vice-chairman and a secretary/treasurer. No member of the Board of Grantors may serve more than two (2) consecutive one-year terms in any one office.

The chairman shall preside at all meetings and shall be an ex-officio member of all committees. S/he shall sign all official documents approved by the Board of Grantors.

The vice-chairman shall preside at all meetings and perform all other duties of the chairman when the chairman is absent or otherwise unable or unwilling to perform the duties of chairman. When acting as the chairman in the absence, inability or unwillingness of the chairman to act, the vice-chairman shall have all of the powers and authority of the chairman.

The secretary/treasurer shall keep the minutes and proceedings of all meetings of the Board of Grantors. The secretary/treasurer shall also be the custodian of all correspondence, reports and records of the Board of Grantors. The

secretary/treasurer is also responsible for the proper accounting of the recommendations to the Authority for the disbursement of grant funds.

ARTICLE II

COMMITTEES

Committees of the Board of Grantors shall be standing or special committees. Committees shall be created as necessary by a majority vote of the Board of Grantors.

ARTICLE III

MEETINGS OF THE BOARD OF GRANTORS

The fiscal year of the Board of Grantors shall be from July 1 through June 30. The Board of Grantors shall hold meetings as needed to accomplish its mission. Notice of the time and place of the Board of Grantors's regular meetings shall be made in writing by December 15 of each year to the Midwest City City Clerk indicating the date, time and place for each regular meeting for the following calendar year. Public notice of each meeting shall be filed and posted as required by the Oklahoma Open Meetings Act. Copies of the notice and agenda of meetings of the Board of Grantors and supporting documents shall be furnished to members of the Authority and to the attorney for the Board of Grantors and the Authority. A quorum of a majority of the members of the Board of Grantors must be present at any meeting for the Board of Grantors to conduct any business. Approval of an action shall require the affirmative vote of a majority of the members of the Board of Grantors present at a meeting at which a quorum is present. Members of the Board of Grantors may be subject to removal if they are absent from more than one-half of all of the meetings held by the Board of Grantors in any consecutive four-month period.

Special meetings may be called as necessary to carry out the purposes of the Board of Grantors. Special meetings may be called by the chairman or by written request to the secretary/treasurer of a majority of the members of the Board of Grantors. Notice of such special meeting shall be given to all members of the Board of Grantors.

The following is a suggested agenda for the Board of Grantors:

1. Call to order
2. Approval of minutes of previous meetings
3. Old business

4. New business
5. Reports of officers and committees
6. Communications
7. Other business.

IV.

DUTIES OF THE BOARD OF GRANTORS

The Board of Grantors shall have the duty to:

(a) Seek, request, apply for and receive, with the permission of the Authority, grants, gifts and donations, in money, property or services, from governmental agencies, individuals, entities, corporations or organizations by gift, devise, bequest or otherwise, absolutely or in trust;

(b) Beginning no later than September 1 of each year, publicly advertise and distribute materials to governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority for any public purpose that directly benefits the Midwest City community which may include, but shall not be limited to:

- (1) Economic development;
- (2) Education;
- (3) Revitalization of the city of Midwest City;
- (4) Community;
- (5) Housing;
- (6) Safety;
- (7) Youth and family; or
- (8) Health;

(c) Review the grant applications received from governmental agencies, individuals, entities, corporations or organizations seeking a grant from the Authority and make recommendations to the Authority no later than March 1 each year of which grant applica-

tions to fund and in what amount within the budget set by the Authority each year;

(d) Periodically evaluate community needs to assist the Board of Grantors in making its grant funding recommendations to the Authority;

(e) Make such other recommendations to the Authority as may be appropriate for the continuing benefit of the Authority and perform such other duties and have such other powers as the Authority may determine from time to time; and

(f) Disclose any and all relationships that any member of the Board of Grantors has or may have with any governmental agency, individual, entity, corporation or organization that applies for a grant from the Authority. This duty also applies to each member of the Board of Grantors requiring that s/he disclose to the Board of Grantors any and all relationships s/he has or may have with any governmental agency, individual, entity, corporation or organization prior to the Board of Grantors's consideration of any grant application from a governmental agency, individual, entity, corporation or organization with which any member of the Board of Grantors has or may have a relationship of any kind or description.

V.

STAFF

The City Manager for the City of Midwest City shall be the general manager and administrator of the Authority. He shall assist the Board of Grantors in performing its duties and obligations to the Authority. He shall have the authority and discretion to use the services of the staff of the City of Midwest City, for which the Authority shall reimburse the City, or he may hire such other staff as he deems appropriate to meet the needs of the Authority. The Board of Grantors may adopt policies and procedures. These policies and procedures should guide the staff in its implementation of the Board of Grantors's duties and obligations to the Authority.

VI.

REPORTS TO, MEETINGS OF AUTHORITY

The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. Such year-end reports shall contain some indication of the Board of Grantors's objectives, aims and goals.

At least one member of the Board of Grantors shall attend each meeting of the Authority if requested to do so by the Authority.

VII.

APPLICATIONS FOR GRANT FUNDS

(1) All applications for grant funds, to be eligible for consideration by the Board of Grantors, must contain the following information and such other information as the Board of Grantors may request:

(a) Name, address and telephone number of the applicant and the name of a specific contact person who shall represent the applicant during the application process;

(b) A specific description of for what the grant funds, if received, will be used; and

(c) A specific description of how the use of the grant funds, if received, will benefit the Midwest City community.

(2) All applications shall be reviewed and receive equal consideration regardless of the applicant's race, creed, color, religion, sex, handicap or national origin.

VIII.

INDEMNIFICATION OF THE BOARD OF GRANTORS

Every person who is now or shall be a member of the Board of Grantors in the future shall be indemnified by the Authority against all costs and expenses, including attorneys' fees, actually and necessarily incurred by or imposed upon any member in connection with or resulting from any action, suit or proceeding of whatever nature to which such member is or shall be made a party by reason of being or having been a member of the Board of Grantors, whether or not such member holds that position at the time the member is made a party to such action, suit or proceeding or at the time such costs or expenses are incurred or imposed. The Authority shall not, however, indemnify any member of the Board of Grantors in any action, suit or proceeding when it has been determined that the member acted outside the scope of the member's duties as a member of the Board of Grantors.

IX.

AMENDMENTS TO BYLAWS

These bylaws may be amended after notice is given at any regular meeting of the Board of Grantors. At the next meeting following the meeting at which notice that the bylaws would be amended was provided, a two-thirds (2/3) majority of the members of the Board of Grantors present shall be required for adoption of the amendment. An amendment shall be effective upon its approval by the Authority.

X.

ADOPTION OF BYLAWS

These bylaws may be adopted at any meeting of the Board of Grantors and shall become effective when approved by the Board of Grantors and the Authority. In the event any of these bylaws shall be in conflict with the Amended and Restated Trust Indenture or the Operating Contract between the Authority and the Board of Grantors, the Amended and Restated Trust Indenture and the Operating Contract shall prevail over these bylaws.

THESE BYLAWS WERE PASSED, APPROVED AND ADOPTED by the Board of Grantors on the 7th day of July, 1998, and approved by the Authority on the 14th day of July, 1998.

TRUST BOARD OF GRANTORS

Robert J. Howell
Chairman

ATTEST:

Mary Karpent
Secretary/Treasurer

MIDWEST CITY MEMORIAL HOSPITAL
AUTHORITY


Eddie O. Reed
Eddie O. Reed, Chairman

ATTEST:

Tommy Melton
Tommy Melton, Secretary

1998.

APPROVED AS TO FORM AND LEGALITY this 14th day of July,


City Attorney

POLICIES AND PROCEDURES OF
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
TRUST BOARD OF GRANTORS

DEFINITIONS:

Authority: The Midwest City Memorial Hospital Authority, a public trust, or, interchangeably, the trustees of that trust.

Board of Grantors or Board: The Trust Board of Grantors of the Authority or, interchangeably, the members of that board.

Policy: A basic principle by which the Board of Grantors guides its affairs and organization.

Procedure: An established method or manner by which the bylaws and policies of the Board of Grantors is implemented.

A. POLICIES

ADMINISTRATION:

(1) Purposes and objectives of the Board of Grantors:
The purposes and objectives of the Board of Grantors are to:

- (a) Seek, request, apply for and receive grants, gifts and donations;
- (b) Advertise and distribute materials to members of the public seeking a grant from the Authority;
- (c) Review the returned completed grant applications from members of the public seeking a grant from the Authority; and
- (d) Make recommendations to the Authority, within the funding limits set by the Authority each year, as to which grant applications should be funded.

(2) Duties and responsibilities of the Board officers:

Chairman: Preside at all meetings; be an ex-officio member of all committees; and sign all official documents approved by the Board of Grantors;

Vice-Chairman: Preside at all meetings; perform the duties of the chairman when the chairman is absent or unwilling to perform the duties of the chairman; and, when acting as the chairman, have all the powers and authority of the chairman.

Secretary/treasurer: Keep the minutes and proceedings of all meetings of the Board of Grantors; be the custodian of all correspondence, reports and records; and be responsible for the proper accounting of the disbursement of grant funds.

(3) Meetings: Prior to December 15 of each year a list of all of the dates and times of all of the regular meetings of the Board of Grantors for the next calendar year shall be forwarded to the Authority and the city clerk for the City of Midwest City. The Board of Grantors and all of its committees shall comply with the Oklahoma Open Meetings Act, as it may be amended from time to time.

(4) Equal opportunity statement: No employee of the Authority or grant applicant will be discriminated against because of race, color, creed, sex, age, religion, physical handicap or national origin.

B. PROCEDURES

(1) Board of Grantors: Seven (7) members of the Board of Grantors are appointed by the Authority and two (2) by the Midwest City Chamber of Commerce. The Board members shall elect a chairman, a vice-chairman and a secretary/treasurer.

(2) Committees: There shall be two types of committees of the Board of Grantors: standing and special. Committees shall be created as necessary by the chairman or by a majority vote of the Board of Grantors.

(3) Meetings: Unless otherwise indicated on the agenda, all meetings of the Board of Grantors will convene in the second floor conference room at Midwest City City Hall, 100 North Midwest Boulevard, Midwest City, Oklahoma. All dates, times and places of all committee meetings shall be given to the Secretary of the Authority at least 72 hours prior to each meeting. Special meetings of the Board of Grantors can be called on an as-needed basis as determined by the chairman or by a majority of the Board of Grantors. The Board of Grantors and all of its committees shall comply with the Oklahoma Open Meetings Act, as it may be amended from time to time.

(4) Duties of the Board of Grantors:

- (a) To seek, request, apply for and receive grants, gifts and donations to be administered by the Authority with the assistance of the Board of Grantors;
- (b) To review applications for the disbursement of grant monies ensuring that the applications comply with the Authority's objectives and the guidelines of the Operating Agreement between the Authority and the Board of Grantors. The following guidelines shall be used in the evaluation of each application:
 - (i) The primary and foremost consideration of the benefit to the community shall be the final determination whether to fund grant applications.
 - (ii) Each application will be individually reviewed and evaluated by each Board member uniformly and without bias prior to the ranking meeting. Each Board member shall complete evaluation forms that have a numerical weight to each area of the application for each application prior to the ranking meeting.
 - (iii) If there is an application that is illegible or that a Board member cannot understand, he/she shall seek advice of counsel prior to evaluating or abstain from evaluating that application. Any Board member that discovers he/she has a potential conflict of interest pertaining to any grant application must inform the Board of Grantors of that conflict and should abstain from evaluating that application.
- (c) To rate the submitted grant applications on a competitive basis using the following criteria:
 - (i) Need for the project in the community of Midwest City, Oklahoma;
 - (ii) Project description and specific plans for implementation and use of grant funds;

- (iii) Number of citizens or visitors that the project would benefit in the community;
 - (iv) Positive impact the project would have in the community; and
 - (v) Plans for project evaluation objectives;
- (d) Periodically conduct a community analysis and submit a report to the Authority as to the needs of the community. This can be a committee project and reviewed annually;
 - (e) Send to the Authority by March 1 of each year a ranking list of those grant applications that meet the guidelines; and
 - (f) Make recommendations to the Authority as may be appropriate for the benefit of the Authority, and perform such duties and have such other powers as the Authority may determine from time to time.

(5) Rating of grant applications: After each Board member has read all of the grant applications and completed an evaluation form for each with rating numbers, all sections of the evaluation form will be added together to determine that Board member's point total for each grant application. All of the Board members' point totals for each grant application will be added together and divided by the total number of evaluating Board members. This number then becomes the ranking number for that grant application. This procedure continues until all grant applications are evaluated and ranked from the highest to lowest. If clarification of a grant application or a project is needed, this can be accomplished by a visit by or to the Board of Grantors or by written clarification submitted by an applicant of specific areas of a grant application or a project at the sole and exclusive discretion of the Board of Grantors.

(6) Grant limitations: Only one application will be considered if two or more identical applications are submitted. No identical grant will be funded in subsequent years but multi-year grant applications will be considered. All grant applications must be double spaced and typewritten or printed in black ink, and must be received by the Secretary of the Authority prior to 5:00 p.m. on the designated deadline to qualify for consideration for funding by the Board of Grantors.

(7) Annual review: These procedures shall be reviewed annually or as directed by the chairman of the Board of Grantors or of the Authority.

(8) Attendance at Authority meetings: At least one member of the Board of Grantors shall attend meetings of the Authority when requested to do so by the Authority.

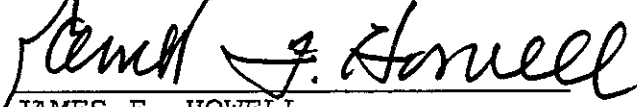
C. REPORTS TO THE AUTHORITY

(1) Ranking report: The Board of Grantors shall prepare and submit to the Authority a report ranking those grant applications with the highest total point averages as its recommendations as to which grant applications should be funded. At no time shall the funding recommendations of the Board of Grantors exceed the funding limits identified by the Authority no later than September 1 of each year as being available for distribution as grants.

(2) Year-end report: The Board of Grantors shall make a year-end report to the Authority no later than June 30 of each year. The year-end report will contain some indication of the objectives, aims and goals of the Board of Grantors.

(3) Budget: The Board of Grantors shall submit a budget of its intended expenditures for the following fiscal year to the Authority before May 1 of each year. This budget will be prepared by the Authority's Secretary and approved by the Board of Grantors prior to submission for the Authority's approval.


THESE POLICIES AND PROCEDURES were passed and approved by the Trust Board of Grantors of the Midwest City Memorial Hospital Authority on the 10th day of September, 1998.


JAMES F. HOWELL
Chairman

ATTEST:


MARY KALBERT
Secretary/Treasurer

APPROVED AS TO FORM AND LEGALITY this 10th day of September, 1998.


KATHERINE BOLLES
Attorney for the Trust Board
of Grantors

RESOLUTION NO. 2020- 28

WHEREAS, the Trustees of the Midwest City Memorial Hospital Authority ("Authority") will consider the attached and incorporated Resolution on December 8, 2020 approving a Joint Resolution and authorizing the Chairman to take actions in furtherance thereof ("Resolution of December 8, 2020"); and, the Council of the City of Midwest City desires to take the following actions.

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

The Resolution of December 8, 2020 is hereby joined in and approved by the City of Midwest City, Oklahoma ("City"), including approval of the THIRD AMENDMENT TO AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY as provided for by the Resolution of December 8, 2020 ("Third Amendment") as beneficiary of the Authority, with the Mayor authorized to execute Third Amendment for and on behalf of the City.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 8th day of December, 2020.

CITY OF MIDWEST CITY, OKLAHOMA



Matthew D. Dukes II
MATTHEW D. DUKES II, Mayor

ATTEST:

Sara Hancock
SARA HANCOCK, City Clerk

APPROVED as to form and legality this 11 day of December, 2020.

Heather Poole
HEATHER POOLE, City Attorney

JOINT RESOLUTION

OF

THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY ("AUTHORITY"), THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, BENEFICIARY OF THE AUTHORITY, AND THE MIDWEST CITY CHAMBER OF COMMERCE, TRUSTOR OF THE AUTHORITY

APPROVING

THIRD AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain Amended and Restated Trust Indenture ("Amended Trust Indenture") of the Midwest City Memorial Hospital Authority ("Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma ("Beneficiary"), which was subsequently amended by the First Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on April, 2017 ("2017 Amendment") (collectively, as amended, the "Indenture"); and amended again by the Second Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on October 9, 2018.

WHEREAS, the 2018 Amendment Paragraph 2(b) of Article III of the Amended Trust Indenture regarding the purposed of the Authority, which now reads in part as follows:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be limited to properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years.

WHEREAS, based in part on the foregoing language of Paragraph 2(b) of Article III of the Indenture, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes of the Trust, specifically for what purposes the Trust funds may be awarded; and,

WHEREAS, the Trustees of the Authority and the City Council of the Beneficiary, with the consent of the Trustor, the Midwest City Chamber of Commerce ("Trustor"), are all of the parties necessary to amend the Indenture and are therefore authorized to so do.


NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Indenture is hereby amended, as follows:

SECTION I. Paragraph 2 (b) of Article III of said Amended Trust Indenture is hereby amended, to read as follows, with new language underscored:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be awarded with preference to be given to those properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years but requests can be considered that include requests for property items that include technology or other software dependent property items that will aid the Beneficiaries identified in Article III, (1) (a).


THE UNDERSIGNED AUTHORITY, BENEFICIARY AND TRUSTOR AGREE TO ALL CONTAINED HEREIN.

APPROVED FOR AND ON BEHALF OF THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, as authorized by Resolution No. HA 2020-03 approved by the Authority on December 8, 2020.

Date 12/10/20
ATTEST:  Sara Hancock
SARA HANCOCK, Secretary

"Authority"

TRUSTEES OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY


MATTHEW D. DUKES, Chair

Date 12/10/20
ATTEST: Sara Hancock
SARA HANCOCK, City Clerk



"Beneficiary"

CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA


MATTHEW D. DUKES II, MAYOR

Date 12-2-20

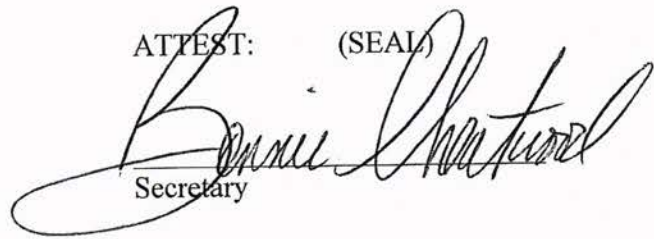
"Trustor"

MIDWEST CITY CHAMBER OF
COMMERCE



Shane Willard, President
Name Title

ATTEST: (SEAL)



Secretary

RESOLUTION NO. HA 2020- 03

WHEREAS, the Council of City of Midwest City approved the attached and incorporated Resolution on December 8, 2020 authorizing the Trustees of the Midwest City Memorial Hospital Authority ("Authority") to consider and approve a Joint Resolution and authorize the Chairman to take actions in furtherance thereof ("Resolution of December 8, 2020"); and, the Chairman of the Midwest City Memorial Hospital Authority desires to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

The Resolution of December 8, 2020 is hereby joined in and approved by the Midwest City Hospital Authority, Oklahoma ("City"), including approval of the THIRD AMENDMENT TO AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY as provided for by the Resolution of December 8, 2020 ("Third Amendment") as beneficiary of the Authority, with the Chair authorized to execute Third Amendment for and on behalf of the Authority.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Memorial Hospital Authority, Oklahoma, this 8th day of December, 2020.

MIDWEST CITY HOSPITAL
AUTHORITY, a public trust



MATTHEW D. DUKES II, Chairman

ATTEST:




SARA HANCOCK, Secretary

APPROVED as to form and legality this 11 day of December, 2020.



HEATHER POOLE, City Attorney

JOINT RESOLUTION

OF

THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY (" AUTHORITY "), THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, BENEFICIARY OF THE AUTHORITY, AND THE MIDWEST CITY CHAMBER OF COMMERCE, TRUSTOR OF THE AUTHORITY

APPROVING

THIRD AMENDMENT TO
AMENDED AND RESTATED TRUST INDENTURE OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

WHEREAS, on April 8th, 1998, that certain Amended and Restated Trust Indenture ("Amended Trust Indenture") of the Midwest City Memorial Hospital Authority ("Authority") was adopted amending the original Trust Indenture of the Authority dated July 1st, 1961, for the use and benefit of the City of Midwest City, Oklahoma ("Beneficiary"), which was subsequently amended by the First Amendment to Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on April, 2017 ("2017 Amendment") (collectively, as amended, the "Indenture"); and amended again by the Second Amendment to the Amended and Restated Trust Indenture of the Midwest City Memorial Hospital Authority on October 9, 2018.

WHEREAS, the 2018 Amendment Paragraph 2(b) of Article III of the Amended Trust Indenture regarding the purposed of the Authority, which now reads in part as follows:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be limited to properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years.

WHEREAS, based in part on the foregoing language of Paragraph 2(b) of Article III of the Indenture, the City Council of the Beneficiary and the Trustees of the Authority now desire to amend said Amended Trust Indenture to clarify the purposes of the Trust, specifically for what purposes the Trust funds may be awarded; and,

WHEREAS, the Trustees of the Authority and the City Council of the Beneficiary, with the consent of the Trustor, the Midwest City Chamber of Commerce ("Trustor"), are all of the parties necessary to amend the Indenture and are therefore authorized to so do.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority of the Trustees of the Authority and the City Council of the Beneficiary, and with the consent of the Trustor, the Midwest City Chamber of Commerce, the Indenture is hereby amended, as follows:

SECTION I. Paragraph 2 (b) of Article III of said Amended Trust Indenture is hereby amended, to read as follows, with new language underscored:

(b) Grants for the acquisition of, improvement to or enhancement of property shall be awarded with preference to be given to those properties or improvements or enhancements to properties that have an expected useful life of greater than twenty (20) years but requests can be considered that include requests for property items that include technology or other software dependent property items that will aid the Beneficiaries identified in Article III, (1) (a).

THE UNDERSIGNED AUTHORITY, BENEFICIARY AND TRUSTOR AGREE TO ALL CONTAINED HEREIN.

APPROVED FOR AND ON BEHALF OF THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, as authorized by Resolution No. HA 2020-03 approved by the Authority on December 8, 2020.

Date 12/10/20

ATTEST: (SEAL)

Sara Hancock
SARA HANCOCK, Secretary

"Authority"

TRUSTEES OF THE MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY

Matthew D. Dukes
MATTHEW D. DUKES, Chair

Date 12/10/20

ATTEST:

Sara Hancock
SARA HANCOCK, City Clerk



"Beneficiary"

CITY COUNCIL OF THE CITY OF
MIDWEST CITY, OKLAHOMA

Matthew D. Dukes II
MATTHEW D. DUKES II, MAYOR

Date 12-2-20

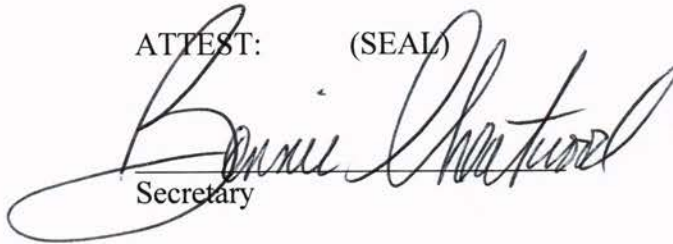
"Trustor"

MIDWEST CITY CHAMBER OF
COMMERCE



Shane Willard, President
Name Title

ATTEST: (SEAL)



Secretary

Grant History (End-of-Year Report Info.)		
Fiscal Year	# of Apps Awarded	Total Amount Awarded
FY 22-23	13	\$557,333.00
FY 21-22	19	\$590,258.00
FY 20-21	53	\$437,090.00
FY 19-20	18	\$458,497.00
FY 18-19	19	\$500,000.00
FY 17-18	18	\$450,000.00
FY 16-17	13	\$450,000.00
FY 15-16	11	\$425,000.00
FY 14-15	10	\$400,000.00
FY 13-14	7	\$350,000.00
FY 12-13	9	\$300,000.00
FY 11-12	11	\$380,344.00
FY 10-11	8	\$169,657.00
FY 09-10	10	\$415,326.00
FY 08-09	12	\$409,738.43
FY 07-08	0	\$0.00
FY 06-07	10	\$500,000.00
FY 05-06	26	\$449,544.74
FY 04-05	28	\$500,000.00
FY 03-04	21	\$250,000.00
FY 02-03	25	\$500,000.00
FY 01-02	30	\$500,000.00
FY 00-01	33	\$500,000.00
FY 99-11	20	\$500,000.00
FY 98-99	24	\$392,504.00
Total to Date	448	\$9,926,795.17

MWC Hospital Authority GRANT RECIPIENTS 2022-23

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
MWC Eng. & Con.	Purchase and install Benches along new Mid-America Trail.	\$15,000.00			\$15,000.00	
MWC Eng. & Con.	Purchase and install Blue Lights along new Mid-America Trail.	\$54,306.00			\$54,306.00	
MWC Police	Purchase trailer and speed sign for traffic data and stats.	\$29,837.00			\$29,837.00	
St. M.U.M. Church	Purchase building materials and hire contractors to refurbish donated space.	\$36,000.00			\$36,000.00	
American Legion Post 170	Automation Improvements - 3 new PCs/1 laptop/3 printers.	\$5,490.00			\$5,490.00	
MWC Soccer Club	Purchase and install safety fence.	\$21,600.00	\$21,600.00		\$0.00	
MWC Fire	Purchase 82 sets of duel certified gear for fire staff.	\$95,000.00			\$95,000.00	
C.A.H.S.	PCs/Gaming equipment for new Esports Program.	\$4,000.00	\$3,725.66		\$274.34	
Mission Mid-Del, Inc.	Purchase of a Used Box Truck.	\$40,000.00			\$40,000.00	
MWC Golf Course	Purchase and install safety fence between Golf Course and Joe B. Barnes Regional Park.	\$100,000.00			\$100,000.00	
MWC Com. Dev.	Restore and install original Skytrain letters at the new Atkinson Park.	\$50,000.00			\$50,000.00	
Mid-Del Technology Center	STEM summer camp for 6-8 grade students.	\$13,000.00			\$13,000.00	
Mid-Del Group Homes	Build a safe loading dock.	\$93,100.00			\$93,100.00	
	Total of recommended grants awarded	\$557,333.00				
					\$0.00	
	Total funds awarded	\$557,333.00	\$25,325.66	\$0.00	\$532,007.34	
	Current year funding approved by Council					
	Total FY 2022-23 Grant Expenditures				-25,325.66	
	Monies Returned to Hospital Authority Account				0.00	
Updated 08/09/22 JD	Total FY 2022-23 Grant Monies Remaining				-25,325.66	

MWC Hospital Authority GRANT RECIPIENTS 2021-22

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
Autumn House	Update/Replace Elevator	\$125,000.00	\$125,000.00		\$0.00	
Leah's Hope, Inc.	Strengthening Identity	\$3,500.00	\$1,203.25		\$2,296.75	Emailed 03-08-23
MCHS Band Boosters	Bomber Band Equipment Van	\$25,000.00	\$25,000.00		\$0.00	
Mid-Del P. S. Found.	Calming Corners	\$25,581.32			\$25,581.32	Called 04-06-23 6-month ext. on May 16, 2023
Mid-Del Tech. Center	2022 MDTC Leadership Institute	\$12,000.00	\$10,995.53		\$1,004.47	6-month ext. on April 25, 2023
Mid-Del Youth and Family Center	Circle to Safety Project	\$9,864.00	\$9,864.00		\$0.00	
MWC Animal Welfare	Dog Runs at the new Animal Shelter	\$18,674.00	\$18,462.00		\$212.00	Called 04-06-23
MWC Econ. Development	EDA 2022 Business Assistance Program	\$100,000.00	\$43,160.00		\$56,840.00	Brentwood = \$11,585 Maytag Bldg. = \$31,575 1-year ext. on April 25, 2023
MWC Fire Dept.	Health and Fitness	\$11,694.00	\$11,693.94	\$0.06	\$0.00	
MWC Grants Management	Middle Income Homebuyer Assistance	\$50,000.00			\$50,000.00	6-month ext. on April 25, 2023
MWC Grants Management	NIA Center Digital Signage Project	\$41,500.00	\$41,500.00		\$0.00	
MWC Neigh. Services	Neighbors Helping Neighbors	\$6,000.00	\$5,999.36	\$0.64	\$0.00	
MWC Public Works	Tree Replen./ J.B. Park Improvements	\$61,089.49			\$61,089.49	Emailed 04-06-23 6-month ext. on April 25, 2023
MWC Public Works	Christmas Displays for Holiday Lights	\$57,415.44			\$57,415.44	Emailed 04-06-23 6-month ext. on April 25, 2023
MWCHS Homerun Club	MCHS Ballpark Improvements	\$25,778.75	\$25,778.75		\$0.00	
Rose State Found., Inc.	Young Storm Raiders! Camp	\$2,317.00			\$2,317.00	Called 04-06-23 6-month ext. on April 25, 2023
Rose State Found., Inc.	STEM 3D Printing	\$3,424.00			\$3,424.00	Called 04-06-23 6-month ext. on April 25, 2023
Rose State Found., Inc.	Drone Deploy Project	\$6,420.00			\$6,420.00	Called 04-06-23 6-month ext. on April 25, 2023
V.F.W. Post 7192	Renovation of Banquet Area	\$5,000.00	\$5,000.00		\$0.00	Called 04-06-23
	Total of recommended grants awarded	\$590,258.00				
	Total funds awarded	\$590,258.00	\$323,656.83	\$0.70	\$266,600.47	
	Current year funding approved by Council				\$590,258.00	
	Total FY 21-222 Grant Expenditures				-323,656.83	
	Monies Returned to Hospital Authority Account				-0.70	
Updated 02/23/22 JD	Total FY 2021-22 Grant Monies Remaining				266,600.47	

MWC HOSPITAL AUTHORITY GRANT RECIPIENTS FY 2020-21 SECOND ROUND

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
Altitude 1291, LLC	Economic Relief	\$21,924.00	\$21,924.00		\$0.00	Emailed on 12-29
C'est Si Bon, Inc	Economic Relief	\$20,000.00	\$20,000.00		\$0.00	
Star Skate	Reimbursment for floor	\$50,000.00	\$50,000.00		\$0.00	
La Greek Restaurant	Economic Relief	\$18,000.00	\$18,000.00		\$0.00	Emailed on 12-29
Spencer's Smokehouse BBQ	Economic Relief	\$43,319.37	\$43,319.37		\$0.00	
Chequers	Economic Relief	\$28,000.00	\$28,000.00		\$0.00	Sent email on 9-7-21 and 11-16-21 and 12-29
Super Subs	Economic Relief	\$4,000.00	\$2,031.90	1968.1	\$0.00	
Brielle's Bistro	Economic Relief	\$4,000.00	\$4,000.00		\$0.00	
Seasoned Café	Economic Relief	\$20,000.00	\$20,000.00		\$0.00	Emailed on 12-29
Fuzzy's MWC	Economic Relief	\$9,500.00	\$9,500.00		\$0.00	
BTB MWC Ops LLC	Economic Relief	\$15,000.00	\$15,000.00		\$0.00	Emailed 12-23
S&B MWC Ops LLC	Economic Relief	\$15,000.00	\$15,000.00		\$0.00	Emailed 12-23
Hawthorn Suites	Economic Relief	\$10,000.00	\$10,000.00		\$0.00	Sent email on 11-16-21 and 12-23
HH2 to HH3 Ops LLC	Economic Relief	\$5,000.00	\$5,000.00		\$0.00	Emailed on 12-29
The Okies Fabric Stash	Economic Relief	\$25,000.00	\$25,000.00		\$0.00	Emailed on 12-29
Pete & Bevos Restaurant Group	Economic Relief	\$2,000.00	\$2,000.00		\$0.00	Sent email on 9-7-21 and 11-16-21 and 12-29
MWC Feast	Economic Relief	\$5,000.00	\$5,000.00		\$0.00	
Meiji MWC	Economic Relief	\$5,000.00	\$5,000.00		\$0.00	
AAA Kopy LLC	Economic Relief	\$24,846.63	\$24,846.63		\$0.00	
Red Rock Dentistry	Economic Relief	\$15,000.00	\$15,000.00		\$0.00	
	Total of recommended grants	\$340,590.00				
	Total funds awarded	\$340,590.00	\$338,621.90	\$1,968.10	\$0.00	
	Current year funding approved by Council				\$ 340,590.00	
	Total FY 20-21 Grant Expenditures				-338,621.90	
	Monies Returned to Hospital Authority Account				-1,968.10	
Updated 01/22/21 JD	Total FY 20-21 Grant Monies Remaining				0.00	

COVID-19 Small Business Relief Grant Recipients 2020-21			
GRANT RECIPIENT	AWARD AMOUNT	DATE AWARDED	Standing
Altitude 1291, LLC	\$4,000	8/18/2020	Completed
Bare Essentials	\$1,500	8/18/2020	Completed
Booger Red's	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21
Brielle's Bistro	\$4,500	8/18/2020	Completed
Celebrity Club	\$4,000	8/18/2020	Completed
C'Est Si Bon	\$2,000	8/18/2020	Completed
Chong Wah Asian Bistro	\$4,000	8/18/2020	Completed
Computers Coffee & Chill	\$4,000	9/22/2020	Completed
Cookies By Design	\$4,000	8/18/2020	Completed
Cut Loose Hair Design	\$1,500	8/18/2020	Completed
Douglas Hair Salon	\$1,500	8/18/2020	Email sent 01-22-21 and 12-29-21
Ghost Riders Saloon	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21
Hair by Julia	\$1,500	8/18/2020	Completed
Jazzercise	\$1,500	8/18/2020	Completed
La Greek	\$4,000	8/18/2020	Completed
Meiji MWC	\$2,000	8/18/2020	Completed
Pelican's	\$4,000	8/18/2020	Completed
Planet Bowl	\$4,000	8/18/2020	Completed
Red Rock Dentistry	\$1,500	8/18/2020	Completed
Regional Health & Wellness Center	\$1,500	8/18/2020	Completed
Ron's Hamburgers & Chili	\$2,000	8/18/2020	Completed
Seasoned Café	\$4,000	8/18/2020	Completed
Star Skate	\$4,000	8/18/2020	Completed
Super Subs	\$4,000	8/18/2020	Completed
Tana Thai	\$4,000	8/18/2020	Completed
Tequila Daisy Hair Lounge	\$1,500	8/18/2020	Completed
Tez Wingz	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21 Completed
The Guild	\$1,500	8/18/2020	Email sent 01-22-21 and 12-29-21
The Okies Fabric Stash	\$4,000	8/18/2020	Completed
TimberView Family Dentistry	\$1,500	8/18/2020	Completed
Tumble Stars, L.L.C.	\$1,500	8/18/2020	Completed
Wert-Simpson Dental Clinic	\$1,500	8/18/2020	Completed
Wholly Guacamole	\$4,000	8/18/2020	Email sent 01-22-21 and 12-29-21
Total Awarded	\$96,500		
Alloted Grant Funds for FY20-21	\$433,090		
Remaining alloted grant funds for FY 20-21	\$340,590		

Out of Business

Total Fiscal Year \$437,090

MWC Hospital Authority GRANT RECIPIENTS 2019-20

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
Mid-Del Public Schools Foundation	Our Future is Bright, But We Need Shade!	\$35,000.00	\$35,000.00		\$0.00	Sent email 01-27-21 - Alternative equipment ordered.
MWC Public Works Dept.	Solar-Powered School Zone Signals Pilot Program	\$10,000.00	\$10,000.00		\$0.00	Sent email 01-27-21 - In progress
Mid-Del Technology Center	Long Term Care Nurse Assistant Program	\$10,044.48	\$9,868.08	\$176.40	\$0.00	Sent email 01-27-21 - Refund check on unused portion in the mail.
MWC Fire	Heavy Rescue Stabilization Equipment	\$13,218.18	\$13,218.18		\$0.00	
Rose State College Foundation, Inc.	STEM Academy - Cyber Security Essentials	\$1,645.00	\$1,645.00		\$0.00	6-month ext. request 03-09-21
MWC Grants Management Dept.	Municipal Complex Sidewalks	\$65,000.00	\$56,398.00		\$8,602.00	Sent email 01-27-21 - In progress ext. granted 9-28-21 and on April 25, 2023
Mid-Del Technology Center	Fire Extinguisher Training System	\$11,755.00	\$11,755.00		\$0.00	
Rose State College Foundation, Inc.	STEM Academy - Cobots	\$1,120.00	\$907.02	\$212.98	\$0.00	6-month ext. request 03-09-21
Rose State College Foundation, Inc.	STEM Academy - 3D Printing	\$6,318.00	\$3,095.09	\$3,222.91	\$0.00	6-month ext. request 03-09-21
Mid-Del Technology Center,	High-Fidelity Simulation Lab	\$25,000.00	\$20,895.00	\$4,105.00	\$0.00	Sent email 01-27-21 - Refund check on unused portion in the mail.
MWC Economic Development	Air Depot Corridor Improvement Study	\$48,466.67	\$48,466.67		\$0.00	6-month ext. request 03-09-21; 6-month ext. granted 9-28-21, Contract awarded and process started.
MWC Police	MWC Animal Welfare Surgical Room Equipment	\$32,340.00	\$32,340.00		\$0.00	6-month ext. request 03-09-21
MWC Public Works Dept.	Compost and Sand Bagger	\$37,205.00	\$37,205.00		\$0.00	Sent email 01-27-21 - In progress
MWC Economic Development	Medical Plaza District Study	\$48,466.67	\$48,466.67		\$0.00	6-month ext. request 03-09-21
Rose State College Foundation, Inc.	STEM Academy - Flying Safely with Drones	\$2,100.00	\$2,100.00		\$0.00	6-month ext. request 03-09-21
MWC Soccer Club	MWC Soccer Club ThorGuard	\$25,635.00	\$25,635.00		\$0.00	
MWC Community Development	Traffic Collection for Trails	\$18,000.00	\$18,000.00		\$0.00	
MWC Police	MWC Animal Welfare Marquee Sign	\$67,183.00	\$67,183.00		\$0.00	6-month ext. request 03-09-21
	Total of recommended grants awarded	\$458,497.00				
					\$0.00	
	Total funds awarded	\$458,497.00	\$442,177.71	\$7,717.29	\$8,602.00	
	Current year funding approved by Council				\$458,497.00	
	Total FY 19-20 Grant Expenditures				-442,177.71	
	Monies Returned to Hospital Authority Account				-7,717.29	
Updated 05/06/20 JD	Total FY 19-20 Grant Monies Remaining				8,602.00	

MWC Hospital Authority GRANT RECIPIENTS 2018-19

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
St. Matthew United Methodist Church, Inc.	Freezers - Mobile Meals at St. Matthew	\$20,000.00	\$19,115.90	\$884.10	\$0.00	
St. Matthew United Methodist Church, Inc.	Refrigerators - Mobile Meals at St. Matthew	\$9,100.00	\$8,720.70	\$379.30	\$0.00	
MWC Soccer Club	MWC Soccer Club Marquees	\$44,013.80	\$44,013.80		\$0.00	
MWC Fire Department	Rescue Boat	\$3,449.00	\$3,449.00		\$0.00	
Leah's Hope, Inc.	Leah's Hope Transitional Housing Program	\$37,960.00	\$37,960.00		\$0.00	
Mid-Del School Foundation	Refill Mid-Del!	\$36,395.20	\$36,395.20		\$0.00	
MWC High School Band	Band Instruments	\$23,400.00	\$19,144.00	\$4,256.00	\$0.00	
Willow Brook Elementary	Marquee	\$25,000.00	\$25,000.00		\$0.00	
Kiwanis Club of MWC	Park a Lot	\$25,000.00	\$25,000.00		\$0.00	
Mid-Del Youth and Family Center, Inc.	Septic System	\$10,000.00	\$10,000.00		\$0.00	
MWC Economic Development	Business Compliance Grant Program	\$50,000.00	\$45,788.50	\$4,211.50		
MWC Grant Mgmt.	Original Mile Homebuyer Assistance Program	\$50,000.00	\$50,000.00		\$0.00	Six month extension granted in Jan. 2020. Sent email on 01-27-21 for new ext. request. ext. granted 9-28-21
MWC Grant Mgmt.	Middle Income Housing Rehab Loan Program	\$50,000.00	\$50,000.00		\$0.00	Six month extension granted in Jan. 2020. Sent email on 01-27-21 for new ext. request. ext. granted 9-28-21
MWC Communications	Community Improvement Grant Branding	\$3,500.00	\$3,500.00		\$0.00	
MWC Parks & Rec.	Lions Park Electronic Message Board Relocation	\$40,000.00	\$40,000.00		\$0.00	
MWC PWA	Trailer Mounted Impact Attenuator	\$19,182.00	\$18,675.00	\$507.00	\$0.00	
MWC PWA	Electronic Marquee for Public Works	\$38,000.00	\$38,000.00		\$0.00	
MWC Parks & Rec.	Blue Light Phones for Rail with Trail	\$15,000.00	\$15,000.00		\$0.00	
	Total of recommended grants awarded	\$500,000.00				
	Total funds awarded	\$500,000.00	\$489,762.10	\$10,237.90	\$0.00	
	Current year funding approved by Council				\$500,000.00	
	Total FY 18-19 Grant Expenditures				-489,762.10	
	Monies Returned to Hospital Authority Account				-10,237.90	
Updated 05/06/20 JD	Total FY 18-18 Grant Monies Remaining				0.00	

MWC Hospital Authority GRANT RECIPIENTS 2017-18

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
MWC Police	FARO Technologies Hardware & Software	\$78,811.00	\$78,810.74	0.26	\$0.00	
The Eden Clinic, Inc.	Increased Medical Services	\$30,000.00	\$30,000.00		\$0.00	
MWC Fire	Gas ID Analyzer	\$61,000.00	\$61,000.00		\$0.00	
MWC Fire	Gas Monitors	\$14,400.00	\$14,400.00		\$0.00	
MWC Fire	Child Passenger Safety Restraints	\$2,030.25	\$2,030.25		\$0.00	
MWC Fire	Triage Kits	\$12,808.44	\$12,808.44		\$0.00	
Carl Albert High School	Water Bottle Filling Stations	\$1,040.21	\$1,040.21		\$0.00	
Autumn House, Inc.	Installation of Wireless System	\$26,645.50	\$26,645.50		\$0.00	
MWC Public Works	Excavation Safety Response Unit	\$67,000.00	\$67,000.00		\$0.00	
Carl Albert Band Booster	Band Trailer	\$22,500.00	\$22,500.00		\$0.00	
Oklahoma Earthbike Fellowship	SCIP Maintenance	\$4,500.00	\$4,500.00		\$0.00	
MWC Senior Center	Senior Center Aquarium Project	\$2,520.00	\$2,519.99	0.01	\$0.00	
Friends of the OK History Center, Inc.	Restore & Interpret Historic C-47	\$10,000.00	\$10,000.00		\$0.00	
MWC Com. Dev.	Drone	\$5,000.00	\$5,000.00		\$0.00	
MWC Com. Dev.	Ridgecrest Neighborhood Entrance Sign	\$2,200.00	\$2,200.00		\$0.00	
MWC Grant Dept.	Dana Brown Cooper Head Start - Facility Improvements	\$4,100.00	\$4,100.00		\$0.00	
MWC Public Works	Regional Trail Exercise Stations	\$15,000.00	\$15,000.00		\$0.00	
MWC High School	Keeping Bombers Brilliant with B-1 Technology	\$90,444.60	\$90,444.60		\$0.00	
	Total of recommended grants awarded	\$450,000.00				
MWC HS Museum, Inc. - Vietnam Memorial Project	Additional Matching Funds Awarded by the Hospital Authority Trustees	\$90,000.00	\$90,000.00		\$0.00	
	Total funds awarded	\$540,000.00	\$449,999.73	\$0.27	\$0.00	
	Current year funding approved by Council				\$540,000.00	
	Total Grant Expenditures				-449,999.73	
	Monies Returned to Hospital Authority Account				0.27	
	Total Grant Monies Remaining				0.00	

MWC Hospital Authority GRANT RECIPIENTS 2016-17

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
MWC Chamber	MWC/Tinker 75th Anniversaries	\$209,956.00	\$209,956.00		\$0.00
Friends of the OK History Center	MWC Historic C-47 Exhibit	\$75,000.00	\$75,000.00		\$0.00
Divine Wisdom Worship Center	Van	\$25,000.00	\$25,000.00		\$0.00
Mid-Del Public Schools	John Deer Gator	\$21,304.00	\$21,304.00		\$0.00
MWC Parks & Rec.	Shuttle golf cars	\$20,000.00	\$17,918.86	\$2,081.14	\$0.00
MWC Com. Dev.	Changeable Message Sign	\$18,500.00	\$15,336.40	\$3,163.60	\$0.00
MWC Parks & Rec.	Mid-America Park Master Plan Proposal	\$16,000.00	\$15,550.00	\$450.00	\$0.00
Rose State College Foundation	MWC Heritage Day	\$15,000.00	\$12,411.02	\$2,588.98	\$0.00
Kiwanis Club	Blue Lights at Kiwanis' Park	\$10,000.00	\$7,338.00	\$2,662.00	\$0.00
MWC Parks & Rec.	Blue Lights at Lions Park	\$10,000.00	\$7,338.00	\$2,662.00	\$0.00
Eden Clinic	Pregnancy and Wellness	\$10,000.00	\$10,000.00		\$0.00
Rose State College	OK Business Conference	\$9,450.00	\$8,758.00	\$692.00	\$0.00
MWC Fire	Equipment upgrades	\$9,790.00	\$9,790.00		\$0.00
					\$0.00
	Total Award Amount	\$450,000.00			
	Sub-Totals		\$435,700.28	\$14,299.72	0.00
	Current year funding approved by Council				\$450,000.00
	Total Grant Expenditures				-435,700.28
	Monies Returned to Hospital Authority Account				\$14,299.72
	Grant Monies Remaining				0.00

MWC Hospital Authority GRANT RECIPIENTS 2015-16

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
MWC Police	Protective Cooling Vests for 2 K-9s	\$1,175.94	\$1,175.94		\$0.00
MWC Police	Training Simulator	\$146,101.90	\$146,102.00		\$0.00
MWC Economic Development	Heritage Park Mall Redev. Feasibility Study	\$27,500.00	\$27,500.00		\$0.00
Mid-Del Schools Foundation, Inc.	Subscribe to Ready to Learn/First Book	\$7,000.00	\$7,000.00		\$0.00
MWC Community Development	Innovation District Plan	\$62,500.00	\$62,500.00		\$0.00
MWC Tree Board	2015 Parklawn Beautification Project	\$38,000.00	\$28,000.00	\$10,000.00	\$0.00
MWC Tree Board	2015 Hudiburg Dr. Island Irrigation Project	\$28,300.00	\$28,166.77	133.23	\$0.00
MWC Fire	Fire wish list for equipment	\$100,000.00	\$100,000.00		\$0.00
Rose State College	Amphitheater Modernization	\$8,495.00	\$8,494.84	\$0.16	\$0.00
Mid-Del Food Pantry, Inc.	Dry Storage Building	\$4,000.00	\$4,000.00		\$0.00
MWC Parks & Recreation	Festival Inflatables Project	\$1,927.16		\$1,927.16	\$0.00
	Total Award Amount	\$425,000.00			
	Sub-Totals		\$412,939.55	\$12,060.55	0.00
	Current year funding approved by Council				\$425,000.00
	Total Grant Expenditures				-412,939.55
	Monies Returned to Hospital Authority Account				\$12,060.55
	Total Grant Monies Remaining				0.00

MWC Hospital Authority GRANT RECIPIENTS 2014-15

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
MWC Police - (Capt. Jonathon Goforth)	Wearable Video Camera System	\$61,000.00	\$60,991.39	8.61	\$0.00
Rose State College (Cindy Mikeman)	Atkinson Heritage Center Revitalization Project II	\$47,581.00	\$47,581.00	\$0.00	\$0.00
MWC Grants Management (Teri Craft)	Midwest City Boys and Girls Club Pilot Program	\$75,000.00	\$75,000.00	\$0.00	\$0.00
MWC Public Relations (Kay Hunt)	Stories of Christmas	\$91,000.00	\$91,000.00	0	\$0.00
MWC Fire (Jarett Metheny/David Richardson)	Community Risk Reduction Partnership (CRRP)	\$27,848.26	\$27,738.13	\$110.13	\$0.00
Mid-Del Public Schools (Pam Deering)	Sprigeo - A Safety Initiative	\$16,794.60	\$16,794.60	\$0.00	\$0.00
MWC Tree Board (Vaughn Sullivan)	29th & I-40 Island Beautification	\$14,800.00	\$14,963.78	-163.78	\$0.00
MWC Parks and Recreation (Vaughn Sullivan)	Emergency Blue Phone Project	\$38,776.14	\$36,638.98	\$2,137.16	\$0.00
RSVP of Central OK Inc. (Beth Patterson)	RSVP Provide-A-Ride Medical Trans.	\$1,900.00	\$1,900.00	\$0.00	\$0.00
MWC Tree Board (Vaughn Sullivan)	Midwest Blvd Street Beautification	\$25,300.00	\$24,990.58	\$309.42	\$0.00
	Total Award Amount	\$400,000.00			
	Sub-Totals		\$397,598.46	\$2,401.54	\$0.00
	Current year funding approved by Council				\$400,000.00
	Total Grant Expenditures				-\$397,598.46
	Monies Returned to Hospital Authority Account				\$2,401.54
	Total Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2013-14

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Fire Dept	Fire Command Training Center	\$32,000.00	\$32,000.00	\$0.00	\$0.00
City of Midwest City/Golf Course	First Tee National Program	\$10,000.00	\$10,000.00	\$0.00	\$0.00
City of Midwest City/311 App	City Of MWC Mobile 311 App	\$20,000.00	\$19,924.00	\$76.00	\$0.00
Midwest City Chamber of Commerce	Town Center Electronic Event Billboard	\$80,584.87	\$78,157.21	2427.66	\$0.00
MWC Parks and Rec Dept	Mobile Stage	\$155,000.00	\$155,000.00	\$0.00	\$0.00
Rose State College - Atkinson	Atkinson Heritage Center Project - landscaping	\$52,415.13	\$52,415.13	\$0.00	
	Total Award Amount	\$350,000.00			
	Sub-Totals		\$347,496.34	\$2,503.66	\$0.00
	Current year funding approved by Council				\$350,000.00
	Total FY 13-14 Grant Expenditures				-\$347,496.34
	Monies Returned to Hospital Authority Account				\$2,503.66
	Total FY 13-14 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2012-13

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Fire Dept	Firefighter safety & health equipment	\$18,755.00	\$18,755.00		\$0.00
City of Midwest City/Golf Course	Replace fence south side golf course	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Grants Mgmt	Original mile median improvement project	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Police Dept	Covered parking specialty equipment & vehicles	\$14,000.00	\$14,000.00		\$0.00
Midwest City Rotary Club	Erection of Veterans' Memorial - 2 grant year total	\$60,000.00	\$60,000.00		\$0.00
Midwest City Tree Board	SE 15th Street Beautification Project	\$35,000.00	\$32,064.20	\$2,935.80	\$0.00
Mid-Del City Public Schools Foundation	Bot Ball educational Robotics	\$25,000.00	\$22,923.38	\$2,076.62	
Regional Food Bank of OK	Expansion of MWC childhood hunger programs	\$25,000.00	\$25,000.00		\$0.00
YMCA of Greater OKC	Purchase & install addtl. playground equipment MWC	\$22,245.00	\$22,200.00	\$45.00	\$0.00
	Total Award Amount	\$300,000.00			
	Sub-Totals		\$294,942.58	\$5,057.42	\$0.00
	Current year funding approved by Council				\$300,000.00
	Total FY 12-13 Grant Expenditures				-\$294,942.58
	Monies Returned to Hospital Authority Account				\$5,057.42
	Total FY 12-13 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2011-12

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City	Green Machine	\$20,000.00	\$18,468.38	\$1,531.62	\$0.00
City of Midwest City/Golf Course	Replace fence	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Police Dept.	Segway	\$8,025.00	\$7,533.96	\$491.04	\$0.00
City of Midwest City/Police Dept.	Off-road UTV & Trailer	\$12,300.00	\$12,299.63	\$0.37	\$0.00
Healing Hearts Health Clinic	Medical & Office Equipment	\$2,000.00	\$2,000.00		\$0.00
Kiwanis' Club of MWC	2011 Concrete Kiwanis's Park Trails	\$70,000.00	\$70,000.00		\$0.00
Literacy Link	Adult Literacy Software	\$2,941.35	\$2,899.30	\$42.05	\$0.00
Metropolitan Library System	Library Garden Restoration	\$25,000.00	\$19,970.92	\$5,029.08	\$0.00
Midwest City Rotary Club	Veteran's Memorial project	\$100,000.00	\$100,000.00		\$0.00
Rose State College	RSC Pilot Program (6-12 grades)	\$60,500.00	\$60,500.00		\$0.00
YMCA Greater OKC	MWC YMCA Community playground	\$29,577.65	\$29,577.65		\$0.00
	Total Award Amount	\$380,344.00			
	Sub-Totals		\$373,249.84	\$7,094.16	\$0.00
	Current year funding approved by Council				\$380,344.00
	Total FY 11-12 Grant Expenditures				-\$373,249.84
	Monies Returned to Hospital Authority Account				\$7,094.16
	Total FY 11-12 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2010-11

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City - Police Department	Replace Irreparable Speed Sign Trailer	\$16,800.00	\$16,800.00		\$0.00
Mid-Del Food Pantry	Freezer & Shelving Upgrade Project	\$21,700.00	\$21,700.00		\$0.00
Mid-Del Group Homes, Inc.	AED's Group Homes & Workshop	\$2,800.00	\$2,800.00		\$0.00
Mid-Del Group Homes, Inc.	Mini-bus w/wheelchair accessibility	\$40,000.00	\$40,000.00		\$0.00
Mid-Del Schools	Random Student Drug Testing (lab expenses only)	\$25,357.00	\$25,357.00		\$0.00
Mid-Del Schools - Carl Albert Middle School	Playaways encourage reading (Library equipment)	\$10,000.00	\$10,000.00		\$0.00
Midwest City Tree Board	Free container grown trees Arbor Day	\$3,000.00	\$3,000.00		\$0.00
Oklahoma Honor Flights	Fund 3 flights @ 1/3 increments (as trips occur)	\$50,000.00	\$50,000.00		\$0.00
	Total Award Amount	\$169,657.00			
	Sub-Totals		\$169,657.00	\$0.00	\$0.00
	Carryover to FY 2011-12	\$80,343			
	Current year funding approved by Council	\$250,000.00			
	Total FY 10-11 Grant Expenditures				\$169,657.00
	Monies Returned to Hospital Authority Account				\$0.00
	Total FY 10-11 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2009-10

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City - Community Development Dept.	North Oaks Redevelopment Plan	\$160,000.00	\$160,000.00		\$0.00
City of Midwest City - Community Development Dept.	Soldier Creek Pedestrian Bridge	\$47,943.46	\$47,943.46		\$0.00
City of Midwest City - Fire Department	Low Speed Rescue/Apparatus	\$24,045.00	\$24,045.00		\$0.00
City of Midwest City - Grants Management Dept.	Original Mile Enhancement Study	\$40,000.00	\$40,000.00		\$0.00
City of Midwest City - Police Dept.	Automatic License Plate Recognition	\$20,880.00	\$20,109.00	\$771.00	\$0.00
Mid-Del Schools/Cleveland Bailey Elementary	Walking Track	\$18,105.89	\$18,105.89		\$0.00
Mid-Del Schools/Country Estates Elementary, PTA	Community Fitness Track	\$19,394.65	\$19,394.65		\$0.00
Douglas Blvd. United Methodist Church	Feed His People	\$33,800.00	\$33,800.00		\$0.00
Mid-Del Farmers' Market Association	Equipment & Promotional Materials	\$10,000.00	\$10,000.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Seed \$ Charles J. Johnson Youth Dev Ctr	\$41,157.00	\$41,157.00		\$0.00
	Total Award Amount	\$415,326.00			
	Sub-Totals		\$414,555.00	\$771.00	\$0.00
	Current year funding approved by Council				\$330,000.00
	Total FY 09-10 Grant Expenditures				-\$414,555.00
	Monies Returned to Hospital Authority Account				\$771.00
	Total FY 09-10 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2008-09

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
Choctaw-Nicoma Park Public Schools	Drug Awareness/Drug Testing	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Community Development Department	Public Art	\$20,000.00	\$17,374.66	\$2,625.34	\$0.00
City of Midwest City/Street Department	City Wide Reforestation	\$150,000.00	\$150,000.00		\$0.00
Defenders of Dreams	Seek professional assistance to develop Master Plan	\$10,000.00		\$10,000.00	\$0.00
Mid-Del Group Homes, Inc.	Computers	\$4,000.00	\$4,000.00		\$0.00
Mid-Del Public Schools Foundation	S.M.I.L.E.	\$35,000.00	\$35,000.00		\$0.00
Mid-Del Schools/Ridgecrest Elementary	Walking Track	\$28,196.96	\$28,196.96		\$0.00
Mid-Del Schools/Traub Elementary	Walking Track	\$16,107.47	\$16,107.47		\$0.00
Mid-Del Youth & Family Center, Inc.	Capital Building Project	\$50,000.00	\$50,000.00		\$0.00
Midwest City Chamber of Commerce	Exhibition Display & Equipment Project	\$16,869.00	\$16,869.00		\$0.00
Rose State College	Continuing Education & Community Services	\$43,565.00	\$37,135.05	\$6,429.95	\$0.00
Sustainable East Oklahoma County (OSN)	Mid-Del Farmer's Market Start-up	\$11,000.00	\$11,000.00		\$0.00
	Total Award Amount	\$409,738.43			
	Sub-Totals		\$390,683.14	\$19,055.29	\$0.00
	Current year funding approved by Council				\$500,000.00
	Total FY 08-09 Grant Expenditures				-\$390,683.14
	Monies Returned to Hospital Authority Account				\$19,055.29
	Total FY 08-09 Grant Monies Remaining				\$0.00

THERE WERE NO GRANT MONIES AWARDED FOR THIS GRANT YEAR 2007-08

MWC Hospital Authority GRANT RECIPIENTS 2006-07

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City	Nursing student housing stipend	\$36,000.00	\$26,062.78	\$9,937.22	\$0.00
City of Midwest City	Oklahoma Centennial Street Clock	\$40,000.00	\$40,000.00		\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$85,884.26	\$85,884.26		\$0.00
Literacy Link	Health Literacy Initiative	\$1,510.00	\$1,507.02	\$2.98	\$0.00
Mid-Del Youth & Family Center, Inc.	Phase I - Emergency Children's Shelter	\$50,000.00	\$50,000.00		\$0.00
Midwest City Chamber of Commerce	2007 Youth Excel Leadership Program	\$5,000.00	\$4,422.05	\$577.95	\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Comm, Inc.	Prayer Breakfast	\$6,000.00	6,000.00		\$0.00
Project Concern	Project Concern	\$20,605.74	\$20,605.74		\$0.00
Studio Mid-Del, Inc.	Construction to complete Community Arts Center	\$250,000.00	\$250,000.00		\$0.00
Tinker POW/MIA Committee	Construction Community POW/MIA Memorial	\$5,000.00	\$5,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$489,481.85	\$10,518.15	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 06-07 Grant Expenditures				-\$489,481.85
	Monies Returned to Hospital Authority Account				\$10,518.15
	Total FY 06-07 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2005-06

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Animal Welfare	Veterinarian Assistance Program	\$12,000.00	\$11,970.00	\$30.00	\$0.00
City of Midwest City/Animal Welfare	Illuminated Signs	\$5,000.00	\$4,828.00	\$172.00	\$0.00
City of Midwest City/Animal Welfare	Roof for Facility	\$46,500.00	\$35,480.63	\$11,019.37	\$0.00
City of Midwest City/Com.Devel. Dept.	Consulting Services Development of Rail & Trail Master Plan	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Com.Devel. Dept.	Review & Update City's Subdivision Regulations	\$15,000.00	\$15,000.00		\$0.00
City of Midwest City/Convention & Visitors Bureau	Sponsorship Assistance	\$10,000.00	\$10,000.00		\$0.00
City of Midwest City/Emergency Management	CERT Training & Response Supplies	\$5,000.00	5,000.00		\$0.00
City of Midwest City/Fire Department	Fire Hydrant Locator Reflectors	\$6,500.00	\$6,380.00	\$120.00	\$0.00
City of Midwest City/Golf (John Conrad)	Complete Concrete Curbs	\$27,500.00	\$27,500.00		\$0.00
City of Midwest City/Grants Management Dept.	MWC Juvenile Modification Camp	\$15,000.00	\$15,000.00		\$0.00
City of Midwest City/Parks & Rec Department	Electronic Message Sign - City Hall Complex	\$20,000.00	\$20,000.00		\$0.00
City of Midwest City/Police Department	Taser Conduct Energy Weapons, Simulator Suite & Taser Cartridges	\$19,095.50	\$19,084.28	\$11.22	\$0.00
City of Midwest City/Police Department	Digital Video Recorder & Cameras (Detective Division)	\$6,821.49	\$6,821.49		\$0.00
City of Midwest City/Police Department	Forensic Lab, CSI Vehicle	\$28,462.00	\$28,462.00		\$0.00
City of Midwest City/Street Department	Landscape & Irrigate Air Depot Blvd. from SE 15th to SE 29th	\$25,000.00	\$24,997.15	\$2.85	\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute Celebration	\$35,000.00	\$35,000.00		\$0.00
Heartline, Inc.	Central Oklahoma 2-1-1 Project Start-up Costs	\$25,000.00	\$25,000.00		\$0.00
Holiday Lights Spectacular, Inc.	Upgrade Electric Infrastructure & Refurbish Displays	\$25,000.00	\$25,000.00		\$0.00
Literacy Link	Educational Materials for Adult non-readers	\$3,000.00	\$3,000.00		\$0.00
Mid-Del Group Homes, Inc.	Delivery Truck	\$20,000.00	\$20,000.00		\$0.00
Mid-Del Public Schools Foundation	S.H.A.R.P. (Sequoyah books Help Accelerate Reading Progress)	\$1,840.00	\$1,501.68	\$338.32	\$0.00
Mid-Del Youth & Family Center, Inc.	Play Therapy Room	\$4,425.75	\$4,425.75		\$0.00
Midwest City Chamber of Commerce	Youth Excel	\$5,000.00	\$4,958.62	\$41.38	\$0.00
Midwest City MLK Jr. Prayer Breakfast Comm.	Annual Prayer Breakfast	\$6,000.00	\$6,000.00		\$0.00
Midwest City Rotary Club #5750	Rotary Pavilion (Regional Park) Water Fountain	\$11,000.00	\$10,942.71	\$57.29	\$0.00
Midwest City Tree Board	Landscape & Irrigate Phase 2 Reno Ave.	\$46,400.00	\$46,372.31	\$27.69	\$0.00
	Total Award Amount	\$449,544.74			
	Sub-Totals		\$437,724.62	\$11,820.12	\$0.00
	Grant Funds Available				\$449,544.74
	Total FY 05-06 Grant Expenditures				-\$437,724.62
	Monies Returned to Hospital Authority Account				\$11,820.12
	Total FY 05-06 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2004-05

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City	Electronic Digital Sign	\$29,800.00	\$29,800.00		\$0.00
City of Midwest City/Convention & Visitors Bureau	Tourism Sponsorship Assistance	\$10,000.00	\$7,640.87	\$2,359.13	\$0.00
City of Midwest City/Devel. Services Dept.	Architectural & Engineering Services/Phase I MWC Community Outreach Center	\$40,000.00	\$40,000.00		\$0.00
City of Midwest City/Devel. Services Dept.	North Oaks Revitalization Plan	\$20,000.00	\$20,000.00		\$0.00
City of Midwest City/Devel. Services Dept.	Consulting Services/Zoning Ordinance & Subdivision Regulation Overhaul	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Golf Course	Completion Concrete Cart Trails	\$33,000.00	\$32,456.19	\$543.81	\$0.00
City of Midwest City/Park Department	Reno Swim & Slide Irrigation and Landscape	\$49,388.00	\$49,388.00		\$0.00
City of Midwest City/Police Department	Fitness Equipment/Police Workout Room	\$20,497.24	\$20,490.00	\$7.24	\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$35,000.00	\$35,000.00		\$0.00
Holiday Lights Spectacular, Inc.	Additional Light Displays & Upgrade Infrastructure	\$25,000.00	\$25,000.00		\$0.00
Junior Achievement of Greater Oklahoma City, Inc.	Investing in MWC Youth/JA Program Monroney JHS	\$1,000.00	\$1,000.00		\$0.00
Literacy Link, Inc.	Networking Hardware, Educational Software/Literacy Computer Lab	\$4,900.00	\$4,900.00		\$0.00
Mid-Del Food Pantry, Inc.	New Carpeting/Mid-Del Food Pantry	\$4,855.00	\$4,855.00		\$0.00
Mid-Del Group Homes, Inc.	8-Passenger Van/Disabled Transportation	\$20,000.00	\$19,046.65	\$953.35	\$0.00
Mid-Del Group Homes, Inc.	Replace Appliances Group Home	\$4,000.00	\$3,915.34	\$84.66	\$0.00
Mid-Del Public Schools Foundation	Children Reading Across Mid-Del (CRAM)	\$3,910.00	\$3,525.64	\$384.36	\$0.00
Mid-Del Schools	Stranger Danger	\$2,500.00	\$2,500.00		\$0.00
Mid-Del Youth and Family Center, Inc.	Van Purchase	\$12,000.00	\$12,000.00		\$0.00
Midwest City Chamber of Commerce	Youth Excel	\$4,500.00	\$4,500.00		\$0.00
Midwest City Chamber of Commerce	Reduce Loan on Building	\$25,000.00	\$25,000.00		\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Annual Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Midwest City Optimist Club	Continued Development/Optimist Park	\$7,500.00	\$7,500.00		\$0.00
Midwest City Rotary Club #5750	Volleyball Court/MWC Regional Park/Renovation Project	\$15,000.00	\$14,045.79	\$954.21	\$0.00
Midwest City Tree Board	Reno Avenue Irrigation and Landscape	\$46,400.00	\$46,400.00		\$0.00
Project Woman Coalition, Inc.	Operation Outreach Midwest City/Breast Screening	\$8,724.76	\$8,724.76		\$0.00
Rose State College	Math & Science Workshops K-12	\$25,125.00	\$14,326.96	\$10,798.04	\$0.00
Tinker Inter-Tribal Council	Third Annual MWC Pow Wow	\$8,750.00	\$8,750.00		\$0.00
Tinker POW/MIA Committee	Construction Community POW/MIA Memorial	\$13,150.00	\$13,146.72	3.28	\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$483,911.92	\$16,088.08	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 04-05 Grant Expenditures				-\$483,911.92
	Monies Returned to Hospital Authority Account				\$16,088.08
	Total FY 04-05 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2003-04

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/Animal Welfare Department	Pet Adoption Trailer	\$21,455.00	\$21,455.00		\$0.00
City of Midwest City/Municipal Court	Remodel Payment Counter/Lobby Revitalization	\$12,000.00	\$12,000.00		\$0.00
City of Midwest City/Neighborhood Services	Neighborhood Gatherings & Cleanup	\$20,000.00	\$19,994.46	\$5.54	\$0.00
City of Midwest City/Neighborhood Services	Operation Paint Brush	\$10,000.00	\$9,480.34	\$519.66	\$0.00
City of Midwest City/Police Department	Digital Cameras for CAO's	\$1,197.00	\$1,196.00	\$1.00	\$0.00
City of Midwest City/Police Department	Jail Entry Equipment	\$2,400.00	\$2,288.46	\$111.54	\$0.00
Contact Crisis Helpline, Inc.	24-hour Referral Hotline & Staff Program	\$10,000.00	\$10,000.00		\$0.00
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$30,000.00	7,223.47	\$22,776.53	\$0.00
Holiday Lights Spectacular	Holiday Lights Display	\$25,000.00	\$25,000.00		\$0.00
Leukemia & Lymphoma Society	Patient Services Eastern Oklahoma County	\$5,000.00	\$5,000.00		\$0.00
Literacy Link	Educational Materials	\$2,464.00	\$2,464.00		\$0.00
Mid-Del Technology Center	Electric Vehicle Demonstration	\$854.85	\$854.85		\$0.00
Mid-Del Youth & Family Center, Inc.	Garden Shed, Mower & Equipment	\$6,200.00	\$6,200.00		\$0.00
Midwest City Chamber of Commerce	Youth Excel Leadership Program	\$4,000.00	\$4,000.00		\$0.00
Midwest City Chamber of Commerce	Complete & Construct New Facility	\$50,000.00	\$50,000.00		\$0.00
Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee	Annual Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee	Diversity Workshops	\$3,950.00	\$3,894.00	\$56.00	\$0.00
Midwest City High School/DECA	MWC High Flower Power Project	\$2,339.15	\$2,282.59	\$56.56	\$0.00
Midwest City Kiwanis Club	Repair & Replace Pavilion Roof	\$26,000.00	\$25,485.00	\$515.00	\$0.00
Midwest City Optimist Club	Add Development Optimist Park	\$10,000.00	\$10,000.00		\$0.00
Midwest City Public Art Board	ARTOklahoma 2004	\$2,140.00	\$1,687.35	\$452.65	\$0.00
	Total Award Amount	\$250,000.00			
	Sub-Totals		\$225,505.52	\$24,494.48	\$0.00
	Grant Funds Available				\$250,000.00
	Total FY 03-04 Grant Expenditures				-\$225,505.52
	Monies Returned to Hospital Authority Account				\$24,494.48
	Total FY 03-04 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2002-03

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
Choctaw Park Foundation	Veterans Memorial @ Choctaw	\$5,000.00	\$5,000.00		\$0.00
City of Midwest City/Development Services Dept.	Comprehensive Plan	\$50,000.00	\$50,000.00		\$0.00
City of Midwest City/Fire Department	Risk Watch Program	\$10,860.39	\$10,860.39		\$0.00
City of Midwest City/Fire Department	Thermal Imaging Camera	\$25,800.00	\$25,800.00		\$0.00
City of Midwest City/Fire Department	Rapid Intervention System	\$4,500.00	\$4,500.00		\$0.00
City of Midwest City/Grants Management Division	Weed & Seed Program	\$25,000.00	\$25,000.00		\$0.00
City of Midwest City/Grants Management Division	Business Incentive Program	\$107,328.76	107,328.76		\$0.00
City of Midwest City/Neighborhood Services Dept.	Operation Paintbrush	\$10,000.00	\$10,000.00		\$0.00
City of Midwest City/Neighborhood Services Dept.	Neighborhood Gatherings & Cleanups	\$20,000.00	\$20,000.00		\$0.00
City of Midwest City/Street Department	Crutcho Creek Nature Trail Bridge	\$25,000.00	\$17,177.77	\$7,822.23	\$0.00
Crutcho Public Schools	MWC Waterline Project	\$20,460.85	\$20,460.85		\$0.00
Del City Chamber of Commerce	Del Quest Program	\$3,400.00	\$3,400.00		\$0.00
Holiday Lights Spectacular, Inc.	Displays, Tree Wraps, etc.	\$25,000.00	\$25,000.00		\$0.00
Literacy Link	Books, Office Equipment	\$3,040.00	\$3,040.00		\$0.00
Mid-Del Schools	Great Expectations Program	\$25,000.00	\$24,424.47	\$575.53	\$0.00
Mid-Del Schools	Stranger Danger Program	\$5,310.00	\$5,310.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Four (4) Computers	\$2,800.00	\$2,790.40	\$9.60	\$0.00
Midwest City Chamber of Commerce	Youth Excel Program	\$2,000.00	\$2,000.00		\$0.00
Midwest City Community Playground Project	Replace Aging Playground Equipment/Regional Park	\$75,000.00	\$75,000.00		\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Workshops	\$3,500.00	\$951.90	\$2,548.10	\$0.00
Midwest City Public Art Board	ART Oklahoma 2003	\$3,000.00	\$2,940.22	\$59.78	\$0.00
Midwest City Public Library	Large Print Materials & Shelving	\$3,000.00	\$3,000.00		\$0.00
Midwest City Rotary Club	Renovate Rotary Pavilion/Regional Park	\$35,000.00	\$30,211.42	\$4,788.58	\$0.00
Tinker Inter-Tribal Council	Establish Annual MWC Pow Wow	\$5,000.00	\$5,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$484,196.18	\$15,803.82	\$0.00
					\$500,000.00
	Total FY 02-03 Grant Expenditures				-\$484,196.18
	Monies Returned to Hospital Authority Account				\$15,803.82
	Total FY 02-03 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2001-02

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
City of Midwest City/EOC	Lightning Protection for 8 Sirens	\$11,385.00	\$9,604.00	\$1,781.00	\$0.00
City of Midwest City/Fire Department	Hazardous Material Training	\$32,191.03	\$32,191.03		\$0.00
City of Midwest City/John Conrad Golf Course	Modernization of Golf Course	\$10,000.00	\$7,877.13	\$2,122.87	\$0.00
City of Midwest City/MIS	Network/Overhead Projector	\$17,400.00	\$17,400.00		\$0.00
City of Midwest City/Neighborhood Services Dept.	Operation Paintbrush	\$7,500.00	\$7,326.74	\$173.26	\$0.00
City of Midwest City/Neighborhood Services Dept.	Neighborhood Gatherings & Cleanups	\$20,000.00	\$19,917.72	\$82.28	\$0.00
City of Midwest City/PWA	Fitness Program	\$21,000.00	\$18,361.27	\$2,638.73	\$0.00
Crutcho Public Schools	MWC Water Line Installation	\$12,119.15	\$12,119.15		\$0.00
Holiday Lights Spectacular, Inc.	Upgrade Electrical System	\$40,000.00	\$40,000.00		\$0.00
Holy Family Name/Catholic Charities	Stove Hood & Fence	\$13,527.00	\$13,527.00		\$0.00
Literacy Link	Books, Office Equipment	\$2,303.80	\$2,303.80		\$0.00
Martin Luther King Jr. Prayer Breakfast Committee	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
Mid-Del Group Homes, Inc.	Pallet Jacket	\$500.00	\$381.63	\$118.37	\$0.00
Mid-Del Group Homes, Inc.	Building Addition	\$50,000.00	\$50,000.00		\$0.00
Mid-Del Schools	Senior Link Program	\$9,877.00	\$9,224.18	\$652.82	\$0.00
Mid-Del Schools	Great Expectations Program	\$25,000.00	\$24,944.10	\$55.90	\$0.00
Mid-Del Youth & Family Center, Inc.	Nit Medical Supplies	\$405.00	\$405.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Loss Prevention WIA Youth Dev. Program	\$737.00	\$737.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Replace Roof Children's Shelter	\$9,306.46	\$9,306.46		\$0.00
Midwest Choral Society, Inc.	2002 Concert Performances	\$1,000.00	\$1,000.00		\$0.00
Midwest City Chamber of Commerce	Youth Excel	\$2,000.00	\$2,000.00		\$0.00
Midwest City Chamber of Commerce	Construct New Facility	\$50,000.00	\$50,000.00		\$0.00
Midwest City Kiwanis Club	Landscaping Improvements Kiwanis Park	\$9,459.56	\$9,459.56		\$0.00
Midwest City Public Art Board	Tents, etc., ARTOklahoma Event	\$9,875.00	\$9,875.00		\$0.00
Midwest City Public Library	Signage for Entranceways	\$10,015.00	\$8,863.30	\$1,151.70	\$0.00
Midwest City Rotary Club #5750	U.S. Flag Project	\$15,000.00	\$14,664.79	\$335.21	\$0.00
Mission Mid-Del, Inc.	15-Passenger Van	\$24,000.00	\$24,000.00		\$0.00
Retired Senior Volunteer Program Central Oklahoma, Inc.	Blues Program	\$9,600.00	\$9,600.00		\$0.00
Studio Mid-Del, Inc.	Construct Facility	\$50,000.00	\$50,000.00		\$0.00
YWCA of Oklahoma City	SANE Program	\$30,799.00	\$30,799.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$490,887.86	\$9,112.14	\$0.00
					\$500,000.00
	Total FY 01-02 Grant Expenditures				-\$490,887.86
	Monies Returned to Hospital Authority Account				\$9,112.14
	Total FY 01-02 Grant Monies Remaining				\$0.00

MWC Hospital Authority GRANT RECIPIENTS 2000-01

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
Catholic Charities/Holy Family Name	Van	\$10,000.00	\$10,000.00		\$0.00
Central Oklahoma Habitat for Humanity	Construct 10 homes	\$70,000.00	\$70,000.00		\$0.00
City of Midwest City/Fire Department	Pulse Oximetry, etc.	\$6,472.50	\$6,465.25	\$7.25	\$0.00
City of Midwest City/Fire Department	Fire Safety Libraries (10)	\$3,000.00	\$2,999.56	\$0.44	\$0.00
City of Midwest City/John Conrad Golf Course	Clubhouse Upgrade	\$85,000.00	\$85,000.00		\$0.00
City of Midwest City/Municipal Golf Course	Gazebos	\$12,900.00	\$12,900.00		\$0.00
City of Midwest City/Neighborhood Services	Operation Paintbrush	\$7,500.00	7,283.55	\$216.45	\$0.00
City of Midwest City/Police Department	Audio/Recorders/Equipment for Jail	\$4,092.50	\$4,092.50		\$0.00
City of Midwest City/Police Department	Camera/Microphone/Equipment for Jail	\$5,218.60	\$5,177.05	\$41.55	\$0.00
City of Midwest City/Police Department	Mats/Physical Skills Employee Training	\$2,400.00	\$2,148.33	\$251.67	\$0.00
City of Midwest City/Police Department	Sexual Assault Nurse Examiner (SANE)	\$18,345.00	\$0.00	\$18,345.00	\$0.00
City of Midwest City/Police Department	Voice Messaging Notification System	\$27,400.00	\$26,816.98	\$583.02	\$0.00
City of Midwest City/Soldier Creek Nature Trail	South Trail Upgrade w/Hard Surface	\$23,400.00	\$23,400.00		\$0.00
City of Midwest City/Soldier Creek Nature Trail	Bird Watcher's Lane	\$9,466.76	\$7,613.95	\$1,852.81	\$0.00
City of Midwest City/Street Department	Tree Spade	\$18,100.00	\$18,100.00		\$0.00
Holiday Lights Spectacular, Inc.	Upgrade Electric System	\$25,000.00	\$25,000.00		\$0.00
Literacy Link	Reading & Writing Materials	\$3,008.04	\$3,008.04		\$0.00
Mid-Del Congress of Parents & Teachers	Clothing Room	\$2,000.00	\$2,000.00		\$0.00
Mid-Del Group Homes, Inc.	Forklift	\$10,000.00	\$9,804.45	\$195.55	\$0.00
Mid-Del Schools Academic Center	Outdoor Classroom	\$5,840.00	\$5,840.00		\$0.00
Mid-Del Technology Center	Neighborhood Electric Vehicle Demo. Project	\$7,108.00	\$7,108.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Computer	\$1,457.83	\$1,457.83		\$0.00
Mid-Del Youth & Family Center, Inc.	Safe Place Program	\$6,190.53	\$2,840.98	\$3,349.55	\$0.00
Mid-Del Youth & Family Center, Inc.	Curriculum Second Step Program	\$505.00	\$505.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Storage Building	\$2,443.18	\$2,418.76	\$24.42	\$0.00
Mid-Del Youth & Family Center, Inc.	Type and Talk Translator	\$378.26	\$0.00	\$378.26	\$0.00
Mid-Del Youth & Family Center, Inc.	Prevention Youth Violence Program	\$1,985.00	\$0.00	\$1,985.00	\$0.00
Midwest City High School Museum, Inc.	Museum	\$10,000.00	\$10,000.00		\$0.00
Midwest City Tree Board	Irrigation system/Adair Boulevard median	\$38,878.80	\$38,789.95	\$88.85	\$0.00
MWC Martin Luther King Jr. Prayer Breakfast Comm.	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00
OK Country Soccer Club	Marquee signs (2), additional seating & benches	\$18,910.00	\$18,910.00		\$0.00
Studio Mid-Del, Inc.	Build New Facility	\$50,000.00	\$50,000.00		\$0.00
United Scottish Clans of Oklahoma, Inc.	United Scottish Clans Festival	\$8,000.00	\$8,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$472,680.18	\$27,319.82	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 00-01 Grant Expenditures				-\$472,680.18
	Monies Returned to Hospital Authority Account				\$27,319.82
	Total FY 00-01 Grant Monies Remaining				0.00

MWC HOSPITAL AUTHORITY GRANT RECIPIENTS FY 1999-00

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
Central Okla. Habitat for Humanity	Construct 8 houses	\$56,000.00	\$56,000.00		\$0.00
City of Midwest City	Irrigation system	\$30,000.00	\$30,000.00		\$0.00
City of Midwest City/EOC	Replace 8 emergency warning sirens	\$58,440.00	\$58,440.00		\$0.00
City of Midwest City/Fire Department	Directional Arrow Bar	\$7,456.00	\$7,448.71	\$7.29	\$0.00
City of Midwest City/Holiday Lights Spectacular	Holiday Display	\$791.27	\$791.27		\$0.00
City of Midwest City/Holiday Lights Spectacular	Storage Building	\$40,000.00	\$40,000.00		\$0.00
City of Midwest City/MIS Department	WAN/LAN Computer Interface	\$48,000.00	\$43,833.74	\$4,166.26	\$0.00
City of Midwest City/Parks & Recreation	Pavilion/restroom Project	\$99,310.00	\$99,310.00		\$0.00
City of Midwest City/Police Department	12 sets Turbo Flares	\$5,548.20	\$5,548.20		\$0.00
City of Midwest City/Soldier Creek Nature Trail	Present Trail enhancements	\$40,750.00	\$40,750.00		\$0.00
Literacy Link	Reading & writing materials	\$2,446.53	\$2,446.53		\$0.00
Mid-Del Group Homes	Van	\$12,500.00	\$12,500.00		\$0.00
Mid-Del Public Schools Foundation, Inc.	Biology/Math project	\$4,500.00	\$4,500.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Replace 3 sofas Children's Shelter	\$600.00	\$600.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Replace various appliances Children's Shelter	\$4,553.00	\$4,553.00		\$0.00
Mid-Del Youth & Family Center, Inc.	Network/juvenile offenders	\$6,605.00	\$6,605.00		\$0.00
Midwest City Amateur Athletic Assoc.	Boxing facility	\$48,000.00	\$0.00	\$48,000.00	\$0.00
Midwest City Chamber of Commerce	Business/Industrial Park	\$25,000.00	\$0.00	\$25,000.00	\$0.00
Midwest City Chamber of Commerce	Youth Excel Program	\$1,500.00	\$1,500.00		\$0.00
United Scottish Clans of Oklahoma	United Scottish Clans Festival	\$8,000.00	\$8,000.00		\$0.00
	Total Award Amount	\$500,000.00			
	Sub-Totals		\$422,826.45	\$77,173.55	\$0.00
	Grant Funds Available				\$500,000.00
	Total FY 99-00 Grant Expenditures				-\$422,826.45
	Monies Returned to Hospital Authority Account				\$77,173.55
	Total FY 99-00 Grant Monies Remaining				0.00

MWC Hospital Authority GRANT RECIPIENTS 1998-99

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE
MWC	Downtown Development	\$50,000.00	\$50,000.00		\$0.00
MWC Fire Department	Projector	\$7,281.00	\$7,487.82		\$0.00
MWC Fire Department	Infrared Camera	\$20,805.00	\$20,186.99	\$411.19	\$0.00
MWC John Conrad Golf Course	Irrigation System	\$55,000.00	\$55,000.00		\$0.00
MWC Municipal Golf Course	Fencing, Carpet	\$19,020.00	\$19,020.00		\$0.00
MWC Soldier Creek	Nature Trail	\$28,103.00	\$23,986.08	\$4,116.92	\$0.00
Holiday Lights Spectacular	Light Display	\$15,000.00	\$15,000.00		\$0.00
MWC Senior Advisory Committee	Van	\$40,000.00	\$40,000.00		\$0.00
Associated Catholic Charities	Holy Family Home	\$25,000.00	\$25,000.00		\$0.00
Autumn House	Van	\$26,452.00	\$26,452.00		\$0.00
Carl Albert High School	Visual Arts Equipment	\$1,536.00	\$1,536.00		\$0.00
Central Oklahoma Habitat for Humanity	Homes built in MWC	\$20,000.00	\$20,000.00		\$0.00
Communication Connection "Dog Ears"	2 Dogs & Training for Hearing Impaired	\$6,800.00	\$5,894.16	\$905.84	\$0.00
Literacy Link	Printer, educational material (books)	\$3,658.00	\$3,658.00		\$0.00
Mid-Del PTA Council	Clothing	\$2,000.00	\$2,000.00		\$0.00
Mid-Del Schools	Youth/Senior Citizens	\$12,894.00	\$12,894.00		\$0.00
Mid-Del Youth & Family	Carpet, etc.	\$7,950.00	\$7,950.00		\$0.00
Mid-Del Youth & Family	Storm Shelter	\$4,600.00	\$4,600.00		\$0.00
Mid-Del Youth & Family	Building Renovation	\$11,605.00	\$11,605.00		\$0.00
Midwest City Choral Society	Musicians, etc.	\$3,800.00	\$3,800.00		\$0.00
MWC MLK Jr. Prayer Breakfast Committee	Prayer Breakfast	\$4,000.00	\$4,000.00		\$0.00
OMNI Neighborhood Assoc.	Playground	\$10,000.00	\$9,926.63	\$73.37	\$0.00
Optimist Club	Park	\$10,000.00	\$10,000.00		\$0.00
United Scottish Clans of Oklahoma	Festival	\$7,000.00	\$7,000.00		\$0.00
	Total Award Amount	\$392,504.00			
	Sub-Totals		\$386,996.68	\$5,507.32	\$0.00
					\$392,504.00
	Total FY 98-99 Grant Expenditure				-\$386,996.68
	Monies Returned to Hospital Authority Account				\$5,507.32
	Total FY 98-99 Grant Monies Remaining				\$0.00



DISCUSSION ITEMS





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: Tim Lyon, General Manager/Administrator

Date: June 27, 2023

Subject: Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of \$115,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2023 through June 30, 2024.

The following twelve-month agreement with Capitol Decisions, Inc. is provided for your review, covering the period of July 1, 2023 through June 30, 2024.

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

Tim Lyon
General Manager/Administrator

CONSULTANT AGREEMENT

This agreement is executed this 27th day of June, 2023, by and between the Midwest City Memorial Hospital Authority, a public trust, hereinafter called "the Authority" and Capitol Decisions, Inc., hereinafter called "Consultant".

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Consultant will perform certain government relations consulting services during the term of this agreement with respect to federal legislative and administrative matters of importance to the economic and redevelopment interests of the Authority, as specified in the Statement of Work, attached and made a part hereof.
2. It is understood and agreed, with respect to the services the Consultant shall render pursuant to paragraph 1 above, that the Consultant will perform such services, exclusively as an independent contractor to, and not as agent or employee of the Authority.
3. The Consultant will hold in a fiduciary capacity for the benefit of the Authority all secret or confidential information, data or policies relating to the Authority which shall have been obtained by the Consultant during the term of this Agreement. The terms of this Section do not apply to any information which becomes a part of the public record.
4. The Consultant hereby agrees to hold the Authority harmless and indemnify it from any liability, suit, cause of action, or other legal proceedings which may be brought or claimed against the Authority as a result of the Consultant's performances under this Agreement.
5. No alteration or variation of the terms or conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto.
6. All services performed by the Consultant under this Agreement shall be coordinated by the signatory of the Consultant and should be performed by J.R. Reskovic. The rights and obligations of the Consultant hereunder are not assignable and cannot be delegated, as the Consultant has unique skills and abilities and specific performance is necessary. Any such purported assignment or delegation without the written consent of the Authority shall be void and, at the option of the Authority, this Agreement shall be terminated.
7. The Consultant agrees that in the performance of this Agreement it will comply with all applicable local, State and Federal laws. The parties agree that no federal appropriated funds have been paid or will be paid, by or on behalf of

them, 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 Agreement. It is understood that Capitol Decisions, Inc. may have to register under the Lobbying Disclosure Act of 1995 (P.L. 104-65) on behalf of the Authority.

8. Tim Lyon, General Manager/Administrator for the Authority shall be the Authority representative for all matters pertaining to this Agreement.
9. For all of the services and undertakings of the Consultant hereunder during the term of this Agreement, the Authority shall pay to the Consultant \$115,000.00 payable in eleven (11) monthly installments of \$9,583.33 and one (1) monthly installment of \$9,583.37, which shall be invoiced by Consultant and due each month for the term of this Agreement.
10. The term of this Agreement shall commence on July 1, 2023 and shall continue in effect until June 30, 2024 unless terminated by a 30 day written notice by either party. Furthermore, this Agreement can be extended for an additional twelve (12) month period under the same terms and conditions by agreement of both parties.
11. All records, reports, notes, data, models, exhibits, computer files, videos, and any and all other written, audio or video materials (hereinafter collectively referred to as "materials") whether generated, received or in the possession of the Consultant due to this Agreement, shall be the exclusive property of the Authority. The Authority may request and the Consultant shall deliver such materials to the Authority and unless otherwise agreed to by the Authority, the Consultant shall not retain any copy of any such materials for his own files, in whatsoever form such materials may be. It is the agreement of the parties that this Section is for the benefit of the Authority and it is the purpose of this Section, if exercised, to provide for the purging of the Consultant's files so as to provide the utmost security and confidentiality with regard to all work performed pursuant to this Agreement. The terms of this Section shall not apply to information that becomes part of the public record.
12. Any legal action brought by either party to enforce this Agreement shall be decided pursuant to the laws of the State of Oklahoma and the parties hereto agree that venue shall be proper only in the District Court of Oklahoma County, Oklahoma. If any such action is commenced and a final unappealable order issued, the prevailing party shall be entitled to collect from the other party reasonable attorney fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first above written.

"CONSULTANT"
Capitol Decisions, Inc.
800 Maine Avenue, SW, Suite 800
Washington, DC 20024

(Seal)
ATTEST:

By:

Stewart Van Scoyoc, President

"AUTHORITY"
**Midwest City Memorial Hospital Authority,
a public trust**
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

(Seal)
ATTEST:

By:

Secretary

Matthew D. Dukes II, Chairman

Approved as to form and legality this _____ day of _____, 2023.

Counsel for the Authority

Statement of Work

Under the terms of the attached Consultant Agreement, the Consultant will support the Midwest City Memorial Hospital Authority as follows:

- Consultant will act as a legislative liaison between the Midwest City Memorial Hospital Authority and the United States Congress in advancing the economic, community development and redevelopment interests of the community.
- Consultant will provide Midwest City Memorial Hospital Authority representation in utilizing Congressional, Executive Branch and federal agency expertise in enhancing the development opportunities of Midwest City.
- Consultant will seek and identify funding opportunities that correlate with Midwest City's efforts to improve access to Rose State College/The Reed Center; improve public facilities and infrastructure throughout the city, to include Midwest City's water and sewer systems; to further economic development; to improve energy consumption through alternative energy sources; to improve public safety; to revitalize neighborhoods; and to make improvements along the I-40 and State Highway 62 corridors.
- Consultant will assist the Midwest City Memorial Hospital Authority in the development and timing of strategies, plans and funding applications when funding sources are identified.
- Consultant will use its network of contacts, associates and support organizations to provide timely information about and monitoring of any pending Midwest City applications for federal funding.
- Consultant will provide information to the Oklahoma Congressional Delegation regarding issues of importance to Midwest City.
- Consultant will maintain a consistent dialogue with the Midwest City Memorial Hospital Authority verbally and through electronic reporting methods on activities/meetings of significance to Midwest City.
- Consultant will provide written reports and verbal briefings as needed during the contract period documenting the Consultant's activities to support Midwest City's economic development, community development and redevelopment interests.



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: June 27, 2023

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

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

June 27, 2023 – 6:03 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement; 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 Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



DISCUSSION ITEMS



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**

June 13, 2023

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

Chairman Matt Dukes called the meeting to order at 6:57 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustees Eads and Bain

CONSENT AGENDA. Bana made a motion to approve the consent agenda with exception of Item 3, seconded by Reed. Voting aye: Byrne, Reed, Bana, Favors, and Dukes. Nay: none. Absent: Eads and Bain. Motion carried.

1. Discussion, consideration, and possible action of approving the May 16, 2023 meeting minutes.
2. Discussion, consideration and possible action of approving the management representation letters to Grant Thornton LLP and accepting the drafts of the final reports associated with Combined Financial Statements of Sooner Town Center, LLC and Sooner Town Center II, LLC for calendar years 2021 and 2022.
3. **Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement; and containing other provisions relating thereto.**
No Action Taken.
4. Discussion, consideration and possible action to amend and/or approve an amendment to that certain “Agreement for the Purchase and Sale of Real Estate,” by and between the Midwest City Economic Development Authority and MTG Property Holdings, LLC, dated May 24, 2022, and authorizing and directing the execution of the Fifth Amendment.

DISCUSSION ITEM.

1. **Public hearing with discussion, consideration and vote on a resolution of the Midwest City Economic Development Authority approving its budget for Fiscal Year 2023-2024 in the amount of \$386,098.**

Favors made a motion to approve Resolution EDA2023-01, seconded by Byrne. Voting aye; Byrne, Reed, Favors and Dukes. Nay: Bana. Absent: Eads and Bain. Motion Carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 6:59 PM.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tim Lyon, General Manager/Administrator

Date: June 27, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Economic Development Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Economic Development Assistance Agreement”); authorizing and directing the execution and delivery of the Economic Development Assistance Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

American Glass, Inc, (AGI) is currently under contract to purchase 11.73 acres from the Utilities Authority as the site of its new ± \$7.5 Million glass wall panel assembly plant and headquarters. AGI plans to hire approximately 68 workers with an annual payroll of \$3.4 Million to operate the ± 95,000 square foot facility. The subject site lies in the Soldier Creek Industrial Park, 7452 NE 23rd Street, where rail service is currently unavailable.

The attached resolution authorizes the Chairman to sign the Economic Development Assistance Agreement approving those incentives necessary to facilitate this development.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,



Tim Lyon, General Manager/Administrator

Attachment: Resolution
Development Agreement

RESOLUTION NO. EDA 2023-_____

A RESOLUTION OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY THAT CERTAIN “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, AND AMERICAN GLASS, INCORPORATED (THE “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, American Glass, Incorporated, an Oklahoma corporation (hereinafter “AGI”) intends to develop, construct, equip and operate a ± 95,000 square glass wall panel assembly plant and headquarters at approximately 7452 NE 23rd ST, also known as Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of the Soldier Creek Industrial Park, an Addition to the City of Midwest City, Oklahoma County, Oklahoma; and to create approximately ± 70 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County (hereinafter the “Project”); and

WHEREAS, as additional consideration for the AGI’s agreement to undertake the Project, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “Trusts”), have agreed to provide limited economic development assistance to AGI in connection with the Project, pursuant to the terms and conditions of that certain “Economic Development Assistance Agreement”, dated as of June 27, 2023, by and between the Trusts and the AGI; and

WHEREAS, the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma that the Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Economic Development Assistance Agreement”, dated as of June 13, 2023, by and between the Trusts and AGI (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Economic Development Assistance Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20_____.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary

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

Don Maisch, City Attorney

AMERICAN GLASS, INC.

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Between The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The
MIDWEST CITY UTILITIES AUTHORITY

And

AMERICAN GLASS, INC.

Dated as of June 27, 2023

AMERICAN GLASS PROJECT

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AMERICAN GLASS PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of June 17, 2023 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and between the Midwest City Economic Development Authority (hereinafter “EDA”), an Oklahoma public trust; the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”); and American Glass, Inc., an Oklahoma corporation or its assigns, (hereinafter, the “Company”).

WITNESSETH:

WHEREAS, the Company, a glass and glazing contractor involved in the manufacturing and installation of glass wall systems, intends to develop, construct, equip and operate a new headquarters facility for its operations (hereinafter, the “AGI Facilities”) and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, the Company expects to create at least 68 jobs at the AGI Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County; and

WHEREAS, the parties wish to set forth the terms under which the EDA and the Utilities Authority have agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the EDA, the Utilities Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

(i) to acquire the Project Site on the terms and conditions set forth in that certain “Agreement for Purchase and Sale of Real Estate Agreement”, dated as of February 28, 2023, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and

(ii) to cause the design, construction, installation and equipping of a ± 90,000 square foot glass wall assembly factory at an estimated cost of \$7.5 Million (collectively, the “AGI Facilities”) within the time frames hereinafter specified;

(iii) to create and maintain a workforce having a minimum of 68 Full-Time Equivalent Jobs over a three (3) year period which period commences on the first day of the month following the month in which the City issues a permanent Certificate of Occupancy for the entire AGI Facilities (hereinafter, the “Jobs Requirement Commencement Date”) and ends three (3) years from the Jobs Requirement Commencement Date. (For all purposes of this Development Assistance Agreement, “68 Full-Time Equivalent Jobs” shall mean 424,320 hours of employment either

through direct employees or through independent contractors, and the utilization of their employees.) This obligation shall be satisfied when the Company creates a total of 424,320 hours of employment, regardless if satisfied prior to such three (3) year period; provided, however, that the number of hours worked by direct employees of the Company during the three year period shall not be less than 212,160 (or 50% of 424,320); and

(iv) Upon completion of the Company's performance of the covenants contained in Section 1.01(A)(iii) above, the Company shall prepare and deliver to the EDA a "Certificate of Compliance" evidencing the Company's compliance with the provisions of Section 1.01(A)(iii), which Certificate of Compliance should include such exhibits and supporting documentation as necessary to evidence the dates and number of hours worked which satisfy the terms of Section 1.01(A)(iii).

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth.

C. This Development Assistance Agreement and all obligations hereunder, except for those in Sections 4.01(vi) and 4.04 herein, shall terminate upon the Company's performance and completion of the obligations in Section 1.01(A) herein, and the EDA and Utilities Authority performance and completion of their obligations in Article IV herein. The covenants and obligations in Sections 4.01(vi) and 4.04 shall survive the termination of this Development Assistance Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the EDA has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence

of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities.

The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement, this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

DEVELOPMENT AND CONSTRUCTION OF THE AGI FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Basic Concept Drawings. Prior to and immediately following the execution of this Agreement, the Company shall submit the Facility Construction Plans and Specifications and the Infrastructure Plans and Specifications describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Facility Construction Plans and Specifications or in the Infrastructure Plans and Specifications unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the AGI Facilities (hereinafter, the "Construction Plans") to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the AGI Facilities shall be done in

accordance with the building, safety and zoning codes of the City, and the Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the AGI Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Construction Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than August 1, 2023, the Company shall submit detailed Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the AGI Facilities; and
- (ii) That not later than two (2) months following the City's approval of construction documents and issuance of a building permit, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the AGI Facilities, with such work in any case being completed leading to a City Certificate of Occupancy on or before January 1, 2025; and
- (iii) Within forty-five (45) days of the Company's receipt of a Certificate of Occupancy from the City, the Utilities Authority shall rebate to the Company the Purchase Price of the Property, less Closing Costs.

If it appears that any of the above-described phases of the AGI Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the EDA and Utilities Authority that if the AGI Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such AGI Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA and the Utilities Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the EDA or Utilities Authority will check in with the on-site manager. All such representatives of the EDA or

Utilities Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA and the Utilities Authority agrees to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that neither the EDA nor the Utilities Authority shall incur any financial obligations therefor.

SECTION 3.09 Indemnification of the Authorities. The Company shall defend, indemnify, assume all responsibility for, and hold the EDA and the Utilities Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or the Utilities Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA and Utilities Authority required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the AGI Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the EDA and Utilities Authority as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the EDA not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the EDA and the Utilities Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA and the Utilities Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the EDA and the Utilities Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the EDA and the Utilities Authority evidence satisfactory to both that any contractor with whom it has contracted for the

performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Company shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the AGI Facilities prior to the Company's completion of its obligations in Section 1.01A of this Development Assistance Agreement, without the prior written consent of the EDA and the Utilities Authority, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the AGI Facilities to such third-parties as it may deem advisable, in its sole discretion, or to effectuate a 1031 tax deferred transaction.

SECTION 3.15 Reports By the Company; Sales Tax Collections. The Company shall establish and maintain records and reports for all costs associated with the Project with the performance and completion of the obligations in Section 1.01A of this Development Assistance Agreement. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA at a reasonable time after such request until the performance and completion of the obligations in Section 1.01A and the termination of this Agreement.

ARTICLE IV

RAIL EXTENSION, OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Construction of the Rail Switch, Spur. As an inducement for the Company to operate the AGI Facilities on the Project Site, the EDA agrees, at its sole cost and expense, to construct or

cause the construction of a rail switch and spur connecting the AGI Facilities to the Arkansas - Oklahoma Railroad (formerly, the "Union Pacific Railroad"), which spur shall be sufficient, in the Company's reasonable judgment, to serve the AGI Facilities, as such facilities are described herein. The parties further agree that:

- (i) At the EDA's sole cost and expense, the EDA shall negotiate with a professional engineer for surveying, design and inspection services following the Company's submittal of Construction Documents for permitting.
- (ii) Following the submittal of the Construction Documents for permitting, the EDA shall enter into a contract with said professional engineer to create construction plans leading to the installation of a rail switch and rail spur to serve the AGI Facilities, and such plans shall thereafter be subject to the review and written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed.
- (iii) The EDA shall contract for the construction of the switch and spur, at the EDA's cost, following the issuance of a permit for the AGI Facilities and only after the Company's written approval of such plans, which approval shall not be unreasonably withheld, conditioned or delayed, and the granting of all easements and right-of-ways reasonably necessary.
- (iv) Construction of the switch and spur shall commence following the commencement of construction on the AGI Facilities, with such construction to be completed within a reasonable time.
- (v) The EDA shall be responsible for the cost and coordination of all permits and inspections leading to the installation of the switch and spur.
- (vi) The EDA shall be responsible for all costs associated with the maintenance and liability of the spur following construction, subject to the terms and conditions of any spur track agreement with the applicable railroad. This covenant shall survive the termination of this Development Assistance Agreement.

SECTION 4.02 Additional Public Improvements. To further induce the Company into undertaking the Project, the EDA agrees to reimburse the Company up to \$50,000 for installation of the following City approved improvements within public rights-of-ways or easements within forty-five (45) days of the issuance of the Certificate of Occupancy:

- (i) any necessary extension and/or improvement of existing utilities to the Property, including electricity, natural gas distribution, sanitary sewer collection, storm sewer, telecommunications and water distribution;
- (iii) sidewalk and/or trail improvements; and
- (iv) landscaping and irrigation systems.

SECTION 4.03 Economic Development Financing Assistance. The Utilities Authority agrees to rebate the cost of the land purchase, less all Closing costs, within forty-five (45) days of the City's issuance of a Certificate of Occupancy for the AGI Facilities.

SECTION 4.04 Signage. The EDA and the Utilities Authority agrees to work with the Company on selecting the design and location(s) of freestanding sign(s) as allowed by the zoning district governing

the Soldier Creek Industrial Park. Furthermore, the EDA agrees to absorb the cost of such installations and maintenance. This covenant shall survive the termination of this Development Assistance Agreement.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. Until the performance and completion of the obligations in Section 1.01 of this Development Assistance Agreement, the Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement which shall terminate upon the performance and completion of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 5.02 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. Until the performance and completion of the obligations in Section 1.01(A) and the termination of this Development Assistance Agreement, and unless otherwise provided in this agreement, the EDA and the Utilities Authority are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement have been provided. This Development Assistance Agreement shall run in favor of the EDA and the Utilities Authority, without regard to whether the EDA or the Utilities Authority have been, remains or is an owner of any land or interest therein in the Project Site. The EDA and/or the Utilities Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. All rights given under this Section shall terminate upon Company's performance and completion of the obligations in Section 1.01(A) and the termination of this Economic Development Assistance Agreement. Nothing contained herein shall be construed as creating a partnership between the Company and the EDA and/or the Utilities Authority.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;

(ii) Material variance from the approved Construction Plans without prior written consent of the EDA or the Utilities Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;

(iii) Default by the Company in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;

(iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA or the Utilities Authority by the Company with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company fails to take or cause to be taken corrective measures satisfactory to the EDA within thirty (30) days after written notice by the Authority;

(v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or

(vi) The failure by the Company to maintain those workforce covenants contained in Section 1.01(A)(iii) hereof.

SECTION 6.02 Notice of Default; Remedies.

A. The EDA or the Utilities Authority will provide the Company with notice and thirty (30) days opportunity to cure any Event of Default described in Section 6.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the Company's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 6.01(A), the EDA or the Utilities Authority may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA or the Utilities Authority shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

agreeing to be bound by the terms hereof, including, without limitation, the provisions of Article III of this agreement.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA as a joint venturer with the Company or to constitute a partnership among the parties. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA shall have the right, but not the obligation, with benefit of counsel selected by the EDA, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company against the EDA and/or Utilities A, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Execution in Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

IN WITNESS WHEREOF, the EDA, the Utilities Authority and the Company have caused this instrument to be duly executed this _____ day of _____, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

AMERICAN GLASS, INC.

President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2023,
personally appeared _____, to me known to be
the identical person who subscribed the name of American Glass, Inc. to the foregoing instrument as its
President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as
the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX “1”

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION





SPECIAL UTILITIES AUTHORITY AGENDA

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

June 27, 2023 – 6:04 PM

Presiding members: Chairman Matthew Dukes	City Staff:	
Trustee Susan Eads	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Megan Bain	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion, consideration, and possible action of approving the June 13, 2023 meeting minutes. (Secretary - S. Hancock)
2. Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Economic Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement; 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 Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**

D. ADJOURNMENT.



DISCUSSION ITEMS



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

**Midwest City Utilities Authority Minutes
Special Meeting**

June 13, 2023

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

Chairman Matt Dukes called the meeting to order at 6:59 PM with the following members present:

	Trustee Sean Reed	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Eads and Bain

CONSENT AGENDA. Reed made a motion to approve the consent agenda with exception of Item 2, seconded by Byrne. Voting Aye: Byrne, Reed, Bana, Favors and Dukes. Nay: None. Absent: Eads and Bain. Motion carried.

1. Discussion, consideration and possible action of approving the February 28, 2023 meeting minutes.
2. **Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Economic Development Assistance Agreement”); authorizing and directing the execution and delivery of the Development Assistance Agreement; and containing other provisions relating thereto.** No Action Taken.

DISCUSSION ITEM.

1. **Public hearing with discussion, consideration and vote on a resolution of the Midwest City Utilities Authority approving its budget for Fiscal Year 2023-2024 in the amount of \$523.**

Reed made a motion to approve Resolution UA2023-02, seconded by Byrne. Voting Aye: Byrne, Reed, Favors and Dukes. Nay: Bana. Absent: Eads and Bain. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:01 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: June 27, 2023

Subject: Discussion, consideration and possible action to amend and/or approve a resolution of the Midwest City Utilities Authority approving that certain “Economic Development Assistance Agreement,” by and between the Midwest City Economic Development Authority, the Midwest City Utilities Authority, and American Glass, Inc. (the “Economic Development Assistance Agreement”); authorizing and directing the execution and delivery of the Economic Development Assistance Agreement; and containing other provisions relating thereto. (Economic Development – R. Coleman)

American Glass, Inc, (AGI) is currently under contract to purchase 11.73 acres from the Utilities Authority as the site of its new ± \$7.5 Million glass wall panel assembly plant and headquarters. AGI plans to hire approximately 68 workers with an annual payroll of \$3.4 Million to operate the ± 95,000 square foot facility. The subject site lies in the Soldier Creek Industrial Park, 7452 NE 23rd Street, where rail service is currently unavailable.

The attached resolution authorizes the Chairman to sign the Economic Development Assistance Agreement approving those incentives necessary to facilitate this development.

Please contact Economic Development Director Robert Coleman (405/739-1218) with any question.

Respectfully,

Tim Lyon, General Manager/Administrator

Attachment: Resolution
Development Agreement

RESOLUTION NO. UA 2023-_____

A RESOLUTION OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY THAT CERTAIN “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT,” BY AND BETWEEN THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, THE MIDWEST CITY UTILITIES AUTHORITY, AND AMERICAN GLASS, INCORPORATED (THE “ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT”); AUTHORIZING AND DIRECTING EXECUTION AND DELIVERY OF THE ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, American Glass, Incorporated, an Oklahoma corporation (hereinafter “AGI”) intends to develop, construct, equip and operate a ± 95,000 square glass wall panel assembly plant and headquarters at approximately 7452 NE 23rd ST, also known as Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of the Soldier Creek Industrial Park, an Addition to the City of Midwest City, Oklahoma County, Oklahoma; and to create approximately ± 68 new jobs having an average annualized wage equal to or greater than the average annualized wage required for participation in the Quality Jobs Program for jobs located in Oklahoma County (hereinafter the “Project”); and

WHEREAS, as additional consideration for the AGI’s agreement to undertake the Project, the Midwest City Economic Development Authority and the Midwest City Utilities Authority, Oklahoma public trusts (collectively referred to hereinafter as the “Trusts”), have agreed to provide limited economic development assistance to AGI in connection with the Project, pursuant to the terms and conditions of that certain “Economic Development Assistance Agreement”, dated as of June 27, 2023, by and between the Trusts and the AGI; and

WHEREAS, the Trustees of the Trusts have determined that it is in the best interest of the residents of Midwest City, Oklahoma that the Economic Development Assistance Agreement be approved.

NOW, THEREFORE, BUT IT RESOLVED BY THE CHAIRMAN AND TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY AND THE MIDWEST CITY UTILITIES AUTHORITY, AS FOLLOWS:

SECTION 1. Approving the Terms and Conditions of the Development Assistance Agreement. The Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority hereby approve that certain “Economic Development Assistance Agreement”, dated as of June 27, 2023, by and between the Trusts and AGI (“the Economic Development Assistance Agreement”), in substantially the form submitted at this meeting, with such changes as made be hereafter approved by the Chairman of both Trusts.

SECTION 2. Authorizing and Directing Execution and Delivery of the Economic Development Assistance Agreement and All Related Instruments. The Chairman and the Secretary are hereby authorized and directed to execute and deliver the Economic Development Assistance Agreement and such other instruments as may be necessary or appropriate in order to effectuate the execution and delivery of the Economic Development Assistance Agreement.

PASSED AND APPROVED by the Chairman and Trustees of the Midwest City Economic Development Authority and the Midwest City Utilities Authority this _____ day of _____, 20_____.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Matthew D. Dukes II, Chairman

MIDWEST CITY UTILITES AUTHORITY

Matthew D. Dukes II, Chairman

{SEAL}

ATTEST:

Sara Hancock, Secretary

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

Don Maisch, City Attorney

AMERICAN GLASS, INC.

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

By and Between The

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY,

The
MIDWEST CITY UTILITIES AUTHORITY

And

AMERICAN GLASS, INC.

Dated as of June 27, 2023

AMERICAN GLASS PROJECT

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AMERICAN GLASS PROJECT

ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT

THIS ECONOMIC DEVELOPMENT ASSISTANCE AGREEMENT, dated as of June 17, 2023 (hereinafter, the “Development Assistance Agreement”), is made and entered into by and between the Midwest City Economic Development Authority (hereinafter “EDA”), an Oklahoma public trust; the Midwest City Utilities Authority, an Oklahoma public trust, (hereinafter, the “Utilities Authority”); and American Glass, Inc., an Oklahoma corporation or its assigns, (hereinafter, the “Company”).

WITNESSETH:

WHEREAS, the Company, a glass and glazing contractor involved in the manufacturing and installation of glass wall systems, intends to develop, construct, equip and operate a new headquarters facility for its operations (hereinafter, the “AGI Facilities”) and desires to locate the activities of such facilities within the Soldier Creek Industrial Park on that certain real property described on Appendix “1” hereto (hereinafter, the “Project Site”), and to operate such facilities to serve commercial customers across the United States; and

WHEREAS, the Company expects to create at least 68 jobs at the AGI Facilities, with salaries and benefits equal to or higher than the current average now obtained within Oklahoma County; and

WHEREAS, the parties wish to set forth the terms under which the EDA and the Utilities Authority have agreed to provide development financing assistance and other incentives hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements contained herein, the EDA, the Utilities Authority and the Company hereby agree as follows:

ARTICLE I

PURPOSE OF AGREEMENT

SECTION 1.01 Purpose of Agreement.

A. Subject to the terms and conditions hereinafter provided, the Company hereby agrees:

(i) to acquire the Project Site on the terms and conditions set forth in that certain “Agreement for Purchase and Sale of Real Estate Agreement”, dated as of February 28, 2023, by and between the Midwest City Utilities Authority and the Company (hereinafter, the “Real Estate Agreement”); and

(ii) to cause the design, construction, installation and equipping of a ± 90,000 square foot glass wall assembly factory at an estimated cost of \$7.5 Million (collectively, the “AGI Facilities”) within the time frames hereinafter specified;

(iii) to create and maintain a workforce having a minimum of 68 Full-Time Equivalent Jobs over a three (3) year period which period commences on the first day of the month following the month in which the City issues a permanent Certificate of Occupancy for the entire AGI Facilities (hereinafter, the “Jobs Requirement Commencement Date”) and ends three (3) years from the Jobs Requirement Commencement Date. (For all purposes of this Development Assistance Agreement, “68 Full-Time Equivalent Jobs” shall mean 424,320 hours of employment either

through direct employees or through independent contractors, and the utilization of their employees.) This obligation shall be satisfied when the Company creates a total of 424,320 hours of employment, regardless if satisfied prior to such three (3) year period; provided, however, that the number of hours worked by direct employees of the Company during the three year period shall not be less than 212,160 (or 50% of 424,320); and

(iv) Upon completion of the Company's performance of the covenants contained in Section 1.01(A)(iii) above, the Company shall prepare and deliver to the EDA a "Certificate of Compliance" evidencing the Company's compliance with the provisions of Section 1.01(A)(iii), which Certificate of Compliance should include such exhibits and supporting documentation as necessary to evidence the dates and number of hours worked which satisfy the terms of Section 1.01(A)(iii).

(The undertaking of the foregoing by the Company may be hereinafter referred to as the "Project".)

B. Subject to the terms hereinafter set forth, the EDA and the Utilities Authority hereby agrees to provide development assistance and other incentives for the Project as hereinafter set forth.

C. This Development Assistance Agreement and all obligations hereunder, except for those in Sections 4.01(vi) and 4.04 herein, shall terminate upon the Company's performance and completion of the obligations in Section 1.01(A) herein, and the EDA and Utilities Authority performance and completion of their obligations in Article IV herein. The covenants and obligations in Sections 4.01(vi) and 4.04 shall survive the termination of this Development Assistance Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Status of the Company. The Company represents that it is a corporation duly organized and existing under the laws of the State of Oklahoma. The Company is authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its articles of incorporation, bylaws or any other agreement governing the Company, or any law of the State of Oklahoma affecting Company's ability to perform under this Development Assistance Agreement.

SECTION 2.02 Inducement to the Company. The Company's ability to accomplish the Project with development assistance from the EDA has induced the Company to proceed with the Project and the Company hereby covenants to complete the same and continue to maintain and operate the Project for the term of this Development Assistance Agreement.

SECTION 2.03 Full Power and Authority. The Company represents that it has the full power and authority to execute this Development Assistance Agreement and this Development Assistance Agreement shall constitute a legal, valid and binding obligation of the Company in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Development Assistance Agreement by the Company or the consummation of the transactions contemplated hereby.

SECTION 2.04 No Breach. The Company represents that the execution and delivery of this Development Assistance Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Development Assistance Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its articles of incorporation, by-laws or any other agreement governing such Company or with any evidence

of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Company is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

SECTION 2.05 Litigation. There is not currently pending any action, suit, proceeding or investigation, nor, to the knowledge of the undersigned representative of the Company, is any such action threatened which, if adversely determined, would materially adversely affect the Company or the Project, or impair the ability of the Company to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

SECTION 2.06 Conflicts of Interest. The Company warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City of Midwest City, OK (hereinafter "City") or any entity thereof, money or other consideration for obtaining this Development Assistance Agreement. The Company further represents that, to its best knowledge and belief, no officer, employee or agent of the City or any entity thereof, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process with regard to the Project, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, during or after the term of this Development Assistance Agreement.

SECTION 2.07 Financial Representations. Financial statements of the Company heretofore delivered to the EDA and the City are true and correct in all material respects, and fully and accurately present the financial condition of the Company on the respective dates thereof. There has been no material adverse change in the financial condition of the Company since the date of the latest statement furnished.

SECTION 2.08 Disclosures. Neither this Development Assistance Agreement nor any statement or document referred to herein or delivered by the Company pursuant to this Development Assistance Agreement contains any untrue statement or omits to state a material fact necessary to make the statements made herein or therein not misleading.

SECTION 2.09 Status of the Authorities. The EDA and the Utilities Authority are duly organized and validly existing public trusts under the laws of the State of Oklahoma and as such, are duly constituted authority of the City and an agency of the State of Oklahoma.

SECTION 2.10 Authorization of the Authorities.

The EDA and the Utilities Authority are fully empowered to enter into this Development Assistance Agreement and to perform the transactions contemplated thereby and generally to carry out their obligations hereunder and thereunder. Both the EDA and the Utilities Authority have duly authorized its Chairmen, or in his absence, its Vice-Chairmen, to execute and deliver this Development Assistance Agreement and all other documentation required to consummate the transaction contemplated herein on behalf of the EDA and the Utilities Authority.

SECTION 2.11 Availability of Utility Services. The parties hereto agree that all traditional utility services are currently available to the Project Site, including water, storm and sanitary sewer facilities, electric, gas, and telephone services. The parties agree to cooperate in upgrading such of the utilities as may be required for the Project.

SECTION 2.12 No Default. The performance by the EDA and the Utilities Authority under this Development Assistance Agreement will not violate any provision or constitute a default under any indenture, agreement or instrument to which either entity is currently bound or by which it is affected.

SECTION 2.13 No Further Approvals. As of the date of execution hereof, all requisite governmental action for the execution and delivery of the Real Estate Agreement, this Development Assistance Agreement has occurred and no further consent, approval or other authorization by any court, administrative agency or governmental authority is required in connection with the execution and delivery of or performance under this Development Assistance Agreement by the authorities or the execution of or performance under any of the other instruments referred to in this Development Assistance Agreement, except as otherwise specifically provided in this agreement.

SECTION 2.14 No Litigation. There is no action, suit, proceeding or inquiry at law or in equity pending or, to the knowledge of the undersigned officer of the EDA, threatened, affecting either entity wherein any unfavorable decision, ruling or finding would materially adversely affect such entity's ability to perform under this Development Assistance Agreement or under any other instrument pertinent to the transaction contemplated herein to which such entity is a party.

SECTION 2.15 Survival of Representation and Warranties. All representations and warranties made by the Company, the EDA and the Utilities Authority herein shall survive the delivery of this Development Assistance Agreement and the other instruments described herein for a period.

ARTICLE III

DEVELOPMENT AND CONSTRUCTION OF THE AGI FACILITIES

SECTION 3.01 Scope of Development. The Project Site shall be developed within the general requirements established by the zoning and building codes of the City (hereinafter, the "Code") and related laws of the State of Oklahoma governing municipal planning, zoning and subdivision applicable to the Project Site. The Company shall be responsible for the construction, renovation, improvement, equipping, repair and installation, of all private improvements in conformance with such requirements, except as may otherwise be provided for herein.

SECTION 3.02 Basic Concept Drawings. Prior to and immediately following the execution of this Agreement, the Company shall submit the Facility Construction Plans and Specifications and the Infrastructure Plans and Specifications describing the improvements to be constructed, renovated, equipped, repaired and installed on the Project Site. No substantial changes shall hereafter be made in the Facility Construction Plans and Specifications or in the Infrastructure Plans and Specifications unless mutually agreed upon, in writing, by the Company and the EDA.

SECTION 3.03 Construction Drawings and Related Documents. On or before the start dates specified in Section 3.07 hereof, the Company shall prepare and submit construction drawings, specifications and related documents for the AGI Facilities (hereinafter, the "Construction Plans") to the City for its review pursuant to the Code. Thereafter, if the Company desires to make any substantial or significant changes in the Construction Plans, the Company shall submit the proposed changes to the City for its approval. The Company and its agents shall communicate and consult as frequently with the City as is necessary to ensure that any modifications to the Construction Plans can receive prompt and speedy consideration by the City. If any material revisions or corrections of Construction Plans shall be required by the City or any other government official, agency, department or bureau having jurisdiction or any lending institution involved in financing, the Company and the EDA and Utilities Authority shall cooperate in efforts to develop a mutually acceptable alternative.

SECTION 3.04 Construction of Improvements. The Company agrees that all construction, renovation, improvement, equipping, repair and installation in and to the AGI Facilities shall be done in

accordance with the building, safety and zoning codes of the City, and the Construction Plans and related documents as originally approved by the City, or as amended with the approval of the City.

SECTION 3.05 City and Other Governmental Permits. Before commencement of construction, development or work on or in connection with any buildings, structures or other improvements to the AGI Facilities, the Company shall, at its own expense, secure or cause to be secured any and all permits and approvals which may be required by the City and any other governmental agency having jurisdiction as to such construction, development or work. The EDA and the Utilities Authority shall cooperate with and provide all usual assistance to the Company in securing these permits, and approvals, and shall diligently process, review and consider all such permits and approvals as may be required by law.

SECTION 3.06 Cost of Construction. All costs of the Project shall be borne by the Company, or third-parties under contract to the Company to pay such costs.

SECTION 3.07 Construction Schedule. This following schedule will serve as a general management tool to forecast resource requirements, and to monitor overall project planning and execution. This schedule may be modified as necessary by the Company, provided that any extension of time in the completion schedule shall require approval of the EDA and the Utilities Authority, which shall not be unreasonably withheld. This schedule is as follows:

- (i) That not later than August 1, 2023, the Company shall submit detailed Code compliant construction documents signed and sealed by Oklahoma design professionals where required, and an application for a building permit for the AGI Facilities; and
- (ii) That not later than two (2) months following the City's approval of construction documents and issuance of a building permit, the Company shall begin, and promptly thereafter diligently prosecute to completion, the construction, renovation, improvement, equipping, repair and installation of the AGI Facilities, with such work in any case being completed leading to a City Certificate of Occupancy on or before January 1, 2025; and
- (iii) Within forty-five (45) days of the Company's receipt of a Certificate of Occupancy from the City, the Utilities Authority shall rebate to the Company the Purchase Price of the Property, less Closing Costs.

If it appears that any of the above-described phases of the AGI Facilities cannot be completed within the period of time set forth in this section, the Company shall promptly report to the EDA and Utilities Authority that if the AGI Facilities will not be completed within the time provided for herein, and within thirty (30) days thereafter, the Company shall provide an updated schedule regarding the time required for the completion of such AGI Facilities. All revisions to the original construction schedule or any revision or amendment thereto shall be subject to approval by the EDA and the Utilities Authority, which approval shall not be unreasonably withheld.

SECTION 3.08 Rights of Access. For the purpose of ensuring compliance with this Development Assistance Agreement, representatives of the EDA and the Utilities Authority shall have the right of access to the Project Site, without charges or fees, at normal construction hours during the period of construction for the purposes of this Development Assistance Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Project, so long as they comply with applicable safety rules. Said right of access shall be subject to reasonable notice and consent of the Company, which consent shall not be unreasonably withheld. Except in the case of an emergency, prior to any such access, such representatives of the EDA or Utilities Authority will check in with the on-site manager. All such representatives of the EDA or

Utilities Authority shall carry proper identification, shall insure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The EDA and the Utilities Authority agrees to cooperate with the Company in facilitating access by the Company to the Project Site for construction purposes, provided that neither the EDA nor the Utilities Authority shall incur any financial obligations therefor.

SECTION 3.09 Indemnification of the Authorities. The Company shall defend, indemnify, assume all responsibility for, and hold the EDA and the Utilities Authority and its respective elected and appointed officers and employees and agents, harmless from, all costs (including attorneys fees and costs); claims, demands, liabilities or judgments (except those which have arisen from the willful misconduct or negligence of the EDA or the Utilities Authority, its officers, employees and agents) for injury or damage to property and injuries to persons, including death, which may be caused directly or indirectly by any of the Company's activities under this Development Assistance Agreement, whether such activities or performance thereof be by the Company or anyone directly or indirectly contracted with or employed by the Company and whether such damage shall accrue or be discovered before or after termination of this Development Assistance Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, et seq. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Company owns or has control of real property pursuant to any of Company's activities under this Development Assistance Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnify the EDA from liability.

SECTION 3.10 Liability Insurance.

A. In addition to the indemnification of the EDA and Utilities Authority required in Section 3.10 hereof, the Company shall take out and maintain during the period set forth in subsection (D) of this Section, a comprehensive general liability policy covering the AGI Facilities in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate with respect to bodily injury and property damage, including contractual liability, and for any occurrence, and One Hundred Thousand Dollars (\$100,000) with respect to damage to property. The Company will name the EDA and Utilities Authority as an "Additional Insured" and include endorsements to the effect that the insurer agrees to notify the EDA not less than thirty (30) days in advance of any modification or cancellation thereof.

B. The Company shall furnish a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the EDA and the Utilities Authority as an additional insured under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the EDA and the Utilities Authority by certified mail of any modification, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Company shall be primary insurance and not contributing with any insurance maintained by the EDA and the Utilities Authority, and the policy shall contain such an endorsement. The required certificate shall be filed with the Authority at the time of execution of this Development Assistance Agreement.

C. The Company shall also furnish or cause to be furnished to the EDA and the Utilities Authority evidence satisfactory to both that any contractor with whom it has contracted for the

performance of work on the Project Site or otherwise pursuant to this Development Assistance Agreement carries workers compensation insurance as required by law at the time of execution of the Agreement.

D. The insurance obligations set forth in this Section shall remain in effect until performance of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 3.11 Local, State and Federal Laws. The Company shall carry out the provisions of this Development Assistance Agreement in conformity with all applicable local, state and federal laws and regulations.

SECTION 3.12 Antidiscrimination During Construction. The Company, for itself, its successors and assigns, and any contractor with whom Company has contracted for the performance of work on the Project Site, agrees that in the construction, renovation, improvement, equipping, repair and installation of the Project provided for in this Development Assistance Agreement, the Company shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

SECTION 3.13 Taxes, Assessments, Encumbrances and Liens. The Company shall pay when due all real estate taxes and assessments on the Project Site. During the period of this agreement, the Company shall not place or allow to be placed on the Project Site or any part thereof any uncontested mechanic's lien, any mortgage, trust deed, encumbrance or lien other than as expressly allowed by this Development Assistance Agreement. Nothing herein contained shall be deemed to prohibit the Company from contesting the validity or amounts of any tax assessment, encumbrance or lien, nor to limit the remedies available to the Company in respect thereto.

SECTION 3.14 Prohibition Against Transfer of the Project Site or Structures Therein and Assignment of Agreement. Except as otherwise permitted in this Development Assistance Agreement; the Company shall not make any total or partial sale, transfer, conveyance, assignment or lease of the AGI Facilities prior to the Company's completion of its obligations in Section 1.01A of this Development Assistance Agreement, without the prior written consent of the EDA and the Utilities Authority, which consent shall not be unreasonably withheld; provided, however, that the foregoing restrictions on assignment, transfer and conveyance shall not apply to: (a) any mortgage lien or security interest granted to secure indebtedness to any construction or permanent lender, and (b) the leasing or subleasing of portions of the AGI Facilities to such third-parties as it may deem advisable, in its sole discretion, or to effectuate a 1031 tax deferred transaction.

SECTION 3.15 Reports By the Company; Sales Tax Collections. The Company shall establish and maintain records and reports for all costs associated with the Project with the performance and completion of the obligations in Section 1.01A of this Development Assistance Agreement. Such records shall be made available for review or audit at the offices of the Company upon written request by the EDA at a reasonable time after such request until the performance and completion of the obligations in Section 1.01A and the termination of this Agreement.

ARTICLE IV

RAIL EXTENSION, OTHER DEVELOPMENT INCENTIVES

SECTION 4.01 Construction of the Rail Switch, Spur. As an inducement for the Company to operate the AGI Facilities on the Project Site, the EDA agrees, at its sole cost and expense, to construct or

cause the construction of a rail switch and spur connecting the AGI Facilities to the Arkansas - Oklahoma Railroad (formerly, the "Union Pacific Railroad"), which spur shall be sufficient, in the Company's reasonable judgment, to serve the AGI Facilities, as such facilities are described herein. The parties further agree that:

- (i) At the EDA's sole cost and expense, the EDA shall negotiate with a professional engineer for surveying, design and inspection services following the Company's submittal of Construction Documents for permitting.
- (ii) Following the submittal of the Construction Documents for permitting, the EDA shall enter into a contract with said professional engineer to create construction plans leading to the installation of a rail switch and rail spur to serve the AGI Facilities, and such plans shall thereafter be subject to the review and written approval of the Company, which approval shall not be unreasonably withheld, conditioned or delayed.
- (iii) The EDA shall contract for the construction of the switch and spur, at the EDA's cost, following the issuance of a permit for the AGI Facilities and only after the Company's written approval of such plans, which approval shall not be unreasonably withheld, conditioned or delayed, and the granting of all easements and right-of-ways reasonably necessary.
- (iv) Construction of the switch and spur shall commence following the commencement of construction on the AGI Facilities, with such construction to be completed within a reasonable time.
- (v) The EDA shall be responsible for the cost and coordination of all permits and inspections leading to the installation of the switch and spur.
- (vi) The EDA shall be responsible for all costs associated with the maintenance and liability of the spur following construction, subject to the terms and conditions of any spur track agreement with the applicable railroad. This covenant shall survive the termination of this Development Assistance Agreement.

SECTION 4.02 Additional Public Improvements. To further induce the Company into undertaking the Project, the EDA agrees to reimburse the Company up to \$50,000 for installation of the following City approved improvements within public rights-of-ways or easements within forty-five (45) days of the issuance of the Certificate of Occupancy:

- (i) any necessary extension and/or improvement of existing utilities to the Property, including electricity, natural gas distribution, sanitary sewer collection, storm sewer, telecommunications and water distribution;
- (iii) sidewalk and/or trail improvements; and
- (iv) landscaping and irrigation systems.

SECTION 4.03 Economic Development Financing Assistance. The Utilities Authority agrees to rebate the cost of the land purchase, less all Closing costs, within forty-five (45) days of the City's issuance of a Certificate of Occupancy for the AGI Facilities.

SECTION 4.04 Signage. The EDA and the Utilities Authority agrees to work with the Company on selecting the design and location(s) of freestanding sign(s) as allowed by the zoning district governing

the Soldier Creek Industrial Park. Furthermore, the EDA agrees to absorb the cost of such installations and maintenance. This covenant shall survive the termination of this Development Assistance Agreement.

ARTICLE V

USE OF THE PROJECT SITE

SECTION 5.01 Covenant for Non-Discrimination. Until the performance and completion of the obligations in Section 1.01 of this Development Assistance Agreement, the Company covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, familial status, marital status, age, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Site, nor shall the Company itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Project Site. The covenant established in this section shall, without regard to technical classification and designation, be binding for the benefit and in favor of the EDA, the Utilities Authority, their successors and assigns and any successor in interest to the Project Site or any part thereof. The covenants contained in this section shall remain for the term of this Development Assistance Agreement which shall terminate upon the performance and completion of the obligations in Section 1.01A of this Development Assistance Agreement.

SECTION 5.02 Effect of Violation of the Terms and Provisions of this Development Assistance Agreement After Completion of Construction; No Partnership. Until the performance and completion of the obligations in Section 1.01(A) and the termination of this Development Assistance Agreement, and unless otherwise provided in this agreement, the EDA and the Utilities Authority are deemed the beneficiaries of the terms and provisions of this Development Assistance Agreement, for and in their own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Development Assistance Agreement have been provided. This Development Assistance Agreement shall run in favor of the EDA and the Utilities Authority, without regard to whether the EDA or the Utilities Authority have been, remains or is an owner of any land or interest therein in the Project Site. The EDA and/or the Utilities Authority shall have the right, if this agreement or covenants contained herein are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Development Assistance Agreement and covenants may be entitled. All rights given under this Section shall terminate upon Company's performance and completion of the obligations in Section 1.01(A) and the termination of this Economic Development Assistance Agreement. Nothing contained herein shall be construed as creating a partnership between the Company and the EDA and/or the Utilities Authority.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

SECTION 6.01 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Development Assistance Agreement:

- (i) Default in payment when due of any amount payable to any party hereto under the terms of this Development Assistance Agreement;

(ii) Material variance from the approved Construction Plans without prior written consent of the EDA or the Utilities Authority with regard to any of the materials, machinery or equipment acquired in connection with the Project or the appurtenances thereto, or any other material variance from the Preliminary Construction Plans;

(iii) Default by the Company in the performance or observance of any other covenant contained in this Development Assistance Agreement, or any other instrument executed pursuant to this Development Assistance Agreement, or under the terms of any other instrument delivered to the EDA in connection with this Development Assistance Agreement, including, without limitation, the falsity or breach of any representation, warranty or covenant;

(iv) Any representation, statement, certificate, schedule or report made or furnished to the EDA or the Utilities Authority by the Company with respect to the matters and transactions covered by this Development Assistance Agreement which proves to be false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Company fails to take or cause to be taken corrective measures satisfactory to the EDA within thirty (30) days after written notice by the Authority;

(v) The initiation of bankruptcy or receivership proceedings by or against the Company and the pendency of such proceedings for sixty (60) days; or

(vi) The failure by the Company to maintain those workforce covenants contained in Section 1.01(A)(iii) hereof.

SECTION 6.02 Notice of Default; Remedies.

A. The EDA or the Utilities Authority will provide the Company with notice and thirty (30) days opportunity to cure any Event of Default described in Section 6.01(i) through (v). The EDA will provide the Company with notice and 365 days opportunity to cure any Event of Default described in Section 7.01(vi).

B. Upon the Company's failure to cure any Event of Default to the EDA's or the Utilities Authority's satisfaction within the applicable period of time described in Section 6.01(A), the EDA or the Utilities Authority may, at their options, proceed simultaneously or selectively and successively to enforce its rights under this Development Assistance Agreement and any of the instruments executed pursuant to the terms hereof, of any one or all of them.

SECTION 6.03 Selective Enforcement. In the event the EDA or the Utilities Authority shall elect to selectively and successively enforce its rights under any of the aforementioned documents, such action shall not be deemed a waiver of any default under this Development Assistance Agreement.

SECTION 6.04 Enforced Delay; Extension of Times of Performance.

A. In addition to specific provisions of this Development Assistance Agreement, performance by any party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Development Assistance Agreement shall be extended, where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; invasion, lack of transportation; litigation; unusually severe weather; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform.

agreeing to be bound by the terms hereof, including, without limitation, the provisions of Article III of this agreement.

SECTION 7.06 Applicable Law. This Development Assistance Agreement and the documents issued and executed hereunder shall be deemed to be a contract made under the laws of the State of Oklahoma and shall not be construed to constitute the EDA as a joint venturer with the Company or to constitute a partnership among the parties. Any legal action arising from the contract must be filed in the proper State or Federal Court located in Oklahoma County.

SECTION 7.07 Descriptive Headings. The descriptive headings of the articles and sections of this Development Assistance Agreement are for convenience only and shall not be used in the construction of the terms hereof.

SECTION 7.08 Integrated Agreement. This Development Assistance Agreement and the Real Property Agreement constitute and incorporate the entire agreement between the parties hereto, and there are no agreements, understandings, warranties or representations between the parties regarding the Project other than those set forth herein.

SECTION 7.09 Time of Essence. Time is of the essence in the performance of this Development Assistance Agreement.

SECTION 7.10 Binding Effect. This Development Assistance Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

SECTION 7.11 Right to Defend. The EDA shall have the right, but not the obligation, with benefit of counsel selected by the EDA, all at the Company's expense, to commence, appear in or defend any action or proceeding purporting to affect the rights or duties of the parties hereunder, and in connection therewith, pay out of the development assistance funds hereinabove described, all necessary expenses, including fees of counsel, if the Company fails to so commence, appear in or defend any such action or proceeding, except in a suit by the Company against the EDA and/or Utilities A, in which case the prevailing party shall be entitled to such fees and expenses as a part of any judgment obtained.

SECTION 7.12 Execution in Counterparts. This Agreement may be executed separately in counterparts, and a facsimile or PDF signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place.

SECTION 7.13 Trustees' Disclaimer. This instrument is executed by the trustees or officers or both of the Midwest City Economic Development Authority and the Midwest City Utilities Authority in their official capacities as such trustees or officers. By the execution hereof all parties agree that, for the payment of any claim or the performance of any obligations hereunder, resort shall be had solely to the specific assets of the respective authorities described herein and no Trustee or officer of the EDA or the Utilities Authority shall be held personally liable therefore.

IN WITNESS WHEREOF, the EDA, the Utilities Authority and the Company have caused this instrument to be duly executed this _____ day of _____, 2023.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

MIDWEST CITY UTILITIES AUTHORITY

Chairman

(SEAL)
ATTEST:

Secretary

AMERICAN GLASS, INC.

President

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

BEFORE ME, a notary public in and for said City and state, on this ____ day of _____, 2023,
personally appeared _____, to me known to be
the identical person who subscribed the name of American Glass, Inc. to the foregoing instrument as its
President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as
the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and
year first above written.

Notary Public

(SEAL)

My Commission expires _____

APPENDIX "1"

LEGAL DESCRIPTION OF THE PROJECT SITE

The Project Site consists of that certain real property situated in the North Half of Section 27, Township One (1) North, Ranger Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

Lots 2A, 2B, 2C, 2D, 2E, 3A, 3B, 3C, 3D, 3E, 3F, 3G of SOLDIER CREEK INDUSTRIAL PARK, an Addition to the City of Midwest City, Oklahoma County, Oklahoma.



PUBLIC DISCUSSION

