



City of Lawton

City Council

Agenda

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Tuesday, November 12, 2024

6:00 PM

Lawton City Hall
Council Chambers/Auditorium

MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE

"Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Council may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Council may refer the matter to the City Manager or the City Attorney. The Council may also refer items to standing committees of the Council or a board, commission, or authority for additional study. Under certain circumstances, items are deferred to a specific later date or stricken from the agenda entirely."

ROLL CALL

PRESENTATION:

- True North Award: Cam Huynh, Stormwater Mitigation
- Introduction of Cliff Martin, Streets and Traffic Control Superintendent
- Mayoral Citation: Joshua Smith

PROCLAMATION:

- Native American Heritage Month

REPORTS: MAYOR/CITY COUNCIL

AUDIENCE PARTICIPATION: Lawton citizens who have completed a Request to Speak Form and wish to address business not listed on the agenda may step forward at this time.

To ensure compliance with the Oklahoma Open Meeting Act, the Mayor and Council will receive comments but will NOT engage in direct responses. However, they may refer matters to the appropriate department or individual for further consideration and follow-up action.

To participate, speakers must submit a Request to Speak Form to the City Clerk and reside within the Lawton city limits. Each speaker is allotted 3 minutes, with a maximum of 9 minutes per topic, and Audience Participation is limited to 30 minutes total. All participants are expected to follow the Rules of Decorum as outlined in Council Policy 1-6.

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be enacted with one

motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

1. Consider awarding contract CL25-011 Electrical Instrumentation and Control Services for Public Utilities to Worth Hydrochem of Oklahoma, Inc. [24-2111](#)
Attachments: [Abstract.docx](#)
[Dept Recc to Award CL25-001](#)
[Original Contract](#)
2. Consider accepting the temporary construction easements and permanent utility easements from Soon Seop Hong for 776 NW 16th Street, from Crossroads Building Corporation for 1158 NW Cache Road, and from Johnny and Connie Kinder for 1152 NW Cache Road, for the Cache Road water main and sidewalk project # PU2107, authorizing the Mayor and City Clerk to execute the documents, and payment for the same. [24-2108](#)
3. Consider ratifying the action of the City Manager by accepting the Health Literacy grant of \$5,000.00 from the Oklahoma Department of Libraries for health literacy activities. [24-2121](#)
4. Consider amending Council Policy 3-1 Sexual Harassment to further define what sexual harassment is, the various forms that it may take (verbal, non-verbal and physical), expanding on who shall be covered by the policy, procedures to make a complaint and adding a section dealing with city employees and their interactions with citizens or other non-employees and sexual harassment that may arise from those interactions. [24-2082](#)
Attachments: [CP 3-1 Sexual Harassment clean version](#)
[CP 3-1 Sexual Harassment tracked changes](#)
5. Consider amending Council Policy 3-3 Harassment to further define what harassment is, adding what harassing conduct is and adding bullying to the definition; adding new protected classes; adding new persons covered by the policy and adding an Interactions with Citizens section. [24-2092](#)
Attachments: [COUNCIL POLICY 3-3 Harassment October 2024 Clean](#)
[COUNCIL POLICY 3-3 Harassment October 2024 tracked changes](#)
6. Consider approving Council Policy 04-06: Annual Allocation for PROPEL Funding. [24-2027](#)
Attachments: [COUNCIL POLICY 04-06- PROPEL 2019 Funding Allocation](#)
7. Consider determining the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with same by approving invoices for demolition of properties as required by State Statue 11-22-112.4 for properties located at 2110 SW N H Jones Avenue. [24-2120](#)
Attachments: [Invoice\(s\)](#)
8. Authorize the City Manager to negotiate with County Commission Josh [24-2139](#)

Powers regarding the possibility of a joint city-county jail trust. Further authorize the City Manager to negotiate a more equitable cost distribution with the county for the funding of the city's emergency communications department.

UNFINISHED BUSINESS

9. Hold a public hearing and consider adopting a resolution declaring the structures located at 908 NW Bell Avenue, to be dilapidated pursuant to Section 6-5-1 Lawton City Code, ordering the owner to abate the nuisance, authorizing summary abatement, and authorizing the City Attorney to commence legal action in District Court to abate the nuisance. [24-2083](#)

Attachments: [Exhibit A](#)
[Photo of Structure](#)
[Resolution](#)

BUSINESS ITEMS:

10. Receive a presentation from CREOKS Health Services Inc regarding the extension of new mental health services in Lawton, Oklahoma, and authorize the Mayor to sign a letter of support for this endeavor. [24-2126](#)

Attachments: [Letter of Support- CREOKS](#)

11. Receive public comments on the usage and allocation of unallocated sales tax revenue received from July 2020 to June 2024. The unallocated funds total \$8,425,974.94. [24-2119](#)

Attachments: [Resolution of Intent No. 24-114](#)
[2024 Monthly Sales Tax Analysis](#)

12. Receive a briefing concerning the recent proposals submitted for the Management & Operations of Ralph's Resort and direct staff as necessary. [24-2136](#)

Attachments: [Abstract.docx](#)
[Bid Results](#)

13. Consider accepting a donation in the amount of \$10,000.00 from the Cancer Centers of Southwest Oklahoma in appreciation for the City's continued support of the Spirit of Survival running and bicycling event. [24-2102](#)

14. Consider an ordinance pertaining to Administration, amending Section 2-3-9-362, and creating Section 2-3-9-366 and Section 2-3-9-367, Division 2-3-9, of Article 2-3, Chapter 2, Lawton City Code, 2015, relating to Boards, Commissions, and Committees by changing membership requirements for the Youth and Family Affairs Committee, establishing the process for the appointment of a chairperson, providing requirements for Youth and Family Affairs grant applicants, and clarifying the roll of the City of Lawton's internal auditor in the Youth and Family Affairs grant process; providing for severability; providing for codification and establishing an effective date. [24-2025](#)

Attachments: [YFAC Ordinance](#)

15. Consider approving an ordinance pertaining to Administration, amending Section 2-1-1-102, Division 2-1-1, Article 2-1, Chapter 2, Lawton City Code, 2015, relating to meetings of the council, by updating the time of council meetings to 6:00 pm to reflect the current meeting time, providing for severability and establishing an effective date. [24-2127](#)

Attachments: [Council Meeting 6pm](#)

16. Receive a presentation and consider accepting the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2023, as presented by FORVIS-MAZARS,LLP. [24-2124](#)

STAFF REPORTS:

17. Provide City Council with an update on the FY 2023 and FY 2024 Audit Process. [23-991](#)
18. Receive a report from staff on Short Term Rentals. [24-2100](#)

ADJOURNMENT

The City of Lawton encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at (580) 581-3305 at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if interpreters for the deaf (signing) is not the necessary accommodation."



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2111

Agenda Date: 11/12/2024

Agenda No: 1.

ITEM TITLE:

Consider awarding contract CL25-011 Electrical Instrumentation and Control Services for Public Utilities to Worth Hydrochem of Oklahoma, Inc.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: David Hastings, WWTP Superintendent

BACKGROUND: The City of Lawton solicited bids for contract (CL25-011) Electrical Instrumentation and Control Services. Bid invitations were sent out October 8, 2024 and the bid opening was held on October 23, 2024. One responsive bid was received, and it is the departments recommendation to award the contract to Worth Hydrochem of Oklahoma, Inc. The new contract period will be December 1, 2024 - November 30, 2025, with the option of 2 yearly extensions upon council approval annually.

In the attempt to fulfill the “ TRUE NORTH CULTURE STATEMENT” and place the Citizens first, Public Utility strives to maintain water that is safe at required pressures to meet the need of Citizens.

EXHIBIT: Department Recommendation, Abstract of Bids, Proposed Contract

KEY ISSUES: Does the City of Lawton wish to award contract CL25-011 Electrical Instrumentation and Control Services for Public Utilities to Worth Hydrochem of Oklahoma, Inc.?

FUNDING SOURCE: Wastewater Treatment Plant Repair and Maintenance Account (7006508-51020). Estimated yearly cost is \$90,000.00

STAFF RECOMMENDED COUNCIL ACTION: Award contract CL25-011 Electrical Instrumentation and Control Services for Public Utilities to Worth Hydrochem of Oklahoma, Inc.

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Deaven Newell*

ABSTRACT OF BIDS

CL/RFP Number CL25-011		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>	
CL/RFP Title Electrical Instrumentation and Control Services		Date Opened: October 23, 2024		Worth Hydro Chem of Oklahoma, INC Matthew B Green 3517 Wellsite Drive Suite 113 Norman, OK 73069 405-366-7729 mgreen@worthok.com	
Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Rate	Extension
1	Technician, tools and equipment (Reg. Time)	1	Hour	\$185.00	TBD
2	Technician, tools and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$275.00	TBD
3	Mark-up over vendor invoice amount for parts/materials	1	Percent	35%	



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Deaven Newell, Accountant
From: David Hastings, WWTP Superintendent *SD*
Thru: Rusty Whisenhunt, Director of Public Utilities *rw*
Subject: CL25-011 Electrical Instrumentation and Control Services
Date: October 24, 2024

It is recommended to award the contract for Electrical Instrumentation and Control Services to Worth Hydrochem of Norman, OK. Worth Hydrochem is the lowest responsive and responsible bidder. The vendor meets all requirements. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Wastewater Treatment Plant Repair and Maintenance Account (7006508-51020).

If you have any questions regarding this information, please contact me.

MAYOR'S SIGNATURE REQUEST

DOCUMENT TITLE: CL25-011 Electrical Instrumentation and Control Services

CITY COUNCIL AUTHORIZATION:

Date Authorized: 11.12.24

Legistar File ID: 24-2111

DOCUMENTS REVIEWED AS TO:

Content: _____
Contract Administrator

Content: _____
Finance Director

Forms: _____
City Attorney

COMMENTS:

New Contract

Contract: CL25-011
Vendor(s): Worth Hydrochem of Oklahoma, Inc.

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this _____ day of _____, 20_____.

The City of Lawton, Oklahoma
a Municipal Corporation

Stanley Booker, Mayor

ATTEST:

Donnalynn Blazek-Scherler, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the _____
day of _____, 20_____.

City Attorney



City of Lawton

Department of Public Utilities

E-mail: publicutilities@lawtonok.gov
Telephone 580-581-3405
Fax 580-581-3407

Mailing Address: 103 Southwest 4th Street
Shipping Address: 2100 South 6th Street
Lawton, Oklahoma 73501

To: Deaven Newell, Accountant
From: David Hastings, WWTP Superintendent *SD*
Thru: Rusty Whisenhunt, Director of Public Utilities *rw*
Subject: CL25-011 Electrical Instrumentation and Control Services
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Funds are available in the Wastewater Treatment Plant Repair and Maintenance Account (7006508-51020).

If you have any questions regarding this information, please contact me.

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Deaven Newell*

ABSTRACT OF BIDS

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Fincancial Services: Buyer Colbie Garrett		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes	
Item No.	Description of Bid Item	Est. Qty	Unit	Rate	Extension
1	Technician, tools and equipment (Reg. Time)	1	Hour	\$185.00	TBD
2	Technician, tools and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$275.00	TBD
3	Mark-up over vendor invoice amount for parts/materials	1	Percent	35%	

Worth Hydrochem of Oklahoma, Inc.
P.O. Box 6447
Norman, OK 73070-6447
Phone: (405) 366-7729
Fax: (405) 366-7728
www.worthok.com



Water Treatment Chemicals
Membrane Treatment Chemicals
Water Filter Systems and Supplies
SCADA and Telemetry Control Systems
Chlorine Systems
Technical Field Services

Setting the standard in Service

October 11, 2024

City Clerk
City of Lawton
212 SW 9th Street
Lawton, OK 73501

Attention: Deavan Newell
Deaven.Newell@LawtonOK.gov

Customer Reference:	CL25-011 Electrical Instrumentation and Control Services		
Worth OK Reference:	10110	Worth OK Quote:	10110QT25

Thank you for the opportunity to submit this Bid Proposal for the Bid No. CL25-011, Electrical Instrumentation and Control Services for Public Utility Facilities. In response, I would like to submit the following Worth Hydro Standard Service Rates:

ITEM	QTY	WH ₂ OK Service Technician Rate Sheet (Standard Services)	
01	TBD	Hourly Service Rate , per Hour	\$ 185.00
02	TBD	Overtime Rate , per Hour (weekday hours are billed at standard rate)	\$ 185.00
03	TBD	Emergency Call-Out Rate , per Hour (2 Hours Response, 24/7)	\$ 275.00
04	TBD	Mileage Reimbursement , per Mile (2021 Federal Rate)	\$ 0.67
05	TBD	Mark-Up Over Vendor Invoice for Parts/Materials , %	35.00%

NOTES AND CLARIFICATIONS:

1. Worth Hydro provides project estimating and quoting services to support systems repairs and systems improvement projects and to facilitate PO and budgeting support. These services are provided without charge.
2. There may be times when Worth Hydro personnel are able to provide “emergency” services without rescheduling a service call for another customer or as part of a normal daily route. In these instances, Worth Hydro will bill those service hours at the Standard Rate.
3. The standard mark-up over vendor invoice is our general markup for typical items. For large projects where several parts are included on a single invoice or for very expensive items, Worth Hydro will apply a discount to this standard rate. This discount is typically 5% o 10%.

(CONTINUED NEXT PAGE)



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

The following attachments are included with this proposal to meet the requirements of the Bid Proposal and to validate Worth Hydro has the qualifications to provide the proposed services for the City of Lawton:

ATTACHMENT A: BID DOCUMENTS

ATTACHMENT B: CERTIFICATE OF LIABILITY INSURANCE

ATTACHMENT C: WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES

ATTACHMENT D: WATER AND WASTEWATER TELEMTRY AND CONTROLS REFERENCE LIST

ATTACHMENT E: WORTH HYDROCHEM OF OKLAHOMA SERVICES BILLING TICKET AND REPORT

Worth Hydro has demonstrated qualifications to provide equipment specifications, troubleshooting, installation, programming, repair, replacement and commissioning services for the City of Lawton Utilities. We hope to have the opportunity to continue to support your operations and services under this contract in the future.

If this proposal is accepted as presented, please sign below and return to Worth Hydro:

Accepted: _____ **Date:** _____

Thank you,

Matt Green
 Director
mgreen@worthok.com



Setting the standard in Service

10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

ATTACHMENT "A"

BID SCHEDULE FOR BID NUMBER CL25-011

City of Lawton INVITATION TO BID AND CONTRACT

MAIL SEALED BIDS TO: City Clerk City of Lawton 212 SW 9th Street Lawton, OK 73501		DIRECT INQUIRIES TO: Colbie.Garrett@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Bid Typed: October 4, 2024	Dates Bid Advertised: October 8, 2024	No Bids Received After: October 23, 2024 2 : 00pm	
Contract Number and Title: CL25-011 Electrical Instrumentation and Control Services		Requirements-type Contract: Requirements-type Contract	Contract Period: 12 months
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: WORTH HYDROCHEM OF OKLA, INC. MATTHEW B GREEN		Reason for No Bid: N/A	
Mailing Address: 3517 WELLSITE DRIVE SUITE 113		Terms: NET 30	
City: NORMAN, OK	State: OK	Zip: 73069	Delivery: PRE PAY AND ADD
Area Code and Phone Number: (405) 366-7729		Email Address: M.GREEN@WORTHOK.COM	
Federal Employer Identification Number or Social Security Number 73-1413397			

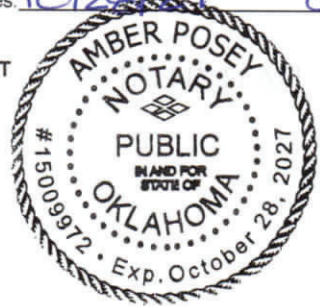
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: *[Signature]* STATE OF OKLAHOMA COUNTY OF CLEVELAND
_____ of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: WORTH HYDROCHEM OF OKLA, INC
Address: 3517 WELLSITE DRIVE, SUITE 113
NORMAN, OK 73069
(City, State, Zip)
Phone: (405) 366-7729

[Signature]
SIGNATURE OF AUTHORIZED AGENT
MATTHEW B GREEN
PRINT/TYPE NAME/TITLE
Subscribed & sworn before me this 11 day of October, 2024.
[Signature]
Notary Public
My Commission expires: 10/28/27



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF OKLAHOMA

SS

COUNTY OF CLEVELAND

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



WORTH HYDROCHEM OF OKLA, INC.

Business Name / Contractor Name

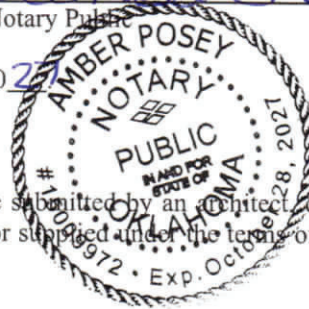
Signed

Print: MATTHEW B GREEN

Attested to before me this 11 day of October 2024

Amber Posey
Notary Public

My Commission Expires 10/28 2027



NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500


CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

CL25-011
Contract Number

10/11/24
Date

WORTH HYDROCHEM OF OKLA, INC.
Name of Contractor (Print)


Signature, Member of Firm or Officer of Corporation

MATTHEW B GREEN, DIRECTOR
Title

Bid Number: RFPCL22-006

Bid Title: Electrical Instrumentation and Control Services for Public Utility Facilities

Vendor Name:

WORTH HYDROCHEM OF OKLA, INC.

Bid Schedule

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1.	Technician, tools, and equipment (Reg. Time)	1	Hour	\$ 185 ⁰⁰	\$ TBD
2.	Technician, tools, and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$ 275 ⁰⁰	\$ TBD
3.	Mark-up over vendor invoice amount for parts/materials	1	Percent	\$ 35 ⁹⁰	\$ TBD
TOTAL AMOUNT OF BID				\$ N/A	
Total Amount of Bid In Words			Dollars	N/A	

(must be completed and returned with the bid)

Please contact Heith Renschen for any questions in regards to the specifications at
(580) 581-3405 or heith.renschen@lawtonok.gov

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Items to be delivered as agreed upon.
6. Product data for an "or Equal" request on any item should be submitted with the bid.
7. Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.
8. DISCLAIMER: Bidder understands that the City of Lawton reserves the right to accept or reject any or all bids.

Bid provided by:

WORTH HYDROCHEM OF OKLA, INC. MATTHEW B GREEN 10/11/24
Company Name Representative Date

(405) 366-7729 N/A
Phone Number Fax



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

ATTACHMENT "B"
WORTH HYDROCHEM OF OKLAHOMA CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 100104501
INSURICA
3510 24th Ave NW, Suite 201
Norman, OK 73069
CONTACT NAME:
PHONE (A/C, No, Ext): (405) 321-2700
FAX (A/C, No): (405) 360-8892
E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A: Employers Mutual Casualty Company NAIC # 21415
INSURER B: EMCASCO Insurance Company 21407
INSURER C: Crum & Forster Specialty Insurance Company 44520
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Pollution/E&O.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City of Lawton, 2100 SW 6th Street, Lawton, OK 73501
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

ATTACHMENT "C"
WORTH HYDROCHEM OF OKLAHOMA EMPLOYEE PROFILES

With well over 100 years of combined experience in water treatment and water processing controls, the team at Worth Hydrochem of Oklahoma (WH₂OK) are water treatment experts delivering superior service and complete solutions for today's water treatment challenges. Our team of experienced Field Service Technicians each model our core values for Service Excellence, Professional Integrity, and Personal Accountability. We are proud to introduce our Field Service Team and look forward to the opportunity to engage with your team:

Mike Girdner, BSME, PE
Owner and President
 Years of Experience: 30+
Expertise: Water Treatment Chemicals, Water Treatment Processes and Business Integrity

Terry McCracken
Senior Service Technician
 Years of Experience: 25+
Expertise: PLC and HMI Service, Electrical and Mechanical Process Equipment Service, and Automation and Controls

Paul Cunningham
Senior PLC and Controls Service Technician
 Years of Experience: 25+
Expertise: PLC and HMI Programming, Remote Telemetry Systems and Data Radio Communications, and Process Automation and Controls

Ray Miller
Senior Service Technician
 Years of Experience: 30+
Expertise: PLC and HMI Programming, Remote Telemetry Systems and Data Radio Communications, and Process Automation and Controls

Tanner Patterson
Field Service Technician
 Years of Experience: 10+
Expertise: Electrical Services, Remote Telemetry Systems and Process Automation and Controls

Chris Watson
Field Service Technician
 Years of Experience: 10+
Expertise: WTP Chlorine Injection Systems, WTP Operations, and Reverse Osmosis Systems Operations, Service and Maintenance.

Colten Zachary
Field Service Technician
 Years of Experience: 5+
Expertise: Electrical Services and Process Automation and Controls

Jared Wilson
Field Service Technician
 Years of Experience: 5+
Expertise: Electrical Services and Process Automation and Controls



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

ATTACHMENT "D"
WATER AND WASTEWATER TELEMTRY AND CONTROLS SYSTEMS REFERENCE LIST



City of Lawton Waste Water Treatment Plant
 Lawton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Lift Stations, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and more.

City of Oklahoma City via Inframark
 Deer Creek and Chisholm Creek Waste Water Treatment Plants

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Lift Stations, Actuators, VFD's, Radio RTU's, Belt Press Conveyors, Alarms, Pumps, Motors and more.

(CONTINUED NEXT PAGE)



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

Central Oklahoma Master Conservancy District

Norman, Oklahoma

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided mechanical services and equipment for replacement scraper bearings systems and on-going electro-mechanical and reverse osmosis water treatment systems services and support. Additionally, WH2OK provides PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

City of Clinton Waste Water Treatment Plant via Inframark

Clinton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) provided a SCADA Upgrade, including Ignition SCADA Software, Dell SCADA Computers and programming, installation and commissioning services.

City of Blackwell Water Treatment and Wastewater Treatment Plants

Blackwell, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided an upgraded Telemetry and Controls systems and on-going electro-mechanical and telemetry and controls equipment services and support.

Foss Reservoir Master Conservancy District Water Treatment Plant

Foss, Oklahoma

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided mechanical services and equipment for replacement scraper bearings systems and on-going electro-mechanical and reverse osmosis water treatment systems services and support. Additionally, WH2OK provides PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.

Tahlequah Public Works Authority

Tahlequah, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including PLC's, Actuators, VFD's, and chemical water treatment systems equipment.



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

City of Lindsay Water Treatment Plant

Lindsay, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided electro-mechanical and controls repairs and replacements for a multiple projects addressing several different systems and equipment, including Reverse Osmosis System, Flow Meters, Actuators, VFD’s, Radio RTU’s, Belt Press Conveyors, Alarms, Pumps, Motors and chemical water treatment systems equipment.

Braum’s Dairy Plant

Tuttle, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) has provided well controls, including VFD’s and radio telemetry units and water treatment plant services and upgrades, including expansion of the reverse osmosis system. WH2OK continues to provide PWT Chemicals and H2O Innovations Filters for operational membrane treatment and PWT Chemicals and Toray Membranes for regular RO CIP services and membranes changeouts.

Goodyear Lawton Plant, Powerhouse Boiler RO System

Lawton, OK

Services: Worth Hydrochem of Okla, Inc (WH2OK) specified, sold, installed and commissioned the Marlo RO. WH2OK continues to provide PWT Chemicals, H2O Innovations Filters and Toray Membranes as part of a ***continuing annual maintenance and service contract.***

City of Sherman Water Treatment Plant

Sherman, Texas

Services: Worth Hydrochem of Okla, Inc (WH2OK) was contracted by H2O Innovations to start-up and commissioning of the installed system, including controls and PLC programming. WH2OK continues to provide PWT Chemicals for operational membrane treatment and cleaning, as well as technical services for system and plant operations.



10110	
Project:	Professional Services Contract
Customer:	City of Lawton
Location:	Lawton Utilities Facilities
Submitted:	October 11, 2024
Project Manager:	Terry McCracken

ATTACHMENT "E"
SERVICE BILLING TICKET AND REPORT



P. O. Box 6447
 Norman, OK 73070-6447
 Phone: (405) 366-7729
 Fax: (405) 266-7728
 www.WorthOK.com

MATERIALS SUPPLIED: PARTS, CHEMICALS and SUPPLIES		
QTY	DESCRIPTION	UNIT PRICE
(None)		

SERVICES PERFORMED / DESCRIPTION OF WORK / NOTES	
(None)	

13664	
12781	Lawton Booster Pump Station 2 Overflowing Tower
Customer:	Lawton
Location:	
Project Mgr:	Colten Zachary
PO Number:	
Completed:	8/2/2024

SERVICE LABOR RECORD		
DATE	TECHNICIAN	HOURS
7/22/2024	Colten Zachary	3.4
7/23/2024	Colten Zachary	1.6
7/23/2024	Ray Miller	1.4
Total		6.4

SERVICE MILEAGE RECORD		
DATE	TECHNICIAN	MILES
7/22/2024	Colten Zachary	26
7/23/2024	Colten Zachary	49
7/23/2024	Ray Miller	48
Total		123

GENERAL CONDITIONS FOR BIDDING REQUIREMENTS **CONTRACTS WITH THE CITY OF LAWTON, OKLAHOMA.**

BIDDER – TO INSURE ACCEPTANCE OF THE BID, CAREFULLY FOLLOW THESE INSTRUCTIONS. FAILURE TO DO SO MAY RESULT IN THE REJECTION OF YOUR BID WITHOUT FURTHER CONSIDERATION OR NOTICE TO YOU.

ELECTRONIC SEALED BIDS: The Electronic Bid Submission (EBS) is the electronic transfer of proposal bid data between a supplier and a contracting authority. The EBS feature on Bidnet Direct allows suppliers to submit bids/proposals online via Bidnet Direct. The EBS feature includes safeguards to ensure the security and authenticity of the material being transferred. Vendors must be registered at to <https://www.bidnetdirect.com/oklahoma> participate in EBS. Submitted documents are stored securely with a high level of security. All bids remain encrypted and not readable until bids are opened by the buyer and only after the closing date and time have passed.

SEALED BIDS: All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain, in addition to the address on page one (1) of this document, the date and time of the bid opening and the contract number. Bids not submitted on this bid form shall be rejected. All bids are subject to the conditions specified herein. **Those which do not comply with these conditions are subject to rejection.** Bids will be considered only on first quality products. Bid files which include copies of specifications, drawings, schedules or special instructions are on file with the City Clerk and may be examined during normal working hours.

1. **EXECUTION OF BID AND CONTRACT:** Bid and contract documents must contain an original signature of authorized representative in the space provided. Bid must be typed or printed in ink. Use of erasable ink is not permitted. ALL CORRECTIONS MADE BY BIDDER/VENDOR TO BID PRICE MUST BE INITIALED. Do not use white out, correction tape or some other method of masking a correction.
2. **NO BID:** If not submitting a bid, respond by returning page one (1), marking it “NO BID” and explain the reason in the space provided above. Failure to respond 3 times in succession shall be cause for removal of the supplier’s name from the bid mailing list, without further notice. NOTE: To qualify as having responded, bidder/vendor must submit a “NO BID”, and it must be received no later than the stated bid opening date and hour.
3. **OBJECTIONS/CHALLENGE:** Should a bidder/vendor have an objection to or challenge the specifications, the bidder/vendor is responsible for making this known in writing so as to reach the City Clerk no later than seven (7) calendar days prior to the bid opening date. The envelope shall be marked in such a way to alert the City Clerk of the urgency in order to immediately notify the Purchasing Division. The envelope will be marked indicating that the content is a challenge to a specified Invitation to Bid. For all challenges considered valid by the Purchasing Supervisor, all vendors on the original mailing list will be provided an addendum which addresses the challenge. Challenges/Objections not considered valid will be so stated to the objecting party.
4. **BID OPENING:** Bid opening occurs at the time specified on the bid form. It is the bidder/vendor’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not delivered, will not be considered. Offers by telegram, facsimile or telephone are not acceptable. NOTE: Bid files may be examined during normal working hours by appointment, after the date and time of bid opening. Bid tabulations WILL NOT be provided by telephone. Bid tabulations will be provided by mail or email at the written request of the bidder/vendor. Bid and contract documents are the property of the City and are subject to the provisions of the Oklahoma Open Records Act.
5. **WITHDRAWAL OF BID:** Bids may be withdrawn at any time prior to the bid opening date and time. After bids are opened, all bids will be considered firm and valid until award of contract is made.

6. **AWARDS:**
 - a. As the best interest of the City may require, the right is reserved to:
 1. Award by individual item, group of items, all or none, or a combination thereof.
 2. Award based upon a geographical district basis with one or more suppliers.
 3. To reject any and all bids or waive any minor irregularity or technicality in bids received.
 - b. Bidder/vendors are cautioned to make no assumptions regarding their success on the awarding of any contract unless their bid has been evaluated as being responsive, the contract awarded by City Council, and appropriate documents executed. The City of Lawton reserves the right to add or delete any item from this contract when deemed to be in the City's best interest.
7. **ACCEPTANCE OF CONTRACT:** This document constitutes only the bidder/vendor's bid until it is accepted by the City Council for the City of Lawton and is executed by the Mayor and City Clerk on behalf of the City of Lawton.
8. **WAIVER:** The City of Lawton reserves the right to waive any General Provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City.
9. **CHANGES TO SPECIFICATIONS:** Bids are to be submitted in accordance with the specifications provided. Any exceptions to the specifications must be indicated in the place provided on the specification page(s) or by separate letter from the bidder/vendor, if a place is not provided in the specifications. Changes in specification reducing the quality, versatility or applicability of the product or service shall cause the rejection of the bid. The City shall make the final determination. Failure to notice the City of the deviation from the specification may cause the bid to be rejected at the discretion of the City.
10. **MISTAKES:** Bidder/Vendors are expected to examine the specifications, delivery schedule, bid prices and all instructions pertaining to supplies and services. Failure to do so will be at bidder/vendor's risk. In all cases, the UNIT PRICE WILL GOVERN.
11. **INFORMATION:** The bidder/vendor must provide information pertinent to items you are bidding. Complete catalogues are not necessary. If furnished, however, the bidder/vendor must identify the exact location in the catalogue and circle or identify clearly the item being bid.
12. **MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade name brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder/vendor may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder/Vendor shall submit with his proposal sketches, descriptive literature, and/or complete specifications. References to literature submitted with a previous bid will not satisfy this provision. The bidder/vendor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered to be in complete compliance with the specifications as listed on the bid form.

13. **SAMPLES:** Samples of items, when called for, must be furnished free of charge and at no expense to the City. Each individual sample must be labeled with bidder/vendor's name, manufacturer's brand name and number, contract number and item reference, or as specified in the attached special conditions. Samples will not be returned.
14. **TESTING:** When testing is required to determine if a sample or an awarded product meets specifications and it is determined that the product fails to meet specifications, the cost of testing shall be borne by the vendor, both on samples and delivered products.
15. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories or by the City. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications will be rejected and returned to the bidder/vendor at the bidder/vendor's expense. Any violation of these stipulations may result in supplier's name being removed from the City of Lawton Purchasing bidder/vendor mailing list, and the City may pursue any and all other remedies available either in equity or by law.
16. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered for shipped as a result of this bid shall be new (current model at the time of the bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
17. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at the destination unless otherwise provided. "Destination: shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the bidder/vendor until accepted by the ordering agency. The bidder/vendor shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - b. Report damage (whether visible or concealed) to the carrier and bidder/vendor, conforming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspects the damaged merchandise.
 - c. Retain the item and it's shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the bidder/vendor, or for a reasonable time after notification to the bidder/vendor.
 - d. Provide the bidder/vendor with a copy of the carrier's Bill of Lading and damage inspection report.
18. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.
19. **SERVICE AND WARRANTY:** Unless otherwise specified, the bidder/vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidder/Vendors must explain on an attached sheet to what extent warranty and service facilities are provided. Unless otherwise indicated in this agreement, upon acceptance

of this contract by the City, bidder/vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the specification attached hereto and made a part hereof; and further warrants that same shall be good material and workmanship, and free from defects.

20. **REMEDIES:** Failure to make delivery or to meet specifications authorizes the City to seek replacement goods or services elsewhere and to seek legal remedies against the defaulting bidder/vendor. If any of the goods and/or work performed fails to meet the warranties contained herein, bidder/vendor upon notice thereof from the City shall promptly correct or replace the same at bidder/vendor's expense. If bidder/vendor shall fail so to do, the City may cancel this order as to all such goods and in addition, may cancel the remaining balance of this order and pursue all other remedies available. After notice to the bidder/vendor, all such goods will be held at bidder/vendor's risk. The City may and at bidder/vendor's direction shall, return such goods to bidder/vendor at bidder/vendor's risk, and all transportation charges, both to and from original destination, shall be paid by bidder/vendor. Any payment for such goods shall be refunded by bidder/vendor unless bidder/vendor promptly corrects or replaces the same at its expense.
21. **AUTHORIZED USERS:** Bids shall cover requirements during the specified period for all Municipal Departments, Boards, Commissions, Agencies, and Institutions.
22. **LIABILITY:** The bidder/vendor shall hold and save the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.
23. **PRICES AND TERMS:** Unless otherwise provided in the bid specifications, firm fixed prices shall be bid F.O.B Lawton at the indicated department's address and include packing, handling and shipping charges fully prepaid by the vendor. Bid prices shall be valid for a minimum of sixty (60) days from the date of bid opening.
24. **ACCEPTANCE OF PURCHASE ORDERS:** Bidder/vendor are to accept only those purchase orders issued by the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, prepared on Accounting Division Forms unless instructed otherwise in the invitation to bid or executed contract agreement.
25. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business MAY NOT be passed on to the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned, nor may the vendor withdraw or cancel the proposal, or any resulting agreement, or any part of the proposal or agreement for these reasons. Vendors may only cancel the contract, pursuant to the cancellation clause, if one is included as a part of the Invitation to Bid, and then only if the contractual obligation has been fulfilled by the bidder/vendor in accordance with the terms stated. Bids which reflect that the price of an item is based upon "market price" or is "subject to increase" based upon some event, or otherwise indicates that prices reflected are infirm or subject to change will be deemed non-conforming unless the bid specifications specifically provide for price escalation.
26. **SUMMARY OF TOTAL SALES:** The bidder/vendor agrees to furnish City of Lawton Purchasing Division a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as stipulated in the attached special conditions.
27. **PAYMENT:**

- a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, do the billing and invoicing and receive payment. If the bidder/vendor wishes to ship or service from a point other than the home office he will furnish a list of these locations. HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.
 - b. **REQUIREMENTS ONLY PURCHASES:** The proposed Contract shall be for the quantities actually ordered during the life of the contract only. UNLESS OTHERWISE SPECIFIED, ALL CONTACTS ARE REQUIREMTNS-TYPE CONTRACT, meaning that quantities indicated are only estimates of those actually needed, and actual quantities may be greater or less than those indicated. Billing shall be made in accordance with instructions by department or division issuing the purchase order, and only for quantities actually ordered and delivered. The City does not promise to purchase the quantity shown. The City reserves the right to purchase none of the product or more than shown.
 - c. **Taxes:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.
 - d. **Discounts:** Bidder/Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Bidder/Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.
 - e. All provisions of the Uniform Commercial Code shall be adhered to.
28. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract, by mutual agreement between the City and the bidder/vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.
29. **CONFLICT OF INTEREST:** The Invitation to Bid hereunder is subject to the provisions of City of Lawton Charter and City Code. All bidder/vendors must disclose with the bid the name of any officer, director or agent who is also an employee of the City of Lawton or any of its agencies or subdivisions. Further, all bidder/vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder/vendor's firm or any of its branches.
30. **PATENTS AND ROYALTIES:** The bidder/vendor, without exception, shall indemnify and save harmless the City of Lawton, its departments, boards, commissions, agencies, institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City of Lawton. If the bidder/vendor uses any design, device or

materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

31. **FACILITIES:** The City reserves the right to inspect the bidder/vendor's facilities at any time with reasonable prior notice.
32. **BANKRUPTCY:** If the bidder/vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the bidder/vendor, or if a receiver is appointed for the bidder/vendor, the City shall have the right to terminate this contract upon written notice to the bidder/vendor without prejudice to any claim for damages or any other right of the City under this contract at the time of such termination.
33. **ASSIGNMENT:** This contract shall not be assigned by the bidder/vendor without written consent of the City.
34. **INSURANCE:** If insurance is required in the specifications to this agreement, unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton, prior to the awarding of the contract:
 - a. **General Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by state law. In addition, the bidder/vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence. One hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton its department boards, commissions, agencies, institutions and all employees of the aforementioned. A current certificate showing that the bidder/vendor has in force and effect such insurance shall be maintained on file with the City Clerk of the City.
 - b. **Automobile Liability:** The bidder/vendor shall procure and maintain in full force and effect, for the term of the Contract, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the bidder/vendor shall have, during the term of the Contract, vehicle liability coverage as outlined in the attached specifications. If higher coverage is required by any regulatory entity with oversight of the bidder/vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned. A current certificate showing that the bidder/vendor has a policy shall be maintained on the file with the City Clerk of the City.
 - c. **Worker's Compensation:** The bidder/vendor shall procure and maintain in full force and effect for the period of the Contract, full workers' compensation insurance in accordance with the laws of the State of Oklahoma to protect himself and the City against liability under the workers' compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the bidder/vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be maintained on file with the City Clerk of the City.

35. **BONDS:** Neither Bidder's Bonds or Performance Bonds are required unless specifically set forth in the specifications attached hereto. If Bonds are required, the same shall be held under the following requirements and specifications unless otherwise indicated:
- a. Bidder's Bonds: If required as a part of the specifications on this contract, bids filed with the Municipal Clerk must be accompanied by a Bidder's Bond, certified check or cashier's check in the amount state made payable to the City of Lawton. This amount will be retained by the City as damages in the event successful bidder/vendor fails to comply with the terms of this agreement, but shall in no way act as a remedy or limitation on damages available to the City, which may pursue any and all other remedies available either in equity or at law. All Deposits and Bonds will be returned to the unsuccessful bidder/vendor's within a reasonable time after the contract has been awarded, and to the successful bidder/vendor upon full performance of the contract. Bonds or funds deposited do not accrue interest while held.
 - b. Performance Bonds: If a performance Bond is required under the specifications of this agreement, the successful bidder/vendor must, prior to the award of the contract, post the bond, certified check or cashiers ck in the amount stated made payable to the City of Lawton. The Bidder's bond posted will be returned to the successful bidder/vendor upon posting of the Performance Bond and completion of any additional requirements for execution of the contract by the bidder/vendor. The performance bond will be released or returned to the bidder/vendor, as appropriate, after satisfactory completion of the contract and the performance period as stated in the specifications attached or any amendments thereto.
36. **TIME OF ESSENCE:** Unless otherwise stated time shall be considered of the essence to this agreement.
- a. Bidder/vendor specifically agrees that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers, and pre-existing governmental regulations of the federal and state government or any subdivisions thereof, unless governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the bidder/vendor prior to submission of his bid and the City Council's acceptance thereof.
 - b. When time is not of the essence this contract shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the bidder/vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.
37. **DISCRIMINATION:** Bidder/vendor agrees, in connection with the performance of work under this contract, as follows:
- a. Bidder/Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or physical or mental impairment. The bidder/vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or physical or mental impairment. Such actions

shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth provisions of this section.

- b. The bidder/vendor agrees to include this non-discrimination clause in any subcontract connected with the performance under this contract.
 - c. In the event of the bidder/vendor's non-compliance with the above nondiscrimination clause, this contract may be terminated by the City. The bidder/vendor may be declared by the City ineligible for further contracts with the City until satisfactory proof of intent to comply is made by the bidder/vendor.
38. **DISTRIBUTION OF CONTRACT:** One (1) copy of the contract or award letter shall be furnished to each successful bidder/vendor as a result of this bid. It shall be the bidder/vendor's responsibility to reproduce and distribute copies of the contract to all distribution points listed in this bid whom will accept orders and complete deliveries. No additions, deletions or changes of any kind shall be made to this contract by the bidder/vendor.
39. **ADVERTISING:** In submitting a proposal, bidder/vendor agrees not to use the results therefrom as a part of any commercial advertising.
40. **TERMINATION FOR CONVENIENCE OF THE CITY:**
- a. The performance of work and/or delivery of ordered materials, supplies, equipment, and/or services under this contract may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.
 - b. Any such termination shall be effected by the delivery to the bidder/vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.
 - c. After receipt of a notice of termination, the bidder/vendor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.
41. **VENUE:** This contract shall be governed by the laws of the State of Oklahoma.
42. **OKLAHOMA STATE CONTRACT:** Some items which the City solicits bids for are on the Oklahoma State Contract. The City is eligible to purchase from the State Contract and will check the prices on the State Contract and may elect to purchase under that contract without termination of this agreement.
43. **INTEGRATED AGREEMENT:** This writing, with the attachments hereto, and any associated purchase orders constitute the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein. This agreement may not be modified except in writing signed by both parties.

44. **ENERGY SAVINGS:** Oklahoma is an energy conservation State and we welcome any comments on your bid that would indicate energy savings. Energy savings will be considered on all bids where specifications call for Life Cycle Cost Analysis.

Bid Number: RFPCL22-006

Bid Title: Electrical Instrumentation and Control Services for Public Utility Facilities

Vendor Name:

Bid Schedule

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1.	Technician, tools, and equipment (Reg. Time)	1	Hour	\$	\$
2.	Technician, tools, and equipment (Emergency, respond within 2 hours, 24/7)	1	Hour	\$	\$
3.	Mark-up over vendor invoice amount for parts/materials	1	Percent	\$	\$
TOTAL AMOUNT OF BID				\$	
Total Amount of Bid In Words			Dollars		

(must be completed and returned with the bid)

Please contact Heith Renschen for any questions in regards to the specifications at

(580) 581-3405 or heith.renschen@lawtonok.gov

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. Items to be delivered as agreed upon.
6. Product data for an "or Equal" request on any item should be submitted with the bid.
7. Amounts are to be shown in both words and figures. In case of any discrepancy, the amount shown in words will govern.
8. **DISCLAIMER:** Bidder understands that the City of Lawton reserves the right to accept or reject any or all bids.

Bid provided by:

Company Name	Representative	Date
Phone Number	Fax	



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2108

Agenda Date: 11/12/2024

Agenda No: 2.

ITEM TITLE:

Consider accepting the temporary construction easements and permanent utility easements from Soon Seop Hong for 776 NW 16th Street, from Crossroads Building Corporation for 1158 NW Cache Road, and from Johnny and Connie Kinder for 1152 NW Cache Road, for the Cache Road water main and sidewalk project # PU2107, authorizing the Mayor and City Clerk to execute the documents, and payment for the same.

INITIATOR: W. Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: W. Rusty Whisenhunt, Director of Public Utilities
Cindy Augustine, Real Property Coordinator

BACKGROUND: Temporary and permanent utility and access easements are required for the Cache Road water main and sidewalk project # PU2107. After negotiations with the property owners, the amount agreed upon for the easements at 776 NW 16th Street from Soon Seop Hong is \$14,517, the amount for 1158 NW Cache Road from Crossroads Building Corporation is \$9,000, and the amount for 1152 NW Cache Road from Johnny and Connie Kinder is \$12,000.

The rehabilitation of the water system provides for a safe community through safe drinking water and places the Citizens first, in accordance with the goals of the True North Culture Statement.

EXHIBIT: Easement Documents on file in City Clerk's Office

KEY ISSUES: N/A

FUNDING SOURCE: Acct # 7050000-54020 DWSRF loan funding

STAFF RECOMMENDED COUNCIL ACTION: Accept the temporary construction easements and permanent utility easements from Soon Seop Hong for 776 NW 16th Street, from Crossroads Building Corporation for 1158 NW Cache Road, and from Johnny and Connie Kinder for 1152 NW Cache Road, for the Cache Road water main and sidewalk project # PU2107, authorize the Mayor and City Clerk to execute the documents, and payment for the same.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2121

Agenda Date: 11/12/2024

Agenda No: 3.

ITEM TITLE:

Consider ratifying the action of the City Manager by accepting the Health Literacy grant of \$5,000.00 from the Oklahoma Department of Libraries for health literacy activities.

INITIATOR: Kristin E. Herr, Library Director

STAFF INFORMATION SOURCE: Kristin E. Herr, Library Director

BACKGROUND: In an effort to promote health literacy and community health, the library has once again been approved for health literacy funds. The library is planning on offering hula hoop workshops, group hikes, Zumba, etc.

EXHIBIT: Contract

KEY ISSUES: n/a

FUNDING SOURCE: Oklahoma Department of Libraries Health Literacy Grant

STAFF RECOMMENDED COUNCIL ACTION: Ratify the action of the City Manager by accepting the Health Literacy grant of \$5,000.00 from the Oklahoma Department of Libraries for health literacy activities.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2082

Agenda Date: 11/12/2024

Agenda No: 4.

ITEM TITLE:

Consider amending Council Policy 3-1 Sexual Harassment to further define what sexual harassment is, the various forms that it may take (verbal, non-verbal and physical), expanding on who shall be covered by the policy, procedures to make a complaint and adding a section dealing with city employees and their interactions with citizens or other non-employees and sexual harassment that may arise from those interactions.

INITIATOR: Craig Akard, Human Resources Director

STAFF INFORMATION SOURCE: Craig Akard, Human Resources Director

BACKGROUND: Sexual harassment is an ongoing issue within workplaces nationwide. There are various forms of sexual harassment and ever-changing definitions of what constitutes harassment. Council Policy 3-1 Sexual Harassment was last amended November 17, 1995. The changes would make the workplace safer by further enhancing the employees understanding of what sexual harassment is and how it can occur. There are also many employee/citizen interactions every day, whether inside a building or on a worksite and the possibility exists that a citizen may overhear an employee talking or making comments that could possibly be considered sexual harassment based on the content of the discussion, as well as non-verbal actions that could be taken. With the addition of the Interactions with Citizens section, employees should now be more considerate of our citizens while at work to make sure they do not make any comments or display actions that may be deemed to be sexually offensive. As we pursue excellence in our jobs and the work we do for our citizens, being more aware of citizens and the way they perceive our actions and comments shows that we are striving to provide world-class service and that we are doing everything we can for the citizens.

EXHIBIT: 1. Council Policy 3-1 Sexual Harassment with tracked changes; 2. Council Policy 3-1 Sexual Harassment clean copy.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the amendments to Council Policy 3-1 and authorize the Mayor and City Clerk to execute the policy.

Council Policy 3-1 Sexual Harassment

SUBJECT: Sexual Harassment

PURPOSE: The City of Lawton is committed to providing a safe environment for all its employees, free from discrimination on any ground and from harassment at work including sexual harassment. The City of Lawton will operate a zero tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment.

BACKGROUND: The Mayor/City Council and the City Manager have a long-standing policy against sexual harassment. Supreme Court decisions and EEOC Guidelines have made it clear that Employers should establish written policies and procedures concerning this subject.

POLICY/ PROCEDURES: Sexual Harassment is Absolutely Prohibited

The sexual harassment of any employee of the City of Lawton by any other employee or City official is demeaning to both the victim of the harassment and to the city. It can result in high turnover, absenteeism, low morale, and uncomfortable work environment. Some forms of sexual harassment, including certain kinds of unwelcome physical contact, may also be criminal offenses. The city will not tolerate the sexual harassment of any of its employees, and will take immediate, positive steps to stop it when it occurs.

A. Sexual Harassment is Illegal and Expensive

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and may constitute a violation of the victim's constitutional rights. In Oklahoma it has been held to be a violation of state statutory and common law. Successful sexual harassment suits can result in large money judgments and possibly attorney's fees being awarded the victim. Even in sexual harassment suits in which municipalities are successful, the costs of defense are extremely high.

B. What is Sexual Harassment

Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as the basis for employment decisions, or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment. When submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, it is called "hostile work environment" sexual harassment. "Quid pro quo harassment" occurs when submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, lewd sexual language and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature and unwelcome.
- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering;

staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.

- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. The City of Lawton recognizes that sexual harassment can include conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women. The City of Lawton also recognizes that sexual harassment is a manifestation of power relationships and often occur within unequal relationships in the workplace, for example, between manager or supervisor and employee.

Anyone, including employees of the City of Lawton, clients, customers, casual workers, contractors or visitors who sexually harasses another will be disciplined in accordance with applicable city code(s) or state statutes.

C. Coverage and Distribution of Policy

This sexual harassment policy applies to all officials, employees, and other persons doing business on behalf of or with the City of Lawton. It is designed to address sexual harassment of employees by other employees or officials, whether occurring within or outside the workplace as long as the conduct is made a term or condition of employment.

This policy will be distributed to all officials and employees of the City. Every new employee will be required to acknowledge his or her receipt of this policy. A copy of that acknowledgment shall be kept on permanent file in the Personnel Department. Department heads and supervisors shall also be responsible for insuring that all employees under their direction are familiar with this policy.

D. Making Sexual Harassment Complaints

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. The City of Lawton recognizes that sexual harassment may occur in unequal relationships (i.e. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

Any employee who feels he or she is being subjected to sexual harassment should immediately contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- The employee's immediate supervisor.
- The employee's department head.
- The City's Human Resources Director.
- The City Manager.
- The City Attorney or Deputy/Assistant City Attorneys.
- The Mayor (only in case of a complaint against a Council Member, other City officials or employees hired by the Council).

Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of sexual harassment.

Regardless of to which of the above persons the employee makes a complaint of sexual harassment, the employee should be prepared to provide the following information:

- Employees name, department and position title.
- The name of the person or persons committing the sexual harassment, including their title/s, if known.
- The specific nature of the sexual harassment, how long it has gone on, where it has occurred, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against you as a result of the harassment, or any other threats made against you in connection with the harassment.
- Witnesses to the harassment.
- Whether you have previously reported such harassment and, if so, when, and to whom.

E. Reporting and Investigation of Sexual Harassment Complaints Against an Employee Hired by the City Manager

The City Manager is the person designated by the City to be the investigator of complaints of sexual harassment against his or her subordinate employees. The City Manager may delegate the investigation to another City employee at his or her discretion.

When an allegation of sexual harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the City Manager.

Upon receiving the report of the complaint, the City Manager or assigned investigator shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements.

Unwillingness to sign a written statement shall be noted by the investigator in the report.

Based upon the report the City Manager shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of sexual harassment has been made constitutes sexual harassment. In making that determination, the City Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of sexual harassment. The determination of whether sexual harassment occurred will be made on a case-by-case basis.

If the City Manager determines that the complaint of sexual harassment is founded, he shall take immediate steps to impose appropriate disciplinary action against the employee guilty of sexual harassment, consistent with his or her authority under the municipal charter, ordinances, rules or regulations pertaining to employee discipline.

The disciplinary action shall be consistent with the nature and severity of the conduct, the rank of the employee, and any other factors the City Manager believes relate to fair and efficient administration of the

City, including, but not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, suspension, dismissal, warning or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of disciplinary action taken shall be kept, including verbal warnings or reprimands.

In all events, an employee against whom a complaint of sexual harassment has been made shall be warned not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment. If necessary to prevent retaliation or the appearance thereof, the City Manager may temporarily reassign an employee against whom a complaint has been made pending the completion of the investigation and resolution of the complaint.

F. Reporting and Investigation of Sexual Harassment Complaints Against the Mayor, Council Members, Appointed City Officials, or Employees Hired by the Council

The Mayor is the person designated by the City to be the investigator of complaints of sexual harassment against council members, appointed city officials, or employees hired by the Council. In the event of a complaint against the Mayor, the Mayor Pro Tem is the person so designated. The Mayor may retain, at his or her discretion, an investigator who is not an official or employee of the City to conduct the investigation. The Mayor is hereby authorized to enter into a contract to retain the services of an investigator without the advance approval of the Council. The existence of a contract shall remain confidential to the extent necessary to preserve the integrity and confidentiality of the investigation.

When an allegation of sexual harassment is made by an employee, a report of the complaint shall immediately be prepared as required for a complaint against an employee hired by the City Manager. The report shall include the same or similar information and be submitted to the Mayor.

Upon receiving the report of the complaint, the Mayor or retained investigator shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements. Unwillingness to sign a written statement shall be noted by the investigator in the report.

The determination of whether the conduct of an elected or appointed official or employee hired by the Council constitutes sexual harassment will be made on a case-by-case basis, taking into consideration the totality of the circumstances as described for determinations made in the case of employees hired by the City Manager.

1. Resolution of Complaints Against Employees Hired by the Council

Upon completion of a report on the investigation of a complaint of sexual harassment against an employee hired by the Council, the Mayor shall review the report as necessary and

determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. If the Council determines that sexual harassment has occurred, it will take appropriate action against its employee consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the council, and the contract between the Council and employee.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential setting.

A written record of any action taken against the employee of the Council shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an employee of the Council against whom a complaint of sexual harassment has been made shall be warned not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment. If necessary to prevent retaliation or the appearance thereof, the Mayor will request the Council suspend the employee, who may be suspended with pay pending the completion of the investigation and resolution of the complaint.

2. Resolution of Complaints Against the Mayor or Council Members

Upon completion of a report on the investigation of a complaint of sexual harassment against the Mayor or a council member, the Mayor (or Mayor Pro Tem in the event of a complaint against the Mayor) shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council, including rules governing discipline of its own membership.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of sexual harassment has been made shall be requested not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint

of sexual harassment.

3. Resolution of Complaints Against Appointed Officials

Upon completion of a report on the investigation of a complaint of sexual harassment against an appointed official, the Mayor will direct that the report be submitted to the City Attorney for review and presentation by the City Attorney to the Council in executive session. In the event the Office of the City Attorney provides legal representation to a City entity that would create a conflict of interest if the City Attorney were to advise the Council on a complaint against a particular appointed official, an independent attorney approved by the Council will be retained to review and present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council.

A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of sexual harassment has been made shall be requested not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment.

G. Sexual Harassment Committed by Persons Who are not City Employees or Officials

In cases of sexual harassment committed by persons who are not City employees or officials against a City employee in the workplace, the City Manager or, if necessary, the Mayor shall take all lawful steps to insure that the sexual harassment is brought to an immediate end.

H. Obligation of Employees

Employees are not only encouraged to report instances of sexual harassment, they are obligated to report instances of sexual harassment. Sexual harassment exposes the City to liability, and a part of each employee's job is to reduce the City's exposure to liability.

Employees are obligated to cooperate in every investigation of sexual harassment, including, but not necessarily limited to, coming forward with evidence, both favorable and unfavorable, to a person accused of sexual harassment, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation of sexual harassment.

Employees are also obligated to refrain from filing bad faith complaints of sexual harassment.

Disciplinary action may also be taken against any employee who fails to report instances of sexual harassment, or who fails or refuses to cooperate in the investigation of a complaint of sexual harassment, or who files a complaint of sexual harassment in bad faith.

I. Interactions with Citizens

While sexual harassment deals with employment issues relating to employment, actions taken by employees may be viewed and speech may be overheard or witnessed by non-employees or citizens. Any

employee that takes any action, either verbal, non-verbal or physical, that is listed under Section B of this policy, in front of any non-employee and that person subsequently files a complaint with the city, an investigation shall be performed. Should the findings of the investigation justify, disciplinary action may be taken against the employee.

J. Confidentiality and Open Records

To the extent permitted by law, including the Oklahoma Open Records Act, complaints of sexual harassment, reports of investigation on such complaints and any action taken thereon shall remain confidential. The City will do everything within the bounds of the law to protect this information. It must be understood, however, that some or all of the information may eventually have to be disclosed depending on the action taken on the complaint and any appeal of that action to an administrative tribunal or Court.

REFERENCES: None.

EFFECTIVE DATE/ RESCISSION: This policy originally became effective February 14, 1989 as Council Policy No. 50 and was updated and renumbered as Council Policy 3-1 on November 17, 1995. This revision supersedes previous versions of the Council Policy on Sexual Harassment and shall go into effect as of the effective date below.

RESPONSIBLE DEPARTMENT: Human Resources

Approved as to form and legality this ____ day of _____, 2024.

John Andrew, City Attorney

Stanley Booker, Mayor

Effective this ____ day of _____, 2024.

Council Policy 3-1 Sexual Harassment

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SUBJECT: Sexual Harassment

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PURPOSE: ~~To put forth in writing the Mayor/City Council and the City Manager's long standing position on sexual harassment.~~ The City of Lawton is committed to providing a safe environment for all its employees, free from discrimination on any ground and from harassment at work including sexual harassment. The City of Lawton will operate a zero tolerance policy for any form of sexual harassment in the workplace, treat all incidents seriously and promptly investigate all allegations of sexual harassment.

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BACKGROUND: The Mayor/City Council and the City Manager have a long-standing policy against sexual harassment. Supreme Court decisions and EEOC Guidelines have made it clear that Employers should establish written policies and procedures concerning this subject.

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POLICY/ PROCEDURES: Sexual Harassment is Absolutely Prohibited

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The sexual harassment of any employee of the City of Lawton by any other employee or City official is demeaning to both the victim of the harassment and to the City. It can result in high turnover, absenteeism, low morale, and uncomfortable work environment. Some forms of sexual harassment, including certain kinds of unwelcome physical contact, may also be criminal offenses. The City will not tolerate the sexual harassment of any of its employees, and will take immediate, positive steps to stop it when it occurs.

A. Sexual Harassment is Illegal and Expensive

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Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and may constitute a violation of the victim's constitutional rights. In Oklahoma it has been held to be a violation of state statutory and common law. Successful sexual harassment suits can result in large money judgments and possibly attorneys' fees being awarded the victim. Even in sexual harassment suits in which municipalities are successful, the costs of defense are extremely high.

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B. What is Sexual Harassment

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Sexual Harassment is defined as ~~unwelcome sexual conduct—advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when submission to or rejection of such conduct is used as the basis for employment decisions, or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment. that is a term or condition of employment. Unwelcome sexual conduct constitutes sexual harassment w~~When submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, ~~it is called. This is called~~ "hostile work environment" sexual harassment. "Quid pro quo harassment" occurs when submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.

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Sexual harassment may take different forms. The following examples of sexual harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal sexual harassment includes innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, lewd remarks, lewd sexual language and threats; requests for any type of sexual favor (this includes repeated, unwelcome requests for dates); and verbal abuse or "kidding" that is oriented toward a prohibitive form of harassment, including that which is sexual in nature

and unwelcome.

- Nonverbal sexual harassment includes the distribution, display or discussion of any written or graphic material, including calendars, posters and cartoons that are sexually suggestive or show hostility toward an individual or group because of sex; suggestive or insulting sounds; leering; staring; whistling; obscene gestures; content in letters, notes, facsimiles, e-mails, photos, text messages, tweets and Internet postings; or other forms of communication that are sexual in nature and offensive.
- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing, fondling, and forced sexual intercourse or assault.

Anyone can be a victim of sexual harassment, regardless of their sex and of the sex of the harasser. The definition of City of Lawton recognizes that sexual harassment can include conduct directed by men toward women, conduct directed by men toward men, conduct directed by women toward men, and conduct directed by women toward women. The City of Lawton also recognizes that sexual harassment is a manifestation of power relationships and often occur within unequal relationships in the workplace, for example, between manager or supervisor and employee.

Anyone, including employees of the City of Lawton, clients, customers, casual workers, contractors or visitors who sexually harasses another will be disciplined in accordance with applicable city code(s) or state statutes.

C. Coverage and Distribution of Policy

This sexual harassment policy applies to all officials, ~~and~~ employees, and other persons doing business on behalf of or with the City of Lawton. It is designed to address sexual harassment of employees by other employees or officials, whether occurring within or outside the workplace as long as the conduct is made a term or condition of employment.

This policy will be distributed to all officials and employees of the City. Every new employee will be required to acknowledge his or her receipt of this policy. A copy of that acknowledgment shall be kept on permanent file in the Personnel Department. Department heads and supervisors shall also be responsible for insuring that all employees under their direction are familiar with this policy.

D. Making Sexual Harassment Complaints

Anyone who is subject to sexual harassment should, if possible, inform the alleged harasser that the conduct is unwanted and unwelcome. The City of Lawton recognizes that sexual harassment may occur in unequal relationships (i.e. between a supervisor and his/her employee) and that it may not be possible for the victim to inform the alleged harasser.

Any employee who feels he or she is being subjected to sexual harassment should immediately contact one of the persons below with whom the employee feels the most comfortable. Complaints may be made orally or in writing to:

- The employee's immediate supervisor.
- The employee's department head.

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- The City's Human Resources Director.
- The City Manager.
- The City Attorney or Deputy/Assistant City Attorneys.
- The Mayor (only in case of a complaint against a Council Member, other City officials or employees hired by the Council).

Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of sexual harassment.

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Regardless of to which of the above persons the employee makes a complaint of sexual harassment, the employee should be prepared to provide the following information:

- Employees name, department and position title.
- The name of the person or persons committing the sexual harassment, including their title/s, if known.
- The specific nature of the sexual harassment, how long it has gone on, where it has occurred, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against you as a result of the harassment, or any other threats made against you in connection with the harassment.
- Witnesses to the harassment.
- Whether you have previously reported such harassment and, if so, when, and to whom.

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E. Reporting and Investigation of Sexual Harassment Complaints Against an Employee Hired by the City Manager

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The City Manager is the person designated by the City to be the investigator of complaints of sexual harassment against his or her subordinate employees. The City Manager may delegate the investigation to another City employee at his or her discretion.

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When an allegation of sexual harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the City Manager.

Upon receiving the report of the complaint, the City Manager or assigned investigator shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements.

Unwillingness to sign a written statement shall be noted by the investigator in the report.

Based upon the report the City Manager shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of sexual harassment has been made constitutes sexual harassment. In making that determination, the City Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of sexual harassment. The determination of whether sexual harassment occurred will be made on a case-by-case basis.

If the City Manager determines that the complaint of sexual harassment is founded, he shall take

immediate steps to impose appropriate disciplinary action against the employee guilty of sexual harassment, consistent with his or her authority under the municipal charter, ordinances, rules or regulations pertaining to employee discipline.

The disciplinary action shall be consistent with the nature and severity of the conduct, the rank of the employee, and any other factors the City Manager believes relate to fair and efficient administration of the City, including, but not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, suspension, dismissal, warning or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

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A written record of disciplinary action taken shall be kept, including verbal warnings or reprimands.

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In all events, an employee against whom a complaint of sexual harassment has been made shall be warned not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment. If necessary to prevent retaliation or the appearance thereof, the City Manager may temporarily reassign an employee against whom a complaint has been made pending the completion of the investigation and resolution of the complaint.

F. Reporting and Investigation of Sexual Harassment Complaints Against the Mayor, Council Members, Appointed City Officials, or Employees Hired by the Council

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The Mayor is the person designated by the City to be the investigator of complaints of sexual harassment against council members, appointed city officials, or employees hired by the Council. In the event of a complaint against the Mayor, the Mayor Pro Tem is the person so designated. The Mayor may retain, at his or her discretion, an investigator who is not an official or employee of the City to conduct the investigation. The Mayor is hereby authorized to enter into a contract to retain the services of an investigator without the advance approval of the Council. The existence of a contract shall remain confidential to the extent necessary to preserve the integrity and confidentiality of the investigation.

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When an allegation of sexual harassment is made by an employee, a report of the complaint shall immediately be prepared as required for a complaint against an employee hired by the City Manager. The report shall include the same or similar information and be submitted to the Mayor.

Upon receiving the report of the complaint, the Mayor or retained investigator shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of sexual harassment, witnesses interviewed during the investigation, the person against whom the complaint of sexual harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements.

Unwillingness to sign a written statement shall be noted by the investigator in the report.

The determination of whether the conduct of an elected or appointed official or employee hired by the Council constitutes sexual harassment will be made on a case-by-case basis, taking into consideration the totality of the circumstances as described for determinations made in the case of employees hired by the City Manager.

1. Resolution of Complaints Against Employees Hired by the Council

Upon completion of a report on the investigation of a complaint of sexual harassment against an employee hired by the Council, the Mayor shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. If the Council determines that sexual harassment has occurred, it will take appropriate action against its employee consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the council, and the contract between the Council and employee.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential setting.

A written record of any action taken against the employee of the Council shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an employee of the Council against whom a complaint of sexual harassment has been made shall be warned not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment. If necessary to prevent retaliation or the appearance thereof, the Mayor will request the Council suspend the employee, who may be suspended with pay pending the completion of the investigation and resolution of the complaint.

2. Resolution of Complaints Against the Mayor or Council Members

Upon completion of a report on the investigation of a complaint of sexual harassment against the Mayor or a council member, the Mayor (or Mayor Pro Tem in the event of a complaint against the Mayor) shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council, including rules governing discipline of its own membership.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential

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A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of sexual harassment has been made shall be requested not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment.

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3. Resolution of Complaints Against Appointed Officials

Upon completion of a report on the investigation of a complaint of sexual harassment against an appointed official, the Mayor will direct that the report be submitted to the City Attorney for review and presentation by the City Attorney to the Council in executive session. In the event the Office of the City Attorney provides legal representation to a City entity that would create a conflict of interest if the City Attorney were to advise the Council on a complaint against a particular appointed official, an independent attorney approved by the Council will be retained to review and present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council.

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A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of sexual harassment has been made shall be requested not to retaliate in any way against the person making the complaint of sexual harassment, witnesses or any other person connected with the investigation of the complaint of sexual harassment.

G. Sexual Harassment Committed by Persons Who are not City Employees or Officials

In cases of sexual harassment committed by persons who are not City employees or officials against a City employee in the work-place, the City Manager or, if necessary, the Mayor shall take all lawful steps to insure that the sexual harassment is brought to an immediate end.

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H. Obligation of Employees

Employees are not only encouraged to report instances of sexual harassment, they are obligated to report instances of sexual harassment. Sexual harassment exposes the City to liability, and a part of each employee's job is to reduce the City's exposure to liability.

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Employees are obligated to cooperate in every investigation of sexual harassment, including, but not necessarily limited to, coming forward with evidence, both favorable and unfavorable, to a person accused of sexual harassment, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation of sexual harassment.

Employees are also obligated to refrain from filing bad faith complaints of sexual harassment.

Disciplinary action may also be taken against any employee who fails to report instances of sexual harassment, or who fails or refuses to cooperate in the investigation of a complaint of sexual harassment, or who files a complaint of sexual harassment in bad faith.

I. Interactions with Citizens

While sexual harassment deals with employment issues relating to employment, actions taken by employees may be viewed and speech may be overheard or witnessed by non-employees or citizens. Any employee that takes any action, either verbal, non-verbal or physical, that is listed under Section B of this policy, in front of any non-employee and that person subsequently files a complaint with the city, an investigation shall be performed. Should the findings of the investigation justify, disciplinary action may be taken against the employee.

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J. Confidentiality and Open Records

To the extent permitted by law, including the Oklahoma Open Records Act, complaints of sexual harassment, reports of investigation on such complaints and any action taken thereon shall remain confidential. The City will do everything within the bounds of the law to protect this information. It must be understood, however, that some or all of the information may eventually have to be disclosed depending on the action taken on the complaint and any appeal of that action to an administrative tribunal or Court.

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REFERENCES: None.

EFFECTIVE DATE/ RESCISSION: This policy originally became effective February 14, 1989 as Council Policy No. 50. This version adds and clarifies procedures in the policy and was updated and renumbered as Council Policy 3-1 on November 17, 1995. This revision supercedes previous versions of the Council Policy on Sexual Harassment and shall go into effect as of the effective date below.

RESPONSIBLE DEPARTMENT: Human Resources

Approved as to form and legality this _____ day of _____, 2024.

John Andrew, City Attorney

CECIL E. POWELL Stanley Booker
MAYOR Mayor

Effective this _____ day of _____, 2024.

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City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2092

Agenda Date: 11/12/2024

Agenda No: 5.

ITEM TITLE:

Consider amending Council Policy 3-3 Harassment to further define what harassment is, adding what harassing conduct is and adding bullying to the definition; adding new protected classes; adding new persons covered by the policy and adding an Interactions with Citizens section.

INITIATOR: Craig Akard, Human Resources Director

STAFF INFORMATION SOURCE: Craig Akard, Human Resources Director

BACKGROUND: Harassment is an ongoing issue within workplaces nationwide and it takes many forms. Occasionally, there are new classes of people that are specified by the federal government as being protected classes. Although this policy was last updated in October 2023, there have been some significant changes in the protected classes, as well as bullying happening in the workplace. The changes should make employees feel safer in the workplace as they will have a clearer understanding of what harassment is and what to do if they feel they are the victim of harassment. There are also many employee/citizen interactions every day, whether inside a building or on a worksite and the possibility exists that an negative encounter may occur. With the addition of the Interactions with Citizens section, employees should now be more considerate of our citizens while at work to make sure they do not make our citizens feel uncomfortable while the employees are working. As we pursue excellence in our jobs and the work we do for our citizens, being more aware of citizens and the way they perceive our actions and comments shows that we are striving to provide world-class service and that we are doing everything we can for the citizens.

EXHIBIT: 1. Council Policy 3-3 Harassment with tracked changes; 2. Council Policy 3-3 Harassment clean copy.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the amendments to Council Policy 3-3 and authorize the Mayor and City Clerk to execute the policy.

COUNCIL POLICY 3-3

SUBJECT: Harassment Policy

PURPOSE: To put forth in writing the Mayor/City Council and the City Manager's long-standing position on all types of harassment.

BACKGROUND: The Mayor/City Council and the City Manager have a long-standing policy against harassment. Supreme Court decisions and EEOC Guidelines have made it clear that Employers should establish written policies and procedures concerning the subject.

SCOPE: This policy shall apply to all City of Lawton Elected Officials and Employees.

DEFINITIONS: Terms used in this policy are defined as follows:

- **Harassment:** The unwelcomed conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, or genetic information (including family medical history).
- **Bullying:** A persistent pattern of mistreatment from others in the workplace that causes either physical or emotional harm. Bullying may include verbal, nonverbal, psychological and physical abuse.
- **Harassing Conduct:** Unwelcomed conduct, verbal or physical, including intimidation, ridicule, insult, comments, or physical conduct, that is based on an individual's protected status, as listed under Harassment, or protected activities when the behavior can reasonably be considered to adversely affect the work environment, or an employment decision affecting the employee is based upon the employee's acceptance or rejection of such conduct.

POLICY/PROCEDURES:

Harassment Policy

- A. All employees have a duty to report prohibited harassment whether they feel they are a victim of harassment or they believe they have observed harassment. It is the policy of the City of Lawton to maintain a working environment for employees free from harassment because of an employee's color, religious belief, sex, age, race, national origin, disability, sexual orientation, pregnancy, gender identity, genetic information or other prohibited criteria. Harassment in any form or manner is expressly prohibited. All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. If

harassment in violation of this policy has occurred, this city will take appropriate corrective action, including discipline or discharge of the offending employee. Further discussion of action for violation of this policy is contained later in this policy. Sexual Harassment is dealt with in City Council Policy 3-1.

B. Harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment, or
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

C. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets, or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

D. Bullying is a form of harassment, however, this may occur when the action, or conduct, is not based on a protected status.

1. All employees have the same duty to report bullying as harassment.
2. Bullying will be investigated in the same manner as harassment

Coverage and Distribution of Policy

This harassment policy applies to all officials, employees, clients, customers, casual workers, contractors or visitors of the City of Lawton. It is designed to address harassment of employees by other employees, officials, or other persons doing business with or on the property or work location of the City of Lawton, whether occurring within or outside the workplace.

This policy will be distributed to all officials and employees of the City. Every new employee will be required to acknowledge his or her receipt of this policy. A copy of that acknowledgement shall be kept on permanent file in the Human Resources Department. Department heads and supervisors shall also be responsible for insuring that all employees under their current direction are familiar with this policy.

Making Harassment Complaints

A. Any employee who feels he or she is being subjected to harassment of any type should immediately contact one of the persons below with whom the employee feels the most comfortable. While written is preferred, Complaints may be made orally or in writing to:

1. The employee's immediate supervisor
2. Any supervisor the employee feels comfortable reporting the complaint to
3. The employee's department head
4. The City's Human Resources Department
5. The City Manager
6. The City Attorney or Deputy/Assistant City Attorneys

7. The Mayor (only in the case of a complaint against a Council Member, other City officials or employees hired by the Council).
- B. Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of harassment.
- C. Regardless of to which of the above persons the employee makes a complaint of harassment, the employee shall be prepared to provide the following information if known:
1. Employees name, department and position title
 2. The name of the person or persons committing the harassment, including their title/s, if known.
 3. The specific nature of the harassment, how long it has gone on, where it has occurred, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against you as a result of the harassment, or any other threats made against you in connection with the harassment.
 4. Witnesses to the harassment.
 5. Whether you have previously reported such harassment and, if so, and to whom.

Reporting and Investigation of Harassment Complaints Against an Employee Hired by the City Manager

The City Manager is the person designated by the City to be the investigator of complaints of harassment against his or her subordinate employees. The City Manager may delegate the investigation to another City employee at his or her discretion.

When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the City Manager.

Upon receiving the report of the complaint, the City Manager or assigned investigator shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted.

Based upon the report the City Manager shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of harassment has been made constitutes harassment. In making that determination, the City Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of harassment. The determination of whether harassment occurred will be made on a case-by-case basis.

If the City Manager determines that the complaint of harassment is founded, he shall take immediate steps to impose appropriate disciplinary action against the employee guilty of harassment, consistent with his or her authority under the municipal charter, ordinances, rules or regulations pertaining to employee discipline.

The disciplinary action shall be consistent with the nature and severity of the conduct, the rank of the employee, and any other factors the City Manager believes relate to fair and efficient administration of the City, including, but not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, suspension, termination, warning or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of disciplinary action taken shall be kept, including verbal warnings or reprimands.

In all events, an employee against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment. If necessary to prevent retaliation or the appearance thereof, the City Manager may temporarily reassign an employee against whom a complaint has been made pending the completion of the investigation and resolution of the complaint.

Reporting and Investigation of Harassment Complaints Against the Mayor, Council Members, Appointed City Officials, or Employees Hired by the Council

The Mayor is the person designated by the City to be the investigator of complaints of harassment against council members, appointed city officials, or employees hired by the Council. In the event of a complaint against the Mayor, the Mayor Pro Tem is the person so designated. The Mayor may retain, at his or her discretion, an investigator who is not an official or employee of the City to conduct the investigation. The Mayor is hereby authorized to enter into a contract to retain the services of an investigator without the advance approval of the Council. The existence of a contract shall remain confidential to the extent necessary to preserve the integrity and confidentiality of the investigation.

When an allegation of harassment is made by an employee, a report of the complaint shall immediately be prepared, as required, for a complaint against an employee hired by the City Manager. The report shall include the same or similar information and be submitted to the Mayor.

Upon receiving the report of the complaint, the Mayor, or retained investigator, shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator

in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements. Unwillingness to sign a written statement shall be noted by the investigator in the report.

The determination of whether the conduct of an elected or appointed official or employee hired by the Council constitutes harassment will be made on a case-by-case basis, taking into consideration the totality of the circumstances as described for determinations made in the case of employees hired by the City Manager.

Resolution of Complaints Against Employees Hired by the Council

Upon completion of a report on the investigation of a complaint of harassment against an employee hired by the Council, the Mayor shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. If the Council determines that harassment has occurred, it will take appropriate action against its employee consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the council, and the contract between the Council and employee.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential setting.

A written record of any action taken against the employee of the Council shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an employee of the Council against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment. If necessary to prevent retaliation or the appearance thereof, the Mayor will request the Council suspend the employee, who may be suspended with pay pending the completion of the investigation and resolution of the complaint.

Resolution of Complaints Against the Mayor or Council Members

Upon completion of a report on the investigation of a complaint of harassment against the Mayor or a council member, the Mayor (or Mayor Pro Tem in the event of a complaint against the Mayor) shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council, including rules governing discipline of its own membership.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential setting.

A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment.

Resolution of Complaints Against Appointed Officials

Upon completion of a report on the investigation of a complaint of harassment against an appointed official, the Mayor will direct that the report be submitted to the City Attorney for review and presentation by the City Attorney to the Council in executive session. In the event the Office of the City Attorney provides legal representation to a City entity that would create a conflict of interest if the City Attorney were to advise the Council on a complaint against a particular appointed official, an independent attorney approved by the Council will be retained to review and present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council.

A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment.

Harassment Committed by Persons Who are not City Employees or Officials

In cases of harassment committed by persons who are not City employees or officials against a City employee in the workplace, the City Manager or, if necessary, the Mayor shall take all lawful steps to insure that the harassment is brought to an immediate end.

Obligation of Employees

Employees are not only encouraged to report instances of harassment; they are obligated to report instances of harassment. Harassment exposes the City to liability, and a part of each employee's job is to reduce the City's exposure to liability.

Employees are obligated to cooperate in every investigation of harassment, including, but not necessarily limited to, coming forward with evidence, both favorable and unfavorable, to a person accused of harassment, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation of harassment.

Employees are also obligated to refrain from filing bad faith complaints of harassment.

Disciplinary action may also be taken against any employee who fails to report instances of harassment, or who fails or refuses to cooperate in the investigation of a complaint of harassment, or who files a complaint of harassment in bad faith.

Interactions with Citizens

This policy shall also cover any interaction at a work site between city employees and non-employees or citizens. Any employee that either verbally or non-verbally harasses a citizen or non-employee at any work site, while on city property, or in the performance of their official duties, shall be subject to disciplinary action should a complaint be filed and the employee is found to have violated this policy.

Should any employee feel that they are being harassed by any non-employee or citizen while they are attempting to do their job, the employee is to notify their supervisor immediately and the supervisor will make a report of the incident.

Confidentiality and Open Records

To the extent permitted by law, including the Oklahoma Open Records Act, complaints of harassment, reports of investigation on such complaints and any action taken thereon shall

remain confidential. The City will do everything within the bounds of the law to protect this information. It must be understood, however, that some or all of the information may eventually have to be disclosed depending on the action taken on the complaint and any appeal of that action to an administrative tribunal or Court.

REFERENCES: None.

EFFECTIVE DATE: October 1, 2023

RESCISSION: This policy rescinds Council Harassment Policy 3-3 is dated September 13, 2005, and will remain in effect until rescinded.

RESPONSIBLE DEPARTMENT: Human Resources.

Approved as to form and legality this ____ day of _____, 2024.

John Andrew, City Attorney

Stanley Booker
MAYOR

Dated this _____ day of _____, 2024.

COUNCIL POLICY 3-3

SUBJECT: Harassment Policy

PURPOSE: To put forth in writing the Mayor/City Council and the City Manager's long-standing position on all types of harassment.

BACKGROUND: The Mayor/City Council and the City Manager have a long-standing policy against harassment. Supreme Court decisions and EEOC Guidelines have made it clear that Employers should establish written policies and procedures concerning the subject.

SCOPE: This policy shall apply to all City of Lawton Elected Officials and Employees.

DEFINITIONS: Terms used in this policy are defined as follows:

- **Harassment:** The unwelcomed conduct that is based on race, color, religion, sex (including sexual orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, or genetic information (including family medical history).
- **Bullying:** A persistent pattern of mistreatment from others in the workplace that causes either physical or emotional harm. Bullying may include verbal, nonverbal, psychological and physical abuse.
- **Harassing Conduct:** Unwelcomed conduct, verbal or physical, including intimidation, ridicule, insult, comments, or physical conduct, that is based on an individual's protected status, as listed under Harassment, or protected activities when the behavior can reasonably be considered to adversely affect the work environment, or an employment decision affecting the employee is based upon the employee's acceptance or rejection of such conduct.

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POLICY/PROCEDURES:

Harassment Policy

- A. All employees have a duty to report prohibited harassment whether they feel they are a victim of harassment or they believe they have observed harassment. It is the policy of the City of Lawton to maintain a working environment for employees free from harassment because of an employee's color, religious belief, sex, age, race, national origin, disability, sexual orientation, pregnancy, gender identity, genetic information or other prohibited

criteria. ~~This type of h~~Harassment in any form or manner is expressly prohibited. All reported or suspected occurrences of harassment will be promptly and thoroughly investigated. If harassment in violation of this policy has occurred, this city will take appropriate corrective action, including discipline or discharge of the offending employee. Further discussion of action for violation of this policy is contained later in this policy. Sexual Harassment is dealt with in City Council Policy 3-1.

B. Harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment, or
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

C. Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets, or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

D. Bullying is a form of harassment, however, this may occur when the action, or conduct, is not based on a protected status.

1. All employees have the same duty to report bullying as harassment.
2. Bullying will be investigated in the same manner as harassment.

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Coverage and Distribution of Policy

This harassment policy applies to all officials, ~~and~~ employees, clients, customers, casual workers, contractors or visitors of the City of Lawton. It is designed to address harassment of employees by other employees, ~~or~~ officials, or other persons doing business with or on the property or work location of the City of Lawton, whether occurring within or outside the workplace ~~as long as the conduct is made a term or condition of employment.~~

This policy will be distributed to all officials and employees of the City. Every new employee will be required to acknowledge his or her receipt of this policy. A copy of that acknowledgement shall be kept on permanent file in the Human Resources Department. Department heads and supervisors shall also be responsible for insuring that all employees under their current direction are familiar with this policy.

Making Harassment Complaints

- A. Any employee who feels he or she is being subjected to harassment of any type should immediately contact one of the persons below with whom the employee feels the most comfortable. While written is preferred, Complaints may be made orally or in writing to:
- The employee's immediate supervisor
 - Any supervisor the employee feels comfortable reporting the complaint to**
 - The employee's department head

4. The City's Human Resources ~~Director~~ Department
 5. The City Manager
 6. The City Attorney or Deputy/Assistant City Attorneys
 7. The Mayor (only in the case of a complaint against a Council Member, other City officials or employees hired by the Council).
- B. Employees have the right to circumvent the employee chain of command in selecting which person to whom to make a complaint of harassment.
- C. Regardless of to which of the above persons the employee makes a complaint of harassment, the employee ~~should~~ shall be prepared to provide the following information if known:
1. Employees name, department and position title
 2. The name of the person or persons committing the harassment, including their title/s, if known.
 3. The specific nature of the harassment, how long it has gone on, where it has occurred, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against you as a result of the harassment, or any other threats made against you in connection with the harassment.
 4. Witnesses to the harassment.
 5. Whether you have previously reported such harassment and, if so, and to whom.

Reporting and Investigation of Harassment Complaints Against an Employee Hired by the City Manager

The City Manager is the person designated by the City to be the investigator of complaints of harassment against his or her subordinate employees. The City Manager may delegate the investigation to another City employee at his or her discretion.

When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint according to the preceding section and submit it to the City Manager.

Upon receiving the report of the complaint, the City Manager or assigned investigator shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. ~~Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements. Unwillingness to sign a written statement shall be noted by the investigator in the report.~~

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Based upon the report the City Manager shall, within a reasonable time, determine whether the conduct of the person against whom a complaint of harassment has been made constitutes harassment. In making that determination, the City Manager shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred, and the conduct of the person complaining of harassment. The determination of whether harassment occurred will be made on a case-by-case basis.

If the City Manager determines that the complaint of harassment is founded, he shall take immediate steps to impose appropriate disciplinary action against the employee guilty of harassment, consistent with his or her authority under the municipal charter, ordinances, rules or regulations pertaining to employee discipline.

The disciplinary action shall be consistent with the nature and severity of the conduct, the rank of the employee, and any other factors the City Manager believes relate to fair and efficient administration of the City, including, but not limited to, the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion, suspension, termination, warning or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

A written record of disciplinary action taken shall be kept, including verbal warnings or reprimands.

In all events, an employee against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment. If necessary to prevent retaliation or the appearance thereof, the City Manager may temporarily reassign an employee against whom a complaint has been made pending the completion of the investigation and resolution of the complaint.

Reporting and Investigation of Harassment Complaints Against the Mayor, Council Members, Appointed City Officials, or Employees Hired by the Council

The Mayor is the person designated by the City to be the investigator of complaints of harassment against council members, appointed city officials, or employees hired by the Council. In the event of a complaint against the Mayor, the Mayor Pro Tem is the person so designated. The Mayor may retain, at his or her discretion, an investigator who is not an official or employee of the City to conduct the investigation. The Mayor is hereby authorized to enter into a contract to retain the services of an investigator without the advance approval of the Council. The existence of a contract shall remain confidential to the extent necessary to preserve the integrity and confidentiality of the investigation.

When an allegation of harassment is made by an employee, a report of the complaint shall immediately be prepared, as required, for a complaint against an employee hired by the City

Manager. The report shall include the same or similar information and be submitted to the Mayor.

Upon receiving the report of the complaint, the Mayor, or retained investigator, shall begin the investigation as soon as practicable. The investigator shall prepare and submit a confidential written record of the investigation, including statements made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation. Notes or other recording of the interviews shall be made at the time the interviews are conducted. Upon completion of their written statements, persons interviewed will be requested to review their statements, make any necessary changes and sign their statements. Unwillingness to sign a written statement shall be noted by the investigator in the report.

The determination of whether the conduct of an elected or appointed official or employee hired by the Council constitutes harassment will be made on a case-by-case basis, taking into consideration the totality of the circumstances as described for determinations made in the case of employees hired by the City Manager.

Resolution of Complaints Against Employees Hired by the Council

Upon completion of a report on the investigation of a complaint of harassment against an employee hired by the Council, the Mayor shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. If the Council determines that harassment has occurred, it will take appropriate action against its employee consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the council, and the contract between the Council and employee.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential setting.

A written record of any action taken against the employee of the Council shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an employee of the Council against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment. If necessary to prevent retaliation or the appearance thereof, the Mayor will request

the Council suspend the employee, who may be suspended with pay pending the completion of the investigation and resolution of the complaint.

Resolution of Complaints Against the Mayor or Council Members

Upon completion of a report on the investigation of a complaint of harassment against the Mayor or a council member, the Mayor (or Mayor Pro Tem in the event of a complaint against the Mayor) shall review the report as necessary and determine whether the allegation is supported by any credible evidence. In the event the Mayor determines the evidence warrants consideration by the Council, he or she shall present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council, including rules governing discipline of its own membership.

In the event the Mayor decides not to present the investigative report to the Council in executive session, the Council will be confidentially informed of the existence of the completed report and its availability for their review on an individual basis. Any council member who reviews the report and desires that it be placed on the agenda for consideration by the Council in executive session shall so inform the Mayor in a confidential setting.

A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Mayor or Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment.

Resolution of Complaints Against Appointed Officials

Upon completion of a report on the investigation of a complaint of harassment against an appointed official, the Mayor will direct that the report be submitted to the City Attorney for review and presentation by the City Attorney to the Council in executive session. In the event the Office of the City Attorney provides legal representation to a City entity that would create a conflict of interest if the City Attorney were to advise the Council on a complaint against a particular appointed official, an independent attorney approved by the Council will be retained to review and present the report to the Council in executive session. The Council will give direction on further processing and action, if any, to be taken on the complaint consistent with its authority under state statutes, the municipal charter, ordinances, resolutions and rules of the Council.

A written record of any action taken on the complaint shall be prepared and kept with the report of investigation. Likewise, a determination by the Council to take no further action on the complaint shall be documented and kept with the report of investigation.

In all events, an official against whom a complaint of harassment has been made shall be warned not to retaliate in any way against the person making the complaint of harassment, witnesses or any other person connected with the investigation of the complaint of harassment.

Harassment Committed by Persons Who are not City Employees or Officials

In cases of harassment committed by persons who are not City employees or officials against a City employee in the work-place, the City Manager or, if necessary, the Mayor shall take all lawful steps to insure that the harassment is brought to an immediate end.

Obligation of Employees

Employees are not only encouraged to report instances of harassment; they are obligated to report instances of harassment. Harassment exposes the City to liability, and a part of each employee's job is to reduce the City's exposure to liability.

Employees are obligated to cooperate in every investigation of harassment, including, but not necessarily limited to, coming forward with evidence, both favorable and unfavorable, to a person accused of harassment, fully and truthfully making a written report or verbally answering questions when required to do so by an investigator during the course of an investigation of harassment.

Employees are also obligated to refrain from filing bad faith complaints of harassment.

Disciplinary action may also be taken against any employee who fails to report instances of harassment, or who fails or refuses to cooperate in the investigation of a complaint of harassment, or who files a complaint of harassment in bad faith.

Interactions with Citizens

This policy shall also cover any interaction at a work site between city employees and non-employees or citizens. Any employee that either verbally or non-verbally harasses a citizen or non-employee at any work site, while on city property, or in the performance of their official duties, shall be subject to disciplinary action should a complaint be filed and the employee is found to have violated this policy.

Should any employee feel that they are being harassed by any non-employee or citizen while they are attempting to do their job, the employee is to notify their supervisor immediately and the supervisor will make a report of the incident.

Confidentiality and Open Records

To the extent permitted by law, including the Oklahoma Open Records Act, complaints of harassment, reports of investigation on such complaints and any action taken thereon shall remain confidential. The City will do everything within the bounds of the law to protect this information. It must be understood, however, that some or all of the information may eventually have to be disclosed depending on the action taken on the complaint and any appeal of that action to an administrative tribunal or Court.

REFERENCES: None.

EFFECTIVE DATE: October 1, 2023

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RESCISSION: This policy rescinds Council Harassment Policy 3-3, is dated September 13, 2005, and will remain in effect until rescinded.

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RESPONSIBLE DEPARTMENT: Human Resources.

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Approved as to form and legality this day of , 2024.

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John Andrew, City Attorney

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Stanley Booker

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MAYOR

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Dated this day of , 2024. ~~September 13, 2005~~

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City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2027

Agenda Date: 11/12/2024

Agenda No: 6.

ITEM TITLE:

Consider approving Council Policy 04-06: Annual Allocation for PROPEL Funding.

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: Cynthia Williams, Internal Auditor and Grant Coordinator; Rebecca Johnson, Finance Director

BACKGROUND: On February 11, 2020, the citizens of Lawton approved by a vote of the people the PROPEL 2019 initiative, a strategic funding plan designed to improve the community through a variety of projects and programs funded by a 2.125% sales tax. Resolution 2019-116, adopted by the Lawton City Council on November 26, 2019, was the original resolution of intent outlining the specific allocations of the anticipated revenues from this sales tax. Section C-6 of the resolution focused on Youth Programs, stating that the City would allocate funds to support programs aimed at developing life and career-enhancing skills for the youth of Lawton while helping them avoid involvement in the criminal justice system. The resolution projected an expenditure of six million dollars (\$6,000,000.00) for these programs over the life of the funding. Although Resolution 2019-116 has been amended since its adoption, the portion of funding allocated to Youth Programs has remained unchanged.

As part of the City's commitment to these goals, this policy outlines the annual funding allocations for Marie Detty Youth & Family Services (\$100,000.00) and Lawton Public Schools (LPS) (\$75,000.00) to continue delivering impactful youth services and educational opportunities. These allocations were key components of the promises made to Lawton citizens during the PROPEL 2019 campaign and will be considered annually until the funding expires in 2034.

EXHIBIT: Council Policy 04-06: Annual Allocation for PROPEL Funding

KEY ISSUES: N/A

FUNDING SOURCE: PROPEL 2019 Funding, Youth Programs Account

STAFF RECOMMENDED COUNCIL ACTION: Approve Council Policy 04-06: Annual Allocation for PROPEL Funding.

COUNCIL POLICY 04-06: ANNUAL ALLOCATION FOR PROPEL FUNDING

- DISTRIBUTION:** Mayor, City Council, and All Departments
- SUBJECT:** Annual Review of Allocation to Specific Entities for PROPEL Funding
- PURPOSE:** The purpose of this policy is to formalize the City of Lawton’s commitment to considering annual funding allocations from the PROPEL 2019 initiative to Marie Detty Youth & Family Services and Lawton Public Schools (LPS). Because these allocations were used as examples for the Mayor’s 2019 PROPEL campaign, City staff will review these organizations each year and make recommendations to the City Council on whether or not to provide funding. This ensures that funding remains flexible and adaptable to future needs and priorities and that the programs are working as intended and in accordance with the goals of PROPEL 2019.
- BACKGROUND:** On February 11, 2020, the citizens of Lawton approved by a vote of the people the PROPEL 2019 initiative, a strategic funding plan designed to improve the community through a variety of projects and programs funded by a 2.125% sales tax. Resolution 2019-116, adopted by the Lawton City Council on November 26, 2019, was the original resolution of intent outlining the specific allocations of the anticipated revenues from this sales tax.
- Section C-6 of the resolution focused on Youth Programs, stating that the City would allocate funds to support programs aimed at developing life and career-enhancing skills for the youth of Lawton while helping them avoid involvement in the criminal justice system. The resolution projected an expenditure of six million dollars (\$6,000,000.00) for these programs over the life of the funding. Although Resolution 2019-116 has been amended since its adoption, the portion of funding allocated to Youth Programs has remained unchanged.
- As part of the City’s commitment to these goals, this policy outlines the annual review for funding allocations for Marie Detty Youth & Family Services and Lawton Public Schools (LPS) to continue delivering impactful youth services and educational opportunities. These programs were highlighted as examples during the PROPEL 2019 campaign to demonstrate how the initiative could benefit the community. However, funding for these programs is contingent upon an annual review by city staff to ensure that each continues to align with the objectives of PROPEL 2019. This review process allows for flexibility in funding based on evolving needs, ensuring that the programs are meeting their intended goals. This annual review and proposed funding will remain in place through the life of PROPEL 2019, which has a termination date of

December 31, 2034.

- POLICY/PROCEDURE:**
1. In accordance with the intent of PROPEL 2019 funding as outlined in Resolution 2019-116 and its amendments, the City of Lawton will consider providing the following funding allocations on an annual basis:
 - a) Marie Detty Youth & Family Services may receive up to \$100,000.00 each year to support their designated youth programs.
 - b) Lawton Public Schools (LPS) may receive up to \$75,000.00 each year to support their summer Science, Technology, Engineering, and Math (STEM) camp initiative.
 2. The annual consideration of these funding allocations reflects the City's commitment to the promises made during the PROPEL 2019 campaign and may be disbursed annually from the PROPEL 2019 funds, contingent upon City staff's recommendations regarding funding.
 3. **Application Requirements:** In order for staff to consider approval of funding agreements with either LPS or Marie Detty, the following conditions must be met:
 - a) Applicants must submit a comprehensive program budget as part of the application process. The budget must outline all anticipated program expenses, including but not limited to operational costs, personnel, materials, and overhead. The City reserves the right to request additional documentation or clarification regarding any budgeted items. Any discrepancies between the submitted budget and actual expenditures may result in a reduction or denial of reimbursement.
 - b) All grants are disbursed on a reimbursement basis only. Recipients must submit detailed claim forms, accompanied by verifiable proof of purchases (such as receipts or invoices), to receive reimbursement for incurred expenses. Advance payments will not be provided under this program. Failure to provide adequate documentation may result in denial or delay of reimbursement.
 - c) Applicants who received grant funding in prior years must be in full compliance with all reporting requirements, conditions, and audits. Noncompliance with prior obligations, including unresolved audits or unsubmitted reports, will result in disqualification from current-year funding.
 - d) Grant funds must be used solely for expenses approved in the grant application. Any deviation from the approved budget must receive prior written authorization from the City. Unauthorized use of funds for unapproved expenses is prohibited and may result in penalties, including reimbursement of funds and disqualification from future funding opportunities.

- e) Misuse of funds, submission of fraudulent claims, or failure to comply with audits will result in severe penalties. Penalties may include disqualification from future funding, demands for reimbursement of improperly used funds, and referral for criminal prosecution as allowed by law. Any irregularities found in audits or failure to provide requested documentation may result in immediate termination of funding and potential legal action.
 - f) No program shall be eligible to receive funding from more than one city program, fund, or grant source within the same fiscal year. Applicants are required to disclose any additional sources of city funding received or applied for during the current fiscal year.
 - g) Applicants with outstanding debts or financial obligations to the City of Lawton, including unpaid taxes, fines, or fees, are ineligible to apply for or receive grant funding until such obligations are fully resolved.
 - h) In the event of any noncompliance or irregularities identified in the funding process, applicants may be subject to one or more of the following corrective actions: issuance of a Notice of Violation, suspension of grant funds, and referral for legal proceedings, which may include the pursuit of civil or criminal penalties as permitted by law.
4. **Annual Review and Recommendations:** City staff will review the performance of both Marie Detty Youth and Family Services and Lawton Public Schools on an annual basis to ensure the funding is being used effectively and in alignment with the goals of PROPEL 2019. After the review, staff will provide a recommendation to the City Council on whether to continue, modify, or discontinue funding. This approach is designed to ensure that funding remains flexible and responsive to the evolving needs of the community while also ensuring that both programs are still in alignment with the intent of PROPEL 2019. Any recommendations for adjustments or discontinuation will be based on thorough performance evaluations, with reports provided to the City Council for final decision-making. The City Council retains the authority to approve or reject any recommendations to rescind or modify funding.
 5. **Policy Term:** This policy will remain in effect through the duration of the PROPEL 2019 funding source, which expires on December 31, 2034.
 6. **Annual Reports:** Reports on the use of funds and the performance of the funded programs will be provided to Council on an annual basis to ensure continued alignment with the goals of PROPEL 2019.

EXHIBITS: None
REFERENCES: None
EFFECTIVE DATE: October 22, 2024
RESPONSIBLE DEPT: Finance Department, Internal Auditor

Approved as to form and legality this ____ day of October, 2024.

JOHN R. ANDREW, CITY ATTORNEY

Approved by the Lawton City Council this _____ day of October, 2024.

STANLEY BOOKER, MAYOR



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2120

Agenda Date: 11/12/2024

Agenda No: 7.

ITEM TITLE:

Consider determining the actual costs of the dismantling and removal of dilapidated buildings and other expenses that may be necessary in conjunction with same by approving invoices for demolition of properties as required by State Statute 11-22-112.4 for properties located at 2110 SW N H Jones Avenue.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Joshua White, Neighborhood Services Supervisor

BACKGROUND: This is in accordance with the True North Culture Statement for a Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive. State Statute requires that the governing body determine the actual cost of the dismantling and removal of dilapidated buildings and any other expenses that may be necessary in conjunction with dismantling and removal of the building, including the cost of notice and mailing. This has not been done in the past and was recently discovered during a recent re-review of the State Statute.

Budget Lawn and Tree Service dated 10/07/2024 in the amount of \$2,450.00 for 2110 SW N H Jones Avenue

EXHIBIT: Invoice(s)

KEY ISSUES: To approve payment of invoice(s)

FUNDING SOURCE: Neighborhood Services Abatement and Demolition Funds

STAFF RECOMMENDED COUNCIL ACTION: Approve invoices for demolition of properties as required by State Statute 11-22-112.4 for properties located at 2110 SW N H Jones Avenue.

Budget Lawn and Tree Service
5904 Eisenhower Drive
Lawton, OK 73505
Ph: 678-2599

INVOICE
Invoice Date
10-7-24

To:

City of Lawton

Completed	Description	Amount Due
10-2-24	DEMOLITION : 2110 NIT JONES AVE.	\$ 2450
	<i>Thank you, David Sista</i>	

IF MAILING PAYMENT PLEASE SEND TO:

Budget Lawn and Tree Service
5904 Eisenhower Drive
Lawton. Ok. 73505

10-7-24 EMAILED INVOICE



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2139

Agenda Date: 11/12/2024

Agenda No: 8.

ITEM TITLE:

Authorize the City Manager to negotiate with County Commission Josh Powers regarding the possibility of a joint city-county jail trust. Further authorize the City Manager to negotiate a more equitable cost distribution with the county for the funding of the city's emergency communications department.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Ratliff, City Manager

BACKGROUND: This item authorizes the City Manager to negotiate with County Commissioner Josh Powers on creating a joint city-county jail trust and securing a more balanced cost-sharing agreement for the city's Emergency Communications Department.

EXHIBIT: None.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Authorize the City Manager to negotiate with County Commission Josh Powers regarding the possibility of a joint city-county jail trust. Further authorize the City Manager to negotiate a more equitable cost distribution with the county for the funding of the city's emergency communications department.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2083

Agenda Date: 11/12/2024

Agenda No: 9.

ITEM TITLE:

Hold a public hearing and consider adopting a resolution declaring the structures located at 908 NW Bell Avenue, to be dilapidated pursuant to Section 6-5-1 Lawton City Code, ordering the owner to abate the nuisance, authorizing summary abatement, and authorizing the City Attorney to commence legal action in District Court to abate the nuisance.

INITIATOR: Charlotte Brown, Director of Community Services Director

STAFF INFORMATION SOURCE: Joshua White, Neighborhood Services Supervisor

BACKGROUND: This is in accordance with the True North Culture Statement for a Safe Community. We will be relentless in our efforts to provide a safe environment for our citizens to thrive. The structures located at **Ward 5:** 908 NW Bell Avenue; have been inspected and found to meet the criteria to be declared dilapidated pursuant to Lawton City Code, Division 6-5-1. Said structures are in an obvious state of neglect and disrepair such that they are detrimental to the health, safety and welfare of the general public and a blighting influence on the Lawton community. The attached resolutions provide that the structures on the above listed properties are declared to be dilapidated and directs that they be remodeled or demolished by the property owner in compliance with the City's building code requirements. The property owners and any mortgage holders have been notified of this public hearing by mail, with a receipt of mailing obtained from the post office. A Notice of Hearing was also posted on each property. Summary documents, including supporting photographs, reports from the Fire Marshal and City Inspectors, and case histories are on file within the Neighborhood Services Division.

The property was originally brought forth on October 22, 2024, but the property owner had a medical emergency and was unable to attend the meeting so staff requested that the address be tabled until the next meeting for D&D properties so that the property owner could attend.

EXHIBIT: Resolution
Exhibit A
Photo of Structure

KEY ISSUES: Absolve the public of a continued threat to public safety

FUNDING SOURCE: Neighborhood Services Abatement and Demolition Funds

STAFF RECOMMENDED COUNCIL ACTION: Adopt Resolutions declaring the structures to be dilapidated pursuant to Section 6-5-1 Lawton City Code, ordering the owner to abate the nuisance, authorizing summary abatement, and authorizing the City Attorney to commence legal action in District Court to abate the nuisance.



EXHIBIT A
NEIGHBORHOOD SERVICES DIVISION
212 SW 9TH STREET
Lawton, Oklahoma 73501
(580) 581-3467 FAX (580) 581-3510
PROPERTY MAINTENANCE EVALUATION WORKSHEET

The following property is in violation of Lawton City Code 6-5-1; Existing Structures Code, as described in this attachment:

Inspection Date: September 24, 2024 **Address:** 908 NW Bell Avenue
Fire Date: August 17, 2024 and
September 1, 2024

Type of Occupancy: Residential – Inactive Water Since August 9, 2024

Vacant structures and premises is not maintained in a clean, safe, secure and sanitary condition; Creating blight problem or adversely affecting the public health and safety. (IPMC 301.3)

Insect and rodent harborage and/or infestation (IPMC 302.5 & 308.1)

Exterior surface lacks protective treatment from the elements, decay and rust; peeling, flaking and chipped paint; missing, cracked or broken siding. (IPMC 304.2)

Exterior walls have holes, breaks, or other loose or rotting materials (IPMC 304.6)

Roof, roof drains, gutters, and downspouts in disrepair, inadequate to prevent dampness or deterioration in walls and interior portion of the structure; roof water discharging in a manner that creates a public nuisance. (IPMC 304.7)

Decorative features (cornices, trim, wall facings, etc.) in disrepair, improperly anchored, unsafe. (IPMC 304.8)

Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound. (IPMC 304.10)

Doors, door assemblies and hardware in poor condition, unlocked, poor condition (IPMC 304.15)

Interior surfaces poorly maintained unclean, unsanitary, decayed wood, peeling paint, cracked or loose plaster. (IPMC 305.3)

Exterior property and premises, and the interior of every structure not free of any accumulation of rubbish and garbage. (IPMC 307.1)

NOTES: VACANT STRUCTURE. THIS STRUCTURE IS NOT HABITABLE AND THERE ISN'T AN ACTIVE WATER ACCOUNT.

Inspected By: Joshua White

This inspection sheet is not intended to be all-inclusive and additional items may be identified and corrected to bring the property in compliance with the Lawton City Code.



Dilapidated and Dangerous Structures November 12, 2024

908 NW Bell Avenue Ward 5 Fire Dates August 17, 2024 and September 1, 2024



**908 NW Bell Avenue
Ward 5
Fire Dates August 17, 2024 and
September 1, 2024**



908 NW Bell Avenue
Ward 5
Fire Dates August 17, 2024 and
September 1, 2024



908 NW Bell Avenue
Ward 5
Fire Dates August 17, 2024 and
September 1, 2024



908 NW Bell Avenue
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September 1, 2024



908 NW Bell Avenue
Ward 5
Fire Dates August 17, 2024 and
September 1, 2024



908 NW Bell Avenue
Ward 5
Fire Dates August 17, 2024 and
September 1, 2024



RESOLUTION NO. 24 - _____

A RESOLUTION DECLARING CERTAIN STRUCTURE(S) AND ALL SECONDARY STRUCTURES TO BE DILAPIDATED, DETRIMENTAL TO THE HEALTH, SAFETY, OR WELFARE OF THE CITY OF LAWTON AND ITS INHABITANTS, A BLIGHTING INFLUENCE, AND A PUBLIC NUISANCE; DIRECTING THE OWNER(S) TO OBTAIN A REMODEL OR DEMOLITION PERMIT WITHIN THIRTY (30) DAYS AND ABATE THE NUISANCE; AUTHORIZING SUMMARY ABATEMENT SHOULD THE OWNER(S) FAIL TO ABATE THE NUISANCE; AND ALTERNATIVELY AUTHORIZING THE CITY ATTORNEY TO COMMENCE LEGAL ACTION IN COMANCHE COUNTY DISTRICT COURT TO ABATE SUCH NUISANCE IF SUMMARY ABATEMENT IS NOT ECONOMICALLY PRACTICAL.

WHEREAS, the condition of the structure(s) on the property located at:

North Addition, Block Fifty-Four (54), Lot Four (4), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 908 NW Bell Avenue

has become dilapidated and detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and the property therewith has therefore become a public nuisance; and

WHEREAS, as required by statutes of the State of Oklahoma and the ordinances of the City of Lawton, a City official caused more than ten (10) days' notice to be given to the following-named property owner(s), recorded mortgage holders, lienholders or other persons who may assert a claim thereto:

Title Holder: RWJ Innovations, LLC
Ref: 908 NW Bell Avenue
706 SW A Avenue
Lawton, Oklahoma 73501

Mortgages: Arvest Bank
Ref: 908 NW Bell Avenue
4330 NW Cache Road
Lawton Oklahoma 73505

Lienholders: None

Other: None

by mailing a copy of said notice by certified mail to each of the aforementioned interested parties on October 9, 2024;

by posting a copy of said notice on the property on October 9, 2024;

and by publishing a copy of said notice in the Lawton Constitution on October 9, 2024;

notifying them that on a day certain the City Council of the City of Lawton, Oklahoma, would hold a public hearing, be presented with evidence concerning the condition of the said structure(s) and secondary structure(s) and then determine whether said structure(s) should be declared dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence and a public nuisance; and

WHEREAS, such notice being given, and said public hearing being held, the Council of the City of Lawton, Oklahoma, determined and found the structure(s) and secondary structure(s) located on the following-described real property:

North Addition, Block Fifty-Four (54), Lot Four (4), to the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof, 908 NW Bell Avenue

to be dilapidated, detrimental to the health, safety or welfare of the City of Lawton and its inhabitants, a blighting influence, and a public nuisance; and

WHEREAS, the Council of the City of Lawton, Oklahoma, further found that the dilapidated structure(s) and secondary structure(s) must, at the expense of the property owner, either be repaired and brought up to the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or be torn down and removed by the property owner.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawton, State of Oklahoma, that:

SECTION 1: The Council of the City of Lawton, Oklahoma, after a public hearing held and evidence being heard, finding that the condition of the property constitutes a detriment or a hazard and that the property would be benefited by the removal of such conditions, determines the structure(s) and secondary structure(s) located upon the real property hereinbefore described is/are dilapidated, detrimental to the health, safety, or welfare of the community, a blighting influence, and a public nuisance.

SECTION 2: The property owner of said dilapidated structure(s) and secondary structure(s) shall have thirty (30) days from the date of the adoption of this resolution, at said owner's expense, to obtain a permit either (1) to remodel and bring the dilapidated structure(s) within the standards of Chapter 6 of the City's Municipal Code and any other applicable code provisions or (2) to tear down and remove such dilapidated structure(s) and secondary structure(s). No such work shall begin or be done by the owner or said owner's agents without a permit therefor. Any work authorized under a permit to remodel and bring the dilapidated structure(s) and secondary structure(s) within the standards of the City's building code must be completed as outlined in Paragraph D, Section 6-1-1-108, Article One, Chapter 6, of the Lawton City Code. Should the property owner fail to remodel and bring the dilapidated structure(s) and secondary structure(s) within the applicable code standards within the time prescribed in Section 6-1-1-108, said

property owner shall then obtain a demolition permit within seven (7) days of the expiration of the time period outlined in Section 6-1-1-108 and demolish and remove the dilapidated structure(s) and secondary structure(s) within four (4) weeks of the issuance of the demolition permit. Further, until all such work is completed and for so long as the structure(s) and secondary structure(s) remain deemed dilapidated and the real property deemed a public nuisance, the owner or said owner's agents shall not allow the premises to be occupied.

SECTION 3: In the event the property owner either (1) fails to obtain a permit as directed in Section 2 of this Resolution or (2) fails to perform in accordance with the conditions of the permit issued, then the City's agents are authorized to enter upon the property, to abate the nuisance thereon, and to otherwise demolish, dismantle and remove the dilapidated structure(s) and secondary structure(s). Further, Neighborhood Services is authorized to solicit bids to raze and remove the dilapidated structure(s).

SECTION 4: In conjunction with or in lieu of any such abatement, as provided in Section 3 of this Resolution, the City Attorney is hereby authorized, should the same be deemed necessary, to abate the nuisance by the initiation, prosecution, and/or settlement of litigation in Comanche County District Court, pursuant to the provisions of Title 11 O.S. §22-112 , Title 50 O.S. §17, and/or any other applicable law. In addition to the property owner, the City Attorney shall be authorized to name as a party to such litigation any individual or entity having an interest in the property, to include mortgage and lien holders. In lieu of or in conjunction with any such litigation, the City Attorney is authorized to allow a demolition permit to be issued to any individual with legally valid ownership claim to the property.

SECTION 5: All of the costs borne by the City in abating the nuisance shall be charged to the owner of the property as a personal obligation and to the real property itself as provided by law. These costs will include the following: (1) the cost of litigation to include attorney fees, (2) the cost of any notice, mailing, filing, and all administrative and professional expenses incurred, (3) the actual cost of the labor, maintenance and equipment required for the dismantling and removal of the dilapidated structure(s) and secondary structures(s), and (4) any other expenses that may be necessary in conjunction with the demolition, dismantling and removal of the structure(s) and secondary structure(s) and otherwise abating the public nuisance on the property.

SECTION 6: All persons having an interest in property are notified that, pursuant to Title 11 O.S. §22-112, any action to challenge this Resolution must be filed within thirty (30) business days.

ADOPTED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma, this 12th day of November, 2024.

ATTEST:

Stanley Booker, Mayor

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 12th day of November, 2024.

John R Andrew, City Attorney



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2126

Agenda Date: 11/12/2024

Agenda No: 10.

ITEM TITLE:

Receive a presentation from CREOKS Health Services Inc regarding the extension of new mental health services in Lawton, Oklahoma, and authorize the Mayor to sign a letter of support for this endeavor.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Ratliff, City Manager

BACKGROUND: Jennifer Johnson, Chief Legal Officer, and Ashley Westmoreland, Chief of Staff and Strategy at CREOKS Health Services, will present an overview of their mental health services and initiatives. They aim to expand these services to benefit the Lawton community and are seeking a formal letter of support to advance this effort.

EXHIBIT: Letter of Support

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a presentation from CREOKS Health Services Inc regarding the extension of new mental health services in Lawton, Oklahoma, and authorize the Mayor to sign a letter of support for this endeavor.



November 12, 2024

Oklahoma Department of Mental Health
and Substance Abuse Services
2000 N. Classen Blvd., Ste. 2-600
Oklahoma City, OK 73106

Re: Community Behavioral Health Services in Lawton, OK.

To Whom it May Concern;

The citizens of Lawton and surrounding communities are in desperate need of meaningful community behavioral health services. CREOKS Health Services is able to meet these needs and fill in service gaps. CREOKS has been providing behavioral health and community services to Oklahomans for over 40 years. CREOKS was recently named the top certified community behavioral health provider in the state by the Oklahoma Department of Mental Health and Substance Abuse Services. I believe that CREOKS could provide our citizens with the services and support that is needed in this community. I am in support of CREOKS Health Services providing community behavioral health services in Lawton, Oklahoma.

Sincerely,

Stanley Booker, Mayor
City of Lawton

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation. Creating leadership and opportunity for southwest Oklahoma



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2119

Agenda Date: 11/12/2024

Agenda No: 11.

ITEM TITLE:

Receive public comments on the usage and allocation of unallocated sales tax revenue received from July 2020 to June 2024. The unallocated funds total \$8,425,974.94.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: Resolution of Intent No. 24-114, which was the Resolution of Intent in effect through June 2024, requires the City Council to receive input from citizens at no less than two open meetings on the usage and allocation of 2019 Propel Sales Tax monies received above \$23,500,000 within a single fiscal year. Excess

revenues to be allocated to the Resolution of Intent by the City Council are listed in the chart below:

	FY2021	FY2022	FY2023	FY2024
Sales Tax Revenue	26,364,023.61	28,832,855.05	28,785,263.35	31,128,869.99
Collections over \$23.5 million	2,864,023.61	5,332,855.05	5,285,263.35	7,628,869.99
Prevously Added to Resolution of Intent	-	-	5,472,607.00	7,212,430.00
Balance to Allocate to Resolution of Intent	2,864,023.61	5,332,855.05	(187,343.65)	416,439.99

EXHIBIT: Resolution No. 24-114; 2024 Monthly Sales Tax Analysis

KEY ISSUES: Funding the overages required for 2019 Propel CIP projects

FUNDING SOURCE: 2019 Propel (2.125%) Sales Tax

STAFF RECOMMENDED COUNCIL ACTION: Receive comments only; no action required.

RESOLUTION NO. 24- 114

A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 2023-75 SPECIFYING THE ADMINISTRATIVE INTENT OF THE MAYOR AND COUNCIL OF THE CITY OF LAWTON, OKLAHOMA WITH REGARD TO THE NEW EXCISE TAX OF TWO AND ONE-EIGHTH PERCENT (2.125%) THAT COMBINED AND REPLACED THE EXISTING SEVEN-EIGHTHS OF ONE PERCENT (7/8%) CAPITAL IMPROVEMENT/OPERATIONAL EXPENDITURE SALES TAX AND THE ONE AND ONE-QUARTER PERCENT (1.25%) CAPITAL IMPROVEMENT SALES TAX AS APPROVED BY THE REGISTERED VOTERS OF THE CITY OF LAWTON, OKLAHOMA AT AN ELECTION HELD FOR SUCH PURPOSE ON FEBRUARY 11, 2020.

WHEREAS, adoption of the sales tax by Citywide vote of the citizens of Lawton on February 11, 2020, left the City's sales tax rate at its current level and funded enhancements to the overall quality of life in Lawton, Oklahoma; and

WHEREAS, Resolution 19-116, expressed the administrative intent of the Mayor and Council (hereafter referred to as "the Council") as to how such quality of life enhancements would be financed, implemented, and managed; and

WHEREAS, Resolution 20-28, repealed and replaced Resolution 19-116, and expressed the revised administrative intent of the Council by adding a category of economic development funding for infrastructure and financial support of new and existing retail development and retention in accordance with the City's retail development policy; and

WHEREAS, Resolution 21-64, repealed and replaced Resolution 20-28, and expressed the revised administrative intent of the Council by adding a category for Program Administration to include funding for the development of a program management system/tool, bond/financing fees and associated legal expenses, and other administrative costs as approved by the Council; and

WHEREAS, Resolution 22-59, repealed and replaced Resolution 21-64, and expressed the revised administrative intent of the Council by: (1) removing the reference to the "Lawton Arts and Humanities Council" previously referenced in the section of Resolution 21-64 pertaining to "Parks & Recreational Facilities and Arts & Humanities," and replacing the reference to the "Lawton Arts and Humanities Council" with the "McMahon Auditorium Authority;" and (2) correcting an inadvertent omission to Resolution 20-28 that removed a reference in Resolution 19-116 to an estimated \$20,000,000 expenditure in the Parks and Recreational Area. That inadvertent omission was again carried forward with Resolution 21-64, but was corrected in Resolution 22-59.

WHEREAS, Resolution 23-75, repealed and replaced Resolution 22-59, and expressed the revised administrative intent of the Council by allocating an estimated additional \$5,472,607 to Section C(3) of the resolution pertaining to “Improvements to City Buildings/Facilities.” This additional \$5,472,607 is available to be used in any of the three categories [i.e. subparagraphs (a), (b) and (c)] listed in Section C(3) of the resolution. Pursuant to Section 4 hereof, this allocation was made, following input from the citizens at no less than two open meetings of the Council, due to an anticipated one-time annual excess of revenue above \$23,500,000 from July 1, 2022 to June 30, 2023. Also, through Resolution 23-75 the purpose of subparagraph (c) “Continuation of renovation and remodeling of City Hall and facilities” of Section C(3) was clarified that it includes: (1) the expansion of the parking lot immediately west of City Hall and (2) the construction of a stand-alone building for utility bill paying at or near said parking lot.

WHEREAS, this Resolution, which repeals and replaces Resolution 23-75, expresses the further revised administrative intent of the Council by: (1) allocating an estimated additional \$2,027,393 to subparagraph (c) under Section (C)(3) “Improvements to City Buildings/Facilities,” specifically for the “continuation of renovation and remodeling of City Hall and facilities; and (2) allocating an estimated additional \$5,185,037 to subparagraph (a) under Section (C)(4) “Parks & Recreational Facilities and Arts & Humanities,” specifically for the implementation of the aforementioned parks master plan in subparagraph (a), to include, but not limited to, Elmer Thomas Park, 38th Street Park, existing ballfields and a new sports complex. Pursuant to Section 4 hereof, these allocations are being made, following input from citizens at no less than two open meetings of the Council, due to an anticipated one-time annual excess of revenue above \$23,500,000 from July 1, 2023 to June 30, 2024. Also, through this resolution: (1) the eight million dollar (\$8,000,000) spending limitation for a sports complex from the total estimated twenty million dollar Parks & Recreation allocation in subparagraph (a) of Section (C)(4) of in Resolution 23-75 is being removed; and (2) an inadvertent omission in Resolution 20-28 that removed a reference in Section (C) of Resolution 19-116 to an estimated \$2,500,000 for improvements to the Lawton Area Transit System is being added back into this resolution along with corrective language that the funds for LATS are for improvements including but “not” limited to the purchase of buses. That inadvertent omission was again carried forward with Resolutions 21-64, 22-59 and 23-75, but is being corrected in this Resolution.

WHEREAS, as set forth in this Resolution below, it is the intent of the Council to complete the projects being funded and to be funded by the extended seven-eighths of one percent (7/8%) tax and the one and one-quarter percent (1.25%) tax upon their replacement with the new excise tax of two and one-eighth percent (2.125%) as approved by the voters on February 11, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Council declares its administrative intent regarding continuation and extension of the aforesaid sales tax, as follows:

1. This Resolution details intended allocations of anticipated revenues. In addition to the allocations of revenues for capital projects, this Resolution details the allocations of certain identified operating funds. All allocations of the revenues from the new excise tax of two and one-eighth percent (2.125%) shall require the approval of the Council. Notwithstanding any other provision in this Resolution, all such intended allocations will prioritize requirements on all prior encumbrances of the sales tax in a first priority position and are subject to prior encumbrances.

2. The allocations for capital projects and operating funds specified herein are based on a revenue estimate of \$23,500,000 annually during the limited term of the tax.

3. An implementation plan and timing for allocation of both capital projects and operating funds will be developed and adopted by the Council. It is the intent of the Council that if revenues are received in amounts at least equal to the revenue estimate, that the operating funds allocations shall not be lessened.

4. It is the intent of the Council that should revenues from the tax ultimately exceed \$23,500,000 annually during the limited term of the tax, such funds will be considered excess funds and those excess funds will be allocated by the Council upon the receipt of input from citizens at no less than two open meetings of the Council. Should revenues ultimately fall short of such revenue estimate, allocations for projects and operating funds will be reduced as deemed appropriate by the Council with the goal of funding as many of the intended projects/expenditures specified below as revenues allow.

5. It is the intent of the Council that when capital projects identified herein as conditional are not implemented due to the failure of conditions to be met, the previously allocated funds for any such projects and related operational funds, if applicable, shall first be reallocated to make up for any shortage of estimated revenue as necessary to complete other intended projects/expenditures and, if not necessary, shall be considered excess funds to be allocated as set forth in paragraph 4.

6. It is the intent of the Council that all projects be implemented with prioritization on sustainable design.

NOW, THEREFORE, BE IT FURTHER RESOLVED that, subject to available revenues, the Council's administrative intent is for the proceeds of the sales tax, or proceeds of borrowings by the City or a public trust of which the City is beneficiary payable from the sales tax, to be expended for the purposes established by the Council of the City from time to time, to include the following specific projects/expenditures to the extent legal and practical as funding generated by the approval of Ordinance No. 19-30 allows:

A. Completion of Projects/Expenditures from the 2015 Public Safety and Capital Improvements/Operational Expenditures Sales Tax

1. Public Safety Purposes:

- a. Construct and equip a new City police, jail, fire and municipal court facility, and demolish the existing police station (City staff estimates an aggregate \$39,104,186 expenditure for these purposes over the life of the tax);
 - b. Funding to provide the cost of hiring and equipping new police and fire personnel as well as provide for pay increases for police and fire personnel with said funding not to exceed \$2,684,000 in any one year and to be at all times in the discretion of the governing body of the City (one-half of one percent (1/2 %) of the two and one-eighth percent (2.125%) is designated to fund the amount not to exceed \$2,684,000 in any one year in addition to also funding water/sewer system improvements and an annual deposit of \$250,000 into the City's emergency fund).
2. Roads and Bridges:
 - a. Acquire right of way and reconstruct Rogers Lane to five lanes from I-44 to Village Drive (matching funds from Oklahoma Dept. of Transportation are expected) (City staff estimates \$4,500,000 expenditure);
 - b. Acquire right of way and reconstruct Gore Boulevard from 67th Street to 82nd Street (matching funds from Oklahoma Dept. of Transportation are expected) (City staff estimates \$5,000,000 expenditure).
3. Water and Sewer System Improvements:

Replace water and sewer lines, paint water tanks, replace pump at treatment plant, install water monitoring system and complete water supply study (City staff estimates an aggregate expenditure of \$4,411,114).
4. Public Buildings, Libraries and Recreational Purposes:
 - a. Heating and air conditioning system improvements for McMahon Auditorium; remodel main and/or branch libraries as needed, including restroom and lobby updates, new indoor furniture, and technology upgrades; playground/fitness equipment; outdoor walking paths/walking trail lighting; restore existing sports facilities to include upgrades to McMahon Ballparks and youth sports fields; and the eventual demolition of the City Hall Annex (City staff estimates an aggregate expenditure of \$4,534,700 for these purposes over the life of the tax);
 - b. Funds for summer youth programs (City staff estimates an aggregate expenditure of \$200,000 for these purposes over the life of the tax).
5. Americans Disabilities Act compliance improvements:

Repair existing sidewalks and install new sidewalks and other improvements within the City for removal of barriers faced by the disabled, as required by lawsuit (City staff estimates \$1,000,000 will be available for these purposes over the life of the tax).

6. Provide revolving fund for demolition of dilapidated buildings (not to exceed \$150,000).

B. Completion of Projects from the 2016 Capital Improvement Sales Tax

1. Improvements to Existing Water Resources:

Improvements to water resources existing on the effective date of Ordinance No. 15-11, as determined necessary to provide an adequate water supply depending on drought conditions, including development of such existing sources that will contribute to the goal of an adequate water supply.

2. Sewer System, Landfill and Street Improvements

- a. Phase II of the United States Government Environmental Protection Agency (EPA) ordered sewer system rehabilitation program;
- b. Construction of additional cells for the City's landfill and purchase of additional land for operational purposes as necessary;
- c. Reconstruct SE 45th Street to five lanes from Lee Boulevard to Bell Avenue
- d. Overlay and reconstruction of residential streets within the City;

3. LATS Transportation Improvements:

Lawton Area Transit System (LATS) improvements, particularly including, but not limited to the purchase of buses.

4. Infrastructure in Furtherance of Industrial Development:

Infrastructure and related improvements determined to be necessary in furtherance of achieving the City's and Lawton Industrial Development Authority's goals in the vital area of industrial development.

5. Improvements to Information Technology Systems:

Improvements to the City's information technology systems including hardware and software upgrades, replacement and protection of these critical systems.

C. Additional Capital Improvement Projects/Expenditures Funded by the Replacement of the Combined 2015 and 2016 Two and One-Eighth Percent (2.125%) Sales Tax

1. Water and Sewer System Improvements:

- a. Improvements to the existing water and sewer systems of the City, including but not limited to the water treatment plants and sewer treatment plants, and hardware and software upgrades, replacement and protection of these critical systems (one-half of one percent (1/2 %) of the two and one-eighth percent (2.125%) is designated to fund water/sewer system improvements in addition to also funding the amount not to exceed \$2,684,000 in any one year for new police and fire personnel, pay increases for police and fire personnel and capital equipment costs, and an annual deposit of \$250,000 into the City's emergency fund).
- b. Construction of a new water treatment plant for the treatment of alternate water sources (City staff estimates seventeen million dollar (\$17,000,000) expenditure).

2. Street/Sidewalk Improvements and Maintenance:

- a. Improvements to arterial streets and construction of new sidewalks and repair of existing sidewalks along arterial streets (City staff estimates eighteen million-dollar (\$18,000,000) expenditure for streets and five million dollar (\$5,000,000) expenditure for sidewalks).
- b. Maintenance and preventative maintenance of streets to include sealing of cracks, filling potholes, and striping of streets (City staff estimates ten million-dollar (\$10,000,000) expenditure).

3. Improvements to City Buildings/Facilities:

- a. Renovation and remodeling of the Lawton Airport and facilities (matching funds in the amount of fourteen million dollars (\$14,000,000) are anticipated from the Federal Aviation Administration) (City staff estimates two million-dollar (\$2,000,000) expenditure).
- b. Renovation and remodeling of the McMahon Auditorium and facilities (City staff estimates four million, five hundred thousand-dollar (\$4,500,000) expenditure).
- c. Continuation of renovation and remodeling of City Hall and facilities (City staff estimates six million dollar (\$6,000,000) expenditure).

With the passage of Resolution 23-75, an additional estimated \$5,472,607 is being added to the preexisting Section (C)(3) "Improvements to City Buildings/Facilities." This additional \$5,472,607 is available to be used in any of the three categories [i.e. subparagraphs (a), (b) and (c)] listed in Section C(3) of the resolution. This additional \$5,472,607 is not reflected in the estimated expenditure amounts listed in subparagraphs (a), (b) and (c) above. Also, through Resolution 23-75, the purpose of subparagraph (c) "Continuation of renovation and remodeling of City Hall and facilities" is being clarified that it includes: (1) the expansion of the parking lot immediately west of City Hall and (2) the construction of a stand alone building for utility bill paying at or near said parking lot.

With the passage of Resolution 24-___, an additional estimated \$2,027,393 is being added to the preexisting subparagraph (c) under Section (C)(3) “Improvement to City Buildings/Facilities”, specifically for the “continuation of renovation and remodeling of City Hall and facilities. This additional \$2,027,393 is not reflected in the estimated expenditure amount listed in subparagraph (c) of Section (C)(3) above, nor is it part of the additional estimated \$5,472,697 added to Section (C)(3) as part of Resolution 23-75.

4. Parks & Recreational Facilities and Arts & Humanities:
 - a. Development of a parks master plan by a parks and recreation consultant and implementation of the plan to include, but not limited to, Elmer Thomas Park, 38th Street Park, existing ballfields and a new sports complex (City staff estimates twenty million dollar (\$20,000,000) expenditure, with the possibility of additional funding for the new sports complex coming from other public and/or private sources).
 - b. Arts and Humanities programs and activities in partnership with the McMahon Auditorium Authority (not to exceed two hundred and fifty thousand dollar (\$250,000) expenditure).

With the passage of Resolution 24- , an additional estimated \$5,185,037 is being added to the preexisting subparagraph (a) under Section (C)(4) “Parks & Recreational Facilities and Arts & Humanities,” specifically for the implementation of the aforementioned parks master plan in subparagraph (a), to include, but not limited to, Elmer Thomas Park, 38th Street Park, existing ballfields and a new sports complex. The additional \$5,185,037 is not reflected in the estimated \$20,000,000 expenditure amount listed in subparagraph (a) of Section (C)(4) above.

5. Youth Programs:

Programs to be recommended by a Council Member/Citizen Committee with specific qualifications to study and evaluate opportunities for youth of all ages in the City to develop life and career enhancing skills and avoid involvement in the criminal justice system (City staff estimates six million dollar (\$6,000,000) expenditure).
6. Industrial Development/Retention:

Infrastructure and support of projects in furtherance of industrial development and retention in accordance with the City’s industrial development policy (twenty-eight million seven hundred fifty thousand dollars (\$28,750,000) in addition to remaining funding designated for such purposes in the 2016 Capital Improvements Sales Tax, as amended).
7. Information Technology Improvements:

Improvements to the City's information technology systems including hardware and software upgrades, replacement and protection of these critical systems (City staff estimates twelve million dollar (\$12,000,000) expenditure).

8. Beautification Improvements:

- a. Development and implementation of an eight (8) year bulk trash pickup program including the purchase of the equipment to implement the program.
- b. Mowing of City right of way and easements and abatement of high grass, weeds and trash on private property including the purchase of necessary equipment.
(City staff estimates eight million dollar (\$8,000,000) expenditure for programs in subparagraphs a & b)
- c. Demolition of structures declared by the City Council to be dilapidated and a public nuisance including personnel cost associated with the abatement process (not to exceed three million, seven-hundred and fifty thousand (\$3,750,000) expenditure).

9. Emergency Fund:

On an annual basis the amount of two-hundred and fifty thousand dollars (\$250,000) shall be deposited in the City's existing emergency fund created in Article 16, Chapter 10 of the Lawton City Code for the funding of qualifying emergencies and events listed in the emergency fund ordinance (one-half of one percent (1/2 %) of the two and one-eighth percent (2.125%) is designated to fund the annual deposit of \$250,000 into the City's emergency fund in addition to also funding the amount not to exceed \$2,684,000 in any one year for new police and fire personnel, pay increases for police and fire personnel and capital equipment costs, and water/sewer system improvements).

10. Retail Development/Retention.

Infrastructure and financial support of new and existing retail development and retention in accordance with the City's retail development policy.

11. LATS Transportation Improvements:

Lawton Area Transit System (LATS) improvements, particularly including, but not limited to the purchase of buses (City staff estimates two million, five hundred thousand dollar (\$2,500,000) expenditure).

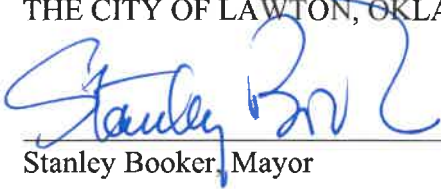
12. Program Administration:

Includes the development of a program management system/tool, bond/financing fees and associated legal expenses, and other administrative costs as approved by the City Council. The total cost of Program Administration shall not exceed one million dollars (\$1,000,000).

Effective Date/Repeal. This Resolution shall repeal Resolution No. 2023-75 and be immediately effective on the date of its passage by the Council of the City of Lawton. Repeal of this Resolution shall require an affirmative vote of two-thirds of the entire Council of the City of Lawton.

PASSED AND APPROVED THIS 28th DAY OF MAY 2024.

THE CITY OF LAWTON, OKLAHOMA



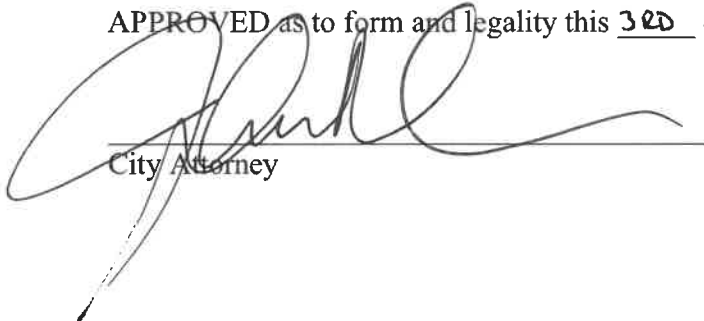
Stanley Booker, Mayor

(SEAL)
ATTEST:



Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality this 30th day of ~~May~~ JUNE 2024.



City Attorney

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

I, the undersigned, the duly qualified and acting Clerk of The City of Lawton, Oklahoma, hereby certify that the foregoing is a true and complete copy of a Resolution specifying the administrative intent of the Mayor and Council of the City of Lawton, Oklahoma with regard to the replacement of the existing seven-eighths of one percent (7/8%) sales tax and the one and one-quarter percent (1.25%) sales tax with a new excise tax of two and one-eighth percent (2.125%) as approved by registered voters of the City, adopted by the governing body of said municipality and Transcript of Proceedings of said governing body at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the introduction, reading, and adoption thereof as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the public notice given to the City Clerk of Lawton, Oklahoma, and of the public notice posted in prominent public view at entry to City Hall, 212 S.W. 9th, Lawton, Oklahoma, at least twenty-four (24) hours prior to the meeting wherein said Resolution was approved, excluding Saturdays, Sundays, and State designated legal holidays.

WITNESS my hand and seal this 28th day of May 2024.

(SEAL)



Donalynn Blazek-Scherler, City Clerk

City of Lawton
Monthly Report of Sales Tax Collections

Month	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
July	3,691,300	3,694,602	3,846,127	3,675,506	3,676,240	3,790,843	3,849,040	4,340,056	4,610,153	4,729,496	4,739,536
August	3,602,388	3,757,144	3,840,288	3,732,329	3,674,574	3,745,177	3,768,207	4,383,495	4,614,059	4,713,728	5,017,749
September	3,713,888	3,846,435	3,913,076	3,833,284	3,754,278	3,729,712	3,947,640	4,205,863	4,571,041	4,641,994	5,190,095
October	3,829,946	3,864,962	3,745,215	3,713,020	3,748,735	3,841,534	3,974,740	4,013,586	4,609,948	4,709,309	5,567,970
November	3,583,985	3,632,300	3,577,349	3,741,364	3,581,976	3,598,785	3,714,902	4,102,796	4,477,232	4,624,425	5,083,401
December	3,694,117	2,155,659	3,724,512	3,615,770	3,575,108	3,717,927	3,883,585	3,969,278	4,653,812	4,568,851	4,908,902
January	4,210,003	4,166,770	4,035,202	4,198,580	4,166,533	4,193,486	4,259,912	4,260,994	4,738,191	4,755,381	5,504,634
February	3,862,287	4,098,844	4,021,080	3,807,037	3,833,638	3,995,461	3,961,968	4,286,895	4,925,388	4,778,374	5,407,984
March	3,515,648	3,662,550	3,434,527	3,375,091	3,394,069	3,428,574	3,565,038	3,995,713	4,810,311	4,293,949	4,277,219
April	3,832,674	3,591,116	3,902,595	3,590,917	3,719,202	3,840,279	3,791,903	3,745,809	4,499,567	4,670,695	5,022,976
May	3,700,323	3,892,479	3,751,082	3,877,164	3,916,918	4,020,770	3,659,696	5,221,305	4,924,069	5,014,656	5,015,458
June	3,804,134	3,629,158	3,580,389	3,478,648	3,566,749	3,814,597	3,500,523	4,651,644	4,586,667	4,420,107	4,766,842
Total	45,040,694	43,992,018	45,371,442	44,638,709	44,608,023	45,717,146	45,877,154	51,177,435	56,020,439	55,920,964	60,502,766
%inc (dec)	3.98%	-2.33%	3.14%	-1.61%	-0.07%	2.49%	0.35%	11.55%	9.46%	-0.18%	8.19%

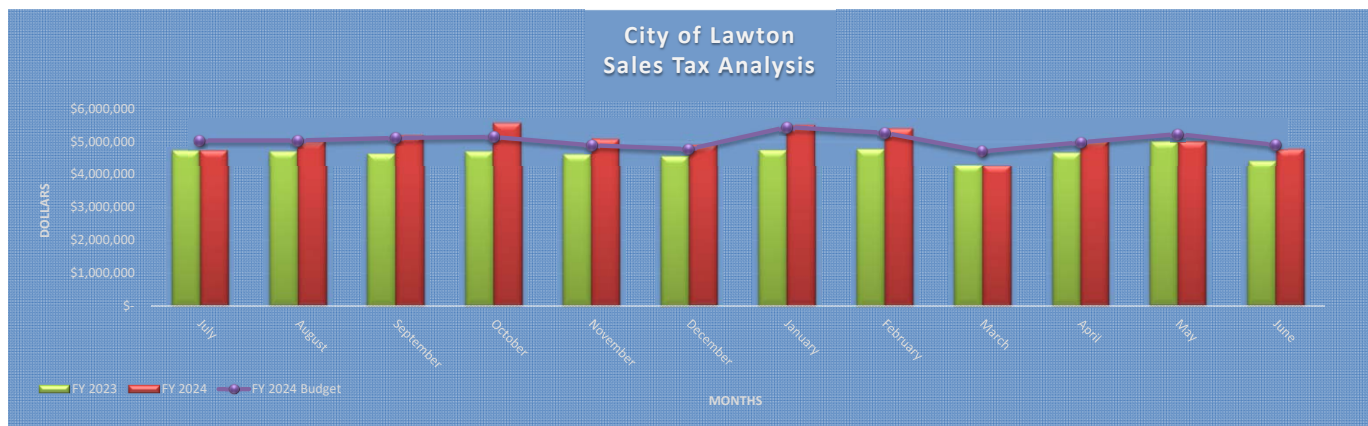
Month	Current Mo		% Variance	Y-T-D		% Variance	2024 Budget	Elapsed Time
	2023	2024		2023	2024			
July	\$ 4,729,496	\$ 4,739,536	0.21%	\$ 4,729,496	\$ 4,739,536	0.21%	5,027,306	8.33%
August	4,713,728	5,017,749	6.45%	9,443,224	9,757,284	3.33%	5,030,767	16.67%
September	4,641,994	5,190,095	11.81%	14,085,218	14,947,380	6.12%	5,103,125	25.00%
October	4,709,309	5,567,970	18.23%	18,794,527	20,515,350	9.16%	5,137,189	33.33%
November	4,624,425	5,083,401	9.93%	23,418,952	25,598,751	9.31%	4,883,691	41.67%
December	4,568,851	4,908,902	7.44%	27,987,802	30,507,653	9.00%	4,770,085	50.00%
January	4,755,381	5,504,634	15.76%	32,743,184	36,012,286	9.98%	5,438,769	58.33%
February	4,778,374	5,407,984	13.18%	37,521,558	41,420,270	10.39%	5,261,399	66.67%
March	4,293,949	4,277,219	-0.39%	41,815,506	45,697,490	9.28%	4,700,851	75.00%
April	4,670,695	5,022,976	7.54%	46,486,201	50,720,466	9.11%	4,974,651	83.33%
May	5,014,656	5,015,458	0.02%	51,500,857	55,735,924	8.22%	5,228,209	91.67%
June	4,420,107	4,766,842	7.84%	55,920,964	60,502,766	8.19%	4,897,006	100.00%
Total	\$ 55,920,964	\$ 60,502,766	8.19%					

Sales Tax Breakdown

General Operations	2019 Propel
29,334,674	31,168,092

FY 2024 Budget

\$60,453,049



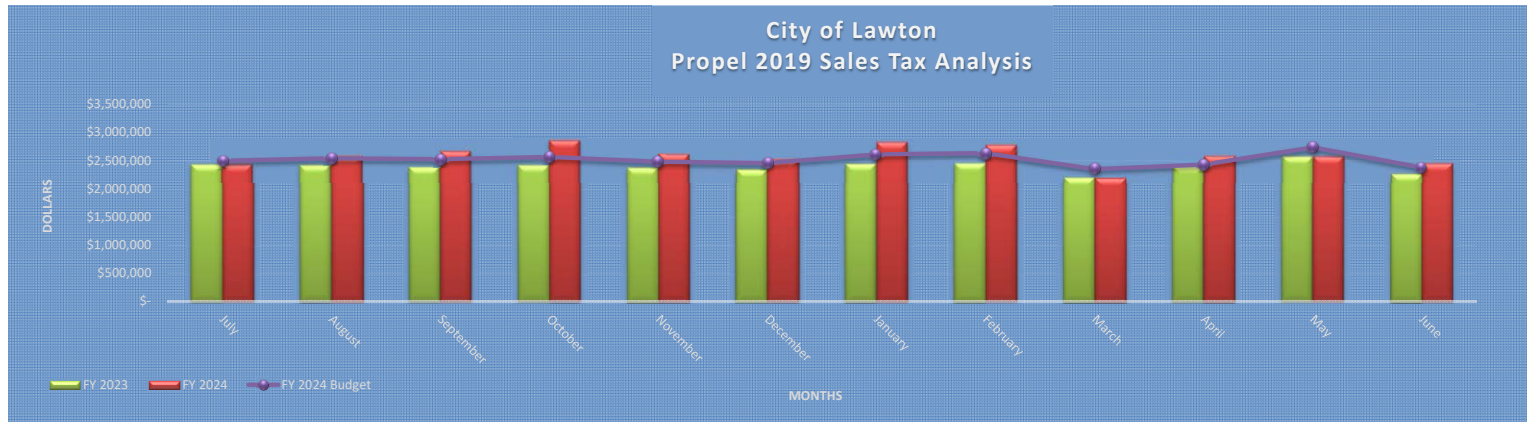
City of Lawton
Monthly Report of Sales Tax Collections

Month	2020	Fiscal Year 2021	2022	2023	2024
July		2,235,786	2,374,927	2,435,133	2,438,836
August		2,258,164	2,376,940	2,426,868	2,581,811
September		2,166,657	2,354,779	2,389,936	2,670,228
October		2,067,605	2,374,822	2,424,354	2,865,157
November		2,113,562	2,306,453	2,380,571	2,615,876
December		2,044,780	2,397,418	2,351,860	2,525,658
January		2,195,057	2,440,886	2,447,515	2,832,106
February		2,208,401	2,537,321	2,459,549	2,782,486
March		2,058,398	2,465,649	2,210,131	2,200,272
April		1,929,659	2,306,369	2,403,703	2,584,108
May		2,689,763	2,535,590	2,580,865	2,580,683
June	1,803,300	2,396,192	2,361,701	2,274,778	2,451,649
	1,803,300	26,364,024	28,832,855	28,785,263	31,128,870
%inc (dec)		1361.99%	9.36%	-0.17%	8.14%

Month	Current Mo			Y-T-D			2024 Budget	Elapsed Time
	2023	2024	% Variance	2023	2024	% Variance		
July	\$ 2,435,133	\$ 2,438,836	0.15%	\$ 2,435,133	\$ 2,438,836	0.15%	2,498,763	8.33%
August	2,426,868	2,581,811	6.38%	4,862,001	5,020,647	3.26%	2,540,678	16.67%
September	2,389,936	2,670,228	11.73%	7,251,936	7,690,875	6.05%	2,524,296	25.00%
October	2,424,354	2,865,157	18.18%	9,676,290	10,556,032	9.09%	2,563,903	33.33%
November	2,380,571	2,615,876	9.88%	12,056,861	13,171,908	9.25%	2,480,790	41.67%
December	2,351,860	2,525,658	7.39%	14,408,721	15,697,566	8.94%	2,455,302	50.00%
January	2,447,515	2,832,106	15.71%	16,856,236	18,529,672	9.93%	2,612,279	58.33%
February	2,459,549	2,782,486	13.13%	19,315,785	21,312,158	10.34%	2,631,299	66.67%
March	2,210,131	2,200,272	-0.45%	21,525,917	23,512,430	9.23%	2,353,802	75.00%
April	2,403,703	2,584,108	7.51%	23,929,620	26,096,538	9.06%	2,430,043	83.33%
May	2,580,865	2,580,683	-0.01%	26,510,485	28,677,221	8.17%	2,736,454	91.67%
June	2,274,778	2,451,649	7.78%	28,785,263	31,128,870	8.14%	2,379,001	100.00%
Total	\$ 28,785,263	\$ 31,128,870	8.14%					

FY 2024 Budget

\$30,206,608





City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2136

Agenda Date: 11/12/2024

Agenda No: 12.

ITEM TITLE:

Receive a briefing concerning the recent proposals submitted for the Management & Operations of Ralph's Resort and direct staff as necessary.

INITIATOR: Dewayne Burk, Deputy City Manager

STAFF INFORMATION SOURCE: Dewayne Burk, Deputy City Manager

BACKGROUND: The City of Lawton is committed to enhancing the quality of life for its residents and providing engaging recreational opportunities for both citizens and visitors. As part of this ongoing commitment, the city is exploring ways to promote increased water recreation at the Ralph's Resort recreational area. Per council's previous direction, staff issued a Request for Proposals for the operation and management of Ralph's Resort. These facilities are key to providing the necessary amenities for lake patrons.

EXHIBIT: RFPCL25-004 Bid Results, Ralph's Resort Abstract

KEY ISSUES: Does the City of Lawton wish to award a contract for the Management & Operations of Ralph's Resort?

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Provide staff direction concerning the proposals received for the management and operations of Ralph's Resort.

I CERTIFY that I have opened, read, and recorded herein all bids received and listed below:

Signature: *Deaven Newell*

ABSTRACT OF BIDS

CL/RFP Number RFPCL25-004		Page <u>1</u> of <u>1</u>		Bidder Number <u>1</u>		Bidder Number <u>2</u>		Bidder Number <u>3</u>	
CL/RFP Title Management and Operations of Ralph's Resort		Date Opened: August 15, 2024		Ralph's Family Resort LLC David McCall P O BOX 922 Lawton, OK 73502 580-695-5911 mccall1523@yahoo.com		Chris Bartlett 133 NE Resort Circle Elgin, OK 73538 405-833-7768 CWB405@gmail.com		Michael C Greer 16568 NW Allison RD Apache, OK 73006 580-353-9769 Michaelgreer1812@gmail.com	
Fincancial Services: Accountant Deaven Newell		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A		Addenda Acknowledged N/A		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes		As required Yes Yes Yes		As required Yes Yes Yes	
Item No.	Description of Bid Item	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Total Amount of Proposal				Please see attached bid proposal		\$1500.00/yr + 3% of Sales		\$4000 Annual + 5% of Profit

CL/RFP Number RFPCL25-004		Page <u>2</u> of <u>1</u>		Bidder Number <u>4</u>	
CL/RFP Title Management and Operations of Ralph's Resort		Date Opened: August 15, 2024		Schoolhouse Slough Convience Store PO BOX 878 Cache, OK 73527 580-917-3294 schoolhouseslough@gmail.com	
Fincancial Services: Accountant Deaven Newell		Number of ADDENDA Issued NONE		Addenda Acknowledged N/A	
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....\$25,000: CONTRACTOR'S CERTIFICATE OF COMPLIANCE				As required Yes Yes Yes	
Item No.	Description of Bid Item	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Total Amount of Proposal				5% after the First \$75,000.00 collected from Gross Sales and Lease Payments received

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: deaven.newell@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: August 12, 2024	Date(s) Advertised: August 15, 2024	No Proposals Received After: September 25, 2024 2:00 P.M.	
Proposal Number and Title: RFPCL25-004 Management and Operations of Ralph's Resort Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until:	
Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Ralph's Family Resort LLC		Reason for No Proposal:	
Mailing Address: P.O. Box 922		City: Lawton State: OK Zip: 73502	
Area Code and Phone Number: 580-695-5911		Delivery: In Person	
Federal Employer Identification Number or Social Security Number TBD		Email Address: mccall1523@yahoo.com	


THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:


STATE OF Oklahoma COUNTY OF Comanche, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Ralph's Family Resort LLC
 Address: Po Box 922
Lawton OK 73502
 (City, State, Zip)
 Phone: 580-695-5911



 SIGNATURE OF AUTHORIZED AGENT
 David McCall

 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 20 day of Sept, 2024.


 Notary Public
 My Commission expires: _____

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22

SHARLA MCCALL
 Notary Public, State of Oklahoma
 Commission #02020497
 My Commission Expires 01/03/2027

Bid Form

Management and Operation of Ralph's Resort to include
located at Lake Ellsworth

Company Name: Ralph's Family Resort LLC

Company Representative: David McCall

Company Address: PO Box 922
Lawton OK 73502

Company Phone: 580-695-4451

Total Amount of Proposal: \$ _____

Attach proposal, business plan, business resume, and certificates/licenses per RFP



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

RFPCCL25-004
Contract Number

Ralph's Family Resort LLC
Name of Contractor (Print)

9/20/24
Date


Signature, Member of Firm or Officer of Corporation

Manager/Member
Title

Proposal for management and improvement of Ralph's Resort which includes:

- Convenience store/Cafe
- Dry storage stalls
- 21 permanent camping spots (including double-wide trailer home and surrounding land)
- 7 boathouse slips
- Wet boat slips
- Enclosed fishing arena
- Covered fishing arena
- Wayne Gilley pavilion

Lease Proposal

Year 1-5, we propose a continuation of the former concessionaires lease. That is \$1000 a year and 2% of all gross revenue received. The 2% does not include gas sales if/when gas is added.

Year 6, we want a continuation for 20 years with these terms: the annual lease will increase to \$5000 for year 6, with an increase of \$1000 per year for the remaining length of the lease, not to exceed \$20,000 per year. The 2% of gross revenue will remain through year 9, then it will increase to 5% beginning in year 10. Gas sales will still be excluded from the percentage of gross revenue.

In the beginning we will have substantial building expenses and interest payments. Around year 10, some of the things built in the beginning will start getting paid off, so that will allow for the increase in payments to the City of Lawton.

At the end of the 25 year lease, the City will not be liable for paying for the improvements made during the time of the lease to Ralph's Family Resort LLC. All improvements will become owned by the City of Lawton. If at this time we want to extend the lease, we would like to do so in 5 year increments if agreeable to both parties. If the lease is terminated by the City before 25 years - we would expect compensation for improvements based on current appraisals at that time.

We request a review every 5 years during the length of the lease, that may allow us to negotiate terms for the use of more areas and facilities, including land and water, for expansion of Ralph's Family Resort.

Financial proposals

The City of Lawton has allocated \$70,000 for roof repair at Ralph's store and \$160,000 for construction of new dry stall storage. We would like for that \$230,000 to be spent on either:

- A) Repair and update the original store to current codes for use as a general store and cafe, including electrical, HVAC, plumbing, and addition of an ADA bathroom, or
- B) Remodel the Wayne Gilley Pavilion to become the new general store and cafe up to current codes.

One of these two options is necessary to facilitate the business of Ralph's Family Resort.

We also need the City to cover the cost of demolition and removal of:

1. Damaged dry stall storage
2. Damaged and sinking 40 year old wet boat storage
3. Damaged and sinking indoor fishing arena

Estimates for the demolition and removal by Gill's is:

1. \$10,800.00 Dry stall storage and concrete
2. \$16,740.00 Wet boat storage
3. \$ 2,860.00 Indoor fishing arena

We are bringing a \$500,000 line of credit to fund new construction, secured by personal property and assets.

Planned Improvements

1. Build campground B (see map)
2. Dry stalls for boat and RV storage, storm shelter included
3. Replace fishing arena with new wet slip
4. Replace old wet slips with new wet slips
5. Remodel second structure to allow general store and cafe to each have their own building

Improvements are listed in order of desired completion, but may change due to deterioration or damages from mother nature affecting their safety and usability.

Business Plan - Improvements/Operations

Year one

Shore up roof of store to prevent collapse

Remove roof of wet boat slips to mitigate weight, snow load, and damage from storms

Tear down existing storm damaged dry stalls

Remove all debris left from old boathouses

Cut overburden trees, grass and weeds

Remove dead and dying trees, grind stumps, plant suitable replacement trees

Replace old signs and add new signs

Year one priority - make resort as safe and appealing as possible for the public

Year two

Hopefully start operating new store and cafe (dependant on City of Lawton repair timeline)

Start construction on Campground B

I have spoken with Sue at Rural Water District 2, and she said there is a 2-inch supply line, so it will support the 2 water meters needed for the addition of 20 new camping spots. I also spoke with Jeff from DEQ and he said the existing sewer lagoon is huge and more than capable of handling additional spots. Blake French from Lawton Septic tank also informed me that the tank at the current lift station can be expanded if needed for the additional spots and new store/cafe.

Year 3-4

Build dry boat/RV storage, if wet boat slips are still holding on

Year 5

Build new wet boat slips (or possibly dry storage, depending on which one needs attention first)

Remodel second building for cafe

Business Plan - Financial

Campground A (north campground) - we intend to increase the rates gradually to match rates at School House Slough by year 5

Campground B (south campground) - Build and rent according to current rate schedule at School House Slough

Wet boat slips will change from annual to daily, weekly, or monthly rental (reason for change is because the wet slips are so unstable, we could lose it at any time, and it will be unavailable during demolition and reconstruction). Rates will be seasonal, cheaper during the winter and more expensive during spring and summer.

Build 2 new wet boat slips, one for annual rental, and one for short term rental (daily/weekly), annual rentals will match rates at School House Slough

Enclosed fishing arena will maintain current rate of \$5 per day per person until it is removed or is no longer safe

Covered fishing arena will maintain current rate of \$5 per day per person

Increase rates for boat houses to match rates at Lake Lawtonka over 5 years

Build dry stall boat/RV storage and rent according to rate schedule at School House Slough

No profit is expected from the store and cafe due to operating costs and lack of customer traffic. They would have to bring in about \$1000/day each just to break even. We plan to help offset costs by rental of boats and golf carts, and a laundry facility.

We are currently seeking a \$500,000 line of credit on properties that we own to help pay for these projects.

Reasons for consideration

For the last 10 years, my family and I have started and turned around several retail stores. We have owned thrift, liquor and convenience stores (Bubba's at Lake Lawtonka). We have also built and maintained a mini-storage and RV storage facility. We have several pieces of equipment needed for maintenance of property which includes: commercial lawn mowers, Kubota 25 HP tractor, dump trailer, flatbed trailers, and several heavy Duty pickup-trucks.

Our entire family, me, my wife, and both of our sons were born and raised in Comanche County. I moved from 1807 Taft in Lawton, to 250 NE Pine in Lakeside Village in 1987 when I was 14 years old. This move had such a good impact on my life. I spent many hours a day at Ralph's Resort making lifelong friends and memories. I fished, boated, rode my motorcycle, and also worked hard. I helped work on the docks and arenas, we tore out the old ones and put in new ones (the ones there currently). I also ate hamburgers at the cafe, sitting at a booth overlooking the lake. Since then, I have watched a beautiful lake and its facilities run down to the point they need to be hauled away as trash. I wish I could say it's just Ralph's Resort, but it's all the areas around the lake too, which includes: Lakeside Village, Edgewater Park, Lake Ellsworth Subdivision and the complete disappearance of Fisherman's Cove. Now I see a chance to rebuild the lake and its surrounding communities. The City of Lawton has started by making improvements to Collier's Landing, and building a nice new handicap accessible boat ramp and dock at Ralph's Resort. We would like to continue this progress by improving Ralph's Resort even further. We feel like elevating the appearance of the lake and its facilities will inspire the surrounding communities to do better.

My wife and I got married in 1992, and moved back to Lakeside Village in 1993. Our first son was born in 1997 and our second son was born in 2008, and were both raised by the lake. They have never gotten to experience the lake as I did. There were never enough wet slips so that we could keep our boat on the lake and the cafe closed in the early 90's. They did get to ride bikes and motorcycles and go fishing though. Now I hope to give them the chance to work on the docks and eat at the cafe. I hope they and their children will create lifelong memories and friends as I did.

We currently live in Green Meadow Acres which is less than 1/2 mile from Ralph's. We pass through there daily on the way to our business in Elgin. Our oldest son, Kyle, owns a house in Edgewater Park which is about 3 miles from Ralph's Resort. We are in close proximity without having to live on site.

There is not another concessionaire that you could consider that is better suited to handle the challenges that rebuilding and maintaining Ralph's Resort will bring. No one else can bring the hard work, vision, planning and basic give-a-crap attitude that we can. The new name represents family. The new name will be Ralph's **Family** Resort with emphasis on family.

Currently the store does not sell beer or wine...we plan on keeping that tradition going. Even though we own liquor stores, we will not sell beer, wine, or any products that contain alcohol. The goal is to keep a fun, safe, sober environment for families to come and enjoy the lake. It was said during a newscast that the Perry family had provided a long time service for the community, and the McCalls intend to look at it the same way - we are here to serve the community. We are not seeking this opportunity as a means to enrich our family financially, we own businesses for that. We are looking to improve this lake and Ralph's Resort for the whole community to enjoy along with us.

David McCall

1990 Graduated Elgin High School

1988 Ralph's Resort
Helped demo and remove old fishing arenas

1988-89 Retired Service Personnel Club
Learned to prepare and cook food

1990-91 Herb's Food Stores
Stocking and cashier

1991 Automotive Parts
Worked 3 months and learned how NOT to treat employees

1991-1992 Ford Roofing
Learned how to operate forklifts, dump trucks, and lay clay tile roofing

1993 RCC Construction Company
Helped build Lake Elmer Thomas Dam

1993 Pavers Construction Company
Road construction, learned to operate heavy equipment, then transferred to
Mechanic shop

1994-1996 Atlas Carriers
Loaded tires for shipment at Goodyear

1997-2000 Gordon Plumbing
Started with learning general plumbing duties, then learned how to deal with
Sales reps and order products in the warehouse

1999-2008 Custom Connection Body Shop (owner)
Custom paint and body work
Collision and general auto repair

2002-2003 Pizza Factor Restaurant (owner/operator)

2005 Stor-Away storage (Geronimo)

Helped a family member design and have facility built, and I have maintained it since then

2008-2016 Competitive Car Sales (owner/operator)

2015-present Bootleggers Liquor Stores (owner/operator)

My family and I opened our first store in 2015 and have since grown to 5 stores in the Comanche County area. We have 3 more locations acquired for future stores.

2022-2024 Bubbas Gas Station (Lake Lawtonka) (owner/operator)

Purchased the store on the brink of closure/failure and turned it into a very successful store that serves Lake Lawtonka

Skills

Mechanically inclined

Like to build things

Goal oriented

Problem solver

Good people skills

Driven with a sense of fair play

Very family oriented

Sharla McCall

- 1990 Graduated from Geronimo High School
- 1989-1991 McDonalds, HE Bailey Turnpike - Walters
Shift manager, cashier, cook
- 1991-1995 Herb's Foods/Buy For Less
Started out as cashier, then promoted to office
Counted and balanced tills and made deposits
Front-end manager
Video Office Assistant Manager
- 1995-1998 P-A Chevrolet, Title clerk
Prepare contracts for funding
Fill out customer titles
- 1998-2001 BancFirst Cache Road, Credit File Clerk
Maintaining loan files
Releasing collateral on paid loans
Teller after department merger and job eliminated
- 2001-2004 Billingsley Ford, Title clerk
Prepare contracts for funding
Fill out customer titles
- 2004-2006 Custom Connection
Helped with daily operations
- 2006-2011 BancFirst Downtown, Credit File Clerk
Maintaining loan files
Releasing collateral on paid loans
- 2011-2014 It's Worth Repeating thrift store (Owner)
Bought and sold used merchandise
- 2015 Bootleggers Liquor Store (Owner)
Built, opened and maintain retail liquor store
- 2017 Bootleggers Liquor Boutique (Owner)
Built, opened and maintain retail liquor store
- 2018 Bootleggers Liquor Company
Help with business administration of retail liquor store owned by son

2022 - 2024 Bubba's Gas Station (Lake Lawtonka)

Managed daily operations, ordering product, business administration

2024 Bootleggers Liquor Company 2

Help with business administration of retail liquor store owned by son

Skills

Hard worker

Problem solver

Office management

Business Administration

Systems and procedures

Kyle McCall

2014 Graduated Elgin High School

Graduated one year early at the age of 16

Completed 2 year automotive repair class at Great Plains Tech Center

2008-2016

At age 11 began helping dad at car lot with cleaning, detailing, and minor repair of vehicles. After graduation in 2014, continued with major repairs and transport of used vehicles

2011-2014 It Worth Repeating Thrift Store

Cleaned out storage units and sorted items for sale or trash

Minor furniture repair and assembly

2015 Bootleggers Liquor Store

Helped build shelving, counters, and displays for new store

Helped stock and prepare to open store

2017 Bootleggers Liquor Boutique

Demo bullet proof walls and build out retail space for store

Helped stock and prepare to open store

2018 Bootleggers Liquor Company

Built and opened his own liquor store in Elgin

2022-2024 Bubba's Gas Station (Lake Lawtonka)

Repaired and maintained building and equipment

Helped with product ordering and placement

2024 Bootlegger Liquor Company 2

Built and opened his second location in Cache

Skills

Mechanically inclined

Hard worker

Teamwork

Problem solving

Welding experience

Minor electrical work

Minor plumbing experience



BAIT
ICE
FUEL
FOOD

← LAKE ELSWORTH

CAMP
FISH
RENT
DOCK



Ralph's
 Family Resort



City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: deaven.newell@lawtonok.gov	
ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton			
Date Proposal Typed: August 12, 2024	Date(s) Advertised: August 15, 2024	No Proposals Received After: September 25, 2024 2:00 P.M.	
Proposal Number and Title: RFPCL25-004 Management and Operations of Ralph's Resort Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until: <i>Accepted or Rejected by the City of Lawton</i>	
Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <i>Chris Bartlett</i>		Reason for No Proposal:	
Mailing Address: <i>133 NE Resort Circle</i>			
City: <i>Elgin, OK</i>	State: <i>OK</i>	Zip: <i>73538</i>	Delivery:
Area Code and Phone Number: <i>405-833-7768</i>		Email Address: <i>CWB405@Gmail.Com</i>	
Federal Employer Identification Number or Social Security Number <i>446-92-6549</i>			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extend of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

SIGNATURE OF AUTHORIZED AGENT

Chris Bartlett

PRINT/TYPE NAME/TITLE

Firm: _____

Address: 133 NE Resort Circle
Elgin, OK 73534
(City, State, Zip)

Phone: 405-833-7768

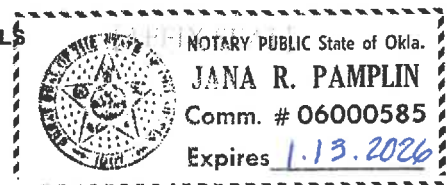
Subscribed & sworn before me this 24 day of September, 2024

Jana R. Pamplin
Notary Public

My Commission expires: 1.13.2026

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11

FORM REVISED 2/14/22





CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

RFPCCL 25-004
Contract Number

Chris Bartlett
Name of Contractor (Print)

9-24-24
Date


Signature, Member of Firm or Officer of Corporation

Title

Bid Form

Management and Operation of Ralph's Resort to include
located at Lake Ellsworth

Company Name: _____

Company Representative: Chris Bartlett

Company Address: 133 NE Resort Circle
Elgin, OK 73538

Company Phone: 405-833-7768

Total Amount of Proposal: \$ 1,500/yr + 3% of Sales

Attach proposal, business plan, business resume, and certificates/licenses per RFP

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation.
Creating leadership and opportunity for southwest Oklahoma.

CHRIS W. BARTLETT, JR.

133 NE Resort Circle
Elgin, OK 73538
405 – 833 – 7768
cwb405@gmail.com

SUMMARY

I wish to acquire this contract, where I can utilize my customer service, sales and technical background to grow Ralph's Resort into a premier retail store for sportsmen and lake-goers.

COMPUTER SKILLS

Proficient in Microsoft Word, Excel, Power Point, Outlook, QuickBooks, ProCore, Adobe Illustrator and Photoshop.

WORK EXPERIENCE

January 2023 to Present
Larrance Steel
102 SE B Ave, Lawton, OK 73501
Structural Steel Estimator

As an Estimator, I am responsible for seeking construction projects to bid on, reading construction plans and extracting data to calculate the total cost.

January 2016 to Present
Ralph's Resort
Elgin, OK

I hold a unique role in the company by being the step-son of the owner, Steve Perry. I fill in to run the sales counter when needed. I am responsible for all things security and technical, i.e. security systems, internet, Information Technology, etc. I also assist with grounds maintenance, mowing, dock repairs, fishing tournaments, tenant events and other needs as they arise.

March 2019 – January 2023
Chiefs Smokin' Icehouse
Lawton, OK
Technical and Systems Manager

I held a multi-faceted role in the company that operated several fast-paced entities. Of which I provided technical support and worked with our Vendors to create streamlined processes for each of the 4 Chiefs Smokin' Icehouse convenience stores.

July 2016 to March 2019
Farmers Insurance – Chris Bartlett Agency
101 South Broadway, Tecumseh, OK 74873
Owner/Agent

As a self-employed Agent, I am responsible for the day-to-day operations and sales, to maintain the profitability of my agency. Responsibilities include, Daily reports, Marketing, Accounts payable & receivable, payroll, customer service and client account maintenance.

October 2008 to January 2016
Pilot Thomas Logistics
4005 NW Expressway, OKC, OK 73116
AMP Technical Services Manager

Supervising 8 to 10 employees daily, Record keeping in the form of employee safety records and safety training, customer oil analysis reports to maintain compliance with the EPA, employee smart drive software and video to ensure safe driving, and employee weekly progress reports to monitor workflow. Also, managed employee DOT compliance and regulations as well as assisted customers in developing and maintaining their own oil analysis and asset management programs.

VOLUNTEER EXPERIENCE

2002 – Present	Oklahoma Freemason – India 551 Lodge
2003 – Present	Scottish Rite Masons of Oklahoma – Guthrie Chapter
2003 – Present	Shriners International – India Shrine
2019 – Present	Co-Founder/Director – DND Charities, Inc.

EDUCATION

Oklahoma State University
Oklahoma City Campus
Major: Fire Science
Not Graduated

Mustang High School
Graduated: May 1996

PERSONAL REFERENCES

Dustin Underwood – 405.441.9105
Operations Manager – Texas Fueling Services, Oklahoma Division

Matt Beamesderfer – 580.678.1013
Owner – Beames Electric

Corey Freeman – 580.695.1988

BUSINESS PLAN

**Attention:
City of Lawton
City Clerk's Office
212 SW 9th Street
Lawton, OK 73501**

Ralph's Resort

263 NE Resort Rd, Elgin, OK 73538, USA

Prepared by
Chris W. Bartlett, Jr

September 24, 2024

Executive Summary

The Company

Ralph's Resort is a small family business that sells bait, tackle, and snacks. We will also manage 21 rental sites, 2 fishing docks and 1 boat slip dock.

The Ownership

The Company will be structured as a limited liability company (L.L.C.).

The Management

The Company will be managed by Chris W Bartlett, Jr.

The Goals and Objectives

Ralph's Resort aims to accomplish the following goals and objectives: to add more items in the product line, such as custom fishing rods, a better selection of bait and tackle; Make store improvements to include a restroom, food and gas; and to realize annual growth of approximately 35% after two years and approximately 15% every year thereafter.

The Products and Services

Ralph's Resort has an extensive product line of bait, tackle, snack and miscellaneous marine items. As well as RV rental sites, wet slips, and pay-by-the-day fishing docks.

The Target Market

The Company 's target market has the following characteristics:

- Other: Adventurers, Boat Owners, Fishermen, Hunters, Families.

Pricing Strategy

The Company will use an economy pricing strategy.

Business Plan - Ralph's Resort

The Company

Business Sector

The Member would like to start a business in the retail sector.

Company Background

Ralph's Resort is a small family business that sells bait, tackle, and snacks. We will also manage 21 rental sites, 2 fishing docks and 1 boat slip dock.

Company Goals and Objectives

Ralph's Resort aims to accomplish the following goals and objectives: to add more items in the product line, such as custom fishing rods, a better selection of bait and tackle; Make store improvements to include a restroom, food and gas; and to realize annual growth of approximately 35% after two years and approximately 15% every year thereafter.

Company Ownership Structure

The Company will be structured as a limited liability company (L.L.C.).

Ownership Background

- Member: Chris W Bartlett, Jr

Experience and training: Chris Bartlett is the Grandson of John S. Perry, who assumed the Ralph's Resort lease from the City of Lawton in 1979. Chris has grown up in the business and on the lake. He continues to be involved in his family's business to this day.

Company Management Structure

The Company will be managed by Chris W Bartlett, Jr.

The Products and Services

The Products and Services

Ralph's Resort has an extensive product line of bait, tackle, snack and miscellaneous marine items. As well as RV rental sites, wet slips, and pay-by-the-day fishing docks.

Future Products and Services

Ralph's Resort aims to expand its product line with custom made fishing rods, bait and tackle to target the anglers currently competing in tournaments on Lake Ellsworth, as well as adding kayak, canoe and camping gear.

Marketing Plan

The Target Market

The Company 's target market has the following characteristics:

- Other: Adventurers, Boat Owners, Fishermen, Hunters, Families.

Location Analysis

Ralph's Resort is located just feet away from the shore of Lake Ellsworth and boat ramp.

Pricing

The Company will use an economy pricing strategy.

Advertising

The Company will promote the business through:

- Online channels (website, Google ads, etc.);
- Email marketing (newsletters, brand story, etc.);
- Social media; and
- Print (magazines, flyers, etc.).

Operations

Staffing

The Company will employ one full-time employee in the initial startup phase with future growth to provide employment opportunities for the community.

9-24-2024

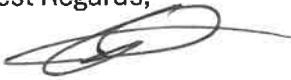
City of Lawton
City Clerk's Office
212 SW 9th Street
Lawton, OK 73501

RE: Request receipt Bid Results and Award of Contract

To whom it may concern,

I, Chris W. Bartlett, Jr, respectfully request the emailed receipt of the Bid results and contract award for RFPCL25-004, to email address cwb405@gmail.com.

Best Regards,

A handwritten signature in black ink, appearing to read "Chris W. Bartlett, Jr.", with a long horizontal flourish extending to the right.

Chris W. Bartlett, Jr.

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: deaven.newell@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: August 12, 2024	Date(s) Advertised: August 15, 2024	No Proposals Received After: September 25, 2024 2:00 P.M.	
Proposal Number and Title: RFPCL25-004 Management and Operations of Ralph's Resort Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until:	
Bid Openings are held at Lawton City Hall 2nd Floor Conference Room 212 SW 9th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: Michael C Greer		Reason for No Proposal:	
Mailing Address: Apache, OK 73006			
City: Apache State: OK Zip: 73006	Delivery:		
Area Code and Phone Number: 580-353-9769	Email Address: Michaelgreer1812@gmail.com		
Federal Employer Identification Number or Social Security Number			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF OKlahoma COUNTY OF Cumache, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Michael C Greer

SIGNATURE OF AUTHORIZED AGENT

Michael C Greer

PRINT/TYPE NAME/TITLE

Firm: _____

Address: _____

Subscribed & sworn before me this 17 day of September, 2024.

(City, State, Zip)

Vanessa Sanchez

Notary Public

My Commission expires: 9-10-25

Phone: _____

**CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11**





CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

Contract Number

Michael C Greer

Name of Contractor (Print)

Date

[Signature]

Signature, Member of Firm or Officer of Corporation

Title

Bid Form

Management and Operation of Ralph's Resort to include
located at Lake Ellsworth

Company Name: M + H Consulting

Company Representative: Michael Greer

Company Address: 16568 NW. Allison Rd.
Apache, OK 73006

Company Phone: 580-353-9769

Total Amount of Proposal: \$ 4,000.00 Annual + 5% of profit

Attach proposal, business plan, business resume, and certificates/licenses per RFP

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation.
Creating leadership and opportunity for southwest Oklahoma.

Ralph's Resort



Overview:

My proposal is to lease Ralph's Resort For 1-5 yr term with the possibility of 3 consecutive 5 yr term to follow. I would like to take over Ralph's just the way it is and over the next several years incorporate various items and concessions to improve gross revenue. Outlined below are various items and concessions, as well as viable rental plans I plan to put into place immediately as funds are available.

Items to obtain:

1. Food Handlers License
2. Beer and Wine License
3. L.L.C.

Products for Sale:

1. Assorted Fishing Rods, Reels, Tackle, Live baits including Minnows & Worms
2. Hamburgers, Hot Dogs, and Various Grilled Sandwiches and Meats - (Via use of the existing vent hood and griddle.)
3. Chips, Snacks, Various Drinks, Candies, Ice Cream and Misc. on the go foods.
4. Assorted Beer and Wine Coolers
5. Everyday Necessities such as RV Essentials, Grilling Supplies, Cleaning Supplies, Dry Goods and Condiments.
6. Marine Batteries.

Items to Rent:

1. Battery Chargers for Boats and Vehicles.
2. Volleyball Nets and Balls.
3. Horseshoes and Stakes.
4. Cornhole Games.
5. Life Jackets.

Possible Additions I would like to incorporate over the next few years.

1. Erect a 92" screen to view pay per view movie and event on.
2. Install a covered drive through window.
3. Update Pavilion, Paint Seating Areas, Repair Doc Lighting, Install outside surround sound and Repair Picnic Areas.
4. Provide Boat rentals and Storage.
5. Update surrounding Ralph' Resort signage.
6. Possibly expand Ralph's Property to the west and add more RV Rental Slots.

Everything I,ve mentioned in this proposal will be at no expense to the city at any time. If awarded this lease for the first 5 yr. term I'm offering 4,000.00 a year and 5% of all profit after all Overhead has been squared away. If additional lease are awarded in the future pricing can be renegotiated.

Michael C Greer
16568 Nw. Allison Rd.

Apache Ok. 73006

580-353-9769.

Michaelgreer1812@gmail.com

City of Lawton REQUEST FOR PROPOSALS

MAIL SEALED PROPOSALS TO: City Clerk City of Lawton 212 SW 9 th Street Lawton, OK 73501		DIRECT INQUIRIES REGARDING FORMS: deaven.newell@lawtonok.gov ACCEPTING ELECTRONIC BIDS ON: www.bidnetdirect.com/oklahoma/cityoflawton	
Date Proposal Typed: August 12, 2024	Date(s) Advertised: August 15, 2024	No Proposals Received After: September 25, 2024 2:00 P.M.	
Proposal Number and Title: RFPCL25-004 Management and Operations of Ralph's Resort Requirements-type Proposal: <input checked="" type="checkbox"/> yes <input type="checkbox"/> no		Proposal valid until:	
Bid Openings are held at Lawton City Hall 2 nd Floor Conference Room 212 SW 9 th Street Lawton, OK 73501 @ 2:00 pm			
Vendor Name and Point of Contact: <i>Schoolhouse Slough Convenience Store</i>		Reason for No Proposal:	
Mailing Address: <i>P.O. Box 878</i>			
City: <i>Cache OK</i>	State: <i>OK</i>	Zip: <i>73527</i>	Delivery:
Area Code and Phone Number: <i>580 917 3294</i>		Email Address: <i>Schoolhouseslough@gmail.com</i>	
Federal Employer Identification Number or Social Security Number <i>99-1646748</i>			

THIS PROPOSAL INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche, of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the bidder/vendor and/or contractor submitting the competitive bid and executing the contract which is attached to this statement, and that as such agent Affiant has the authority to bind the bidder/vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into said agreement, and for certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; 2. Affiant is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids; 3. Neither the bidder/vendor nor anyone subject to the bidder/vendor's direction or control has been a party: a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the contract to which his statement is attached. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the bidder herein, and to indemnify and hold harmless the City of Lawton its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Schoolhouse Slough Convenience Store LLC *Juan J. Rodriguez*
 Address: P.O. Box 878 *Juan J. Rodriguez*
Cache, OK 73527 *Owner/Operator*
 (City, State, Zip) *PRINT/TYPE NAME/TITLE*

Phone: 580 917 3294

Subscribed & sworn before me this 25th day of September, 2024.
[Signature]
 Notary Public
 My Commission expires: 4-14-27

CONDITIONS FOR SUBMITTING PROPOSALS
PAGE 1 OF 11



AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$25,000.00
CITY OF LAWTON, STATE OF OKLAHOMA

STATE OF Oklahoma

SS

COUNTY OF Comanche

The undersigned (architect, contractor, supplier or engineer), of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the (work, services or materials) will be (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he has made no payment directly or indirectly to any elected official, officer or employee of the City of Lawton, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order.



Schoolhouse Slough Convenience Store LLC
Business Name / Contractor Name

Juan J. Rodriguez
Signed

Print : Juan J. Rodriguez

Attested to before me this 25th day of September 2024.

Sarah Nunley
Notary Public

My Commission Expires 4-14 2027.

NOTE: Copy of this Affidavit must be attached to any invoice submitted by an architect, contractor, or engineer or supplier for work, services, or materials completed or supplied under the terms of the contract or contracts in excess of \$25,000.00.



CITY OF LAWTON
212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3500

CONTRACTOR'S CERTIFICATE OF COMPLIANCE
WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT

In accordance with the provisions of this Contract relating to non-discrimination, it is hereby certified that I/we have complied with the provisions of Section 10-1-112 of the Code of Ordinances of the City of Lawton in the performance of any work in connection with this Contract.

RFP CL25-004

Contract Number

Schadhouse Slough
Convenience Store LLC

Name of Contractor (Print)

09/25/2024

Date

Juan A. Rodriguez

Signature, Member of Firm or Officer of Corporation

Owner / Operator

Title

Bid Form

Management and Operation of Ralph's Resort to include
located at Lake Ellsworth

Company Name: Schoolhouse Slough Convenience Store LLC

Company Representative: Juan J. Rodriguez

Company Address: P.O. Box 878
Cache, OK 73527

Company Phone: Bus 580 ~~580~~ ⁵⁰⁹⁻²⁶⁶³ Cell (580) 917-3294

Total Amount of Proposal: \$ 5% after the first \$75,000.00 collected
From Gross Sales and Lease Payments received

Attach proposal, business plan, business resume, and certificates/licenses per RFP

I currently have the Lease for Schoolhouse Slough Convenience Store
I hold ABLE License for the store and Personal License.

5 Year Plan

- year 1
 - Acquire control of all current leases
 - Acquire control of Temporary campsites @ Ralph's Resort (currently #s 9-19)
- year 2
 - Install water Lines for Temporary Sites
 - Start providing common convenience store Food options
- year 3
 - Submit Plan to the City of Lawton to build more boat stalls potentially w/ Longer Lease.
- year 4
 - Repair/Rebuild current wet slips
- year 5
 - Repair/Improve Fishing Marinas.

Providing efficient, effective, and responsive service. Promoting a quality of life based on harmony and cooperation.
Creating leadership and opportunity for southwest Oklahoma.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2102

Agenda Date: 11/12/2024

Agenda No: 13.

ITEM TITLE:

Consider accepting a donation in the amount of \$10,000.00 from the Cancer Centers of Southwest Oklahoma in appreciation for the City's continued support of the Spirit of Survival running and bicycling event.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Ratliff, City Manager

BACKGROUND: The Spirit of Survival event returned on October 5th and October 6th, 2024, with biking and running/walking events for all ages. The Spirit of Survival is a City co-sponsored event, however the Cancer Centers of Southwest Oklahoma, in appreciation of the support provided to this event by the City of Lawton has offered to donate \$10,000.00.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Accept a donation in the amount of \$10,000.00 from the Cancer Centers of Southwest Oklahoma in appreciation for the City's continued support of the Spirit of Survival running and bicycling event.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2025

Agenda Date: 11/12/2024

Agenda No: 14.

ITEM TITLE:

Consider an ordinance pertaining to Administration, amending Section 2-3-9-362, and creating Section 2-3-9-366 and Section 2-3-9-367, Division 2-3-9, of Article 2-3, Chapter 2, Lawton City Code, 2015, relating to Boards, Commissions, and Committees by changing membership requirements for the Youth and Family Affairs Committee, establishing the process for the appointment of a chairperson, providing requirements for Youth and Family Affairs grant applicants, and clarifying the roll of the City of Lawton's internal auditor in the Youth and Family Affairs grant process; providing for severability; providing for codification and establishing an effective date.

INITIATOR: Councilperson Mary Ann Hankins and Councilperson Bob Weger

STAFF INFORMATION SOURCE: Cynthia Williams, Internal Auditor

BACKGROUND: If approved, this ordinance will revise the code governing the Youth and Family Affairs Committee (YFAC) to change its composition to up to 4 Councilmembers, with the remainder being Lawton citizens, and require a balance of expertise in business, financial management, and social services. The Mayor will appoint the Chair annually. The ordinance also updates grant regulations, including detailed budget submissions, a graduated matching funds structure, reimbursement-based disbursements, and a \$35,000 annual cap per applicant. New salary restrictions, mandatory training, stricter compliance reviews, and audits will be enforced by the City's Internal Auditor, with penalties for noncompliance or misuse of funds.

EXHIBIT: Ordinance 24-

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the ordinance, waive the reading of the ordinance, and read the title only.

ORDINANCE NO. 24-

AN ORDINANCE PERTAINING TO ADMINISTRATION, AMENDING SECTION 2-3-9-362, AND CREATING SECTION 2-3-9-366 AND SECTION 2-3-9-367, DIVISION 2-3-9, OF ARTICLE 2-3, CHAPTER 2, LAWTON CITY CODE, 2015, RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES BY CHANGING MEMBERSHIP REQUIREMENTS FOR THE YOUTH AND FAMILY AFFAIRS COMMITTEE, ESTABLISHING THE PROCESS FOR THE APPOINTMENT OF A CHAIRPERSON, PROVIDING REQUIREMENTS FOR YOUTH AND FAMILY AFFAIRS GRANT APPLICANTS, AND CLARIFYING THE ROLL OF THE CITY OF LAWTON'S INTERNAL AUDITOR IN THE YOUTH AND FAMILY AFFAIRS GRANT PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THAT;

Section 1. Section 2-3-9-362 is hereby amended to read as follows:

2-3-9-362 Members—Term of office.

- A. Prior to December 17, 2021, the membership of the committee shall consist of nine (9) members, one of whom shall be a member of the city council and the other eight (8) shall be non-councilmembers. The non-councilperson members of the committee shall be residents of the City of Lawton who have been determined to have specific qualifications to study and evaluate opportunities for youth of all ages in the city to develop life and career enhancing skills and avoid involvement in the criminal justice system. The councilperson on the committee, as a member of the city council, shall also be a resident of the City of Lawton. Members shall be nominated to serve on the committee by the mayor and confirmed by the city council.
- B. Effective December 17, 2021, the membership of the committee shall consist of nine (9) members, ~~two (2) of whom shall be members of the city council and the other seven (7) shall be non-councilmembers~~ composed of a combination of Councilmembers and citizens. The number of Councilmembers shall be less than a quorum, with the remaining members being citizens of Lawton. The non-councilperson members of the committee shall be residents of the City of Lawton who have been determined to have specific qualifications to study and evaluate opportunities for youth of all ages in the city to develop life and career enhancing skills and avoid involvement in the criminal justice system. The councilpersons on the committee, as members of the city council, shall also be residents of the City of Lawton. The committee will include individuals with balanced expertise in business, financial

management, and social services. Members shall be nominated to serve on the committee by the mayor and confirmed by the city council.

- C. Initially, individuals nominated and confirmed as members 1, 2 and 3 on the committee shall serve a one-year term; individuals nominated and confirmed as members 4, 5 and 6 on the committee shall serve a two-year term; individuals nominated and confirmed as members 7, 8 and 9 on the committee shall serve a three-year term. The December 17, 2021 requirement for a second council member to serve on the committee will be for the third committee member position. The individual serving in the third member position on December 16, 2021, if anyone, will cease to do so on December 17, 2021. The third member position will thereafter be filled by a council member. Said second council member shall initially join committee members 1 and 2 by serving the remaining time left on the initial one-year term with those members. Thereafter, each individual nominated and confirmed to serve on the committee shall serve a term of three (3) years or until a successor is named, whichever occurs first. Appointments to fill any vacancy on the committee shall, following a nomination by the mayor, be confirmed by majority vote of the city council, with the individual so appointed to serve the remainder of the unexpired term of office. Filling an unexpired term shall not constitute a full term toward the below-referenced two-term limitation. The ninth and third committee member positions listed above shall be the positions reserved for the city councilpersons appointed to the committee.
- D. No member shall serve more than two (2) successive three-year terms. However, a member, after serving two (2) full three-year terms, may serve again after remaining inactive for a calendar year.
- E. Members who miss three (3) consecutive meetings without being excused shall automatically cease to serve on the committee.
- F. Members who fail to maintain their residency in the City of Lawton shall automatically cease to serve on the committee.
- G. Should the council member serving on the committee cease to serve on the city council, that member shall also automatically cease to serve on the committee at the time they cease being a member of city council.
- H. Any member of the committee may be removed at any time by a majority vote of the city council, with cause.
- I. The Chairperson of the Youth and Family Affairs Committee shall be appointed annually by the Mayor of the City of Lawton. The appointment of the Chairperson will occur at the beginning of each calendar year, with the term lasting for one (1) year or until a successor is elected. In the event that the appointed Chairperson steps down prior to the completion of their term, the Mayor shall appoint a replacement to serve for the remainder of the unexpired term.

Section 2. Section 2-3-9-366 is hereby created to read as follows:

SECTION 2-3-9-366: Youth And Family Affairs Committee Grant Application Requirements

The following provisions govern the application, administration, and disbursement of grants under the Youth and Family Affairs Committee (YFAC) program. These requirements are designed to ensure the proper and lawful use of funds, accountability of recipients, and the successful implementation of eligible programs aimed at developing life and career enhancing skills for the youth of Lawton while helping them avoid involvement in the criminal justice system.

A. **Application Process Deadlines:** To facilitate effective budgeting, the Youth and Family Affairs Committee (YFAC) shall establish a specified grant application period to secure funding for each fiscal year.

1. The grant application period shall commence on the first business day of December and remain open until the last business day of January.
2. YFAC shall review, approve, deny, or modify funding applications and submit a proposed budget for the upcoming fiscal year no later than April 1st each year.
3. Upon approval of the proposed budget, YFAC may begin presenting funding agreements to the City Council, with all agreements to be submitted no later than the final City Council meeting in June of each year.
4. Successful applicants will receive an official award date after the funding agreement is fully approved, executed by all parties, and a Notice to Proceed is issued by the City of Lawton. Only expenses incurred between the official award date and the termination date specified in the agreement will be eligible for reimbursement.

B. **Program Budget Submission:** All grant applicants must submit a comprehensive program budget as part of the application process. The budget must outline all anticipated program expenses, including but not limited to operational costs, personnel, materials, and overhead. The City reserves the right to request additional documentation or clarification regarding any budgeted items. Any discrepancies between the submitted budget and actual expenditures may result in a reduction or denial of reimbursement.

C. **Grant Matching Requirements:** The grant follows a graduated matching funds structure over a three-year period. In the first year, applicants are required to provide 20% of the program's total cost, with the grant covering up to 80% of eligible expenses. In the second year, applicants must provide 40% of the program's total cost, with the grant covering up to 60%. In the third year, applicants must provide 60% of the total program cost, and the grant will cover up to 40%. This graduated structure encourages sustainability and reduced reliance on city funds over time.

D. **Reimbursement-Based Disbursement:** All grants are disbursed on a reimbursement basis only. Recipients must submit detailed claim forms, accompanied by verifiable proof of purchases (such as receipts or invoices), to receive reimbursement for incurred expenses. Advance payments will not be provided under this program. Failure to provide adequate documentation may result in denial or delay of reimbursement.

- E. **Annual Funding Cap:** The maximum grant awarded to any applicant is limited to \$35,000.00 per fiscal year, regardless of the total program cost or the applicant's ability to raise matching funds.
- F. **Salary and Wage Limitations:** The portion of grant funds used to pay salaries or wages for program staff shall not exceed a pre-determined percentage of the total program cost. This percentage shall be set by the City at the time of application, based on the nature of the program and the total amount of the grant request. The purpose of this limitation is to ensure that the majority of grant funds are used for direct program expenses and services.
- G. **Eligible Matching Contributions:** Matching contributions may include rent, salaries, program materials, and utilities directly related to the program. In-kind contributions may also be considered, provided they are properly documented and substantiated to reflect their fair market value.
- H. **Compliance with Prior Year Obligations:** Applicants who received grant funding in prior years must be in full compliance with all reporting requirements, conditions, and audits. Noncompliance with prior obligations, including unresolved audits or unsubmitted reports, will result in disqualification from current-year funding.
- I. **Expenditure Restrictions:** Grant funds must be used solely for expenses approved in the grant application. Any deviation from the approved budget must receive prior written authorization from the City. Unauthorized use of funds for unapproved expenses is prohibited and may result in penalties, including reimbursement of funds and disqualification from future funding opportunities.
- J. **Mandatory Training:** All grant applicants and administrators are required to complete mandatory training sessions on the grant application and administration process. These sessions will cover topics such as eligibility requirements, financial reporting, outcome-based reporting, and compliance. Failure to attend the training will result in disqualification from the grant process.
- K. **General Accounting Standards:** All applicants for grant funding shall adhere to generally accepted accounting principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB) or other relevant governing bodies. Grant recipients shall maintain accurate and complete records of all transactions related to the use of grant funds for a minimum of five (5) years following the end of the grant period and shall make all records available for inspection upon request by the City of Lawton.
- L. **Limitation on Cash Use:** Grant funds shall not be used for cash-based transactions, except in cases where non-cash payment methods are demonstrably impractical or unavailable. Any cash transaction must be fully documented with receipts and a clear statement of purpose, demonstrating the necessity of cash use.
- M. **Sanctions for Misuse of Funds and Noncompliance:** Misuse of funds, submission of fraudulent claims, or failure to comply with audits will result in severe penalties. Penalties

may include disqualification from future funding, demands for reimbursement of improperly used funds, and referral for criminal prosecution as allowed by law. Any irregularities found in audits or failure to provide requested documentation may result in immediate termination of funding and potential legal action.

- N. **Limitations on Multiple Sources of City Funding:** No applicant shall be eligible to receive funding from more than one city program, fund, or grant source within the same fiscal year. Applicants are required to disclose any additional sources of city funding received or applied for during the current fiscal year.
- O. **Outstanding Financial Obligations:** Applicants with outstanding debts or financial obligations to the City of Lawton, including unpaid taxes, fines, or fees, are ineligible to apply for or receive grant funding until such obligations are fully resolved.

Section 3. Section 2-3-9-367 is hereby created to read as follows:

Section 2-3-9-367: Duties Of The City Of Lawton Internal Auditor In The Youth And Family Affairs Committee Grant Process

- A. **General Responsibilities:** The City of Lawton's Internal Auditor, hereinafter referred to as "Internal Auditor," shall be responsible for ensuring the proper oversight, compliance, and fiscal integrity of the Youth and Family Affairs Committee (YFAC) grant process. The Internal Auditor shall act as an independent party to verify that all grant-related activities are conducted in accordance with applicable City ordinances, policies, and state and federal laws governing municipal grants.
- B. **Mandatory Pre-Application Training Coordination:** The Internal Auditor shall be responsible for coordinating the mandatory pre-application training for all prospective grant applicants. This training shall cover the requirements and guidelines for the YFAC grant process, including but not limited to the application procedures, financial documentation standards, compliance expectations, and allowable expenditures. The Internal Auditor shall ensure that the training is conducted annually and shall provide resources and materials necessary to facilitate the training effectively. Attendance at this training shall be a prerequisite for any organization or individual seeking to apply for YFAC grant funding.
- C. **Pre-Award Financial Review:** Prior to the disbursement of any YFAC grant funds, the Internal Auditor shall conduct a comprehensive financial review of the grant applicants, which shall include, but is not limited to:
 - 1. **Verification of Financial Documentation:** Ensuring that all financial documentation submitted with the grant application, including budgets and matching fund declarations, are accurate, complete, and comply with the financial guidelines established by the City.
 - 2. **Assessment of Prior Year Compliance:** Reviewing the applicant's performance

in previous grant cycles (if applicable) to confirm compliance with reporting obligations, reimbursement protocols, and any audit requirements.

3. **Debt and Liability Verification:** Confirming that the applicant does not have any outstanding debts, financial obligations, or unresolved financial discrepancies with the City of Lawton.

D. Post-Award Audit and Compliance Monitoring: The Internal Auditor shall monitor and audit all YFAC grant recipients throughout the duration of the grant to ensure proper use of funds and adherence to the approved budget and grant conditions. The duties of the Internal Auditor shall include, but are not limited to:

1. **Ongoing Financial Audits:** Conducting periodic audits of grantee financial records, including invoices, receipts, and other documentation, to ensure that funds are being expended in compliance with the approved grant application and the provisions of City Code.
2. **Verification of Reimbursement Claims:** Reviewing and verifying all claims for reimbursement submitted by the grant recipients to ensure that such claims are properly documented and in accordance with the reimbursement-only policy of the YFAC grant program.
3. **Expenditure Compliance:** Ensuring that funds are being used exclusively for the purposes outlined in the approved application and flagging any unauthorized expenditures for further investigation.
4. **Audit Discrepancies:** Reporting any discrepancies, irregularities, or misuse of funds to the City Council, City Manager, and the Youth and Family Affairs Committee for corrective action, including the possible initiation of civil or criminal proceedings.

E. Annual Report and Recommendations: At the close of each fiscal year, the Internal Auditor shall submit a comprehensive report to the City Council, City Manager, and the Youth and Family Affairs Committee, detailing the following:

1. **Grant Compliance Summary:** A summary of the compliance status of each grant recipient, noting any issues related to misuse of funds, noncompliance with audit requests, or other violations of grant requirements.
2. **Audit Findings:** Detailed findings from financial audits conducted during the fiscal year, including any corrective actions taken or recommended against grant recipients found to be in violation of City ordinances or grant terms.
3. **Recommendations for Process Improvements:** Recommendations for policy or procedural changes that will improve the integrity, efficiency, and accountability of the YFAC grant process in future fiscal years.

F. Corrective Actions and Enforcement: Upon identifying any noncompliance or irregularity in the grant process, the Internal Auditor shall:

1. **Notice of Violation:** Provide written notice to the grant recipient, detailing the violation and corrective actions required to remedy the issue within a specified timeframe.
2. **Suspension of Grant Funds:** If the recipient fails to correct the identified issue within the specified timeframe, the Internal Auditor, in coordination with the City Manager and City Attorney, shall have the authority to recommend the suspension of grant funds pending further investigation.
3. **Referral for Legal Action:** In cases of egregious misuse of funds, fraud, or failure to comply with corrective actions, the Internal Auditor shall refer the matter to the City Attorney for appropriate legal action, including the pursuit of civil or criminal penalties as provided by law.

G. Collaboration with the Youth and Family Affairs Committee: The Internal Auditor shall maintain open lines of communication with the Youth and Family Affairs Committee throughout the grant process. This includes providing the Committee with updates on audit findings, compliance issues, and any other matters related to the financial integrity of the grant program. The Internal Auditor shall also provide support and guidance to the Committee in evaluating the financial aspects of grant applications.

H. Confidentiality and Impartiality: In conducting all duties related to the YFAC grant process, the Internal Auditor shall ensure that all financial reviews, audits, and investigations are conducted impartially and confidentially. All findings and reports shall be based solely on objective financial data and evidence, without influence from political or personal considerations.

Section 4. Codification. Section 2-3-9-366 and Section 2-3-9-367 shall be codified in Division 2-3-9 of Article 2-3, Chapter 2, Lawton City Code, 2015.

Section 5. Severability Clause. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 6. Effective Date. The Provisions of this ordinance shall become effective thirty (30) days after the passage of the ordinance.

ADOPTED AND APPROVED by the Council of the City of Lawton, Oklahoma, this ____ day of October, 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ___ day of October, 2024.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO. 24-

AN ORDINANCE PERTAINING TO ADMINISTRATION, AMENDING SECTION 2-3-9-362, AND CREATING SECTION 2-3-9-366 AND SECTION 2-3-9-367, DIVISION 2-3-9, OF ARTICLE 2-3, CHAPTER 2, LAWTON CITY CODE, 2015, RELATING TO BOARDS, COMMISSIONS, AND COMMITTEES BY CHANGING MEMBERSHIP REQUIREMENTS FOR THE YOUTH AND FAMILY AFFAIRS COMMITTEE, ESTABLISHING THE PROCESS FOR THE APPOINTMENT OF A CHAIRPERSON, PROVIDING REQUIREMENTS FOR YOUTH AND FAMILY AFFAIR GRANT APPLICANTS, AND CLARIFYING THE ROLL OF THE CITY OF LAWTON'S INTERNAL AUDITOR IN THE YOUTH AND FAMILY AFFAIRS GRANT PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND ESTABLISHING AN EFFECTIVE DATE.

Brief Gist

This ordinance pertains to the Youth and Family Affairs Committee, adjusting its membership criteria to include both Councilmembers and citizens with expertise in business, financial management, and social services. It establishes a procedure for appointing a chairperson and sets specific criteria for grant applicants requesting funding through the Youth and Family Affairs Committee. Additionally, it clarifies the role of the City of Lawton's Internal Auditor in the grant process.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2127

Agenda Date: 11/12/2024

Agenda No: 15.

ITEM TITLE:

Consider approving an ordinance pertaining to Administration, amending Section 2-1-1-102, Division 2-1-1, Article 2-1, Chapter 2, Lawton City Code, 2015, relating to meetings of the council, by updating the time of council meetings to 6:00 pm to reflect the current meeting time, providing for severability and establishing an effective date.

INITIATOR: John Andrew, City Attorney

STAFF INFORMATION SOURCE: John Andrew, City Attorney

BACKGROUND: As discussed during the November 5th City Council meeting, Council currently meets at 6:00 pm. The change updates City Code to reflect current meeting time of 6:00 pm, as opposed to the 2:00 pm time currently in City Code. Meeting time is scheduled to be re-evaluated in February of 2025.

EXHIBIT: Ordinance 24-

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve Ordinance 24-____, waive the reading of the ordinance, read the title only.

ORDINANCE NO 24-

AN ORDINANCE PERTAINING TO ADMINISTRATION, AMENDING SECTION 2-1-1-102, DIVISION 2-1-1, ARTICLE 2-1, CHAPTER 2, LAWTON CITY CODE, 2015, RELATING TO MEETINGS OF THE COUNCIL, BY UPDATING THE TIME OF COUNCIL MEETINGS TO 6:00 PM TO REFLECT THE CURRENT MEETING TIME, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LAWTON, OKLAHOMA THAT:

Section 1. Section 2-1-1-102 is hereby amended to read as follows:

2-1-1-102 – Meetings of the council.

A. Pursuant to the provisions of Section 2-7 of the Charter, regular meetings of the council shall be held in council chambers at city hall on the second and fourth Tuesdays of each month, beginning at ~~2:00~~ 6:00 P.M. Provided, however, that the council may, by resolution, reschedule any of its regularly scheduled meetings. Special meetings of the council shall be called in accordance with the provisions of the Charter.

B. Pursuant to Section 2-11 of the Charter, the standard time for the adjournment of regular meetings of the council shall be 11:00 P.M. The council may, by majority vote of those present, extend this time of adjournment; but in no event shall any regular meeting of the council extend past 12:00 midnight on the day of the meeting.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 3. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after the date of passage of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this ____ day of _____ 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2024.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO 24-

AN ORDINANCE PERTAINING TO ADMINISTRATION, AMENDING SECTION 2-1-1-102, DIVISION 2-1-1, ARTICLE 2-1, CHAPTER 2, LAWTON CITY CODE, 2015, RELATING TO MEETINGS OF THE COUNCIL, BY UPDATING THE TIME OF COUNCIL MEETINGS TO 6:00 PM TO REFLECT THE CURRENT MEETING TIME, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance changes the time of city council meetings from 2:00 pm to 6:00 pm to reflect current meeting time.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this ____ day of _____, 2024.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2024.)



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2124

Agenda Date: 11/12/2024

Agenda No: 16.

ITEM TITLE:

Receive a presentation and consider accepting the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2023, as presented by FORVIS-MAZARS,LLP.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: The public accounting firm of FORVIS-MAZARS, LLP, as engaged by the City, has completed the fiscal year 2022-2023 audit of the City of Lawton's financial statements.

EXHIBIT: The financial statements and audit report for fiscal year ended June 30, 2023, will be on file in the City Clerk's Office and distributed to the Mayor/Councilmembers immediately upon receipt.

KEY ISSUES: None.

FUNDING SOURCE: None.

STAFF RECOMMENDED COUNCIL ACTION: Accept the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2023.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 23-991

Agenda Date:

Agenda No: 17.

ITEM TITLE:

Provide City Council with an update on the FY 2023 and FY 2024 Audit Process.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: In accordance with the True North Culture Statement by adhering to transparency and Trust, Provide an update to City Council on the progress of the FY 2022 and the FY 2023 audit process.

EXHIBIT: None

KEY ISSUES: How is staff progressing on the FY 2023 & 2024 Audits

FUNDING SOURCE: Report only no funding required.

STAFF RECOMMENDED COUNCIL ACTION: Report only no action required.



City of Lawton

Lawton City Hall
212 SW 9th Street
Lawton, Oklahoma
73501-3944

Commentary

File #: 24-2100

Agenda Date: 11/12/2024

Agenda No: 18.

ITEM TITLE:

Receive a report from staff on Short Term Rentals.

INITIATOR: Judy Franco, IT Director

STAFF INFORMATION SOURCE: Charlotte Brown, Community Services Director & Judy Franco, IT Director

BACKGROUND: Staff will present a report on the process of hotel/motel tax for short term rentals.

EXHIBIT: None.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Receive a report from staff on Short Term Rentals.