



City of Lawton

City Council

Agenda

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

Tuesday, February 25, 2025

6:00 PM

Lawton City Hall
Council Chambers/Auditorium

MEETING CALLED TO ORDER WITH INVOCATION, FOLLOWED BY THE 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:

Employee Spotlight Award: Derek Stanfield, Street and Traffic Control Division-Public Works

PROCLAMATION:

Developmental Disabilities Awareness Month

Women's History 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 approving one (1) damage claim (recommended for approval) and authorizing payment for Reginald and Tatjana Harris in the amount of \$1,745.90 [25-0111](#)

Attachments: [DC-2024-073, Harris Reginald and Tatjana Memorandum](#)
[DC-2024-073, Harris Reginald and Tatjana Resolution and Warrant of Attorney](#)

2. Consider and take appropriate action with respect to City Council Resolution No. 2025-____, approving the resolution of the Lawton Water Authority authorizing the application of two (2) grant applications and authorize the Mayor and City Clerk to sign the applications for the Environmental Protection Agency Federal Communities Grants in the amounts of \$4,000,000 and \$1,125,000 for the construction of Southeast Water Treatment Plant Sludge Handling Facility. [25-0110](#)

Attachments: [CC Resolution 2025-_____](#)

3. Consider approving a limited event support agreement between the City of Lawton and Fort Sill Moral Welfare and Recreation(MWR) for support of the Warrior Run 2025. [25-0046](#)

Attachments: [Event Flier for Warrior Run 2025](#)
[Warrior Marathon Agreement](#)

4. Consider and take action approving Change Order 1 increasing the contract by \$389,603.96 for the Cache Rd Waterline 36-inch Project PU2302, for a total adjusted contract price of \$15,977,729.35 and adding an additional 90-days to the contract time. [25-0120](#)

Attachments: [Change Order 01 PU2302](#)
[Engineer's Recommendation](#)

5. Consider approval of Final Change Order and Final Payment Application to T&G Construction on Project PW2304 Citywide Pavement Rehabilitation Project "B" and thereby accepting the project and placing maintenance bond into effect. [25-0142](#)

Attachments: [PW2304 Final Documents Combined](#)

6. Consider approval of an amendment to an easement agreement between Comanche Renewables, LLC and the City of Lawton for the use of the Landfill Gas End Use Program. [25-0138](#)

Attachments: [Comanche Renewables - Third Amendment to Easement Agreement -- 021125](#)

7. Consider approval of an amendment to an agreement between Comanche Renewables, LLC and the City of Lawton for the use of the Landfill Gas End Use Program, authorizing an addition outlining responsibilities of both parties. [25-0141](#)

Attachments: [Comanche Renewables - Third Amendment to Lease Easement and Landfill Gas Rights Agreement -- 021125](#)

8. Consider approving the amendment to the professional service agreement with Forvis-Mazars acknowledging that the firm will not be investigating the following: 1. Mergers or acquisitions, 2. Change in accounting principles, 3. Substantial doubt about the entity's ability to continue as a going concern, 4. Violation of covenants in debt arrangements, 5. Indications of fraudulent financial reporting or misappropriation of assets, 6. Quantitative impairment analysis of long-lived assets. **25-0143**

Attachments: [City of Lawton AUP 1154475 Contract firm signed](#)
[City of Lawton Contract Addendum 1154475 firm signed](#)
[City of Lawton Audit 1154475 Contract firm signed](#)

9. Consider authorizing the action of the City Manager to sign a Memorandum of Agreement with the Oklahoma Department of Environmental Quality to accept an award of \$273,914.50 as part of the On-Road2 Program as funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust. **25-0128**

Attachments: [MOA Lawton](#)

10. Consider approving a new merchant agreement with Forte to provide payment processing and related products and services to the Solid Waste Disposal Division. **25-0129**

Attachments: [Forte-Government Application](#)
[City of Lawton \[OK\]-Payment Processing Agreement \(PPA\)-55954_2025-02-13_2.0.0_Clean.docx](#)

11. Consider approving a professional services contract to allow Freese and Nichols to perform construction management services on the Rogers Lane lighting project (EN2307A). **25-0140**

Attachments: [Rogers Lane Lighting Amendment #1](#)

12. Consider extending contract (CL23-012) Litter & Debris Abatement with T&M Solutions, LLC of Duncan, OK. **25-0130**

Attachments: [Dept Extension Memo Yr 3](#)
[CL23-012 Litter & Debris Abatement Original Contract](#)
[T&M Extension Form Yr 3](#)

13. Consider extending contract CL24-012 Electrical Services at City of Lawton Facilities to Patco Electrical Services of Oklahoma. **25-0139**

Attachments: [Dept Extension Memo Yr 2](#)
[Vendor Ext. Form Yr 2](#)
[CL24-012 Electrical Services OG Contract](#)

14. Consider authorizing staff to apply for the US Department of Transportation Safe Streets for All (SS4A) planning grant for the purpose of creating an action plan, developed to provide a holistic, well-defined strategy to prevent **25-0123**

roadway fatalities and serious injuries within the City Limits of Lawton, as approved by the Streets and Bridges Committee on February 11th, 2025.

Attachments: [SS4A-FY24-Notice-of-Funding-Opportunity_Amended](#)

15. Consider authorizing staff to apply for a grant from the Oklahoma Department of Environmental Quality (DEQ) for the purpose of hosting a household hazardous waste (HHW) collection event. [25-0122](#)

Attachments: [Collection-Event-Application-FY26](#)

16. Consider approving staff to close and demolish the M42-5 bridge in the alley between SW I Avenue and SW J Avenue, and between SW 8th street and SW 9th street. [25-0134](#)

Attachments: [M42 Bridge](#)

17. Consider directing the City Manager to proceed with the construction of the Elmer Thomas Aquatics Center Parking Lot by authorizing staff to go out for bid on said project (PW2502) [25-0135](#)

18. Consider approving a nomination for City Manager John Ratliff to serve on the Oklahoma Office of Homeland Security's Regional Advisory Council in the seat of City Manager/Mayor for Region 3 and authorize the City Manager to sign a Letter of Acceptance. [25-0145](#)

Attachments: [RAC Acceptance Letter](#)

19. Consider approval of the final list of the "105 in '25" pavement rehabilitation segment list, to include previously approved segments, as the benchmark to meet. [25-0133](#)

Attachments: [105 in 25 List FINAL](#)
[105 Map](#)

20. Consider approving the Claims List for February 1, 2025, through February 13, 2025. [25-0136](#)

Attachments: [Claims List AIC 02.01.2025-02.13.2025](#)

21. Consider approving a lease agreement, retroactive to February 1, 2025, with Hilliary Development, Incorporated for the purpose of securing a temporary office space for the Parks and Recreation Lake Division Headquarters. [24-2241](#)

Attachments: [2025 City Of Lawton Lease Agreement w_HillaryGL](#)

22. Direct staff to initiate a Request for Proposals (RFP) for executive search services to identify and recruit candidates for the position of City Attorney. [25-0156](#)

BUSINESS ITEMS:

23. Consider approving an Ordinance pertaining to Businesses, by repealing and reserving Section 7-3-1-301 through Section 7-3-1-317, Division 7-3-1, Article 7-3, Chapter 7, Lawton City Code, 2015; providing for severability [25-0118](#)

and establishing an effective date.

Attachments: [Ord. 25-_____](#)
[Ord. 25-_____ CLEAN](#)

24. Consider approving an Ordinance pertaining to Businesses by repealing and reserving Article 7-11, Chapter 7, Lawton City Code, 2015; providing for severability and establishing an effective date. [25-0119](#)

Attachments: [Ordinance 25-_____](#)
[Ordinance 25-_____ CLEAN](#)

25. 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. [25-0124](#)

Attachments: [Council Meeting 6pm](#)

26. Consider approving an ordinance pertaining to Administration by amending Section 2-3-16-400, Division 2-3-16 in Article 2-3, Chapter 2, Lawton City Code, 2015, by providing that the mayor or mayor pro tem shall serve as the chairperson of the Council Budget and Efficiency Committee; providing for severability and establishing an effective date. [25-0144](#)

Attachments: [Budget and Efficiency Ord 25-](#)

STAFF REPORTS:

27. Provide City Council with an update on the Monthly Sales Tax Revenue for the month of January and February reporting. [25-0137](#)

Attachments: [January - February Tax Council presentation 02.28.2025](#)

28. Provide City Council with an update on the FY 2024 Audit Process. [23-991](#)

EXECUTIVE SESSION ITEMS:

29. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. 5:23-cv-00284-G, and if necessary, take appropriate action in open session. [25-0062](#)

30. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of John Ratliff as City Manager, and in open session take other action as necessary. [23-1099](#)

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 #: 25-0111

Agenda Date: 2/25/2025

Agenda No: 1.

ITEM TITLE:

Consider approving one (1) damage claim (recommended for approval) and authorizing payment for Reginald and Tatjana Harris in the amount of \$1,745.90

INITIATOR: City Attorney, John Andrew

STAFF INFORMATION SOURCE: Assistant City Attorney, Garrett Lam

BACKGROUND: The listed claim has been filed against the City of Lawton with the City Clerk. The claim has been investigated by the staff and legal opinion/recommendation has been prepared by the City Attorney's Office.

Reginald and Tatjana Harris: Claim in the amount of \$1,745.90 for vehicle repair

EXHIBIT: Legal Recommendation/Memorandum

KEY ISSUES: N/A

FUNDING SOURCE: Sinking fund

STAFF RECOMMENDED COUNCIL ACTION: Approve authorizing payment of the claim in the amount listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2024-073

TO: Mayor and Council

FROM: Garrett Lam
Assistant City Attorney 

DATE: January 30, 2025

MEETING: February 25, 2025

RE: Damage claim of
Reginald and Tatjana Harris
306 Choctaw Drive
Geronimo, OK 73543

Submitted in the amount of \$1,769.00

RECOMMENDATION: Approval in the amount of \$1,745.90

BASIS OF CLAIM: On December 19, 2024, Mrs. Tatjana Harris, was behind a city of Lawton employee on SW 11th Street near Tinney Road when a City of Lawton employee stopped and started backing up and struck the front of their 2022 Kia, Rio vehicle. Mr. and Mrs. Harris submitted two estimates, one from RB Customs in the amount of \$1,769.15, and the other from Joe Hudson's Collision Center in the amount of \$1,745.90.

DATE OF DAMAGE: December 19, 2024

FACTS: According to the Official Oklahoma Traffic Collision report, on December 19, 2024, Unit 1, a City of Lawton employee, was traveling southbound on 11th Street when he realized he missed his turn. He stopped and then proceeded to backup. Unit 2, Mrs. Harris, was traveling behind Unit 1 and also stopped, but was unable to avoid being struck by Unit 1, when it began reversing. No injuries were reported at the time of the collision. Three (3) points were assessed against the City employees, City of Lawton driving record.

LEGAL BASIS FOR APPROVAL OF CLAIM: In Oklahoma, it is the duty of every operator of a vehicle to exercise ordinary care in keeping a lookout consistent with the safety of other vehicles, property, and persons. Rosamond v. Reed Roller Bit Co., 292 P.2d 373 (Okla. 1955); Townley's Dairy v. Creech, 476 P.2d 79 (Okla. 1970). Ordinary care is defined in Oklahoma Statutes, Title 25, Section 4 and further explained in the Oklahoma Uniform Civil

Claims Memorandum

DC-2024-073

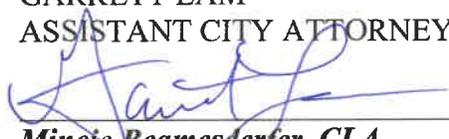
Pg. 2

Jury Instructions Section 9.3 as “the care which a reasonably careful person would use under the same or similar circumstances.” Title 25 O.S. Section 4 and the Oklahoma Uniform Civil Jury Instructions Section 9.2 define negligence as the failure to exercise ordinary care to avoid injury to another's person or property.

This office recommends approval of this claim in the amount of \$1,745.90, because in this instance:

1. The City of Lawton employee could be found to have breached his duty to maintain a proper lookout consistent with the safety of other vehicles and this breach of duty may constitute negligence for which the City may be held liable.

GARRETT LAM
ASSISTANT CITY ATTORNEY



Mincie Beamesderfer, CLA
Claims Investigator

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RESOLUTION NO. 25-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE ASSISTANT CITY ATTORNEY TO ASSIST REGINALD AND TATJANA HARRIS IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE ASSISTANT CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE AMOUNT OF ONE THOUSAND SEVEN HUNDRED FORTY-FIVE AND 90/100 DOLLARS (\$1,745.90).

WHEREAS, on December 19, 2024, a City of Lawton employee struck Reginald and Tatjana Harris's 2022 Kia, Rio vehicle, on SW 11th Street, Lawton, Oklahoma, causing damage in the amount of \$1,745.90 to their vehicle, which was filed with the City Clerk against the City of Lawton on December 26, 2024; and,

WHEREAS, it would be in the best interest of the City of Lawton to settle the claim by filing a friendly suit in the District Court of Comanche County and confess judgment therein.

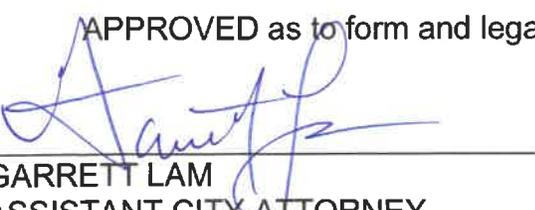
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, Oklahoma, that the Assistant City Attorney is hereby authorized and directed to assist Reginald and Tatjana Harris in bringing suit in the District Court of Comanche County, Oklahoma, against the City of Lawton and to confess judgment therein in the amount of One Thousand Seven Hundred Forty-Five and 90/100 Dollars (\$1,745.90); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the Assistant City Attorney to confess judgment against the City in said amount.

ADOPTED and **APPROVED** by the Council of the City of Lawton this 25th day of February 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 25th day of February 2025.


GARRETT LAM
ASSISTANT CITY ATTORNEY

**WARRANT OF ATTORNEY
FOR MAKING CONFESSION OF JUDGMENT**

KNOW ALL MEN BY THESE PRESENTS:

That on February 25, 2025, by Resolution, the City Council of the City of Lawton, directed the Assistant City Attorney of the City of Lawton to waive the service of summons, to make a general appearance and to confess judgment in the District Court of Comanche County case to be styled:

REGINALD AND TATJANA HARRIS vs. CITY OF LAWTON, OKLAHOMA

CASE NO. CS-2025-

in the amount of One Thousand Seven Hundred Forty-Five and 90/100 Dollars (\$1,745.90).

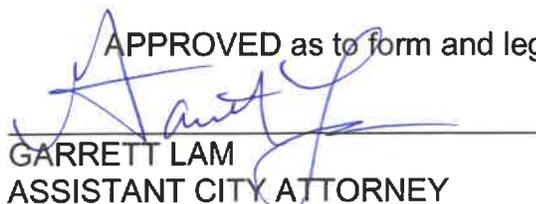
Said Resolution further directed the Mayor and City Clerk of the City of Lawton to execute this Warrant, and the execution of said Warrant by the Mayor and the attestation by the Clerk of the City of Lawton thereby authorized the Assistant City Attorney to confess aforesaid judgment in the amount of One Thousand Seven Hundred Forty-Five and 90/100 Dollars (\$1,745.90).

Dated this 25th day of February 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this 25th day of February 2025.


GARRETT LAM
ASSISTANT CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0110

Agenda Date: 2/25/2025

Agenda No: 2.

ITEM TITLE:

Consider and take appropriate action with respect to City Council Resolution No. 2025-____, approving the resolution of the Lawton Water Authority authorizing the application of two (2) grant applications and authorize the Mayor and City Clerk to sign the applications for the Environmental Protection Agency Federal Communities Grants in the amounts of \$4,000,000 and \$1,125,000 for the construction of Southeast Water Treatment Plant Sludge Handling Facility.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: On December 4, 2020, the City of Lawton received Consent Order 20-214 from the Oklahoma Department of Environmental Quality (ODEQ) On June 22, 2021, Council awarded a contract to Garver, LLC in the amount of \$6,296,700.00 for the design of PU2103 WWTP Improvements Phase 1 Project. The Engineering and Design contract provides full Engineering and Design services for items identified as Phase 1 Improvements in the Final Engineering report approved by City Council on June 8th, 2021. The Final Engineering Report outlined three distinct phases of improvement. Amendment No. 1 to the contract with Garver, LLC incorporates the additional professional services necessary to include the design of a new influent screening structure in the Phase 1 Improvements A new contract with Garver, LLC for design services for the WWTP Improvements Phase II project identified in the approved Engineering report and include the sludge removal designs for the Southeast Water Treatment Plant (SEWTP) that currently cause overloading of the WWTP solids will be authorized. The SEWTP Sludge handling design will stop the sludge being transferred to the WWTP that causes overloading of WWTP. The WWTP Improvements Phase II design will take approximately 15 months to complete. The design is being funded through the CWSRF loan obtained in fall of 2022. The design was awarded to Garver, LLC, on June 27, 2023.

The Alternate Water Supply (AWS) project was identified as use of ground water by drilling wells into the Arbuckle-Timber Aquifer, conveyance system and plant upgrade at the SEWTP. The AWS project was authorized to proceed with phase one of project to produce a minimum of 5MGD potable water for the City of Lawton the first project the Lawton Groundwater Supply - Well Site K (Well No. 1) received bids and on June 8, 2023, City Council awarded the Project. The well #1 after it was completed produces 1.2 MGD of raw water per day. The Lawton Groundwater Supply - Treatment Pilot Project #PU2002 was bid and on April 13, 2023, City Council approved awarding of the project. On May 3, 2023, and May 10, 2023, the City of Lawton Department of Public Utilities advertised for bids for the Lawton Groundwater Supply - Test Well and Production Well Project PU2301 that included drilling of 7 test hole with conversion of 4 test hole to production wells. City Council awarded the construction contract to Associated Environmental Industries, Corp, in the amount of \$9,223,500.00 on January 23, 2024. The project has now completed (7) seven test holes and identified (3) three production wells sites in addition to the one production well already completed which will be conveyed to the SEWTP for treatment processes.

The costs for the Sludge handling facility upgrades at the Southeast Water Treatment Plant are estimated at \$16 million. The City has also applied for and received \$2 million State Designated ARPA Grant for this project.

The City is still researching more grant funding for this project; however, the City has funds available through the OWRB FAP Loan for the remaining \$10 million.

The Southeast Water Treatment Plant dewatering project is an important plant upgrade required to alleviate strain on the current WWTP facility, increase the efficiency of solids handling for the Alternate Water Supply projects, and aid in the mitigation of solids overloading the wastewater treatment plant. The City of Lawton has been pre-selected as a recipient of this the FY 23 and FY24 Communities Grants. The total amount submitted for FY23 was \$5,000,000, however only \$4,000,000 has been appropriated to City of Lawton, and the total amount submitted for FY24 was \$6,000,000, however only \$1,125,000 has been appropriated to City of Lawton. The FY23 and FY24 Grants were submitted on the City of Lawton's behalf by the Oklahoma Congressional delegation.

This project continues the efforts of a safe community with efficiency for the citizens as put forth in the True North Culture Statement.

EXHIBIT: Resolution No. 2025-_____

KEY ISSUES: Does City Council wish to approve the action of the Lawton Water Authority authorizing application for the Environmental Protection Agency Federal Communities Grants in the amounts of \$4,000,000 and \$1,125,000 for the construction of Southeast Water Treatment Plant Sludge Handling Facility?

FUNDING SOURCE: Matching funds, if required, will be from an FAP loan through the Oklahoma Water Resources Board.

STAFF RECOMMENDED COUNCIL ACTION: Adopt Resolution No. 2025-_____ and authorize the Mayor and City Clerk to execute the grant applications for the Environmental Protection Agency Federal Communities Grants in the amounts of \$4,000,000 and \$1,125,000 for the construction of Southeast Water Treatment Plant Sludge Handling Facility.

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN CITY HALL, IN LAWTON, OKLAHOMA ON THE 25th DAY OF FEBRUARY 2025, AT 6:00 O'CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following Resolution was introduced, and which was read by title. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO.: 2025-_____

A RESOLUTION OF THE CITY OF LAWTON, OKLAHOMA (THE "CITY") APPROVING AND RATIFYING ACTION TAKEN BY THE LAWTON WATER AUTHORITY (THE "AUTHORITY") AUTHORIZING THE FILING OF APPLICATIONS FOR A FY23 AND A FY24 FEDERAL COMMUNITIES GRANTS FROM THE ENVIRONMENTAL PROTECTION AGENCY (EPA) FOR ADDITIONAL FUNDING FOR THE CONSTRUCTION OF THE SOUTHEAST WATER TREATMENT PLANT DEWATERING PROJECT AND OTHER PROVISIONS RELATED THERETO.

WHEREAS, The following circumstances have made it justifiable to apply for EPA Federal Communities grant funds: The Southeast Water Treatment Plant dewatering project is an important plant upgrade required to alleviate strain on the current facility, increase the efficiency of solids handling for the Alternate Water Supply projects, and aid in the mitigation of solids overloading the wastewater treatment plant;

And

WHEREAS, The City of Lawton has been pre-selected for the FY23 and FY24 EPA Federal Communities grants through appropriation from the federal government, submitted by the Oklahoma Congressional Delegation;

And

WHEREAS, The City hereby determines that the actions taken by the Authority should be authorized and approved and ratified; and

And

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

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PASSED AND APPROVED THIS 25TH DAY OF FEBRUARY, 2025.

CITY OF LAWTON, OKLAHOMA

Mayor

ATTEST:

By: _____
City Clerk
(SEAL)

APPROVED as to form and legality the 25th day of February, 2025.

John Andrew, City Attorney



City of Lawton

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

Commentary

File #: 25-0046

Agenda Date: 2/25/2025

Agenda No: 3.

ITEM TITLE:

Consider approving a limited event support agreement between the City of Lawton and Fort Sill Moral Welfare and Recreation(MWR) for support of the Warrior Run 2025.

INITIATOR: Jason Poudrier, Arts and Humanities Administrator

STAFF INFORMATION SOURCE: Jason Poudrier, Arts and Humanities Administrator

BACKGROUND: Fort Sill is hosting the first, full Marathon in Southwest, Oklahoma -The Warrior Run 2025. The run will take place entirely on Fort Sill. The run will also consist of additional runs to include a 1Mile, 5k, 10K Ruck, 13.1 Mile Run. As this is the first time the run is being held and the run has the potential to grow into a major tourist attraction and economic driver in Southwest, OK, there are multiple benefits for the City of Lawton using its existing resources to assist in marketing the event and providing limited event support during the day of the Warrior Run 2025 -March 22nd, 2025.

This event is being fully executed by Fort Sill, and our assistance will further enhance the event through providing greater support in marketing to citizens and providing world class customer service to our Lawton Fort Sill community.

EXHIBIT: Warrior Run 2025 Limited Support Agreement; Event Flier for Warrior Run 2025

KEY ISSUES: This is an opportunity to strengthen the community and mutual collaboration between the City of Lawton and Fort Sill.

FUNDING SOURCE: Department General Funds: salaries and wages and limited supply costs.

STAFF RECOMMENDED COUNCIL ACTION: Approve Limited Event Support Agreement between the City of Lawton and Fort Sill Moral Welfare and Recreation(MWR) in support of the Warrior Run 2025.

FORT SILL WARRIOR RUN

26.2M • 13.1M

10K RUCK • KIDS RUN

MARCH 22 • 6AM • PATRIOT CLUB

\$100/ADULT (26.2 • 13.1 • 10K RUCK) • \$40/17 & UNDER (5K • 1 MILE) • \$35/8 & UNDER (1 MILE)

Adult will receive a Shirt, Socks, Camel Bag, Pint Glass, Head Band, Gloves, Medal, and Bib

Kid will receive a Shirt, Water Bottle, Medal, and Bib

Preregister to guarantee your shirt size by **February 22.**

Price will increase on February to \$120/Adult, \$50/17 & Under, \$45/8 & Under. Don't miss out on the savings!



Scan the QR code to register in advance or visit Sill.ArmyMWR.com

In-Person Registration:
Welcome Center (Bldg. 4700, Room 151N)

OPEN TO THE PUBLIC

Sponsored by:



No federal endorsement intended.



For more information:
Sill.ArmyMWR.com
ethan.r.briner.naf@army.mil



U.S. ARMY



DEPARTMENT OF THE ARMY
FAMILY AND MORALE, WELFARE AND RECREATION
4700 MOW-WAY RD, Suite 100
FORT SILL OK 73503

6 February 2025

DFMWR | FORT SILL

COMMERCIAL SPONSORSHIP AGREEMENT | #2478

1. This Commercial Sponsorship agreement is made and entered into by and between **Fort Sill Family and Morale, Welfare and Recreation Directorate**, on behalf of the U.S. Army Morale, Welfare, and Recreation Fund (Fund), 4700 Mow-Way Road, Room 422, Fort Sill, Oklahoma 73503 and **City of Lawton (Sponsor)**. Contact: Jason Poudrier, Jason.poudrier@lawtonok.gov, 580-284-1356.
2. The Fund has two objectives:
 - a. To promote a positive, healthy lifestyle (which includes proper nutrition, health and fitness, leisure skills, entertainment and active participation in recreational programs) for Soldiers, Retirees, their Families and other authorized patrons through conducting the Warrior Marathon.
 - b. To provide quality sponsorship opportunities in highly visible locations and in printed materials as described in this commercial sponsorship agreement.
3. The Sponsor has one objective: To sponsor the Morale, Welfare and Recreation event listed below in accordance with the guidelines listed in this agreement.

In consideration of the mutual promises set forth below, the parties, intending to be legally bound hereby agree as follows:

4. Event Venue:
 - a. Warrior Run Marathon (22 March 2025) outside the Patriot Club.
5. Fund Responsibilities.
 - a. The Fund is responsible for the overall event planning, coordination, and management of the full marathon, including securing necessary permits, organizing volunteers, and ensuring all safety and logistical requirements are met.
 - b. Include the Sponsor's logo on the welcome sponsor banner.
 - c. Allow the Sponsor to man at least two water stations and an information booth (1 table and 2 chairs if requested by the Sponsor). The information booth will be in the starting area.

DEPARTMENT OF THE ARMY
FAMILY AND MORALE, WELFARE AND RECREATION
4700 MOW-WAY RD, Suite 100
FORT SILL OK 73503

6 February 2025

d. Dawson Dudark, MWR Commercial Sponsorship and Advertising (CSA) Account Executive is the only authorized individual to solicit sponsorship for the Warrior Marathon. However, the city may refer any interested prospects to the CSA Account Executive at dawson.r.dudark.naf@army.mil.

6. Sponsor Responsibilities. In exchange for promotional sponsorship opportunities described in this agreement, Sponsor agrees to provide the following services/resources in-kind:

a. Promote and share the Warrior Run 2025's official Facebook posts on City social media platforms. The posts must be shared from the Fort Sill Family and MWR Facebook page.

b. Add the event to official City event calendars to maximize community awareness.

c. Support at "Water Stations" and "Motivation Stations" which consists of recruiting and organizing participation of City staff to support at least two "Water Stations" along the marathon route. Volunteers must sign up with the volunteer management office at www.vmis.armyfamilywebportal.com (or search "Fort Sill VMIS").

d. To encourage community members, local organizations, and volunteer groups to participate in setting up and manning additional stations; these volunteers must also sign up through the portal specified in term 6-c.

7. General Terms and Conditions.

a. Trademark License.

1) In return for sponsorship privileges denoted in this agreement, the Fund may display trademarks associated with the Sponsor's products or services in accordance with the terms of this agreement. The use of the Sponsor's trademark or logo will not give the impression that the Fund is in any way affiliated with the Sponsor or acting on the Sponsor's behalf.

2) Permissible uses of the Sponsor's trademark or logo by the Fund are contained in this agreement. No other use is authorized.

b. Appropriate Disclaimers. Appropriate disclaimers, such as "Sponsorship does not imply Army Endorsement" are required in any public recognition, printed material, or electronic material developed by the Fund or Sponsor. The Army does not endorse or favor any non-Federal entity.

DEPARTMENT OF THE ARMY
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4700 MOW-WAY RD, Suite 100
FORT SILL OK 73503

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c. **Term and Termination.** This agreement is effective from the date of signature and has an expiration date of 22 March 2025. Either party can end this agreement if the other one materially fails to meet the previously agreed terms and conditions.

d. **Independent Contractor.** The Sponsor and The Fund shall be and act as independent contractors, and under no circumstances shall this agreement be construed as one of agency, partnership or joint venture of employment between The Fund and the Sponsor. None of the personnel under contract to, employed by or volunteering for The Fund shall be deemed in any way to have contractual relationship with the Sponsor whatsoever. The Fund shall be solely responsible for the conduct of its employees, personnel and agents in connection with their performance of The Fund's obligation, hereunder.

e. **Sponsorship Cost.** Any additional cost incurred by the Sponsor, in association with their sponsorship shall NOT be charged back to any part of the Federal Government.

f. **Force Majeure.** Neither party will be held responsible for events that are unforeseeable and beyond reasonable control, such as acts of God, weather delays, government restrictions, or unforeseen commercial delays. If the event is postponed for reasons beyond The Fund's control, it may be rescheduled for another time. The Sponsor would be entitled to, and The Fund agrees to give to the Sponsor, all of the sponsorship rights at the rescheduled event.

g. **Assignment.** This agreement may not be assigned in whole or in part without the written agreement of all parties.

h. **Entire Agreement.** This agreement contains the entire understanding between us concerning this sponsorship and supersedes any and all prior agreements, whether oral or written. This agreement may not be amended, modified or changed except by an addendum signed by all parties to this agreement.

i. **Monitoring.** Performance of the sponsor will be monitored during the course of this agreement to ensure compliance with this agreement.

j. **Sponsor-Generated Publicity.** All Sponsor-generated publicity must be reviewed and approved by the Fund prior to production and distribution. As covered in this agreement, the only authorized social media posts are those directly shared from the MWR social media pages.

**DEPARTMENT OF THE ARMY
FAMILY AND MORALE, WELFARE AND RECREATION
4700 MOW-WAY RD, Suite 100
FORT SILL OK 73503**

6 February 2025

(Sponsor)
City of Lawton, Oklahoma

(Fund)
Fort Sill Family & MWR

By: _____

By: TRACEY FONTENOT

Signature: _____

Signature: _____

Title: _____

Title: DFMWR FORT SILL MARKETING DIRECTOR

Date: _____

Date: _____



City of Lawton

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

Commentary

File #: 25-0120

Agenda Date: 2/25/2025

Agenda No: 4.

ITEM TITLE:

Consider and take action approving Change Order 1 increasing the contract by \$389,603.96 for the Cache Rd Waterline 36-inch Project PU2302, for a total adjusted contract price of \$15,977,729.35 and adding an additional 90-days to the contract time.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: On November 16, 2021, Council entered a contract with Jacobs Engineering for the design and engineering of the Cache Road Waterline Replacement Project and on March 22, 2022, approved Amendment No. 1 to the contract. This project includes the replacement of approximately 15,000 linear feet of 12” water main line from west of NW 40th Street to east of NW Fort Sill Blvd on NW Cache Road. These segments, being over 50 years old, are failing and require replacement. This project also includes the design and construction of an ADA compliant pedestrian bridge over Cache Creek on the south side of Cache Road which will incorporate the new water line on the underside of the bridge. The Engineers estimated cost for design and construction is \$25,000,000. for the 12” and 36” waterline replacement project. The Lawton Water Authority authorized application thru Oklahoma Department of Environmental for funding from Drinking Water State Revolving Funds (DWSRF) in the amount not to exceed \$28,000,000 for the construction replacement of approximately 9000 of 36” (PU 2202) and approximately 15,000 of 12” (PU2203) water line projects. The Loan Application was approved by the Oklahoma Water Resources Board (OWRB) on December 7, 2022. Permit (WL00016220806) to construct the 36” waterline has been issued by the Oklahoma Department of Environmental Quality (ODEQ). On December 13, 2022, Council approved plans and specifications for the Cache Road Waterline Replacement Projects PU2202 and PU2203 and authorizing staff to advertise for bids. Bids were received on February 21, 2023. The project was awarded at City Council on March 14, 2023, to Evans & Associates Utility Services, Inc in the amount of \$15,588,125.39.

Change Order 1 includes

1. Bid Item 1.12A - Pavement Repair (Concrete) - Quantity increase to provide for additional concrete pavement repairs and improvements to Cache Road needed as the pipeline trenching and backfill was occurring.
2. Contract Modification Request #11 (CMR #11) - Adjustment to 30-inch pipeline horizontal and vertical alignment in NW Hunter Road and NW Atlanta Ave. due to several existing utilities (fiber optic cables, waterlines, and gas lines). This change includes additional pipe casing under NW Cache Road, fittings, curb and gutter repair, pavement repair, distribution waterline connections, added depth, added ductile iron fittings, and associated traffic control and surveying work.
3. Contract Modification Request #12 (CMR #12) - Modification to 30-inch connection configuration for Hunter Road waterline into Cache Road waterline to adjust for actual location of utilities in Cache Road and improve traffic control impacts. This includes additional casing pipe and added 30-inch waterline quantity.
4. Asphalt Pavement Patching -- Provide in-kind asphalt repair patching for selected parking lot areas adjacent to Cache Road.

The total contract increase of Change Order No. 1 is \$389,603.96. This is 2.5% increase to the original contract amount of \$15,588,125.39. The adjusted contract price to include Change Order No. 1 is \$15,977,729.35.

Change Order No. 1 also includes an addition of 90-days to the contract time. This addition moves the final completion date of the project from March 13, 2025, to June 11, 2025.

In accordance with the True North Culture statement, his project continues to provide the Citizen with clean drinking water and hold the City Open for Business, providing new waterlines for all of the businesses along Cache Rd.

EXHIBIT: Change Order 1, Engineer's Recommendation Letter

KEY ISSUES: Does City Council wish to approve Change Order 1 increasing the contract by \$389,603.96 for the Cache Rd Waterline 36-inch Project PU2302, for a total adjusted contract price of \$15,977,729.35 and adding an additional 90-days to the contract time?

FUNDING SOURCE: DWSRF \$28mil loan: \$450,676.61 (current contingency amount available) - \$389,603.96 (amount needed for Change Order 1) = \$61,072.65 (amount remaining in contingency fund)

STAFF RECOMMENDED COUNCIL ACTION: Approve Change Order 1 increasing the contract by \$389,603.96 for the Cache Rd Waterline 36-inch Project PU2302, for a total adjusted contract price of \$15,977,729.35 and adding an additional 90-days to the contract time.

CITY OF LAWTON, OKLAHOMA PUBLIC UTILITIES DEPARTMENT CONTRACT CHANGE ORDER	DATE: 2/25/25
--	-------------------------

To: Evans & Associates	Cache Rd Waterline 36inch PU2302
------------------------	-------------------------------------

You are hereby requested to comply with the following changes from the contract plans and specifications:	Change Order No. 1
---	--------------------

Item # (1)	Description of changes-quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
1	Bid Item 1.12A- Pavement Repair (Concrete)		\$111,160.00
2	CMR #11- Hunter Rd & Atlanta Ave		\$254,316.13
3	CMR #12- Hunter Rd at Cache Rd		\$9,756.33
4	Asphalt Pavement Patching		\$14,371.50
Changes in contract price due to this Change Order:			
	Total decrease	XXXXXXXXXX	XXXXXXXXXX
	Total increase	XXXXXXXXXX	\$389,603.96
	Net (increase)(decrease) contract price		\$389,603.96

The sum of **\$389,603.96** is hereby **(added to)** ~~(deducted from)~~ the total contract price, and the total adjusted contract price to date thereby is **\$15,977,729.35**.

Fifteen million nine hundred seventy-seven thousand seven hundred twenty nine and 35/100---Dollars

The time provided for completion in the contract is ~~(unchanged)~~ **(increased)** ~~(decreased)~~ by **90 calendar days**. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

JUSTIFICATION FOR CHANGE:

1. Necessity for change:

1. Bid Item 1.12A - Pavement Repair (Concrete) - Quantity increase to provide for additional concrete pavement repairs and improvements to Cache Road needed as the pipeline trenching and backfill was occurring.

2. Contract Modification Request #11 (CMR #11) - Adjustment to 30-inch pipeline horizontal and vertical alignment in NW Hunter Road and NW Atlanta Ave. due to several existing utilities (fiber optic cables, waterlines, and gas lines). This change includes additional pipe casing under NW Cache Road, fittings, curb and gutter repair, pavement repair, distribution waterline connections, added depth, added ductile iron fittings, and associated traffic control and surveying work.

3. Contract Modification Request #12 (CMR #12) - Modification to 30-inch connection configuration for Hunter Road waterline into Cache Road waterline to adjust for actual location of utilities in Cache Road and improve traffic control impacts. This includes additional casing pipe and added 30-inch waterline quantity.

4. Asphalt Pavement Patching -- Provide in-kind asphalt repair patching for selected parking lot areas adjacent to Cache Road.

2. Is proposed change an alternate bid?

Yes _____ No X

3. Will proposed change alter the physical size of the project?

Yes X No _____

If "Yes," explain. Adds 397 square yards of pavement repair, a waterline realignment at Hunter Rd and Atlanta Ave, a waterline connection at Hunter Rd and Cache Rd, and 871 square feet of asphalt pavement patching.

4. Effect of this change on other prime contractors:

N/A _____

5. Has consent of surety been obtained?

Yes _____

No X

6. Will this change affect expiration of extent of insurance coverage?

Yes _____

No X

7. Effect of operation and maintenance costs:

None X

Authorized by: _____ Date: _____.

Rusty Whisenhunt, Director of Public Utilities
Name and Title

(FOR CORPORATIONS ONLY)

Accepted by: _____
Name of Corporation

By: _____

Title: _____

Attest: _____

Title: _____

(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

Accepted by: _____ Date: _____

Name

Title

STATE OF OKLAHOMA)
COUNTY OF COMANCHE)

Before me the undersigned, a Notary Public in and for said State, on this ____ day of _____, 2025, personally appeared _____ a member of the partnership _____, to be known to be the identical person who executed the within and foregoing instrument on behalf of said partnership and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said partnership for the uses and purposed therein set forth.

Notary Public

My Commission expires: _____

Approved by: _____ Date: _____
Stan Booker, Mayor
City of Lawton, Oklahoma

Attest: _____
Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on the _____ day of _____, 2025.

John Andrew, City Attorney

I, Rebecca Johnson, Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriation Account Number _____ or the Cache Rd Waterline 36inch Project - (PU2302).

After this **increased** encumbrance in the amount of \$389,603.96, there is an unencumbered balance in said appropriation account of \$_____.

Dated this _____ day of _____, 2025.

Rebecca Johnson, Finance Director

Cache Road 36-Inch Waterline (Project PU 2202) – Change Order No. 1

Date:	February 13, 2025	1999 Bryan Street
Project name:	Map 9 Waterline Improvements - PU 2308	Suite 3500
Attention:	Rusty Whisenhunt, P.E. Director of Public Utilities	Dallas, TX 75201 United States
Company:	City of Lawton	T +1.214.638.0145 F +1.214.638.0447 www.jacobs.com

Dear Rusty,

Change Order No. 1 is recommended for the subject project, to include the following items and justifications:

1. Bid Item 1.12A – Pavement Repair (Concrete) – Quantity increase to provide for additional concrete pavement repairs and improvements to Cache Road needed as the pipeline trenching and backfill was occurring.
2. Contract Modification Request #11 (CMR #11) – Adjustment to 30-inch pipeline horizontal and vertical alignment in NW Hunter Road and NW Atlanta Ave. due to several existing utilities (fiber optic cables, waterlines, and gas lines). This change includes additional pipe casing under NW Cache Road, fittings, curb and gutter repair, pavement repair, distribution waterline connections, added depth, added ductile iron fittings, and associated traffic control and surveying work.
3. Contract Modification Request #12 (CMR #12) – Modification to 30-inch connection configuration for Hunter Road waterline into Cache Road waterline to adjust for actual location of utilities in Cache Road and improve traffic control impacts. This includes additional casing pipe and added 30-inch waterline quantity.
4. Asphalt Pavement Patching -- Provide in-kind asphalt repair patching for selected parking lot areas adjacent to Cache Road.

Cost Impact:

The following table summarizes the recommended cost increases to the contract and basis.

Item #	Description	Cost Basis	Total Item Cost
1	Bid Item 1.12 – Pavement Repair (Concrete)	Quantity increase of 397 square yards (SY) at unit bid price of \$280/SY	\$111,160.00
2	CMR #11 – Hunter Road and Atlanta Ave 30" Waterline Realignment	Contractor quote	\$254,316.13
3	CMR #12 – Hunter Road at Cache Road 30-Inch Waterline Connection	Contractor Quote	\$9,756.33
4	Asphalt Pavement Patching	Negotiated price: 871 square feet (SF) at \$16.50/SF	\$14,371.50
TOTAL CHANGE ORDER NO. 1			\$389,603.96

Schedule Impact:

To account for all additional work and schedule delays due to unforeseen conditions for these items, 90 calendar days is recommended to be added to the contract time for Substantial Completion and 90 calendar days added to the contract time for Final Completion.

Regards,



Douglas L. Smith, P.E.
 Project Manager
 817-735-6065
 doug.smith3@jacobs.com





City of Lawton

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

Commentary

File #: 25-0142

Agenda Date: 2/25/2025

Agenda No: 5.

ITEM TITLE:

Consider approval of Final Change Order and Final Payment Application to T&G Construction on Project PW2304 Citywide Pavement Rehabilitation Project "B" and thereby accepting the project and placing maintenance bond into effect.

INITIATOR: Public Works Director, Michael Watrous

INFORMATION SOURCE: Program Manager, Chris Serrano

BACKGROUND: On January 23, 2024, the City Council approved the plans and specifications for the Citywide Pavement Rehabilitation Project (PW2304) and authorized staff and WSB to solicit bids. The project involved rehabilitating fifteen (15) asphalt and concrete roadway segments, including SW G St, SW 45th St, East Gore Blvd, SW C St, SW 6th St, NW 26th St, SW E St, SW 11th St, and alternate segments NW Ferris Ave and NW Lincoln Ave. Work included structural deep patching, milling and overlay, traffic striping, and other specified improvements. Following a competitive bidding process, three (3) bids were received and reviewed. T&G Construction of Lawton, Oklahoma, was the lowest responsive bidder and was awarded the contract for \$5,102,219.01.

This final change order adjusts contract quantities and costs for Citywide Pavement Rehabilitation Project "B" (PW2304), reducing the final contract value by \$1,109,008.73 (21.7%), bringing the total to \$3,993,210.28. The contractor completed all work two (2) days ahead of schedule, initiating the maintenance bond period. T&G Construction has submitted all required closeout documents, including the Maintenance Bond, Payment Certificate, Contractor's Release, and Subcontractor's Waiver and Release of Lien, which are on file with the City Clerk.

EXHIBIT: (1) Final Change Order No. 1; (2) The Final Pay Application releasing any applicable retainage; (3) Summary of Test Results; (4) Contractor's Release to the City waiver; (5) Payment Certificate; (6) Subcontractor's Release Waiver.

KEY ISSUES: N/A

FUNDING SOURCE: Streets and Traffic Control Repair and Maintenance Account 1005502-51020, current balance: 2,326,268.00, Retainage released: \$199,660.52

STAFF RECOMMENDED COUNCIL ACTION: Approve the final change order and final payment application to T&G Construction on Project PW2304 Citywide Pavement Rehabilitation Project "B" and thereby accepting the project and placing maintenance bond into effect.



City Wide Pavement Rehabilitation Project
City Project No. PW2304
“Ten Wins for the Citizens of Lawton”
Change Order No. 1

Project No. PW2304

Date: December 11, 2024

PROJECT: City Wide Pavement Rehabilitation Project. City Project No. PW2304 Ten Wins for the Citizens of Lawton	CONTRACT INFORMATION: Contract For Mill & Overlay NTP Date: April 08, 2024	AMENDMENT/CHANGE ORDER INFO: Change Order Number: 1
OWNER: City of Lawton 212 Southwest 9 th Street Lawton, OK 73501	DESIGN ENGINEER: WSB 615 N Hudson Ave., Suite 300 Oklahoma City, OK 73102	CONTRACTOR: T&G Construction 800 SE 1 st Street Lawton, OK 73501

THE CONTRACT IS CHANGED AS FOLLOWS:

CHANGE ORDER NO. 1

Reconciles Contract and add line item for Non-Conforming Materials.

The original Contract Sum was	\$ 5,102,219.01
The net change by previously authorized Amendments/Change Orders	\$ 0.00
The Contract Sum prior to this Amendment/Change Order	\$ 5,102,219.01
The Contract Sum will be increased by this Amendment/Change Order in the amount of	\$ -1,109,008.73
The new Contract Sum including this Amendment/Change Order will be	\$ 3,993,210.28

NOT VALID UNTIL SIGNED BY THE DESIGN ENGINEER, CONTRACTOR AND OWNER.

WSB ENGINEERING DESIGN ENGINEER	T&G CONSTRUCTION CONTRACTOR	CITY OF LAWTON OWNER
 SIGNATURE	 SIGNATURE	 SIGNATURE
Brent Frank, Project Engineer PRINTED NAME & TITLE	J.C. Grayson, President PRINTED NAME & TITLE	Stan Booker, Mayor PRINTED NAME & TITLE

Attest:

Donalynn Blazek-Scherler, City Clerk

APPROVED as to form and legality on the _____ day of _____, 2025

John Andrews, City Attorney

I, Rebecca Johnson, Finance Director, of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount of this encumbrance (\$_____) against the appropriated Account No.(_____) and after charging this encumbrance in the amount of \$_____, there is an unencumbered balance in said appropriated account of \$_____.

Dated this _____ day of _____, 2025

Rebecca Johnson, Finance Director



City Wide Pavement Rehabilitation Project

City Project No. PW2304

“Ten Wins for the Citizens of Lawton”

Change Order No. 1

Project No. PW2304

Date: February 06, 2025

PROJECT: City Wide Pavement Rehabilitation Project. City Project No. PW2304 Ten Wins for the Citizens of Lawton	CONTRACT INFORMATION: Contract For Mill & Overlay NTP Date: April 08, 2024	AMENDMENT/CHANGE ORDER INFO: Change Order Number: 1
OWNER: City of Lawton 212 Southwest 9 th Street Lawton, OK 73501	DESIGN ENGINEER: WSB 615 N Hudson Ave., Suite 300 Oklahoma City, OK 73102	CONTRACTOR: T&G Construction 800 SE 1 st Street Lawton, OK 73501

Change Order No. 1 Narrative:

Purpose: Reconciles Contract and add line item for Non-Conforming Materials.

Justification: Table 1, “Final Quantities and Values” indicates the increase or decrease of the items contained in the Contract with an explanation of the Overruns/Underruns associated with each item.

Section 411 of the Oklahoma Department of Transportation Standard Specifications, 2019 Edition outlines the material requirements for Hot Mix Asphalt Concrete and the associated pay factors. Individual Pay Factors for HMA are based on test results of samples for the Asphalt Cement content, Air Voids in the mix and Roadway Densities. The individual Pay Factors for these elements are then utilized to determine the Combined Pay Factor. Test Results for the Superpave, Type S3 (PG 64-22OK), Type S4 (PG 64-22OK), Superpave, Type S5 (PG 64-22OK) and Superpave, Type S3 Patch (PG 64-22OK) are attached.

Description: Change Order No. 1 amends the quantities and Contract sum as shown in the attached Table 1 “City Wide Pavement Rehabilitation Project. City Project No. PW2304 “Ten Wins for the Citizens of Lawton”. FINAL CONTRACT QUANTITIES AND VALUES”. This Change Order adds Line Item Deductions for Non-Conforming Materials in accordance with the 2019 Oklahoma Department of Transportation Standard Specifications, Section 411.

PW2304
"TEN WINS FOR THE CITIZENS OF LAWTON"
FINAL QUANTITIES AND VALUES

ROADWAY		PAY ITEMS				UNIT PRICE	PLAN AMOUNT	AS BUILT QUANTITY	AS BUILT AMOUNT
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	QUANTITY					
202(A)2200	UNCLASSIFIED EXCAVATION	4	CY	725	\$36.60	\$26,535.00	177.12	\$6,482.59	
303(A) 1200	AGGREGATE BASE, TYPE A	5	CY	725	\$78.97	\$57,253.25	177.12	\$13,987.17	
326(B) 1300	GEOGRID REINFORCEMENT	6	SY	3,250	\$3.10	\$10,075.00	283.89	\$880.06	
407(B)7300	TACK COAT	R-25	GAL	17,125	\$3.86	\$66,102.50	18,575.00	\$71,699.50	
411(B) 1330	SUPERPAVE, TYPE S3(PG 64-22 OK)	R-26	TON	2,725	\$117.85	\$321,141.25	1,749.77	\$206,210.39	
411(C)1430	SUPERPAVE, TYPE S4(PG 64-22 OK)	R-26	TON	6,950	\$110.34	\$766,863.00	17,155.24	\$1,892,909.18	
411(D) 1530	SUPERPAVE, TYPE S5(PG 64-22 OK)	R-26	TON	13,350	\$118.32	\$1,579,572.00	1,693.11	\$200,328.78	
411(H)1900	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	R-26, 1, 2	TON	2,225	\$144.13	\$320,689.25	44.07	\$6,351.81	
412 3100	COLD MILLING PAVEMENT	R-30, 3, 10	SY	164,450	\$2.92	\$480,194.00	153,584.16	\$448,465.75	
609(B) 4360	2'-2" COMB. CRB. & GUT. (6' BARRIER)	11	LF	200	\$49.55	\$9,910.00	122.25	\$6,057.49	
612(A)3200	MANHOLES ADJUST TO GRADE	12	EA	25	\$988.24	\$24,706.00	0.00	\$0.00	
612(E) 3600	VALVE BOXES ADJUST TO GRADE	13	EA	25	\$140.00	\$3,500.00	1.00	\$140.00	
619(B) 6356	REMOVAL OF CURB AND GUTTER	R-40, 11	LF	200	\$32.45	\$6,490.00	20.00	\$649.00	
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	R-40 14	SY	2,825	\$11.20	\$31,640.00	73.85	\$827.12	
SUBTOTAL						\$3,704,671.25		\$2,854,988.83	

CONSTRUCTION		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
641 2110	MOBILIZATION	LSUM	1		\$77,904.95	\$77,904.95	1.00	\$77,904.95
SUBTOTAL						\$77,904.95		\$77,904.95

TRAFFIC		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
856(A)8200	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)	LF	94,675		\$1.10	\$104,142.50	77,206.00	\$84,926.60
856(A) 8216	TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)	LF	7,975		\$10.08	\$80,388.00	3,631.00	\$36,600.48
856(B) 8304	TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)	EA	54		\$308.00	\$16,632.00	68.00	\$20,944.00
856(B) 8308	TRAFFIC STRIPE(MULTI-POLY.)(SYMBOLS)	EA	4		\$1,344.00	\$5,376.00	0.00	\$0.00
856(B) 8312	TRAFFIC STRIPE(MULTI-POLY.)(WORDS)	EA	19		\$476.00	\$9,044.00	0.00	\$0.00
880(I)7110	CONSTRUCTION TRAFFIC CONTROL	TC-25, TC-25a, C-2	LSUM	1	\$20,720.00	\$20,720.00	1.00	\$20,720.00
SUBTOTAL						\$236,302.50		\$163,191.08

TOTAL BASE BID \$4,018,878.70 \$3,096,084.86

LINCOLN AVE

ROADWAY		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
202(A)2200	UNCLASSIFIED EXCAVATION	4	CY	150	\$45.06	\$6,759.00	329.27	\$14,836.91
303(A) 1200	AGGREGATE BASE, TYPE A	5	CY	150	\$104.48	\$15,672.00	329.27	\$34,402.13
326(B) 1300	GEOGRID REINFORCEMENT	6	SY	675	\$3.44	\$2,322.00	1,975.63	\$6,796.17
407(B)7300	TACK COAT	R-25	GAL	1,125	\$4.12	\$4,635.00	1,158.00	\$4,770.96
411(D)1530	SUPERPAVE, TYPE S5(PG 64-22 OK)	R-26	TON	1,500	\$106.99	\$160,485.00	1,346.55	\$144,067.38
411(H)1900	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	R-26, 1, 2	TON	1,500	\$103.00	\$154,500.00	1,039.84	\$107,103.52
412 3100	COLD MILLING PAVEMENT	R-30, 3	SY	6,300	\$3.28	\$20,664.00	5,194.22	\$17,037.04
609(B) 4360	2'-2" COMB. CRB. & GUT. (6' BARRIER)	11	LF	100	\$47.10	\$4,710.00	0.00	\$0.00
612(A)3200	MANHOLES ADJUST TO GRADE	8	EA	25	\$967.40	\$24,185.00	0.00	\$0.00
612(E) 3600	VALVE BOXES ADJUST TO GRADE	9	EA	25	\$172.50	\$4,312.50	0.00	\$0.00
619(B) 6356	REMOVAL OF CURB AND GUTTER	R-40, 11	LF	100	\$61.94	\$6,194.00	0.00	\$0.00
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	R-40, 10	SY	3,300	\$9.26	\$30,558.00	2,437.40	\$22,570.32
SUBTOTAL						\$434,996.50		\$351,584.43

CONSTRUCTION		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
641 2110	MOBILIZATION	12	LSUM	1	\$12,766.10	\$12,766.10	1.00	\$12,766.10
SUBTOTAL						\$12,766.10		\$12,766.10

TRAFFIC		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
880(I)7110	CONSTRUCTION TRAFFIC CONTROL	TC-25, TC-25a, C-2, 1	LSUM	1	\$6,325.00	\$6,325.00	1.00	\$6,325.00
SUBTOTAL						\$6,325.00		\$6,325.00

TOTAL ADD ALT 1 \$454,087.60 \$370,675.53

FARRIS AVE

ROADWAY		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
202(A)2200	UNCLASSIFIED EXCAVATION	4	CY	100	\$65.09	\$6,509.00	0.00	\$0.00
303(A) 1200	AGGREGATE BASE, TYPE A	5	CY	100	\$156.38	\$15,638.00	0.00	\$0.00
326(B) 1300	GEOGRID REINFORCEMENT	6	SY	375	\$4.08	\$1,530.00	0.00	\$0.00
407(B)7300	TACK COAT	R-25	GAL	1,275	\$4.95	\$6,311.25	175.00	\$866.25
409(A) 9200	FABRIC REINFORCEMENT	13	SY	2,825	\$20.12	\$56,839.00	6,567.05	\$132,129.05
411(D)1530	SUPERPAVE, TYPE S5(PG 64-22 OK)	R-26	TON	1,650	\$118.97	\$196,300.50	1,155.95	\$137,523.37
412 3100	COLD MILLING PAVEMENT	R-30, 3	SY	7,990	\$4.37	\$34,916.30	6,953.97	\$30,388.85
414(E) 5600	FULL DEPTH P.C.C. PATCH (PLACEMENT)	SY	3,700		\$16.76	\$62,012.00	4,201.74	\$70,421.16
414(G) 5800	P.C. CONCRETE FOR PAVEMENT	CY	850		\$173.23	\$147,245.50	828.61	\$143,540.11
612(A)3200	MANHOLES ADJUST TO GRADE	8	EA	25	\$939.29	\$23,482.25	1.00	\$939.29
612(C) 3400	INLET ADJUST TO GRADE	EA	1		\$4,763.97	\$4,763.97	1.00	\$4,763.97
612(E) 3600	VALVE BOXES ADJUST TO GRADE	9	EA	25	\$162.44	\$4,061.00	0.00	\$0.00
619(B) 6360	REMOVAL OF CONCRETE PAVEMENT	R-40, 10	SY	850	\$29.07	\$24,709.50	4,201.74	\$122,144.58
SUBTOTAL						\$584,318.27		\$642,716.63

CONSTRUCTION		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
641 2110	MOBILIZATION	12	LSUM	1	\$14,196.44	\$14,196.44	1.00	\$14,196.44
SUBTOTAL						\$14,196.44		\$14,196.44

TRAFFIC		PAY ITEMS				UNIT PRICE	TOTAL PRICE	AS BUILT QUANTITY
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
856(A)8200	TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)	LF	12,900		\$1.10	\$14,190.00	5,807.00	\$6,387.70
856(A) 8216	TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)	LF	400		\$10.08	\$4,032.00	343.00	\$3,457.44
856(B) 8304	TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)	EA	3		\$308.00	\$924.00	3.00	\$924.00
856(B) 8312	TRAFFIC STRIPE(MULTI-POLY.)(WORDS)	EA	2		\$476.00	\$952.00	0.00	\$0.00
880(I)7110	CONSTRUCTION TRAFFIC CONTROL	TC-25, TC-25a, C-2, 1	LSUM	1	\$10,640.00	\$10,640.00	1.00	\$10,640.00
SUBTOTAL						\$30,738.00		\$21,409.14

TOTAL ADD ALT 2 \$629,252.71 \$678,322.21

TRAFFIC		PAY ITEMS				UNIT PRICE	TOTAL PRICE	DEDUCT AMOUNT
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY				
	HMA DEDUCT PER SECT 411 SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	0		\$17.85	\$0.00	(6.07)	(\$715.35)
	HMA DEDUCT PER SECT 411 SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	0		\$110.34	\$0.00	(1,369.92)	(\$151,156.97)
SUBTOTAL						\$0.00		(\$151,872.32)

PROJECT TOTALS \$5,102,219.01 \$3,993,210.28

AMOUNT OVER/UNDER (\$1,109,008.73)

TABLE 1
PW2304
"TEN WINS FOR THE CITIZENS OF LAWTON"
FINAL QUANTITIES AND VALUES

ITEM NO.	ITEM DESCRIPTION	UNITS	TOTAL PLAN QUANTITY	TOTAL QUANTITY TO DATE	QUANTITY CHANGE	UNIT PRICE	ORIGINAL CONTRACT VALUE	CONTRACT VALUE CHANGE	FINAL CONTRACT VALUE	PERCENT OVERRUN/UNDER	EXPLANATION OF OVERRUN/UNDER
1	UNCLASSIFIED EXCAVATION	CY	725	177.12	-547.88	\$36.60	\$26,535.00	-\$20,052.41	\$6,482.59	-75.57%	OVERRUN DUE TO SUBGRADE IN PATCH AREAS BEING UNSTABLE AND REQUIRING UNDERCUT
2	AGGREGATE BASE, TYPE A	CY	725	177.12	-547.88	\$78.97	\$57,253.25	-\$43,266.08	\$13,987.17	-75.57%	OVERRUN DUE TO SUBGRADE IN PATCH AREAS BEING UNSTABLE AND REQUIRING UNDERCUT
3	GEOGRID REINFORCEMENT	SY	3,250	283.89	-2,966.11	\$3.10	\$10,075.00	-\$9,194.94	\$880.06	-91.26%	OVERRUN DUE TO SUBGRADE IN PATCH AREAS BEING UNSTABLE AND REQUIRING UNDERCUT
4	TACK COAT	GAL	17,125	1875.00	1,450.00	\$3.86	\$66,102.50	\$5,597.00	\$71,699.50	8.47%	SLIGHT OVERRUN DUE TO RE APPLICATIONS REQUIRED
5	SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	1749.77	1749.77	-975.23	\$117.85	\$321,141.25	-\$114,930.86	\$206,210.39	-35.79%	UNDER
6	SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	6,950	17155.24	10,205.24	\$110.34	\$766,863.00	\$1,126,046.18	\$1,892,909.18	146.84%	OVERRUN DUE TO CONTRACTOR ELECTING TO USE S4 IN LIEU OF S5 WITH RESIDENT ENGINEER'S CONSENT
7	SUPERPAVE, TYPE S5(PG 64-22 OK)	TON	13,350	1693.11	-11,656.89	\$118.32	\$1,579,572.00	-\$1,379,243.22	\$200,328.78	-87.32%	UNDER
8	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	TON	2,225	44.07	-2,180.93	\$144.13	\$320,689.25	-\$314,337.44	\$6,351.81	-98.02%	UNDER
9	COLD MILLING PAVEMENT	SY	164,450	153584.16	-10,865.84	\$2.92	\$480,194.00	-\$31,728.25	\$448,465.75	-6.61%	SLIGHT UNDER
10	2'-2" COMB. CRB. & GUT. (6" BARRIER)	LF	200	122.25	-77.75	\$49.55	\$9,910.00	-\$3,852.51	\$6,057.49	-38.88%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED
11	MANHOLES ADJUST TO GRADE	EA	25	0.00	-25.00	\$988.24	\$24,706.00	-\$24,706.00	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
12	VALVE BOXES ADJUST TO GRADE	EA	25	1.00	-24.00	\$140.00	\$3,500.00	-\$3,360.00	\$140.00	-96.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
13	REMOVAL OF CURB AND GUTTER	LF	200	20.00	-180.00	\$32.45	\$6,490.00	-\$5,841.00	\$649.00	-90.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED
14	REMOVAL OF CONCRETE PAVEMENT	SY	2,825	73.85	-2,751.15	\$11.20	\$31,640.00	-\$30,812.88	\$827.12	-97.39%	UNDER
15	MOBILIZATION	LSUM	1	1.00	0.00	\$77,904.95	\$77,904.95	\$0.00	\$77,904.95	0.00%	
16	TRAFFIC STRIPE(MULTI-POLY,)(4" WIDE)	LF	94,675	77206.00	-17,469.00	\$1.10	\$104,142.50	-\$19,215.90	\$84,926.60	-18.45%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED
17	TRAFFIC STRIPE(MULTI-POLY,)(24" WIDE)	LF	7,975	363.00	-4,344.00	\$10.08	\$80,388.00	-\$43,787.52	\$36,600.48	-54.47%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED
18	TRAFFIC STRIPE(MULTI-POLY,)(ARROWS)	EA	54	68.00	14.00	\$308.00	\$16,632.00	\$4,312.00	\$20,944.00	25.93%	
19	TRAFFIC STRIPE(MULTI-POLY,)(SYMBOLS)	EA	4	0.00	-4.00	\$1,344.00	\$5,376.00	-\$5,376.00	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED
20	TRAFFIC STRIPE(MULTI-POLY,)(WORDS)	EA	19	0.00	-19.00	\$476.00	\$9,044.00	-\$9,044.00	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED
21	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	1.00	0.00	\$20,720.00	\$20,720.00	\$0.00	\$20,720.00	0.00%	
ALTERNATE 1 - NW LINCOLN AVE											
22	UNCLASSIFIED EXCAVATION	CY	150	329.27	179.27	\$45.06	\$6,759.00	\$8,077.91	\$14,836.91	119.51%	OVERRUN DUE TO SUBGRADE IN PATCH AREAS BEING UNSTABLE AND REQUIRING UNDERCUT
23	AGGREGATE BASE, TYPE A	CY	150	329.27	179.27	\$104.48	\$15,672.00	\$18,730.13	\$34,402.13	119.51%	OVERRUN DUE TO SUBGRADE IN PATCH AREAS BEING UNSTABLE AND REQUIRING UNDERCUT
24	GEOGRID REINFORCEMENT	SY	675	1975.63	1,300.63	\$3.44	\$2,322.00	\$4,474.17	\$6,796.17	192.69%	OVERRUN DUE TO SUBGRADE IN PATCH AREAS BEING UNSTABLE AND REQUIRING UNDERCUT
25	TACK COAT	GAL	1,125	1158.00	33.00	\$4.12	\$4,635.00	\$135.96	\$4,770.96	2.93%	QUANTITY WITHIN 5% OF PLAN QUANTITY
26	SUPERPAVE, TYPE S5(PG 64-22 OK)	TON	1,500	1346.55	-153.45	\$106.99	\$160,485.00	-\$16,417.62	\$144,067.38	-10.23%	UNDER
27	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	TON	1,500	1039.84	-460.16	\$103.00	\$154,500.00	-\$47,396.48	\$107,103.52	-30.68%	UNDER
28	COLD MILLING PAVEMENT	SY	6,300	5194.22	-1,105.78	\$3.28	\$20,664.00	-\$3,626.96	\$17,037.04	-17.55%	UNDER
29	2'-2" COMB. CRB. & GUT. (6" BARRIER)	LF	100	0.00	-100.00	\$47.10	\$4,710.00	-\$4,710.00	\$0.00	-100.00%	UNDER
30	MANHOLES ADJUST TO GRADE	EA	25	0.00	-25.00	\$967.40	\$24,185.00	-\$24,185.00	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
31	VALVE BOXES ADJUST TO GRADE	EA	25	0.00	-25.00	\$172.50	\$4,312.50	-\$4,312.50	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
32	REMOVAL OF CURB AND GUTTER	LF	100	0.00	-100.00	\$61.94	\$6,194.00	-\$6,194.00	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
33	REMOVAL OF CONCRETE PAVEMENT	SY	3,300	2437.40	-862.60	\$9.26	\$30,558.00	-\$7,987.68	\$22,570.32	-26.14%	UNDER
34	MOBILIZATION	LSUM	1	1.00	0.00	\$12,766.10	\$12,766.10	\$0.00	\$12,766.10	0.00%	
35	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	1.00	0.00	\$6,325.00	\$6,325.00	\$0.00	\$6,325.00	0.00%	
ALTERNATE 2 - NW FARRIS AVE											
36	UNCLASSIFIED EXCAVATION	CY	100	0.00	-100.00	\$65.09	\$6,509.00	-\$6,509.00	\$0.00	-100.00%	UNDER
37	AGGREGATE BASE, TYPE A	CY	100	0.00	-100.00	\$156.38	\$15,638.00	-\$15,638.00	\$0.00	-100.00%	UNDER
38	GEOGRID REINFORCEMENT	SY	375	0.00	-375.00	\$4.08	\$1,530.00	-\$1,530.00	\$0.00	-100.00%	UNDER
39	TACK COAT	GAL	1,275	175.00	-1,100.00	\$4.95	\$6,311.25	-\$5,445.00	\$866.25	-86.27%	UNDER
40	FABRIC REINFORCEMENT	SY	2,825	6567.05	3,742.05	\$20.12	\$56,839.00	\$75,290.05	\$132,129.05	132.46%	OVERRUN DUE TO USE OF ADDITIONAL REINFORCEMENT FABRIC IN LOCATIONS WHERE EXISTING ASPHALT OVERLAY IN PLACE AND ON LINCOLN AVE
41	SUPERPAVE, TYPE S5(PG 64-22 OK)	TON	1,650	1155.95	-494.05	\$118.97	\$196,300.50	-\$58,777.13	\$137,523.37	-29.94%	UNDER
42	COLD MILLING PAVEMENT	SY	7,990	6953.97	-1,036.03	\$4.37	\$34,916.30	-\$4,527.45	\$30,388.85	-12.97%	UNDER
43	FULL DEPTH P.C.C. PATCH (PLACEMENT)	SY	3,700	4201.74	501.74	\$16.76	\$62,012.00	\$8,409.16	\$70,421.16	13.56%	OVERRUN DUE TO ELIMINATING ASPHALT OVERLAY OVER CONCRETE PAVEMENT. EXTENSIVE PANEL REPAIRS PERFORMED ON EXPOSED CONCRETE PANELS, THUS ELIMINATING THE NEED TO OVERLAY.
44	P.C. CONCRETE FOR PAVEMENT	CY	850	828.61	-21.39	\$173.23	\$147,245.50	-\$3,705.39	\$143,540.11	-2.52%	QUANTITY WITHIN 5% OF PLAN QUANTITY
45	MANHOLES ADJUST TO GRADE	EA	25	1.00	-24.00	\$939.29	\$23,482.25	-\$22,542.96	\$939.29	-96.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
46	INLET ADJUST TO GRADE	EA	1	1.00	0.00	\$4,763.97	\$4,763.97	\$0.00	\$4,763.97	0.00%	
47	VALVE BOXES ADJUST TO GRADE	EA	25	0.00	-25.00	\$162.44	\$4,061.00	-\$4,061.00	\$0.00	-100.00%	ESTIMATED QUANTITY. LESS USED THAN ESTIMATED. PAVING OPERATIONS CONDUCTED WHICH DID NOT REQUIRE ADJUSTMENTS
48	REMOVAL OF CONCRETE PAVEMENT	SY	850	4201.74	3,351.74	\$29.07	\$24,709.50	\$97,435.08	\$122,144.58	394.32%	OVERRUN DUE TO ELIMINATING ASPHALT OVERLAY OVER CONCRETE PAVEMENT. EXTENSIVE PANEL REPAIRS PERFORMED ON EXPOSED CONCRETE PANELS, THUS ELIMINATING THE NEED TO OVERLAY.
49	MOBILIZATION	LSUM	1	1.00	0.00	\$14,196.44	\$14,196.44	\$0.00	\$14,196.44	0.00%	
50	TRAFFIC STRIPE(MULTI-POLY,)(4" WIDE)	LF	12,900	5807.00	-7,093.00	\$1.10	\$14,190.00	-\$7,802.30	\$6,387.70	-54.98%	UNDER
51	TRAFFIC STRIPE(MULTI-POLY,)(24" WIDE)	LF	400	343.00	-67.00	\$10.08	\$4,032.00	-\$574.56	\$3,457.44	-14.25%	UNDER
52	TRAFFIC STRIPE(MULTI-POLY,)(ARROWS)	EA	3	3.00	0.00	\$308.00	\$924.00	\$0.00	\$924.00	0.00%	
53	TRAFFIC STRIPE(MULTI-POLY,)(WORDS)	EA	2	0.00	-2.00	\$476.00	\$952.00	-\$952.00	\$0.00	-100.00%	UNDER
54	CONSTRUCTION TRAFFIC CONTROL	LSUM	1	1.00	0.00	\$10,640.00	\$10,640.00	\$0.00	\$10,640.00	0.00%	
LINE ITEM DEDUCTIONS FOR NON-CONFORMING MATERIALS											
56	HMA DEDUCT PER SECT 411 SUPERPAVE, TYPE S3(PG 64-22 OK)	TON	0	-6.07	-6.07	\$117.85	\$0.00	-\$715.35	-\$715.35		DEDUCTIONS FOR NON-CONFORMING MATERIALS IN ACCORDANCE WITH SECTION 411 OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. SEE ATTACHED TEST REPORTS
57	HMA DEDUCT PER SECT 411 SUPERPAVE, TYPE S4(PG 64-22 OK)	TON	0	-1369.92	-1369.92	\$110.34	\$0.00	-\$151,156.97	-\$151,156.97		DEDUCTIONS FOR NON-CONFORMING MATERIALS IN ACCORDANCE WITH SECTION 411 OF THE OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. SEE ATTACHED TEST REPORTS
							\$5,102,219.01	-\$1,109,008.73	\$3,993,210.28		
										UNDER	-21.74%

City of Lawton, Oklahoma Engineering Division Partial Payment Estimate	Partial Payment Estimate Number <u>9</u> Period of Estimate: from <u>11/28/2024</u> to <u>1/23/2025</u> Page <u>1</u>
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Contractor: T&G Construction, Inc.	Project: 2024 Citywide Pavement Rehabilitation Project B Project No. PW2304
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Contract Change Order Summary	Estimate
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Number	Date Approved	Additions	Deductions	
Totals				1. Amount of Original Contract <u>\$5,102,219.01</u> 2. Change Order Adjustment _____ 3. Total Contract to Date <u>\$5,102,219.01</u> 4. Work Completed to Date <u>\$3,993,210.28</u> 5. Stored Materials _____ 6. Total Work Completed & Stored Materials <u>\$3,993,210.28</u> 7. Retainage (5 % x #6) <u>\$ -0-</u> 8. Amount of Previous Payments <u>\$3,797,232.66</u> 9. Balance Due This Payment (6-7-8) <u>\$195,977.62</u>
Net Change				
		Elapsed Days <u>190</u>	Remaining Days	

Original Days <u>120</u> Change Order Days _____ Recommended Delay Days _____ Recommended Total Days <u>120</u>	Work Order Date <u>4/8/2024</u> Original Completion Date <u>11/15/2024</u> Recommended Current Completion Date _____ Project on Schedule x YES <input type="checkbox"/> NO
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Certification of Contractor

According to the best of my knowledge and belief, I certify that all items and amounts shown on this Partial Payment Estimate are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced Contract, and/or duly authorized deviations, substitutions, alternations, and/or additions; that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this Partial Payment Estimate; that no part of the "Balance Due This Payment" has been received.

Contractor: T&G Construction, Inc.

Signed: *Prentiss Swan* Date: 1/31/2025

Certification of Architect or Engineer

I certify that I have checked and verified the above and foregoing Partial Payment Estimate; that to the best of my knowledge and belief it is a true and correct statement of work performed and/or material supplied by the contractor; that all work and/or material included in this Partial Payment Estimate has been inspected by me and/or by my duly authorized representative or assistants and that it has been performed and/or supplied in full accordance with requirements of the reference contract.

Architect or Engineer – Signed: *38* Date: 01/31/2025

Inspector – Signed: *John L. ...* Date: 2/3/2025

- Cost of Work Completed to Date Under Original Contract Only**
- Entries must be limited to work and costs under the original contract only.
 - Work and cost data under change orders is to be shown on the front of this form.
 - Enter data per bid proposal in columns (1) through (5).
 - Show previous work completed in columns (6) and (7)
 - Show current work completed in columns (8) and (9)
 - Show all work completed to date under original contract in columns (10) and (11).
 - Show percent completion in column (12).

CONTRACTOR'S RELEASE TO CITY

TO: City of Lawton

Re: 2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B
PROJECT NO. PW2304

This is to certify that T&G Construction, Inc., by acceptance of this final payment, hereby releases the owner, City of Lawton, from all claims and all liabilities to the City of Lawton for all things done or furnished in connection with work on this project and further releases said City of Lawton from liabilities arising from any act of the owner or his agent arising in connection with this project. This release in no way operates to release the contractor or his Surety from any obligations under this contract or the bond tendered pursuant thereto.

T&G Construction, Inc.
Name of Corporation

Authorized Agent

STATE OF OKLAHOMA }
COUNTY OF COMANCHE }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of January, 2025, personally appeared JC Grayson, (name) to me known to be the identical person who signed the name of JC Grayson, (business/proprietorship/authorized agent name), an Oklahoma corporation/proprietorship, to the within and foregoing instrument as its President (president/owner), and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/ Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.


Notary Public

My Commission Expires: 3-31-2026



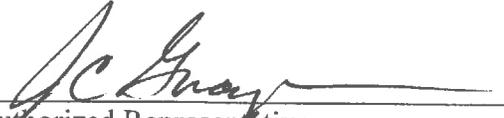
PAYMENT CERTIFICATE

TO: City of Lawton

Re: **2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B**
PROJECT NO. PW2304

I, JC Grayson of
Name of Authorized Agent and Designation

T&G Construction, Inc. do hereby affirm that all claims and Company obligations incurred by me or in my behalf in connection with the performance of the above mentioned project have been fully paid and settled.


Authorized Representative
T&G Construction, Inc.
Name of Company

STATE OF OKLAHOMA }
COUNTY OF COMANCHE }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of January, 2025, personally appeared JC Grayson, (name) to me known to be the identical person who signed the name of JC Grayson, (corporation/proprietorship/authorized agent name) an Oklahoma corporation, to the within and foregoing instrument as its President, (president/owner) and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.


Notary Public

My Commission Expires: 3-31-2025



CONTRACTOR'S PAY CLAIM
2024 Citywide Pavement Rehabilitation Project B
 Pay Estimate No. 9 Period of Estimate: 11/28/2024 - 1/23/2025

ITEM #	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE	PERC. COMP.
ROADWAY ITEMS											
1	725.00	CY	Unclassified Excavation	\$36.60	177.12	\$6,482.59	0.00	\$0.00	177.12	\$6,482.59	24.43%
2	725.00	CY	Aggregate Base, Type A	\$78.97	177.12	\$13,987.17	0.00	\$0.00	177.12	\$13,987.17	24.43%
3	3,250.00	SY	Geogrid Reinforcement	\$3.10	283.89	\$880.06	0.00	\$0.00	283.89	\$880.06	8.74%
4	17,125.00	GAL	Tack Coat	\$3.86	18,575.00	\$71,699.50	0.00	\$0.00	18,575.00	\$71,699.50	108.47%
5	2,725.00	TON	Superpave, Type S3 (PG 64-22 OK)	\$117.85	1,749.77	\$206,210.39	0.00	\$0.00	1,749.77	\$206,210.39	64.21%
6	6,950.00	TON	Superpave, Type S4 (PG 64-22 OK)	\$110.34	17,155.24	\$1,892,909.18	0.00	\$0.00	17,155.24	\$1,892,909.18	246.84%
7	13,350.00	TON	Superpave, Type S5 (PG 64-22 OK)	\$118.32	1,693.11	\$200,328.78	0.00	\$0.00	1,693.11	\$200,328.78	12.68%
8	2,225.00	TON	Superpave, Type S3 (Patch)(PG 64-22 OK)	\$144.13	44.07	\$6,351.81	0.00	\$0.00	44.07	\$6,351.81	1.98%
9	164,450.00	SY	Cold Milling Pavement	\$2.92	153,584.16	\$448,465.75	0.00	\$0.00	153,584.16	\$448,465.75	93.39%
10	200.00	LF	2'-2" Comb Curb & Gutter (6" Barrier)	\$49.55	122.25	\$6,057.49	0.00	\$0.00	122.25	\$6,057.49	61.13%
11	25.00	EA	Manholes Adjust to Grade	\$988.24	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
12	25.00	EA	Valve Boxes Adjust to Grade	\$140.00	0.00	\$0.00	1.00	\$140.00	1.00	\$140.00	4.00%
13	200.00	LF	Removal of Curb & Gutter	\$32.45	20.00	\$649.00	0.00	\$0.00	20.00	\$649.00	10.00%
14	2,825.00	SY	Removal of Concrete Pavement	\$11.20	73.85	\$827.12	0.00	\$0.00	73.85	\$827.12	2.61%
CONSTRUCTION											
15	1.00	LSUM	Mobilization	\$77,904.95	1.00	\$77,904.95	0.00	\$0.00	1.00	\$77,904.95	100.00%
TRAFFIC											
16	94,675.00	LF	Traffic Stripe (Multi-Poly)(4" Wide)	\$1.10	77,206.00	\$84,926.60	0.00	\$0.00	77,206.00	\$84,926.60	81.55%
17	7,975.00	LF	Traffic Stripe (Multi-Poly)(24" Wide)	\$10.08	3,631.00	\$36,600.48	0.00	\$0.00	3,631.00	\$36,600.48	45.53%
18	54.00	LF	Traffic Stripe (Multi-Poly)(Arrows)	\$308.00	68.00	\$20,944.00	0.00	\$0.00	68.00	\$20,944.00	125.93%
19	4.00	LF	Traffic Stripe (Multi-Poly)(Symbols)	\$1,344.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
20	19.00	LF	Traffic Stripe (Multi-Poly)(Words)	\$476.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
21	1.00	LSUM	Construction Traffic Control	\$20,720.00	1.00	\$20,720.00	0.00	\$0.00	1.00	\$20,720.00	100.00%
ALTERNATE I											
ROADWAY											
22	150.00	CY	Unclassified Excavation	\$45.06	329.27	\$14,836.91	0.00	\$0.00	329.27	\$14,836.91	219.51%
23	150.00	CY	Aggregate Base, Type A	\$104.48	329.27	\$34,402.13	0.00	\$0.00	329.27	\$34,402.13	219.51%
24	675.00	SY	Geogrid Reinforcement	\$3.44	1,975.63	\$6,796.17	0.00	\$0.00	1,975.63	\$6,796.17	292.69%
25	1,125.00	GAL	Tack Coat	\$4.12	1,158.00	\$4,770.96	0.00	\$0.00	1,158.00	\$4,770.96	102.93%
26	1,500.00	TON	Superpave, Type S5 (PG 64-22 OK)	\$106.99	1,346.55	\$144,067.38	0.00	\$0.00	1,346.55	\$144,067.38	89.77%
27	1,500.00	TON	Superpave, Type S3 (Patch)(PG 64-22 OK)	\$103.00	1,039.84	\$107,103.52	0.00	\$0.00	1,039.84	\$107,103.52	69.32%
28	6,300.00	SY	Cold Milling Pavement	\$3.28	5,194.22	\$17,037.04	0.00	\$0.00	5,194.22	\$17,037.04	82.45%
29	100.00	LF	2'-2" Comb Curb & Gutter (6" Barrier)	\$47.10	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
30	25.00	EA	Manholes Adjust to Grade	\$967.40	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
31	25.00	EA	Valve Boxes Adjust to Grade	\$172.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
32	100.00	LF	Removal of Curb & Gutter	\$61.94	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
33	3,300.00	SY	Removal of Concrete Pavement	\$9.26	2,437.40	\$22,570.32	0.00	\$0.00	2,437.40	\$22,570.32	73.86%
CONSTRUCTION											
34	1.00	LSUM	Mobilization	\$12,766.10	1.00	\$12,766.10	0.00	\$0.00	1.00	\$12,766.10	100.00%
TRAFFIC											
35	1.00	LSUM	Construction Traffic Control	\$6,325.00	1.00	\$6,325.00	0.00	\$0.00	1.00	\$6,325.00	100.00%

ALTERNATE 2											
ROADWAY											
36	100.00	CY	Unclassified Excavation	\$65.09	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
37	100.00	CY	Aggregate Base, Type A	\$156.38	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
38	375.00	SY	Geogrid Reinforcement	\$4.08	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
39	1,275.00	GAL	Tack Coat	\$4.95	175.00	\$866.25	0.00	\$0.00	0.00	\$0.00	0.00%
40	2,825.00	SY	Fabric Reinforcement	\$20.12	6,567.05	\$132,129.05	0.00	\$0.00	175.00	\$866.25	13.73%
41	1,650.00	TON	Superpave, Type S5 (PG 64-22 OK)	\$118.97	1,155.95	\$137,523.37	0.00	\$0.00	6,567.05	\$132,129.05	232.46%
42	7,990.00	SY	Cold Milling Pavement	\$4.37	6,953.97	\$30,388.85	0.00	\$0.00	1,155.95	\$137,523.37	70.06%
43	3,700.00	SY	Full Depth P.C.C. Patch (Placement)	\$16.76	4,201.74	\$70,421.16	0.00	\$0.00	6,953.97	\$30,388.85	87.03%
44	850.00	CY	P.C. Concrete for Pavement	\$173.23	828.61	\$143,540.11	0.00	\$0.00	4,201.74	\$70,421.16	113.56%
45	25.00	EA	Manholes Adjust to Grade	\$939.29	1.00	\$939.29	0.00	\$0.00	828.61	\$143,540.11	97.48%
46	1.00	EA	Inlet Adjust to Grade	\$4,763.97	1.00	\$4,763.97	0.00	\$0.00	1.00	\$939.29	4.00%
47	25.00	EA	Valve Boxes Adjust to Grade	\$162.44	0.00	\$0.00	0.00	\$0.00	1.00	\$4,763.97	100.00%
48	850.00	SY	Removal of Concrete Pavement	\$29.07	4,201.74	\$122,144.58	0.00	\$0.00	0.00	\$0.00	0.00%
									4,201.74	\$122,144.58	494.32%
CONSTRUCTION											
49	1.00	LSUM	Mobilization	\$14,196.44	1.00	\$14,196.44	0.00	\$0.00	1.00	\$14,196.44	100.00%
TRAFFIC											
50	12,900.00	LF	Traffic Stripe (Multi-Poly)(4" Wide)	\$1.10	5,807.00	\$6,387.70	0.00	\$0.00	5,807.00	\$6,387.70	45.02%
51	400.00	LF	Traffic Stripe (Multi-Poly)(24" Wide)	\$10.08	343.00	\$3,457.44	0.00	\$0.00	343.00	\$3,457.44	85.75%
52	3.00	LF	Traffic Stripe (Multi-Poly)(Arrows)	\$308.00	3.00	\$924.00	0.00	\$0.00	3.00	\$924.00	100.00%
53	2.00	LF	Traffic Stripe (Multi-Poly)(Words)	\$476.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%
54	1.00	LSUM	Construction Traffic Control	\$10,640.00	1.00	\$10,640.00	0.00	\$0.00	1.00	\$10,640.00	100.00%
						\$0.00		\$0.00	0.00	\$0.00	
	0.00	TONS	HMA DEDUCT S4 1250 Tons	\$110.34	(1,340.00)	(\$147,855.60)	-29.92	(\$3,301.37)	(1,369.92)	(\$151,156.97)	
		TONS	HMA DEDUCT S3 1250 Tons	\$117.85		\$0.00	-6.07	(\$715.35)	(6.07)	(\$715.35)	
TOTAL AMOUNT						\$3,997,087.01		(\$3,876.72)		\$3,993,210.28	

Total Work =			
Stored Material =			\$3,993,210.28
Total Work + Stored Material =			\$0.00
Retainage Percentage =	0.00%		\$3,993,210.28
Retainage =			\$0.00
Previous Payment =			\$3,797,232.66
Balance Due this Payment =			<u>\$195,977.62</u>
Total Payment after this Claim =			\$3,993,210.28
Amount of Original Contract =		\$5,102,219.01	
Change Order No. 1 Adjustment =			
Change Order No. 2 Adjustment =			
Total Adjusted Contract Amount =		\$5,102,219.01	
Increase in Contract Price at Project Close-out =		\$0.00	
Original Days:	120	Work Order Date:	4/8/2024
Change Order Days:	0	Original Completion Date:	11/15/2024
Weather Days:	1	Recommended Current Completion Date:	
Utility Delay Days:			
Total Recommended Delay Days:	1		
Recommended Total Days:	121		

**CITY OF LAWTON
PW2304 - FARRIS AVE CONCRETE PATCHING
CLASS A CONCRETE**

Date	Day				
	1	3	4	7	28
8/9/2024		2980		3560	4430
8/13/2024		3300		4170	
8/15/2024	2780		3780	3790	
8/20/2024	2540			3790	4710
8/27/2024		4550		4810	6120
9/4/2024		3900		4280	
9/10/2024		3140		3690	4660
9/17/2024		3750		4240	4950
10/1/2024	2210	3470		3580	4430
10/15/2024		3020		4060	5150
10/22/2024		3150		3830	4775
10/24/2024		3772		3880	5650
10/28/2024	4761			5680	7170
Avg Strength	3073	3503	3780	4105	5205

CITY OF LAWTON
PW2304
SUPERPAVE, TYPE S3 (PG 64-22OK) PATCH

LOT 1
Lincoln Ave
5/31/2024

SIEVE SIZE	JMF	TOTAL AGG % PASS	
1 1/2" (37.5 mm)	100		
1" (25.0 mm)	100	100	100
3/4" (19.0 mm)	99	99	99
1/2" (12.5 mm)	90	95	95
3/8" (9.5 mm)	83	91	91
# 4 (4.75 mm)	57	71	71
# 8 (2.36 mm)	40	46	46
# 16 (1.18 mm)	29	31	31
# 30 (.600 mm)	22	22	22
# 50 (.300 mm)	13	15	15
# 100 (.150 mm)	6	7	7
# 200 (.075 mm)	4.0	5.3	5.3
CORR. % AC	4.8	5.3	5.3
AVG RICES	2.489	2.466	2.466
LAB MOLDS	2.377	2.367	2.367
MOLD DENSITY	95.5	96.0	96.0
AIR VOIDS	4.5	4.0	4.0
VMA	14.2	14.9	14.9
RDWY DENSITY		94.0	94.0
Gse	2.687	2.682	2.682
Gsb	2.637	2.633	2.633

**CITY OF LAWTON
PW2304
SUPERPAVE, TYPE S3 (PG 64-22OK)**

LOT 1	LOT 2	LOT 3
SW G	SW E	SE 2nd
5/31/2024	6/6/2024	6/25/2024
L23499	L23508	L23551

SIEVE SIZE	JMF	TOTAL AGG % PASS			
1 1/2" (37.5 mm)	100	100	100	100	100
1" (25.0 mm)	100	100	100	100	100
3/4" (19.0 mm)	99	99	99	100	99
1/2" (12.5 mm)	90	95	95	92	94
3/8" (9.5 mm)	83	91	89	87	89
# 4 (4.75 mm)	57	71	66	63	67
# 8 (2.36 mm)	40	46	43	41	43
# 16 (1.18 mm)	29	31	30	28	30
# 30 (.600 mm)	22	22	22	20	21
# 50 (.300 mm)	13	15	16	14	15
# 100 (.150 mm)	6	7	8	8	8
# 200 (.075 mm)	4.0	5.3	6.2	5.9	5.8
CORR. % AC	4.8	5.3	4.9	4.6	4.9
AVG RICES	2.489	2.466	2.473	2.483	2.474
LAB MOLDS	2.377	2.367	2.396	2.394	2.386
MOLD DENSITY	95.5	96.0	96.9	96.4	96.4
AIR VOIDS	4.5	4.0	3.1	3.6	3.6
VMA	14.2	14.9	13.1	12.9	13.6
RDWY DENSITY		94.0	94.0	95.1	94.4
Gse	2.687	2.682	2.672	2.671	2.675
Gsb	2.637	2.633	2.623	2.621	2.625

DEDUCT
6.07 TONS

CITY OF LAWTON
PW2304
SUPERPAVE, TYPE S3 (PG 64-22OK)

Road	Lot	Rdwy Density		AC			Air Voids			Combined Pay Factor				Tons	Deduct
		ALD	PAF	JMF Lot AC	4.80 Dev	PAF	Target Lot AV	4.00 Dev	PAF	4RD	3AC	3AV	CPF		
SW G	1.0	94.0	1.00	5.30	0.50	0.90	4.00	0.00	1.00	4.00	2.70	3.00	0.97	202.33	6.07
SW E	2.0	94.0	1.00	4.90	0.10	1.00	3.10	0.90	1.00	4.00	3.00	3.00	1.00	243.71	0.00
SE 2nd	3.0	95.1	1.00	4.60	0.20	1.00	3.60	0.40	1.00	4.00	3.00	3.00	1.00	625.50	0.00
	4.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	5.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	6.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	7.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	8.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	9.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	10.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	11.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	12.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	13.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
	14.0		0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
			0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00		0.00
TOTAL DEDUCT TONS															6.07

Total Tons **1071.54**

CITY OF LAWTON
PW2304
SUPERPAVE, TYPE S4 (PG 64-22OK)

Lot 23, Design #
S4pv0142400200

SIEVE SIZE	JMF	LOT 1	LOT 2	LOT 3	LOT 4	LOT 5	LOT 6	LOT 7	LOT 8	LOT 9	LOT 10	LOT 11	LOT 12	LOT 13	LOT 14	LOT 15	LOT 16 **	LOT 17	LOT 18	LOT 19	LOT 20	LOT 21	LOT 22	LOT 23	
		E Gore	11th St	6th St	6th St	E St	SE 2nd	SE 2nd	NW 26th St	SW C	Lincoln	SW 45th & SW G	Ferris Ave	Farris Ave											
1 1/2" (37.5 mm)	100																								
1" (25.0 mm)	100																								
3/4" (19.0 mm)	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100		100	100	100	100	100	100	100	100
1/2" (12.5 mm)	95	100	100	99	97	97	97	98	98	97	96	97	98	97	97	97		96	94	96	98	97	96	94	98
3/8" (9.5 mm)	86	89	86	91	87	92	91	91	90	87	89	89	91	88	87	88		84	88	87	90	90	86	84	90
# 4 (4.75 mm)	69	70	67	71	65	69	69	71	68	63	68	65	68	64	64	67		60	69	63	66	66	57	55	59
# 8 (2.36 mm)	48	49	47	50	45	45	47	47	46	40	45	43	45	44	45	44		39	48	44	44	45	38	42	42
# 16 (1.18 mm)	34	36	34	35	30	30	31	32	31	28	31	30	31	31	31	30		27	34	31	31	32	27	33	32
# 30 (.600 mm)	25	27	25	26	21	21	21	23	22	20	22	22	22	23	22	22		21	26	23	23	23	19	25	24
# 50 (.300 mm)	15	18	16	17	14	14	13	14	14	13	14	15	14	16	15	15		14	17	16	16	15	13	16	14
# 100 (.150 mm)	7	8	8	9	7	7	7	7	7	6	7	8	7	8	8	7		6	8	7	8	8	7	7	6
# 200 (.075 mm)	4.8	6.0	5.8	6.8	5.1	5.7	6.2	5.2	5.5	5.0	5.4	5.9	5.7	5.9	5.4	5.0		4.8	6.6	4.8	6.1	5.8	6.2	4.5	3.0
CORR. % AC	5.3	5.3	5.5	5.4	5.1	5.4	5.6	5.2	5.1	4.8	5.4	4.8	5.5	4.7	5.0	4.8		4.7	5.3	5.1	5.6	5.5	5.2	4.9	5.1
AVG RICES	2.454	2.435	2.425	2.473	2.447	2.449	2.441	2.444	2.450	2.465	2.457	2.476	2.457	2.460	2.444	2.453		2.465	2.467	2.464	2.471	2.469	2.465	2.454	2.448
LAB MOLDS	2.353	2.388	2.395	2.373	2.360	2.373	2.348	2.344	2.349	2.350	2.372	2.351	2.372	2.373	2.379	2.346		2.365	2.373	2.409	2.402	2.392	2.348	2.375	2.349
MOLD DENSITY	95.9	98.1	98.8	96.0	96.4	96.9	96.2	95.9	95.9	95.3	96.5	95.0	96.5	96.5	97.3	95.6		95.9	96.2	97.8	97.2	96.9	95.3	96.8	96.0
AIR VOIDS	4.1	1.9	1.2	4.0	3.6	3.1	3.8	4.1	4.1	4.7	3.5	5.0	3.5	3.5	2.7	4.4		4.1	3.8	2.2	2.8	3.1	4.7	3.2	4.0
VMA	14.7	12.6	12.4	14.9	13.7	14.0	15.0	14.4	14.2	14.0	14.3	14.4	14.6	12.7	12.6	13.7		13.2	14.5	12.6	14.3	14.3	15.1	13.3	14.0
RDWY DENSITY		97.4	97.7	93.0	94.4	95.0	94.6	96.2	95.5	92.3	94.5	92.5	92.5	93.2	92.3			95.0	95.0	96.0	95.1	94.0			
Gse	2.667	2.644	2.640	2.696	2.650	2.666	2.665	2.650	2.653	2.658	2.676	2.672	2.681	2.647	2.641	2.643		2.654	2.684	2.671	2.703	2.696	2.676	2.649	2.651
Gsb	2.611	2.588	2.585	2.639	2.594	2.610	2.609	2.595	2.598	2.602	2.620	2.615	2.624	2.592	2.586	2.588		2.598	2.627	2.615	2.646	2.639	2.620	2.604	2.606

DEDUCT 250 TONS DEDUCT 1000 TONS

DEDUCT 30 TONS

DEDUCT 30 TONS

DEDUCT 30 TONS

** Lot 16 was voided due to ignition oven catching fire.

CITY OF LAWTON
PW2304
SUPERPAVE, TYPE S4 (PG 64-22OK)

Road	Lot	Rdwy Density		AC			Air Voids			Combined Pay Factor				Tons	Deduct
		ALD	PAF	JMF	5.30	PAF	Target	4.00	PAF	4RD	3AC	3AV	CPF		
				Lot AC	Dev		Lot AV	Dev							
E Gore	1.0	88.1	0.49	5.30	0.00	1.00	1.90	2.10	0.84	1.98	3.00	2.52	0.75	1000.00	250.00
E Gore	2.0	97.7	Unacceptable	5.50	0.20	1.00	1.20	2.80	Unacceptable	#VALUE!	3.00	#VALUE!	#VALUE!	1000.00	1000.00
E Gore	3.0	93.0	1.00	5.40	0.10	1.00	4.00	0.00	1.00	4.00	3.00	3.00	1.00	1000.00	0.00
E Gore	4.0	94.4	1.00	5.10	0.20	1.00	3.60	0.40	1.00	4.00	3.00	3.00	1.00	1000.00	0.00
E Gore	5.0	95.0	1.00	5.40	0.10	1.00	3.10	0.90	1.00	4.00	3.00	3.00	1.00	1000.00	0.00
E Gore	6.0	94.6	1.00	5.60	0.30	1.00	3.80	0.20	1.00	4.00	3.00	3.00	1.00	1000.00	0.00
E Gore	7.0	96.2	1.00	5.20	0.10	1.00	4.10	0.10	1.00	4.00	3.00	3.00	1.00	741.85	0.00
11th Street	8.0	95.5	1.00	5.10	0.20	1.00	3.80	0.20	1.00	4.00	3.00	3.00	1.00	1000.00	0.00
11th Street	9.0	92.3	1.00	4.80	0.50	0.90	4.70	0.70	1.00	4.00	2.70	3.00	0.97	1000.00	30.00
11th Street	10.0	94.5	1.00	5.40	0.10	1.00	3.50	0.50	1.00	4.00	3.00	3.00	1.00	1000.00	0.00
11th Street	11.0	92.5	1.00	4.80	0.50	0.90	5.00	1.00	1.00	4.00	2.70	3.00	0.97	1000.00	30.00
11th Street	12.0	92.5	1.00	5.50	0.20	1.00	3.50	0.50	1.00	4.00	3.00	3.00	1.00	706.95	0.00
6th Street	13.0	93.2	1.00	4.70	0.60	0.90	3.50	0.50	1.00	4.00	2.70	3.00	0.97	1000.00	30.00
6th Street	14.0	92.3	1.00	5.00	0.30	1.00	2.70	1.30	1.00	4.00	3.00	3.00	1.00	238.47	0.00
SW E	15.0	94.0	1.00	4.80	0.50	0.90	4.40	0.40	1.00	4.00	2.70	3.00	0.97	743.30	22.30
SE 2nd	16.0	95.0	1.00	4.70	0.60	0.90	4.10	0.10	1.00	4.00	2.70	3.00	0.97		0.00
SE 2nd (RETEST)	17.0	95.0	1.00	5.30	0.00	1.00	3.80	0.20	1.00	4.00	3.00	3.00	1.00	914.76	0.00
NW 26th	18.0	95.0	1.00	5.10	0.20	1.00	2.20	1.80	0.95	4.00	3.00	2.84	0.98	467.01	7.62
SW C	19.0	96.0	1.00	5.60	0.30	1.00	2.80	1.20	1.00	4.00	3.00	3.00	1.00	2084.48	0.00
NW Lincoln	20.0	95.1	1.00	5.50	0.20	1.00	3.10	0.90	1.00	4.00	3.00	3.00	1.00	1346.55	0.00
SW 45th & SW G	21.0	94.0	1.00	5.20	0.10	1.00	4.70	0.70	1.00	4.00	3.00	3.00	1.00	531.19	0.00
NW Farris	22.0	94.0	1.00	4.90	0.40	1.00	3.20	0.80	1.00	4.00	3.00	3.00	1.00	1155.95	0.00
TOTAL DEDUCT TONS															1369.92

PAYMENT CERTIFICATE

TO: City of Lawton

Re: **2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B**
PROJECT NO. PW2304

I, JC Grayson of
Name of Authorized Agent and Designation

T&G Construction, Inc. do hereby affirm that all claims and Company obligations incurred by me or in my behalf in connection with the performance of the above mentioned project have been fully paid and settled.

JC Grayson
Authorized Representative
T&G Construction, Inc.
Name of Company

**STATE OF OKLAHOMA }
COUNTY OF COMANCHE}**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd day of January, 2025, personally appeared JC Grayson, (name) to me known to be the identical person who signed the name of JC Grayson, (corporation/proprietorship/authorized agent name) an Oklahoma corporation, to the within and foregoing instrument as its President, (president/owner) and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation/Company for uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

Keri L. Brammer
Notary Public

My Commission Expires: 3-31-2025



SUBCONTRACTOR'S

**WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT**

The undersigned subcontractor or material/equipment supplier, in consideration of the final payment in the amount of \$ 179,826.25, hereby waives and releases its lien, and right to claim a lien for labor, services, or materials furnished to T & G Construction (contractor) on the job of **2024 CITYWIDE PAVEMENT REHABILITATION PROJECT B PROJECT NO. PW2304** for the City of Lawton, Comanche County, Oklahoma.

The said subcontractor or material/equipment supplier has been fully satisfied and paid any and all claims for labor and materials/equipment insofar as they pertain to the "Project" in question.

In further consideration of the payment made and set forth, the undersigned certifies that all of its subcontracts or material/equipment suppliers and employees on the project have already been paid and the undersigned agrees to indemnify and hold completely harmless T & G Construction (contractor) in the event of any claims hereafter made alleging non-payment by such subcontractors or material/equipment suppliers or employees.

Date: 2/15/2024

Direct Traffic Control
Subcontractor/Supplier

By: Chandler Miller (Print Name)

Chandler Miller (Signature) CFO (Title)

State of Oklahoma County of Muskogee

Subscribed and sworn to before me on this 5th day of February, 2024

Leisha A. Downey
Notary Public

My commissions expires: 9/24/2025

My commission number: 21012640





City of Lawton

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

Commentary

File #: 25-0138

Agenda Date: 2/25/2025

Agenda No: 6.

ITEM TITLE:

Consider approval of an amendment to an easement agreement between Comanche Renewables, LLC and the City of Lawton for the use of the Landfill Gas End Use Program.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: On January 11, 2022, City Council approved the Lease, Easement and Landfill Gas Rights Agreement with Comanche Renewables, LLC. The agreement provides for a landfill gas project to be constructed, operated, and maintained by Comanche Renewables that will produce pipeline quality natural gas to be sold and injected into the natural gas distribution system. The project also reduces landfill gas system operational expenses currently incurred by the city and provides for a new source of revenue generation in the best interest of our citizens through gas royalties.

The amendment to the easement agreement provides the following:

- Establishing a new easement for the placement of a containerized air compressor and associated equipment used for purposes of landfill gas extraction located at the Flare Enclosure Area of the landfill
- Existing Flare Enclosure Area is not part of the landfill's day to day usable area for routine and ongoing operations
- Easement establishes both an access road and access to the Flare Enclosure Area, matching other easements already granted from the City of Lawton to Comanche Renewables for gas lines, condensate lines, telephone and electrical lines to complete functional plant operations

EXHIBIT: Third Amendment to Easement Agreement

KEY ISSUES: No issues noted from landfill staff.

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve an amendment to an easement agreement between Comanche Renewables, LLC and the City of Lawton for the use of the Landfill Gas End Use Program.

AFTER RECORDING RETURN TO:

Robert D. Jordan
NextEra Energy Resources, LLC
700 Universe Boulevard, LAW/JB
Juno Beach, Florida 33408

THIRD AMENDMENT TO EASEMENT AGREEMENT

THIS THIRD AMENDMENT TO EASEMENT AGREEMENT (this "**Third Amendment**") is made and entered into this ____ day of _____, 2025, by and between the City of Lawton ("**Grantor**" or "**Landowner**"), and Comanche Renewables, LLC, an Oklahoma limited liability company ("**Grantee**" or "**Company**").

A. Grantor and Grantee entered into that certain Easement Agreement filed of record July 19, 2023 at Book 9368, Page 207 in the Records of the County Clerk of Comanche, Oklahoma, as amended by that certain Second Amendment to Easement Agreement filed of record October 29, 2024 at Book 9698, Page 217 (as amended, the "**Agreement**").

B. The parties desire to amend the Agreement as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all terms defined in the Agreement have the same meaning in this Third Amendment.

2. Section 2. Section 2 of the Agreement is hereby deleted in its entirety and restated as follows:

"2. The Landowner does hereby grant and convey unto Company, eight (8) perpetual exclusive right-of-way and easements (collectively, the "**Easement**") to own, use, develop, construct, lay, improve, install, operate, maintain, inspect, test, protect, repair, alter, convert, replace, in whole or in part, change the size of, change the product, relocate within the easement, and remove or abandon in place (i) pipelines (the "**Pipelines**") and appurtenances and facilities as necessary, including cathodic protection equipment, aerial markers, power drops, telecommunications, controls, wires, cables, conduit, trays and such other equipment as is used or useful in the construction, use, operation and maintenance for the transportation of water and pipeline quality gas and their raw and naturally occurring constituents and associated substances, including condensate (collectively, the "**Facilities**"), (ii) an access road (the "**Road**"), (iii) all machinery, equipment, fixtures, buildings and improvements that are necessary or incidental to the gathering, processing, compression, transmission, transportation, consumption, use, monitoring, measuring,

testing, marketing or storage of landfill gas (collectively, the "**Project Equipment**"), and any necessary ingress/egress roads associated with such Easement, on, in, over, under, through and across the lands of Landowner described on Exhibit A situated in Comanche County, Oklahoma (the "**Property**"), with approximate location of the Easement areas being described on Exhibit A and being shown on Exhibit B, Exhibit B-1 and Exhibit B-2 attached hereto and made a part of this Agreement (collectively, the "**Easement Area**").

a. During the initial construction of the Pipeline(s), the Project Equipment, and/or the Facilities, and any periods of construction, maintenance, repair, replacement or removal of the Pipeline(s), the Project Equipment, and/or Facilities, Company shall also have the rights to utilize temporary rights-of-way areas more particularly described on Exhibit A; provided, however, that the temporary right-of-way areas may exceed the areas set forth on Exhibit A wherever required for Company's work to comply with safety requirements, applicable permits and regulations.

b. Prior to the commencement of construction of the Pipeline(s), the Project Equipment, and/or the Facilities, and following reasonable notice to Landowner, Company is hereby granted the right to enter upon the Property, for survey and investigatory purposes which shall include, but are not limited to, making surveys, soundings, drillings, appraisals, environmental assessments, archaeological assessments, and other examinations necessary to the construction of the Pipeline(s), the Project Equipment, and/or the Facilities. The Easement includes the right of ingress and egress over the Easement Area itself, over the Property of Landowner in order to obtain access to the Easement Area, and over the Property of Landowner adjacent to the Easement Area and lying between public or private roads and the Easement in such manner that shall cause the least practicable damage and inconvenience to Landowner. In no event shall Grantee be under any affirmative obligation to construct any pipeline on the Property."

3. Exhibit A. Exhibit A to the Agreement is hereby deleted and replaced with Exhibit A attached hereto.

4. Exhibit B-2. Exhibit B-2 is hereby added to the Agreement and is attached hereto.

5. Continuing Effect. Except as amended herein, the Agreement shall continue in full force and effect. To the extent that terms of this Third Amendment are inconsistent with the terms of the Agreement, this Third Amendment shall control and the Agreement shall be amended, modified or supplemented so as to give full effect to the terms of this Third Amendment.

6. Counterparts. The parties may execute this Third Amendment in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Landowner sets their hand and seal as of this _____ day of _____, 2025.

GRANTOR:

City of Lawton

By: _____

Name: Stanley Booker

Title: Mayor

APPROVED as to form and legality this ___ day of _____, 2025.

John R. Andrew, City Attorney

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
COUNTY OF COMANCHE)

On this ____ day of _____, 2025 appeared before me _____, _____, _____, personally known to me to be the person described herein and who has signed this Third Amendment to Easement Agreement and acknowledged that he/she signed this Third Amendment to Easement Agreement freely and voluntarily for the purposes and uses herein described.

Notary Public,
Commission No. _____
My Commission Expires: _____

(SEAL)

GRANTEE:

Comanche Renewables, LLC
an Oklahoma limited liability company,

By: Comanche RNG Holdings, LLC, its Managing
Member,

By: _____
Name: Ross D. Groffman
Title: Vice-President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

On this ____ day of _____, 2025 appeared before me Ross D. Groffman, Managing Member of Comanche Renewables, LLC, personally known to me to be the person described herein and who has signed this Third Amendment to Easement Agreement and acknowledged that he signed this Third Amendment to Easement Agreement freely and voluntarily for the purposes and uses herein described.

In witness hereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public,
Commission No. _____
My Commission Expires: _____

(SEAL)

Exhibit A

Landowner Property

Approximately 83.747 acres which was attached to 1985 Type I-B permit issued by Okla State Department of Health, described as follows:

A tract of land described as beginning at the SW/corner of the SW/4 of Section 30, Township 1 North, Range 11 West, I.M., Comanche County, Oklahoma; thence North 00°09'00" East along the West boundary of the SW/4 of said Section 30, a distance of 1740 feet to a point; thence South 89°30'00" East, a distance of 1020 feet to a point; thence North 20°00'00" East, a distance of 816.76 feet to a point; thence South 70°00'00" East, a distance of 188.53 feet to a point; thence South 20°00'00" West, a distance of 750 feet to a point; thence South 00°09'00" West, a distance of 420 feet to a point; thence South 33°00'00" East, a distance of 377.01 feet to a point; thence South 84°00'00" East, a distance of 1206.28 feet to a point on the East boundary of the SW/4 of said Section 30; thence South 00°04'42" West along the East boundary of the SW/4 of said Section 30, a distance of 890 feet to a point on the south boundary of the SW/4 of said Section 30; thence North 89°30'00" West along the South boundary of the SW/4 of said Section 30, a distance of 2627.34 feet to the point of beginning, containing 3,648,033 square feet or 83.47 acres more or less.

Approximately 151 acres added to the Landfill by that certain Solid Waste Permit Modification issued by ODEQ in January 2007, described as follows: the NW ¼ of Section 31, Township 1 North, Range 11 West, less and except the south 143 feet of said NW ¼.

Pipeline Easement 1

A tract of land situated in the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northeast corner of said SE/4;

Thence N 89°31'05" W along the North line of said SE/4 a distance of 33.00 feet to a point on the West statutory right-of-way line of S.W. Railroad Street, said point being the POINT OF BEGINNING.

Thence S 00°09'42" W along said West statutory right-of-way line a distance of 20.00 feet;

Thence N 89°31'05" W a distance of 2,227.94 feet;

Thence S 88°12'25" W a distance of 373.10 feet to a point on the West line of said SE/4;

Thence N 89°23'01" W a distance of 392.67 feet;

Thence N 89°53'36" W a distance of 500.51 feet;

Thence N 89°22'07" W a distance of 499.90 feet;

Thence N 89°12'50" W a distance of 813.31 feet;

Thence S 38° 42'25" W a distance of 271.93 feet;
Thence N 89°52'18" W a distance of 193.71 feet to a point on the East present right-of-way line of S. 11th Street;
Thence N 00°19'18" E along said East present right-if-way line a distance of 20.00 feet;
Thence S 89°52'18" E a distance of 184.01 feet;
Thence N 38°42'25" E a distance of 272.07 feet;
Thence S 89°12'50" E a distance of 823.06 feet;
Thence S 89°22'07" E a distance of 499.78 feet;
Thence S 89°53'36" E a distance of 500.51 feet;
Thence S 89°23'01" E a distance of 392.57 feet to a point on the West line of the SE/4;
Thence N 88°12'19" E a distance of 372.84 feet to a point on the North line of said SE/4;
Thence S 89°31'05" E along said North line a distance of 2,228.22 feet to the POINT OF BEGINNING.
Containing 105,459 Square Feet, or 2.42 acres, more or less.

Pipeline Easement 2

A tract of land situated in the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northwest corner of said SE/4;

Thence S 00°04'24" W along the East line of said SE/4 a distance of 34.81 feet to the POINT OF BEGINNING;

Thence S 43°06'56" W a distance of 53.81 feet;

Thence S 05°48'42" E a distance of 443.56 feet;

Thence S 84°11'18" W a distance of 30.00 feet;

Thence N 05°48'42" W a distance of 443.56 feet;

Thence N 46°55'43" W a distance of 63.75 feet;

Thence S 89°23'01" E a distance of 113.20 feet to the POINT OF BEGINNING.

Containing 16,273 Square Feet, or 0.37 acres, more or less.

Project Equipment Easement

A tract of land situated in the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northwest corner of said SE/4;

Thence S 00°04'24" W along the West line of said SE/4 a distance of 207.10 feet to the POINT OF BEGINNING;

Thence S 17°08'03" E a distance of 85.88 feet;

Thence S 08°54'06" E a distance of 75.25 feet;

Thence S 48°14'34" E a distance of 116.12 feet;

Thence S 17°23'32" E a distance of 32.97 feet;

Thence S 03°16'21" E a distance of 138.99 feet;

Thence S 20°45'13" W a distance of 48.18 feet;

Thence S 05°48'42" E a distance of 45.75 feet;

Thence S 84°11'18" W a distance of 128.92 feet;

Thence N 05°48'42" W a distance of 260.00 feet;

Thence N 04°51'04" W a distance of 149.91 feet;

Thence N 00°36'23" W a distance of 113.94 feet;

Thence N 89°23'41" E a distance of 35.00 feet;

Thence S 17°08'03" E a distance of 15.44 feet to the POINT OF BEGINNING.

Containing 57,683 Square Feet, or 1.32 acres, more or less.

Pipeline Easement 3

A tract of land situated in the Southwest Quarter (SW/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northeast corner of said SW/4;

Thence S 00°04'24" W along the East line of said SW/4 a distance of 420.15 feet;

Thence N 89°55'36" W a distance of 31.22 feet to the POINT OF BEGINNING;

Thence S 05°48'42" E a distance of 54.37 feet;
Thence S 15°46'16" W a distance of 951.93 feet;
Thence N 74°13'44" W a distance of 20.00 feet;
Thence N 15°46'16" E a distance of 1,002.49 feet to the POINT OF BEGINNING.
Containing 19,544 Square Feet, or 0.45 acres, more or less.

Pipeline Easement 4

A tract of land situated in the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northwest corner of said SE/4;

Thence S 89°31'05" E along the North line of said SE/4 a distance of 145.15 feet;

Thence S 00°28'55" W a distance of 612.78 feet to the POINT OF BEGINNING;

Thence S 10°34'32" E a distance of 471.24 feet;

Thence S 21°00'13" W a distance of 86.46 feet;

Thence S 09°59'16" E a distance of 902.98 feet;

Thence S 29°56'01" W a distance of 194.83 feet;

Thence N 60°03'59" W a distance of 20.00 feet;

Thence N 29°56'01" E a distance of 187.57 feet;

Thence N 09°59'16" W a distance of 901.26 feet;

Thence N 21°00'13" E a distance of 86.35 feet;

Thence N 10°34'32" W a distance of 432.73 feet;

Thence N 20°45'13" E a distance of 38.46 feet to the POINT OF BEGINNING.

Containing 32,634 Square Feet, or 0.75 acres, more or less.

Access Road Easement

A 20 foot Ingress/Egress access easement, 10 feet either side of a centerline situated in the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said centerline being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northwest corner of said SW/4;

Thence S 00°07'42" W along the West line of said SW/4 a distance of 506.33 feet;

Thence S 89°52'18" E a distance of 80.24 feet to the PLACE of BEGINNING;

Thence N 30°16'53" E a distance of 226.04 feet;

Thence N 38°23'07" E a distance of 240.13 feet to the beginning of a non-tangent curve to the right;

Thence 220.28 feet along the arc of said non-tangent curve to the right, having a radius of 242.00 feet, the long chord of which bears N 64°27'43" E, 212.75 feet;

Thence S 89°54'01" E a distance of 570.10 feet;

Thence S 88°31'48" E a distance of 671.86 feet;

Thence S 89°46'24" E a distance of 779.88 feet to the beginning of a tangent curve to the right;

Thence 111.39 feet along the arc of said tangent curve to the right, having a radius of 95.00 feet, the long chord of which bears S 55°07'43" E, 105.12 feet;

Thence S 21°32'20" E a distance of 354.76 feet to the beginning of a tangent curve to the left;

Thence 47.22 feet along the arc of said tangent curve to the left, having a radius of 90.00 feet, the long chord of which bears S 36°34'05" E, 46.68 feet to the beginning of a tangent curve to the right;

Thence 118.52 feet along the arc of said tangent curve to the right, having a radius of 70.00 feet, the long chord of which bears S 03°05'39" E, 104.86 feet to the beginning of a tangent curve to the left;

Thence 68.19 feet along the arc of said tangent curve to the left, having a radius of 70.00 feet, the long chord of which bears S 17°30'10" W, 65.52 feet;

Thence S 10°24'13" E a distance of 384.08 feet to the beginning of a tangent curve to the right;

Thence 59.02 feet along the arc of said tangent curve to the right, having a radius of 70.00 feet, the long chord of which bears S 13°45'09" W, 57.29 feet;

Thence S 37°54'31" W a distance of 22.40 feet to the TERMINATION POINT of described centerline.

POINT OF BEGINNING.

Length of centerline is 3,874.05 feet, more or less.

Temporary Easement 1

A tract of land situated in the Southwest Quarter (SW/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northwest corner of said SW/4;

Thence S 89°32'30" E along the North line of said SW/4 a distance of 237.34 feet to the POINT OF BEGINNING;

Thence continuing S 89°32'30" E along said North line a distance of 223.97 feet;

Thence S 00°26'30" W a distance of 50.86 feet;

Thence S 36°27'22" W a distance of 568.88 feet;

Thence N 89°52'18" W a distance of 67.24 feet to a point on the East present right-of-way line of S. 11th Street;

Thence N 00°19'18" E along said East present right-of-way line a distance of 294.66 feet;

Thence S 89°52'18" E a distance of 179.57 feet;

Thence N 00°07'33" E a distance of 215.80 feet to the POINT OF BEGINNING.

Containing 89,875 Square Feet, or 2.06 acres, more or less.

Temporary Easement 2

A tract of land situated in the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northeast corner of said SE/4;

Thence N 89°31'05" W along the North line of said SE/4 a distance of 33.00 feet to a point on the West statutory right-of-way line of S.W. Railroad Street;

Thence S 00°09'42" W along said West statutory right-of-way line a distance of 20.00 feet to the POINT OF BEGINNING;

Thence continuing S 00°09'42" W along said West statutory right-of-way line a distance of 20.00 feet;

Thence N 89°31'05" W a distance of 2,228.03 feet;

Thence S 88°12'22" W a distance of 372.98 feet to a point on the West line of said SE/4;

Thence N 89°23'01" W a distance of 392.79 feet;

Thence N 89°53'36" W a distance of 500.51 feet;
Thence N 89°22'07" W a distance of 499.90 feet;
Thence N 89°12'50" W a distance of 773.14 feet;
Thence N 00°24'59" E a distance of 20.00 feet;
Thence S 89°12'50" E a distance of 773.14 feet;
Thence S 89°22'07" E a distance of 499.90 feet;
Thence S 89°53'36" E a distance of 500.51 feet;
Thence S 89°23'01" E a distance of 392.67 feet to a point on the West line of said SE/4;
Thence N 88°12'25" E a distance of 373.10 feet;
Thence S 89°31'05" E a distance of 2,227.94 feet to the POINT OF BEGINNING.
Containing 95,342 Square Feet, or 2.19 acres, more or less.

Temporary Easement 3

A tract of land situated in the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Beginning at the Northwest corner of said SE/4, thence S 89°31'05" E along the North line of said SE/4 a distance of 400.00 feet;

Thence S 00°04'24" W a distance of 2,215.00 feet;

Thence N 89°55'36" W a distance of 252.50 feet;

Thence N 00°04'24" E a distance of 971.04 feet;

Thence N 44°55'36" W a distance of 350.00 feet;

Thence N 00°04'24" E a distance of 1,000.00 feet to a point on the North line of the SW/4;

Thence S 89°32'30" E along said North line a distance of 100.00 feet to the PLACE OF BEGINNING.

Containing 837,417 Square Feet, or 19.22 acres, more or less.

Temporary Easement 4

A tract of land situated in the Southwest Quarter (SW/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the East line of said SE/4, assumed to bear S 00°09'42" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found cut 'X' at the Southeast corner of said SE/4 of Section 30;

Commencing at the Northeast corner of said SW/4;

Thence S 00°04'24" W along the East line of said SW/4 a distance of 420.15 feet;

Thence N 89°55'36" W a distance of 31.22 feet to the POINT OF BEGINNING;

Thence S 15°46'16" W a distance of 1,002.49 feet;

Thence N 74°13'44" W a distance of 20.00 feet;

Thence N 15°46'16" E a distance of 1,053.05 feet;

Thence S 05°48'42" E a distance of 54.37 feet to the POINT OF BEGINNING.

Containing 20,555 Square Feet, or 0.47 acres, more or less.

Utility Easement

A tract of land situated in the Southwest Quarter (SW/4) and the Southeast Quarter (SE/4) of Section 30, Township 1 North, Range 11 West of the I.M., Comanche County, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the North line of said SE/4, assumed to bear N 89°31'05" W, and monumented by a found 2" aluminum cap at the Northeast corner of said SE/4 of Section 30 and a found aluminum cap at the Northwest corner of said SE/4 of Section 30;

Commencing at the Northeast corner of said SE/4; Thence N 89°31'05" W along the North line of said SE/4 a distance of 2,549.06 feet; Thence S 00°28'55" W a distance of 435.46 feet to THE POINT OF BEGINNING;

Thence S 04°56'16" E a distance of 20.00 feet;

Thence S 85°03'44" W a distance of 129.29 feet;

Thence S 77°04'03" W a distance of 304.31 feet;

Thence N 12°55'57" W a distance of 20.00 feet;

Thence N 77°04'03" E a distance of 305.71 feet;

Thence N 85°03'44" E a distance of 130.69 feet to THE POINT OF BEGINNING.

Containing 8,700 Square Feet, or 0.20 acres, more or less.

Flare Enclosure Easement

A tract of land situated in the Northwest Quarter (NW/4) of Section 31, Township 1 North, Range 11 West of the I.M., Comanche county, Oklahoma, said tract being more particularly described as follows:

Basis of bearing for this description is the North line of said NW/4, assumed to bear S 89°32'20" E, and monumented by a found 2" aluminum cap at the Northwest corner of said NW/4 of Section 31 and a found 'X' cut at the Northeast corner of said NW/4 of Section 31;

Commencing at the Northwest corner of said NW/4, thence S 89°32'20" E along the North line of said NW/4 a distance of 406.06 feet;

Thence S 00°27'40" W a distance of 474.65 feet to the POINT OF BEGINNING;

Thence S 00°43'25" E a distance of 152.73 feet;

Thence S 86°43'34" W a distance of 76.99 feet;

Thence N 00°50'43" W a distance of 152.04 feet;

Thence N 86°13'22" E a distance of 77.34 feet to the POINT OF BEGINNING.

Containing 11,745 Square Feet, or 0.27 acres, more or less.

Together with a 25' INGRESS/EGRESS easement:

A Twenty-Five foot (25') strip of land situated in the Northwest Quarter (NW/4) of Section 31, and the Southwest Quarter (SW/4) of Section 30, both sections being in Township 1 North, Range 11 West of the I.M., Comanche County, Oklahoma, said strip of land being 12.5' on both sides of centerline, said centerline being more particularly described as follows:

Basis of bearing for this description is the North line of said NW/4, assumed to bear S 89°32'20" E, and monumented by a found 2" aluminum cap at the Northwest corner of said NW/4 of Section 31 and a found 'X' cut at the Northeast corner of said NW/4 of Section 31;

Commencing at the Northwest corner of said NW/4, thence S 89°32'20" E along the North line of said NW/4 a distance of 33.00 feet to the POINT OF BEGINNING;

Thence continuing S 89°32'20" E along said North line a distance of 26.23 feet;

Thence N 85°38'32" E a distance of 95.30 feet;

Thence N 86°41'43" E a distance of 158.35 feet to the beginning of a tangent curve to the right;

Thence 148.66 feet along the arc of said curve to the right, having a radius of 92.00 feet, the long chord of which bears S 47°00'51" E, 133.01 feet;

Thence S 00°43'25" E a distance of 555.72 feet to the POINT OF TERMINATION.

Centerline length being 984.26 feet, or 0.02 miles, more or less.



City of Lawton

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

Commentary

File #: 25-0141

Agenda Date: 2/25/2025

Agenda No: 7.

ITEM TITLE:

Consider approval of an amendment to an agreement between Comanche Renewables, LLC and the City of Lawton for the use of the Landfill Gas End Use Program, authorizing an addition outlining responsibilities of both parties.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: On January 11, 2022, City Council approved the Lease, Easement and Landfill Gas Rights Agreement with Comanche Renewables, LLC. The agreement provides for a landfill gas project to be constructed, operated, and maintained by Comanche Renewables that will produce pipeline quality natural gas to be sold and injected into the natural gas distribution system. The project also reduces landfill gas system operational expenses currently incurred by the city and provides for a new source of revenue generation in the best interest of our citizens through gas royalties.

The amendment to the gas rights agreement does the following

- Establishes a net lease describing costs responsibilities by the Tenant
- Establishing a responsibility matrix between City of Lawton and Comanche Renewables for areas of responsibility between both parties including physical responsibilities and financial responsibilities
- Establishing a covenant to address damages to the Tenant's property on the wellfield and creating a mechanism to address repair costs and permitting Tenant to recover repair costs from against amounts due or payable to Landlord (City of Lawton)

EXHIBIT: Third Amendment to Lease Easement and Landfill Has Rights Agreement

KEY ISSUES: No issues noted from the landfill staff

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve an amendment to an agreement between Comanche Renewables, LLC and the City of Lawton for the use of the Landfill Gas End Use Program, authorizing an addition outlining responsibilities of both parties.

**THIRD AMENDMENT
TO
LEASE, EASEMENT AND LANDFILL GAS RIGHTS AGREEMENT**

This Third Amendment to Lease, Easement and Landfill Gas Rights Agreement (this "Third Amendment") dated as of the ___ day of February, 2025 (the "Third Amendment Effective Date") is entered into between the CITY OF LAWTON, OKLAHOMA, a municipal corporation ("Landlord") and COMANCHE RENEWABLES, LLC, an Oklahoma limited liability company ("Tenant", and together with Landlord, collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into that certain Lease, Easement and Landfill Gas Rights Agreement dated effective as of January 11, 2022, as amended by that certain First Amendment to Lease, Easement and Landfill Gas Rights Agreement dated effective as of September 19, 2022 and that certain Second Amendment to Lease, Easement and Landfill Gas Rights Agreement dated effective as of January 15, 2024 (collectively, the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement on the terms and conditions set forth herein. The capitalized terms used but not otherwise defined, in this Third Amendment, will have the meanings set forth in the Agreement.

NOW, THEREFORE, for and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. Net Lease. Section 4.1.4 of the Agreement is deleted in its entirety and replaced with the following:

"4.1.4. Net Lease. Except as set forth in Section 9.3.4 or elsewhere in the Agreement, Tenant shall pay all taxes directly attributable to Tenant's Project Facilities located on the Premises and all increases in the ad valorem property taxes levied against the Premises that are assessed from and after the Effective Date of the Agreement until the end of the Term thereof that are directly attributable to Tenant's Project Facilities and the expenses arising from Tenant's operation of the Business, including the leasing, operating, managing, constructing, maintaining, repairing, use and occupancy of the Tenant's Project Facilities located on the Premises, and all reasonable and necessary costs for Tenant to collect and gather the methane gas in order to generate the Products from the Recovered Landfill Gas."

2. Landlord and Tenant; Allocation of Responsibilities. Article 7 of the Agreement is hereby amended to add a new Section 7.3, which shall read as follows:

"7.3. Landlord and Tenant; Allocation of Responsibilities. In addition to those responsibilities and obligations set forth in Section 7.1 and Section 7.2 above and notwithstanding any language in the Agreement to

the contrary, Landlord and Tenant agree to undertake the general roles and be responsible for their respective obligations as set forth under such Party's name on Exhibit "E" attached hereto.”

3. Landlord Covenants. Section 9.3 of the Agreement is hereby amended to add a new Section 9.3.4 which shall read as follows:

"9.3.4. Landlord shall conduct its operations at the Landfill so as to avoid damage to, or destruction of, Tenant's Project Facilities (including, without limitation, the Collection System). In the event that any act or omission of Landlord, the Landlord Persons and their employees, contractors, agents or vendors, cause any damage to, or destruction of, any part of Tenant's Project Facilities, Landlord and Tenant shall work together in good faith to determine the extent of the damage, the estimate of the cost and the actions to repair and restore Tenant's Project Facilities (the "Repair Work"). Thereafter, Tenant shall have the right, but not the obligation, to undertake the actions to complete the Repair Work, and Tenant shall notify Landlord of the final Repair Work, the actions taken and the actual costs incurred by Tenant in connection with such Repair Work (the "Repair Costs") by delivering to Landlord, a "Job Invoicing Summary" in the form of Exhibit "F" attached hereto. Without limiting any other remedy available to Tenant or the Tenant Persons under the Agreement, Tenant shall be permitted to recover such Repair Costs from insurance proceeds available or required to be maintained by Landlord, Landlord Persons and their employees, contractors, agents or vendors and/or offset the Repair Costs against any amounts due or payable to Landlord under the Agreement, including Rent; *provided, however*, in the event that offsetting such payments, including Rent, against such Repair Costs would result in payments to Landlord in any given month being less than the Minimum Rent, Tenant may allocate the remaining balance of any such Repair Costs across multiple Rent payments due to the City, such that no Rent payment is made to Landlord that is less than the Minimum Rent amount; and *provided further*, that the Parties agree that the Repair Costs which Tenant may offset against the amounts payable to Landlord hereunder will not exceed the rates for labor, material, and equipment (each, as adjusted annually) as set forth in Exhibit "F" under the headings "Labor Rates", "Material Costs" and "Equipment Costs", respectively.”

4. Exhibit E. The Agreement is hereby amended to add a new Exhibit "E" and a new Exhibit "F" in the form of Exhibit "E" and Exhibit "F" both of which are attached hereto and incorporated herein by reference.

5. Binding Effect. The Parties agree that all necessary action has been taken to authorize the execution of this Third Amendment. Except as amended by this Third Amendment, the Agreement shall remain in full force and effect. The Agreement as modified by this Third Amendment contains the entire agreement between the Parties with respect to the matters detailed above and supersedes any and all oral negotiations and prior writing with respect thereto. The terms and provisions of this Third Amendment shall be binding upon and shall inure to the benefit of the heirs, successors, assigns, and personal representatives of the Parties.

6. Governing Law. This Third Amendment shall be construed in accordance with the laws of the State of Oklahoma.

7. Counterparts. This Third Amendment may be executed in any number of original counterparts. All such counterparts shall constitute one and the same agreement. Any photocopy, facsimile or other copy of this Third Amendment shall be deemed of equal effect as a signed original.

(Signatures On Following Page)

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to be entered into by their duly authorized representatives as of the Third Amendment Effective Date.

CITY OF LAWTON, OKLAHOMA,
A Municipal Corporation

By: _____

Name: Stanley Booker

Title: Mayor

APPROVED as to form and legality this ____ day of February, 2025.

John R. Andrew, City Attorney

COMANCHE RENEWABLES, LLC,
an Oklahoma Limited Liability Company

By: Comanche RNG Holdings, LLC, its
Managing Member,

By: _____

Name: Ross D. Groffman

Title: Vice-President

Exhibit "E"

Landlord and Tenant – Allocation of Responsibilities

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Gas Collection System Operation & Maintenance				
Providing vacuum to the wellfield *		X		X
Monitoring wellfield *		X		X
Extraction Wells – installation, operation, maintenance, and monitoring		X		X
Horizontal collectors – installation, operation, maintenance, and monitoring		X		X
LFG Piping – installation, operation, maintenance, and monitoring		X		X
LFG Valves – installation, operation, maintenance, and monitoring		X		X
Condensate Sump/Pumps – installation, operation, maintenance, and monitoring		X		X
Condensate management currently routed to the facility's leachate collection system	X		X	
Well Pumps – installation, operation, maintenance, and monitoring		X		X
Airline piping – installation, operation, maintenance, and monitoring		X		X
Condensate force main piping – installation, operation, maintenance, and monitoring		X		X
Electrical conduit – installation, operation, maintenance, and monitoring – Leachate System	X		X	
Electrical conduit – installation, operation, maintenance, and monitoring – Utility Flare		X		X
Maintenance of monitoring instruments		X		X

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Soil vapor extraction system – providing vacuum to the extraction wells and managing collected gas		X		X
Soil vapor extraction system – repair and replacement of damaged or aged infrastructure.	X		X	
Perimeter LFG Probes				
Quarterly LFG probe Monitoring	X		X	
Maintain Records of probe readings	X		X	
Submittal of Probe Reports to the Regulatory Authority	X		X	
Maintenance/repair of probes (to be determined based on need)	X		X	
Remediation of Gas Migration – Increase Vacuum on In-waste probes in Vicinity & install additional gas well in-waste in vicinity of migration		X		X
Remediation of Gas Migration – Additional Corrections beyond the footprint of the Landfill	X		X	
Regulatory Issues				
Surface emission monitoring (SEM) (includes re-monitoring 10 Day, +10 Day rechecks, +30 Day recheck) *	X		X	
SEM – Same Day Initial Exceedance Remediation (Add Soil)	X		X	
SEM – Same Day Initial Exceedance Remediation (Adjustments to Vacuum of Adjacent Wells in Vicinity of Exceedance)		X		X
SEM – 3rd Exceedance per Quarter Remediation - (New Well or Other Collection Device within 120 Days of initial exceedance); OR Alt. Remedy (upgrading Blower, Header Pipe or Control Device; Or Timeline Extension	Responsibility based on the nature of exceedance. Parties must agree to corrective action prior to the responsible party		Responsibility based on the Party who caused the exceedance.	

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Request) if submitted for approval. Must Copy City & City's Engineer on all Correspondence.	commencing work on-site.			
Wellhead monitoring (includes re-monitoring/rechecks) *		X		X
GCCS Downtime recordkeeping/reporting and share with Landlord		X		X
Maintain records of wells and share with Landlord		X		X
General landfill cover installation and maintenance	X		X	
Emission Fees (Utility Flare) ¹	N/A	N/A		X
Emission Fees (Landfill) ¹	N/A	N/A	X	
Emission Fees (RNG plant) ¹	N/A	N/A		X
Recordkeeping and share with Landlord (Utility Flare System data)		X		X
Recordkeeping and share with Landlord (RNG plant data)		X		X
Compliance Investigation (Pertaining to GCCS Operation, forcemain, airlines, condensate leaks)		X		X
Groundwater remediation due to LFG impacts – coordination with Regulatory Authority	X		X	
Groundwater remediation due to LFG impacts (Beyond the limits of the Landfill)	X		X	
Groundwater remediation due to LFG impacts (Adjusting wellfield to control LFG Migration)		X		X
Probe remediation due to LFG migration– coordination with Regulatory Authority	X		X	

¹ A single invoice will be received by Landlord for all Emission Fees. Landlord will generate an invoice to Tenant for emission fees allocated to the Utility Flare and RNG Plant.

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Probe remediation due to LFG migration (Beyond Limits of the Landfill)	X		X	
Probe remediation due to LFG migration (Adjusting wellfield to control LFG Migration)		X		X
Odor remediation related to LFG – coordination with Regulatory Authority (Beyond Landfill Limits & Landfill Cover Remediation)	X		X	
Odor remediation due to LFG migration - (Adjusting wellfield to control LFG Migration)-		X		X
Subsurface combustion related to LFG system – coordination with Regulatory Authority – LF Remediation	X		X	
Subsurface combustion related to LFG system – GCCS Remediation & Coordination with Landlord		X		X
Surface combustion related to LFG system – coordination with Regulatory Authority – LF Remediation	To be addressed jointly at time of incident identification following standard operations plan on record for both landlord and tenant.			
Surface combustion related to LFG system – GCCS Remediation & Coordination with Landlord	To be addressed jointly at time of incident identification following standard operations plan on record for both landlord and tenant.			
Monthly GHG methane readings (Utility Flare)		X		X
Monthly GHG methane readings (RNG plant)		X		X
Reporting				
Semi-annual NSPS Report to Regulatory Authorities & All applicable Regulatory Authorities and Federal Requirements ²	X	X	X	
Semi-annual Title V Report to Regulatory Authority ²	X	X	X	

² Landlord has responsibility for reporting. Tenant has responsibility for providing Landlord with data within Tenants control for purposes of Landlord’s reporting.

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Semi-Annual GCCS Downtime report to Regulatory Authority ²	X	X	X	
Emission Inventory report to Regulatory Authority ²	X	X	X	
Annual GHG Reporting to EPA ²	X	X	X	
Permitting - Future Expansion of Utility Flare for Higher Capacity ²	X	X		X
Wellfield monitoring upload to SCS eTools (upload data the day it was collected)		X		X
SCS eTools annual subscription for GCCS components		X		X
Utility Flare and Blower System				
Blower and utility flare system maintenance		X		X
Blower and utility flare system operation		X		X
General record keeping maintained on site and share with Landlord (Includes Blower and utility flare downtime)		X		X
Propane or other Source Gas		X		X
Calibration gas (if needed)		X		X
Calibrating utility flare flow meter		X		X
Spare parts for inventory (utility flare system)		X		X
Air Compressor		X		X
Nitrogen bottle		X		X
Blower and utility flare system repairs		X		X
Utility flare visible emission observations		X		X
Facility - Grounds Maintenance				
General facility Mowing	X		X	
Landfill cover mowing	X		X	

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
General landfill cover maintenance	X		X	
Weed whipping for access (wells, probes, valves)	X		X	
Landfill gas perimeter probe bollard repairs	X		X	
Road maintenance/snow removal of landfill roads	X		X	
Repair of landfill cover and assets disturbed during GCCS Operations or construction activities (^Operator to request when repairs need to be completed by Owner not resulting from Operator Activities)	^	X		X
Special Conditions (Gas Well >131° F)**				
Monitor H2S		X		X
Reduce vacuum at well and in the vicinity		X		X
Monitor Liquid Level		X		X
Repair soil cover	X		X	
Replace damaged gas wells and piping		X		X
Create GCCS Response Plan		X		X
Create Landfill Response Plan	X		X	
Gas Collection System Repairs				
Piping repairs due to damage caused by Operator		X		X
Piping repairs due to landfill equipment or personnel (not including cover material)		X	X	
Piping repairs not caused by landfill equipment or personnel (not including cover material)		X		X
Cover repairs due to landfill equipment or personnel	X		X	

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Cover Repairs not due to landfill equipment or personnel (erosion, etc.)	X		X	
Subsurface well repairs		X		X
Condensate sump repairs		X		X
GCCS expansions in the landfill – Voluntary and per regulatory requirements (construction, engineering, permitting) *		X		X
GCCS expansions construction quality assurance (CQA) – Operator must provide Landlord with a notice of construction schedule and continuous construction (weather depending) to Landlord at least 60 days prior to commencing construction, unless otherwise agreed to by the Parties.	X		X	
GCCS expansions shall be designed, reviewed, and approved by Landlord’s selected/approved Engineer.	X	X		X
Condensate Disposal				
Condensate disposal (field sumps, blower and utility flare system) – managing piping system that gets condensate to landfill tank or pond		X		X
Condensate and Leachate disposal (RNG Plant facility equipment)	X		X	
Meters				
Sales Flow Meter (Install, Maintain, Operate, Record Keeping)		X		X
Calibrating Sales Flow Meter (Record Keeping)		X		X
Methane/BTU Analyzer (Install, Maintain, Operate, Record keeping)		X		X
Calibrating Methane/BTU Analyzer (Record Keeping)		X		X

Exhibit "E"

<u>Task List</u>	PHYSICAL RESPONSIBILITIES		FINANCIAL RESPONSIBILITIES	
	Landlord	Tenant	Landlord	Tenant
Utility flare Data Recorder (Flow and Methane/BTU) (Install, Maintain, Operate, Record keeping)		X		X
RNG Plant Data Recorder (Flow and Methane/BTU) (Install, Maintain, Operate, Record keeping)		X		X
Pitot Tube (Install, Maintain, Record keeping)		X		X
Monitoring Port (Install, Maintain, Record keeping)		X		X

* Compliance shall be achieved for all current applicable Federal and Regulatory Authority regulation(s).

** Monitoring will be per Response Plans and will be adjusted as conditions dictate. The Landlord and Tenant will work together to coordinate safety and additional responsibility as they arise.

Exhibit "F"

Repair Costs & Job Invoicing Summary

Description of Repair Work

Job Invoicing Summary		City of Lawton (Commanche)	
Billing Data Summary <i>(To be Supplied to Customer with Invoice)</i>			
Customer:	City of Lawton (Commanche)		
Date of Customer Authorization:	-		
Estimated Completion Date:			
Job Number/Name:	Well No. Repair		
Description			
5/1/24			

Invoice Worksheet

Job Invoicing Summary		City of Lawton (Commanche)	
Customer:	City of Lawton (Commanche)		
Date of Customer Authorization:	-		
Estimated Completion Date:	1/0/00		
Job Number/Name:	Well No. Repair		
Item / Category	Amount		Notes / Supplemental Information for Invoicing
Direct Labor Charges:	\$	-	NA
Direct Material Charges:	\$	-	NA
Direct Equipment Charges:	\$	-	NA
Third Party Charges & Reimbursables:	\$	-	NA
Lost Sales:			NA
Total of All Costs for this Billing	\$	-	

Labor Rates

Job Invoicing Summary											City of Lawton (Commanche)	
Billing Data Summary												
<i>(To be Supplied to Customer with Invoice)</i>												
Customer:		City of Lawton (Commanche)										
Date of Customer Authorization:		-										
Estimated Completion Date:		1/0/00										
Job Number/Name:		Well No. Repair										
Direct Labor Charges												
Employee Position	Type Hours	Mon 1/6/25	Tue 1/7/25	Wed 1/8/25	Thur 1/9/25	Fri 1/10/25	Sat 1/11/25	Sun 1/12/25	Total Hours	Hourly Rate	Total Charges	
Wellfield Technician 2	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -	
Wellfield Technician 2	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -	
Wellfield Technician 1	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -	
Wellfield Technician 1	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -	
Wellfield Technician 1	ST	-	-	-	-	-	-	-	-	\$ 95.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 142.50	\$ -	
Wellfield Supervisor	ST	-	-	-	-	-	-	-	-	\$ 120.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 180.00	\$ -	
Wellfield Supervisor	ST	-	-	-	-	-	-	-	-	\$ 120.00	\$ -	
	OT	-	-	-	-	-	-	-	-	\$ 180.00	\$ -	
Total Direct Labor Charge											\$ -	

Material Costs

Job Invoicing Summary		City of Lawton (Commanche)									
Billing Data Summary											
<i>(To be Supplied to Customer with Invoice)</i>											
Customer:	City of Lawton (Commanche)										
Date of Customer Authorization:	-										
Estimated Completion Date:	1/0/00										
Job Number/Name:	Well No. Repair										
Direct Material Charges											
Material Description	Unit	Mon 1/6/25	Tue 1/7/25	Wed 1/8/25	Thur 1/9/25	Fri 1/10/25	Sat 1/11/25	Sun 1/12/25	Total Units	Unit Cost	Total Charges
4" HDPE Pipe DR 9	Feet	-	-	-	-	-	-	-	-	\$ 9.00	\$ -
4" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 10.00	\$ -
6" HDPE Pipe DR 11	Feet	-	-	-	-	-	-	-	-	\$ 12.00	\$ -
6" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 14.00	\$ -
8" HDPE Pipe DR 11	Feet	-	-	-	-	-	-	-	-	\$ 16.00	\$ -
8" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 17.00	\$ -
10" HDPE Pipe DR 11	Feet	-	-	-	-	-	-	-	-	\$ 20.00	\$ -
12" HDPE Pipe DR 17	Feet	-	-	-	-	-	-	-	-	\$ 23.00	\$ -
6" Tee DR 17	Each	-	-	-	-	-	-	-	-	\$ 80.00	\$ -
6" 90 Deg Elbow DR 17	Each	-	-	-	-	-	-	-	-	\$ 62.00	\$ -
6" x 4" Reducer DR 17	Each	-	-	-	-	-	-	-	-	\$ 45.00	\$ -
10" PVC Cap SCH80	Each	-	-	-	-	-	-	-	-	\$ 110.00	\$ -
PVC Coupling SCH80	Each	-	-	-	-	-	-	-	-	\$ 34.00	\$ -
PVC Pipe SCH80	Feet	-	-	-	-	-	-	-	-	\$ 20.00	\$ -
2" QED Wellhead	Each	-	-	-	-	-	-	-	-	\$ 1,500.00	\$ -
3" QED Wellhead	Each	-	-	-	-	-	-	-	-	\$ 2,000.00	\$ -
		-	-	-	-	-	-	-	-		\$ -
		-	-	-	-	-	-	-	-		\$ -
Total Direct Material Charge											\$ -

Equipment Costs

Job Invoicing Summary		City of Lawton (Commanche)									
Billing Data Summary											
<i>(To be Supplied to Customer with Invoice)</i>											
Customer:	City of Lawton (Commanche)										
Date of Customer Authorization:	-										
Estimated Completion Date:	1/0/00										
Job Number/Name:	Well No. Repair										
Direct Equipment Charges											
Equipment Description		Mon 1/6/25	Tue 1/7/25	Wed 1/8/25	Thur 1/9/25	Fri 1/10/25	Sat 1/11/25	Sun 1/12/25	Total Hours	Hourly Rate	Total Charges
Tool Truck	Hours	-	-	-		-	-	-	-	\$ 60.00	\$ -
Backhoe	Hours	-	-	-	-	-	-	-	-	\$ 185.00	\$ -
4" Fusion Machine	Hours	-	-	-	-	-	-	-	-	\$ 65.00	\$ -
2"-6" Fusion Machine	Hours	-	-	-		-	-	-	-	\$ 75.00	\$ -
2"-8" Fusion Machine	Hours	-	-	-		-	-	-	-	\$ 100.00	\$ -
6"-18" Fusion Machine	Hours	-	-	-	-		-	-	-	\$ 135.00	\$ -
8000 kw Generator	Hours	-	-	-		-	-	-	-	\$ 110.00	\$ -
Friatec Fusion Machine	Hours	-	-	-	-	-	-	-	-	\$ 135.00	\$ -
Terex Dump Truck	Hours	-	-	-	-	-	-	-	-	\$ 500.00	\$ -
Excavator	Hours	-	-	-		-	-	-	-	\$ 250.00	\$ -
Dozer	Hours	-	-	-	-	-	-	-	-	\$ 200.00	\$ -
	Hours	-	-	-	-	-	-	-	-		\$ -
	Hours	-	-	-	-	-	-	-	-	\$ -	\$ -
Total Direct Equipment Charge											\$ -



City of Lawton

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

Commentary

File #: 25-0143

Agenda Date: 2/25/2025

Agenda No: 8.

ITEM TITLE:

Consider approving the amendment to the professional service agreement with Forvis-Mazars acknowledging that the firm will not be investigating the following: 1. Mergers or acquisitions, 2. Change in accounting principles, 3. Substantial doubt about the entity's ability to continue as a going concern, 4. Violation of covenants in debt arrangements, 5. Indications of fraudulent financial reporting or misappropriation of assets, 6. Quantitative impairment analysis of long-lived assets.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

- 1. BACKGROUND:** Forvis-Mazars presented an amended professional services agreement after having executed a draft version during the working period of closing FY23 and beginning FY24 audits. The amendments were created to clarify 6 items that will not be investigated in their auditing process. The six transactions or activities that will not be contemplated by Forvis-Mazars per the amendment are: 1. Mergers or acquisitions, 2. Change in accounting principles, 3. Substantial doubt about the entity's ability to continue as a going concern, 4. Violation of covenants in debt arrangements, 5. Indications of fraudulent financial reporting or misappropriation of assets, 6. Quantitative impairment analysis of long-lived assets.

EXHIBIT: City of Lawton Audit Contract, City of Lawton Contract Addendum, City of Lawton Agreed Upon Procedures

KEY ISSUES: N/A

FUNDING SOURCE: No new expenses to account for.

STAFF RECOMMENDED COUNCIL ACTION: Approve the Amended City of Lawton Audit Contract.

January 24, 2025

Rebecca Johnson, Finance Director
CITY OF LAWTON, OKLAHOMA
212 SW 9th Street
Lawton, OK 73501

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

- CITY OF LAWTON, OKLAHOMA
- Agreed-Upon Procedure Services for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees are included in the engagement letter of the City's financial statement audit dated January 24, 2025 Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services**, and **Terms and Conditions Addendum**, on behalf of CITY OF LAWTON, OKLAHOMA

BY _____
Stanley Booker, Mayor

DATE _____

BY _____
Rebecca Johnson, Finance Director

DATE _____

BY _____
Donalynn Blazek-Scherler, City Clerk

DATE _____

Approved as to form and legality.

BY _____
Timothy Wilson, City Attorney

DATE _____

Scope of Services – Agreed-Upon Procedure Services

We will apply the procedures enumerated in the attachment to this contract to the City's compliance with Oklahoma Administrative Code Title 252: 515-27-82(h)(3) as of June 30, 2024. The management of CITY OF LAWTON, OKLAHOMA is responsible for compliance with Oklahoma Administrative Code Title 252.

CITY OF LAWTON, OKLAHOMA has agreed to these procedures and acknowledged that the procedures to be performed are appropriate for the intended purpose of assisting the City of Lawton with respect to the requirements of Oklahoma Administrative Code Title 252: 515-27-82(h)(3). Our responsibility is to carry out these procedures and report on our findings. It is understood that we make no representation regarding the appropriateness of these procedures for the purpose for which this report has been requested or for any other purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. We understand the engagement is required in accordance with Oklahoma Administrative Code Title 252: 515-27-82(h)(3).

Our engagement to perform agreed-upon procedures is not designed to constitute an examination or a review of the subject matter, the objective of which is the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, the report will not express an opinion or a conclusion on the City's compliance with Oklahoma Administrative Code Title 252. If additional procedures were to be performed, other matters might have come to our attention. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter.

Cynthia Burns, Director, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our engagement that summarizes the procedures performed, and the results of those procedures as compared to Oklahoma Administrative Code Title 252. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The written report and related procedures we will perform are for the intended use of:

Entity Name

CITY OF LAWTON, OKLAHOMA

These listed parties will also be asked to provide written agreement to the procedures and acknowledge that the procedures are appropriate for their purposes. A separate agreement and acknowledgment document will be provided for that purpose. However, if you decide to obtain that agreement and acknowledgement separately, you agree to provide, at the conclusion of the engagement, a written representation that you have obtained such agreement and acknowledgement from all necessary parties.

Our report will be intended for use by and restricted to the use of the specified parties and our report will contain such restricted use language.

The following apply for the agreed-upon procedure services described above:

Our Responsibilities	We will conduct our agreed-upon procedures engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants.
Limitations & Fraud	<p>Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, or illegal acts. However, we will inform you of any such matters, if material, that come to our attention.</p> <p>You accept that these procedures are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft, caused by current or former employees, directors, owners, or third parties.</p>
Report	If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.
Management Responsibilities	<p>The management of City of Lawton is responsible for the following:</p> <ul style="list-style-type: none"> • Proper recording of transactions and preparation of financial statements • Establishing and maintaining effective internal control over financial reporting • Setting the proper tone • Creating and maintaining a culture of honesty and high ethical standards • Establishing appropriate controls to prevent, deter, and detect fraud and illegal acts • Identifying and ensuring compliance with laws and regulations applicable to its activities • Establishing and maintaining effective internal control over compliance • Implementing and monitoring controls <p>To facilitate our engagement, management of City of Lawton is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items and for the subject matter.</p>
Written Representations	At the conclusion of our engagement, we will request certain written representations from you that, among other things, will confirm your responsibility for the City's compliance with Oklahoma Administrative Code Title 252.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between

subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This

limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.
15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can

REGULATORY

20. **U.S. Securities and Exchange Commission (“SEC”) and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants (“AICPA”), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor’s report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, “Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document.”

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars’ services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.

CITY OF LAWTON, OKLAHOMA

Schedule of Agreed-upon Procedures

1. Agree the City's estimated construction and demolition landfill closure and post-closure costs reported in the June 30, 2024 basic financial statements to correspondence from the Oklahoma Department of Environmental Quality (ODEQ).
2. Using information obtained from the Standard and Poor website, determine whether the City was in compliance with the bond ratings required by OAC Title 252: 515-27-82 local government financial test, item (d)(1). If not, using information from the most recent audited financial statements, recalculated the City's required financial ratios as per Oklahoma Administrative Code (OAC) Title 252: 515-27-82 local government financial test, items (d)(2)(A) and (B) as of June 30, 2024.
3. Read the independent auditor's report on the City's basic financial statements for the year ended June 30, 2024 to determine the financial statements the City prepared are in conformity with accounting principles generally accepted in the United States of America.
4. Determine whether the City was in default at June 30, 2024 on any of its general obligation debt by observing debt service transactions in the underlying financial statements and making inquiries of city personnel and bond trustees.
5. Determine whether the City operated at a deficit financial condition as defined in OAC Title 252: 515-27-82 local government financial test, item(b)(3) for the last two fiscal years ended June 30, 2024 and 2023, by reading the audited basic financial statements for those two years.
6. Determine whether the City received an unmodified opinion on its latest basic financial statements as of and for the year ended June 30, 2024, by reading the relevant independent auditor's report.
7. Recalculate and verify that the total environmental obligations of the City do not exceed 43% of the City's total annual revenues as defined by OAC Title 252: 515-27-82 local government financial test, item (c)(2) for the year ended June 30, 2024, by reading the City's audited basic financial statements.
8. Observe whether the current municipal finance test materials have been placed in the City's landfill operating records. Management will ensure a reference to the closure and post-closure costs will be assured through the financial tests and will be included in the City's audited financial statements.

January 24, 2025

Ms. Rebecca Johnson, Finance Director
CITY OF LAWTON, OKLAHOMA
212 SW 9th Street
Lawton, OK 73501

The following documents management's acknowledgement and understanding of their responsibilities related to the audit of the basic financial statements as mentioned in our contract dated January 24, 2025 with the CITY OF LAWTON, OKLAHOMA.

Your Responsibilities

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved

- Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
- Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Other Engagement Matters and Limitations

This addendum to our original contract serves to identify the additional services you have requested, but does not modify any other rights, restrictions, or agreements contained in that contract. These services will be performed based on the terms of that original agreement, except as otherwise indicated herein.

Contract Agreement

Please sign and return this contract to indicate your acknowledgement of, and agreement with, the arrangements for our services.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract on behalf of CITY OF LAWTON, OKLAHOMA.

BY _____
Rebecca Johnson, Finance Director

DATE _____

January 24, 2025

Lawton City Council
Honorable Stan Booker, Mayor
Mr. John Ratliff, City Manager
Ms. Rebecca Johnson, Finance Director
CITY OF LAWTON, OKLAHOMA
212 SW 9th Street
Lawton, OK 73501

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

CITY OF LAWTON, OKLAHOMA

- Audit Services for the year ended June 30, 2024
- Compilation Services of the SA&I Form 2643/2645 – Annual Survey of City and Town Finances as of and for the year ended June 30, 2024

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be \$193,000.

Our quoted fee includes estimated travel costs and fees for services from other professionals, if any, as well as an administrative fee of five (5)% to cover certain technology and administrative costs associated with our services. The fees are broken down as follows:

Financial audit for the City	\$156,000
Single audit	23,500
State Auditor and Inspector Form	5,000
Landfill agreed-upon procedures	2,500
Expenses	<u>6,000</u>
Total	<u>\$193,000</u>

Our fees are based upon the understanding that your personnel will be available to assist. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Mergers or acquisitions
- Change in accounting principles
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets

Our hours and related fees to complete the audit are also based on the following assumptions:

- There will be no required restatements, and required adjustment, if any, will be limited in volume and complexity.
- Single audit major programs/clusters, as determined by U.S. Office of Management and Budget (OMB) Uniform Guidance requirements will be limited to two. Additional major programs will generally require an additional \$10,000 per program.
- The City will provide the trial balance 5 days prior to fieldwork, currently anticipated to being February 2025 and will make ready supporting schedules upon arrival.
- The City will provide a completed draft of the financial statements, notes to the financial statements, and supplemental schedules and other required information upon the conclusion of our fieldwork, currently anticipated to be in late February 2025. The draft is expected to agree to the trial balances and documentation provided.
- Any assistance with the implementation of new significant accounting standards will be limited to general guidance and inquiries.

No significant growth in the operations of the City or additions or major funds, component units, or joint ventures has occurred.

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement, and Terms and Conditions Addendum**, on behalf of the CITY OF LAWTON, OKLAHOMA.

BY _____
Stan Booker, Mayor

DATE _____

BY _____
John Ratliff, City Manager

DATE _____

ATTEST:

BY _____
Donalynn Blazek-Scherler, City Clerk

Date _____

Approved as to form and legality this _____ day of _____ 2025

BY _____
John R Andrew, City Attorney

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

CITY OF LAWTON, OKLAHOMA as of and for the year ended June 30, 2024

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's annual report. Management is responsible for the other information included in the annual report. The other information comprises the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining schedules and schedule of expenditures of federal awards (supplementary information) are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing a draft of the single audit report, including the schedule of expenditures of federal awards

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services
- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Cynthia Burns, Director is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
CITY OF LAWTON, OKLAHOMA	City Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if, there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management

- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Scope of Services – Compilation Services

We will prepare, from information provided in the City's audited financial statements, Form SA&I 2643 – Annual Survey of City and Town Finances (Form) of the City as of June 30, 2023 and for the year then ended in the prescribed format required by Oklahoma Statute, Section 17-105.1 of Title 11 and provided by the Office of the State Auditor and Inspector of the State of Oklahoma.

The objective of our engagement is to:

- Prepare the Form in accordance with the applicable financial reporting framework based on information provided by you
- Assist you in the preparation of the Form without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial information contained in the prescribed form in order for it to be in accordance with the applicable financial reporting framework

Cynthia Burns, Director, is responsible for supervising the engagement and authorizing the signing of the report or reports. This engagement will include documentation submission to applicable third parties. Your authorization for such submission is required.

The following apply for the compilation services described above:

Our Responsibilities

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Limitations & Fraud

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform you of any such matters, if material, that come to our attention.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Reports

As part of our engagement, we will issue a report that will state that we did not audit or review the form and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

If, for any reason, we are unable to complete our engagement, we may decline to issue a report as a result of this engagement.

Your Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the form in accordance with the applicable financial reporting framework and assist management in the presentation of the form in accordance with the applicable financial reporting framework. Management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- **Compilation Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity from whom we determine it necessary to make inquiries
 - Information of which you are aware that is relevant to the preparation and fair presentation of the form, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the form
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Additional information that we may request for the purpose of the engagement

- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of the form that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved

- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Selection of the financial reporting framework to be applied in the preparation of the form
 - Preparation and fair presentation of the form in accordance with the applicable reporting framework

You retain responsibility for performing management responsibilities and making management decisions and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. Accordingly, we will routinely submit to you journal entries, listings of transactions, or other entries or changes for your approval. You should review these items and contact us regarding any questions or changes that you wish to be made. If you approve of these entries, no response is necessary.

HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as “Business Associate”) and CITY OF LAWTON, OKLAHOMA (hereinafter referred to as “Covered Entity”).

RECITALS

Business Associate provides services to Covered Entity under this contract (the “Contract”), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information (“PHI”).

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as “HIPAA/HITECH Final Omnibus Rule,” that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* (“HIPAA”) Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the “HITECH Act”) and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the “Omnibus Rule”), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:
 - 1.1. As reasonably necessary to provide the services in the Contract;
 - 1.2. As otherwise permitted or required by this BAA;
 - 1.3. As required by law; and
 - 1.4. For the proper management and administration of Business Associate’s business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which

it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.
 - 2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI (“ePHI”) to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.
 - 2.2. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:
 - 4.1. Any limitation(s) in the Covered Entity’s notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI;
 - 4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI; and
 - 4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.
5. **Reporting, Notification, and Mitigation.**
 - 5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as

defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

- i. Each individual whose unsecured PHI was subject to the breach; and
- ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. Term and Termination.

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and

v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the

legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

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Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this

provision is disallowed by applicable law or professional standards.

9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

20. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is

subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants (“AICPA”), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor’s report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, “Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document.”

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same

agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars’ services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.
28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.
29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar

relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

30. **Hiring of Forvis Mazars Personnel.** We ask that You respect the employment relationship that Our personnel have with Our firm and to refrain from any employment offers to Forvis Mazars personnel. However, if You find it necessary to make an offer of employment and if it is accepted, during the term of this engagement and for a period of 18 months after Forvis Mazars stops providing services, You agree that We will be paid a one-time employment fee equal to 100 percent of the employee's highest annual salary. This fee will be payable prior to Our personnel commencing employment with You. Provided, however, You shall not be in violation of the nonsolicitation covenant set forth herein with respect to any position You advertise in the form of a general solicitation not delivered to or focused upon any single individual.
31. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
32. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
33. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
34. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



City of Lawton

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

Commentary

File #: 25-0128

Agenda Date: 2/25/2025

Agenda No: 9.

ITEM TITLE:

Consider authorizing the action of the City Manager to sign a Memorandum of Agreement with the Oklahoma Department of Environmental Quality to accept an award of \$273,914.50 as part of the On-Road2 Program as funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust.

INITIATOR: Cynthia Williams, Internal Auditor and Grant Coordinator

STAFF INFORMATION SOURCE: Cynthia Williams, Internal Auditor and Grant Coordinator

BACKGROUND: On August 13, 2024, the City Council authorized the submission of an application for a grant from the Oklahoma Department of Environmental Quality On-Road2 Program as funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust to subsidize (100% reimbursement) the purchase of new large diesel vehicles. We recently received notice of an award of \$273,914.50 for decommissioning and replacing two diesel trucks. The goal of the program is to reduce nitrogen oxide emissions from older vehicles by using new diesel or alternative fueled vehicles.

EXHIBIT: Memorandum of Agreement

KEY ISSUES: This is an opportunity to fund the replacement of older, heavy vehicles. The deadline to submit completed Memorandum of Agreement is March 1, 2025.

FUNDING SOURCE: REVRB Rolling Stock Fund Balance

STAFF RECOMMENDED COUNCIL ACTION: Authorize the action of the City Manager to sign a Memorandum of Agreement with the Oklahoma Department of Environmental Quality to accept an award of \$273,914.50 as part of the On-Road2 Program as funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust.

**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
ON-ROAD2 PROGRAM
MEMORANDUM OF AGREEMENT**

AWARDEE NAME: _____

This Memorandum of Agreement (“Agreement”) is by and between the Oklahoma Department of Environmental Quality (hereinafter, “Lead Agency”) and _____ (hereinafter “Awardee”). The project to be completed is described below and shall be completed pursuant to the terms and conditions set forth below.

The Lead Agency and Awardee, in consideration of the mutual pledges below, agree to the following:

ARTICLE I. PURPOSE

1.1 The purpose of this Agreement is to provide financial assistance in order for Awardee to replace eligible diesel vehicles/engines to reduce nitrogen oxides (“NOx”).

1.2 On-Road2 Program is funded by the Volkswagen Diesel Emissions Environmental Mitigation Trust (“Trust”) and is operated in accordance with the Volkswagen Environmental Mitigation Trust Agreement for State Beneficiaries (“Trust Agreement”) and the Oklahoma Beneficiary Mitigation Plan (“BMP”).

ARTICLE II. DESCRIPTION OF THE APPROVED PROJECT

2.1 Awardee’s approved project will consist of:

Quantity	Old Vehicle/Engine Description	New Vehicle/Engine Description	Amount

ARTICLE III. AWARDEE NOT EXCUSED

3.1 Upon entry of this Agreement, Awardee agrees, without limitation, to be bound by all terms and conditions of the Trust Agreement and its appendices, the Oklahoma BMP, and the On-Road2 Grant Solicitation. Failure by Awardee to comply with said terms and conditions could result in the forfeiture of awarded funds.

3.2 Nothing in this Agreement excuses Awardee from its obligation to comply with all applicable federal, state, and local statutes, rules, and/or ordinances. Compliance with all applicable federal, state, and local statutes, rules, ordinances, and the terms and conditions of this Agreement is the responsibility of the Awardee, without reliance on or direction by Lead Agency. Awardee agrees

that it has followed and will follow all applicable law and will assume full responsibility for its decisions in that regard.

ARTICLE IV. AWARD ACTIVITIES

4.1 Awardee agrees to complete all On-Road2 Program projects described herein and/or complete all purchases and submit all invoices for reimbursement no later than June 30, 2027. An extension may be granted subject to paragraphs 4.7 and 4.11 herein. Requests for extension must be received by Lead Agency no later than May 31, 2027.

4.2 Awardee agrees and represents that all vehicles/engines being replaced pursuant to this award are diesel fueled.

4.3 Awardee agrees that all vehicles/engines being replaced satisfy the requirements in the Program Eligibility section of the On-Road2 Grant Solicitation.

4.3.1. Awardee agrees that all vehicles/engines being replaced have an engine model year (EMY) 2009 or older.

4.3.2. Awardee agrees that all vehicles/engines being replaced have a Gross Vehicle Weight Rating (GVWR) that falls within the Federal Highway Administration Vehicle Classes 4-8.

4.3.3. Awardee agrees that all vehicles/engines being replaced are operational, registered and used in Oklahoma for two (2) years preceding the On-Road2 Grant Solicitation release.

4.4 Awardee agrees to implement the idling reduction program as described in its attached application.

4.5 Awardee agrees to make every effort to ensure the vehicles/engines being funded pursuant to this award remain in service in the State of Oklahoma for a minimum of five (5) years.

4.6 Awardee agrees to maintain and install, if applicable, all vehicles and equipment in accordance with manufacturer specifications.

4.7 Awardee must take title of the replacement vehicle/engine by no later than the end of the project period. Project periods will not be extended to complete any financing term that has not resulted in Awardee's ownership of title by the end of the project period.

4.8 Lead Agency reserves the right to conduct site visits in order to inspect vehicles and equipment subject to this Agreement at any time throughout the duration of this Agreement.

4.9 Awardee agrees to complete scrapping of all replacement vehicles/engines. Pursuant to Appendix D-2 of the State Environmental Mitigation Trust, "scrapped" shall mean to render inoperable and available for recycle, and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines. If any Eligible Vehicle will be replaced as part of a project, "scrapped" shall also include the disabling of the chassis by cutting the vehicle's frame rails completely in half.

4.10 Awardee agrees that proof of scrappage will be provided to Lead Agency as a condition of and prior to reimbursement, and failure to provide adequate proof of scrappage shall result in forfeiture of awarded funds. Proof of scrappage includes photos of the engine block with a hole and, if applicable, the cut frame rails, including clear images of the vehicle identification numbers (VIN). Awardee must submit a signed Scrappage Form and, if applicable, any documents received from the scrap yard. It is within Lead Agency's discretion to determine whether alternate proof of scrappage is acceptable.

4.10.1 **Acknowledgement.** Initials of Awardee _____

4.11 If Awardee wishes to change the scope or duration of the Approved Project in any way, the Awardee must submit an advance request in writing to the Lead Agency in accordance with the terms of this Agreement, including Article XIII herein, to be approved by Lead Agency. This requirement applies for any changes to the project, including timeline, budget, vehicle/engine or project item, staffing/contact information, and anything else deemed by the Lead Agency as pertinent to the project. It is within Lead Agency's discretion to accept requests for changes to the Approved Project after they have been made.

4.12 The award and project information will be posted online and made publicly available pursuant to paragraph 5.2.14 of the Trust Agreement. Signing this Agreement provides consent to release information associated with the project described herein, less any confidential business information verified and confirmed by Lead Agency (bids are not considered confidential business information).

4.13 Awardee agrees that no work shall begin on the project described herein before this Agreement is fully executed and Awardee has received a Notice to Proceed, or work commencement notification, from Lead Agency.

ARTICLE V. AGREEMENT DURATION

5.1 This Agreement will commence on the date it is signed by both parties and will terminate when all terms and conditions set forth herein are satisfied, subject to Article XI herein.

ARTICLE VI. FUNDS AND PAYMENTS

6.1 Lead Agency agrees to provide reimbursement to Awardee in the total maximum amount of _____% of total costs directly associated with the completion of the Approved Project. In the event actual project costs exceed the projected amount specified in Awardee's application, the total amount reimbursed pursuant to this Agreement shall not exceed _____ dollars (_____). Any amount above that authorized by Lead Agency herein, or beyond the scope of the Approved Project, shall be the sole responsibility of the Awardee.

6.2 If Awardee's match is funded by another funding assistance program, such as a federal grant, Awardee must provide written confirmation from said assistance program stating specifically that said funds may be used as a match for Volkswagen settlement funds. Acceptable forms of written

confirmation are official documents supporting the other funding assistance program, such as FAQs, Grant Solicitation, or guidance documents. The requirements of the Award Amounts section of the On-Road2 Grant Solicitation must be met with respect to matching funds. Volkswagen settlement funds may not be used to match other Volkswagen settlement funds.

6.2.1 **Acknowledgement.** Initials of Awardee _____

6.3 Reimbursement by Lead Agency to Awardee is limited to costs specified in paragraph 6.1 that are directly associated with the completion of the Approved Project, pursuant to the terms and conditions of this Agreement. Lead Agency will reimburse Awardee upon Awardee's completion of the project, scrapping of vehicles, and submittal of all documentation, including itemized invoices, receipts/proof of payment, proof of scrapping, proof of delivery and/or installation, and any other documentation deemed necessary by Lead Agency and/or the Trustee of the Trust.

6.4 Awardee shall submit invoices for payment to Lead Agency within sixty (60) days of the end of the month in which the Approved Project was completed and accepted by Lead Agency. Each invoice must include an itemized statement of work performed and any additional information requested by Lead Agency. Upon confirmation of receipt of purchased vehicles and/or installation of all equipment described in Article II, "Description of the Approved Project," Lead Agency will provide payment to the Awardee for costs directly associated with the Approved Project up to the amount identified in this Agreement within forty five (45) days. Requests for payment are to be directed to:

Oklahoma Department of Environmental Quality
AQD – On-Road2 Program
PO Box 1677
Oklahoma City, OK 73101-1677

6.5 No payments in advance of or in anticipation of completed installations and/or replacements pursuant to this Agreement shall be made by Lead Agency.

ARTICLE VII. REPORTS

7.1 Semiannual reporting is required to be submitted by Awardee to Lead Agency. Semiannual reports are due by 4 PM Central Time on June 15 and December 15 for the duration of the project. The final required reporting period is that within which funds are received by Awardee. If project work is still occurring during the last allowable project period, the final report is due on or before 4 PM Central Time on August 31, 2027. If an extension is granted, Awardee will continue reporting as described herein. The first reporting period commences upon execution of this Agreement. Lead Agency must be notified as expeditiously as possible if Awardee is not able to meet reporting deadlines. Failure to meet reporting deadlines may result in forfeiture of funding.

7.1.1 **Acknowledgment.** Initials of Awardee _____

ARTICLE VIII. FINANCIAL AUDITS

8.1 Upon reasonable notice to the Awardee, Lead Agency or any duly authorized representative thereof shall have the right to examine all pertinent documents of the Awardee to ensure that Grant Funds committed pursuant to this Agreement are expended only for purposes related to the Approved Project.

8.2 Awardee agrees to maintain all supporting documentation and required records for the five (5) years the vehicle/engine is required to be in operation.

8.3 Authorized personnel of the Lead Agency, the State Auditor and Inspector, or any other entities/agents designated by Lead Agency shall have the right of access to any and all documents, books, papers, accounting procedures, practices, or any other items relevant to the services provided or activities conducted under this Agreement. Awardee agrees to provide Lead Agency with a copy of any audit by a state, federal agency, or other entity that pertains to this Agreement.

8.4 When applicable, Awardee shall comply with the audit requirements in 2 C.F.R. Part 200, Subpart F.

ARTICLE IX. SEVERABILITY

9.1 Each article of this Agreement is an independent article and each is considered severable. If a court of competent jurisdiction finds any article or part of an article to be unconstitutional, void, or ineffective for any cause, that provision shall not be deemed to affect the validity or constitutionality of any other article or parts thereof.

9.2 This Agreement shall not be changed, modified, terminated, or discharged, in whole or in part, except by written agreement signed by both parties hereto, or their respective successors or assignees.

ARTICLE X. COOPERATION AND ASSENT

10.1 Awardee shall cooperate with Lead Agency to provide documentation of achievement of the purpose of this Agreement. If, at any time, Lead Agency determines that Awardee has delayed the Approved Project, failed to act or to cooperate, or unreasonably withheld its agreement or assent, Lead Agency may limit or terminate all or part of this Agreement.

ARTICLE XI. TERMINATION

11.1 The Lead Agency may terminate this Agreement for cause at any time upon written notice to the Awardee. Notice will be given to the individual named as the Awardee's contact identified below. In the event of termination, the Awardee will be entitled to reimbursement for all eligible costs incurred under this Agreement up to the time of termination. Termination does not release the Awardee from compliance with other appropriate provisions of this Agreement.

11.2 Termination for cause will be based on one or more of the following reasons:

- i. The Awardee has significantly deviated from its obligations under this Agreement without Lead Agency's written approval;
- ii. The Awardee fails to cooperate or show sufficient progress toward completion of the Approved Project;
- iii. In the case of inadequate funding on the part of the Lead Agency.

ARTICLE XII. LEAD AGENCY/AWARDEE CONTACTS

12.1 The name, title, street and mailing addresses, telephone, and email address for the Lead Agency contact is:

Toni Payne - Project Manager
Printed or Typed Name and Title

707 N. Robinson, Oklahoma City, OK, 73101
Street Address, City, State, Zip

PO Box 1677, Oklahoma City, OK, 73101-1677
Mailing Address

(405) 702-4168
Telephone

toni.payne@deq.ok.gov
Email Address

12.2 The name, title, street and mailing addresses, telephone, and email address for the Awardee contact is:

Printed or Typed Name and Title

Street Address, City, State, Zip

Mailing Address (if different)

Telephone

Email Address

ARTICLE XIII. NOTICES

13.1 Any notice given by either party to the other pursuant to this Agreement shall be in writing and sent to the contact person as identified in Article XII.

ARTICLE XIV. GOVERNING LAW AND VENUE

14.1 The validity, enforceability, and interpretation of this Agreement shall be determined and governed by the laws of the State of Oklahoma. Lead Agency and Awardee agree that the venue of any action in district court for the purposes of interpreting, implementing, or enforcing this Agreement will be Oklahoma County, Oklahoma.

14.2 Lead Agency and Awardee have caused this Agreement to be executed by their duly authorized representatives, and this Agreement shall be deemed effective on the latter of the two dated signatures affixed below:

FOR LEAD AGENCY:

ROB SINGLETARY- EXECUTIVE DIRECTOR
Oklahoma Department of Environmental Quality

DATE: _____

FOR AWARDEE:

John Ratliff, City Manager

DATE: _____



City of Lawton

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

Commentary

File #: 25-0129

Agenda Date: 2/25/2025

Agenda No: 10.

ITEM TITLE:

Consider approving a new merchant agreement with Forte to provide payment processing and related products and services to the Solid Waste Disposal Division.

INITIATOR: Judy Franco, Director of Information Technology Services

STAFF INFORMATION SOURCE: Judy Franco, Director of Information Technology Services

BACKGROUND: Consider approval for a merchant agreement with Forte for Solid Waste Disposal. This partnership will align closely with our True North Culture Statement, offering advanced technology to enhance our city's infrastructure and services. By collaborating with Forte, we foster a collaborative environment and ensure seamless implementation of their innovative solutions, benefiting our citizens and local businesses. Prioritizing integrity and trust, Forte's transparent practices echo our values, building a partnership based on mutual respect. Embracing innovation is crucial for Lawton's growth, and Forte's cutting-edge technology will enable our city to thrive. Approving this agreement will significantly improve the lives of our residents and uphold our community-centric values.

EXHIBIT: Forte Government Application & Payment Processing Agreement

KEY ISSUES: N/A

FUNDING SOURCE: None

STAFF RECOMMENDED COUNCIL ACTION: Information Technology Services recommends approval of this item

Business Information								
Merchant's Legal Name: City of Lawton		Department (DBA): Solid Waste						
Physical Street Address (No PO Boxes): 212 SW 9th Street								
City: Lawton		State: OK	Zip Code: 73501					
Phone: 5805813328		Fax: 5805813438						
Customer Service/General Office Phone Number: 5805813428		Website: lawtonok.gov						
Primary Contact-System Administrator:		Secondary Contact-Billing:						
Name: Stanley Booker		Name: Rebecca Johnson						
Business Phone: 5805813328		Business Phone: 5805813328						
E-mail: finservices@lawtonok.gov		E-mail: rebecca.johnson@lawtonok.gov						
IT Contact:		Third Party Vendor (If Applicable)						
Name: Judy Franco		Vendor Name: [REDACTED]						
Business Phone: 5805813338		Contact Name: [REDACTED]	Contact Phone: [REDACTED]					
E-mail: itservices@lawtonok.gov		Email: [REDACTED]						
Business Profile								
Federal Tax ID: 73-6005287		Merchant Time Zone: Central	Cut-Off Time: 12:00 AM Midnig					
Avg. Bill Amt.: \$ 960.00		Max. Bill Amt.: \$ 85,000.00	Gross Annual \$ Collected (Cash/Check/CC/Money Order): 3.40					
Bank Account Where Funds Will Be Deposited								
Deposit Transit Routing/ ABA Number (9 Digits): [REDACTED]		Deposit Bank Account Information DDA/Checking Account #: [REDACTED]						
If a Different Bank Account is Needed to Debit Fees, Provide the Information Below								
Debit Transit Routing/ ABA Number (9 Digits):		Debit Bank Account Information DDA/Checking Account #:						
Select Services		Select Payment Types To Be Accepted		Select Equipment				
<input checked="" type="checkbox"/> Internet (WEB)	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX	<input type="checkbox"/> eCheck	<input checked="" type="checkbox"/> All	<input type="checkbox"/> V400c Stand Alone	<input type="checkbox"/> P2PE V400c Stand Alone
<input type="checkbox"/> Phone (IVR)	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX	<input type="checkbox"/> eCheck	<input type="checkbox"/> All	<input checked="" type="checkbox"/> V400c w/Cables	<input type="checkbox"/> P2PE V400c Hybrid
<input checked="" type="checkbox"/> Terminal (POS)	<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Discover	<input type="checkbox"/> AMEX	<input checked="" type="checkbox"/> All		<input type="checkbox"/> eDynamo w/Dock	Quantity: <input type="text" value="2"/>
Notifications								
Name: Kristin Huntley			Phone Number: 5805813328			Email: kristin.huntley@lawtonok.gov		
<input checked="" type="checkbox"/> Returned Check	<input checked="" type="checkbox"/> Training	<input checked="" type="checkbox"/> Reporting	<input type="checkbox"/> IT	<input checked="" type="checkbox"/> Accounting	<input checked="" type="checkbox"/> Notifications/Maintenance	<input checked="" type="checkbox"/> Dispute Mgmt.	<input type="checkbox"/> All	
Name: Justine Guevara			Phone Number: 5805813328			Email: justine.guevara@lawtonok.gov		
<input checked="" type="checkbox"/> Returned Check	<input checked="" type="checkbox"/> Training	<input checked="" type="checkbox"/> Reporting	<input type="checkbox"/> IT	<input checked="" type="checkbox"/> Accounting	<input checked="" type="checkbox"/> Notifications/Maintenance	<input checked="" type="checkbox"/> Dispute Mgmt.	<input type="checkbox"/> All	
Name: Judy Franco			Phone Number: 5805813338			Email: itservices@lawtonok.gov		
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input checked="" type="checkbox"/> IT	<input type="checkbox"/> Accounting	<input type="checkbox"/> Notifications/Maintenance	<input type="checkbox"/> Dispute Mgmt.	<input type="checkbox"/> All	
Name: Brittany Sawyer			Phone Number: 5805813338			Email: itservices@lawtonok.gov		
<input type="checkbox"/> Returned Check	<input type="checkbox"/> Training	<input type="checkbox"/> Reporting	<input checked="" type="checkbox"/> IT	<input type="checkbox"/> Accounting	<input type="checkbox"/> Notifications/Maintenance	<input type="checkbox"/> Dispute Mgmt.	<input type="checkbox"/> All	
Signature:			Date:					
Printed Name: Mayor Stanley Booker			Title: City of Lawton Mayor					

PAYMENT PROCESSING AGREEMENT

This Payment Processing Agreement (“Agreement”), including all applicable appendices and addendums hereto, is made by and between **CSG Forte Payments, Inc.**, a Delaware corporation with its primary business address at 2121 Providence Drive, Suite 151, Fort Worth, TX 76106 (“FORTE” or “Party”), and **City of Lawton, OK**, with its primary business address at 212 SW 9th Street, Lawton, OK 73501 (“AGENCY” or “Party” or “Merchant”), and is effective upon the date last signed below (the “Effective Date”). FORTE provides payment processing and related products and services including but not limited to Automated Clearing House (“ACH”), credit and debit card processing, account verification and customer identification (collectively and individually, as applicable, the “Services”) to AGENCY who provides services to, or otherwise has a business relationship with, individuals and other entities (“Constituents” or “Customer”).

1. GENERAL

The Agreement shall consist of these terms and conditions, each of the Appendices attached hereto if applicable, and all modifications and amendments thereto. Under the terms of the Agreement, AGENCY will be furnished with the Services described in the Agreement and attached Appendices which are selected by Agency and approved by FORTE. For any terms herein that are specifically applicable to any particular Service offered by FORTE, only the terms and conditions that apply to the specific Service(s) requested by AGENCY at any given time shall apply. Some capitalized terms which are not defined herein have specific definitions provided in Appendix A, attached hereto and incorporated by this reference.

2. USAGE

2.1 Use License. Subject to the terms and conditions of this Agreement, FORTE hereby grants to AGENCY a non-exclusive and non-transferable license to access and use the Service(s) contracted for and AGENCY hereby accepts such license and agrees to utilize and access the Services in accordance with the practices and procedures established by FORTE, which may be amended from time to time in accordance with this Agreement. AGENCY may use the Services (a) for its own internal business purposes and operations, and/or (b) as a service provided to its Constituents, unless otherwise agreed by FORTE in writing. AGENCY agrees that it will not transmit any material through FORTE’s systems in violation of any applicable Law or Rule. FORTE reserves the right to use all means necessary to monitor AGENCY’s actions in the event of a real or perceived security risk.

2.2 Use of Proprietary Property. No license or right to use, reproduce, translate, rearrange, modify, enhance, display, sell, lease, sublicense or otherwise distribute, transfer or dispose of any of FORTE’s Proprietary Property, as defined in Section 3 below, in whole or in part, is granted except as expressly provided by this Agreement. AGENCY shall not reverse engineer, decompile or disassemble the Proprietary Property. Additionally, nothing in this Agreement shall be construed to provide AGENCY with a license of any third-party proprietary information or property.

2.3 Acceptable Use. AGENCY agrees to comply with the reasonable and acceptable use policies and Rules of any networks accessed by AGENCY through the Services. FORTE reserves the right to deny access to, or close any account AGENCY has with FORTE which, in FORTE’s opinion, is causing or may cause, harm to or negatively affect a FORTE server or third-party network accessed through FORTE. In the event of such an occurrence, FORTE shall make reasonable efforts to notify AGENCY prior to taking any such action but is not required to do so.

2.4 User and System Security. AGENCY shall ensure that its Users comply with all applicable requirements of this Agreement. AGENCY is responsible for protecting the confidentiality of any and all passwords and credentials provided to AGENCY by FORTE for the purpose of utilizing the Services or other forms of access to AGENCY’s accounts with FORTE. AGENCY is responsible for the security of its systems, locations and equipment used in processing Transactions under this Agreement and for developing security procedures and training its employees on the procedures. AGENCY expressly

assumes responsibility for the acts or omissions of all Users on its account(s) with FORTE and for User access to FORTE's systems either directly or through software.

2.5 Use of Information and Data. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results), is held in FORTE's database and may be used by FORTE for the purpose of providing the Services to its customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's fraud detection, account validation and verification, and/or other commercially available services.

3. OWNERSHIP

All computer programs, trademarks, service marks, patents, copyrights, trade secrets, know-how, and other proprietary rights in or related to the Services (the "Proprietary Property"), are and will remain the sole and exclusive property of FORTE, whether or not specifically recognized or perfected under applicable Law. FORTE shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the existing Services and/or any new programs, upgrades, modifications or enhancements developed by FORTE in connection with rendering Services to AGENCY, even when refinements and improvements result from AGENCY's request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in FORTE by virtue of this Agreement or otherwise, AGENCY hereby expressly transfers and assigns to FORTE all rights, title, and interest which AGENCY may have in and to such refinements and improvements. All reference to any of FORTE's service marks, trademarks, patents or copyrights, or those of FORTE's partners or vendors, shall be made in compliance with the requirements, including periodic updates thereto, as provided at <http://www.forte.net/trademark>.

4. CONFIDENTIALITY

The Parties acknowledge that, by virtue of this Agreement, each has been and will continue to be entrusted with certain Confidential Information (as defined in Appendix A) pertaining to the other's business, including, but not limited to, proprietary information developed by, acquired by, or licensed to each Party. Each Party agrees that, except to the extent and in the manner necessary to perform its duties hereunder, it will not disclose to others or use for its own benefit any Confidential Information of the other Party and it will hold all Proprietary Property, as defined herein, confidential in perpetuity. Additionally, in the course of providing and receiving the Services, each Party acknowledges that it may receive or have access to PII, as more fully defined in Appendix A). As such, each Party shall: (i) keep all PII in strict confidence, with the degree of care necessary to avoid unauthorized access, use or disclosure; (ii) use PII solely and exclusively for the purposes provided in this Agreement; (iii) implement administrative, physical and technical safeguards to protect PII that are at least as rigorous as accepted industry practices; and (iv) have in place a program that complies with applicable legal requirements regarding PII, including, if applicable, PCI standards for data security. Except with respect to Personal Information, this Section 4 will not apply to Confidential Information that (i) was already available to the public at the time of disclosure, (ii) becomes generally known to the public after disclosure to the other Party, through no fault of the other Party, (iii) is disclosed under force of law, applicable regulation, governmental regulation or court order, or (iv) is required to be disclosed by a banking partner, an Acquirer or an applicable Payment Network.

5. TERM AND TERMINATION

5.1 Term. This Agreement shall have an initial term of five (5) years (the “Initial Term”). Thereafter, this Agreement will automatically renew for additional one (1) year terms (each a “Renewal Term” and, together with the Initial Term, the “Term of the Agreement”) unless either Party provides thirty (30) days’ prior written notice of termination to the other Party.

5.2 Termination for Material Breach. In the event of a material breach of this Agreement by one Party and failure to cure within thirty (30) days of receipt of written notice of the breach, the other Party may terminate immediately by providing written notice of termination.

5.3 Termination with Notice. FORTE may terminate this Agreement with prior notice in the event (i) there is a material adverse change to AGENCY or its financial condition; (ii) AGENCY experiences Excessive Chargebacks pursuant to Section 6.12 herein; or (iii) AGENCY is in violation of any applicable Law, Rule or regulation. Notwithstanding the foregoing, FORTE reserves the right to suspend AGENCY’s receipt of services under section 6.17 in conjunction with sending notice of intent to terminate AGENCY’s account.

5.4 Termination without Notice. FORTE may immediately terminate this Agreement without prior notice in the event (i) that it determines AGENCY has experienced an actual or suspected data security breach; (ii) FORTE is instructed to terminate the Agreement by a financial institution, Acquirer or Payment Network; or (iii) FORTE observes irregular, suspicious or fraudulent Transaction activity on Merchant’s account that is reasonably determined to expose FORTE to risk of financial, reputational, or other measurable loss. Notwithstanding the foregoing, FORTE may, in its own discretion, temporarily suspend AGENCY’s receipt of services prior to terminating AGENCY’s account.

5.5 Appropriations. AGENCY’s payment obligation extends only to funds appropriated annually by the Lawton City Council and encumbered for the purpose of the Agreement. AGENCY does not by the Agreement irrevocably pledge funds for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the AGENCY. All terms of this Agreement are subject to annual appropriation of funds by the Lawton City Council. Upon not less than ninety (90) days’ prior written notice and notwithstanding any provision in the Agreement to the contrary, AGENCY has the right to terminate the Agreement without penalty and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated, subject, however, to AGENCY’s obligation to pay all invoices for Services rendered by FORTE to AGENCY during the period the Agreement was funded.

6. TRANSACTION PROCESSING

6.1 Accepting Transactions. FORTE shall process credit card, debit card and ACH Transactions on AGENCY’s behalf on a 24-hour basis. Transactions which are received before the daily designated cut-off time will be originated for settlement through the corresponding payment network. Transactions which are received after the designated cut-off time will be included in the next business day’s settlement processing.

6.1.1 Sale Transactions. If a Transaction is sent to FORTE as a sale of goods or services, it will automatically be captured for settlement in time for the next designated cut-off time.

6.1.2 Authorization-Capture Transactions. If a Transaction is sent to FORTE for Authorization (as more fully defined in Appendix A) only or for delayed processing, then it will be the responsibility of AGENCY to submit a corresponding “capture” Transaction within forty-eight (48) hours of the Authorization in order to complete the Transaction process for settlement. Transactions which are not captured within forty-eight (48) hours of Authorization are untimely and may be rejected by FORTE.

6.2 Transaction Format. FORTE is responsible only for processing Transactions which are received and approved by FORTE in the proper format, as established by FORTE.

6.2.1 Card Not Present Transactions. For card-based Transactions in which the card is not present, AGENCY must obtain and include as part of the Authorization request the three (3) or four (4) digit validation code and the cardholder’s billing address information.

6.3 AGENCY Account. In order to provide Transaction processing services, FORTE may need to

establish one (1) or more service accounts on AGENCY's behalf or require AGENCY to establish a service account with a third-party provider sub-contracting with FORTE.

6.4 Limited-Acceptance Agency. If appropriately indicated on AGENCY's application with FORTE, AGENCY may be a Limited-Acceptance Agency, which means that AGENCY has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. FORTE and its associated credit card Acquirer have no obligation other than those expressly provided under the Rules of a Payment Network and applicable Law as they may relate to limited acceptance. AGENCY, and not FORTE or Acquirer, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

6.5 Bona Fide Sales. AGENCY shall only complete Transactions produced as the direct result of bona fide sales made by AGENCY to cardholders, and AGENCY is expressly prohibited from processing, factoring, laundering, offering, and/or presenting sales Transactions which are produced as a result of sales made by any person or entity other than AGENCY, for purposes related to financing terrorist activities or for purposes that may be used as part of a scheme which violates any law governing the use of the Services which may include but not be limited to Bank Secrecy Act or USA Patriot Act.

6.6 Setting Limits on Transaction Amount. AGENCY may set a minimum Transaction amount to accept a card that provides access to a credit account, under the following conditions: the minimum Transaction amount does not (i) differentiate between card issuers; (ii) differentiate between MasterCard, Visa, or any other acceptance brand; and (iii) exceed ten dollars (or any higher amount established by the Federal Reserve). AGENCY may set a maximum Transaction amount to accept a card that provides access to a credit account, under the following conditions: AGENCY is (i) a department, agency or instrumentality of the U.S. government; (ii) a corporation owned or controlled by the U.S. government; or (iii) an agency whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum Transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

6.7 Additional Agreements AGENCY understands and agrees that in order to receive the Services, Agency may be required to enter into additional agreements directly with the Payment Networks or other third parties.

6.8 Modifying Transactions. AGENCY shall regularly and promptly review all Transactions and shall immediately notify FORTE upon discovery of any and all discrepancies between the records of AGENCY compared with those provided by FORTE or AGENCY's bank, or with respect to any Transaction that AGENCY believes was made erroneously or without proper authorization from the Constituent or Consumer. At AGENCY's request, FORTE will make commercially reasonable efforts to reverse, modify, void or delete a Transaction after it has been submitted for settlement. All requests must be made in writing (electronic mail will be deemed as "in writing" for these purposes), signed or sent by an individual pre-authorized by AGENCY to make such requests and delivered to FORTE. AGENCY agrees FORTE will not be held responsible for any losses, directly or indirectly, incurred by AGENCY or other third parties as a result of FORTE's failure to accomplish the request before the Transaction has been processed through the applicable Payment Network or for making any necessary changes as requested by Agency.

6.9 Delay or Rejection of Transactions. FORTE may delay or reject any Transaction without prior notification to AGENCY which is improperly formatted, is untimely, or is missing information, which may cause it to downgrade; or if FORTE has reason to believe such Transaction is fraudulent or improperly authorized; or for any reason such delay or rejection is permitted or required under the Rules or regulations. FORTE shall have no liability to AGENCY by reason of the rejection of any such Transaction.

6.10 Returned Items. FORTE shall make available to AGENCY details related to the receipt of any Transaction that is returned unpaid or any Transaction which is charged back and shall credit or charge such returned item to AGENCY's Settlement Account.

6.11 Chargebacks. AGENCY acknowledges and agrees that it is bound by the Payment Networks

Rules with respect to any Chargeback. AGENCY understands that obtaining an authorization from a Consumer for any sale shall not constitute a guarantee of payment, and such sales can be returned or charged back to AGENCY like any other item hereunder. In the event a Transaction is charged back for any reason, the amount of such Transaction will be deducted from AGENCY's designated Settlement Account or any payment due to AGENCY.

6.12 Excessive Chargebacks. Using limits established by the Payment Networks as a standard for review, FORTE reserves the right to suspend and/or terminate AGENCY's access to the Services should AGENCY's chargeback ratio exceed allowable limits in any given period. FORTE will make reasonable efforts to provide AGENCY with notice and a time to cure its excessive chargebacks prior to suspending or terminating AGENCY's access to the Services. AGENCY acknowledges and expressly authorizes FORTE, in compliance with Payment Network Rules, to provide to the Payment Networks and applicable regulatory bodies, AGENCY's name and contact information as well as Transaction details should AGENCY's chargeback ratio exceed the allowable limits in any given period.

6.13 Resubmitting Transactions. AGENCY shall not re-submit any Transaction unless it is returned as (i) insufficient funds (R01) or (ii) uncollected funds (R09) or unless a new Authorization is obtained from Constituent.

6.14 Settlement. Settlement of AGENCY's funds for Transactions, less any Chargebacks or Returns, to AGENCY's designated Settlement Account will occur within seventy-two (72) hours of origination excluding weekends and US federal banking holidays. Settlement of Transactions will occur via electronic funds transfer over the ACH Network. Upon receipt of AGENCY's sales data for card Transactions through FORTE's Services, Acquirer will process AGENCY's sales data to facilitate the funds transfer between the various Payment Networks and AGENCY. After Acquirer receives credit for such sales data, Acquirer will fund AGENCY, either directly to the AGENCY-Owned Designated Account or through FORTE to an account designated by FORTE (the "FORTE Designated Account"), at Acquirer's sole option, for such card Transactions. AGENCY agrees that the deposit of funds to the FORTE Designated Account shall discharge Acquirer of its settlement obligation to AGENCY and any dispute regarding the receipt or amount of settlement shall be between FORTE and AGENCY. Acquirer will debit the FORTE Designated Account for funds owed to Acquirer as a result of the Services provided hereunder unless an Agency-owned account is otherwise designated by AGENCY. Further, if a cardholder disputes a Transaction, if a Transaction is charged back for any reason, or if FORTE or Acquirer reasonably believes a Transaction is unauthorized or otherwise unacceptable, the amount of such Transaction may be charged back and debited from AGENCY if settled to an Agency-owned account or debited from the FORTE Designated Account if settled to that account.

6.15 Provisional and Final Payment. AGENCY, AGENCY's third party senders (if applicable), and/or AGENCY's agent(s) understand and agree that Debit or Credit Entries may be transmitted through the ACH Network, that payment of a Debit or Credit Entry by the RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for such Debit or Credit Entry, and, if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and AGENCY will not be deemed to have paid the Receiver the amount of the Debit or Credit Entry. The rights and obligations of AGENCY concerning the Debit or Credit Entry are governed by and construed in accordance with the laws of the state in which the processing ODFI is located unless AGENCY and FORTE have agreed that the laws of another jurisdiction govern the rights and obligations.

6.16 Reporting. FORTE will make daily origination and deposit reports available to AGENCY on a 24/7 basis through the Internet-based FORTE platform.

6.17 Temporary Suspension of Services. Should any of the following occur: (i) FORTE observes irregular, suspicious or possible fraudulent Transaction activity on AGENCY's account; (ii) FORTE determines there is an irregularity in AGENCY's account, documentation, processes or financial condition that is inconsistent with FORTE's risk requirements; (iii) AGENCY is in material breach of its payment or other financial obligations to FORTE; or (iv) FORTE is required by Laws, Rules or a Payment Network, FORTE reserves the right to temporarily suspend Services to AGENCY without prior

written notice. In the event FORTE suspends Services to AGENCY under the terms of this Section, FORTE will provide AGENCY with notice of the suspension and the reason for such suspension, along with remediation actions so long as communicating such would not create a security risk or violate any legal obligation of FORTE.

6.18 Authorization. AGENCY specifically authorizes FORTE to (i) to debit and credit AGENCY's designated bank account in order to carry out its duties under this Agreement and (ii) debit its designated bank account and any account owned by the same entity as AGENCY or by an entity with the same tax identification number as AGENCY to collect any payment obligation owed to FORTE by AGENCY hereunder. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of funds from AGENCY's Customer shall constitute receipt of payment to AGENCY, extinguishing such Customer's payment obligation to AGENCY (to the extent such obligation has not otherwise been extinguished) as if such Customer had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to such Customer's payment, AGENCY's sole recourse shall be to FORTE, not the Customer.

7. TRANSACTION AUTHORIZATION

7.1 Constituent Authorization. AGENCY shall obtain authorization from Constituent prior to requesting a Transaction to or from Constituent's account.

7.2 Retention. AGENCY shall retain proof of Constituent's authorization for a period of not less than two (2) years for standard Transactions and for a period of not less than five (5) years for health-related Transactions from the Authorization date or revocation of Authorization date and shall provide such proof of Authorization to FORTE upon request within five (5) business days of the request.

7.3 Revoked Authorization. AGENCY shall cease initiating Transactions to or from a Constituent's account immediately upon receipt of any actual or constructive notice of a Constituent's termination or revocation of authorization. AGENCY may re-initiate Transactions to or from a Constituent's account only upon receiving new Authorization from Constituent.

8. AGENCY PROHIBITIONS

AGENCY must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to Transactions unless applicable Law expressly requires that AGENCY impose a tax (any tax amount, if allowed, must be included in the Transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from AGENCY; (v) disburse funds in the form of cash unless AGENCY is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the Transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by AGENCY) or unless AGENCY is participating in a cash back service; (vi) submit any Transaction receipt for a Transaction that was previously charged back to the Acquirer and subsequently returned to AGENCY, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt that has been deemed uncollectable by AGENCY; or (viii) submit a Transaction that represents collection of a dishonored check. AGENCY further agrees that under no circumstance will AGENCY store cardholder data in violation of the Laws or the operating regulations of any Payment Network, including, but not limited to, the storage of track-2 data. Neither AGENCY nor its agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales Transaction.

9. AUTHORIZATION

9.1 ACH Authorization. AGENCY authorizes FORTE to electronically debit and credit AGENCY's designated bank account(s) for any amounts owed to or by AGENCY in accordance with the terms of this Agreement. Further, AGENCY authorizes FORTE to act as its agent for receipt of settlement funds in connection with the Services and FORTE accepts such appointment subject to any conditions and limitations of this Agreement. AGENCY agrees that receipt by FORTE of a Constituent's funds shall constitute receipt of payment to AGENCY, extinguishing the Constituent's payment obligation to AGENCY as if the Constituent had paid AGENCY directly. If FORTE fails to fund AGENCY's account in an amount corresponding to a Constituent's payment, AGENCY's sole recourse shall be to FORTE, not the Constituent.

9.2 Third Party Service Provider. If AGENCY uses the Services through or in conjunction with a third-party service provider that is not a party to this Agreement, AGENCY authorizes FORTE to provide the authorized third party with its FORTE merchant account information and credentials. If applicable, AGENCY authorizes the third party to originate Transactions and receive the corresponding results on its behalf.

10. CONSTITUENT DISPUTES

All disputes between AGENCY and its Constituents relating to any Transaction processed under this Agreement will be settled by and between AGENCY and Constituent. AGENCY agrees FORTE bears no responsibility or involvement in any such dispute.

11. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In performing its duties under this Agreement, each Party agrees to comply with all applicable Rules, regulations and Laws, including but not limited to all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), all Rules of any applicable Payment Networks, all requirements under the Payment Card Industry Data Security Standard (or similar applicable data security law, rule or regulation) including but not limited to the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Payment Networks. Each Party agrees to cooperate and provide information reasonably requested by the other to facilitate its compliance with any applicable Law, Rule or regulation. Additionally, should a Payment Network or regulatory body impose a fee or fine on AGENCY for any violation of the Rules or Laws or regulations by AGENCY, such fee or fine may be charged to FORTE as a pass-through to AGENCY. If any such fee or fine is charged to FORTE, AGENCY shall reimburse FORTE for any such fees or fines.

12. DATA SECURITY

FORTE shall implement and maintain a commercially reasonable security program, in accordance with the Information Security Requirements attached hereto as Appendix E.

13. PRICING AND PAYMENT

13.1 FORTE will provide the Services in accordance with the fees listed on the Pricing Fee Schedule, attached hereto as Schedule 1, or any amendments thereto. Pricing based on AGENCY absorbing the fees for the Services ("Absorbed Fee Model") will result in fees being billed to the AGENCY monthly in arrears and will automatically be debited from AGENCY's designated account via ACH debit.

13.2 Pricing based on a service fee that is charged to Constituents per Transaction ("Service Fee Model") will result in a non-refundable service fee either (i) added to or (ii) charged as a separate Transaction to Constituent at the time of payment. Pricing under the Service Fee Model is calculated based on historical or estimated transactional amount activity by AGENCY. In the event that experiential transaction activity varies significantly from the historical or estimated amounts, FORTE shall have the right to adjust the service fee in accordance with the experiential transaction activity.

13.3 FORTE's pricing is subject to the underlying fees established by the Payment Networks and its service providers. As such, in the event FORTE experiences an increase in cost for any processing

services utilized by AGENCY during Term of this Agreement, FORTE will pass through the increases with no additional markup to AGENCY. FORTE will provide AGENCY a minimum of thirty (30) days' notice of any change or adjustment in fees.

14. LIMITS OF LIABILITY

14.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE INCURRED IN RELATION TO THIS AGREEMENT. THE AMOUNT OF DAMAGES RECOVERABLE BY EITHER PARTY FROM THE OTHER WILL NOT EXCEED THAT PARTY'S ACTUAL, DIRECT DAMAGES AND WILL BE LIMITED TO THE AMOUNT OF THE AVERAGE MONTHLY FEES AND CHARGES PAID BY AGENCY TO FORTE, EXCLUDING ANY PASS-THROUGH FEES, FOR THE SERVICES FOR THE IMMEDIATE THREE (3) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE APPLICABLE CLAIM. NEITHER PARTY WILL BE LIABLE FOR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH PERFORMANCE WOULD RESULT IN IT BEING IN BREACH OF ANY LAW, RULE, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL AUTHORITY. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2 FORTE SHALL NOT BE RESPONSIBLE FOR ERRORS, ACTS OR FAILURES TO ACT OF OTHERS, INCLUDING, AND AMONG OTHER ENTITIES, BANKS, OTHER PROCESSORS, COMMUNICATIONS CARRIERS OR CLEARING HOUSES, THROUGH WHICH TRANSACTIONS MAY BE ORIGINATED OR THROUGH WHICH FORTE MAY RECEIVE OR TRANSMIT INFORMATION, AND NO SUCH ENTITY SHALL BE DEEMED AN AGENT OF FORTE.

15. REPRESENTATIONS AND WARRANTIES.

15.1 FORTE's Representations and Warranties. FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein.

15.1.1 FORTE hereby warrants that its software solutions and the Services will perform in accordance with their published specifications in all material respects.

15.1.2 FORTE further warrants that in performing its obligations hereunder, it shall exercise due care and reasonable efforts to ensure that information originated by AGENCY is transmitted accurately.

15.2 AGENCY's Representations and Warranties. AGENCY represents and warrants to FORTE:

15.2.1 If applicable, with respect to all Transactions originated by FORTE on behalf of AGENCY, (i) each Transaction in all respects has been properly authorized by Receiver; (ii) each Transaction is for an amount agreed to by the Receiver; and (iii) AGENCY shall provide proof of Authorization in compliance with applicable Rules for any Transaction to FORTE upon request within five (5) Business Banking Days.

15.2.2 AGENCY agrees to adhere to the warranties within the applicable Rules for each Transaction FORTE processes on AGENCY's behalf.

15.3 Mutual Representations and Warranties. Each Party represents and warrants to the other:

15.3.1 The execution of this Agreement does not violate any applicable international, federal, state, or local law, Payment Network rule or contract to which such Party is subject.

15.3.2 There are no actions, suits or proceedings existing or pending against or affecting it before any judicial or regulatory authority which would have a material adverse effect on its ability to perform its obligations hereunder.

15.3.3 When executed and delivered, this Agreement will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms.

16. FORTE SERVICE POLICY

FORTE makes no representations or warranties concerning the Services except as may be specifically authorized, in writing, or set out herein. AGENCY acknowledges and understands that FORTE does not warrant that the Services will be uninterrupted or error free and that FORTE may occasionally experience delays or outages due to disruptions that are not within FORTE's control. Any such interruption shall not be considered a breach of the Agreement by FORTE. FORTE shall use its best efforts to remedy any such interruption in the Services as quickly as possible.

17. FORCE MAJEURE

Neither Party will be held liable for any damages, delays or failure to perform any of its obligations under this Agreement if such damages, delays or failure is due to circumstances beyond the reasonable control of such Party and without its fault or negligence, such as acts of God, fire, flood, earthquakes or other natural disasters, epidemics, industry-wide strikes and governmental acts or orders or restrictions. The Party affected by such circumstances will use all commercially reasonable efforts to avoid or remove such causes of non-performance. Nothing herein shall relieve a Party from its payment obligations for Services rendered.

18. ASSIGNMENT

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Neither Party may assign any of its rights hereunder, nor delegate any of its duties hereunder, without the prior written consent of the other Party, and each Party acknowledges and agrees that, absent such prior written consent, any attempted assignment or delegation hereunder shall be null, void and of no effect. Notwithstanding the foregoing, either Party may assign this Agreement or any rights and obligations hereunder either to an Affiliate or to a third-party successor to all or substantially all of its business, stock or assets, in each case, without the prior written consent of the other Party.

19. CHOICE OF LAW

This Agreement shall be governed by and construed in accordance with the Laws of the state of Oklahoma without reference to choice of laws rules.

20. AMENDMENT

Except as otherwise provided for herein, the terms and conditions of this Agreement shall not be modified or amended except in writing and agreed to by the Parties. Notwithstanding the foregoing, this Agreement is subject to such modifications, changes, and additions as may be required by reason of any applicable Law, regulation or Rule.

21. PUBLICITY

Neither Party shall use the other Party's name, logo or service marks in conjunction with a press release or advertisement without first obtaining written approval.

22. NOTICE

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address most recently provided in writing.

23. HEADINGS

The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

24. SEVERABILITY

Should any term, clause or provision herein be found invalid or unenforceable by a court of competent

jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

25. ENTIRE AGREEMENT; WAIVER; COUNTERPARTS

This Agreement constitutes the entire understanding of the Parties and revokes and supersedes all prior agreements between the Parties and are intended as a final expression of their agreement. Either Party’s waiver of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of the same or other provision. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

25. ELECTRONIC SIGNATURES.

Under the Electronic Signatures in Global and National Commerce Act (E-Sign), this Payment Processing Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when (i) a person authorized to bind AGENCY indicates acceptance of the terms of this Agreement by following procedures that associate his/her electronic signature with this Agreement and related documents, (ii) such authorized person consents and intends to be bound by the Payment Processing Agreement and related documents, and (iii) the Payment Processing Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective organizations, have executed this Agreement.

CITY OF LAWTON, OK

CSG FORTE PAYMENTS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A DEFINITIONS

ACH Network. “ACH Network” or “Automated Clearing House Network” is a batch processing, store-and-forward system that accumulates and distributes ACH Transactions that are received from ODFI (defined below) and are forwarded to the specified RDFI (defined below) according to the specific schedules established by the participants.

Acquirer. “Acquirer” means a sponsoring financial institution or payment processor that enters into an agreement which enables merchants, government entities or their Agent(s) to submit Transactions to a payment network.

Affiliate. “Affiliate” means an entity controlled or managed by the same centralized federal, state or local government.

Agent. “Agent” means any director, officer, employee, representative, Affiliate, third-party vendor or any other person acting on behalf of Agency with the actual, implied or apparent authority of Agency.

Authorization. “Authorization” means a Transaction request on a Consumer bank account or card account to confirm Consumer’s account is open, in good standing, and has sufficient funds to complete the submitted transaction.

Business Banking Day. “Business Banking Day” means Monday through Friday excluding banking holidays.

Confidential Information. “Confidential Information” may include information regarding all of the computer software and technologies, systems, structures, architectures, processes, formulae, compositions, improvements, devices, know-how, inventions, discoveries, concepts, ideas, designs, methods, and information and databases developed, acquired, owned, produced or practiced at any time by a Party or any Affiliate thereof, including software programs and documentation licensed by third parties to the disclosing Party, any business or financial information directly or indirectly related to the disclosing Party’s company(s) or investments or its internal administrative audit reports on internal controls, internal risk and underwriting guidelines and policies, billing and accounting systems, Customer and vendor lists and information, employee personnel information and policies and procedures, information regarding the disclosing Party’s products and services that is not generally available to the public.

Consumer. “Consumer” means the individual end users, Constituents of AGENCY.

CPA. “CPA” or “Canadian Payment Association” is responsible for operating the two primary settlement systems (payment networks) in Canada, as well as establishing, revising and enforcing the operating Rules for the Canadian payment networks.

Chargeback. “Chargeback” means a Transaction that is rejected by the owner of the account debited or charged because a dispute exists between the Originator of the Transaction (typically Agency) and the account owner.

Credit Entry. “Credit Entry” means an ACH/EFT Transaction that is intended to deposit funds into a Receiver’s (defined below) account which has been withdrawn from AGENCY’s Settlement Account (defined below).

Debit Entry. “Debit Entry” means an ACH/EFT Transaction that is intended to withdraw funds from a Receiver’s account for deposit into AGENCY’s Settlement Account (defined below).

Laws. “Laws” means all international, national, regional and local regulations or laws which are applicable to the Services provided herein, including but not limited to federal Regulation E and Title 31 of the Code of Federal Regulations Part 210, Gramm-Leach-Bliley Act, US Bank Secrecy Act (“BSA”), applicable privacy and data security laws, US and local export control laws, including US Foreign Corrupt Practices Act, the Export Administration Act, US Department of Treasury Office of Foreign Assets Control (“OFAC”) and similar restrictions under US law, executive order, regulation or Rule (collectively, “Export Laws”), and Fair Credit Reporting Act and USA Patriot Act.

Merchant. “Merchant” means AGENCY.

NACHA. “NACHA” or “National Automated Clearing House Association” is responsible for establishing, revising and enforcing the Operating Rules for the US ACH Network.

ODFI. “ODFI” or “Originating Depository Financial Institution” means the financial institution that receives ACH Transactions from Merchant through FORTE and then forwards these Transactions (defined below) to the ACH Network.

Originator. “Originator” means the AGENCY who has contracted with FORTE to initiate ACH entries, on its behalf, to the ACH Network.

Payment Network. “Payment Network” means an entity that facilitates and governs payment Transactions, including but not limited to VISA, M/C, Discover, NACHA, CPA and may also be referred to as “Payment Association”.

Payment Network Resources:

VISA Regulations (from VISA website): <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>

MasterCard Rules (from MC website):

<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>

Discover rules (from Discover website):

<http://www.discovernetwork.com/merchants/index.html>

NACHA: www.nacha.org

PCI-DSS. “PCI-DSS” or “Payment Card Industry Data Security Standard” means the system security measures established by the major credit card companies. The PCI-DSS is mandated by the credit card companies but administered by the Payment Card Industry Security Standards Council.

Personally Identifiable Information or PII. “PII” means unencrypted, unredacted, or non-anonymized personally identifiable information regarding a Consumer or non-personally identifiable information regarding a Consumer that has been aggregated, disaggregated or decompiled in a manner that is sufficient to cause a Consumer to be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such Consumer’s physical, physiological, mental, economic, cultural or social identity, including, by way of example, financial account numbers, credit or debit card numbers (with or without access or pin numbers, if collected), personal addresses, IP addresses, identity cards, residency permits, passport numbers, driver’s license numbers and/or other government issued numbers. PII includes “Personal Data” as commonly defined by privacy laws.

RDFI. “RDFI” or “Receiving Depository Financial Institution” means the financial institution that

receives the ACH Transactions from the ODFI through the ACH Network and posts these Transactions to the accounts of Receivers (defined below).

Receiver. “Receiver” means an entity or individual Consumer that has an established account with a card issuer or financial institution upon which a Transaction is or may be acted upon.

Reserve. “Reserve” means a specific amount of money that is held in the AGENCY account to be used by FORTE to offset amounts owed to FORTE for Services provided, such as returned items, chargebacks, fees/fines, billing or other AGENCY obligations to FORTE that FORTE is unable to collect from AGENCY.

Rules. “Rules” means the operational rules, policies and procedures established by each applicable Payment Network to govern all transactions and parties that participate in processing Transactions through the associated Payment Network.

Settlement Account. “Settlement Account” means an account established and maintained by AGENCY with a financial institution through which the following may occur: (a) deposit of funds for Debit Entries, (b) the extractions of funds for Credit Entries, reserve funds or fee obligations unless otherwise agreed to by the Parties.

Settlement Entry. “Settlement Entry” means a Debit or Credit Entry to AGENCY’s Settlement Account which corresponds to the net amount owed AGENCY by FORTE at the end of each Business Banking Day.

Transaction. “Transaction means any transfer of data or information to FORTE in a format pre-approved by FORTE, including but not limited to payment, verification and authentication items.

Users. “Users” mean all individuals who access a FORTE website or utilize any portion of the FORTE Services on behalf of AGENCY directly or through software that accesses the FORTE systems through AGENCY’s systems, by using AGENCY’s access credentials or any other access reasonably presumed to be on behalf of AGENCY.

APPENDIX B
ACCOUNT VERIFICATION AND AUTHENTICATION SERVICES

1. Representation by Agency. Each request for data through the verification and authentication services shall constitute a representation, warranty and certification by AGENCY that the data (i) shall be used and disclosed only in accordance with the terms of the Agreement, and in accordance with any applicable Rules, regulations or Laws; (ii) shall be used solely for the intended use as stated by AGENCY on AGENCY's application and that use is in compliance with the permissible uses under the Fair Credit Reporting Act ("FCRA") as provided in the FCRA Requirements Addendum located at <http://www.forte.net/fair-credit-reporting-act>; (iii) AGENCY will follow proper procedures for adverse action notification to its Constituents, as provided by the FCRA Requirements Addendum; and (iv) AGENCY acknowledges it has implemented security measures to prohibit the unauthorized access to the information provided.

2. Use of Services.

2.1 AGENCY SHALL USE THE VERIFICATION SERVICES ONLY IN CONNECTION WITH PAYMENTS PRESENTED TO AGENCY BY ITS CONSTITUENTS IN EXCHANGE FOR GOODS OR SERVICES. AGENCY SHALL NOT RESELL THE VERIFICATION DATA OR SERVICES TO ANY THIRD PARTIES.

2.2 AGENCY understands and agrees that it cannot decline services to a consumer, Constituent or Customer after receiving an approval result from FORTE on a verification inquiry unless AGENCY is declining based on other grounds and/or information. Further, if AGENCY does decline Services to a FORTE approved consumer, Constituent or Customer based on alternate information, AGENCY shall not provide FORTE's contact information as recourse for the consumer, Constituent or Customer to pursue a dispute of the result under FCRA Adverse Action requirements.

2.3 AGENCY shall provide to FORTE, as part of a verification inquiry, the accurate amount for each Transaction AGENCY wants to verify.

3. Retention of Data. AGENCY acknowledges and agrees that it shall not retain, store, compile or aggregate the results of verification or authentication inquiries received from FORTE except as required by applicable Law or to perform its obligations under this Agreement.

4. AGENCY acknowledges and agrees, on behalf of itself and its Constituents, that all information submitted by AGENCY to FORTE in order for FORTE to provide the Services to AGENCY or otherwise contributed by AGENCY pursuant to these Services (including Transaction results) is held in FORTE's database, and may be used by FORTE for the purpose of providing the Services to its Customers in compliance with all applicable Laws and Rules, including in accordance with the federal Fair Credit Reporting Act ("FCRA"). Further, FORTE may track, review, compile, store and use any information or data received from AGENCY as part of a Transaction or information or data received from a Payment Association or financial institution regarding a Transaction for regulatory compliance or any other legally permissible purpose. Without limiting the foregoing, AGENCY agrees and acknowledges that FORTE (and/or certain of its Affiliates) may use the routing numbers, account numbers and other PII submitted by AGENCY as well as Transaction results provided to or received by FORTE for the purpose of supporting FORTE's (or certain of its Affiliates) fraud detection, account validation and verification, and/or other commercially available services.

APPENDIX C
ACCOUNT UPDATER SERVICES

1. **Description of Services.** Participating Visa/MasterCard issuers submit the account changes to FORTE's Account Updater database. On a monthly basis, FORTE will compare all of AGENCY's recurring tokenized Transactions against the Account Updater database. FORTE will then update the tokenized card information on file with updated account information.

2. **Agency Requirements for Account Updater Participation.**
 - a. AGENCY must be properly established and registered in the United States.
 - b. AGENCY must not have been disqualified from participating in the Visa, MasterCard, or Discover programs.
 - c. AGENCY must be in compliance with all Card Association Operating Regulations.
 - d. AGENCY must submit inquiries only for those accounts with which it has an ongoing Customer relationship and Customer's authority to submit such payments.
 - e. AGENCY may not request Authorization on accounts that have been returned "Contact Cardholder" or "Closed."
 - f. AGENCY must not submit inquiries on behalf of any other entity.
 - g. AGENCY assumes all risk associated with the use of the Account Updater Service. FORTE shall have no liability whatsoever to AGENCY for any liability associated with the Account Updater Service, including but not limited to the accuracy or completeness of the information provided via the Account Updater Service.

APPENDIX D AMERICAN EXPRESS CARD ACCEPTANCE

1. Merchant hereby acknowledges and agrees that for purposes of acceptance of American Express, the American Express Merchant Operating Guide and any amendments thereto (the “Operating Guide”) is hereby incorporated by reference into this Agreement and can be found at www.americanexpress.com/merchantopguide.

All capitalized terms found in this section shall have the attributed meaning from the Operating Guide.

2. Merchant hereby acknowledges and agrees that it is not a party to any agreement between FORTE and American Express.

3. Merchant hereby authorizes FORTE and/or Acquirer to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant. Merchant must accept the American Express card as payment for goods and services (other than those goods and services prohibited under the Operating Guide) sold, or (if applicable) for charitable contributions made, at all of its establishments, except as expressly permitted by applicable Law. Merchant is jointly and severally liable for the obligations of Merchant’s establishments under the Agreement. For the avoidance of doubt, “cardholder” as used in this Agreement shall include Cardmembers as defined in the Operating Guide.

4. Merchant hereby acknowledges and agrees that (i) FORTE or Acquirer may disclose American Express Transaction Data (which for purposes of this section shall have the same definition as “Transaction Data” in the Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes, and (iii) American Express may use the information obtained in this application at the time of setup to screen and/or monitor Merchant in connection with American Express Card (the “Card”) marketing and administrative purposes. If Merchant has provided a wireless phone number in connection with this Agreement, Merchant hereby agrees that it may be contacted at that number and the communications sent may include autodialed text messages or automated prerecorded calls. If Merchant has provided a fax number, Merchant hereby agrees that it may be sent fax communications. To opt out of American Express-related marketing communications, Merchant may contact FORTE customer service as described in this Agreement. For purposes of this section, “Merchant Data” means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant. For clarification, Merchant Data does not include American Express Transaction Data.

5. Merchant will adhere to the following website information display guidelines in the event Merchant has a website and/or operates an e-commerce business. Merchant’s website must display the following:

- An accurate description of the goods/services offered, including the currency type for the Transaction (e.g., U.S. Dollars). Note: Transaction currency must be in U.S. Dollars.
- Merchant's physical address in the U.S.
- An email address or telephone number for customer service disputes.
- Return/refund policy.
- A description of Merchant's delivery policy (e.g., no overnight delivery).
- A description of Merchant's security practices (e.g., information highlighting security practices Merchant uses to secure Transactions on its systems, including Transactions conducted on the Internet).
- A statement of known export restrictions, tariffs, and any other regulations.

- A privacy statement regarding the type of personal information collected and how the information is used. Additionally, Merchant must provide to customers the option to decline being included in marketing campaigns or having their personal information included on lists sold to third parties.

6. Merchant hereby agrees that, in the event that Merchant becomes a High Charge Volume Merchant (as defined below), Merchant will be converted from the American Express Program to a direct American Express Card acceptance relationship with American Express, and upon such conversion, (i) Merchant will be bound by American Express' then-current card acceptance agreement, and (ii) American Express will set pricing and other fees payable by Merchant for American Express Card acceptance. "High Charge Volume Merchant" for purposes of this section means an American Express Program Merchant with either (i) greater than \$1,000,000 in American Express charge volume in a rolling twelve (12) month period or (ii) greater than \$100,000 in American Express charge volume in any three (3) consecutive months. For clarification, if Merchant has multiple establishments, the American Express charge volume from all establishments shall be summed together when determining whether Merchant has exceeded the thresholds above.

7. Except as expressly permitted by applicable Law, Merchant must not: (a) indicate or imply that Merchant prefers, directly or indirectly, any Other Payment Products over the Card, (b) try to dissuade Cardmembers from using the Card, (c) criticize or mischaracterize the Card or any of American Express' services or programs, (d) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check), (e) impose any restrictions, conditions, disadvantages, or fees when the Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, cash or check, (f) suggest or require Cardmembers to waive their right to dispute any Transaction, (g) engage in activities that harm American Express' business or the American Express Brand (or both), (h) promote any Other Payment Products (except, if applicable, Merchant's own private label card that it issues for use solely at its Establishments) more actively than Merchant promotes the Card, or (i) convert the currency of the original sale Transaction to another currency when requesting Authorization or submitting Transactions (or both).

8. Merchant may offer discounts or in-kind incentives from its regular prices for payments in cash, ACH funds transfer, check, debit card, or credit/charge card, provided that (to the extent required by applicable Law): (i) Merchant clearly and conspicuously discloses the terms of the discount or in-kind incentive to its customers, (ii) the discount or in-kind incentive is offered to all of Merchant's prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the Issuer or, except as expressly permitted by applicable state statute, payment card network (e.g., Visa, MasterCard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this paragraph will not constitute a violation of the provisions set forth Section 3.2 of the Operating Guide.

9. Whenever payment methods are communicated to customers, or when customers ask what payments are accepted, Merchant must indicate its acceptance of the Card and display American Express' Marks (including any Card application forms provided to Merchant) as prominently and in the same manner as any Other Payment Products. Merchant must not use American Express' Marks in any way that injures or diminishes the goodwill associated with the American Express Mark, nor in any way (without American Express' prior written consent) indicate that American Express endorses Merchant's goods or services. Merchant shall use the American Express brand and marks in accordance with the requirements set forth in the Operating Guide and shall remove the American Express brand and marks from Merchant's website and wherever else they are displayed upon termination Merchant's acceptance of American Express cards.

10. Any and all Cardmember Information is confidential and the sole property of the Issuer, American

Express or its Affiliates. Except as otherwise specified, Merchant must not disclose Cardmember Information, nor use nor store it, other than to facilitate Transactions in accordance with this Agreement. For more information, refer to the Operating Guide, Section 4.2, "Completing a Transaction at the Point of Sale" and Chapter 8, "Protecting Cardmember Information".

11. Merchant shall not assign to any third party any American Express-related payments due to it under this Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its establishments (as defined below) and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express transaction receivables to FORTE, its affiliated entities and/or any other cash advance funding source that partners with FORTE or its affiliated entities, without consent of American Express.

12. Merchant hereby agrees that American Express shall have third party beneficiary rights, but not obligations, to enforce this Agreement as against Merchant to the extent applicable to American Express processing. Merchant understands and agrees that it shall have no third party beneficiary rights under any agreement between FORTE and American Express and/or Acquirer. Merchant shall maintain refund policies for purchases on the American Express card that are at least as favorable as its refund policy for purchases on any other payment product. Merchant will disclose any such refund policy to Cardmembers at the time of purchase and in compliance with the Operating Guide and all applicable Laws. Merchant's termination of American Express Card acceptance shall have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, Merchant may contact FORTE customer service as described in this Agreement.

13. Without limiting any other rights provided herein, FORTE and/or Acquirer shall have the right to immediately terminate Merchant's acceptance of American Express cards upon request of American Express. Merchant may not bill or collect from any Cardmember for any purchase or payment on the Card unless a chargeback has been exercised, Merchant has fully paid for such charge, and it otherwise has the right to do so. Merchant will comply with all procedural requirements relating to chargebacks, as provided in the Operating Guide, Chapter 11.

14. American Express Liability. SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

APPENDIX E INFORMATION SECURITY REQUIREMENTS

1. Acknowledgment of Information Security Requirements. FORTE acknowledges and agrees to have a “Security Program” that is compliant with all legal and industry mandated information security requirements applicable to its duties and obligations specified under this Agreement.
2. Compliance with Laws and Industry Standards. FORTE agrees to abide by all Laws, Rules and industry-mandated information security standards applicable to its duties and obligations related to information security for Services provided by FORTE to AGENCY under this Agreement.
3. Definitions.
 - a. Consumer Information. “Consumer Information” means collectively PII and Source Data, as defined below.
 - b. Source Data. “Source Data” means data provided by AGENCY relating to AGENCY’s account activity or other information collected from the AGENCY in order to process a transaction on a AGENCY’s behalf or otherwise necessary for a AGENCY’s use of Forte’s products and services, whether in individual or aggregate form. Source Data may include PII but is not limited to PII. Source Data is and shall remain the property of a AGENCY and /or its Consumer customer. To the extent that ISV or FORTE have access to or collects such Source Data, each agrees that it does so solely on behalf of the AGENCY and the AGENCY’s Consumer customers pursuant to the obligations hereunder and shall maintain the confidentiality of such Source Data and shall treat it in accordance with applicable Law.
4. Security Obligations.
 - a. FORTE hereby acknowledges that AGENCY has a responsibility under the law to keep PII (as defined in Appendix A) private and confidential, and as a result of any PII received by FORTE in the performance of this Agreement, FORTE shall have the same responsibility. FORTE also acknowledges that the PII to which it will have access pursuant to this Agreement (if any), that FORTE shall gain possession of any ownership or other proprietary rights with respect to such PII. FORTE acknowledges and understands that PII may be subject to applicable local, state and federal Rules and Laws and applicable information industry standards; provided however, to the extent that AGENCY informs FORTE of a local law expanding the definition of PII in Appendix A, FORTE shall only be required to use commercially reasonable efforts to comply with such expanded local requirements.
 - b. Consumer Information that is collected or obtained from AGENCY pursuant to this Agreement shall be stored and maintained by FORTE in a secure environment and transmitted by FORTE in a secure form that meets industry-mandated data security standards. Although FORTE will protect and safeguard PII in a manner that meets industry-mandated data security standards, the parties agree that there may be some instances in which PII or certain PII data elements are protected in a more secure manner than other data (e.g., encryption).
5. Rights to Use and Access. AGENCY hereby grants to FORTE a non-exclusive right to use all of AGENCY’s Source Data including PII provided by AGENCY’s customers, necessary to perform the Services under this Agreement. FORTE shall limit the use and access to AGENCY’s Source Data to uses pursuant to the terms of the Agreement and to FORTE’s bona fide employees or independent consultants, contractors or auditors and required governmental agencies, who have a need to know such information

and who agree to comply with use and non-disclosure restrictions similar to those contained within this Agreement.

6. Security of Consumer Information. Each Party shall implement and maintain a Security Program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Consumer Information within its systems; (ii) protect against any anticipated threats or hazards to the security or integrity of Consumer Information within its systems; and (iii) protect against unauthorized access to or use of Consumer Information stored on its systems; and (iv) dispose of Consumer Information in a secure manner per applicable Rules and Laws.
 - a. In order to comply with safeguard obligations generally described in the preceding paragraph, each Party shall (1) designate an employee or employees to coordinate its Security Program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Consumer Information located on its systems that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission and disposal; and (iii) detecting, preventing and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for FORTE systems and networks that will allow tracking and analysis in the event there is a compromise of its systems, and maintain an audit trail history for at least three (3) months for review by AGENCY upon reasonable request; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Consumer Information.
7. Disclosures. Neither Party shall have an obligation to maintain the confidentiality of any Consumer Information which: (i) has been received by it from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the receiving party; or (ii) is independently developed by it without reference to any Consumer Information. If required by any court of competent jurisdiction or other governmental authority, each Party may disclose to such authority, data, information or materials involving or pertaining to Consumer Information to the extent required by such order or authority. FORTE shall, if not otherwise prohibited, give the other Party as much advance notice of the possibility of such disclosure as is practical so that it may, at its own expense, attempt to stop such disclosure or obtain a protective order concerning such disclosure.
8. Breach Notification. In the event of an actual or validated breach of security of a Party's system, website, database, equipment or storage medium or facility that results in unauthorized access to Consumer Information on a Party's system by any third party (including any consultant or subcontractor of the Party that is not authorized to access such information), the Party that experienced the breach shall notify the other Party within a commercially reasonable time after taking any appropriate measures necessary to prevent further access, and shall take commercially reasonable efforts to resecure its systems as soon as possible. The Party that experienced the breach shall provide any information that the other Party reasonably requests pertaining to the incident, unless prohibited from doing so by applicable Rule or Law and shall provide reasonable cooperation to investigate any such incident. In addition, in the event of an actual or validated breach of security to a Party's system regarding PCI data related to AGENCY's account with FORTE, the Party that experienced the breach shall, to the extent reasonably practicable, cooperate with the investigative actions of the appropriate forensic unit and/or law enforcement agency and agrees to provide the other Party with a copy of the final Incident Report, if any, upon request.

9. FORTE's Annual Validation of Adherence to Security Standards. FORTE and AGENCY agree to utilize existing FORTE assessment reports and Certifications (SSAE report and PCI Certification), to validate FORTE's compliance with the Information Security Requirements set forth in this Appendix E.
 - a. FORTE shall maintain all records pertaining to the Services as required by applicable Rule or Law
 - b. FORTE shall provide at its expense, upon AGENCY's written request on no more than an annual basis, its most current independent, SSAE report (third party service organization report). An SSAE report for purposes of this Agreement is defined as a specialized report or reports of controls, generally accepted in the industry, in the areas of financial reporting and general information technology controls for the services provided by a hosted solutions provider, managed services provider, service organization, service bureau or other similarly structured provider of software and hardware solutions. FORTE shall select the type of SSAE report that will be provided based upon the relationship between the parties and the products and services provided by FORTE. In the event AGENCY wishes to receive a type of SSAE report not currently provided by FORTE, AGENCY shall provide no less than eighteen (18) months prior written notice to FORTE and FORTE in its sole discretion shall determine whether it will provide the additional type of SSAE report to AGENCY. FORTE will provide a copy of the most current report prepared; provided that AGENCY shall accept and agree to any conditions imposed by the independent audit firm for access to such report. FORTE will use good faith efforts to assist in resolving any issues that may arise between AGENCY and any independent auditor firm regarding the viewing of the SSAE report. AGENCY may not distribute or provide FORTE's SSAE report to third parties without FORTE's prior written consent.
 - c. FORTE is PCI DSS certified and undergoes an annual audit in order to maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website.
 - d. AGENCY and its auditors will maintain the confidentiality of FORTE's procedures and processes, which FORTE describes as confidential, and which are disclosed as a result of any review or audit. FORTE agrees that any material failure, as defined by AGENCY in its reasonable discretion, to cooperate fully and promptly in the conduct of any audit requested pursuant to this paragraph will constitute grounds for AGENCY to immediately terminate the Agreement and cease receiving Services from FORTE; provided, however, AGENCY shall provide FORTE with written notice of such material failure to cooperate and FORTE shall have thirty (30) days opportunity to cure. Such termination shall be [AGENCY/Agency]'s sole and exclusive remedy for any such failure to cooperate.
10. Network and Application Scans. FORTE shall perform network and application security scans that test the FORTE's systems for (i) security vulnerabilities, (ii) denial of service vulnerabilities and (iii) system access. FORTE will have processes that review and remediate vulnerabilities.

**SCHEDULE 1
PRICING FEE SCHEDULE
(City of Lawton, OK)**

1. Service (Convenience) Fee Pricing Option:

- a) **MasterCard, Visa, Discover and American Express cards**
2.95% of the payment amount with a minimum fee of \$2.20 based upon volume.
- b) **Electronic Check – Online WEB Payments**
(Includes Forte Verification for known accounts)

eCheck Transaction Tiers	Fees	Frequency
\$0.00 to \$50,000.00	\$2.00 w/Verification	Per Transaction
\$50,000.01 to \$75,000.00	\$3.00 w/Verification	Per Transaction
\$75,000.01 to \$100,000.00	\$6.00 w/Verification	Per Transaction
\$100,000.01 to \$150,000.00	\$10.00 w/Verification	Per Transaction
\$150,000.01 + \$250,000.00	\$15.00 w/Verification	Per Transaction

2. Equipment Pricing:

Standard Product	Description	Fees and Cost of Equipment
VeriFone V400c Terminal (Hybrid with cables)		U\$450.00 per terminal plus shipping



City of Lawton

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

Commentary

File #: 25-0140

Agenda Date: 3/11/2025

Agenda No: 11.

ITEM TITLE:

Consider approving a professional services contract to allow Freese and Nichols to perform construction management services on the Rogers Lane lighting project (EN2307A).

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: Initial project was approved on Agenda item 24-2182. With timelines for this contract in place and looking at current staffing and projects underway, the management of this project will need to be contracted.

EXHIBIT: Contract Document

KEY ISSUES: N/A

FUNDING SOURCE: Oklahoma Department of Commerce Grant, 4350000-53020, current balance \$1,960,900.00, Estimated cost: \$66,200

STAFF RECOMMENDED COUNCIL ACTION: Approve a professional services contract to allow Freese and Nichols to perform construction management services on the Rogers Lane lighting project (EN2307A).



PROFESSIONAL SERVICES AGREEMENT
CONTRACT CHANGE AUTHORIZATION FORM
AMENDMENT #1

City of Lawton, Oklahoma
212 SW 9th Street
Lawton, Oklahoma 73501
Attn: Michael Watrous
Public Works Director

FNI PROJECT NO. LAW25005

CLIENT CONTRACT REFERENCE EN2307

DATE: 2/13/2025

Project Name: EN2307 - Rogers Lane: From Fort Sill Blvd. through I-44 Interchange Traffic Lighting Project
(Amendment #1 – Task 2 Construction Services)

Description of Services: This amendment modifies and/or adds services as defined in the attached Exhibit “B” – Amend #1.

Amended Deliverables: This amendment makes no modifications to deliverables defined in the original contract.

Amended Schedule: The schedule will not be affected by the additional services as defined in Exhibit “B” – Amend #1.

Compensation shall be amended as follows:

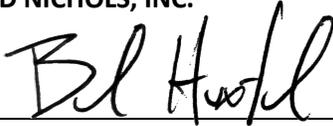
Task 2 – Construction Services (hourly): \$66,200

Current Contract Amount:	\$39,100.00
Amount of this Amendment:	\$66,200.00
Revised Total Amount Authorized:	\$105,300.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF LAWTON, OKLAHOMA

BY: 

BY: _____

BRANDON HUXFORD

Print Name

Print Name

TITLE: VICE PRESIDENT

TITLE: _____

DATE: 2/13/2025

DATE: _____

EXHIBIT “B” – Amend #1

EN2307

Rogers Lane: From Fort Sill Blvd. through I-44 Interchange Traffic Lighting Project

SCOPE OF SERVICES

TASK 2 - CONSTRUCTION SERVICES

Upon completion of the bid or negotiation phase services, the ENGINEER will proceed with the performance of construction phase services as described below. The ENGINEER will endeavor to protect Owner in providing these services however, it is understood that the ENGINEER does not guarantee the Contractor’s performance, nor is the ENGINEER responsible for supervision of the Contractor’s operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Attendance at pertinent meetings such as, but not limited to Pre-Work Conference and Final Inspection (assumed 2 meetings). Additional meetings can be added at the OWNER’s request through supplemental.
2. Review contractor’s submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. (assumed 20 submittals).
3. Review contractor’s monthly pay applications (assumed 14 total).
4. Assist in preparation and approval of change orders for weather days, field revisions and other changes (assumed 8 total).
5. Make visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort the ENGINEER will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Assumed 1 visit per week (12 site visits total). OWNER to perform Daily Inspection and all materials sampling and/or testing required.
6. Assist the OWNER in receiving and evaluating notices of contractor claims and make recommendations to the OWNER on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation.



City of Lawton

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

Commentary

File #: 25-0130

Agenda Date: 2/25/2025

Agenda No: 12.

ITEM TITLE:

Consider extending contract (CL23-012) Litter & Debris Abatement with T&M Solutions, LLC of Duncan, OK.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Jason Mansel, Solid Waste Superintendent

BACKGROUND: The contract (CL23-012) Litter & Debris Abatement is currently in effect until March 31 2025. The vendor has agreed to the contract extension with the same terms, conditions, and prices currently in effect. The recommendation has been received from the Public Works Department that the contract be extended for an additional and final year with the contract concluding March 31, 2026. The vendor has satisfactorily fulfilled the terms and conditions of the current contract.

EXHIBIT: Department Recommendation, Vendor Extension Form, Original Contract.

KEY ISSUES: Does City Council wish to extend the contract (CL23-012) Litter & Debris Abatement with T&M Solutions, LLC of Duncan, OK?

FUNDING SOURCE: Litter Abatement GL Fund: 4350000-52025. Funded by landfill customer gate fee. Estimated yearly cost is \$102,336.00

STAFF RECOMMENDED COUNCIL ACTION: Extend contract (CL23-012) Litter & Debris Abatement with T&M Solutions, LLC of Duncan, OK.



Solid Waste Collection Division

*City Hall
212 SW 9th Street
Lawton, Oklahoma 73505
Phone 580-581-3428
Fax 580-354-0196*

To: Colbie Garrett
From: Michael Watrous, Public Works Director
Subject: Contract Extension for T&M Solutions
Date: 21 Jan 2025

The Public Works Department, Solid Waste Division, would like to extend the contract with T&M Solutions (CL23-012) to provide Litter and Debris Abatement. This contract is still a valid contract, and the service is still required. This should extend the contract for one additional year to March 31st, 2026.

A handwritten signature in blue ink, appearing to read "Michael Watrous", is positioned above the typed name.

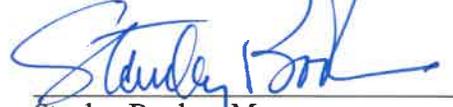
Michael Watrous
Public Works Director, City of Lawton

Contract: CL23-012
Vendor(s): T&M Solutions, LLC

CITY APPROVAL

Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 14th day of March, 20 23.

The City of Lawton, Oklahoma
a Municipal Corporation


Stanley Booker, Mayor

ATTEST:


Traci Hushbeck, City Clerk

LEGAL REVIEW

APPROVED, as to form and legality on behalf of the City of Lawton on the 14th
day of March, 20 23.


City Attorney



City of Lawton

Public Works Department

Administration Office
Office: (580) 581-3410
Fax: (580) 581-3421

Mailing Address - 212 Southwest 9th Street
Shipping Address - 2202 Southwest 3rd St
Lawton, Oklahoma 73501

MEMORANDUM

TO: Justine Guevara, Accountant/Buyer
FROM: Larry Wolcott, P.E., Public Works Director
RE: CL23-012 Litter & Debris Abatement Contract Bid Recommendation
DATE: February 24, 2023

Contract Name: Litter & Debris Abatement

Contract Number: CL23-012

Bids have been reviewed for CL23-012 and recommendation is to award to T&M Sollutions LLC of Duncan, OK with a bid of \$61.50 per hour. This was the lowest bid and meets specifications.

If you have any questions, please let me know.

MISSION STATEMENT

To provide efficient, effective and responsive customer oriented service delivery.
To promote a quality of life based on harmony and cooperation.
To provide leadership and opportunity for Southwest Oklahoma

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: justine.quevara@lawtonok.gov QUESTIONS REGARDING BID: www.bidsync.com/bidsync-cas/	
Date Bid Typed: January 25, 2023	Dates Bid Advertised: January 31, 2023	No Bids Received After: February 21, 2023 2:00pm	
Contract Number and Title: CL23-012 Litter & Debris Abatement		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: T+M Solutions LLC		Reason for No Bid: _____	
Mailing Address: P.O. Box 874		Terms: Due on Receipt - Net 30 days	
City: DUNCAN State: OK Zip: 73534	Delivery: Our Truck		
Area Code and Phone Number: 580-467-8420	Email Address: tom@hot-line llc.com		
Federal Employer Identification Number or Social Security Number 82-1786209			

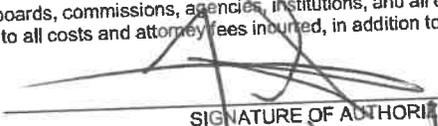
THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF OKLAHOMA COUNTY OF COMANCHE

Tom Milan 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: T+M Solutions LLC
 Address: P.O. Box 874
DUNCAN OK 73534
 (City, State, Zip)
 Phone: 580-467-8420

SIGNATURE OF AUTHORIZED AGENT

Tom Milan OWNER
 PRINT/TYPE NAME/TITLE
 Subscribed & sworn before me this 2nd day of February, 2023.
Jennene R. Bullock
 My Commission expires: April 11, 2026
 Notary Public

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11

JENNENE R BULLOCK
 Notary Public - State of Oklahoma
 Commission Number 22005045
 My Commission Expires Apr 11, 2026

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.

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 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

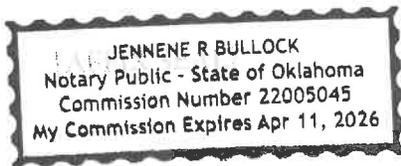
shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder/vendor agrees to post in a conspicuous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

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.



J&M Solutions LLC for Milan
Business Name / Contractor Name

[Signature]
Signed
Print: Tom Milan

Attested to before me this 21st day of February 2023.

Jennene R. Bullock
Notary Public

My Commission Expires April 11 2026

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 SPECIFICATION

SPECIFICATION NUMBER: S-300

SPECIFICATION TITLE Litter and Debris Abatement

APPROVAL DATE: 11/11/2021

INTENT

1. To improve aesthetics and environmental quality within the City of Lawton, it is necessary to collect and properly dispose of litter and debris that has been scattered or illegally dumped. The City will contract with One (1) private firm to provide the services necessary for this litter and debris abatement under this specification title. This specification presents the scope of work and requirements for the contract to provide this litter and debris abatement.

DEFINITIONS

2. The words, terms or phrases used in this specification title shall have the same meaning of the like words, terms or phrases as defined and used in Chapter 15, 16 and 22, Lawton City Code. Without limitation, some of the words, terms or phrases as defined and used therein include: "cleaning", "limb", "junk", "private property", "trash", "litter", "refuse", and "bulky waste". In addition, the following terms as used herein shall have the meaning ascribed:

City: The City of Lawton, Oklahoma

Contract: The written agreement made and entered into by and between the City and the Contractor to provide the services for litter and debris abatement pursuant to this specification

Contractor: Any private firm awarded a Contract

Department: The City of Lawton, Public Works Department, Solid Waste Division

City Official: Solid Waste Superintendent

3. In addition, all of these words, terms or phrases referenced in this paragraph, or pronouns used in their stead, shall have their indicated meanings wherever used in any related document or instrument, to include without limitation: any Contract awarded under these specifications; any advertisement made for awarding such a Contract; or in any document or instrument used by the City to facilitate the administration or awarding of such a Contract.

TERM AND EXTENSIONS

4. The Contract will have an initial term that ends _____; provided, for administrative purposes, the City Official may establish initial term of less than one year for a given Contract by setting an early termination date. The City, at its sole option may allow up to two (2) contract extensions of one year each.

BIDDING AND CONTRACT AWARDS BID SCHEDULE

5. The City will award up to One (1) Contract pursuant to this specification title. The City will solicit bids from private firms by following the competitive bidding procedure in Lawton City Code. The City will award the Contracts to the lowest responsive bidders.

6. The City Official will hold a mandatory pre-bid conference on @ 2:00 p.m. in the 2nd Floor Conference Room, City Hall, 212 SW 9th Street, Lawton, Oklahoma.

7. When submitting a bid, bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour. A successful bidder must, within seven (7) days from the award, execute and deliver to the City Official the Contract, all bonds, all proofs of insurance and all other such documents related to the Contract as may be required. Should a bidder fail to do so, the City may, in its sole discretion, disqualify the bid and select a substitute Contractor with the next lowest responsive bid.

SCOPE OF WORK

8. The Contract made pursuant to this specification title will require Contractors to collect and remove certain material (refuse, junk, trash, litter, limbs, bulky waste, debris, etc.) from city-owned property, public right-of-way, or private property. The geographic area under all Contracts will be the municipal corporate limits of the City of Lawton in its entirety. The location and size of the work area and the scope and type of the services to be provided by the Contractor will be described in a written work order issued by the City Official.

9. The City estimates that it may issue up to 52 reoccurring work orders for 11th Street and an additional 100 work orders for various locations annually. The City Official will determine all work order requirements and the frequency of issuing work orders based on the City Official's determination for the need to abate litter or debris at a particular location and based on available funding. The City makes no guarantee as to the number of work orders that the City Official will issue during the contract term.

10. The reoccurring work orders would consist of removing litter and debris along 11th Street from I-44 overpass to Baseline Road within the West Bound and East Bound Right-of-way. The reoccurring work orders are anticipated to be issued weekly on Wednesday for an eight (8) hour work period. Various locations work orders would be to remove litter and debris anywhere within

the corporate boundary. The various locations work orders could be issued any day of the week (Monday through Friday) for a minimum of a two (2) hour work period.

11. The Contractor shall be available to the City to provide the services necessary for litter abatement under the Contract Monday through Friday; provided, this requirement shall exclude the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. The Contractor may determine the schedule for fulfilling the work order (within the parameters of this specification title), provided the work is performed during daylight hours at times when the peace and privacy of neighboring property occupants will not be disturbed.

12. The contractor who submits the lowest bid will be issued work orders. All work described in the work order must be completed within five (5) working days after the Contractor receives the work order from the City Official. Should the Contractor fail to complete the work within the time required (unexpected weather delays and holidays excepted), the City Official may withdraw the work order. In such case, the Contractor shall receive no payment for any work performed. In the event that the contractor submits an invoice for completed work and payment, and the work is found to be unsatisfactory to the City Official, and the original five (5) working days have expired, the contractor will be given two (2) additional business days to correct the unsatisfactory work. No new work will be given until reissued work orders are corrected.

13. Each Contractor will provide the following type of service: removal of litter, debris, junk, refuse, bulky waste, trash, rubble, tree trunks, logs and limbs, or other materials at locations directed by the City Official. The contractor will be required to collect large debris items individually weighing up to 400 pounds. All collected litter, trash, etc., unless individually larger than a 33-gallon trash bag, shall be placed in bags with the bags securely tied closed.

14. A Contractor shall not begin work prior to receiving a written work order from the City Official. The City will not pay for work performed prior to the City Official issuing a written work order to a Contractor for a specific location. The City will pay only for the scope of work described on the written work order.

15. The Contractor shall be responsible for prompt removal and disposal of all materials at an approved location. The Contractor shall bear all the costs, to include collection materials, and disposal fees, for the removal, proper transport, and disposal of all materials. All loads shall be secured and covered with tarps in accordance with Lawton City Code while being transported. If the Contractor disposes of materials at the City's Landfill, there shall be no charge or application of any Landfill fees; only for the materials specifically covered under this specification. The Contractor should figure this additional cost into the firm's bid under these specifications. The Contractor shall maintain copies of all dumping and disposal tickets for one (1) year after contract termination and shall make these readily available for inspection by the City.

16. The Contractor shall supply, and bear all the costs related to, all labor, equipment, tools, traffic control devices, materials and supplies needed to complete the work order and shall supply and bear all the costs related to transportation to and from the job sites for its workers and equipment. The Contractor should figure these costs into the firm's bid under these specifications.

17. The Contractor shall photograph the work area immediately before and after the work is performed. The Contractor must submit the photographs, with date of work performed and location together with each invoice for services rendered together with a copy of the associated work order. Photography costs are the responsibility of the Contractor and should be calculated into the bid. Digital photographs are preferred. The before and after photographs shall be taken from the same location and must document the areas where litter collection occurred. The photographs shall also clearly document all material removed from the location. Failure to follow these photograph provisions may result in non-payment for the work completed.

PAYMENT AND INSPECTION

18. Upon completion of the work ordered, the Contractor shall provide the City Official with a written invoice together with a completed copy of the work order and the required photographs. Payment for work pursuant to a work order shall be conditioned upon the Contractor's satisfactory performance and compliance with the terms and requirements of the Contract. No payment shall be made until the work is inspected and approved by the City Official. Upon completion of the work, the Contractor must notify the City Official and request an inspection. Failure to request an inspection may delay payment or may result in the City making no payment if the City Official in good faith cannot verify that the work was satisfactorily completed because of the Contractor's delay in making a request for inspection.

GENERAL REQUIREMENTS

19. **Independent Contractor.** The Contractor shall be an independent contractor of the City with regard to performing and preparing to perform the services specified in the Contract. Contractor agrees to conduct itself in a manner consistent with such status. The Contractor further agrees that the Contractor, its officials, principals, agents and employees will neither hold themselves out as, nor claim to be, an official, agent or employee of the City by reason of the Contract. The Contractor, its officials, principals, agents and employees shall make no claim, demand or application for any right or privilege applicable to an official, agent or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

20. **Capability.** The Contractor must demonstrate that it has the resources and ability to field at least one, two-man crew to ensure the work is completed in accordance with the terms of the contract. The City will make the determination as to the Contractor's resources and ability

21. **Indemnification.** Contractor and/or its insurer shall forever release, defend, indemnify and hold the City and its officers, employees, agents and representatives harmless from and against, and will solely and exclusively bear and pay, any and all claims, suits, liabilities, losses, penalties and damages and the associated costs and expenses (including reasonable attorneys' fees, experts' fees and costs of investigation), arising from or relating to (a) the bodily injury to or death of any person or damage to real and/or tangible personal property caused by any willful or negligent act or omission of the Contractor or its employees, officers, agents, or representatives; (b) gross

negligence or willful misconduct in any act, error, or omission by the Contractor or its employees, officers, agents or representatives in the performance of this Agreement. So much of the money due the Contractor under and by virtue of this Contract at the time a claim is made or a suit or action instituted may be retained and held by the City as indemnity bond. Such amount shall be forfeited in the event Contractor and/or its insurer fails to immediately fulfill its obligations as set forth in this paragraph.

22. Insurance. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under these specifications, and such insurance has been approved by the Department. The Contractor shall not allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been obtained and approved. Any sub-contractor employed or contracted by the Contractor shall have the same insurance requirements as the Contractor and shall provide to the City all required evidence of this insurance.

A. The Contractor shall maintain, during the life of this Contract, Workers' Compensation insurance as prescribed by the laws of the State of Oklahoma.

B. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as well as protect himself from claims for damages for bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under the Contract, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

i. Comprehensive General/Public Liability Insurance including, but not limited to, products liability:

- | | |
|---|-------------|
| 1. Bodily injury - each person | \$ 125,000 |
| 2. Property damage - each person | \$ 25,000 |
| 3. Aggregate, Bodily injury and property damage | \$1,000,000 |

ii. Comprehensive Automobile Liability Insurance with the minimum liability as set out for Comprehensive General/Public Liability Insurance.

C. The policies of insurance required by this paragraph 22 shall be carried by insurance companies or indemnity carriers authorized to do business in the State of Oklahoma. The Contractor shall furnish certificates evidencing such insurance. The Contractor shall not allow the policies of insurance required by this paragraph to lapse during any term of the Contract. The Contractor shall not alter these policies' coverage nor change insurance companies or indemnity carriers without giving the City thirty (30) days prior written notice.

23. No Discrimination. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, qualifying disability or national origin, against any employee or applicant for employment with such Contractor in any matter involving

employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, or selection for training or apprenticeship. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination certifying same to the City.

24. Sub-contracting. The Contractor shall not employ any sub-contractor on the work, or any portion of the work, without the prior written consent of the City.

25. Legal Compliance. The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the Contract. The contract shall be governed, construed and enforced in accordance with the laws of the State of Oklahoma, and venue for any action will be in Comanche County, Oklahoma.

26. Termination for Convenience. The Contractor shall, at all times, satisfactorily perform all work obligations, terms, and conditions required under the Contract. The City may terminate any Contract made pursuant to this specification title, whether for cause or for no cause, upon ten (10) days written notice to the Contractor. During any time that a recommendation for termination a Contract is pending, the City Official in his or her discretion may suspend issuing work orders to the Contractor.

27. Time of the Essence. The Contractor shall provide all services provided under the Contract in a prompt and timely manner. Time is of the essence with respect to the Contractor's performance under the Contract.

CL23-012

Bid Title: Litter and Debris Abatement

DEPARTMENT/DIVISION: Public Works/Solid Waste Division

Vendor Name: T & M Solutions
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid

(THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID)

Bidders must submit bid prices based on an hourly rate. The City will calculate payment under the Contract based on a minimum bid of one (1) for the first hour or part thereof and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.

PRICE PER HOUR: \$ 61.⁵⁰ per man hour Sixty One Dollars & ⁵⁰/₁₀₀

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. WARRANTY: N/A

If there are any questions pertaining to the attached specifications, please contact Jason Mansel, Solid Waste Division, at 580-581-3428 or Jason.mansel@lawtonok.gov.

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

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

ABSTRACT OF BIDS

Signature:

Justine Guevara

IFB/RFP Number CL23-012		Page <u>1</u> of <u>1</u>	Bidder Number <u>1</u>	Bidder Number <u>2</u>	Bidder Number <u>3</u>	Bidder Number <u>4</u>					
IFB/RFP Title Litter and Debris Abatement *The collection and proper disposal of litter and debris that has been scattered or illegally dumped. *Bid prices submitted based on an hourly rate. The City will calculate payment based on a minimum bid of one for first hour or part thereof, and by the half hour for any additional time exceeding the first hour, rounding up to the next higher half hour.		Date Opened: February 21, 2023	T&M Solutions, LLC Tom Milam PO Box 874 Duncan, OK 73534 580-467-8420 tom@hot-linellc.com	Hot-Shot Services, LLC Tom Milam PO Box 874 Duncan, OK 73534 580-467-8420 tom@hot-linellc.com	Grays Lawn Care Service and Home Repair Justin Gray 6606 NW Willow Tree Circle Lawton, OK 73505 915-494-1801 justinpalmgray@gmail.com	Teen Challenge of Oklahoma Brian Monroe 19792 NW Cache Rd Cache, OK 73527 580-351-7447 brian.monroe@okteenchallenge.com					
Accountant/Buyer Justine Guevara		Number of ADDENDA Issued None	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A					
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF CERTIFICATE OF INSURANCE ENCLOSED:		As required Yes Yes N/A	As required Yes Yes N/A	As required Yes Yes N/A	As required Yes Yes N/A						
Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1	Services based on hourly rate	1	hr	\$61.50	--	\$62.00	--	\$425.00	--	\$90.00	--

CONTRACT EXTENSION FORM

CONTRACT TITLE: Litter & Debris Abatement
CONTRACT NUMBER: CL23-012

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to **March 31, 2026**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

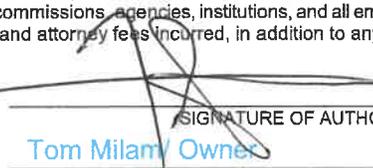
WITNESS the hands of the parties hereto this 05 day of February, 20 25.

AFFIDAVIT:

STATE OF Oklahoma **COUNTY OF** Comanche

I Tom Milam (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension 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 extension of the contract described above. 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 vendor 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: T+M Solutions LLC  SIGNATURE OF AUTHORIZED AGENT

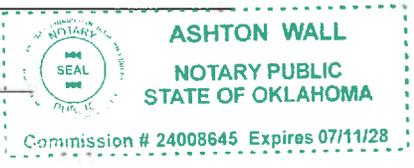
Address: P O Box 874 Tom Milam Owner
PRINT/TITLE NAME/TITLE

Duncan, Oklahoma 73534
(City, State, Zip) Subscribed & sworn before me this 5th day of February, 20 25.

Phone: 580-467-8420 Ashton Wall
Notary Public

My Commission expires: 07/11/28

City of Lawton, Oklahoma
A Municipal Corporation



Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

CITY ATTORNEY



City of Lawton

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

Commentary

File #: 25-0139

Agenda Date: 2/25/2025

Agenda No: 13.

ITEM TITLE:

Consider extending contract CL24-012 Electrical Services at City of Lawton Facilities to Patco Electrical Services of Oklahoma.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The contract CL24-012 Electrical Services is currently in effect. The vendor, Patco Electrical Services has agreed to the contract extension with the same terms, conditions, and prices currently in effect. This service is necessary to effectively and efficiently keep maintenance on the industrial machinery throughout the wastewater treatment plant as well as other machinery in city facilities. The recommendation has been received from the Public Utilities Department that the contract be extended for an additional year. The vendor has satisfactorily fulfilled the terms and conditions of the current contract and the past contract since 2021.

EXHIBIT: Department Recommendation, Vendor Extension Form, Original Contract

KEY ISSUES: Does City Council wish to extend contract CL24-012 Electric Services at the Wastewater Treatment Plant to Patco Electrical Service of Lawton, Oklahoma?

FUNDING SOURCE: Wastewater Treatment Plant Repair and Materials Account (7006508-51020). With the approval of this contract the City of Lawton expects to spend over \$75,000 per fiscal year.

STAFF RECOMMENDED COUNCIL ACTION: Extend contract CL24-012 Electric Services at City of Lawton Facilities to Patco Electrical Service of Oklahoma.



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: Colbie Garrett, Buyer
From: Rusty Whisenhunt, Director of Public Utilities *WHL*
Subject: Extend CL24-012 Electrical Services for City of Lawton Facilities
Date: January 21, 2025

It is recommended to extend the contract for Electrical Services for City of Lawton Facilities with Patco Electrical Services for another year. Contract expenditures are estimated to be greater than \$75,000 per fiscal year.

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

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

CONTRACT EXTENSION FORM

CONTRACT TITLE: Electrical Services at City of Lawton Facilities
CONTRACT NUMBER: CL24-012

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to **March 25, 2026**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 27th day of January, 2025.

AFFIDAVIT:

STATE OF Oklahoma COUNTY OF Comanche.

I Rusty Rylant (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors 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 or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors 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 contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension 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 extension of the contract described above. 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 vendor 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: Patco Electrical Services inc

Address: 16 SE I Ave

Lawton Ok 73501
(City, State, Zip)

Phone: 580.353.4894

Rusty Rylant
SIGNATURE OF AUTHORIZED AGENT
RUSTY RYLANT
PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 27th day of JANUARY, 2025

Robert E. Gould
Notary Public
My Commission expires: 2/22/28



City of Lawton, Oklahoma
A Municipal Corporation

Stanley Booker, Mayor

ATTEST:

CITY CLERK

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

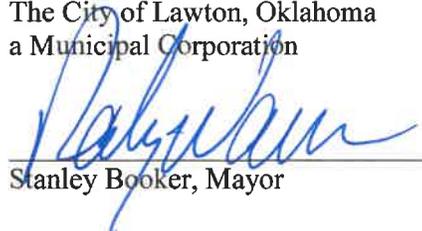
CITY ATTORNEY

Contract: CL24-012 Electrical Services at City of Lawton Facilities
Vendor(s): Patco Electrical Services Inc

CITY APPROVAL

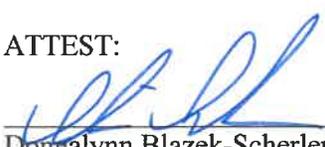
Acceptance and entry into this agreement by and on behalf of the City of Lawton is made this 26th day of March, 2024.

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 28th
day of March, 2024.



City Attorney



City of Lawton

Sewer Construction Division

E-mail: cityof.lawton.ok.us
Telephone 580-581-3405
Fax 580-581-3407

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

To: Colbie Garrett, Buyer Financial Services
From: Rusty Whisenhunt, Director of Public Utilities *WAV*
Subject: CL24-012 – Electrical Services for City of Lawton Facilities
Date: February 27, 2024

It is recommended to award the contract for CL24-012 – Electrical Services for City of Lawton Facilities to the responsive and responsible lowest bidder, Patco Electrical Services. Patco Electrical Services meets all specifications and price increases were minimal.

Funds are available in the Wastewater Treatment Plant Division 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: *Colbie Garrett*

ABSTRACT OF BIDS

CL/RFP Number CL24-012	Page <u>1</u> of <u>1</u>	Bidder Number <u>1</u>	Bidder Number <u>2</u>	Bidder Number <u>3</u>	Bidder Number <u>4</u>
CL/RFP Title Electrical Services at City of Lawton Facilities	Date Opened: February 14, 2024	3 Phase Electrical Services Bruce Price 603 West Pine St. Ringling, OK 73456 580-228-4275 b.price@3PZS.org	Hot-line LLC Tom Milam P.O. Box 874 Duncan, OK 73534 580-467-8420 tom@hot-lineinc.com	Phoenix Electrical Billy Gregory 600 N Mustang Rd #98 Mustang, OK 73064 405-898-7641 billygregory@phoenixelectricalok.com	Patco Rusty Rylant 1509 SE 25th St Oklahoma City, OK 73129 580-353-4894 rustv@patcoelectrical.com
Fincancial Services: Buyer Colbie Garrett	Number of ADDENDA Issued NONE	Addenda Acknowledged N/A	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	As required Yes Yes Yes

Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks						
1	Industrial Electrician (Licensed) c/w helper, tools, and equipment (Reg. Time)	1	Hour	\$205.00		\$130.00		\$135.00		\$120.00	
2	Industrial Electrician (Licensed) c/w helper, tools, and equipment (After Hours)	1	Hour	\$307.50		\$175.00		\$180.00		\$180.00	
3	Industrial Electrician (Licensed) c/w helper, tools, and equipment (Sundays, Holidays)	1	Hour	\$410.00		\$175.00		\$180.00		\$240.00	
4	Mobilization/Demobilization	1	LS			\$0.00		\$50.00		\$0.00	

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: <u>Colbie.Garrett@lawtonok.gov</u> QUESTIONS REGARDING BID: <u>www.bidsync.com/bidsync-cas/</u>	
Date Bid Typed: January 24, 2024	Dates Bid Advertised: January 26, 2024	No Bids Received After: February 14, 2024 2 : 00pm	
Contract Number and Title: CL24-012 Electrical Services at City of Lawton Facilities		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: Patco Electrical Services Inc/ Rusty Rylant		Reason for No Bid:	
Mailing Address: 1509 SE 25th St		Terms: 30 Dy	
City: Okc	State: OK	Zip: 73129	Delivery: as needed
Area Code and Phone Number: 580.353.4894		Email Address: rusty@patcoelectrical.com	
Federal Employer Identification Number or Social Security Number 731420970			

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: STATE OF Oklahoma COUNTY OF Comanche

Rusty Rylant _____ 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

Firm: Patco Electrical Services Inc
Address: 1509 SE 25th St
OKC Ok 73129
(City, State, Zip)
Phone: 580.353.4894

Rusty Rylant/ VP

PRINT/TYPE NAME/TITLE

Subscribed & sworn before me this 2 day of February, 2024.



Notary Public

My Commission expires: 12/28/25

INVITATION TO BID AND CONTRACT
PAGE 1 OF 11



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.**

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 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 REQUIREMNTNS-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 in place 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.

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.

Patco Electrical Services Inc
Business Name / Contractor Name

[AFFIX SEAL]

Rusty Rylant
Signed
Print : Rusty Rylant

Attested to before me this 2 day of February 2024
Natalie Tollett
Notary Public

My Commission Expires 6/28 2025

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.

Contract Number

3-6-2024

Date

Patco Electrical Services Inc

Name of Contractor (Print)

A handwritten signature in blue ink, appearing to read "Dwight J. [unclear]", is written over a horizontal line.

Signature, Member of Firm or Officer of Corporation

VP

Title

ELECTRICAL SERVICES AT CITY OF LAWTON FACILITIES

The City of Lawton is seeking bids for the provision of Electrical Services support at City of Lawton Facilities. A wide range of industrial motors, pumps, and other machinery throughout the City need servicing, and/or repairs, and/or routine maintenance. The successful bidder will be called upon to perform those services on an as-needed basis, and bids will be assessed based upon the availability, response times, and the pricing proposed by the vendor.

Vendors must demonstrate experience in servicing and repair of industrial equipment.

Scope of Work

The services will be provided on an on-call basis, and the vendor will be required to provide all the equipment, tools, labor, and transportation necessary to respond to service calls for troubleshooting, repairs, servicing, calibration, or other forms of routine maintenance as required.

The City of Lawton will be responsible for providing any materials, parts or fittings necessary to execute fully the required service.

The full scope of service calls will not be limited. The vendor shall be prepared to schedule activities and to utilize a minimum of 3 hours for each service call dispatch.

Instructions to Bidders

The vendor shall execute the required services in a professional manner with due attention to the safety of all plant, equipment, and staff, including but not limited to the coordination of all necessary Lock-out Tag-out procedures, confined space entry, and other safety plans.

The vendor shall exercise due care in execution of the works to avoid any damage to existing facilities or equipment. Any such damage will be re-instated by the vendor at no cost to the City of Lawton.

The vendor shall remain at all times responsible for his equipment and materials being utilized upon the City of Lawton property, as well as any equipment and materials which belong to the City of Lawton, and has been handed over to the vendor for execution of the works. The City of Lawton shall not be responsible for any damage or loss of such equipment and materials.

The vendor is required to check in with the Plant Superintendent or their designee upon arrival at the City Facility and shall report on the successful completion of each service call before leaving the site.

Bid must include, but is not limited to the following:

1. Minimum and maximum call response times.
2. Schedule of manpower, tools, and equipment which may be utilized, along with any rates which may be payable in addition to the base bid.
3. Details of services performed in the past of similar scope along with references.
4. Priced Bid schedule.

Both primary and secondary vendor will be selected from the field of bidders to allow for multiple purchase orders during spikes in demand for this service.

Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- a. **Worker's Compensation Insurance.** The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Oklahoma for all of his employees to be engaged in work at the site of the project under this contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- b. **Contractor's General Liability and Property Damage Insurance and Vehicle Liability Insurance.** The Contractor shall procure and shall maintain during the life of this contract, Contractor's General Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance as follows:

Comprehensive General Liability and Bodily Injury:

Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Single Limit	<u>\$1,000,000.00</u> per occurrence combined limit

Comprehensive Automobile:

Liability, Bodily Injury	<u>\$ 125,000.00</u> per person per occurrence
Property Damage	<u>\$ 100,000.00</u> each occurrence
Combined Limit	<u>\$1,000,000.00</u> per occurrence combined limit

- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall either,
- (1) Require each of his subcontractors to procure, and to maintain during the life of his subcontract, Subcontractor's Public Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or
 - (2) ensure the activities of his subcontractors in his own policy, specified in subparagraph (b) hereof.
- d. Scope of Insurance and Special Hazards. The insurance required under subparagraphs b. and c. hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.
- e. Proof of Carriage of Insurance. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certification will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

Bid Number: CL24-012

Bid Title: **Electrical Services at City of Lawton Facilities**

Vendor Name:

Patco Electrical Services Inc

Bid Schedule

(must be completed and returned with the bid)

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1.	Industrial Electrician (Licensed) c/w helper, tools, and equipment (Reg. Time)	1	Hour	\$ 120.00	\$
2.	Industrial Electrician (Licensed) c/w helper, tools, and equipment (After Hours)	1	Hour	\$ 180.00	\$
3.	Industrial Electrician (Licensed) c/w helper, tools, and equipment (Sundays, Holidays)	1	Hour	\$ 240.00	\$
4.	Mobilization/Demobilization	1	LS	\$ 0	\$
TOTAL AMOUNT OF BID				\$	
Total Amount of Bid in Words			Dollars		

Please contact David Hastings for any questions in regards to the specifications at (580) 581-3445 or David.Hastings@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:

Patco Electrical Services Inc	Rusty Rylant	2-6-2024
Company Name	Representative	Date
580.353.4894	rusty@patcoelectrical.com	
Phone Number	Fax Number	



City of Lawton

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

Commentary

File #: 25-0123

Agenda Date: 2/25/2025

Agenda No: 14.

ITEM TITLE:

Consider authorizing staff to apply for the US Department of Transportation Safe Streets for All (SS4A) planning grant for the purpose of creating an action plan, developed to provide a holistic, well-defined strategy to prevent roadway fatalities and serious injuries within the City Limits of Lawton, as approved by the Streets and Bridges Committee on February 11th, 2025.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: The SS4A grant allows the city to have an action plan to address roadway fatalities, which we have seen all too many incidents lately. This grant helps us get at the “Safe Neighborhoods” initiative that is currently underway in the city.

The SS4A grant has 2 parts - a planning grant, and an implementation grant. We cannot apply for implementation grants until a qualified plan is created, first. The goal is to have an action plan, and then apply for implementation grants to get at the problems that the action plan identifies, throttling up our service to the community and providing additional funding to get at making our city safer for its citizens.

EXHIBIT: SS4A Grant Notice of Funding

KEY ISSUES: This planning grant is a no less than 20% matching grant. The total cost is unknown; however, it is estimated to cost a total of \$250,000, with roughly \$50,000 coming from the city to fund the plan once reimbursed. This \$50,000 can be in-kind contributions, to include staff time used.

FUNDING SOURCE: FY26 Public Works Division, Account TBD

STAFF RECOMMENDED COUNCIL ACTION: Authorize staff to apply for the US Department of Transportation Safe Streets for All (SS4A) planning grant for the purpose of creating an action plan, developed to provide a holistic, well-defined strategy to prevent roadway fatalities and serious injuries within the City Limits of Lawton, as approved by the Streets and Bridges Committee on February 11th, 2025.

DEPARTMENT OF TRANSPORTATION

Office of the Secretary of Transportation

DOT-OST-2024-01

USDOT FY24 Safe Streets and Roads for All Funding, Amendment

AGENCY: Office of the Secretary of Transportation, U.S. Department of Transportation (DOT or the Department)

ACTION: Notice of Funding Opportunity (NOFO), Assistance Listing # 20.939

SUMMARY

SUMMARY OVERVIEW OF KEY INFORMATION: Safe Streets and Roads for All (SS4A)	
Issuing Agency	Office of the Secretary of Transportation, U.S. Department of Transportation
Program Overview	Funds for the fiscal year (FY) 2024 SS4A grant program are to be awarded on a competitive basis to support planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users, including pedestrians; bicyclists; public transportation, personal conveyance, and micromobility users; motorists; and commercial vehicle operators.
Objective	The purpose of this notice is to solicit applications for Safe Streets and Roads for All (SS4A) grants.
Eligible Applicants	Metropolitan planning organizations; Political subdivisions of a State or territory (e.g., cities, towns, counties); Federally recognized Tribal governments; and A multijurisdictional group of entities described in any of the aforementioned three types of entities.
Eligible Project Types	Develop a comprehensive safety action plan (Action Plan). Conduct supplemental safety planning to enhance an Action Plan. Carry out demonstration activities to inform the development of, or an update to, an Action Plan. Perform planning, design, and development activities for projects and strategies identified in an Action Plan. Implement projects and strategies identified in an Action Plan that address roadway safety problems.
Funding	This Notice makes available up to \$1,261,494,000 \$1,256,687,000 for FY 2024 grants under the SS4A program. Of the funding made available, up to \$780 \$580 million is available to implement projects and strategies. The remainder, \$461,494,000 \$656,687,000 , must be awarded for developing Action Plans; conducting supplemental planning to update existing Action Plans; or carrying out demonstration activities to inform the development of, or updates to, Action Plans.
Deadlines	Planning and Demonstration Grant applicants have three deadlines: <ul style="list-style-type: none"> • Thursday, April 4, 2024, 5:00 PM (EDT) • Thursday, May 16, 2024, 5:00 PM (EDT) • Thursday, August 29, 2024, 5:00 PM (EDT)

SUMMARY OVERVIEW OF KEY INFORMATION: Safe Streets and Roads for All (SS4A)	
	Implementation Grant applications must be submitted by 5:00 PM (EDT) on Thursday, May 16, 2024.
	<u>Funds will be awarded to applications submitted after each deadline. Funding awards in later deadlines will be contingent on the availability of remaining funds.</u>

DATES: This NOFO has multiple application deadlines depending on the grant type. See above under “Deadlines” and in Section D.4.

Late applications received after the deadlines will not be considered under that deadline unless there is a technical issue directly caused by the online submission proposal system (Valid Eval), and the applicant contacts Valid Eval at support@valideval.com describing the technical issue no less than 4 hours before the deadline. Planning and Demonstration Grant applications that are received after the first deadline (and before the second deadline) will be treated as being submitted under the second deadline; Planning and Demonstration Grant applications that are received after the second deadline (and before the third deadline) will be treated as being submitted under the third deadline.

ADDRESSES: Applications must be submitted via Valid Eval, an online submission proposal system used by USDOT, at https://usg.valideval.com/teams/usdot_ss4a_2024_implementation/signup for Implementation Grant applicants and https://usg.valideval.com/teams/usdot_ss4a_2024_planning_demo/signup for Planning and Demonstration Grants. Customer support for Valid Eval can be reached at support@valideval.com.

FOR FURTHER CONTACT INFORMATION: Please contact the SS4A grant program staff via email at SS4A@dot.gov or call Paul Teicher at 202-366-4114. A telecommunications device for the deaf (TDD) is available at 202-366-3993. In addition, DOT will regularly post answers to questions and requests for clarifications, as well as schedule information regarding webinars providing additional guidance, on DOT’s website at <https://www.transportation.gov/grants/SS4A>. The deadline to submit technical questions **is April 24, 2024 and** **The deadline** to submit pre-application eligibility review requests for Implementation Grants is April 17, 2024. Technical questions applicable to Planning and Demonstration Grant applications made on or before March 13, 2024, will be responded to in advance of the first Planning and Demonstration Grant deadline on April 4. The final deadline to submit technical questions for Planning and Demonstration Grants is April ~~24~~ 17, 2024. The NOFO is listed under opportunity number DOT-SS4A-FY24-01 at [Grants.gov](https://www.transportation.gov/grants/SS4A).

SUPPLEMENTARY INFORMATION: Each section of this Notice of Funding Opportunity contains information and instructions relevant to the application process for SS4A grants, and all applicants should read this notice in its entirety so that they have the information they need to submit eligible and competitive applications.

Section	Content
N/A	Summary
N/A	Definitions
A	Program Description
B	Federal Award Information
C	Eligibility Information
D	Application and Submission Information
E	Application Review Information
F	Federal Award Administration Information
G	Federal Awarding Agency Contacts
H	Other Information

Section A (Program Description) describes the Department's goals and purpose in making awards, and Section E (Application Review Information) describes how the Department will select from eligible applications. To support applicants through the process, the Department will provide technical assistance and resources at <https://www.transportation.gov/grants/SS4A>.

DEFINITIONS

Term	Definition
Applicant’s Jurisdiction(s)	The U.S. Census tract(s) where the applicant operates or performs their safety responsibilities. If an applicant is seeking funding for multiple jurisdictions, they should include all relevant Census tracts for the jurisdictions covered by the application.
Complete Streets	Standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, personal conveyance and micromobility users, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles. ¹
Comprehensive Safety Action Plan	A comprehensive safety action plan (referred to as an “Action Plan”) is aimed at preventing roadway fatalities and serious injuries in a locality or region or on Tribal land. This can be either a plan developed with a Planning and Demonstration Grant, or a previously developed plan (e.g., a Vision Zero plan or similar plan) that is substantially similar to and meets the eligibility requirements of an Action Plan. See Table 1 for a detailed description.
Equity	The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
Fatal or Serious Injury Crash	A fatal or serious injury crash involves a motor vehicle traveling on a trafficway customarily open to the public. A fatal crash must result in the death of at least one person (occupant of a vehicle or a non-motorist) within 30 days of the crash. This definition aligns with the definition of a fatal traffic crash in the Fatality Analysis Reporting System.
High-Injury Network	Identifies the highest concentrations of traffic crashes resulting in serious injuries and fatalities within a given roadway network or jurisdiction.
Micromobility	Any small, low-speed, human- or electric-powered transportation device, including bicycles, scooters, electric-assist bicycles, electric scooters (e-scooters), and other small, lightweight, wheeled conveyances. ²

¹ The definition is based on “Moving to a Complete Streets Design Model: A Report to Congress on Opportunities and Challenges,” <https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-03/Complete%20Streets%20Report%20to%20Congress.pdf>. Also see <https://highways.dot.gov/complete-streets>.

² Source: FHWA, Public Roads Magazine, Spring 2021, “Micromobility: A Travel Innovation.” Publication Number: FHWA-HRT-21-003.

Term	Definition
Personal Conveyance	A personal conveyance is a device, other than a transport device, used by a pedestrian for personal mobility assistance or recreation. These devices can be motorized or human powered, but not propelled by pedaling (e.g., a wheelchair). ³
Political Subdivision of a State	A unit of government created under the authority of State law. This includes cities, towns, counties, special districts, certain transit agencies, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State.
Rural	For the purposes of this NOFO, jurisdictions outside an Urban Area (UA) or located within Urban Areas with populations fewer than 200,000 will be considered rural. Lists of UAs are available on the U.S. Census Bureau website at https://www2.census.gov/geo/docs/reference/ua/2020_Census_ua_list_all.xlsx .
Safe System Approach	A guiding principle to address the safety of all road users. It involves a paradigm shift to improve safety culture, increase collaboration across all safety stakeholders, and refocus transportation system design and operation on anticipating human mistakes and lessening impact forces to reduce crash severity and save lives. ^{4,5}
Underserved Community	<p>An underserved community as defined for this NOFO is consistent with the Office of Management and Budget (OMB) and DOT definitions of a disadvantaged community designation, which includes any Tribal land; any territory or possession of the United States; or U.S. Census tracts identified in one of the following tools (may only select one option to identify underserved communities:</p> <ul style="list-style-type: none"> • The USDOT Equitable Transportation Community Explorer (ETCE) https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Applicant-Explorer/ • Any subsequent iterations of the ETCE released during the NOFO period; or • The Climate and Economic Justice Screening Tool (CEJST) to identify disadvantaged communities https://screeningtool.geoplatform.gov/. <p>Funds to underserved communities are spent in, and provide benefits to, underserved communities.</p>

³ <https://crashstats.nhtsa.dot.gov/Api/Public/ViewPublication/813251>. See page 127 for the full definition as defined in the 2020 FARS/CRSS Coding and Validation Manual.

⁴ See <https://www.transportation.gov/NRSS/SafeSystem>.

⁵ Safety culture can be defined as the shared values, actions, and behaviors that demonstrate a commitment to safety over competing goals and demands.

A. Program Description

Overview

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) authorized and appropriated \$1 billion to be awarded by the Department of Transportation for fiscal year (FY) 2024 for the Safe Streets and Roads for All (SS4A) grant program. This Notice of Funding Opportunity (NOFO) solicits applications for activities to be funded under the SS4A grant program. The FY 2024 funding will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64355).

The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development and refinement and implementation focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The program provides funding to develop the tools to help strengthen a community’s approach to roadway safety and save lives and is designed to meet the needs of diverse local, Tribal, and regional communities that differ dramatically in size, location, and experience administering Federal funding.

The FY 2024 NOFO substantively differs from the FY 2023 NOFO in the following ways:

- Section D: Clarifies that Tribal Transportation Program and Tribal Transportation Program Safety Funds may be used as non-Federal match.
- Planning and Demonstration Grants had the following substantive changes:
 - The NOFO includes three deadlines: April 4, May 16, and August 29. Applications received on or before each deadline will be reviewed and evaluated separately from applications received at other deadlines.
 - Section C.3 allows an applicant to reapply if not selected as long as the application is received by the last Planning and Demonstration Grant deadline of August 29.
 - Section D.2 permits up to three pages of narrative to respond to the Additional Safety Context selection criterion if the funding requested is over \$1 million.
 - Section E the Additional Safety Context selection criterion was modified for applications with demonstration activities.
 - Section E has a new award selection consideration for applicants that have a fatality rate of 17.0 fatalities per 100,000 persons or greater.
- Implementation Grants had the following substantive changes:
 - Section C.4 requires funds for project or strategy-level planning, design, and development activities to be directly connected to the completion of projects and strategies funded through an Implementation Grant.
 - Section D.2 allows pre-application submission and review of a potential applicant’s Self-Certification Eligibility Worksheet to affirm eligibility for an Implementation Grant. Complete pre-application submissions must be received by April 17.
 - Section D.2 permits up to two additional pages for an application’s narrative to respond to the Supplemental Planning and Demonstration Activities selection criterion.
 - Section E has minor modifications to the selection criteria Safety Impact; Equity, Engagement, and Collaboration; Effective Practices and Strategies; Other DOT Strategic Goals; and Supplemental Planning and Demonstration Activities.
 - Section E has new award selection considerations for applicants with a finalized comprehensive safety action plan (i.e., goes beyond a qualifying plan and meets all the components in Table 1), and applicants with a killed and serious injury per \$1 million in Federal funding rate that is high compared to other Highly Rated applications.

Grant Options and Deliverables

The SS4A program provides funding for two main types of grants: **Planning and Demonstration Grants** for comprehensive safety action plans, including supplemental safety planning, and/or safety demonstration activities; and **Implementation Grants**. Planning and Demonstration Grants are used to develop, complete, or supplement a comprehensive safety action plan, as well as carry out demonstration activities that inform an Action Plan. Implementation Grants are used to implement strategies or projects that are consistent with an existing Action Plan and may also bundle funding requests for supplemental planning and demonstration activities that inform an Action Plan. To apply for an Implementation Grant, an eligible applicant must have a qualifying Action Plan; see Section C for what constitutes a qualifying Action Plan. Applicants for Implementation Grants can self-certify that they have one or more plans in place by April 2024 that together are substantially similar to and meet the eligibility requirements for an Action Plan.

i. Planning and Demonstration Grants

Planning and Demonstration Grants have three different types of activities:

- a) Develop an Action Plan;
- b) Conduct supplemental safety planning to enhance an Action Plan; and
- c) Carry out demonstration activities to inform the development of, or an update to, an Action Plan.

The three different types of activities under Planning and Demonstration Grants can either be bundled together into one application, or an applicant may choose to request funding for only one of the activities. Applicants may only apply for a single grant type, but both grant types have the option to include multiple Planning and Demonstration projects under them. The development of, or updates to, an Action Plan must be the intended end result of each supplemental planning and demonstration activity. Further information on which activities can be bundled together are described in Section C.3.i.

a) Action Plan

An Action Plan is the foundation of the SS4A grant program. Grants for Action Plans provide Federal funds to eligible applicants to develop, complete, or enhance an Action Plan.

The primary deliverable is a publicly available Action Plan. For the purposes of the SS4A grant program, an Action Plan includes the components in Table 1. DOT considers the process of developing an Action Plan to be critical for success, and the components reflect a process-oriented set of activities. For applications involving a multi-jurisdictional group, applicants may propose the development of a single Action Plan covering all jurisdictions, several plans for individual jurisdictions, or a system to administer sub-awards to entities within its jurisdiction.

Table 1: Action Plan Components

Component	Description
Leadership Commitment and Goal Setting	An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., Mayor, City Council, Tribal Council, metropolitan planning organization [MPO], Policy Board) to an eventual goal of zero roadway fatalities and serious injuries. The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following: (1) the target date for achieving zero roadway fatalities and serious injuries, OR (2) an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.

Component	Description
Planning Structure	A committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring.
Safety Analysis	Analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across a jurisdiction, locality, Tribe, or region. Includes an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, pedestrians, transit users, etc.). Analysis of systemic and specific safety needs is also performed, as needed (e.g., high-risk road features, specific safety needs of relevant road users, public health approaches, analysis of the built environment, demographics, and structural issues). To the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership. Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a high-injury network or equivalent).
Engagement and Collaboration	Robust engagement with the public and relevant stakeholders, including the private sector and community groups, that allows for both community representation and feedback. Information received from engagement and collaboration is analyzed and incorporated into the Action Plan. Overlapping jurisdictions are included in the process. Plans and processes are coordinated and aligned with other governmental plans and planning processes to the extent practicable.
Equity Considerations	Plan development using inclusive and representative processes. Underserved communities are identified through data and other analyses in collaboration with appropriate partners. Analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies.
Policy and Process Changes	Assessment of current policies, plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety. The Action Plan discusses implementation through the adoption of revised or new policies, guidelines, and/or standards, as appropriate.
Strategy and Project Selections	<p>Identification of a comprehensive set of projects and strategies—shaped by data, the best available evidence and noteworthy practices, and stakeholder input and equity considerations—that will address the safety problems described in the Action Plan. These strategies and countermeasures focus on a Safe System Approach and effective interventions and consider multidisciplinary activities. To the extent practicable, data limitations are identified and mitigated.</p> <p>Once identified, the projects and strategies are prioritized in a list that provides time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explain prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety.</p>
Progress and Transparency	Method to measure progress over time after an Action Plan is developed or updated, including outcome data. A means to ensure ongoing transparency is established with residents and other relevant stakeholders. The approach must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Action Plan online.

Applicants requesting funds to develop an Action Plan may also request funding for supplemental planning and demonstration activities subsequently described in Section A.2.i.b and A.2.i.c below. The goal of an Action Plan is

to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region. Further information on eligibility requirements is in Section C.

b) Supplemental Planning

Supplemental action plan activities support or enhance an existing Action Plan. To only fund supplemental Action Plan activities through the SS4A program, an applicant must have an existing Action Plan; have a plan that is substantially similar and meets the eligibility requirements for having an existing plan; or be in the process of completing an Action Plan described in Table 1. Examples of supplemental planning include:

- Topical safety sub-plans focused on topics such as speed management, vulnerable road users, accessibility for individuals with disabilities, Americans with Disabilities Act of 1990 (ADA) transition plans, health equity, safety-focused Intelligent Transportation System implementation, lighting, or other relevant safety topics
- Road safety audits
- Additional safety analysis and expanded data collection and evaluation using integrated data
- Targeted equity assessments
- Required supplemental planning as a condition to receiving an Implementation Grant award as described in Section A.2.ii:
 - Updating Action Plans finalized and last updated in 2021 or earlier
 - Broadening the road user focus to include all road usersUpdating plan components laid out in Table 1 and missing in an eligible plan
- Follow-up stakeholder engagement and collaboration
- Reporting on the progress from Action Plan implementation for transparency
- Other roadway safety planning activities that enhance an Action Plan

The final deliverable for supplemental planning is a written product that connects to, and enhances, an Action Plan. Final products shall be made publicly available. Additional information on supplemental planning is located at <https://www.transportation.gov/grants/SS4A>.

c) Demonstration Activities

Demonstration activities inform an Action Plan by testing proposed project and strategy approaches to determine their potential benefits and future scope; demonstration activities are temporary. Demonstration activities must measure potential benefits through data collection and evaluation and inform an Action Plan's list of selected projects and strategies and their future implementation. To receive funds only for demonstration activities through the SS4A program, an applicant must have an existing Action Plan, have a plan that is substantially similar and meets the eligibility requirements for having an existing plan, or be in the process of completing an Action Plan described in Table 1. Demonstration activities could include:

- Feasibility studies using quick-build strategies that inform permanent projects in the future (e.g., use of paint and plastic delineator posts to experiment with impermanent roadway design changes, use of removable barriers to re-allocate roadway space).
- Various MUTCD Engineering Studies that further safety applications of the MUTCD (e.g., evaluating warrants for high-visibility crosswalk markings, bike lane treatments, etc.).
- Pilot programs for behavioral or operational activities that include at least one element of the Safe System Approach (e.g., test out a new education campaign's messaging at a small scale, trial changes to how Emergency Medical Services respond to crashes).
- Pilot programs that demonstrate safety benefits of technologies not yet adopted in the community (e.g., variable speed limits, speed safety cameras, technology for adaptive signal timing, adaptive lighting,

Intelligent Transportation Systems, vehicle-to-infrastructure technology).⁶ Eligible technologies must be commercially available and at a prototype or advanced technological readiness level.⁷

Demonstration activities and pilot programs must inform Action Plans through small-scale tests with finite trial periods intended to gauge potential project and strategy effectiveness that will lead to project and strategy selection at a systemic level. The final deliverable is an assessment of the demonstration activities and an updated Action Plan that incorporates the information gathered from the demonstration activities into the Action Plan's list of projects or strategies and/or informs another part of the Action Plan. DOT expects demonstration activities to be set up within 18 months of executing a grant agreement (e.g., quick-builds on the roadway, pilot project established), and the benefits of the demonstration activity to be evaluated during the execution of the grant agreement.

ii. Implementation Grants

Implementation Grants fund projects and strategies identified in an Action Plan that address roadway safety problems. Implementation Grants may also fund supplemental planning and demonstration activities as described in Section A.2.i, as well as planning, design, and development activities for projects and strategies identified in an Action Plan (e.g., project-level National Environmental Policy Act or NEPA compliance, environmental review activities, permits and approvals, construction design, etc.). DOT encourages Implementation Grant applicants to include supplemental planning and demonstration activities in their application. Applicants must have an existing Action Plan to apply for Implementation Grants or have an existing plan that is substantially similar and meets the eligibility requirements of an Action Plan. If applicants do not have an existing Action Plan, they should apply for Planning and Demonstration Grants and **NOT** Implementation Grants.

The Action Plan components may be contained within several plans. Applicants may use existing Action Plans produced by other jurisdictions to apply for an Implementation Grant (e.g., a political subdivision uses an existing regional plan with projects and strategies within its jurisdiction) as long as the projects and strategies in the application are included in the existing Action Plan. DOT requires applicants who have an Action Plan that is missing components required in Table 1 but still have a substantially similar plan based on the Self-Certification Eligibility Worksheet outlined in Section C to update the Action Plan to contain all components in a Comprehensive Safety Action Plan as outlined in Table 1. Updating an existing Plan to address missing components is a condition to receive Implementation Grant funding, and applicants applying for Implementation Grants can request to use SS4A supplemental planning funds to update an existing Action Plan to conform with all the components in Table 1. Additional information on eligibility requirements and eligible activities is in Section C below.

SS4A Grant Priorities

This section discusses priorities specific to SS4A and those related to the Department's overall mission, which are reflected in the selection criteria and NOFO requirements. Successful grant applications will:

- Promote safety to prevent death and serious injuries on public roadways;
- Employ low-cost, high-impact strategies that can improve safety over a wide geographic area;
- Ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities;
- Incorporate evidence-based projects and strategies and adopt innovative technologies and strategies;
- Demonstrate engagement with a variety of public and private stakeholders; and

⁶ Eligible vehicle-to-infrastructure demonstrations use interoperable vehicle-to-infrastructure (V2X) communications capabilities using 4G LTE cellular V2X (C-V2X) technology in the 5.905–5.925 GHz spectrum frequency band to enable safety applications for public fleet vehicles.

⁷ The corresponding level would be "Development," level 7 Prototype demonstrated in operational environment. See <https://www.fhwa.dot.gov/publications/research/ear/17047/17047.pdf>.

- Align with the Department’s mission and Strategic Goals such as safety; climate change and sustainability; equity and Justice⁴⁰; and workforce development, job quality, and wealth creation.⁸

The Department seeks to award Planning and Demonstration Grants based on safety impact, equity, and other safety considerations. Additional award consideration will be made for Planning and Demonstration Grant applicants that have a fatality rate per 100,000 persons equal to or greater than 17.0 fatalities per 100,000 population.

For Implementation Grants, DOT seeks to make awards to projects and strategies that save lives and reduce roadway fatalities and serious injuries; incorporate equity, engagement, and collaboration into how projects and strategies are executed; use effective practices and strategies; consider climate change, sustainability, and economic competitiveness in project and strategy implementation; and will be able to complete the full scope of funded projects and strategies within 5 years after the establishment of a grant agreement. Additional award consideration will be made for Implementation Grant applicants that have a high percentage of funds that benefit underserved communities, are in rural areas, request less than \$10 million in Federal funds, support geographic diversity amongst the Implementation Grant award recipients, have a finalized comprehensive safety action plan (i.e., goes beyond a qualifying plan requirements in the Self-Certification Eligibility Worksheet and meets all the components in Table 1), and/or have a high Killed and Serious Injuries (KSI) per \$1 million in Federal funding rate. Section D provides more information on the specific measures an application should demonstrate to support these goals.

The Department seeks to fund projects that advance the Departmental priorities of safety, climate and sustainability, equity, and workforce development, job quality, and wealth creation as described in the DOT Strategic Plan, the DOT Research, Development and Technology Strategic Plan, and in executive orders. See Section E of this NOFO for safety, climate, equity, and workforce-related selection criteria, and Section F for related award administration requirements.

The National Roadway Safety Strategy (NRSS, issued January 27, 2022) commits the Department to respond to the current crisis in roadway fatalities by “taking substantial, comprehensive action to significantly reduce serious and fatal injuries on the Nation’s roadways,” in pursuit of the goal of achieving zero roadway deaths through a Safe System Approach.⁹ DOT recognizes that zero is the only acceptable number of deaths on our roadways, and SS4A program outcomes align with the NRSS and support the FY 2022-2026 DOT Strategic Plan safety performance goals such as a medium-term goal of a two-thirds reduction in roadway fatalities by 2040.¹⁰ DOT also incentivizes communities to adopt and implement Complete Streets policies that prioritize the safety of all users in transportation network planning, design, construction, and operations, and encourages applicants to use a Complete Streets design model on roadways where adjacent land use suggests that trips could be served by varied modes.¹¹ For applicants seeking to use innovative technologies and strategies, the Department’s Innovation Principles serve as a guide to ensure innovations reduce deaths and serious injuries while committing to the highest standards of safety across technologies.¹²

Consistent with the Department’s implementation of Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), the Department seeks to fund applications that address equity and environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards.¹³ Additionally, DOT seeks to fund projects that reduce greenhouse gas emissions in the transportation sector, including those that improve safety for low- and zero-emission modes of travel. Applicants should also consider the incorporation of evidence-based climate resilience measures and

⁸ FY 2022-2026 USDOT Strategic Plan <https://www.transportation.gov/dot-strategic-plan>.

⁹ <https://www.transportation.gov/NRSS>.

¹⁰ <https://www.transportation.gov/dot-strategic-plan>.

¹¹ More information on Complete Streets can be found at <https://highways.dot.gov/complete-streets>.

¹² <https://www.transportation.gov/priorities/innovation/us-dot-innovation-principles>. Released January 6, 2022.

¹³ See the definition of an underserved community, which includes Census tracts identified in the OMB CEJST and DOT ETCE tools.

features; reduce the lifecycle greenhouse gas emissions from project materials; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities.

Consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the Department seeks to award funds under the SS4A grant program that will create proportional impacts to all populations in a project area, remove transportation related disparities to all populations in a project area, and increase equitable access to project benefits. An important area for DOT's focus is the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly people walking, biking, and rolling in underserved communities. In accordance with the Americans with Disabilities Act of 1990 (ADA), awards focused on infrastructure and demonstration activities must ensure that newly constructed facilities in the public right-of-way are accessible to, and usable by, individuals with disabilities to the extent that it is not structurally impracticable to do so. The ADA also requires that, when an existing facility is altered, the altered facility be made accessible to and usable by individuals with disabilities to the maximum extent feasible (28 CFR 35.151[a] and 35.151[b]).

The Department intends to use the SS4A program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335). The Department also intends to use the SS4A program to support wealth creation, consistent with the Department's Equity Action Plan through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned Businesses, or 8(a) firms.

B. Federal Award Information

1. Total Funding Available

The BIL established the SS4A program with \$5,000,000,000 in advanced appropriations in Division J, including \$1,000,000,000 for FY 2024. Additionally, DOT has ~~\$261,494,000~~ ~~\$256,687,000~~ in FY 2023 carryover funds set aside for Planning and Demonstration Grants as well as certain eligible safety planning and demonstrative activities that may be included under an Implementation Grant request. Therefore, this Notice makes available up to ~~\$1,261,494,000~~ ~~\$1,256,687,000~~ for FY 2024 grants under the SS4A program. Refer to Section D for greater detail on additional funding considerations and Section D.5 for funding restrictions.

2. Availability of Funds

Grant funding obligation occurs when a selected applicant and DOT enter into a written grant agreement after the applicant has satisfied applicable administrative requirements. Unless authorized by DOT in writing after DOT's announcement of FY 2024 SS4A grant awards, any costs incurred prior to DOT's obligation of funds for activities ("pre-award costs") are ineligible for reimbursement and may not be used as matching funds. If authorized by DOT in writing, Implementation Grant award recipients may incur pre-award costs for National Environmental Policy Act (NEPA) and design activities, and these expenses may count toward match or cost share. Applicants who expect to request pre-award authority must clearly articulate such a request in the application. DOT will determine whether such pre-award costs may be counted toward match or cost share on a case-by-case basis. All SS4A funds must be expended within 5 years after the grant agreement is executed and DOT obligates the funds.

3. Award Size and Anticipated Quantity

In FY 2024, DOT expects to award hundreds of Planning and Demonstration Grants and up to fifty Implementation Grants. The Department reserves the right to make more, or fewer, awards. DOT reserves the discretion to alter minimum and maximum award sizes upon receiving the full pool of applications and assessing

the needs of the program in relation to the SS4A grant priorities in Section A.3. Federal funding requests must be made in whole dollar amounts (no cents).

iii. Planning and Demonstration Grants

For Planning and Demonstration Grants, award amounts will be based on total estimated project costs, with an expected minimum of \$100,000 in SS4A funding and an expected maximum of \$10,000,000 in SS4A funding for all applicants. The Department expects larger award amounts for a metropolitan planning organization (MPO), an application comprised of a multijurisdictional group of entities that is regional in scope (e.g., a multijurisdictional group of counties, a council of governments and cities within the same region), or those who are conducting activities in a large geographic area. The Department will consider applications with funding requests under the expected minimum award amount but reserves the right to not award applicants requesting less than \$100,000 if the budget is determined to be inadequate for the scope of the activities. DOT reserves the right to make Planning and Demonstration Grant awards less than the total amount requested by the applicant.

iv. Implementation Grants

For Implementation Grants, DOT expects the minimum award will be \$2,500,000 in SS4A funding and the maximum award will be \$25,000,000 in SS4A funding. DOT reserves the right to make Implementation Grant awards less than the total amount requested by the applicant.

4. Start Dates and Period of Performance

DOT expects to obligate SS4A award funding via a signed grant agreement between the Department and the recipient, as flexibly and expeditiously as possible, within 12 months after awards have been announced. In support of award recipients with less familiarity with administering a Federal grant, the Department established a SS4A Technical Assistance Center to assist award recipients with Federal requirements. Applicants who have never received Federal funding from DOT before are also encouraged to partner with eligible applicants within the same region, such as an MPO, that have established financial relationships with DOT and knowledge of Federal grant administration requirements. While States are not eligible applicants and cannot be a co-applicant (which includes State Departments of Transportation and similar State-level entities), eligible applicants are encouraged to separately coordinate with States and other entities experienced with administering Federal grants, outside of the SS4A grant award process, to ensure effective administration of a grant award. The expected period of performance for Planning and Demonstration Grant agreements is between 12 months and 5 years, depending on the scope and extent of the grant activities. The period of performance for Planning and Demonstration Grant and Implementation Grant agreements may not exceed 5 years.

5. Data Collection Requirements

Under BIL, the Department shall post on a publicly available website best practices and lessons learned for preventing roadway fatalities and serious injuries pursuant to strategies or interventions implemented under SS4A. Additionally, DOT shall evaluate and incorporate, as appropriate, the effectiveness of strategies and interventions implemented under the SS4A grant program.¹⁴ The Department intends to measure safety outcomes through a combination of grant agreement activities and data collections, DOT data collections already underway, and program evaluations separate from the individual grant agreements in accordance with Section F.3.iii. The grant data-collection requirements reflect the need to build evidence of noteworthy strategies and what works. The Department expects to use the data and outcome information collected before and after evaluations. See Section F for more information about post-award reporting requirements.

¹⁴ BIL specifically cites *Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices, Ninth Edition*, or any successor document, but DOT also is to consider applied research focused on infrastructure and operational projects and strategies.

C. Eligibility Information

1. Eligible Applicants

Eligible applicants for SS4A grants are:

- (1) a metropolitan planning organization (MPO);
- (2) a political subdivision of a State or territory;
- (3) a federally recognized Tribal government; and
- (4) a multijurisdictional group of entities described in any of the aforementioned three types of entities.

A multijurisdictional group of entities described in (4) should identify a lead applicant as the primary point of contact. For the purposes of this NOFO, a **political subdivision of a State** under (2), above, is defined as a unit of government under the authority of State law. This includes cities, towns, counties, special districts such as public universities, and similar units of local government. A transit district, authority, or public benefit corporation is eligible if it was created under State law, including transit authorities operated by political subdivisions of a State. Non-profits are not eligible applicants unless created under State law with roadway safety and/or planning responsibilities equivalent to a political subdivision of a State. States are not eligible applicants.

An eligible applicant for an Implementation Grant must also meet at least one of these conditions:

- (1) have ownership and/or maintenance responsibilities over a roadway network;
- (2) have safety responsibilities that affect roadways; or
- (3) have agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.

For the purposes of this NOFO, an applicant's jurisdiction is defined as the U.S. Census tracts where the applicant operates or performs their safety responsibilities.

2. Cost Sharing or Matching

The Federal share of an SS4A grant may not exceed 80 percent of total eligible project costs. Recipients are required to contribute a local matching share of no less than 20 percent of total eligible project costs. Unless otherwise authorized by statute, all matching funds must be from non-Federal sources. Tribal Transportation Program and Tribal Transportation Program Safety Funds may be used as non-Federal match. Matching funds may include funding from the applicant, or other eligible non-Federal sources. Applicants that intend to combine SS4A funds with Title 23, U.S.C. funds should expect a significant delay in executing a grant agreement. **Up to \$200,000 in non-Federal match is waived for eligible applicants located in the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands per Public Law 96-205, Title VI, Section 601, as amended and consistent with OMB Controller Alert-23-04, Waiving Matching Fund Requirements for Insular Areas.**

In accordance with 2 CFR § 200.306, grant recipients may use in-kind or cash contributions toward local match requirements so long as those contributions meet the requirements under 2 CFR § 200.306(b). Any in-kind contributions used to fulfill the cost-share requirement for both Planning and Demonstration Grants and Implementation Grants must:

- Be in accordance with the cost principles in 2 CFR § 200 Subpart E;
- Include documented evidence of completion within the period of performance; and
- Support the execution of the eligible activities in Section C.4.

SS4A funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted. Grant agreements are expected to be administered on

a reimbursement basis, and at the Department’s discretion alternative funding arrangements may be established on a case-by-case basis.

3. Grant Eligibility Requirements

If an applicant is eligible for both a Planning and Demonstration Grant and an Implementation Grant, the applicant must choose between applying for a Planning and Demonstration Grant or an Implementation Grant—~~not both—~~~~per application deadline~~. An eligible Implementation Grant applicant may submit only one Implementation Grant application to the funding opportunity. Implementation Grant applicants may request funds to bundle supplemental planning and demonstration activities as described in Section A.2.i to update an Action Plan, with funds to implement projects and strategies. ~~If an Implementation Grant applicant is not selected for funding, the applicant may subsequently reapply for a Planning and Demonstration Grant as long as they submit their application on or before the last Planning and Demonstration Grant deadline of August 29.~~

An eligible Planning and Demonstration Grant applicant may apply multiple times but can receive only one award from the funding opportunity. Planning and Demonstration Grant applicants that applied in earlier deadlines and were not selected for an award may reapply again to this NOFO as long as they submit their application on or before the last Planning and Demonstration Grant deadline of August 29. Planning and Demonstration Grant funding recipients are not precluded from applying in future funding rounds. SS4A award recipients from FY 2022 and 2023 are eligible to apply in FY 2024.

i. Planning and Demonstration Grant Eligibility Requirements

Eligibility requirements are contingent on whether an applicant is requesting funds to develop a new Action Plan, conduct supplemental planning to update an existing Action Plan, and/or carry out demonstration activities to inform the development of or update to an Action Plan. Any applicant that meets the eligibility requirements may apply for a Planning and Demonstration Grant to develop an Action Plan. Applicants applying to develop an Action Plan may also bundle supplemental planning and demonstration activities into their funding request. Applicants with an existing Action Plan may also apply to update their Action Plan. The development of an Action Plan must include all relevant road users and be at a broad, systemic geographic level (e.g., the entire eligible applicant’s jurisdiction, and cannot be for a few road segments within a jurisdiction). Corridor-level or site-specific studies are considered to be supplemental planning and are not a comprehensive safety action plan.

If a higher-level jurisdiction (e.g., an MPO or county would be a higher-level jurisdiction for a city or town) has an existing plan in place, or is in the process of completing an Action Plan, an eligible applicant can apply for supplemental planning or demonstration activities without its own plan as long as: 1) the higher-level jurisdiction’s Action Plan’s geographic boundaries covers the eligible applicant’s jurisdiction; 2) the proposed activities are coordinated with the high-level jurisdiction, and the application demonstrates such coordination; and 3) the activities will inform the Action Plan of the higher-level jurisdiction. An application may be deemed duplicative if requesting funds to either develop a new Action Plan when another jurisdiction is already preparing an Action Plan in the same area using FY22 or FY23 funding or is developing a new Action Plan in the same area as another FY24 application. Duplicative funding requests to develop a new Action Plan will be identified and assessed for merit within the context of other jurisdictions and their planning activities. The Department encourages complementary but distinctive activities, including but not limited to demonstration activities that will help inform the development of an Action Plan.

ii. Implementation Grant Eligibility Requirements

To apply for an Implementation Grant, the applicant must certify that they have an existing plan that is substantially similar to an Action Plan. The plan or plans must be uploaded as an attachment to the application or provided as web links to publicly available sites. Applicants should use the [Self-Certification Eligibility Worksheet](#) to determine eligibility.¹⁵ The existing plan must be focused, at least in part, on the roadway network within the applicant’s jurisdiction. The components required for an existing plan to be substantially similar to an Action Plan

¹⁵ <https://www.transportation.gov/grants/ss4a/self-certification-worksheet>.

may be found in multiple plans. State-level Action Plans (e.g., a Strategic Highway Safety Plan required in 23 U.S.C. § 148, State Highway Safety Plans required in 23 U.S.C. § 402, Commercial Vehicle Safety Plans required in 49 U.S.C. § 31102) as well as Public Transportation Agency Safety Plans in 49 U.S.C. § 5329 cannot be used as an established plan to apply for an Implementation Grant. If another jurisdiction (e.g., an MPO, county) has an existing plan in place that meets the plan eligibility requirements, an eligible applicant covered within the Action Plan’s geographic boundaries could apply without its own plan as long as the other eligibility requirements are met.

Further, Implementation Grant applicants who meet any of the following conditions must update their Action Plan during the execution of a grant agreement to align with all the Comprehensive Safety Action Plan components in Table 1 as a condition to receiving SS4A funds:

- Self-Certification Eligibility Worksheet areas that include a “no” response;
- Safety focus in the qualifying Action Plan does not include all road users, including pedestrians, bicyclists, and motor vehicle safety; or
- Action Plans last updated more than 3 years ago (to apply in the first place, applicants must have a plan that was finalized and/or last updated between 2019 and April 2024)

Implementation Grant applicants are encouraged to request supplemental planning funding in their application to complete missing components of an existing plan but may choose to complete such activities without Federal funding.

4. Eligible Activities and Costs

i. Eligible Activities

Broadly, eligible activity costs must comply with the cost principles set forth in 2 CFR, Subpart E (i.e., 2 CFR § 200.403 and § 200.405). DOT reserves the right to make cost eligibility determinations on a case-by-case basis. Eligible activities for grant funding include the following three elements:

- A. Developing a comprehensive safety action plan or Action Plan (i.e., the activities in Table 1, as well as the supplemental planning and demonstration activities described in Section A.2);
- B. Conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and
- C. Carrying out projects and strategies identified in an Action Plan.

For Implementation Grants, activities *must* include element (C) “carrying out projects and strategies identified in an Action Plan,” and *may* include element (B) “conducting planning, design, and development activities for projects and strategies identified in an Action Plan” and/or element (A) “supplemental planning or demonstration activities.” Projects and strategies identified in element (C) must be either infrastructure, behavioral, or operational activities identified in the Action Plan, and must be directly related to addressing the safety problem(s) identified in the application and Action Plan. Applicants may “bundle” different projects, strategies, supplemental planning, and/or demonstration activities into one Implementation Grant application, even if they address different safety problems or are located in different areas. Funding requests for (B) planning, design, and development activities for a project or strategy must be directly connected to the completion of the (C) projects and strategies funded through the Implementation Grant application. Examples of eligible Implementation Grant activities are listed on the SS4A website located at <https://www.transportation.gov/grants/SS4A>. The following activities are **not** eligible for element (C) “projects and strategies” nor demonstration activity funding:

- Projects and strategies whose primary purpose is not roadway safety.

- Projects and strategies exclusively focused on non-roadway modes of transportation, including air, rail, marine, and pipeline. Roadway intersections with other modes of transportation (e.g., at-grade highway rail crossings) are eligible activities.
- Capital projects to construct new roadways used for motor vehicles. New roadway facilities exclusively for non-motorists (e.g., a shared use path) is an eligible activity if the primary purpose is safety related.
- Infrastructure projects primarily intended to expand capacity to improve Levels of Service for motorists on an existing roadway, such as the creation of additional lanes.
- Maintenance activities for an existing roadway primarily to maintain a state of good repair. However, roadway modifications on an existing roadway in support of specific safety-related projects identified in an Action Plan are eligible activities.
- Development or implementation of a public transportation agency safety plan (PTASP) required by 49 U.S.C. § 5329. However, a PTASP that identifies and addresses risks to pedestrians, bicyclists, personal conveyance and micromobility users, transit riders, and others may inform Action Plan development.

Projects, strategies, and demonstration activities must have equity—the consistent, fair, just, and impartial treatment of all people—at their foundation. This includes traffic enforcement strategies. As part of the Safe System Approach adopted in the USDOT’s National Roadway Safety Strategy, any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. The SS4A program can be used to support safety projects and strategies that address serious safety violations of drivers (e.g., speeding, alcohol and drug-impaired driving), so long as the proposed strategies are data-driven and demonstrate a process in alignment with goals around community policing and in accordance with Federal civil rights laws and regulations.¹⁶ Funds may not be used, either directly or indirectly, to support or oppose union organizing.

ii. Project and Strategy Location

For Implementation Grants, applications must identify the problems to be addressed, the relevant geographic locations (e.g., corridors, intersections), and the projects and strategies they plan to implement based on their Action Plan or established plan. This should include specific intervention types, address common safety risk characteristics, and be located on the Action Plan’s high-injury network to the extent practicable. To provide flexibility in the implementation of projects and strategies that involve systemic safety strategies or bundling of similar countermeasures, an applicant may wait to finalize site locations as part of executing the grant agreement, if necessary, upon approval of the Department, and as long as the identified site locations are primarily on the high-injury network and designs remain consistent with the intent of the award.

D. Application and Submission Information

1. Address to Request Application Package

All grant application materials can be accessed at [Grants.gov](https://grants.gov) under opportunity number DOT-SS4A-FY24-01. Applicants must submit their applications via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2024_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2024_planning_demo/signup for Planning and Demonstration Grants under the Notice of Funding Opportunity Number cited herein. Potential applicants may also request paper copies of materials at:

Telephone: 202-366-4114
 Mail: U.S. Department of Transportation
 1200 New Jersey Avenue SE

¹⁶ For one such example, see <https://cops.usdoj.gov/RIC/Publications/cops-p157-pub.pdf>.

2. Content and Form of Application Submission

The Planning and Demonstration Grant, and the Implementation Grant, respectively, have different application submission and supporting document requirements.

i. Implementation Grant Pre-Application Submissions

A potential Implementation Grant applicant may submit a pre-application that consists of a [Self-Certification Eligibility Worksheet](#) and links or attachments to any referenced plan(s) to determine an applicant’s eligibility to apply for an Implementation Grant. A pre-application eligibility review request must submit all needed materials, including relevant documentation, to receive an eligibility determination by DOT. Pre-application submissions must be received on or before April 17, 2024, by emailing SS4A@dot.gov with the subject “Implementation Grant Eligibility Review: *Applicant Name*.” DOT expects to provide an affirmation response, or provide details as to why the plan(s) do not meet eligibility requirements, to the applicant within two weeks of receipt. Each applicant may request only one pre-application submission review. DOT will not perform pre-application reviews of full application materials nor provide feedback on the quality of the overall application.

Planning and Demonstration Grant applicants are not eligible for pre-application submission reviews.

ii. Planning and Demonstration Grant Application Submissions

The application must include the following: Standard Forms (SF); Key Information Questions; Project Narrative and Planning and Demonstration Grant Supplemental Estimated Budget. This information must be submitted via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2024_planning_demo/signup. More detailed information about each application material is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

- **Standard forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Non-Construction Programs (SF-424A), Assurances for Non-Construction Programs (SF-424B), and Disclosure of Lobbying Activities (SF-LLL). If the Federal funding amounts requested differ between forms, the amount in the SF-424 will be used to award funding. Funding requests must be in whole numbers (no cents). For the SF-424A form, portions of Section D and Section E are optional as described in the SF-424A instructions.
- **Key Information Questions:** Below is a preview list of the questions that are asked on USDOT’s automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2024_planning_demo/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 2: Example Planning and Demonstration Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 below for more information about obtaining a UEI from SAM.gov.
Eligible Entity Type	See Section C.1.
Total Applicant Jurisdiction Population	2020 U.S. Census American Community Survey.
Total Count Motor Vehicle-Involved Roadway Fatalities that includes the last 5 years of data made available in the Fatality Analysis Reporting System (FARS) during the NOFO period	From the Fatality Analysis Reporting System (FARS) for the applicant jurisdiction. Use 2017-2021 data.

Title	Instructions
Total Average Annual Fatality Rate (per 100,000 population)	The fatality rate calculated using the 5-year annual average from the <i>total count of fatalities</i> based on FARS data from 2017-2021, divided by the population of the applicant's jurisdiction based on 2020 U.S. Census ACS population data.
Total Percent of Population in Underserved Communities Census Tract(s)	The population in underserved communities should be a percentage obtained by dividing the population living in Census tracts with an Underserved Community designation divided by the total population living in the jurisdiction.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Application Type (select all that apply)	Develop a new Action Plan; Conduct Supplemental Planning to update an Action Plan; Demonstration Activities to inform development of an Action Plan.
Description of Supplemental Planning and Demonstration Activities (if relevant)	See Section A.2.i.
Total Federal Funding Request	Must be a whole number (no cents).
Total Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Funds Requested	Must be a whole number (no cents).
Total Other Federal Funds Used	Must be a whole number (no cents).
Total Project Cost	Sum of Total Federal Funding Request and Total Local share/Match.
Coordination	Questions on your application in relation to overlapping jurisdictions that received an award in FY 2022/FY 2023 or are applying for a grant in FY 2024. Required for those requesting funding to develop a new Action Plan only.

- Narrative:** In narrative form, the applicant must respond to the Planning and Demonstration Grant selection criteria described in Section E.1.i to affirm its alignment with SS4A safety considerations and address the criteria. The narrative must be no longer than 2 pages if requesting less than \$1,000,000 in Federal funds. If requesting \$1,000,000 or more in Federal funds, the narrative must be no longer than 3 pages.

For applicants requesting funding for demonstration activities to inform an Action Plan: you must provide a brief schedule showing when the activities will be in place (e.g., hardware installed, when the pilot would begin), and the start/end dates of the work. If anticipated to be a schedule constraint, applicants should include in the narrative any potential timeline implications of meetings administration requirements in Section F such as domestic preference and any required waivers, the National Environmental Policy Act requirements, as well as any applicable permitting and approval timeframes.

- **Self-Certification Eligibility Worksheet:** If only applying for supplemental planning and/or demonstration activities that will inform the update of an existing plan, applications must either demonstrate their existing plan is eligible by attaching the filled out [Self-Certification Eligibility Worksheet](#), or be in the process of developing a comprehensive safety action plan. If applying to develop a new Action Plan, applicants do not need to include the worksheet even if supplemental planning and/or demonstration activities are included.
- **Map:** The applicant must submit a map in PDF format that shows the location of the jurisdiction and highlights the roadway network under the applicant’s jurisdiction.
- **Planning and Demonstration Grant Supplemental Estimated Budget:** Applicants are required to show how different funding sources will share in each activity and present the data in whole dollars in a table similar to Table 3. The Planning and Demonstration Grant Supplemental Estimated Budget should summarize the amount of funding going toward each of the three eligible activities for a Planning and Demonstration Grant (developing a new Action Plan, conducting supplemental planning to update an existing plan, and carrying out demonstration activities to inform the development or update of an Action Plan). Applicants requesting less than \$100,000 in funding must also explain how the scope of activities will be completed with the funding amount proposed.

Table 3: Planning and Demonstration Grant Supplemental Estimated Budget

Activities	SS4A Funding Request	Total Project Cost
Itemized Estimated Costs to Develop an Action Plan		
Subtotal Budget to Develop an Action Plan	\$0.00	\$0.00
Itemized Estimated Costs to Conduct Supplemental Planning		
Supplemental Planning Activity #1	\$0.00	\$0.00
Supplemental Planning Activity #2	\$0.00	\$0.00
Supplemental Planning Activity #3	\$0.00	\$0.00
Subtotal Budget to Conduct Supplemental Planning	\$0.00	\$0.00
Itemized Estimated Costs to Carry Out Demonstration Activities		
Demonstration Activity #1	\$0.00	\$0.00
Demonstration Activity #2	\$0.00	\$0.00
Subtotal Budget to Carry Out Demonstration Activities	\$0.00	\$0.00

iii. Implementation Grant Application Submissions

The application must include the following: Standard Forms (SF); Key Information Questions; Project Narrative and Implementation Grant Supplemental Estimated Budget. This information must be submitted via Valid Eval at https://usg.valideval.com/teams/usdot_ss4a_2024_implementation/signup. More detailed information about each

application material is provided below. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

- **Standard forms:** All applicants must submit the following Standard Forms: Application for Federal Assistance (SF-424), Budget Information for Construction Programs (SF-424C), Assurances for Construction Programs (SF-424D), and Disclosure of Lobbying Activities (SF-LLL). If the Federal funding amounts requested differ between forms, the amount in the SF-424 will be used to award funding. Funding amounts must be in whole dollars (no cents).
- **Key Information Questions:** This is a preview list of the questions that are asked on USDOT’s automated proposal website at https://usg.valideval.com/teams/usdot_ss4a_2024_implementation/signup. After registering in the system, the applicant will be prompted to answer these questions on the website.

Table 4: Example Implementation Grant Application Key Information Table

Title	Instructions
Lead Applicant Name	This should be consistent with Q. 8.a. of the SF-424.
Lead Applicant Unique Entity Identifier (UEI)	See Section D.3 below for more information about obtaining a UEI from SAM.gov. ¹⁷
Eligible Entity Type	See Section C.1.
Do you have additional applicants as part of a multijurisdictional group of eligible entities?	List of additional applicants.
Total Applicant Jurisdiction Population	2020 U.S. Census American Community Survey.
Percent of Population in Underserved Communities in the project area Census Tract(s)	The population in underserved communities should be a percentage obtained by dividing the population living in project area Census tracts with an Underserved Community designation divided by the total population living in the project area(s).
Project Area Fatalities 2017-2021	Count of fatalities in the project area(s). May use source other than FARS.
Project Area Serious Injuries 2017-2021 OR Project Area Injuries Severity Unknown 2017-2021	Count of serious injuries in the project area(s). Applicants without reliable serious injury data may use suspected serious injury figures. Please cite source.
Project Title	A concise, descriptive title for the project. This should be the same title used in the SF-424 form and the application narrative.
Applicant roadway safety responsibility (select all that apply):	<ul style="list-style-type: none"> • Ownership and/or maintenance responsibilities over a roadway network; • Safety responsibilities that affect roadways; • Have an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction
Roadway users that this project will <u>significantly</u> benefit (check one that best applies)	<ul style="list-style-type: none"> • Pedestrian and Bicycle • Roadway • Transit
Does your project include Demonstration Activities?	See Section A.2.i.

¹⁷ <https://sam.gov/content/home>

Title	Instructions
Would you consider accepting funding for only demonstration activities and/or supplemental planning?	Yes, no, n/a.
Total Federal Funding Request	Must be a whole number (no cents).
Total Non-Federal Share	Must be equal to, or greater than, 20% of total project cost.
Total SS4A Funds Requested	Must be a whole number (no cents).
Total Other Federal Funds Used	Must be a whole number (no cents).
Total Project cost	Sum of Total Federal Funding Request and Total Local share/Match.
Total Federal Funds Allocated to Underserved Communities	Funds to be spent in Census tracts identified as underserved through the Climate and Economic Justice Screening Tool.
Supplemental Planning Activities (A) Federal Funding Request	
Supplemental Planning Activities (A) Total Project Costs	
Planning, Design, and Development Activities for Projects/Strategies (B) Federal Funding Request	
Planning, Design, and Development Activities for Projects/Strategies (B) Total Project Costs	
Carrying Out Projects and Strategies (C) Federal Funding Request	
Carrying Out Projects and Strategies (C) Total Project Costs	
Existing Comprehensive Safety Action Plan (or equivalent)	Link to or attachment

a) Narrative

The Department recommends that the narrative follows the outline below to address the program requirements and assist evaluators in locating relevant information. The narrative may not exceed 12 pages in length, excluding cover pages and the table of contents. The [Self-Certification Eligibility Worksheet](#) and Budget sections do not count toward the 12-page limit. Appendices may include documents supporting assertions or conclusions made in the 12-page narrative and also do not count toward the 12-page limit. Implementation Grant applications that include supplemental planning and demonstration activities may submit up to 2 additional pages—14 pages total—if they are focused solely on responding the Supplemental Planning and Demonstration Activities selection criterion (see Section E.1.ii). If possible, website links to supporting documentation should be provided rather than copies of these supporting materials. If supporting documents are submitted, applicants should clearly identify within the narrative the relevance of each supporting document. Letters of support will only be considered if they are submitted with the application as one consolidated set of support letters in one supporting attachment.

I. Overview	See D.2.ii.a.I
II. Location	See D.2.ii.a.II
III. Response to Selection Criteria	See D.2.ii.a.III and Section E.1.ii
IV. Project Readiness	See D.2.ii.a.IV

I. Overview

This section should provide an introduction and describe the safety context, jurisdiction, and any high-level background information that would be useful to understand the rest of the application.

II. Location

This section of the application should describe the jurisdiction’s location, the jurisdiction’s high-injury network or equivalent geospatial identification (geographic or locational data using maps) of higher risk locations, and potential locations and corridors of the projects and strategies. Note that the applicant is not required to provide exact locations for each project or strategy; rather, the application should identify which geographic locations are under consideration for projects and strategies to be implemented and what analysis will be used in a final determination.

III. Response to Selection Criteria

This section should respond to the criteria for evaluation and selection in Section E.1.ii of this Notice and include a compelling narrative to highlight how the application aligns with criteria #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; #5 Supplemental Planning and Demonstration Activities (only if applying for supplemental planning and/or demonstration activities).

The applicant must respond to each of the four criteria #1-4 and respond to criterion #5 if applying for supplemental planning and/or demonstration activities. Applicants are not required to follow a specific narrative format, but the structure should clearly identify the narrative associated with each selection criterion. Note, criterion #1 Safety Impact includes “implementation cost” information, which will be described in the Budget Table and Key Information Table. The Federal funding requested per person(s) killed or seriously injured from 2017-2021 is determined through information provided in the Key Information Table.

IV. Project Readiness

The applicant must provide information to demonstrate the applicant’s ability to substantially execute and complete the full scope of work in the application proposal within 5 years of when the grant agreement is executed, with a particular focus on design and construction, as well as environmental, permitting, and approval processes. Applicants should indicate if they will be seeking permission to use roadway design standards that are different from those generally applied by the State in which the project is located. As part of this portion of the narrative, the applicant must include a detailed activity schedule that identifies all major project and strategy milestones. Examples of such milestones include State and local planning approvals; start and completion of National Environmental Policy Act (NEPA) and other Federal environmental reviews and approvals including permitting; design completion; right of way acquisition; approval of plans, specifications, and estimates; procurement; State and local approvals; public involvement; partnership and implementation agreements; and construction. Environmental review documentation should describe in detail known project impacts and possible mitigation for those impacts. When a project results in impacts, an award recipient must take steps to engage the public. At a minimum, the project readiness narrative and detailed project activity schedule must include the applicability and disposition of: NEPA and Federal environment reviews and approvals; utility relocation; and right-of-way acquisition. For additional guidance and resources, visit <https://www.transportation.gov/grants/SS4A>.

b) *Self-Certification Eligibility Worksheet*

Attach a completed [Self-Certification Eligibility Worksheet](#).

c) *Implementation Grant Supplemental Estimated Budget*

This section of the application should describe the budget for the SS4A proposal. Applicants are required to submit an Implementation Grant Supplemental Estimated Budget that provides a high-level overview of estimated activity costs, as organized by all major cost elements. The budget shall provide itemized estimates of the costs by separating different locations and/or different sets of proposed projects and strategies that address a similar safety problem. This information should include capital costs for infrastructure safety improvements and costs associated with behavioral and operational safety projects and strategies. The section should also distinguish between the three eligible activity areas: (A) supplemental planning and demonstration activities in support of an existing Action Plan; (B) conducting planning, design, and development activities for projects and strategies identified in an Action Plan; and (C) carrying out projects and strategies identified in an Action Plan.

Implementation Grant Supplemental Estimated Budgets should show how different funding sources will share in each activity and present the data in whole dollars. Funding sources should be grouped into three categories: non-Federal, SS4A funds, and other Federal, with specific amounts for each funding source. Estimated costs or value of in-kind matches should also be provided. The budget should show how each source of funds will be spent. This budget should not include any previously incurred expenses, or costs to be incurred before the time of award and obligation because these expenses are not eligible for reimbursement or cost-sharing. DOT requires applicants use form SF-424C, and the applicant must also provide the information in Table 4 below. This table should be completed in a manner consistent with the SF-424 and SF-424C in terms of total project cost, federal share, and cost sharing/match.

Table 5: Supplemental Estimated Budget Table

Activities	SS4A Funding Request	Other Federal Funding	Total Project Cost	SS4A Funds to Underserved Communities
Itemized Estimated Costs of the (A) supplemental action plan activities				
Item #1	\$0.00	\$0.00	\$0.00	
Item #2	\$0.00	\$0.00	\$0.00	
Subtotal Budget for (A) supplemental action plan activities	\$0.00	\$0.00	\$0.00	\$0.00
Itemized Estimated Costs of the (B) planning, design, and development activities				
Location or Project #1	\$0.00	\$0.00	\$0.00	\$0.00
Individual Component for #1	\$0.00	\$0.00	\$0.00	
Individual Component for #1	\$0.00	\$0.00	\$0.00	
Location or Project #2	\$0.00	\$0.00	\$0.00	\$0.00
Individual Component for #2	\$0.00	\$0.00	\$0.00	

Activities	SS4A Funding Request	Other Federal Funding	Total Project Cost	SS4A Funds to Underserved Communities
Individual Component for #2	\$0.00	\$0.00	\$0.00	
Subtotal Budget for (B) conducting planning, design, and development activities	\$0.00	\$0.00	\$0.00	\$0.00
Itemized Estimated Costs of the (C) proposed projects and strategies				
Location or Project #1	\$0.00	\$0.00	\$0.00	\$0.00
Individual Component for #1	\$0.00	\$0.00	\$0.00	
Individual Component for #1	\$0.00	\$0.00	\$0.00	
Location or Project #2	\$0.00	\$0.00	\$0.00	\$0.00
Individual Component for #2	\$0.00	\$0.00	\$0.00	
Individual Component for #2	\$0.00	\$0.00	\$0.00	
Subtotal Budget for (C) carrying out projects and strategies	\$0.00	\$0.00	\$0.00	\$0.00

3. Unique Entity Identifier and System for Award Management (SAM)

Each applicant is required to (i) be registered in SAM (<https://sam.gov/content/home>) before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. DOT may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time DOT is ready to make an award, DOT may determine that the applicant is not qualified to receive an award and use that determination as a basis for making an award to another applicant.

4. Submission Dates and Times

This NOFO has multiple application deadlines depending on the grant type.

Planning and Demonstration Grant applicants have three deadlines:

- Thursday, April 4, 2024, 5:00 PM (EDT)
- Thursday, May 16, 2024, 5:00 PM (EDT)
- Thursday, August 29, 2024, 5:00 PM (EDT)

Implementation Grant applications must be submitted by 5:00 PM EDT on Thursday, May 16, 2024. Pre-application submissions to review an applicant's [Self-Certification Eligibility Worksheet](#) must be received on or before April 17, 2024

Late applications received after the deadlines will not be considered under that deadline unless there is a technical issue directly caused by the online submission proposal system (Valid Eval), and the applicant contacts Valid Eval at support@valideval.com describing the technical issue no less than 4 hours before the deadline. Planning and Demonstration Grant applications that are received after the first deadline (and before the second deadline) will be treated as being submitted under the second deadline; Planning and Demonstration Grant applications that are received after the second deadline (and before the third deadline) will be treated as being submitted under the third deadline.

5. Funding Restrictions

Per BIL requirements, not more than 15 percent of the \$1 billion in FY 2024 funds made available to carry out the SS4A program may be awarded to eligible applicants in a single State.¹⁸ In addition, **30** percent of the total funds made available in FY 2024 and **\$161,494,000 of the \$261,494,000** ~~at \$256,687,000~~ of the funds carried over from FY 2023 must be awarded for developing an Action Plan, including supplemental planning to update an existing Action Plan, or demonstration activities to inform the development or update of an Action Plan. **Thus, a total of \$461,494,000** ~~\$656,687,000~~ **is available for Planning and Demonstration grants under this NOFO.** Due in part to these restrictions, in FY 2023, most eligible applicants requesting funds for a Planning and Demonstration Grant were awarded, while about 20 percent of Implementation Grant applications were awarded funds to implement projects and strategies.

This NOFO contains multiple deadlines. Funds will be awarded to applications submitted after each deadline. Funding awards in later deadlines will be contingent on the availability of remaining funds.

6. Other Submission Requirements

The format of the Section D.2 application submission should be in PDF format, with font size no less than 12-point Times New Roman, margins a minimum of 1 inch on all sides, and include page numbers. The necessary file formats for each application component will be displayed on the Valid Eval intake site.

The complete application must be submitted via Valid Eval, an online submission proposal system used by USDOT at https://usg.valideval.com/teams/usdot_ss4a_2024_implementation/signup for Implementation Grant applicants, and https://usg.valideval.com/teams/usdot_ss4a_2024_planning_demo/signup for Planning and Demonstration Grant applicants.

E. Application Review Information

1. Selection Criteria

This section specifies the criteria DOT will use to evaluate and select applications for SS4A grant awards. The Department will review merit criteria for all complete applications from eligible applicants. Planning and Demonstration Grants, and Implementation Grants, respectively, each have their own set of application review and selection criteria.

i. Planning and Demonstration Grant Selection Criteria

For Planning and Demonstration Grants, the Department will use three evaluation criteria. The Department will evaluate quantitative data in two selection criteria areas: #1 Safety Impact; and #2 Equity. The Department will also assess the narrative for #3 Additional Safety Context. Costs will also be considered.

¹⁸ Funding for Tribal lands will be treated as their own State and will not count toward a State's 15% limit.

Selection Criterion #1: Safety Impact

The activities are in jurisdictions that will likely support a significant reduction or elimination of roadway fatalities and serious injuries involving various road users, including pedestrians, bicyclists, public transportation users, personal conveyance and micromobility users, motorists, and commercial operators, within the timeframe proposed by the applicant. The Department will assess safety impact using two quantitative ratings:

- The count of roadway fatalities from 2017-2021 data based on DOT's FARS data, an alternative traffic crash dataset, or a comparable data set with roadway fatality information.¹⁹
- The fatality rate, which is calculated using 5-year annual average from the total count of fatalities (based on FARS data or an alternative traffic crash dataset from 2017-2021) divided by the population of the applicant's jurisdiction based on 2020 ACS population data from the U.S. Census. The rate should be normalized per 100,000 persons.

Selection Criterion #2: Equity

The activities will ensure equitable investment in the safety needs of underserved communities in preventing roadway fatalities and injuries, including rural communities. The Department will assess the equity criterion using one quantitative rating:

- The percentage of the population in the applicant's jurisdiction that resides in an Underserved Community Census tract.²⁰ Population of a Census tract, either a tract that is Underserved Community or not, must be based on 2020 ACS population data from the U.S. Census.

Selection Criterion #3: Additional Safety Context

The applicant must address these considerations in narrative form. The Department will assess whether the applicant has: described the scope of work to be performed; the roadway safety issues that necessitate further Action Plan development, supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety and equity; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities to inform the development of an Action Plan will also be assessed as to whether their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation are described.

Additional Consideration: Budget Costs

The Department will assess the extent to which the budget and costs to perform the activities required to execute the Planning and Demonstration Grant are reasonable, necessary, and allocable based on 2 CFR § 200.404 and 405, and the extent to which the application delineates the breakdown of Federal funds requested between developing an Action Plan, conducting supplemental planning to update an existing plan, and/or carrying out demonstration activities to inform the development or update of an Action Plan. The Department will also review whether costs are reasonable and adequate if the amount requested is under \$100,000.

¹⁹ <https://cdan.dot.gov/query>

²⁰ <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/Applicant-Explorer/>

Award Consideration: High Fatality Rates

In support of the legislative consideration to fund activities that will significantly reduce fatalities and serious injuries the Department may prioritize SS4A Planning and Demonstration Grant applications with a quantitative fatality rate of 17.0 fatalities per 100,000 persons or greater. A non-exhaustive list of eligible applicants that would receive this award consideration is located here: <https://www.transportation.gov/grants/SS4A/fatality-rate-consideration>.

ii. Implementation Grant Selection Criteria

Implementation Grants have five merit criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals; and #5 Supplemental Planning and Demonstration Activities. DOT will only evaluate selection criterion #5 Supplemental Planning and Demonstration Activities for Implementation Grant applicants requesting funds to conduct supplemental planning and/or carry out demonstration activities. Two considerations will also be used in the selection process: Project Readiness, and Additional Considerations. The response to each criterion, to the extent practicable, should be aligned with the applicant's Action Plan. Below describes the specific content the applicant should respond to for each of these criteria.

Selection Criterion #1: Safety Impact

DOT will assess whether the proposal is likely to: significantly reduce or eliminate roadway fatalities and serious injuries; employ low-cost, high-impact strategies over a wide geographic area; and include evidence-based projects and strategies. Safety impact is the most important criterion and will be weighed more heavily in the review and selection process. The Department will assess the applicant's description of the safety problem, safety impact assessment, and costs as part of the Safety Impact criterion:

- Description of the safety problem. DOT will assess the extent to which:
 - The safety problem to be addressed is described, including historical trends, fatal and serious injury crash locations, contributing factors, and crash types by category of road user.
 - Crashes and/or crash risk are displayed in a high-injury network, hot spot analysis, or similar geospatial risk visualization.
 - Project and strategy locations are described in relation to the high-injury network and geospatial information.
 - Safety risk is summarized from risk models, hazard analysis, the identification of high-risk roadway features, road safety audits/assessments, near miss data, and/or other proactive safety analyses.
- Safety impact assessment. DOT will assess the extent to which projects and strategies:
 - Align with and comprehensively address the identified safety problems.
 - Are primarily on a high-injury network or address high-risk roadway features correlated with severe crash types.
 - Significantly reduce or eliminate roadway fatalities and serious injuries involving various road users.
 - Use low-cost, high-impact strategies and projects over a wide geographical area.
 - Use evidence-based, Proven Safety Countermeasures or other effective safety countermeasures to significantly improve existing roadways.²¹
 - Use evidence-based Countermeasures that Work with four or five stars to address persistent behavioral safety issues and consider equity in their implementation.²²

²¹ <https://safety.fhwa.dot.gov/provencountermeasures/>

²² https://www.nhtsa.gov/sites/nhtsa.gov/files/2021-09/Countermeasures-10th_080621_v5_tag.pdf

- Measure safety impact through models, studies, reports, proven noteworthy practices, Crash Modification Factors (CMF), and other information on project and strategy effectiveness.
- Will have safety benefits that persist over time.²³
- Implementation Costs. DOT will assess the extent to which the projects and strategies:
 - Efficaciously address past traffic fatalities and serious injuries per \$1 million in funds requested, with data clearly tied to the location and relevant crash type(s). Injuries will be weighted and combined with fatalities to assess this figure in relation to the Federal funding request.²⁴
 - Are itemized and summarized in a logical manner, including capital costs for infrastructure, behavioral, and operational safety improvements.

Selection Criterion #2: Equity, Engagement, and Collaboration

This criterion supports the legislative requirements to assess the extent to which the application ensures the equitable investment in the safety needs of underserved communities and demonstrates engagement with a variety of public and private stakeholders. The response to this criterion should focus on equity, engagement, and collaboration in relation to the implementation of the projects and strategies. DOT will assess the extent to which projects and strategies:

- Ensure equitable investment in underserved communities in preventing roadway fatalities and serious injuries, including rural communities.
- Consider key population groups (e.g., people in underserved communities, children, seniors, Black, Latino, Indigenous and Native Americans, Asian Americans and Pacific Islanders, other persons of color, persons with disabilities, persons who live in rural areas) to ensure the impact to these groups is understood and addressed.
- Include equity analysis, both quantitative and qualitative, and stakeholder engagement in underserved communities as part of the development and implementation process.²⁵
- Included or will include meaningful engagement with the public, including with disadvantaged communities, during all phases of the project such as planning, design, construction, and implementation.
- Leverage partnerships within their jurisdiction, with other government entities, non-governmental organizations, the private sector, academic institutions, and/or other relevant stakeholders to achieve safety benefits while preventing unintended consequences for persons living in the jurisdiction.
- Align with the equity analysis performed as part of the development of an existing Action Plan, and decrease existing disparities identified through equity analysis.
- Are location areas with cumulative burden experiences as identified through the DOT's Equitable Transportation Community Explorer five component areas.²⁶

²³ <https://highways.dot.gov/safety/data-analysis-tools>

²⁴ The weighting will use the Benefit Cost Analysis Guidance: <https://www.transportation.gov/mission/office-secretary/office-policy/transportation-policy/benefit-cost-analysis-guidance>. One fatality equals 20.9 serious injuries, or 55.2 injured severity unknowns.

²⁵ See Table 1 under “Equity Considerations” for what equity analysis entails.

²⁶ The DOT Equitable Transportation Community Explorer can be found at <https://experience.arcgis.com/experience/0920984aa80a4362b8778d779b090723/page/ETC-Explorer---National-Results/>. The five components are climate & disaster risk burden; environmental burden; health vulnerability; social vulnerability; and transportation insecurity.

Selection Criterion #3: Effective Practices and Strategies

DOT will assess the extent to which the applicant demonstrates how the projects and strategies are reflective of established policies, guidelines, standards, and practices to promote systemic safety improvements. DOT will assess the extent to which the projects and strategies:

- Reflect established policies, guidelines, and standards that improve safety decision making.
- Incorporate an existing Complete Streets Policy that prioritizes safety in standard agency procedures and guidance, or other roadway safety policies that have eliminated barriers to prioritizing the safety of all users.
- Consider the impacts of land use and the built environment to promote safe transportation design.
- Encompass at least three of the five Safe System Approach elements in the National Roadway Safety Strategy (Safer People, Safer Roads, Safer Speeds, Safer Vehicles, and Post-Crash Care) to address the identified safety problem.
- Include a mix of infrastructure, behavioral, operational, and/or post-crash safety activities.
- Incorporate technologies that promote safety and/or equity.
- Improve safety for all road users along a roadway by providing accessible facilities (e.g., Public-Rights-of-Way Accessibility Guidelines [PROWAG]) and correcting barriers to individuals with disabilities.²⁷
- Are coordinated with, or support, State-identified safety priorities in the State Strategic Highway Safety Plan and its Vulnerable Road User Safety Assessment.

Selection Criterion #4: Other DOT Strategic Goals

This program's focus on equity and safety is also advanced by considerations of how applications address climate and sustainability considerations, as well as whether applications support economic competitiveness. DOT will assess the extent to which the projects and strategies use safety strategies to support the Departmental strategic goals of climate change, sustainability, workforce, and economic competitiveness, and the extent to which the proposal is expected to:

Climate and Sustainability

- Reduce motor vehicle-related pollution such as air pollution and greenhouse gas emissions.
- Increase safety of lower-carbon travel modes such as public transit, micromobility and active transportation (e.g., people biking and walking).
- Improve multimodal transportation systems that incorporate affordable transportation options such as public transit, micromobility, and active transportation such as walking and biking to transit stops and stations.
- Reduce the lifecycle greenhouse gas emissions from the project materials such as the use of lower-carbon pavement and construction materials.
- Support fiscally responsible land use and transportation efficient design to make it convenient to take fewer or shorter trips, and/or reduces greenhouse gas emissions through land use and zoning reform.
- Includes evidence-based climate resilience measures or features such as enhanced storm water management practices, and nature-based solutions that improve the built and/or natural environment.
- Benefit communities most vulnerable to climate change impacts, and follows the Federal Flood Risk Management Standard.

Economic Competitiveness

- Lead to increased economic or business activity due to enhanced safety features for all road users.

²⁷ <https://www.access-board.gov/prowag/>

- Increase mobility and expand connectivity for all road users to critical community services such as education and healthcare, jobs, and business opportunities, especially for people in underserved communities.
- Address the unique challenges rural and Tribal communities face related to mobility and economic development, including isolation and transportation cost burden.

Workforce

- For skilled construction labor needed on the project, incorporate strong labor standards (e.g., wages and benefits at or above prevailing; use of project labor agreements, registered apprenticeship programs).
- For non-construction work on the project, commit to supporting training opportunities as part of the project, including pre-apprenticeship or apprenticeship readiness programs and youth service, with a description of how training and job opportunities on the project will lead into registered apprenticeship or good-paying jobs.
- Track and publish aggregate workforce data, including information on demonstrating that employment opportunities are available to historically underserved workers in the community.
- Include Local inclusive economic development and entrepreneurship such as utilization of Disadvantaged Business Enterprises, Minority-owned Businesses, Women-owned businesses, or 8(a) firms.

Selection Criterion #5: Supplemental Planning and Demonstration Activities

Implementation Grant applicants should only respond to this selection criterion if supplemental planning and/or demonstration activities are included in the application. DOT will assess whether the applicant has described the scope of supplemental planning or demonstration work to be performed; the roadway safety issues that necessitate further Action Plan development, including supplemental planning, and /or demonstration activities, as applicable; and how the funded activities will inform an Action Plan and support the identification of projects and strategies that will:

- Lead to a significant reduction or elimination of roadway fatalities and serious injuries involving various road users;
- Employ low-cost, high-impact strategies that can improve safety over a wider geographical area;
- Involve engaging with a variety of public and private stakeholders;
- Adopt innovative technologies to promote safety and equity; and
- Be evidence-based or build evidence around what works.

Applicants applying to carry out demonstration activities will also be assessed as to whether their approach to measuring the potential benefits of the demonstration activities through data collection and evaluation are described.

Consideration: Project Readiness

Applications will be reviewed for Project Readiness, which will be a consideration for application selection. Project Readiness focuses on the extent to which the applicant will be able to substantially execute and complete the full scope of work in the Implementation Grant application within 5 years of when the grant agreement is executed. This includes information related to required design and construction standards, as well as environmental, permitting, and approval processes. DOT will evaluate the extent to which the application:

- Documents all applicable local, State, and Federal requirements.
- Includes information on activity schedule, required permits and approvals, the National Environmental Policy Act (NEPA) class of action and status, State Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) status (if applicable), public involvement, right-of-way

acquisition plans, procurement schedules, multi-party agreements, utility relocation plans and risk and mitigation strategies, as appropriate.

- Is reasonably expected to begin any construction-related projects in a timely manner consistent with all applicable local, State, and Federal requirements.

Award Considerations:

The Department may consider the following when selecting SS4A Implementation Grant awards:

- The percentage of Implementation Grant funds that will be spent in, and provide safety benefits to, locations in Census tracts designated as underserved communities as defined by this NOFO.²⁸
- Whether the applicant is in a rural area.
- Whether the applicant is identified as a priority community within the federal Thriving Communities Network.²⁹
- Whether the applicant would enhance the geographic diversity of Implementation Grant award recipients.
- Federal funding requests for project and strategy activities totaling \$10 million or less (i.e., the supplemental planning and demonstration activities do not count toward the \$10 million total).
- Whether the applicant has a finalized comprehensive safety action plan that includes all components in Table 1 by April 2024.
- Whether the applicant has a Killed and Serious Injuries per \$1 million in Federal funding rate is high compared to other Highly Rated applications.

2. Review and Selection Process

This section addresses the BIL requirement to describe the methodology for evaluation in the NOFO, including how applications will be rated according to selection criteria and considerations, and how those criteria and considerations will be used to assign an overall rating. The SS4A grant program review and selection process consists of eligibility reviews, merit criteria review, and Senior Review. The Secretary makes the final selections.

Among well-rated applicants, the Secretary may prioritize Implementation Grant applicants and jurisdictions that did not receive an SS4A Implementation Grant in previous funding rounds over applicants that did receive an FY 2022 or FY 2023 Implementation Grant award.

i. Planning and Demonstration Grant Review and Selection Process

a) Overall Selection Process and Ratings

The process for the application review is described below:

Teams of Department and contractor support staff will review all applications to determine eligibility based on the eligibility information in Section C.

- An eligible Planning and Demonstration Grant application received by one of the three deadlines will be reviewed for its merit based on the selection criteria in Section E.1.i.
- Planning and Demonstration Grant applications will have three different groups that are each reviewed and evaluated separately depending on when the application was submitted versus the deadline dates.
- If multiple applications are received from the same applicant, the last one submitted will be reviewed.
- Applications are rated numerically based on Merit Criteria #1 Safety Impact and #2 Equity Criteria.

²⁸ See the definition of an underserved community, which includes Census tracts identified in the OMB CEJST and DOT ETCE tools.

²⁹ Thriving Community Networks include the Rural Partner Network, Energy Communities, or DOT Thriving Communities Initiative

- The #3 Additional Safety Context criterion narrative will be reviewed and assessed, and then receive a rating of “High,” “Medium,” “Low,” or “Not Qualified.” Applications that do not address the #3 Additional Safety Context are deemed “not qualified” and will not be considered for award.
- The Teams will note which of the three Planning and Demonstration Grant activities—develop a new Action Plan, conduct supplemental planning to update an existing plan, and carry out demonstration activities to inform the development or update of an Action Plan—are requested in an application.
- To ensure that final selections will meet the statutory requirement that no more than 15 percent of program funds may be awarded to eligible applicants in one State, applications will have their State location denoted. Awards to Federally recognized Tribal governments are not counted toward this 15 percent maximum.
- The Teams will examine the locations of the applicants to identify if an applicant is requesting funds to develop an Action Plan in a geographic area that received funds to develop an Action Plan in a FY 2022 or FY 2023 grant, as well as any potential overlap in geographic boundaries in funding requests for FY 2024. DOT will assess the extent to which the application to develop an Action Plan is duplicative of existing or proposed activities and reserves the right to request applicants with duplicative funding requests to consolidate their efforts as one multijurisdictional group prior to receiving an award. DOT may decline to fund duplicative applications irrespective of their individual merits.

b) Additional Safety Context Criterion Rating Methodology

For the #3 Additional Safety Context, the Department will assess the narrative’s alignment to the selection criterion, and will determine a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	<p>The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan.</p> <p>For demonstration activities only: The narrative clearly describes how the activities will be measured and evaluated.</p>	<p>The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan.</p> <p>For demonstration activities only: The narrative describes how the activities will be measured and evaluated.</p>	<p>The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan.</p> <p>For demonstration activities only: The narrative provides minimal detail on how the activities will be measured and evaluated.</p>	<p>The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan.</p> <p>For demonstration activities only: Detail on how the activities will be measured and evaluated are not included.</p>

ii. Implementation Grant Review and Selection Process

a) Overall Selection Process and Ratings

Teams of Department and contractor support staff review all applications to determine whether they are eligible applicants based on the eligibility information in Section C. If multiple applications are received from the same applicant, the last one submitted will be reviewed. All eligible Implementation Grant applications received by the deadline will be reviewed and receive ratings for each of these criteria: #1 Safety Impact; #2 Equity, Engagement, and Collaboration; #3 Effective Practices and Strategies; #4 Other DOT Strategic Goals. Based on the criteria ratings, the Department will assign an overall application rating of “Highly Recommended,” “Recommended,” “Acceptable,” or “Not Recommended” as a result of evaluation team consensus discussion. The selection criteria are considered in numeric order of most to least important (e.g., criterion #1 Safety Impact will be considered most heavily, followed by #2 Equity, Engagement, and Collaboration as the second most important).

Implementation Grant applications that include supplemental planning or demonstration activities will also be reviewed for criterion #5 Supplemental Planning and Demonstration Activities, but it will not affect the overall Implementation Grant rating. Instead, DOT will use the information to determine whether the supplemental planning and/or demonstration activities should be funded as part of the overall project. DOT is more likely to fund, as part of an overall implementation project, supplemental planning and demonstration activities that rate well on criterion #5. Alternatively, DOT may award an Implementation Grant but exclude proposed supplemental planning or demonstration activities from the scope of the award if those activities were not rated well under criterion #5.

b) Safety Impact Criterion Rating Methodology

For the #1 Safety Impact criterion, the Department will assess three subcomponents, and for each determine a rating of “high,” “medium,” and “low,” or “non-responsive.” The three subcomponents are: the description of the safety problem; the safety impact assessment; and the implementation costs.

The sub-ratings will use the guidelines below:

	High	Medium	Low	Non-responsive
Description of the Safety Problem	The narrative and supporting information demonstrate the proposal is addressing a substantial safety problem. The narrative is well-articulated and is strongly supported by data and analysis. The narrative links the specific safety problem to relevant historical data at intervention locations and describes whether the locations are on their high-injury network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing an existing safety problem. Narrative articulates the description, is generally supported by data and analysis. The narrative links the specific safety problem to relevant historical data and refers to the high-injury network or equivalent.	The narrative and supporting information demonstrate the proposal is addressing a safety problem more minor in scope. The narrative is not well-articulated, and the supporting data and analysis are limited. The narrative provides an overall connection between the safety problem and the jurisdiction’s historical data.	The narrative and supporting information do not address a safety problem.

	High	Medium	Low	Non-responsive
Safety Impact	The projects and strategies have comprehensively addressed the safety problem. The projects and strategies proposed are highly effective, based on evidence, use a systemic approach, are mostly on a high-injury network, and have benefits that persist over time.	The projects and strategies address the safety problem. Most of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, are at least partially on a high-injury network, and have benefits that persist over time.	The projects and strategies address the safety problem to a limited degree. Some or none of the projects and strategies proposed are effective measures, based on evidence, use a systemic approach, or have benefits that persist over time.	The projects and strategies do not address the safety problem.
Implementation Costs	The costs for the implementation of the projects and strategies are clearly articulated, well-summarized, and reasonable. The projects and strategies address locations that have many historical fatalities and serious injuries, and the supporting data are clearly relevant to the crash location and type. The projects and strategies are expected to prevent a significant number of fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are summarized and appear to be reasonable. The projects and strategies address locations that have some historical fatalities and serious injuries, and the supporting data are clearly tied to the location. The projects and strategies are expected to prevent some fatalities and serious injuries per funds requested.	The costs for the implementation of the projects and strategies are not well-articulated or missing key details, and it is uncertain whether the costs are reasonable. The projects and strategies address locations that have very few to no historical fatalities and serious injuries, and the supporting data is general in nature. The projects and strategies may have minimal impact.	Cost information and/or fatality and serious injury information are not provided.

c) Other Criteria Rating Methodology

For the merit criteria #2 Equity, Engagement, and Collaboration, #3 Effective Practices and Strategies, and #4 Other DOT Strategic Goals, the Department will consider whether the application narrative is clear, direct, responsive to the selection criterion focus areas, logical, and includes specific details and examples, which will result in a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	The application is substantively responsive to the criteria, with clear, direct, and logical narrative. Compelling, specific details directly connected to the project, as well as quantified or illustrative examples, are provided.	The application is moderately responsive to the criteria, with mostly clear, direct, and logical narrative. Some details and examples are provided.	The application is minimally responsive to the criteria and is somewhat addressed in the narrative. General information is provided.	The narrative indicates the proposal is counter to the criteria or does not contain sufficient information.

All applications will receive a Project Readiness evaluation, as described below. The reviewers will use the application materials outlined in Section D to assess the applicant’s Project Readiness and will provide a rating of either “Likely” or “Unlikely.”

	Likely	Unlikely
Rating Scale	Based on the information provided in the application and the proposed scope of the projects and strategies, it is likely the applicant can complete all projects and strategies within a 5-year time horizon. Application provides information on NEPA status, utility relocation, and right-of-way acquisition.	Based on the information provided in the application and the proposed scope of the projects and strategies, it is uncertain whether the applicant can complete all projects and strategies within a 5-year time horizon. Application is missing information on NEPA status, and whether utility relocation and/or right-of-way acquisition is required.

Implementation Grant applications that include supplemental planning and/or demonstration activities will be assessed on the extent to which the narrative aligns with the selection criterion #5 Supplemental Planning and Demonstration Activities and will be evaluated to determine a rating of “high,” “medium,” “low,” or “non-responsive.”

	High	Medium	Low	Non-Responsive
Rating Scale	<p>The application is very responsive to the criteria and is expected to advance safety planning. The narrative has clear descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will strongly inform an Action Plan.</p> <p>For demonstration activities only: The narrative clearly describes how the activities will be measured and evaluated.</p>	<p>The application is responsive to the criteria and is performing safety planning activities. The narrative has descriptions of the work scope and the roadway safety problem to be addressed. The proposed approach will inform an Action Plan.</p> <p>For demonstration activities only: The narrative describes how the activities will be measured and evaluated.</p>	<p>The application is minimally responsive to the criteria. The proposed approach is weakly tied to an Action Plan.</p> <p>For demonstration activities only: The narrative provides minimal detail on how the activities will be measured and evaluated.</p>	<p>The narrative indicates the proposal is counter to the criteria, does not contain sufficient information, or is not connected to an Action Plan.</p>

iii. Senior Review Team Phase

a) Planning and Demonstration Grant Senior Review Team Phase

For the Planning and Demonstration Grants, the Secretary will review the three quantitative criteria ratings as well as the rating from the Additional Safety Context and select projects that are most advantageous to the U.S. Government’s interest. The Secretary will consult with a Senior Review Team (SRT) to make the determinations. This process will occur separately three times based on when the application is received. If a Planning and Demonstration Grant is not selected for an award, the applicant may receive a debrief from DOT and then reapply for a later deadline on or before August 29.

b) Implementation Grant Senior Review Team Phase

Once every Implementation Grant application has been assigned an overall rating based on the methodology above, all “Highly Recommended” applications will be included in a list of Applications for Consideration. The SRT will also review all “Highly Recommended” applications that received an “Unlikely” project readiness rating, and either remove those applicants from the Applications for Consideration or recommend a reduced scope to remove components that reduced the project’s readiness, so that if awarded the applicant would be likely to complete the scope of work within 5 years of the grant agreement execution. The Secretary will consider the applications with a reduced scope due to the Unlikely project readiness in the same way as applications with a “Likely” rating.

Additionally, to ensure the funding awards align to the extent practicable to the program goal of equitable investment in the safety needs of underserved communities, the SRT may review “Recommended” applications and set a threshold based on the percentage of funds that will be spent in, and provide safety benefits to, locations within underserved communities. Any “Recommended” applications at or above that threshold will be included in the proposed list of Applications for Consideration. Any “Recommended” applications that would otherwise be added to the Applications for Consideration will also receive a SRT project readiness review similar to all “Highly Recommended” applications.

For applications that would not otherwise be included on the list of Applications for Consideration, the SRT may include applications with supplemental planning and demonstration activity funding that received a “High” or “Medium” rating for selection criterion #5 Supplemental Planning and Demonstration Activities. The SRT may recommend the Secretary to fund a reduced scope of only the supplemental planning and demonstration activities for these applications.

For each grant type, the SRT will present the list of Applications for Consideration to the Secretary, either collectively or through a representative of the SRT. The SRT may advise the Secretary on any application on the list of Applications for Consideration, including options for reduced awards; the Secretary makes final selections. If an Implementation Grant application includes supplemental planning and demonstration activities, DOT may award just those activities as a standalone Planning and Demonstration Grant based on the rating received in selection criterion #5 Supplemental Planning and Demonstration Activities. The Secretary’s final selections identify the applications that best address program requirements and are most worthy of funding.

3. Additional Information

Prior to entering into a grant agreement, each selected applicant will be subject to a risk assessment as required by 2 CFR § 200.206. As part of the risk assessment, the Department must review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently the Federal Awardee Performance and Integrity Information System [FAPIIS]). An applicant may review information in FAPIIS and comment on any information about itself that a Federal awarding agency previously entered. The Department will consider comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants.

Because award recipients under this program may be first-time recipients of Federal funding, DOT is committed to implementing the program as flexibly as permitted by statute and to provide assistance to help award recipients through the process of securing a grant agreement and delivering both Planning and Demonstration Grant activities and Implementation Grant projects and strategies. Award recipients are encouraged to identify any needs for assistance in delivering the Implementation Grant projects and strategies so that DOT can provide directly, or through a third party, sufficient support and technical assistance to mitigate potential execution risks.

4. Anticipated Announcement and Federal Award Dates

The Department anticipates making three rounds of awards for this NOFO: a first round in May only focused on applications requesting Planning and Demonstration Grant awards; a second round that will encompass Implementation Grant as well as Planning and Demonstration Grant awards; and a final round by November 17 only focused on Planning and Demonstration Grant awards. .

F. Federal Award Administration Information

1. Federal Award Notices

Following the evaluation outlined in Section E, the Secretary will announce awarded applications by posting a list of selected recipients at <https://www.transportation.gov/grants/SS4A>. The posting of the list of selected award recipients will not constitute an authorization to begin performance. Following the announcement, the Department will contact the point of contact listed in the SF-424 to initiate negotiation of a grant agreement unless the applicant notifies DOT of a changed contact via SS4A.FHWA@dot.gov.

2. Administrative and National Policy Requirements

i. Climate Change and Environmental Justice

Each applicant selected for SS4A grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in Section A. Projects that have not sufficiently considered climate change and environmental justice in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619).

ii. Equity and Barriers to Opportunity

Each applicant selected for SS4A grant funding must demonstrate effort to improve equity and reduce barriers to opportunity as described in Section A. Projects that have not sufficiently considered equity and barriers to opportunity in their planning, as determined by the Department, will be required to do so before receiving funds, consistent with Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009).

iii. Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT's and the applicable Operating Administrations' Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

iv. National Environmental Policy Act of 1969 (NEPA)

Funding recipients must comply with NEPA under 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality's NEPA implementing regulations at 40 CFR §§ 1500-1508, where applicable. Obligation of Federal funds for final design, right-of-way acquisition, utility relocation, and/or construction will not occur until NEPA approval is received. In these cases, the grant agreement will require phasing, adding time delays and additional signature approvals when new phases begin.

v. Domestic Preference Requirements

As expressed in Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Infrastructure projects and demonstration activities are subject to the Build America, Buy America Act (Pub. L. No 117-58, div. G §§ 70901-70927) as clarified in OMB Memorandum M-22-11.³⁰ The Department expects all recipients to comply with this requirement. Projects under this notice will be subject to the domestic preference requirements at § 70914 of the Build America, Buy America Act.

vi. Labor and Workforce

Each applicant selected for SS4A grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. To the extent that applicants have not sufficiently considered job quality and labor rights in their planning, as determined by the Department of Labor, the applicants will be required to do so before receiving

³⁰ Pub. L. No. 117-58, division. G, Title IX, Subtitle A, 135 Stat. 429, 1298 (2021). For additional information on § 70914, see OMB-22-11. <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>

funds, consistent with Executive Order 14025, Worker Organizing and Empowerment (86 FR 22829), and Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act (86 FR 64335).

vii. Federal Contract Compliance

As a condition of grant award and consistent with EO 11246, Equal Employment Opportunity (30 FR 12319, and as amended), all Federally assisted contractors are required to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women, in addition to goals that vary based on geography for construction work hours and for work being performed by people of color. Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP's Mega Construction Project Program from a wide range of Federally- assisted projects over which OFCCP has jurisdiction and that have a project cost above \$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

viii. Critical Infrastructure Security and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including physical and cyber threats, consistent with Presidential Policy Directive 21, Critical Infrastructure Security and Resilience and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems. Each applicant selected for SS4A grant funding must demonstrate, prior to the signing of the grant agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities. Award recipients that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and oversight, as determined by the Department and the Department of Homeland Security, will be required to do so before receiving Implementation Grant funds.

ix. Project Signage and Public Acknowledgements

Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that "the project is funded by the Bipartisan Infrastructure Law." In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the Official Investing in America Emblem Style Guide. Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

x. Other Administrative and Policy Requirements

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 CFR § 200 as adopted by the Department at 2 CFR § 1201. Additionally, as permitted under the requirements described above, applicable Federal laws, rules, and regulations of the relevant operating administration (e.g., the Federal Highway Administration) administering the activities will apply to the activities that receive SS4A grants, including planning requirements, Stakeholder Agreements, and other requirements under the Department's other highway and transit grant programs. DOT anticipates grant recipients to have varying levels of experience administering Federal funding agreements and complying with

Federal requirements, and DOT will take a risk-based approach to SS4A program grant agreement administration to ensure compliance with all applicable laws and regulations.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, nondiscrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied, or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If the Department determines that a recipient has failed to comply with applicable Federal requirements, the Department may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

3. Reporting

i. Progress Reporting on Grant Activity

Reporting responsibilities include quarterly program performance reports using the Performance Progress Report (PPR) and quarterly financial status using the SF-425 (also known as the Federal Financial Report or SF-FFR).³¹

Budget and recipient performance information will be gathered on a quarterly basis in a Performance Progress Report (PPR). To fulfill the data collection requirements and in accordance with the USDOT Public Access Plan, award recipients must consider, budget for, and implement appropriate data management, for data and information outputs acquired or generated during the course of the grant.^{32, 33} Federally recognized Tribal governments receiving grants may request alternative data collection requirements during grant agreement formulation, as appropriate. Applicants are expected to account for data and performance reporting in their budget submission.

ii. Post Award Reporting Requirements/Reporting of Matters Related to Integrity and Performance

All award recipients shall submit a report by the end of the period of performance that describes:

- The costs of each eligible project and strategy carried out using the grant;
- The roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes) that each such project and strategy has generated, as—
 - Identified in the grant application; and
 - Measured by data, to the maximum extent practicable;
- The percent of funds spent in, and providing benefits to, underserved communities; and
- The lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Implementation Grant recipients must also provide: geo-coordinate information identifying specific project location(s); crash data on serious injury and fatalities in the locations where projects and strategies are implemented on an annual basis and at the end of the period of performance, which are expected to include crash characteristics and contributing factor information associated with the safety problems being addressed; and quantitative and qualitative project benefits documented in a final report.

³¹ <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>

³² <https://doi.org/10.21949/1520559>

³³ United States. Department of Transportation. (2022) *DOT Public Access* [Home page]. <https://doi.org/10.21949/1503647>

Award recipients carrying out demonstration activities must also measure potential benefits through data collection and evaluative activities and report to the Department how the demonstration activities informed an Action Plan's list of projects and strategies and future implementation.

If the total value of a selected applicant's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported in SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Pub. L. No. 110-417, as amended (41 U.S.C. § 2313). As required by section 3010 of Pub. L. No. 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. Additionally, if applicable funding recipients must be in compliance with the audit requirements in 2 CFR § 200, Subpart F.

iii. Program Evaluation

As a condition of grant award, SS4A grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation and/or use information available through other reporting. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the progress toward meeting the agency's safety priority goal. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115-435 (2019) urges Federal awarding agencies and Federal assistance recipients and sub-recipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency" (codified at 5 U.S.C. § 311). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

G. Federal Awarding Agency Contacts

For further information concerning this notice, please contact the Office of the Secretary via email at SS4A@dot.gov. In addition, up to the application deadline, the Department will post answers to common questions and requests for clarifications on the Department's website at <https://www.transportation.gov/grants/SS4A>. To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact the Department directly, rather than through intermediaries or third parties, with questions. Department staff may also conduct briefings on the SS4A grant selection and award process upon request.

H. Other Information

1. Publication of Application Information

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and a few relevant data fields from the application. This includes unsuccessful applicants. The Department may share application information within the Department or with other Federal agencies if the Department determines the applicant could benefit from Federal technical assistance programs, or that sharing is relevant to the respective program's objectives.

2. Department Feedback on Applications

The Department will not review applications in advance, but Department staff are available for technical questions and assistance.

The deadline to submit technical questions is April ~~24~~ 17, 2024. Technical questions made on or before March 13, 2024, will be responded to in advance of the first Planning and Demonstration Grant deadline on April 4. The NOFO is listed under opportunity number DOT-SS4A-FY24-01 at [grants.gov](https://www.grants.gov).

The Department strives to provide as much information as possible to assist applicants with the application process. Unsuccessful applicants may request a debrief up to 30 days after the selected funding recipients are publicly announced on <https://www.transportation.gov/grants/SS4A>. Unsuccessful Planning and Demonstration Grant applicants that are not selected are eligible to receive a debrief prior to applying again in this NOFO. Program staff will address questions to SS4A@dot.gov throughout the application period.

3. Grant Application Resources

The Department will provide resources to help interested applicants understand the different DOT discretionary grant programs through webinars, frequently asked questions, and other materials provided such as the SS4A program website <https://www.transportation.gov/grants/SS4A>. Additional grant applications resources for this and other Departmental grant programs can be found on the DOT Navigator at www.transportation.gov/dot-navigator. User-friendly information and resources regarding DOT's discretionary grant programs relevant to rural applicants can be found on the Rural Opportunities to Use Transportation for Economic Success (ROUTES) website at www.transportation.gov/rural.



City of Lawton

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

Commentary

File #: 25-0122

Agenda Date: 2/25/2025

Agenda No: 15.

ITEM TITLE:

Consider authorizing staff to apply for a grant from the Oklahoma Department of Environmental Quality (DEQ) for the purpose of hosting a household hazardous waste (HHW) collection event.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: The City of Lawton Stormwater Division is seeking to host more household hazardous waste events in the next year, to help in the “Kids First” clean neighborhoods initiative. A similar event, funded by grant, was completed in November of 2024 and was deemed a success, with enough interest that we wanted to increase the amount requested for this year to hold a larger event to get more waste off the streets and disposed of properly.

EXHIBIT: ODEQ Collection Event Grant Application

KEY ISSUES: If approved, grant is 100 percent reimbursed upon successful completion of the event.

FUNDING SOURCE: FY26 Stormwater Division Professional and Technical Services Account (1105501 52025)

STAFF RECOMMENDED COUNCIL ACTION: Authorize staff to apply for a grant from the Oklahoma Department of Environmental Quality (DEQ) for the purpose of hosting a household hazardous waste (HHW) collection event.

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Collection Event Grant Application FY26

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2026.
- Final invoices are due by August 31, 2026. Invoices submitted after August 2026 may not be reimbursed.

Process for Receiving Funds

1. Applicant submit application.
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

Application Submittal Instructions

Return by e-mail to SWGrants@deq.ok.gov with the subject line, “[Organization] FY26 [grant category] Grant Application DEQ”
e.g., Oklahoma County FY26 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality
Attn: Libby McCaskill, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Collection Event Grant

Collection event grants are for hosting the collection of household hazardous waste (HHW) and typically also include the collection of electronic waste (e-waste), tires, unwanted residential pharmaceuticals, and used medical sharps, scrap metal, and/or other difficult-to-manage waste streams. These grants are typically provided for one, or a series of, discrete collection events.

- The contractor shall use an R2 or e-Steward certified electronics recycler. Contractor shall utilize vendors that are compliant with DEQ rules.
 - [Find a Recycler - e-Stewards](#)
 - [Find An R2 Certified Facility - SERI - Sustainable Electronics Recycling International](#)
 - Often, HHW collection services partner with a certified electronics recycler
- The contractor shall coordinate with the Oklahoma Bureau of Narcotics for coordination on pharmaceuticals.
 - Beau Ratke: (918) 446-1616: BRatke@Obn.ok.gov
- Used tires may be collected for recycling for free using DEQ's Tire Program.
 - Kole Kennedy: (405) 702-5177: Kole.Kennedy@deq.ok.gov
- The contractor shall ensure medical sharps are safely collected and properly disposed. This can be done through coordination with the HHW collection vendor and a regulated medical waste disposal facility. Sharps collection may also be arranged directly through appropriate vendors. For a list of sharps disposal vendors that service Oklahoma, see Figure 5 on page 26 of the Oklahoma Meds and Sharps Disposal Committee's (OMSDC) "Building a Municipal Program for Home-Generated Medical Sharps" guide. You can find the guide on the OSDC website: [Safe Disposal of Pharmaceuticals and Medical Sharps in Oklahoma \(oksafemeddisposal.org\)](https://www.oksafemeddisposal.org/)-
- After each collection event, the contractor shall provide an invoice including a description of the event, photos, and the types and amounts of waste collected.

Oklahoma Clean Community

If you collect tires at a collection event, you may be eligible to become an Oklahoma Clean Community. For more information, e-mail okcleancommunity@deq.ok.gov. Find the application here: [2024-Clean-Communities-Application.pdf \(ok.gov\)](#).

Collection Event Grant Application FY26

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: types of materials being collected, environmental improvement, feasibility, collaboration, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

1. Date:

Name of entity that reimbursements will be issued to:

2. Dollar amount being requested:

3. Contact information

Name/Title:	
Phone Number:	
E-mail Address:	

4. Signatory Authority with legal authority to sign contract with DEQ:

Name/Title:	
Phone Number:	
E-mail Address:	

5. Addresses

The contract will be sent here for signature (name and e-mail):	
Reimbursements will go to this mailing address*:	

*The address provided here must be registered in the Oklahoma Supplier Portal. If your organization is not registered as an Oklahoma Supplier, you must register here to be able to receive funds from the state: <https://oklahoma.gov/omes/divisions/central-purchasing/suppliers-and-payees/supplier-portal.html>

6. Project Description. Answer each question in its answer box to the right.

Question	Answer
<p>a. What type of solid waste will be collected: HHW, electronic waste, medical pharmaceuticals, medical sharps, tires, scrap metal, green waste, others?</p>	
<p>b. When do you anticipate holding the event(s)? Please provide an estimated time of year, or specific date.</p>	
<p>c. Describe your plans for advertising the event(s).</p>	
<p>d. Who will be served by the program: municipalities, counties, region, population estimate?</p>	

Question	Answer
e. What is the total cost of this program?	
f. Are you partnering with anyone else to implement this program? To make more efficient use of limited dollars DEQ will prioritize applications that propose partnerships and collaboration.	
g. Have you received a previous grant from the DEQ? If yes, what years, what dollar amount of funding was provided, and how much of that funding did you spend?	
h. Do you host collection events regularly? Provide details (annually/bi-annually, time of year, name of event, items collected, participating communities, partnerships, etc.).	

Question	Answer
i. Detailed scope	Please attach a detailed scope of work and a detailed budget for the entirety of the project. More detailed and itemized budgets will be prioritized. Itemized budget items may include cost of labor, equipment, supplies, etc.

Question	Answer
j. Is there any other information that you would like to share?	
k. How did you hear about DEQ's Solid Waste Management Grant Program?	



City of Lawton

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

Commentary

File #: 25-0134

Agenda Date: 2/25/2025

Agenda No: 16.

ITEM TITLE:

Consider approving staff to close and demolish the M42-5 bridge in the alley between SW I Avenue and SW J Avenue, and between SW 8th street and SW 9th street.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Jones, Interim Engineering Director

BACKGROUND: The Engineering Department is currently following through on plans to demolish and remove a vehicular bridge structure over Numu Creek in the alley between SW 8th Street and SW 9th Street, and between SW I Avenue and SW J Avenue. This bridge is currently rated as structurally deficient and is unsuitable for future rehab or replacement. Temporary traffic control measures are currently in place to prohibit vehicular traffic from accessing the bridge. Demolition will be completed with in-house personnel in the Public Works Department after utilities have relocated their infrastructure.

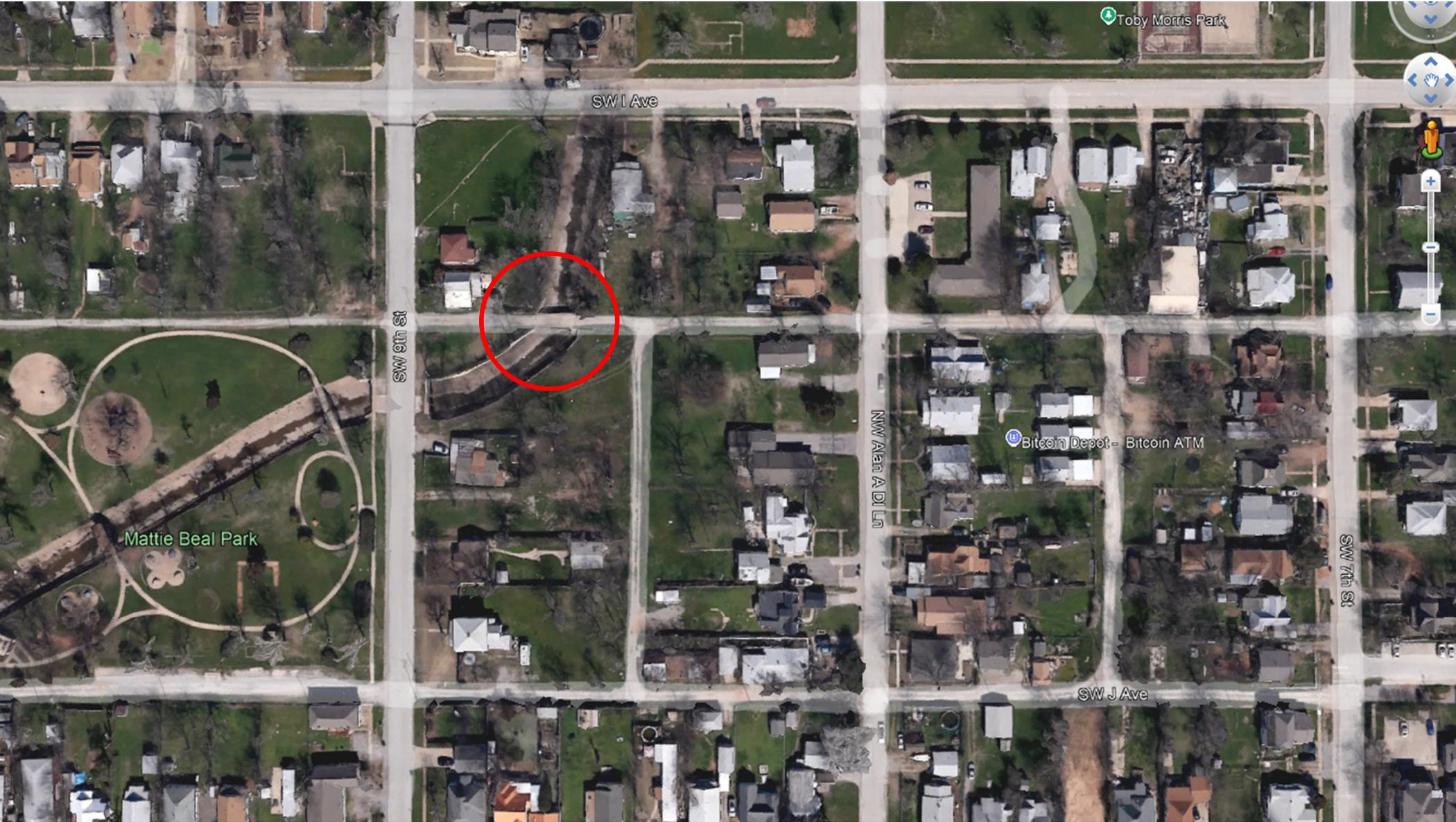
The bridge was constructed in 1920 and sees an average daily traffic count of 5, according to the National Bridge Inventory. This bridge is currently listed in “poor” condition. With a low traffic count, poor condition and adequate alternative routes, it is not financially feasible to direct funding towards the bridge.

EXHIBIT: Map Location

KEY ISSUES: Streets and Bridges Committee approved this request on 11 February, 2025.

FUNDING SOURCE: Streets and Traffic Control Repair and Maintenance Account 1005502-51020, Current Balance \$2,322,680, Estimated cost \$1,000.

STAFF RECOMMENDED COUNCIL ACTION: Approve staff to close and demolish the M42-5 bridge in the alley between SW I Avenue and SW J Avenue, and between SW 8th street and SW 9th street.





City of Lawton

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

Commentary

File #: 25-0135

Agenda Date: 2/25/2025

Agenda No: 17.

ITEM TITLE:

Consider directing the City Manager to proceed with the construction of the Elmer Thomas Aquatics Center Parking Lot by authorizing staff to go out for bid on said project (PW2502)

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Michael Watrous, Public Works Director

BACKGROUND: At the 11 February Streets and Bridges Committee, priority was given to the Elmer Thomas Aquatics Center Parking Lot construction with the remainder of the FY25 funds dedicated to the Streets and Bridges Committee. This parking lot was taken off from the initial Aquatics Center construction as, after review, it was determined the project could be done at a lower cost being a separate project, bid on by local contractors.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: Streets and Traffic Control Repair and Maintenance Account 1005502-51020, Current balance \$2,326,268, Estimated cost \$500,000.

STAFF RECOMMENDED COUNCIL ACTION: Directing the City Manager to proceed with the construction of the Elmer Thomas Aquatics Center Parking Lot by authorizing staff to go out for bid on said project (PW2502)



City of Lawton

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

Commentary

File #: 25-0145

Agenda Date: 2/25/2025

Agenda No: 18.

ITEM TITLE:

Consider approving a nomination for City Manager John Ratliff to serve on the Oklahoma Office of Homeland Security's Regional Advisory Council in the seat of City Manager/Mayor for Region 3 and authorize the City Manager to sign a Letter of Acceptance.

INITIATOR: John Ratliff, City Manager

STAFF INFORMATION SOURCE: John Ratliff, City Manager

BACKGROUND: The Oklahoma Office of Homeland Security's Regional Advisory Council plays a vital role in guiding and enhancing homeland security efforts by providing valuable insights, regional perspectives, and recommendations to support the ongoing mission to protect Oklahoma communities. As a member of the Regional Advisory Council, the City Manager would be expected to participate in meetings twice per year. This nomination is for a 3-year term beginning on 1 April 2025.

EXHIBIT: Regional Advisory Council Acceptance Letter

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve a nomination for City Manager John Ratliff to serve on the Oklahoma Office of Homeland Security's Regional Advisory Council in the seat of City Manager/Mayor for Region 3 and authorize the City Manager to sign a Letter of Acceptance.



STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY

Letter of Acceptance

I have received an invitation to participate on the Oklahoma Homeland Security Regional Advisory Council (RAC) for a 3-year period starting on Date: _____

_____ I Accept the nomination

_____ I Refuse the nomination

Region (select one) 1 2 3 4 5

Discipline _____

Name: _____

Title/Position: _____

Agency: _____

Email: _____

Direct Phone: _____

I understand that upon acceptance of the nomination, I will be expected to participate in meetings twice per year, and to communicate relevant homeland security information with my peers from my discipline within my region. Further, I understand that most information regarding upcoming meetings will be provided via email so I agree to make sure to keep my most recent contact information on file with OKOHS.

Signature

Date



City of Lawton

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

Commentary

File #: 25-0133

Agenda Date: 2/25/2025

Agenda No: 19.

ITEM TITLE:

Consider approval of the final list of the “105 in ‘25” pavement rehabilitation segment list, to include previously approved segments, as the benchmark to meet.

INITIATOR: Michael Watrous, Public Works Director

STAFF INFORMATION SOURCE: Chris Serrano, Pavement Program Manager (WSB)

BACKGROUND: The Streets and Bridges Committee approved the final list of the 105 in '25 street segments to be set as the goal to meet in FY26.

EXHIBIT: List of 105 in '25 segments, Map of Segments

KEY ISSUES: N/A

FUNDING SOURCE: FY26 Streets and Bridges Committee Funding (TBD)

STAFF RECOMMENDED COUNCIL ACTION: Approve of the final list of the “105 in ‘25” pavement rehabilitation segment list, to include previously approved segments, as the benchmark to meet.

City of Lawton

Proposed List of Streets: 2025 Pavement Rehabilitation Program

No.	On Street	From Street	To Street	TYPE	WARD	PROGRAM
1	Cache Road	67th Street	82nd Street	ACC	6	AD VALOREM
2	Fort Sill Blvd	Ferris Ave	Rogers Lane	PCC/ ACC Shoulders	2	AD VALOREM
3	GORE BLVD	SE WARWICK WAY	SE CAMELOT DR	ACC	4	
4	GORE BLVD	SE COACHMAN DR	NE 34TH ST	ACC	4	
5	GORE BLVD	CAMELOT DR	SE 45TH ST	ACC	4	
6	NW 54TH ST	NW COLUMBIA AVE	NW EUCLID AVE	PCC	8	
7	NE 20TH ST	E GORE BLVD	1,116 FT (NORTH)	ACC	4	2025
8	NE 51ST ST	NE TRENTON RD	NE DEARBORN AVE	ACC	4	2025
9	NE BABBIT ST	NE PIONEER BLVD	NE CIMMARRON TRL	ACC	2	
10	NE CACHE RD	NE 15TH ST	NE 25TH ST	ACC	2	
11	NE CIMARRON CIR	NE CIMARRON TRL	NE CIMARRON TRL	ACC	2	
12	NE DUNLOP ST	NE PIONEER BLVD	EOP	ACC	2	2025
13	NE ENGLISH ST	NE PIONEER BLVD	NE DUNLOP	ACC	2	
14	NE FULLERTON ST	NE PIONEER BLVD	NE DUNLOP ST	ACC	2	
15	NE GARDEN LN	NE QUAIL CREEK RD	NE BRIARCLIFF CIR	ACC	2	
16	SE DORCHESTER DR	SE SULLIVAN DR	SE 45TH ST	PCC	4	
17	NW 12th Street	Cache Road	NW Smith	ACC	2	
18	NW 14th St	NW Hoover Ave	NW Ozmun Ave	ACC	2	
19	NW 16TH ST	NW BALDWIN AVE	NW KINGSBURY AVE	PCC	2	
20	NW 22ND ST	NW BALTIMORE AVE	NW DENVER AVE	PCC	1	
21	NW 23RD ST	NW ERWIN LN	NW 24TH ST	ACC	1	
22	NW 27TH ST	W GORE BLVD	NW 26TH ST	ACC	3	2025
23	NW 35TH ST	NW LINDY AVE	NW 38TH PL	PCC	1	
24	NW 37TH ST	NW LINCOLN AVE	NW 38TH PL	PCC	1	2025
25	NW 40TH ST	NW LINCOLN AVE	NW LINDY AVE	PCC	1	2025

City of Lawton

Proposed List of Streets: 2025 Pavement Rehabilitation Program

26	NW 43RD ST	NW SANTA FE AVE	NW 40TH ST/NW LINCOLN AVE	PCC	1	2025
27	NW 44TH ST	NW WILLIAMS AVE	NW FLOYD AVE	PCC	1	
28	NW 47TH ST	NW WOLF CREEK BLVD	NW CACHE RD (EB)	ACC	3	
29	NW 52ND ST	NW QUANAH PARKER TRWY(WB)	NW CHEYENNE AVE	ACC	1	
30	NW 52ND ST	NW CACHE RD	NW QUANAH PARKER TRWY (EB)	ACC	1	
31	NW 52ND ST	NW SHERWOOD DR	NW ASHBY AVE	ACC	1	
32	NW 52ND ST	NW CHEYENNE AVE	NW SHERWOOD DR	ACC	1	
33	NW 75TH ST	NW WILLOW CREEK DR	NW CACHE RD	ACC	6	2025
34	NW 75TH ST	NW TANGO RD	NW PALOMINO DR	ACC	6	
35	NW BALDWIN AVE	NW 18TH ST	NW 19TH ST	PCC	2	
36	NW BALDWIN AVE	NW 76TH ST	NW KEYSTONE DR	ACC	6	
37	NW BALTIMORE AVE	NW 44TH ST (SB)	NW 48TH ST	PCC	1	
38	NW BALTIMORE AVE	NW 34TH ST	NW 33RD ST	PCC	1	2025
39	NW BEECHWOOD DR	NW BRIARWOOD DR	NW BRIARWOOD DR	ACC	6	
40	NW CACHE (EB)	NW FT SILL BLVD (NB RAMP)	RAMP (OFF RAMP)	PCC	2	
41	NW CACHE RD	PERMIMMON CREEK BLVD	NW GOODYEAR BLVD	ACC	6	
42	NW CACHE RD	NW GOODYEAR BLVD	NW WICHITA DR	ACC	6	
43	NW CACHE RD	NW 82ND ST	NW PERSIMMON CREEK BLVD	ACC	6	
44	NW CACHE RD (WB)	NW FT SILL BLVD (SB FRNTG)	RAMP	ACC	2	
45	NW CHEYENNE AVE	NW 23RD ST	NW DENVER AVE	PCC	1	2025
46	NW CHEYENNE AVE	NW RIDGECREST DR	NW 48TH ST	PCC	1	2025
47	NW CHEYENNE AVE	EOP	NW HORTON BLVD	ACC	6	2025
48	NW CHEYENNE AVE	NW 50TH ST	NW 52ND ST	ACC	1	
49	NW COLUMBIA AVE	NW 19TH ST	NW SHERIDAN (NB)	ACC	5	2025
50	NW EISENHOWER DR	NW 69TH ST	NW SPURCEWOOD DR	PCC	6	
51	NW ELM AVE	NW PERSHING DR	NW 20TH ST	PCC	2	

City of Lawton

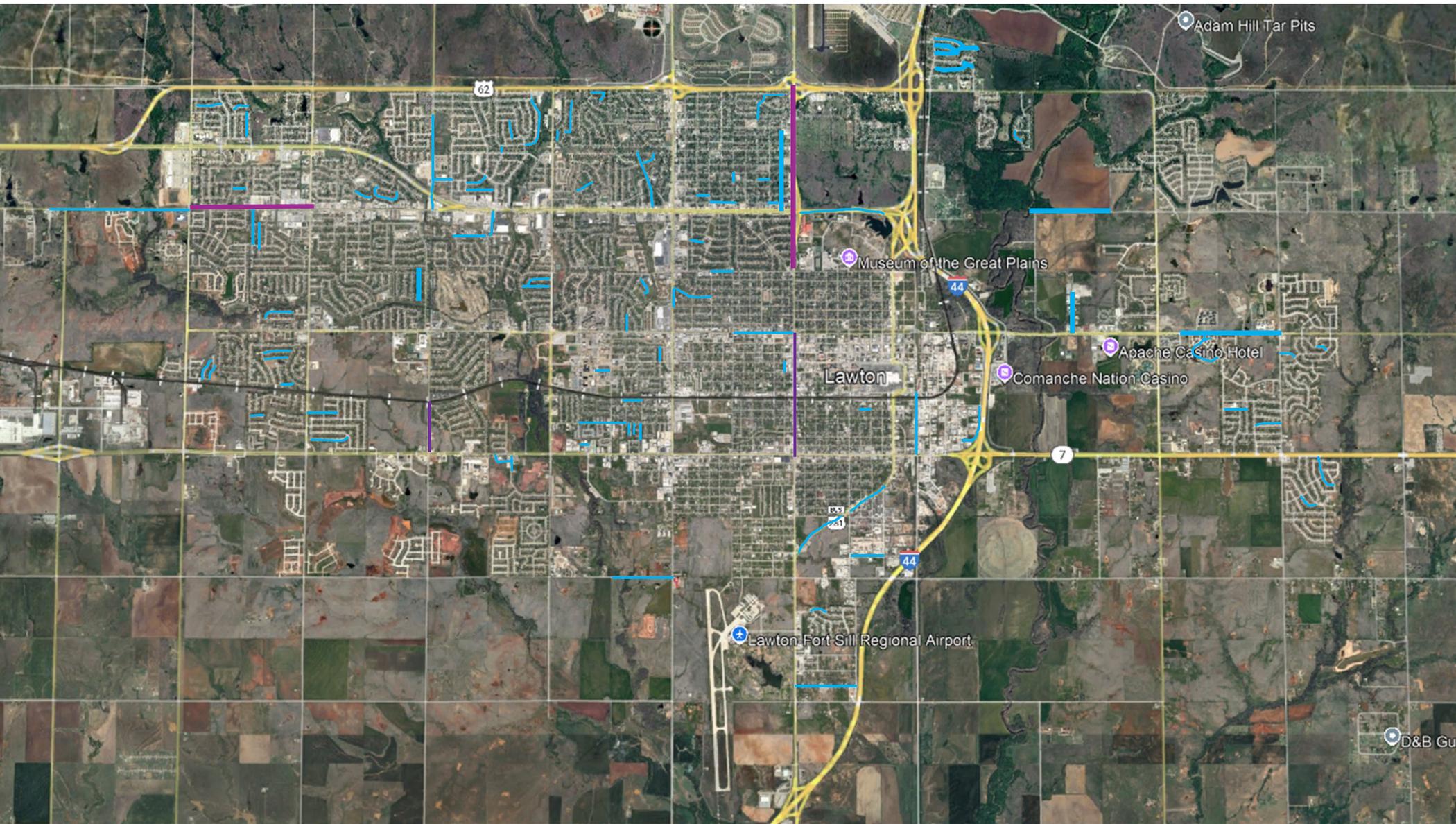
Proposed List of Streets: 2025 Pavement Rehabilitation Program

52	NW FERRIS AVE	NW 38TH ST	NW EUCLID AVE	PCC	3	
53	NW FERRIS AVE	NW 17TH ST	NW 19TH ST	ACC	2,5	2025
54	NW 74TH ST	NW WILLOW CREEK DR	NW MAPLE DR	ACC	6	
55	NW LAWTON AVE	NW 12TH ST	NW 13TH ST	PCC	2	
56	NW LAWTON AVE	NW 16TH ST	NW 18TH ST	PCC	2	
57	NW MORROCCO DR	NW 75TH ST	NW 77TH ST	ACC	6	
58	NW MORROCCO DR	NW 78TH ST	NW 81ST ST	ACC	6	
59	NW MORTIF MANOR BLVD	NW WOLF CREEK BLVD	NW 50TH ST	ACC	3	2025
60	NW OZMUN AVE	NW LINDY AVE	NW 34TH ST	PCC	1	
61	NW OZMUN AVE	NW MOBLEY ST	NW 14TH ST	PCC	2	
62	NW SHERIDAN RD (NB)	NW COLUMBIA AVE	NW BELL AVE	PCC	5	
63	NW TAYLOR AVE	NW 13TH ST	NW 14TH ST	PCC	2	
64	S RAILROAD ST	SE F AVE	SW LEE BLVD	ACC	5,7	2025
65	SE ELLSWORTH AVE	SE FULLBRIGHT LN	SE CLOVER LN	PCC	4	
66	SE ELMHURST LN	SE 38TH ST	SE 41ST ST	ACC	7	2025
67	SE INTERSTATE DR	SE H AVE	SE PARK AVE	ACC	7	
68	NW COLUMBIA AVE	NW WESLEY AVE	NW 27TH ST	ACC	3	
69	SE PARK AVE	SE 2ND ST	SE 4TH ST	ACC	7	
70	SE TATERSHALL WAY	SE RANDOLPH RD	SE TRENTON RD	ACC	4	
71	SE WALNUT CREEK AVE	SE LEE BLVD (EB)	SE PINWOOD DR	ACC	4	2025
72	SE WARWICK WAY	E GORE BLVD	SE CAMELOT DR	PCC	7	
73	SW 11TH ST	SW PECAN RD	DS@4601FT	ACC	7	
74	SW 11th Street	Gore Blvd	Lee Blvd	PCC/ACC	5	AD VALOREM
75	SW 12TH ST	SW C AVE	SW D AVE	ACC	5	2025
76	SW 23RD PL	SW A AVE	SW C AVE	ACC	3	
77	SW 25TH PL	SW J AVE	SW WHITE AVE	PCC	5	
78	SW 26TH PL	SW J AVE	EOP	PCC	5	
79	SW 26TH ST	SW J AVE	EOP	PCC	5	

City of Lawton

Proposed List of Streets: 2025 Pavement Rehabilitation Program

80	NW EUCLID AVE	NW 38TH ST	NW FERRIS AVE	PCC	3	
81	SW 52nd Street	Lee Blvd	RR Tracks	ACC	3,8	AD VALOREM
82	SW 70TH ST	SW FOREST AVE	DS@725 FT	PCC	8	
83	SW 79TH ST	SW CHEROKEE AVE	SW FOREST AVE	ACC	8	2025
84	SW 80TH ST	SW 79TH ST	SW FOREST AVE	ACC	8	2025
85	SW BISHOP RD	SW SHERIDAN RD	DS@2661 FT	ACC	7	
86	SW D AVE	SW 28TH ST	SW 27TH ST	PCC	3	
87	SW G AVE	SW 25TH ST	SW 26TH ST	PCC	5	
88	SW H AVE	SW 4TH ST	SW 5TH ST	PCC	5	
89	SW HIGHLAND AVE	SW 6TH ST	SW 11TH ST	ACC	7	
90	SW J AVE	SW 26TH PL	SW 34TH ST	PCC	5	
91	SW LYNNWOOD AVE	SW 64TH ST	SW 67TH ST (NB)	ACC	8	2025
92	SW OXFORD AVE	EOP	SW CHAURCER DR	ACC	8	
93	SW PARK AVE	SW 42ND ST	EOP	ACC	3	
94	SW PARK PL	SW PARK AVE	SW 66TH ST	PCC	8	
95	SW PARKRIDGE BLVD	SW JEFFERSON AVE	SW LEE BLVD (EB)	ACC	7	2025
96	SW RANCH OAK BLVD	SW ARBUCKLE AVE	SW SEDALIA AVE	PCC	7	
97	SW DELTA AVE	SW 69TH ST	SW 71ST ST	PCC	8	
98	SW RIDGE TERR	SW PARK RIDGE BLVD	SW LEE BLVD (EB)	ACC	7	
99	SW TEXAS AVE	SW 3RD ST	SW 6TH ST	ACC	7	
100	US 281B	SW DOUGLAS AVE	US 281B (RAMP)	ACC	7	
101	SW CHEROKEE AVE	SW 69TH ST	SW CHEROKEE CIR	PCC	8	
102	US 281B	SW 3RD ST	SW 6TH ST	ACC	7	
103	W. GORE BLVD (WB)	NW FT SILL BLVD	NW 17TH ST	ACC	5	2025
104	W. GORE BLVD(EB)	NW 12TH ST	SW 17TH ST	ACC	5	2025
105	SE WILSHIRE TERR	SE 45TH ST	SE TRENTON RD	ACC	4	





City of Lawton

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

Commentary

File #: 25-0136

Agenda Date: 2/25/2025

Agenda No: 20.

ITEM TITLE:

Consider approving the Claims List for February 1, 2025, through February 13, 2025.

INITIATOR: Rebecca Johnson, Finance Director

STAFF INFORMATION SOURCE: Rebecca Johnson, Finance Director

BACKGROUND: In accordance with Section 10-1-126 of the City of Lawton Code of Ordinances, the process for reviewing, approving, and reporting the payment of invoices is designed to ensure compliance with all applicable laws and policies. Invoices that meet all requirements under state and local regulations are approved for payment on a weekly basis. To maintain transparency and accountability, a list of all invoices proposed for payment is distributed to the city manager, city clerk, and internal auditor at least 24 hours before payments are issued. This list is also made available for review by the city council and the public in the city clerk's office. Additionally, the finance director provides the city council with a comprehensive list of all invoices paid since the last council meeting. This ensures councilmembers are informed of financial transactions and can address any concerns or exceptions. The attached claims list complies with these procedures and is submitted for council review as part of the regular agenda.

EXHIBIT: List of Payments

KEY ISSUES: N/A

FUNDING SOURCE: Documented Separately on Claims List

STAFF RECOMMENDED COUNCIL ACTION: Approve the Claims List for February 1, 2025, through February 13, 2025.

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
3726	02/06/2025	EFT	001508 AERZEN USA CORP	40,600.00			
3727	02/06/2025	EFT	001019 ARA EQUIPMENT RENTAL	632.00			
3728	02/06/2025	EFT	005196 BEDROCK NURSERY INC.	17,707.97			
3729	02/06/2025	EFT	005224 BLUE TEAM ROOFING, LLC	4,211,621.45			
3730	02/06/2025	EFT	004845 BT LAWN MAINTENANCE	272.00			
3731	02/06/2025	EFT	004793 BUDGET LAWN AND TREE SERV	1,750.00			
3732	02/06/2025	EFT	002378 CHAMBER OF COMMERCE & IND	46,609.49			
3733	02/06/2025	EFT	001029 CHAMELEON INDUSTRIES INC	4,471.25			
3734	02/06/2025	EFT	004605 C L BOYD	45,697.71			
3735	02/06/2025	EFT	005145 CORNERSTONE GOVERNMENT AF	5,000.00			
3736	02/06/2025	EFT	002852 CRAWFORD & ASSOCIATES	640.00			
3737	02/06/2025	EFT	004821 DATAPROSE, LLC	17,671.95			
3738	02/06/2025	EFT	001003 DELL MARKETING LP	2,132.14			
3739	02/06/2025	EFT	005238 EAGLE GLOBAL VENTURES, LL	2,277.00			
3740	02/06/2025	EFT	001331 EST INC.	77,799.25			
3741	02/06/2025	EFT	001064 GARVER LLC	4,329.44			
3742	02/06/2025	EFT	001126 GHA TECHNOLOGIES INC	35,343.00			
3743	02/06/2025	EFT	002770 GLENN OIL CO,LLC	49,943.25			
3744	02/06/2025	EFT	003554 GRAINGER	50.52			
3745	02/06/2025	EFT	004153 H.G. JENKINS CONSTRUCTION	566.50			
3746	02/06/2025	EFT	004723 USA BLUE BOOK	2,371.03			
3747	02/06/2025	EFT	005230 HORSESHOE CONSTRUCTION IN	464,312.50			
3748	02/06/2025	EFT	005156 H W LOCHNER INC	1,514.68			
3749	02/06/2025	EFT	001702 JACKIE C CRABTREE	2,565.00			
3750	02/06/2025	EFT	004587 JACOBS ENGINEERING GROUP	134,497.99			
3751	02/06/2025	EFT	001017 JOE'S BACKHOE SERVICE	5,100.00			
3752	02/06/2025	EFT	002198 KAYSER MECHANICAL INC	35.37			
3753	02/06/2025	EFT	002198 BILL MILLER AND NOBLE HEA	50,048.52			
3754	02/06/2025	EFT	001794 LAWTON COMMUNICATIONS LLC	10,159.00			
3755	02/06/2025	EFT	004621 MAXWELL SUPPLY CO	282.31			
3756	02/06/2025	EFT	003309 MCAFEE & TAFT	6,720.00			
3757	02/06/2025	EFT	004219 MT SCOTT FEED	208.50			
3758	02/06/2025	EFT	005203 PIONEER SUPPLY,LLC	4,334.20			
3759	02/06/2025	EFT	001626 SIMONE ALEXIS MUSSELMAN	570.00			
3760	02/06/2025	EFT	004191 SIRCHIE AQUISITION COMPAN	578.00			
3761	02/06/2025	EFT	005163 SOUTHWEST WATER WORKS, LL	414,114.50			
3762	02/06/2025	EFT	003001 SW READY-MIX	6,337.97			
3763	02/06/2025	EFT	004618 T & G CONSTRUCTION	247,212.20			
3764	02/06/2025	EFT	005207 TAHAH LAWCARE & LANDSCAP	1,860.00			
3765	02/06/2025	EFT	003950 TEEN CHALLENGE OF OKLAHOM	79,882.50			
3766	02/06/2025	EFT	004372 TRIANGLE SECURITY SERVICE	21,280.75			
3767	02/06/2025	EFT	004473 UNITED SAFETY & CLAIMS, I	3,350.00			
3768	02/06/2025	EFT	001155 UTILITY TECHNOLOGY SERVIC	104,639.72			
3769	02/11/2025	EFT	004618 T & G CONSTRUCTION	1,077,975.50			
3770	02/13/2025	EFT	001451 ASHLEY BROWN	1,768.50			
3771	02/13/2025	EFT	005148 BILLINGSLEY FORD OF LAWTO	40,038.40			
3772	02/13/2025	EFT	004845 BT LAWN MAINTENANCE	442.00			
3773	02/13/2025	EFT	001029 CHAMELEON INDUSTRIES INC	4,560.16			
3774	02/13/2025	EFT	004605 C L BOYD	7,487.41			
3775	02/13/2025	EFT	001356 DAVECO ENTERPRISES LLC	101.62			
3776	02/13/2025	EFT	005238 EAGLE GLOBAL VENTURES, LL	483.00			
3777	02/13/2025	EFT	001331 EST INC.	312.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: A11

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
3778	02/13/2025	EFT	003554 GRAINGER	835.06			
3779	02/13/2025	EFT	004153 H.G. JENKINS CONSTRUCTION	493.21			
3780	02/13/2025	EFT	004173 JAMES SUPPLIES LLC	82.58			
3781	02/13/2025	EFT	001017 JOE'S BACKHOE SERVICE	2,507.50			
3782	02/13/2025	EFT	004824 JOHNSON PLUMBING LLC	930.00			
3783	02/13/2025	EFT	002198 KAYSER MECHANICAL INC	1,029.08			
3784	02/13/2025	EFT	002198 BILL MILLER AND NOBLE HEA	7,655.78			
3785	02/13/2025	EFT	004621 MAXWELL SUPPLY CO	297.09			
3786	02/13/2025	EFT	003309 MCAFFEE & TAFT	2,030.50			
3787	02/13/2025	EFT	005204 PROPIO LS LLC	22.10			
3788	02/13/2025	EFT	005233 RIVER CITY HYDRAULICS, IN	3,687.66			
3789	02/13/2025	EFT	001626 SIMONE ALEXIS MUSSELMAN	450.00			
3790	02/13/2025	EFT	005163 SOUTHWEST WATER WORKS, LL	450,898.48			
3791	02/13/2025	EFT	005154 STANDARD TESTING & ENGINE	8,017.87			
3792	02/13/2025	EFT	003001 SW READY-MIX	2,068.32			
3793	02/13/2025	EFT	005207 TAHAH LAWN CARE & LANDSCAP	1,920.00			
3794	02/13/2025	EFT	003950 TEEN CHALLENGE OF OKLAHOM	5,485.00			
3795	02/13/2025	EFT	004690 WATER TECH, INC.	39,738.70			
3796	02/13/2025	EFT	002912 WOODWARDS DEPT STORE	535.00			
3797	02/13/2025	EFT	004180 WORTH HYDROCHEM OF OKLAHO	1,197.29			
122093	02/07/2025	PRINTED	000036 AFL-CIO	6,089.40			
122094	02/07/2025	PRINTED	000009 ASHLEY ROBERTS	178.95			
122095	02/07/2025	PRINTED	000058 CALIFORNIA STATE DISBURSE	352.61			
122096	02/07/2025	PRINTED	000048 CITY OF LAWTON FUND 67	10,657.14			
122097	02/07/2025	PRINTED	000049 CITY OF LAWTON GENERAL FU	204.00			
122098	02/07/2025	PRINTED	000050 CITY OF LAWTON INSURANCE	275,408.38			
122099	02/07/2025	PRINTED	000047 CITY OF LAWTON PENSION FU	121,591.01			
122100	02/07/2025	PRINTED	000057 COMANCHE NATION CHILD SUP	415.38			
122101	02/07/2025	PRINTED	000066 EDNA MARIE SLACK	115.38			
122102	02/07/2025	PRINTED	000006 FAMILY SUPPORT PAYMENT CE	185.08			
122103	02/07/2025	PRINTED	000094 FAMILY SUPPORT REGISTRY	148.65			
122104	02/07/2025	PRINTED	000046 LAWTON FIREFIGHTERS HEALT	76,635.72			
122105	02/07/2025	PRINTED	000045 LAWTON FIREFIGHTERS ASSOC	5,602.08			
122106	02/07/2025	PRINTED	000033 FIREFIGHTERS PENSION AND	81,998.59			
122107	02/07/2025	PRINTED	000037 FRATERNAL ORDER OF POLICE	1,680.00			
122108	02/07/2025	PRINTED	000035 IAFF-PAC	3,038.61			
122109	02/07/2025	PRINTED	000090 IDAHO CHILD SUPPORT RECEI	102.70			
122110	02/07/2025	PRINTED	000100 INTERNAL REVENUE SERVICE	437.89			
122111	02/07/2025	PRINTED	000056 LEGALSHIELD	365.76			
122112	02/07/2025	PRINTED	000027 LOVE BEAL & NIXON	1,203.64			
122113	02/07/2025	PRINTED	000076 MISSIONSQUARE	9,712.51			
122114	02/07/2025	PRINTED	000002 MISSISSIPPI DEPARTMENT OF	212.33			
122115	02/07/2025	PRINTED	000001 OK CENTRALIZED SUPPORT RE	6,552.51			
122116	02/07/2025	PRINTED	000030 OKLAHOMA MUNICIPAL RETIRE	23,575.85			
122117	02/07/2025	PRINTED	000092 ROBINSON, HOOVER, & FUDGE	361.68			
122118	02/07/2025	PRINTED	000013 SOCIAL SECURITY ADMINIST	150.00			
122119	02/07/2025	PRINTED	000065 SOLUTIONS AUTO GROUP	50.00			
122120	02/07/2025	PRINTED	000069 TEXAS CHILD SUPPORT SDU	293.76			
122121	02/07/2025	PRINTED	000087 TODAY CASH	217.89			
122122	02/07/2025	PRINTED	000051 UNION ADMIN	30.60			
122123	02/07/2025	PRINTED	000039 UNITED WAY	576.39			
122124	02/07/2025	PRINTED	000015 JOHN HARDEMAN, TRUSTEE	209.08			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
122125	02/07/2025	PRINTED	000042 US DEPARTMENT OF TREASURY	72.53			
122126	02/06/2025	PRINTED	001336 227 GROUP LLC	9,947.00			
122127	02/06/2025	PRINTED	001677 4X CONSTRUCTION GROUP, LL	372,828.69			
122128	02/06/2025	PRINTED	001737 A+ CONSTRUCTION & UTILITI	14,500.00			
122129	02/06/2025	PRINTED	001521 AARON LATHROM HARRIS	1,412.44			
122130	02/06/2025	PRINTED	004811 ACCURATE ENVIRONMENTAL	668.00			
122131	02/06/2025	PRINTED	004349 AIA SERVICES, LLC	387.59			
122132	02/06/2025	PRINTED	002003 AIRGAS USA LLC	234.61			
122133	02/06/2025	PRINTED	001057 ALBRIGHT STEEL & WIRE	11,653.33			
122134	02/06/2025	PRINTED	002172 ALLIED UNIVERSAL TECHNOLO	72.60			
122135	02/06/2025	PRINTED	001891 ALLISON TULLOUS	1,250.95			
122136	02/06/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	285.00			
122137	02/06/2025	PRINTED	003867 AMAZON CAPITAL SERVICES	2,657.75			
122138	02/06/2025	PRINTED	003378 AMERICAN ELECTRIC POWER	101,643.95			
122139	02/06/2025	PRINTED	001589 ANGELO HOUSTON	442.50			
122140	02/06/2025	PRINTED	001303 ASPLUNDH TREE EXPERT, LLC	8,512.00			
122141	02/06/2025	PRINTED	001037 AT & T	596.85			
122142	02/06/2025	PRINTED	002729 AT & T LONG DISTANCE	4,620.71			
122143	02/06/2025	PRINTED	001865 AUTO ALIGNMENT	70.00			
122144	02/06/2025	PRINTED	003383 BANK OF OKLAHOMA N.A./OKC	3,900.00			
122145	02/06/2025	PRINTED	002730 BERCHER CERAMIC SPLY INC	888.50			
122146	02/06/2025	PRINTED	004477 BESTBUILT FENCING LLC	2,500.00			
122147	02/06/2025	PRINTED	002208 BIMBO BAKERIES USA INC	204.80			
122148	02/06/2025	PRINTED	003083 BRENNTAG SOUTHWEST INC	9,576.10			
122149	02/06/2025	PRINTED	001012 C.L.E.E.T.	8,458.48			
122150	02/06/2025	PRINTED	001877 CABLE ONE, INC	157.77			
122151	02/06/2025	PRINTED	003158 CACHE RD GLASS	922.00			
122152	02/06/2025	PRINTED	003869 CAMERON UNIVERSITY	9.00			
122153	02/06/2025	PRINTED	001131 CAPITOL ELECTRIC MOTOR RE	720.00			
122154	02/06/2025	PRINTED	001402 CAREL ENVIRONMENTAL SERVI	1,020.00			
122155	02/06/2025	PRINTED	002365 CASCO INDUSTRIES INC	70.00			
122156	02/06/2025	PRINTED	001053 CENTER FOR OCCUPATIONAL H	550.00			
122157	02/06/2025	PRINTED	002116 RANDALL SCOTT VAUGHN	1,500.00			
122158	02/06/2025	PRINTED	002116 RANDALL SCOTT VAUGHN	1,950.00			
122159	02/06/2025	PRINTED	004795 CHIZUM HALE	4,000.00			
122160	02/06/2025	PRINTED	001883 COGENT, INC	5,770.68			
122161	02/06/2025	PRINTED	000047 CITY OF LAWTON PENSION FU	1,263.58			
122162	02/06/2025	PRINTED	004781 COLLINS, ZORN & WAGNER, P	3,183.54			
122163	02/06/2025	PRINTED	002989 COMANCHE CO COMMISSIONERS	7,768.33			
122164	02/06/2025	PRINTED	002452 COMANCHE LUMBER INC	89.90			
122165	02/06/2025	PRINTED	001707 CORE & MAIN LP	77,595.18			
122166	02/06/2025	PRINTED	003858 COTTON ELECTRIC SERVICES	351.05			
122167	02/06/2025	PRINTED	001895 COVER 6 COUNSELING, LLC	200.00			
122168	02/06/2025	PRINTED	001725 COVERTTRACK GROUP, INC.	1,200.00			
122169	02/06/2025	PRINTED	001719 DAVID LAUERN GEORGE	110.00			
122170	02/06/2025	PRINTED	002019 DIGI SECURITY SYSTEMS, LL	343.00			
122171	02/06/2025	PRINTED	001765 DITCH WITCH OF OKLAHOMA,	1,344.70			
122172	02/06/2025	PRINTED	004778 DUNLAP CODDING PC	68.75			
122173	02/06/2025	PRINTED	005109 ENDEX OF OKLAHOMA, INC.	1,055.24			
122174	02/06/2025	PRINTED	001189 ENDURA, LLC	7,126.72			
122175	02/06/2025	PRINTED	001115 ENVIRONMENTAL EXPRESS INC	87.95			
122176	02/06/2025	PRINTED	001811 ERIC WRIGHT	700.00			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
122177	02/06/2025	PRINTED	001193 ERNEST WILLIAM HARTSHORN	13,240.20			
122178	02/06/2025	PRINTED	001079 EXPRESS EMPLOYMENT PROFES	6,244.34			
122179	02/06/2025	PRINTED	003404 FASTENAL COMPANY	760.96			
122180	02/06/2025	PRINTED	002671 FEDERAL EXPRESS CORP	28.54			
122181	02/06/2025	PRINTED	001393 FINLEY & COOK CPA	10,000.00			
122182	02/06/2025	PRINTED	003541 FIRE PROS LLC	1,269.52			
122183	02/06/2025	PRINTED	003297 FISHER SCIENTIFIC	794.51			
122184	02/06/2025	PRINTED	001824 FREESE AND NICHOLS INC	1,042.09			
122185	02/06/2025	PRINTED	002066 FRESHWORKS INC	850.50			
122186	02/06/2025	PRINTED	002833 FRIENDS OF THE LIBRARY	72.00			
122187	02/06/2025	PRINTED	001845 FUSION SIGN & DESIGN INC	1,542.00			
122188	02/06/2025	PRINTED	001302 G AND R ENTERPRISES LLC	5,474.48			
122189	02/06/2025	PRINTED	002768 GENERAL FUND	563.47			
122190	02/06/2025	PRINTED	001829 GILL'S DEMOLITION & BACKH	10,595.00			
122191	02/06/2025	PRINTED	004647 GOTO COMMUNICATIONS INC	15,691.59			
122192	02/06/2025	PRINTED	001799 GREYSTONE CONSTRUCTION CO	40,327.19			
122193	02/06/2025	PRINTED	003505 HACH	419.56			
122194	02/06/2025	PRINTED	002850 HEAVY TRUCK & TRAILER	148.69			
122195	02/06/2025	PRINTED	002111 HENDRICKSON TRANSPORTATIO	16,000.00			
122196	02/06/2025	PRINTED	002889 HIGH TECH OFFICE SYSTEMS	26,393.92			
122197	02/06/2025	PRINTED	004178 HILLIARY COMMUNICATIONS	745.33			
122198	02/06/2025	PRINTED	001549 HOWARD CONSTRUCTION, INC	142,794.50			
122199	02/06/2025	PRINTED	001896 INFOUSA MARKETING, INC	295.00			
122200	02/06/2025	PRINTED	001311 NORTH AMERICAN INSRANCE A	60.00			
122201	02/06/2025	PRINTED	001147 INTEGRITY CONSTRUCTION SE	23,300.00			
122202	02/06/2025	PRINTED	002973 JEFFS KEY & SAFE SHOP	95.00			
122203	02/06/2025	PRINTED	002396 JOHNSON & JOHNSON LOCKSMI	3,125.00			
122204	02/06/2025	PRINTED	001546 LANDON G. LANGLEY	9,288.00			
122205	02/06/2025	PRINTED	001182 LAWN WIZARD, INC	50,000.00			
122206	02/06/2025	PRINTED	003399 LAWTON AREA TRANSIT SYSTE	1,466.12			
122207	02/06/2025	PRINTED	001318 NANCY DAVISON	138.48			
122208	02/06/2025	PRINTED	001828 LAWTON NEWSPAPER LLC	333.43			
122209	02/06/2025	PRINTED	001531 CITY OF LAWTON	1,770,310.30			
122210	02/06/2025	PRINTED	002173 LEXISNEXIS RISK SOLUTIONS	1,640.00			
122211	02/06/2025	PRINTED	003124 LOCKE SUPPLY	7,434.69			
122212	02/06/2025	PRINTED	001040 MARIE DETTY YOUTH & FAMIL	6,215.49			
122213	02/06/2025	PRINTED	001583 MATHESON TRI-GAS INC	1,106.11			
122214	02/06/2025	PRINTED	001827 MICHAEL TAYLOR	23,912.40			
122215	02/06/2025	PRINTED	001032 MIDWEST TAPE LLC	8,000.00			
122216	02/06/2025	PRINTED	001818 MILLER-TIPPENS CONSTRUCTI	1,227,611.28			
122217	02/06/2025	PRINTED	001684 NAPA AUTO PARTS	74,580.58			
122218	02/06/2025	PRINTED	003257 NCL OF WISCONSIN, INC	196.32			
122219	02/06/2025	PRINTED	002899 NORTHERN SAFETY CO	1,150.40			
122220	02/06/2025	PRINTED	002873 O'REILLY AUTO PARTS	163.02			
122221	02/06/2025	PRINTED	003272 OK EMPLOYMENT SECURITY CO	8,316.49			
122222	02/06/2025	PRINTED	001081 OKLAHOMA BUREAU OF NARCOT	45.00			
122223	02/06/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN	26,265.84			
122224	02/06/2025	PRINTED	004138 OSBI	16,576.05			
122225	02/06/2025	PRINTED	999997 GREG RICH FARIES	17.25			
122226	02/06/2025	PRINTED	999997 RICHARD GRACIE GARRISON	17.25			
122227	02/06/2025	PRINTED	999997 SANDRA ANN MULLEN	23.00			
122228	02/06/2025	PRINTED	999998 ANDRES SANCHEZ	66.14			

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122229	02/06/2025	PRINTED	999998 CHRISTOPHER J HERRERA	90.22			
122230	02/06/2025	PRINTED	999998 CURTIS D MOORE	99.98			
122231	02/06/2025	PRINTED	999998 DAVID ZIEJEWSKI	43.19			
122232	02/06/2025	PRINTED	999998 DORIS DEJESUS	16.14			
122233	02/06/2025	PRINTED	999998 EDWARD D WILMORE	66.14			
122234	02/06/2025	PRINTED	999998 ETHAN VAUGHN	59.39			
122235	02/06/2025	PRINTED	999998 EVELYN J GARRETT	156.08			
122236	02/06/2025	PRINTED	999998 GABRIEL VALDEZ	120.19			
122237	02/06/2025	PRINTED	999998 GREGORY JEFFERSON	66.19			
122238	02/06/2025	PRINTED	999998 JACOB LINVILLE	32.17			
122239	02/06/2025	PRINTED	999998 JONATHON GUTHRIE	66.19			
122240	02/06/2025	PRINTED	999998 JUDITH NIELSEN	29.66			
122241	02/06/2025	PRINTED	999998 KESHAWN BUIE	36.98			
122242	02/06/2025	PRINTED	999998 LAQUITA SHELTON	150.00			
122243	02/06/2025	PRINTED	999998 MAKAYLA BERRY	65.97			
122244	02/06/2025	PRINTED	999998 MARK WAYNE CLODFELTER	113.28			
122245	02/06/2025	PRINTED	999998 MICHEAL B TRICE	19.63			
122246	02/06/2025	PRINTED	999998 MITCHELL REED	63.00			
122247	02/06/2025	PRINTED	999998 NATHAN HEIN	32.17			
122248	02/06/2025	PRINTED	999998 OSCAR PEREZ	66.19			
122249	02/06/2025	PRINTED	999998 PATRIOT HOMES OF LAWTON	112.91			
122250	02/06/2025	PRINTED	999998 RAVI ATTHOTA	27.45			
122251	02/06/2025	PRINTED	999998 REJOE JOY	66.19			
122252	02/06/2025	PRINTED	999998 SHELLDYN NICHOLAS	66.14			
122253	02/06/2025	PRINTED	999998 STEWART MARKETING LLC	66.19			
122254	02/06/2025	PRINTED	999998 TRACY WILCOCK	66.19			
122255	02/06/2025	PRINTED	999998 VETERANS SERVICE CENTER I	11.14			
122256	02/06/2025	PRINTED	999998 VICTOR MIRAMONTES	12.45			
122257	02/06/2025	PRINTED	999998 W W BUILDERS	2,936.75			
122258	02/06/2025	PRINTED	999998 WILFREDO RIVERA PADRO	66.19			
122259	02/06/2025	PRINTED	999995 VIRGINIA NOLAN	200.00			
122260	02/06/2025	PRINTED	003315 OVERHEAD DOOR GROUP LLC	485.00			
122261	02/06/2025	PRINTED	004237 PETER GOLDRING	1,500.00			
122262	02/06/2025	PRINTED	005187 PVS DX, INC.	13,500.09			
122263	02/06/2025	PRINTED	001187 PRIMARY STRUCTURE, INC	9,137.00			
122264	02/06/2025	PRINTED	004419 PROFORCE MARKETING INC	2,255.70			
122265	02/06/2025	PRINTED	001881 QUADIENT FINANCE USA, INC	102.51			
122266	02/06/2025	PRINTED	001862 QUILL LLC	1,943.49			
122267	02/06/2025	PRINTED	001249 RCN COMMUNICATIONS LLC	161.52			
122268	02/06/2025	PRINTED	002192 RED WING BUSINESS ADVANTA	355.48			
122269	02/06/2025	PRINTED	001157 REDNECK DOOR	4,250.00			
122270	02/06/2025	PRINTED	002906 ROLL-OFFS OF AMERICA, INC	27,720.00			
122271	02/06/2025	PRINTED	003464 RURAL WATER DIST #1	1,299.17			
122272	02/06/2025	PRINTED	003465 RURAL WATER DIST #2	238.00			
122273	02/06/2025	PRINTED	001198 RYDIN DECAL	739.12			
122274	02/06/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	20,951.82			
122275	02/06/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	561.12			
122276	02/06/2025	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW	260.00			
122277	02/06/2025	PRINTED	001158 STEARNS, CONRAD & SCHMIDT	59,779.00			
122278	02/06/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	11,465.72			
122279	02/06/2025	PRINTED	001532 SURVEYMONKEY INC	7,490.00			
122280	02/06/2025	PRINTED	005118 SUTPHEN CORPORATION	3,000.00			

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122281	02/06/2025	PRINTED	003597 T & W TIRE	153.90			
122282	02/06/2025	PRINTED	001679 T.E.CONSTRUCTION	101,214.00			
122283	02/06/2025	PRINTED	004158 THOMSON WEST	2,334.12			
122284	02/06/2025	PRINTED	001059 ULINE	1,152.83			
122285	02/06/2025	PRINTED	004199 UNIFIRST FIRST AID CORPOR	1,193.26			
122286	02/06/2025	PRINTED	001874 UNIFIRST CORPORATION	1,558.53			
122287	02/06/2025	PRINTED	001319 UNITED RENTALS NORTH AMER	22,939.22			
122288	02/06/2025	PRINTED	002286 UNIVAR SOLUTIONS USA INC	7,213.50			
122289	02/06/2025	PRINTED	003675 VERIZON WIRELESS	149.45			
122290	02/06/2025	PRINTED	003514 WARREN CAT	262,547.00			
122291	02/06/2025	PRINTED	003738 WAURIKA PROJECT MASTER	30,907.20			
122292	02/06/2025	PRINTED	001434 WICHITA WATER CONDITIONIN	357.91			
122293	02/06/2025	PRINTED	004185 WINSUPPLY LAWTON	27.30			
122294	02/13/2025	PRINTED	001737 A+ CONSTRUCTION & UTILITI	12,500.00			
122295	02/13/2025	PRINTED	001864 ADCOMP SYSTEMS, INC	6,172.60			
122296	02/13/2025	PRINTED	001210 AFFINITY INVESTMENTS	57,118.00			
122297	02/13/2025	PRINTED	002003 AIRGAS USA LLC	474.67			
122298	02/13/2025	PRINTED	001057 ALBRIGHT STEEL & WIRE	380.55			
122299	02/13/2025	PRINTED	004573 ALLSTATE TERMITE & PEST S	340.00			
122300	02/13/2025	PRINTED	003867 AMAZON CAPITAL SERVICES	1,390.83			
122301	02/13/2025	PRINTED	003378 AMERICAN ELECTRIC POWER	38,860.19			
122302	02/13/2025	PRINTED	001109 AMERICAN WATER WORKS ASSN	276.00			
122303	02/13/2025	PRINTED	001589 ANGELO HOUSTON	405.00			
122304	02/13/2025	PRINTED	001303 ASPLUNDH TREE EXPERT, LLC	7,168.00			
122305	02/13/2025	PRINTED	001037 AT & T	119.54			
122306	02/13/2025	PRINTED	001865 AUTO ALIGNMENT	70.00			
122307	02/13/2025	PRINTED	003383 BANK OF OKLAHOMA N.A./OKC	1,446,992.03			
122308	02/13/2025	PRINTED	001902 BIRMINGHAM PROCESS	455.00			
122309	02/13/2025	PRINTED	001106 BOUNDTREE MEDICAL LLC	2,949.81			
122310	02/13/2025	PRINTED	003083 BRENNTAG SOUTHWEST INC	38,620.37			
122311	02/13/2025	PRINTED	003224 C H GUERNSEY & COMPANY	3,186.45			
122312	02/13/2025	PRINTED	002365 CASCO INDUSTRIES INC	1,618.68			
122313	02/13/2025	PRINTED	004741 CDBL INC	291,536.81			
122314	02/13/2025	PRINTED	001228 CIMARRON CONSTRUCTION CO,	556,766.26			
122315	02/13/2025	PRINTED	003657 CITY NATIONAL BANK	2,000.00			
122316	02/13/2025	PRINTED	001833 COAST AUDIO VIDEO LLC	181.36			
122317	02/13/2025	PRINTED	002358 COMANCHE CO HEALTH DEPT	15.00			
122318	02/13/2025	PRINTED	001707 CORE & MAIN LP	159,692.80			
122319	02/13/2025	PRINTED	002511 COTTON ELECTRIC CO-OP	50,841.68			
122320	02/13/2025	PRINTED	001849 DENNIS KYLE STEVENS	600.00			
122321	02/13/2025	PRINTED	004455 DEVINE ENTITIES	47,550.00			
122322	02/13/2025	PRINTED	001214 DUSTIN ENT	11,867.73			
122323	02/13/2025	PRINTED	004254 EDDIE VALDEZ	150.00			
122324	02/13/2025	PRINTED	001115 ENVIRONMENTAL EXPRESS INC	1,945.41			
122325	02/13/2025	PRINTED	001442 EVOQUA WATER TECHNOLOGIES	1,139.00			
122326	02/13/2025	PRINTED	001079 EXPRESS EMPLOYMENT PROFES	7,765.30			
122327	02/13/2025	PRINTED	003404 FASTENAL COMPANY	189.20			
122328	02/13/2025	PRINTED	004172 FILE THIRTEEN LLC	66.00			
122329	02/13/2025	PRINTED	001183 FIRE EXTINGUISHER SALES &	200.00			
122330	02/13/2025	PRINTED	003541 FIRE PROS LLC	761.70			
122331	02/13/2025	PRINTED	001821 FISTA FOUNDATION	125.00			
122332	02/13/2025	PRINTED	004474 FLOYD & DRIVER, PLLC	3,802.83			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
122333	02/13/2025	PRINTED	001302 G AND R ENTERPRISES LLC	100.32			
122334	02/13/2025	PRINTED	004260 GARDEN DEPOT INC	554.00			
122335	02/13/2025	PRINTED	001655 GAVIN NICHOLLS	105.00			
122336	02/13/2025	PRINTED	003505 HACH	2,194.04			
122337	02/13/2025	PRINTED	002279 HAWKINS INC	2,030.84			
122338	02/13/2025	PRINTED	002850 HEAVY TRUCK & TRAILER	305.76			
122339	02/13/2025	PRINTED	001147 INTEGRITY CONSTRUCTION SE	6,000.00			
122340	02/13/2025	PRINTED	004539 J&A TRAFFIC PRODUCTS	2,430.00			
122341	02/13/2025	PRINTED	001643 JOHN A MARSHALL CO	414,258.88			
122342	02/13/2025	PRINTED	002396 JOHNSON & JOHNSON LOCKSMI	300.00			
122343	02/13/2025	PRINTED	001240 KENNETH LYON	8,505.00			
122344	02/13/2025	PRINTED	003399 LAWTON AREA TRANSIT SYSTE	152,274.55			
122345	02/13/2025	PRINTED	001318 NANCY DAVISON	77.50			
122346	02/13/2025	PRINTED	001667 LAWTON METROPOLITAN AIRPO	14,771.14			
122347	02/13/2025	PRINTED	001828 LAWTON NEWSPAPER LLC	102.00			
122348	02/13/2025	PRINTED	004662 LAWTON YOUTH SPORTS AUTHO	44,007.94			
122349	02/13/2025	PRINTED	001531 CITY OF LAWTON	45,068.00			
122350	02/13/2025	PRINTED	004327 FEDERAL CORPORATION	1,818.94			
122351	02/13/2025	PRINTED	001879 LOCKWOOD & SONS CONSTRUCT	10,498.44			
122352	02/13/2025	PRINTED	002260 MA & ARCHITECTURE LLC	49,765.00			
122353	02/13/2025	PRINTED	001583 MATHESON TRI-GAS INC	2,630.39			
122354	02/13/2025	PRINTED	002559 MEDICAL PRIORITY CONSULTA	8,100.00			
122355	02/13/2025	PRINTED	003617 NSI SOLUTIONS, INC.	385.16			
122356	02/13/2025	PRINTED	002873 O'REILLY AUTO PARTS	1,173.61			
122357	02/13/2025	PRINTED	001672 OKLAHOMA DEPARTMENT OF EN	204.00			
122358	02/13/2025	PRINTED	002598 OTA PIKEPASS	.65			
122359	02/13/2025	PRINTED	999997 CAMERON BRIAN MCNEESE	15.75			
122360	02/13/2025	PRINTED	999997 HARLEY SUMMER COMPTON	115.00			
122361	02/13/2025	PRINTED	999997 HARLEY SUMMER COMPTON	28.75			
122362	02/13/2025	PRINTED	999997 SARA JANELLE WAGNER	17.25			
122363	02/13/2025	PRINTED	999998 ANA DIAZ	59.39			
122364	02/13/2025	PRINTED	999998 COLONIAL REALTY	99.96			
122365	02/13/2025	PRINTED	999998 EMMA ALBERT	46.19			
122366	02/13/2025	PRINTED	999998 KAHSAY MESMER	66.19			
122367	02/13/2025	PRINTED	999998 KENT H RICHARDS	36.19			
122368	02/13/2025	PRINTED	999998 MYRNA CURRY	135.17			
122369	02/13/2025	PRINTED	999998 PRESTIGE PROPERTY GROUP L	66.19			
122370	02/13/2025	PRINTED	999998 REBECCA L SPENCER	21.09			
122371	02/13/2025	PRINTED	999998 ROCKY FLINT	66.19			
122372	02/13/2025	PRINTED	999998 RODNEY PARKER	46.42			
122373	02/13/2025	PRINTED	999998 SHAUNDRA ELLIS	51.50			
122374	02/13/2025	PRINTED	999998 STILLWATER CENTRAL RAILRO	145.00			
122375	02/13/2025	VOID	999995 KELLEY WRIGHT	.00			
122376	02/13/2025	PRINTED	005187 PVS DX, INC.	13,470.32			
122377	02/13/2025	PRINTED	004329 PETTY CASH	144.00			
122378	02/13/2025	PRINTED	001234 PIERCE COUCH HENDRICKSON	42,483.40			
122379	02/13/2025	PRINTED	004151 POLYDYNE INC	69,139.00			
122380	02/13/2025	PRINTED	002327 PRIEST BROTHERS INC	1,234.79			
122381	02/13/2025	PRINTED	001862 QUILL LLC	888.84			
122382	02/13/2025	PRINTED	001157 REDNECK DOOR	750.00			
122383	02/13/2025	PRINTED	004255 RON STEPHENS	120.93			
122384	02/13/2025	PRINTED	001232 ROSENSTEIN, FIST & RINGOL	10,510.12			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10501

FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
122385	02/13/2025	PRINTED	003466 RURAL WATER DIST #3	81.00			
122386	02/13/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	22,358.28			
122387	02/13/2025	PRINTED	001097 ARVEST BANK OPERATIONS, I	5.18			
122388	02/13/2025	PRINTED	004170 SHANE BURK GLASS	330.00			
122389	02/13/2025	PRINTED	002895 AAFEX FIRE SYSTEMS, INC	275.00			
122390	02/13/2025	PRINTED	001853 SOUTHWEST CHEMICAL OF LAW	1,791.05			
122391	02/13/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	763.71			
122392	02/13/2025	PRINTED	004735 SUMMIT UTILITIES OKLAHOMA	1,638.82			
122393	02/13/2025	PRINTED	003597 T & W TIRE	510.55			
122394	02/13/2025	PRINTED	001622 TRANSUNION RISK & ALTERNA	251.80			
122395	02/13/2025	PRINTED	002067 TYLER TECHNOLOGIES INC	10,979.00			
122396	02/13/2025	PRINTED	001603 UC INTERMEDIATE, INC	32,785.92			
122397	02/13/2025	PRINTED	001059 ULINE	397.08			
122398	02/13/2025	PRINTED	001874 UNIFIRST CORPORATION	1,551.75			
122399	02/13/2025	PRINTED	003738 WAURIKA PROJECT MASTER	163,801.43			
122400	02/13/2025	PRINTED	001434 R & R WATER-CULLIGAN	416.41			
122401	02/13/2025	PRINTED	001732 ZOLL MEDICAL CORP	5,533.62			
122402	02/13/2025	PRINTED	001707 CORE & MAIN LP	71,047.20			
382 CHECKS							
CASH ACCOUNT TOTAL				17,233,979.55	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
382 CHECKS	FINAL TOTAL	17,233,979.55	.00

** END OF REPORT - Generated by Rebecca Johnson **



City of Lawton

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

Commentary

File #: 24-2241

Agenda Date: 2/25/2025

Agenda No: 21.

ITEM TITLE:

Consider approving a lease agreement, retroactive to February 1, 2025, with Hilliary Development, Incorporated for the purpose of securing a temporary office space for the Parks and Recreation Lake Division Headquarters.

INITIATOR: Larry Parks, Parks and Recreation Director

STAFF INFORMATION SOURCE: Larry Parks, Parks and Recreation Director

BACKGROUND: The Parks and Recreation Land and Lakes Division needs temporary office space to conduct daily operations while renovations are conducted at the permanent headquarters building. The temporary headquarters will ensure continuity of services and operational efficiency. A one-year lease agreement with two optional 1 year extensions has been negotiated for office space owned by Hilliary Development, Inc located at 5215 NW Tackle Box Road, Lawton, Oklahoma 73507. This building meets the Division's space, accessibility, IT, and operational needs. The temporary relocation will ensure minimal disruption to public services, project planning, and field operations. The selected space offers proximity to existing parks and recreational sites managed by the Lakes Division.

EXHIBIT: Lake Division Lease Agreement

KEY ISSUES: Without this facility the Lakes Division's ability to provide efficient world class service is disrupted.

FUNDING SOURCE: Funding is available through the Lakes operating budget under line item 1005006-52000.

STAFF RECOMMENDED COUNCIL ACTION: Approve a lease agreement with Hilliary Development Incorporated retroactive to February 1, 2025 for a temporary headquarters office for the Parks and Recreation Land and Lakes Division for a one-year period.

COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this __01__ day of February 2025, by and between HILLIARY DEVELOPMENT, INC. (hereinafter referred to as "Landlord") and **The City of LAWTON**, (hereinafter referred to as "Tenant"), WITNESSETH:

For and in consideration of the Rent (as defined below) herein reserved, and of the covenants, conditions, agreements, and stipulations of the Tenant hereinafter expressed, the parties agree as follows:

1. **LEASED PREMISES.** The Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described premises located in Comanche, Oklahoma:

All of Lot Eleven (11), and a portion of Lot Seven (7), and Lot Eight (8), RIDLING SUB-DIVISION, Comanche County Oklahoma, according to the recorded plat thereof; more particularly describing the portion of Lot 7 and Lot 8 as follows:

Beginning at the Southeast Corner of Lot 7; THENCE North 177.06 feet; THENCE Northwesterly on a curve to the right, having a radius of 5,854.6 feet, a distance of 55 feet; THENCE West parallel to the Section line, a distance of 11 feet; THENCE South 208.71 feet; THENCE East 56 feet, to the point of beginning; AND Beginning at the Southeast Corner of Lot 8; THENCE North 36.5 feet; THENCE Northwesterly 251.8 feet; THENCE South 177.06 feet; THENCE East 208.71 feet, to the point of beginning.

together with all improvements thereon and the appurtenances thereunto belonging.

See also Exhibit A hereto (the "Leased Premises").

2. **TERM.**

- a. **Possession Date.** Landlord shall deliver possession of the Leased Premises to Tenant on the day the lease is signed by all parties. (the "Possession Date"). Tenant shall be provided with reasonable opportunities to enter the Leased Premises prior to the Possession Date to take measurements and to perform customary work to prepare for the Possession Date so long as Tenant does not unreasonably disturb or interfere with the use of the existing occupant or the work of the Landlord. From and after the Possession Date, all of Tenant's obligations under this Lease, other than the obligation to pay Rent in the event the Possession Date precedes the Commencement Date, shall be in full force and effect.
- b. **Failure of Landlord to Deliver Possession.** In the event Landlord fails to deliver possession of the Leased Premises within thirty 30 days of the Possession Date, Tenant may elect to terminate this Lease by giving Landlord written notice of termination. Upon the date that is fifteen (15) days following receipt of such notice by Landlord, this Lease shall terminate and be of no further force and effect, the Landlord shall return all amounts previously paid by Tenant to Landlord (except the application fee, if any) and the parties shall have no further liability to the other except for those liabilities that expressly survive

termination of this Lease). Notwithstanding the foregoing, if Landlord delivers possession of the Leased Premises within the fifteen (15) day period following its receipt of Tenant's notice of termination, Tenant's notice shall be void and of no further force or effect and this Lease shall not terminate.

- c. Commencement Date and Term. The term of this Lease shall be for One (1) year (the "Term") commencing on the day the lease is signed by all parties (the "Commencement Date"). Following the initial term, the lease may be extended an additional two (2) additional periods of one year each.

3. **RENT**. Beginning on the Commencement Date and continuing throughout the Term, Tenant hereby covenants and agrees to pay Rent (as defined below) for the Leased Premises to the Landlord at PO Box 105, Lawton, Oklahoma 73501, or by such other means or at such other place as the Landlord may from time to time designate in writing. Rent for the first year of this Lease shall be due on or before January 1, 2025.

<u>Year</u>	<u>Rent</u>
1	\$21,000.00 per year

4. **REAL ESTATE TAXES**. Landlord shall be responsible for payment of all Real Estate Taxes. "Real Estate Taxes" shall be defined as including the following items: (i) real estate taxes, (ii) assessments levied, assessed, or imposed against such land and/or buildings or the rents or profits therefrom to the extent that the same shall be in lieu of all or any portion of any items hereinabove set forth, and (iii) all water and sewer rents, charges, taxes, and frontage assessed or imposed. If due to a change in the method of taxation, any franchise, income, profit, or other tax, however designated, shall be levied against Landlord's interest in the property in whole or in part for or in lieu of any tax which would otherwise constitute Real Estate Taxes, such taxes shall be included in the term Real Estate Taxes for purposes hereof.

5. **PROPERTY INSURANCE**. "Property Insurance" shall be defined as insurance coverage necessary to insure: (i) the building and improvements on the Leased Premises against loss or damage by fire or other casualty insurable under standard fire and extended coverage insurance (including, if necessary, flood insurance) in an amount equal to the full current replacement cost of said building and improvements, and (ii) for all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the Leased Premises or any act or omission of the Landlord or Tenant, for injury to or death of any person and for damage to property.

6. **USE OF LEASED PREMISES**. The Tenant shall use said Leased Premises for the administrative offices and management of local lake operations and for no other purpose whatsoever (the "Permitted Use"). Tenant shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Leased Premises or use or permit

anything on the Leased Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of any of Landlord's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Landlord or other tenants of Landlord's building, their agents, servants, employees, and customers.

7. **MAINTENANCE AND REPAIRS.**

a. Tenant's Duty to Maintain, Repair and Replace. Tenant shall, at Tenant's own cost, maintain and make all necessary repairs and replacements (with material of the same or better quality as that to be repaired or replaced) to the following:

i. The interior of the Leased Premises, including lights, windows, window glass, plate glass, doors, store fronts, lifts, floor surface and coverings, carpeting, interior walls, wall coverings, partitions and finish work, ceilings, dock bumpers, levelers, truck and rail doors, bathrooms, kitchens, and fixtures in the Leased Premises or used in connection therewith.

ii. The down spouts, fire sprinkler heads (if any), foam sprinkler system (if any), and in-rack sprinklers (if any) in the Leased Premises or used in connection therewith.

iii. All lawn and landscaping maintenance, including but not limited to keeping the lawn and landscaping adequately watered, the yard mowed, and the shrubbery trimmed.

iv. All other items in the Leased Premises or used in connection therewith that Landlord is not expressly obligated to maintain, repair, or replace pursuant to the terms of this Lease, including but not limited to:

1. Smoke detectors. Tenant acknowledges that Leased Premises is equipped with smoke detector(s) in good working order and repair. Tenant agrees to be solely responsible to check smoke detectors every thirty (30) days and notify Landlord immediately if smoke detectors are not functioning properly. Tenant shall replace batteries in smoke detectors as needed to insure they operate properly.

2. HVAC filters. Tenant is responsible for changing HVAC filters regularly (at least every three months), and shall be responsible for any HVAC servicing fees if excessively dirty HVAC filters are present at any time. Tenant shall also be responsible for damage to HVAC systems caused by dirty or missing HVAC filters.

3. Light bulbs. Tenant is responsible for supplying and changing light bulbs as needed.
- b. Tenant's Obligations, Neglect and Omissions. All maintenance, repairs, and replacements performed by or at the direction of Tenant shall be done in a good and workmanlike manner and in accordance with the terms of this Lease and applicable laws. Notwithstanding anything to the contrary herein, Tenant shall be responsible for any maintenance, repair, or replacement (with material of the same or better quality as that to be repaired or replace) necessitated by the Tenant's neglect or omission and that of Tenant's agents, employees, invitees, licensees, or visitors. If Tenant fails to perform its obligations of maintenance, repair, or replacement hereunder, Landlord is authorized to come onto the Leased Premises, make such repairs, said Tenant shall thereupon reimburse and compensate the Landlord within thirty (30) days after rendition of a statement by the Landlord, for the total cost of such repair. Such cost shall be considered Additional Rent.
- c. Notice of Needed Maintenance and Repairs. All requests for maintenance, repairs, and replacements that are the responsibility of Landlord under the terms of this Lease must be made in writing and delivered to Landlord in accordance with the notice provisions in this Lease. Tenant shall promptly notify Landlord of any work required to be performed by Landlord and Landlord is not responsible for any such work until Tenant notifies Landlord for the need thereof in writing. After receipt of such notice, Landlord will perform the required maintenance, repair, or replacement with reasonable diligence. Landlord's liability for any defects, repairs, replacement, or maintenance for which Landlord is specifically responsible under this Lease shall be limited to the cost of performing the work.

8. BUILDING SERVICES.

- a. Party Responsible for Building Services. Tenant shall be responsible for the charges and assessments for all electrical, gas, sanitary and storm sewerage, water, other utilities, sprinkler monitoring devices (if any), and security systems (if any) (the "Building Services") provided for the benefit of the Leased Premises. For those Building Services for which separate metering is available to the Leased Premises, Tenant shall arrange for connection to all such services and pay directly to the appropriate supplier all costs of such services, including but not limited to security deposits, initial connection charges, taxes, penalties, and surcharges.
- b. Party Responsible for Telecommunications Services. Landlord agrees to provide internet services at no cost to the Tenant.
- c. Interruptions. Landlord's failure to furnish, or any interruption or termination of, Building Services or Telecommunications Services or other services due to the application of laws, the failure of any equipment, the performance of repairs, improvements or alterations, or the occurrence of any event or cause beyond the

reasonable control of Landlord shall not render Landlord liable to Tenant, constitute a constructive eviction of Tenant, give rise to an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement. Notwithstanding the foregoing and anything contained in this Lease to the contrary, if (a) an interruption or curtailment, suspension or stoppage of an Essential Service (as defined below) shall occur as a result of repairs to the Leased Premises or the property of which the Leased Premises forms a part made by Landlord, or the negligence or willful misconduct of Landlord, its agents, contractors, or employees (any such repair, negligence, or willful misconduct, or interruption of an Essential Service being hereinafter referred to as a "Service Interruption"), and (b) such Service Interruption continues for more than three (3) consecutive days after Landlord shall have received written notice thereof from Tenant, and (c) as a result of such Service Interruption, the conduct of Tenant's normal operations in the Leased Premises are adversely affected, then there shall be an abatement of one day's prorated Rent for each day during which such Service Interruption continues after such three (3) day period; provided, however, if Tenant's use of the entire Leased Premises have not been adversely affected by the Service Interruption, the amount of abatement shall be equitably prorated. For purposes hereof, the term "Essential Services" shall mean the following services: water, sewer/septic, electricity, telecommunications, natural gas, air conditioning and heating services.

- d. Use of Sewerage. Tenant shall pay all costs caused by Tenant's introduction of excessive pollutants or solids other than ordinary human waste into the sanitary sewer system, including but not limited to permits, fees and charged levied by any governmental subdivision for any such pollutants or solids. Tenant shall pay all surcharges levied due to Tenant's use of sanitary sewer or waste removal systems.

9. **JANITORIAL SERVICES AND PEST EXTERMINATION**. Tenant agrees to keep all rubbish and garbage in containers while on the Leased Premises and shall dispose of all such rubbish and garbage in the dumpster or other containers located on or in the vicinity of the Leased Premises. The Tenant shall perform and provide for all of Tenant's janitorial services and pest extermination required on the Leased Premises.

10. **SUBLETTING AND ASSIGNING**.

- a. Sublet or Assignment by Tenant. The Tenant shall not sublet any portion of the Leased Premises nor assign this Lease in whole or in part without the written consent of the Landlord as to both the terms of such assignment or sublease and the identity of such assignee or sublessee. In the event of a subletting so approved by Landlord, Tenant shall nevertheless remain obligated to Landlord under the terms of this Lease Agreement. Further, consent by Landlord to one subletting or assignment shall not operate as a consent to any subsequent subletting or assignment.
- b. Transfer or Assignment by Landlord. The Landlord is entitled to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Leased Premises. Any such sale, transfer or assignment shall release Landlord from all liabilities arising

after the date of such sale, assignment or transfer, and Tenant agrees to look solely to the successor in interest of the Landlord for the performance of such obligations.

11. PARKING. Landlord will provide reasonable, non-exclusive parking to accommodate Tenant's Permitted Use of the Leased Premises during the Term. Tenant shall not allow its agents, employees, or invitees or visitors to utilize parking areas or adjacent street parking, if any, in a manner that exceeds the reasonable and customary parking needs associated with the Tenant's Permitted Use of the Leased Premises or that unreasonably interferes with the reasonable parking needs of other properties in the Leased Premises. Landlord agrees to remove all brick parking barricades from property and allow Tenant to gravel more parking area from the garage door, northerly to the existing gravel pad.

12. LAWS. Tenant, at its own cost, shall comply with all zoning requirements, restrictive covenants and encumbrances of record affecting the Leased Premises and all laws, ordinances, orders, rules and regulations now in effect or enacted subsequent to the date hereof by state, federal, municipal or other agencies and bodies having jurisdiction over Tenant or the use, condition and occupancy of the Leased Premises and all matters of record and any regulations pursuant thereto affecting the Leased Premises.

13. SIGNS, AWNINGS, CANOPIES, ETC. The Tenant shall not install nor maintain any sign (whether neon, translucent, plastic, or otherwise), awning, or canopy anywhere on the property containing the Leased Premises and will not place nor maintain on any exterior door, wall or window of the property containing the Leased Premises any decoration, lettering or advertising matter unless plans and specifications shall first be approved by Landlord in writing. Further, Tenant agrees to maintain such sign, awning, canopy, decoration, lettering, or advertising matter as may be approved by Landlord in good condition and repair at all times. Any approved sign, awning, canopy, decoration, lettering, or advertising matter shall comply with all terms and conditions of the requirements set forth in the Rules and Regulations and Landlord may, at Tenant's cost, remove any item installed or maintained in violation of the terms of this Lease after providing Tenant written notice and ten (10) days to remedy the violation.

14. CONDITION OF THE PREMISES, CHANGES, AND IMPROVEMENTS.

- a. Condition of Leased Premises. Prior to occupying the Premises, Tenant is responsible for inspecting the Premises for cleanliness and existing damage. If the Premises needs any cleaning or repairs, Tenant must notify Landlord in writing prior to occupying the Premises, but in no event later than twenty-four (24) hours after the Possession Date. Landlord warrants that, as of the Possession Date, the existing electrical, plumbing, fire sprinklers (if any), lighting, heating, ventilation and air conditioning systems, sump pumps (if any) and all other such systems servicing the Leased Premises shall be in good operating condition and structural elements of the roof, bearing walls, and foundation of the Leased Premises are free of material defects. Subject to the foregoing, Tenant acknowledges that Tenant has inspected the Leased Premises and hereby accepts same in "as is" condition and that Landlord has made no warranties and/or representations regarding the condition of the Leased Premises other than that to Landlord's knowledge

- (i) the Leased Premises are not subject to any restrictive covenants or restrictions, easements or declarations that would adversely affect the Tenant's Permitted Use; (ii) the Landlord is the fee owner of the Leased Premises; (iii) the Leased Premises are in compliance with all applicable laws, rules, codes and ordinances; and (iv) there is no pending or threatened litigation or enacted, pending or proposed condemnation proceedings or other governmental action that would adversely affect Tenant's rights to engage in the Permitted Use and use and enjoy the Leased Premises as provided in this Lease.
- b. Landlord Not Obligated to Make Improvements or Alterations. Landlord shall have no obligation to make any improvements or alterations in or to the Leased Premises, nor shall Landlord be obligated to pay Tenant any allowance for such improvements or alterations.
- c. Tenant Alterations. Tenant shall not make any changes, alteration, additions, or improvements to the Leased Premises without the written consent of the Landlord, which may be withheld in Landlord's sole discretion. Provided, however, Tenant may, at Tenant's own cost, erect such shelves, bins, machinery, trade fixtures and other free-standing structures (collectively, "Trade Fixtures") in the ordinary course of Tenant's business so long as the Trade Fixtures do not alter the basic character of the Leased premises, do not damage the Leased Premises, do not affect any structural components, the roof, or the electrical, plumbing, or mechanical systems of the Leased Premises. Further, such Trade Fixtures must be removable from the Leased Premises without damage to the Leased Premises and the construction, erection, and installation of the Trade Fixtures must comply with all terms of this Lease and applicable laws. The only exception is ADA entrance/exit requirements.
- d. Landlord's Approval of Tenant Alterations. In the event Landlord provides written consent to Tenant to make any alterations or physical additions in or to the Leased Premises (the "Tenant Alterations"), Landlord's review and approval of plans and specifications and monitoring of construction shall be solely for Landlord's benefit and shall not impose any duty or obligation on Landlord to confirm that the plans and specifications and construction comply with all terms of this Lease and applicable laws. Any Tenant Alterations shall be made or performed at Tenant's own cost in compliance with all terms of this Lease. All Tenant Alterations must be made or performed in a good and workmanlike manner. All Tenant Alterations become the property of the Landlord upon completion and must, at the option of the Landlord, be surrendered to Landlord upon termination of this Lease without credit to Tenant; provided, however, Landlord, at Landlord's option, may require Tenant, at Tenant's own cost, to remove any Tenant Alterations prior to vacating the Leased Premises and to restore the Leased Premises to the condition existing as of the Possession Date. Upon completion of any Tenant Alterations, Tenant shall provide Landlord with "as built" plans, copies of all contracts concerning work on the Tenant Alterations, and proof of payment for all labor and materials, including but not limited to lien waivers.

- e. Landlord's Right to Make Changes and Alterations. Landlord reserves the right at any time to make changes, alterations, or additions in or on the property in which the Leased Premises are contained, provided that any such changes, alterations, or additions shall not in any material manner limit, reduce, or otherwise adversely affect Tenant's rights under this Lease or Tenant's ability to use and quietly enjoy the Leased Premises in accordance with the terms of this Lease.

15. LIMIT OF LANDLORD'S LIABILITY. Neither the Landlord nor its employees, directors, officers, or agents will be liable in damages, by abatement in Rent or otherwise, for any loss or damage to any property of the Tenant on the Leased Premises, nor any property of Tenant's agents, employees, invitees, or visitors whether by theft or from any other cause whatsoever. Neither the Landlord nor its employees, directors, officers, or agents will be liable for any injury or damage to persons or property on the Leased Premises; nor will the Landlord or its employees, officers, director, or agents be liable for any damage caused by operations in construction of any private or public or quasi-public work. None of the limitations of the liability provided for in this paragraph shall apply if such loss, injury, or damages are proximately caused by the gross negligence or breach of the Landlord.

16. HAZARDOUS SUBSTANCES.

- a. Definition of Hazardous Substances. The term "Hazardous Substances" means dangerous waste, hazardous waste or hazardous substances that are regulated as toxic or otherwise hazardous to human health or the environment under any applicable law. Hazardous Substances includes, but is not limited to, any hazardous waste or hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 *et seq.*), the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6901 *et seq.*), or any analogous state or local law.
- b. Hazardous Substance Use. All use, storage, release, handling, transportation, treatment, or storage by Tenant of Hazardous Substances on the Leased Premises shall be carried out in compliance with applicable federal, state, and local laws, ordinances, and regulations. Tenant shall not dispose of Hazardous Substances on the Leased Premises.
- c. Landlord's Representation. Landlord represents and warrants that to the best of Landlord's knowledge, Landlord having no obligation to have made any independent study or investigation, that (i) there have been no releases of Hazardous Substances on the Leased Premises, (ii) no Hazardous Substances have been used, generated, treated, stored or disposed of on the Leased Premises, and (iii) no claim of liability relating to the presence of adverse environmental conditions on the Leased Premises has been made or has threatened to be made.

17. INSURANCE.

- a. Tenant's Liability Insurance. Tenant, at Tenant's own cost, will provide and keep in full

force and effect during the term of this Lease, general commercial liability insurance applicable to the Leased Premises, its appurtenances, and Tenant's actions, insuring the Landlord and Tenant covering bodily injury to persons, including death and loss of or damage to real and personal property, with limits of not less than \$1,000,000.00. Landlord shall be named an additional insured under such coverage and such coverage shall comprehend full coverage of the indemnity set forth in subsection (a) above.

- b. Tenant's Fire and Casualty Insurance. Tenant, at Tenant's own cost, will provide and keep in full force and effect during the term of this Lease, insurance coverage insuring Tenant Alterations, Trade Fixtures installed or paid for by Tenant, Tenant's personal property located within the Leased Premises, including but not limited to all equipment, furnishings, goods, supplies, and inventory, against loss or damage by fire or other casualty. The coverage limit of such insurance must be no less than full replacement cost. Landlord has no obligation to insure any of the aforesaid items.
- c. Landlord's Insurance. Landlord has no obligation to insure Tenant or any of Tenant's property. Further, Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord.

18. LIENS AND ENCUMBRANCES.

- a. Encumbering Title. Tenant shall not do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.
- b. Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers', or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of, Tenant; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien, if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to insure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of non-payment thereof; provided further, however, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

19. ESTOPPEL CERTIFICATE STATEMENT, ATTORNMENT, SUBORDINATION, AND EXECUTION OF DOCUMENTS.

a. Estoppel Certificates.

i. Tenant agrees that at any time and from time to time at reasonable intervals, within five (5) business days after written request by Landlord, Tenant will execute, acknowledge, and deliver to Landlord, Landlord's mortgagee, or others designated by Landlord, a certificate in such form as may from time to time be provided to Tenant, ratifying this Lease, and certifying:

1. that this Lease is in full force and effect, and has not been assigned, modified, supplemented, or amended in any way, or, if there has been any assignment, modification, supplement, or amendment, identifying the same;
2. that this Lease represents the entire agreement between Landlord and Tenant as to the subject matter hereof any assignment, modification, supplement, or amendment, identifying the same.
3. the Commencement Date and Termination Date;
4. that all conditions under this Lease to be performed by Landlord have been satisfied (and if not, what conditions remain unperformed);
5. that to the knowledge of the signer of such writing, no default exists in the enforcement of this Lease by Landlord or specifying each default, defense, or offset of which the signer may have knowledge;
6. that no rental has been paid in advance other than for the month in which such certificate is signed by Tenant;
7. the amount of the security deposited with Landlord; and
8. the date to which all rentals due hereunder have been paid under this Lease.

ii. Tenant's failure to deliver such certificate, in addition to being a default under this Lease, will (1) be deemed to establish conclusively items (a)(1) through (a)(8) above. Any note and cure provisions set for in any other part of this Lease do not apply to a default of this subsection (a).

b. Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize

such purchaser as the Landlord, subject to all of Tenant's duties, obligations, rights, and options under this Lease.

- c. Subordination of Lease. Upon request by the Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or the buildings of which the Leased Premises are a part, or against any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof; provided, however, that a condition precedent to Tenant's requirement to subordinate hereunder shall be that Tenant, upon any default in the terms of such financing by Landlord, shall have the right to pay the Rent due hereunder directly to the mortgagee or other persons to whom Landlord may be obligated under such financing and, as long as Tenant does so pay the Rent as herein provided, this Lease and all Tenant's rights and options hereunder shall remain in full force and effect as to such mortgagee or other financing obligee of Landlord.
- d. Further Instruments or Certificates. The Tenant, upon request of any party in interest, shall execute, within five (5) business days of Tenant's receipt, such instruments or certificates to carry out the intent of this Section as shall be requested by the Landlord. Provided, however, that nothing contained in such instruments or certificates required by Landlord shall be in derogation of any rights granted to Tenant hereunder, nor expand Tenant's obligations hereunder, and if any such instruments or certificates would have the effect of accomplishing one or both of the foregoing, either explicitly or implicitly, then Tenant shall not be obligated to execute the same.

20. NOTICES: All notices, requests, instructions, and other communications to be given under this Agreement must be in writing and given by hand delivery in return for a receipt, certified or registered mail (return receipt requested), or by overnight express service, address to the respective party at the following addresses:

IF TO TENANT:

City Clerk's Office
212 SW 9th St.
Lawton, Ok 73501

IF TO LANDLORD:

Hilliary Development, Inc
529 Telephone Park
Lawton, Oklahoma 73507

or to such other address as one party may hereafter advise the other of by giving notice as set forth above. Any notice is deemed to have been given and received on the date of hand delivery in return for a receipt or, if mailed, on the date upon which the return receipt is signed or delivery is refused

or the notice is designated by the express service or postal authorities as non-deliverable, as the case may be. Notices may also be sent via email (and shall be deemed given and received on the date of receipt) provided that a copy of the same is contemporaneously sent by one of the other methods set forth above.

21. DEFAULT.

a. Events of Default.

i. The following events constitute a default by Tenant (an “Event of Tenant Default”) under this Lease:

1. If the Tenant shall, at any time, be in default of the payment of either Rent or any payments required of Tenant hereunder, after the same shall be due hereunder, regardless of whether demand has been made therefor;
2. If Tenant shall be in default of any of the covenants and conditions of this Lease to be kept, observed, and performed by Tenant, other than for payment of Rent or any other payments required of Tenant hereunder, for more than ten (10) days after the giving of written notice by the Landlord to the Tenant of such default;
3. If Tenant shall vacate or abandon the Leased Premises, or fail to take possession of the Leased Premises; or
4. If Tenant or any guarantor of this Lease shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed and shall not be discharged within ten (10) days from the date of such appointment.

ii. The following events constitute a default by Landlord (an “Event of Landlord Default”) under this Lease:

1. The Landlord fails to perform the obligations required of Landlord by this Lease within ten (10) days after written notice by Tenant to Landlord specifying which obligation(s) Landlord has failed to perform; provided, however, that if the nature of the specified obligation(s) is such that more than ten (10) days are reasonably required for performance, then Landlord shall not be in default if it commences performance within such ten-day (10) period and thereafter diligently prosecutes the same to completion.

b. Remedies.

i. On the occurrence of an Event of Tenant Default, Landlord may re-enter and take possession of the Leased Premises, by picking or changing locks if necessary, and lock out, expel, or remove the Tenant and any other person who may be occupying all or any part of the Leased Premises and may: (1) relet said Leased Premises as the agent of the Tenant, and reserve the Rent therefrom, applying the same first to the payment of Landlord's damages, and then to the payment of the Rent accruing hereunder; but whether the Leased Premises are relet, the Tenant shall remain liable for the equivalent of all Rent and other charges provided for under this Lease; or (2) terminate this Lease, wholly discharged from any obligations under the term of this Lease. Termination of the Lease does not discharge or in any way affect Tenant's obligation to pay Landlord all the Rents or other charges or payments accruing under the Lease up to the date of termination. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated by Landlord only by written notice of such termination to Tenant, and no other act or omission of Landlord constitutes a termination of this Lease.

ii. If, on the occurrence of an Event of Tenant Default, Landlord elects to terminate this Lease, Landlord shall be entitled to recover as damages a sum of money equal to the total of (i) the unpaid Rent and any other sums accrued hereunder at the date of termination (including interest at the past due rate if in arrears), (ii) a sum equal to the amount, if any, by which (y) the present value (determined using a discount rate of seven percent (7%) per annum) of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the term (as the same would have been extended by the exercise by Tenant of any renewal options expressly granted under this Lease), if the terms of this Lease had been fully complied with by Tenant, exceeds (z) the total fair market value (determined using a discount rate of seven percent (7%) per annum) of the Leased Premises for the balance of the term (as the same would have been extended by the exercise by Tenant of any renewal options expressly granted under this Lease), (iii) the amount of any unamortized improvements to the Leased Premises paid for by Landlord, (iv) the amount of any unamortized brokerage commission paid by Landlord in connection with the leasing of the Leased Premises and (v) any other sum of money or damages owed by Tenant to Landlord. Tenant agrees that the calculation of damages set forth in this subsection (b)(ii) constitutes liquidated damages (as exact damages caused by the Event of Tenant Default are difficult to estimate accurately) and are not a penalty or forfeiture.

iii. On the occurrence of an Event of Tenant Default, whether Landlord elects to relet as the agent of the Tenant or to terminate the Lease, the Landlord's damages shall include, without limitation, loss and damage due to the failure of Tenant to maintain and or repair the Leased Premises as required and any expenditures made by Landlord in order to recover and relet the Leased Premises, including, but not limited to, leasing commissions, lease incentives, and remodeling and repair costs.

iv. If Landlord exercises its right to lock out Tenant in accordance with the terms of this Lease, Tenant agrees that no notice is required to be posted by Landlord on any door to the Leased Premises (or elsewhere) disclosing the reason for such action or any other information, and that Landlord is not obligated to provide a key to the changed lock to Tenant unless Tenant has first:

1. brought current all payments due to Landlord under this Lease (unless Landlord has permanently repossessed the Leased Premises or terminated this Lease, in which event payment of all past due amounts will not obligate Landlord to provide a key);
2. fully cured and remedied all other Events of Tenant Default (unless Tenant has abandoned or vacated the Leased Premises, in which event Landlord is not obligated to provide the new key to Tenant under any circumstances); and
3. provide Landlord with an additional security deposit and assurances reasonably satisfactory to Landlord that Tenant intends to and can meet and comply with its future obligations under this Lease, both monetary and non-monetary.

v. If Landlord exercises its right to lock out Tenant in accordance with the terms of this Lease, Landlord shall, within ten (10) days after the lock out date and upon written request by Tenant and upon Tenant's execution and delivery of such waivers and indemnifications as Landlord may reasonably require, at Landlord's option, either:

1. escort Tenant or its specifically authorized employees or agents to the Leased Premises to retrieve personal belongings of Tenant's employees and personal property of Tenant, or
2. obtain from Tenant a list of such personal property and arrange for such items to be removed from the Leased Premises and made available to Tenant at such time and place as Landlord may designate, provided however, Tenant must pay in cash in advance to Landlord the estimated costs that Landlord may incur for moving and storage charges to be incurred by Landlord with respect to such property.

vi. All of Landlord's rights and remedies set forth herein are cumulative and pursuit of any remedy specified in this Lease will not constitute an election to pursue that remedy only, nor preclude Landlord from pursuing any other remedy available at law or in equity or by statute, nor constitute a forfeiture or waiver of any Rent or other amount due to Landlord as described herein. In addition to other

remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by applicable law, to injunctive relief or to a decree compelling performance, in each case with respect to any of the covenants, agreements, conditions or provisions of the Lease. In addition, in all events Landlord shall be entitled to recover from Tenant reasonable attorneys' fees actually incurred.

vii. Landlord will not be liable for any claims or liabilities arising from Landlord's exercise of its remedies set forth in this Lease upon the occurrence of an Event of Tenant Default. Landlord may take any of the actions set forth herein without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without incurring any liability for any damage resulting therefrom, and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law; Tenant hereby waives any right to claim damage for such reentry and expulsion.

- c. All obligations of Landlord hereunder shall be construed as covenants, not conditions and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for an Event of Landlord Default. Any liability of Landlord under this Lease shall be limited solely to its equity interest in the Leased Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord, its affiliates, owners, partners, members, joint ventures or any officer, director, or employee of the foregoing. Tenant agrees that in the event of any act or omission by Landlord hereunder which could give Tenant the right to terminate this Lease or to claim a partial or total eviction (actual or constructive), Tenant shall not exercise any such right until it has notified in writing every mortgagee (provided Landlord has notified Tenant of the name and address of any such mortgagee or Tenant has actual knowledge thereof) and such party has not cured such act or omission within a reasonable time period.

22. SURRENDER AND HOLDING OVER.

- a. Surrender of the Leased Premises. Upon the expiration of or prior termination of this Lease, the Tenant shall remove all property of the Tenant from the Leased Premises and surrender the Leased Premises to the Landlord "broom clean" in as good order and condition as they were upon the Commencement Date, ordinary wear and tear excepted. In addition, should Tenant fail to satisfy the restoration and surrender provisions of this Lease upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord.
- b. Tenant's Property Left in Leased Premises. If Tenant abandons, vacates, or surrenders or is locked out (by Landlord due to an Event of Tenant Default) of the Leased Premises, or is dispossessed by process of law, or otherwise, all Trade Fixtures, Tenant Alterations, and Tenant's property of every kind left in or about the Leased Premises on or after ten (10) days after the date Tenant abandons, vacates or surrenders, or is locked out of the Leased Premises will, at the option of Landlord, be deemed abandoned and may, at the

expense of Tenant, be disposed of, kept in place, used, sold, destroyed or stored by Landlord without notice to Tenant or any other person and without any obligation to credit or account to Tenant or any other person for such fixtures, alterations, or property. Tenant hereby waives any right to claim damages in connection with any such disposal, use, sale, distribution or storage of such fixtures, alterations, or property.

- c. Holding Over. If Tenant does not vacate the Leased Premises upon the expiration or termination of this Lease without first obtaining the written consent of Landlord to remain in the Leased Premises, such holding over shall constitute, and be construed as, a tenancy at will at the daily rental equal to one-thirtieth (1/30th) of an amount equal to, in addition to Additional Rent, (i) two (2) times the rate of the Base Rent immediately prior to the expiration or termination of the Lease with respect to the initial sixty (60) day period immediately after the date of expiration or termination of this Lease, and (ii) three (3) times the Base Rent immediately prior to the expiration or termination of the Lease with respect to the period after such initial sixty (60) day period. All other terms and provision of this Lease shall apply during such holdover period, except for options granted to Tenant, if any, for renewal of the Lease, expansion of the Leased Premises, purchase of the Leased Premises, or any right of first refusal to purchase the Leased Premises. During such holdover period, Tenant agrees to vacate the Leased Premises in strict compliance with the terms of this Lease within five (5) days of Tenant's receipt of notice from Landlord to vacate the Leased Premises. Tenant agrees to pay the Rent payable during the holdover period to Landlord on demand. No holding over by Tenant without the written consent of Landlord will operate to extend or renew the Term.

23. QUIET ENJOYMENT. The Landlord covenants and agrees with the Tenant that upon the Tenant paying Rent and performing all the covenants and conditions aforesaid on the Tenant's part to be observed and performed, the Tenant shall and may peaceably and quietly have, hold, and enjoy the Leased Premises, for the term of this Lease, subject, however, to the terms of this Lease.

24. MISCELLANEOUS.

- a. Memorandum of Lease. Tenant agrees that it will not record this Lease or otherwise make it a matter of public record unless required in any litigation involving Tenant. If the Tenant or Landlord request, the parties will execute a short form lease, describing the Leased Premises and the term of this Lease, and including any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Tenant, shall be at Tenant's own cost.
- b. Interest. In addition to any other late fee provided for in this Lease, any amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the lesser of the highest legal rate allowed in the jurisdiction where the Leased Premises is located or fifteen percent (15%) per annum from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

- c. Inspection and Showing. Landlord, and its officers, agents or representatives upon at least twenty-four (24) hours prior notice to Tenant, may enter the Leased Premises at all reasonable hours (or at any time in case of an emergency) to (i) inspect their general condition and state of repair, (ii) to perform maintenance and make repairs, alterations or additions that are Landlord's responsibility under the terms of this Lease, (iii) exhibit the Leased Premises to (a) mortgagees or prospective mortgagees or purchasers, and (a) prospective tenants during the six (6) months before expiration of the Term or any renewal term of this Lease, and (iv) for any other reasonable purposes. Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord' entry. Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations in, and Tenant's use of and access to, the Leased Premises in connection with Landlord's access of the Leased Premises.
- d. Non-Waiver. Landlord's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option, but the same shall remain in full force and effect.
- e. Air Quality. Landlord has no knowledge and takes no responsibility for any type of air quality problems that Tenant, Tenant's invitees or guests might encounter in the Leased Premises. If Tenant or Tenant's invitee or guest experience any type of respiratory problems, it is strongly recommended that Tenant, at Tenant's own cost, have the Leased Premises tested before occupancy. The Tenant will pay cost of such testing.
- f. Mold and Mildew. Mold and mildew can grow in any portion of the Leased Premises exposed to elevated levels of moisture, and some forms of mold and mildew can be harmful. Tenant agrees to promptly report to Landlord any water intrusion or the formation of mold or mildew. Tenant shall not block or cover any heating, ventilation, or air condition ducts located in the Leased Premises. Landlord shall not be responsible or liable to Tenant or Tenant's invitees or guests for any illness or sickness that might arise from mold, mildew, and/or air quality within the Leased Premises.
- g. Security Cameras. The Landlord shall have the right, but not the obligation, to install security cameras on the exterior of the Leased Premises and exterior common areas, including entryways, driveways, and parking areas.
- h. Captions, Gender, and Number. The captions and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Lease. Where logic of the context would so require, masculine shall be construed to be feminine or neuter, feminine shall be construed to be masculine or neuter, plural shall be construed to be singular, and singular shall be construed to be plural.
- i. Applicable Law. This Lease shall be governed by and construed under the laws of the State of Oklahoma, and venue shall be proper in Comanche County, Oklahoma.

- j. Severability. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- k. Deadlines. Time is of the essence in this Lease. References to “days” in this Lease means calendar days unless expressly stated or qualified otherwise (e.g., “business days”). References to “business days” means any day other than Saturday, Sunday, or legal holidays on which business is not conducted by national banking institutions. If the last day of any time period falls on a Saturday, Sunday, or legal holiday on which business is not conducted by national banking institutions, then the duration of such time period shall be extended so that it ends on the next succeeding day that is not a Saturday, Sunday, or legal holiday on which business is not conducted by national banking institutions.
- l. Successors. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors, and assigns; and shall be binding upon Tenant, its successors, and assigns; and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord.
- m. Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall be delayed by any cause beyond the reasonable control of such party, other than lack of monies or inability to procure monies to fulfill its commitment or obligation under this Lease; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this subsection shall not operate to excuse Tenant from prompt payment of Rent, or any other payments required by the terms of this Lease.
- n. Brokers. Landlord and Tenant represent and warrant that no real estate broker or other intermediary was or will be involved in this transaction.
- o. Acceptance of Rent. Rent payments are deemed received only upon actual receipt by Landlord. Acceptance of Rent by Landlord with knowledge of a default by Tenant does not constitute and shall not be deemed a waiver of the default (nor shall it constitute an estoppel). Tenant agrees that no endorsement or statement on any check or in any correspondence accompanying any check or payment of Rent constitutes an accord and satisfactions and Landlord may in its sole discretion accept such check or payment without prejudice to Landlord’s right to recover the balance of Rent then due or to pursue any remedy available under this Lease.
- p. Security. Landlord is not providing any security services with respect to the Leased

Premises and Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with an unauthorized entry into the Leased Premises or any other breach of security with respect to the Leased Premises.

- q. Complete Agreement. This Lease and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, oral or written, between them other than are herein set forth.
- r. Rent Tax. If applicable in the jurisdiction where the Leased Premises is located, Tenant shall pay and be liable for all rental, sales and use taxes or other similar taxes, levied, or imposed by any city, state, county or other governmental body, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease.
- s. Survival. All obligations of Tenant under the terms of this Lease not fully performed as of the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease including, without limitation, all payment obligations and all obligations concerning the condition of the Leased Premises.
- t. Limitation of Warranties. There are no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this Lease, all of which are waived by Tenant, and there are no warranties which extend beyond those expressly set forth in this Lease.
- u. Property Name and Address. Landlord reserves the right at any time to change the name by which the property of which the Leased Premises forms a part is designated and its address, and Landlord has no obligation or liability whatsoever for costs or expenses incurred by Tenant because of such name or address change.
- v. Taxes on Tenant's Property. Tenant is solely liable for all taxes levied or assessed against the personal property, furniture or fixtures placed by Tenant in the Leased Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by the inclusion of personal property, furniture or fixtures placed by the Tenant in the Leased Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay Landlord upon demand that part of such taxes for which Tenant is primarily liable under the terms of this Lease.
- w. Prohibited Persons and Transactions. Landlord and Tenant each represents to the other that neither it nor any of its partners, members, managers, or shareholders (excluding individual shareholders of any publicly traded company), and none of their respective officers or directors, is a person or entity with whom U.S. persons or entities are

restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the U.S. Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute (including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001), executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

- x. Amendments. No subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord and Tenant unless reduced to writing and signed by both parties.
- y. Counterparts. The parties may execute this Lease in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement and may be signed and delivered by fax or any other electronic or digital method.
- z. **Landlord agrees to fix the following before possession of the leases premises:**
 - i. **Air intake on the top of the inside unit.**
 - ii. **A riser for an open/close filter housing should be added or repaired to the inside unit.**
 - iii. **All broken fixtures.**
 - iv. **Replace blinds in sunroom that have been damaged.**
 - v. **Water leak on the NE side of the leased premises.**
 - vi. **Barricades need to be removed.**

IN WITNESS WHEREOF, the parties have hereto executed this instrument on the day and year first written above.

LANDLORD:

Hilliary Development, Inc.


By: Dean Pennello
Title: CFO

TENANT:

Mayor of the City of Lawton

By: _____
Title: _____

EXHIBIT A



All of Lot Eleven (11), and a portion of Lot Seven (7), and Lot Eight (8), RIDLING SUB-DIVISION, Comanche County Oklahoma, according to the recorded plat thereof; more particularly describing the portion of Lot 7 and Lot 8 as follows:

Beginning at the Southeast Corner of Lot 7; THENCE North 177.06 feet; THENCE Northwesterly on a curve to the right, having a radius of 5,854.6 feet, a distance of 55 feet; THENCE West parallel to the Section line, a distance of 11 feet; THENCE South 208.71 feet; THENCE East 56 feet, to the point of beginning;

AND

Beginning at the Southeast Corner of Lot 8; THENCE North 36.5 feet; THENCE Northwesterly 251.8 feet; THENCE South 177.06 feet; THENCE East 208.71 feet, to the point of beginning.



City of Lawton

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

Commentary

File #: 25-0156

Agenda Date:

Agenda No: 22.

ITEM TITLE:

Direct staff to initiate a Request for Proposals (RFP) for executive search services to identify and recruit candidates for the position of City Attorney.

INITIATOR: Mayor Stan Booker and Mayor Pro Tem Randy Warren

STAFF INFORMATION SOURCE: Craig Akard, Human Resources Director

BACKGROUND: On February 21, 2025, the City Attorney position became vacant. To ensure the selection of the most qualified candidate, the City Council is directing staff to issue a Request for Proposals (RFP) to engage a professional executive search firm. The selected firm will be responsible for identifying and attracting a broad and highly qualified pool of applicants for the position.

EXHIBIT: None.

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDED COUNCIL ACTION: Direct staff to initiate a Request for Proposals (RFP) for executive search services to identify and recruit candidates for the position of City Attorney.



City of Lawton

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

Commentary

File #: 25-0118

Agenda Date: 2/25/2025

Agenda No: 23.

ITEM TITLE:

Consider approving an Ordinance pertaining to Businesses, by repealing and reserving Section 7-3-1-301 through Section 7-3-1-317, Division 7-3-1, Article 7-3, Chapter 7, Lawton City Code, 2015; providing for severability and establishing an effective date.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Charlotte Brown, Community Services Director

BACKGROUND: In an effort to modernize Chapter 7 of Lawton City Code, staff has been reviewing it and has determined that Division 7-3-1, which governs Airports, Heliports and Helistops, has not been enforced. This Division actually requires business licenses for Airports, Heliports, and Helistops. It is Staff's recommendation to repeal and reserve the entire Division.

EXHIBIT: Ord. 25-_____
Ord. 25-_____ CLEAN

KEY ISSUES: Does Council wish to repeal and reserve this Division?

FUNDING SOURCE: n/a

STAFF RECOMMENDED COUNCIL ACTION: Approve Ordinance No. 25-_____, waive the reading of the ordinance and read the title only.

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING SECTIONS 7-3-1-301, 7-3-1-302, 7-3-1-303, 7-3-1-304, 7-3-1-305, 7-3-1-306, 7-3-1-307, 7-3-1-308, 7-3-1-309, 7-3-1-310, 7-3-1-311, 7-3-1-312, 7-3-1-313, 7-3-1-314, 7-3-1-315, 7-3-1-316, 7-3-1-317, DIVISION 7-3-1, ARTICLE 7-3, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:

Section 1. Division 7-3-1 is hereby repealed and reserved to read as follows:

Division 7-3-1 Airports, Heliports and Helistops Reserved

Section 2. Section 7-3-1-301 is hereby repealed and reserved to read as follows:

7-3-1-301 Definitions. Reserved

~~A. As used in this article, the following terms shall have the meanings ascribed to them in this section:~~

- ~~1. "Aircraft" means any contrivance used for navigation or flight in the air or airspace;~~
- ~~2. "Airport" means any area of land or water which is used, or intended for use, for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended for use, for airport buildings, clear zones, buffer zones, or other airport facilities or rights-of-way, together with all attendant airport buildings and facilities, whether previously or subsequently established;~~
- ~~3. "Helicopter" means any aircraft whose support in the air is normally derived from the vertical component of force produced by airfoils mechanically rotated about an approximately vertical axis;~~
- ~~4. "Heliport" means any area used or to be used for the landing or takeoff of helicopters or other steep gradient aircraft capable of hovering, and shall include any and all of the area or buildings which are appropriate to accomplish these functions;~~
- ~~5. "Helistop" means any area used or to be used for the landing or takeoff of helicopters or other steep gradient aircraft capable of hovering, but which affords no refueling, maintenance or repair facilities nor space for the accommodation of more than a single helicopter;~~
- ~~6. "Private airport" means any airport which is owned or controlled by the owner or occupant of the premises for the exclusive use of the owner, occupant, his guests or patrons;~~
- ~~7. "Private heliport" means any heliport which is owned or controlled by the owner or occupant of the premises for the exclusive use of the owner, occupant, his guests or patrons;~~

-
8. ~~"Private helistop" means helistop which is owned or controlled by the owner or occupant of the premises for the exclusive use of the owner, occupant, his guests or patrons;~~
 9. ~~"Public airport" means any airport which is open for use to any aircraft or helicopter capable of using such airport regardless of ownership or control;~~
 10. ~~"Public heliport" means any heliport which is open for use to any helicopter capable of using such heliport regardless of ownership or control; and~~
 11. ~~"Public helistop" means any helistop which is open for use to any helicopter capable of using such helistop, regardless of ownership or control.~~

Section 3. Section 7-3-1-302 is hereby repealed and reserved to read as follows:

~~7-3-1-302 License required—Fee.~~ Reserved

- A. ~~No person shall construct, establish, maintain or operate an airport, heliport or helistop within the corporate limits of the city without first having obtained a license from the city licensing officer.~~
- B. ~~The fee for an airport, heliport or helistop license shall be as provided in the fee schedule.~~
- C. ~~Renewal procedures are as required in Section 7-109 of this code.~~
- D. ~~A license processing fee is required as set forth in Section 7-111 of this code.~~

Section 4. Section 7-3-1-303 is hereby repealed and reserved to read as follows:

~~7-3-1-303 License application and regulations.~~ Reserved

- A. ~~Application for an airport, heliport or helistop license shall be made in writing to the city licensing officer.~~
- B. ~~After the city licensing officer has made an investigation to determine the financial responsibility and general fitness of the applicant, he shall refer the application to the council, who shall make strict inquiry and investigation of the proposed airport, heliport or helistop as to whether or not the facility will jeopardize the public welfare and safety because of its location, layout or proposed method of operation.~~
- C. ~~Within thirty (30) days after an application has been referred to the council, the council shall approve or disapprove the application.~~
- D. ~~Previous revocation or suspension of a license under this chapter or conviction for a violation of any provision of this chapter shall be grounds for the denial of a license under this section. Any order recommending disapproval shall contain a statement of the reasons for such disapproval.~~
- E. ~~Upon approval by the council, the city shall issue the license to the applicant.~~
- F. ~~A license may be renewed by the city licensing officer without consideration by the council.~~

Section 5. Section 7-3-1-304 is hereby repealed and reserved to read as follows:

~~7-3-1-304 Standards for applications. Reserved~~

~~A.— The council shall consider no license application unless:~~

- ~~1.— The premises on which the airport, heliport or helistop is located or proposed to be located is zoned in accordance with applicable zoning ordinances; and~~
- ~~2.— The applicant for license presents written airspace approval of the Federal Aviation Agency for the operation of the proposed or established airport, heliport or helistop.~~

~~B.— In determining whether it shall approve an application for license for the use and operation of any proposed airport, heliport or helistop, the council shall take into consideration whether the financial responsibility, experience, character and general fitness of the applicant and the members thereof if the applicant is a firm or association, or its officers and directors if the applicant is a corporation are such as to warrant the confidence of the public and to warrant belief that the airport, heliport or helistop will be operated safely and efficiently. The council shall further take into consideration the location, size and layout of the proposed airport, heliport or helistop; the relationship of it to existing airports, heliports and helistops and to a nationwide, statewide or citywide plan for airports, heliports or helistops; whether there are safe areas available for expansion purposes; whether the adjoining area is free from obstruction based on a proper glide ratio; the nature of the terrain; and the nature of the uses to which the proposed airport, heliport or helistop will be subjected.~~

Section 6. Section 7-3-1-305 is hereby repealed and reserved to read as follows:

~~7-3-1-305 Transfer and expiration of licenses. Reserved~~

~~Airport, heliport and helistop licenses shall not be transferable and shall expire annually.~~

Section 7. Section 7-3-1-306 is hereby repealed and reserved to read as follows:

~~7-3-1-306 Misrepresentation on license application—Penalty. Reserved~~

~~No person shall misrepresent the kind and character of any airport, heliport or helistop to be operated or any other fact or statement made in an application for a license. Any misrepresentation made for the purpose of avoiding the provisions of this chapter shall be cause for revocation of license in the mode and manner prescribed in Section 7-3-13 of this code.~~

Section 8. Section 7-3-1-307 is hereby repealed and reserved to read as follows:

~~7-3-1-307 Approval for change in status. Reserved~~

~~A.— No person shall abandon, alter or change the status of any licensed airport, heliport or helistop without the prior written approval of the council.~~

~~B.— Application to enlarge, modify, activate, deactivate or realign any runway layout or associated taxiways or otherwise substantially change the surface of that part of an airport, heliport or helistop which is used or intended to be used for the landing or takeoff of aircraft shall be submitted in writing to the council thirty (30) days prior to the intended commencement of such action.~~

Section 9. Section 7-3-1-308 is hereby repealed and reserved to read as follows:

7-3-1-308 ~~Aircraft takeoff and landing restrictions.~~ Reserved

- A. ~~No person shall take off in or land any aircraft within the city at any point except at licensed airports, heliports or helistops or at an area or location covered by an unexpired temporary permit issued by the council under the provisions of Section 7-309 of this chapter.~~
- B. ~~The prohibition of this chapter shall not apply to emergency landings. The term "emergency" shall be construed to include rescue and ambulance missions and other such flights of an unexpected nature.~~
- C. ~~Any public educational institution may make application for a permanent exemption from the prohibition of this section which shall apply to landings at the institution's facilities for reserve officer training corps activities. Such application shall be made to the city council in writing and shall include:~~
 - 1. ~~A designation of the proposed landing site;~~
 - 2. ~~A statement of frequency of proposed use; and~~
 - 3. ~~Sufficient public liability insurance insuring to the benefit of the city in the event of accident or calamity. Failure to maintain sufficient insurance coverage shall terminate the exemption.~~

Section 10. Section 7-31-309 is hereby repealed and reserved to read as follows:

7-3-1-309 ~~Requirements to obtain temporary landing facilities.~~ Reserved

- A. ~~Within fifteen (15) days after receipt of written application, the council shall grant or deny permission to use as landing facilities for aircraft or helicopters any area, site or location not licensed as an airport, heliport or helistop.~~
- B. ~~Permission shall in no event be granted for a period longer than thirty (30) consecutive days.~~
- C. ~~Permission shall be granted only if the landing and takeoff of aircraft and helicopters from nonlicensed landing facilities will violate no federal or local safety regulation and the person owning or controlling the premises to be used has given his consent in writing.~~
- D. ~~Any grant of permission under this chapter shall contain such requirements as may be necessary to protect persons and property adjacent to and users of the landing facility, and the temporary permission granted by the order shall be valid only so long as there is strict compliance with its requirements.~~

Section 11. Section 7-3-1-310 is hereby repealed and reserved to read as follows:

7-3-1-310 ~~Authority to establish rules and regulations.~~ Reserved

~~The council is hereby authorized to establish rules and regulations in connection with the licensing and construction, establishment, maintenance and operation of airports, heliports, and helistops as may be necessary to safeguard the public upon or beyond the limits of airports, heliports and helistops. The regulations may provide for control and prevention of fire hazards,~~

storage of flammable liquids, prevention of traffic congestion at airports, heliports and helistops, and elimination, control and prevention of all other hazards on airports, heliports and helistops which may endanger the lives and property of neighboring residents and airport users.

Section 12. Section 7-3-1-311 is hereby repealed and reserved to read as follows:

~~7-3-1-311 Publication and filing of rules and regulations.~~ Reserved

- A. ~~The council shall, within the limits of budgeted funds available, distribute copies of the rules and regulations to holders of licenses issued under the provisions of this chapter as well as other interested persons.~~
- B. ~~The copies of rules and regulations, with date of promulgation and approval noted thereon, shall be kept on file with the clerk.~~

Section 13. Section 7-3-1-312 is hereby repealed and reserved to read as follows:

~~7-3-1-312 Inspection.~~ Reserved

~~For the purpose of ensuring compliance with the terms and provisions of this chapter and any rules and regulations adopted pursuant to it, the council or designated municipal employees may enter upon, inspect and examine the premises, including the buildings, other structures and aircraft, of any airport, heliport or helistop licensed under the provisions of this chapter.~~

Section 14. Section 7-3-1-313 is hereby repealed and reserved to read as follows:

~~7-3-1-313 Suspension and revocation—Hearing.~~ Reserved

- A. ~~The council shall have authority to suspend, revoke or refuse renewal of any license issued under the provisions of this chapter for the following reasons:~~
 - 1. ~~Failure to comply with the terms of this chapter or any rules or regulations adopted pursuant to it.~~
 - 2. ~~Failure to develop a proposed site as an airport, heliport or helistop, within the time prescribed, or if no time has been prescribed, within a reasonable time; or~~
 - 3. ~~For the licensee's violation of any laws of the state or the city dealing with the location, operation or maintenance of the airport, heliport or helistop.~~
- B. ~~The revocation or suspension of a license shall be accomplished in the following manner:~~
 - 1. ~~A written notice shall be served upon the licensee, specifying the causes of the contemplated suspension or revocation and requiring him to appear before the council at a time and place specified, not less than five days after service of such notice and to show cause why such license should not be suspended or revoked;~~
 - 2. ~~At the hearing, the licensee shall be confronted with the evidence supporting the charges against him, and he or his counsel may introduce evidence relating to such charges; and~~
 - 3. ~~After the hearing, the council may within ten (10) days issue an order suspending or revoking such license.~~

~~C. If the cited licensee or his counsel fails to appear for the hearing, the order suspending or revoking his license shall become final.~~

Section 15. Section 7-3-1-314 is hereby repealed and reserved to read as follows:

~~**7-3-1-314 Rehearing. Reserved**~~

~~A. The following decisions of the council shall become final ten (10) days after issuance:~~

- ~~1. Any decision revoking or suspending any license issued under this article;~~
- ~~2. Any decision disapproving the application for a license; and~~
- ~~3. Any decision denying permission to use an unlicensed area, site or location for temporary landing facilities.~~

~~B. Prior to the expiration of the ten-day period, any person aggrieved by the decision may request a hearing by the council by filing written notice with the city clerk.~~

~~C. Upon the filing of the notice, the council shall review and reconsider all pertinent records and evidence. The action of the council reversing or sustaining the decision shall be final.~~

~~D. Upon any decision of the council becoming final, the city licensing officer shall make appropriate notation on the subject license; suspension or revocation shall thereupon take effect, and the city licensing officer shall so notify the interested licensee.~~

Section 16. Section 7-3-1-315 is hereby repealed and reserved to read as follows:

~~**7-3-1-315 Disclaimer of city's liability. Reserved**~~

~~The city in no event shall be liable for any personal injuries or property damages occasioned in any way in connection with the construction, establishment, maintenance or operation of any airport, heliport or helistop licensed under the provisions of this article.~~

Section 17. Section 7-3-1-316 is hereby repealed and reserved to read as follows:

~~**7-3-1-316 Injunctive relief. Reserved**~~

~~Any person violating any of the provisions of this chapter may be enjoined by a suit filed by the city in a court of competent jurisdiction.~~

Section 18. Section 7-3-1-317 is hereby repealed and reserved to read as follows:

~~**7-3-1-317 Nonapplicability of article. Reserved**~~

~~None of the provisions of this article shall be construed to apply to activities conducted by federal, state, county or municipal governments or agencies or subdivisions thereof.~~

Section 19. Severability. 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 20. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING SECTIONS 7-3-1-301, 7-3-1-302, 7-3-1-303, 7-3-1-304, 7-3-1-305, 7-3-1-306, 7-3-1-307, 7-3-1-308, 7-3-1-309, 7-3-1-310, 7-3-1-311, 7-3-1-312, 7-3-1-313, 7-3-1-314, 7-3-1-315, 7-3-1-316, 7-3-1-317, DIVISION 7-3-1, ARTICLE 7-3, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance will remove the requirement airports, heliports and helistops to be licensed by the City of Lawton.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING SECTIONS 7-3-1-301, 7-3-1-302, 7-3-1-303, 7-3-1-304, 7-3-1-305, 7-3-1-306, 7-3-1-306, 7-3-1-307, 7-3-1-308, 7-3-1-309, 7-3-1-310, 7-3-1-311, 7-3-1-312, 7-3-1-313, 7-3-1-314, 7-3-1-315, 7-3-1-316, 7-3-1-317, DIVISION 7-3-1, ARTICLE 7-3, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:

Section 1. Division 7-3-1 is hereby repealed and reserved to read as follows:

Division 7-3-1 Reserved

Section 2. Section 7-3-1-301 is hereby repealed and reserved to read as follows:

7-3-1-301 Reserved

Section 3. Section 7-3-1-302 is hereby repealed and reserved to read as follows:

7-3-1-302 Reserved

Section 4. Section 7-3-1-303 is hereby repealed and reserved to read as follows:

7-3-1-303 Reserved

Section 5. Section 7-3-1-304 is hereby repealed and reserved to read as follows:

7-3-1-304 Reserved

Section 6. Section 7-3-1-305 is hereby repealed and reserved to read as follows:

7-3-1-305-Reserved

Section 7. Section 7-3-1-306 is hereby repealed and reserved to read as follows:

7-3-1-306 Reserved

Section 8. Section 7-3-1-307 is hereby repealed and reserved to read as follows:

7-3-1-307-Reserved

Section 9. Section 7-3-1-308 is hereby repealed and reserved to read as follows:

7-3-1-308 Reserved

Section 10. Section 7-31-309 is hereby repealed and reserved to read as follows:

7-3-1-309 Reserved

Section 11. Section 7-3-1-310 is hereby repealed and reserved to read as follows:

7-3-1-310 Reserved

Section 12. Section 7-3-1-311 is hereby repealed and reserved to read as follows:

7-3-1-311 Reserved

Section 13. Section 7-3-1-312 is hereby repealed and reserved to read as follows:

7-3-1-312 Reserved

Section 14. Section 7-3-1-313 is hereby repealed and reserved to read as follows:

7-3-1-313 Reserved

Section 15. Section 7-3-1-314 is hereby repealed and reserved to read as follows:

7-3-1-314 Reserved

Section 16. Section 7-3-1-315 is hereby repealed and reserved to read as follows:

7-3-1-315 Reserved

Section 17. Section 7-3-1-316 is hereby repealed and reserved to read as follows:

7-3-1-316 Reserved

Section 18. Section 7-3-1-317 is hereby repealed and reserved to read as follows:

7-3-1-317 Reserved

Section 19. Severability. 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 20. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of _____, 2025.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING SECTIONS 7-3-1-301, 7-3-1-302, 7-3-1-303, 7-3-1-304, 7-3-1-305, 7-3-1-306, 7-3-1-306, 7-3-1-307, 7-3-1-308, 7-3-1-309, 7-3-1-310, 7-3-1-311, 7-3-1-312, 7-3-1-313, 7-3-1-314, 7-3-1-315, 7-3-1-316, 7-3-1-317, DIVISION 7-3-1, ARTICLE 7-3, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance will remove the requirement airports, heliports and helistops to be licensed by the City of Lawton.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)



City of Lawton

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

Commentary

File #: 25-0119

Agenda Date: 2/25/2025

Agenda No: 24.

ITEM TITLE:

Consider approving an Ordinance pertaining to Businesses by repealing and reserving Article 7-11, Chapter 7, Lawton City Code, 2015; providing for severability and establishing an effective date.

INITIATOR: Charlotte Brown, Community Services Director

STAFF INFORMATION SOURCE: Charlotte Brown, Community Services Director

BACKGROUND: During a recent review of Chapter 7, it was discovered that Article 7-11 was still titled Fireworks. There are no Sections or Divisions within the Article, since Fireworks were banned from city limits back in 2013. Council approved a Resolution on October 8, 2024, that repealed and reserved the fee that was associated with this Article.

EXHIBIT: Ordinance No. 25-_____
Ordinance No. 25-_____ CLEAN

KEY ISSUES: n/a

FUNDING SOURCE: n/a

STAFF RECOMMENDED COUNCIL ACTION: Approve Ordinance No. 25-_____, waive the reading of the ordinance and read the title only.

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING, ARTICLE 7-11, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:

Section 1. Article 7-11 is hereby repealed and reserved to read as follows:

Article 7-11-~~FIREWORKS~~. Reserved.

Section 20. Severability. 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 21. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING ARTICLE 7-11, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance will repeal and reserve Article 7-11 Fireworks.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING, ARTICLE 7-11, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:

Section 1. Article 7-11 is hereby repealed and reserved to read as follows:

Article 7-11 - Reserved.

Section 20. Severability. 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 21. Effective Date. The provisions of this ordinance shall become effective thirty days after passing of the ordinance.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO. 25- _____

AN ORDINANCE PERTAINING TO BUSINESSES BY REPEALING AND RESERVING ARTICLE 7-11, CHAPTER 7, LAWTON CITY CODE, 2015; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance will repeal and reserve Article 7-11 Fireworks.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2025.)



City of Lawton

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

Commentary

File #: 25-0124

Agenda Date: 2/25/2025

Agenda No: 25.

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: During the February 11th City Council meeting, Council voted to continue the current meeting time of 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.

EXHIBIT: Ordinance 25-

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve Ordinance 25-___ , waive the reading of the ordinance, read the title only.

ORDINANCE NO 25-

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 _____ 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2025.

JOHN ANDREW, CITY ATTORNEY

ORDINANCE NO 25-

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 _____, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2025.)



City of Lawton

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

Commentary

File #: 25-0144

Agenda Date: 2/25/2025

Agenda No: 26.

ITEM TITLE:

Consider approving an ordinance pertaining to Administration by amending Section 2-3-16-400, Division 2-3-16 in Article 2-3, Chapter 2, Lawton City Code, 2015, by providing that the mayor or mayor pro tem shall serve as the chairperson of the Council Budget and Efficiency Committee; providing for severability and establishing an effective date.

INITIATOR: Stanley Booker, Mayor

INFORMATION SOURCE: Stanley Booker, Mayor

BACKGROUND: This ordinance amends the composition of the Council Budget and Efficiency Committee by stating that in addition to the mayor, the mayor pro tem may also serve on the committee as the chairperson in a non-voting capacity.

EXHIBIT: Ord 25-

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 25-__

AN ORDINANCE PERTAINING TO ADMINISTRATION BY AMENDING SECTION 2-3-16-400, DIVISION 2-3-16 IN ARTICLE 2-3, CHAPTER 2, LAWTON CITY CODE, 2015, BY PROVIDING THAT THE MAYOR OR MAYOR PRO TEM SHALL SERVE AS THE CHAIRPERSON OF THE COUNCIL BUDGET AND EFFICIENCY COMMITTEE; 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 2-3-16-400 is hereby amended to read as follows:

2-3-16-400 – Creation, Purpose, Membership, Terms of Office and Duties

- A. There is hereby established a Council Budget and Efficiency Committee for the purpose of: (1) meeting regularly with the city manager and staff in budget workshops and other regular/special meetings for the purpose of providing guidance to the city manager and promoting efficiency in the preparation of the city’s annual preliminary budget for city council’s consideration, and after the city manager’s presentation of the preliminary budget to city council, (2) hold budget workshops on behalf of the city council to assist in the finalization of the annual budget for city council approval, (3) improving and measuring efficiency within municipal divisions and departments, (4) discussing and making recommendations on other financial matters the committee deems appropriate Note: nothing contained herein is intended to usurp (a) the city manager’s duty to prepare an annual preliminary budget as set forth in Section C-3-3 of the Lawton City Charter, nor (b) the city council’s duties as set forth in Section C-2-4 of the Lawton City Charter, to include the adoption of an annual budget.
- B. The Council Budget and Efficiency Committee shall consist of three council members who shall serve as voting members on the committee. Additionally, the mayor or mayor pro tem shall serve on the committee as the chairperson in a non-voting capacity. With

the exception of the first three councilmembers appointed to serve on the committee, the council members shall serve for a one-year term and will be nominated by the mayor and appointed by the city council as a whole during January of each new calendar year. The first three councilmembers to serve on the committee will be appointed by the city council in the month during which this ordinance becomes effective and will serve on the committee until the next January when new mayoral nominations and council appointments will occur for members to serve on the committee.

- C. Subject to the provisions set forth herein, the committee shall establish its own rules and procedures and publish by-laws. The committee shall follow and comply with the requirements of the Oklahoma Open Meetings Act.
- D. The committee shall meet at a minimum of once a month, provided that there is an agenda. The committee will also discuss and make recommendations on other financial matters it deems appropriate.
- E. The committee shall have the authority to hold budget workshops and other regular/special meetings with the city manager and the city's various department directors for the purpose of providing guidance in the creating of the preliminary budget. After the city manager presents the preliminary budget to the city council for consideration, the committee shall have authority to hold additional budget workshops on behalf of the city council to assist in the finalization of the annual budget for city council approval. Such workshops shall include but are not limited to workshops addressing: (1) personnel and salaries, (2) capital outlay, (3) city fee schedule, (4) capital improvement program, (5) materials and other services and charges (i.e. operating expenses). Nothing in this section shall prohibit the city council from also conducting budget workshops as it deems appropriate.
- F. Nothing set forth in this Section will alter the deadlines and responsibilities applicable to the city and its governing body as set forth in Oklahoma Municipal Budget Act in 11 O.S. §17-201 et. seq.

SECTION 2. Severability Clause. If any section, 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 3. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after the date of the ordinance's passage.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lawton, Oklahoma,
that: SAID ORDINANCE IS ADOPTED

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this ____ day of
February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK SCHERLER, CITY CLERK

APPROVED as to form and legality this ____ day of February, 2025.

CITY ATTORNEY

ORDINANCE NO 25-__

AN ORDINANCE PERTAINING TO ADMINISTRATION BY AMENDING SECTION 2-3-16-400, DIVISION 2-3-16 IN ARTICLE 2-3, CHAPTER 2, LAWTON CITY CODE, 2015, BY PROVIDING THAT THE MAYOR OR MAYOR PRO TEM SHALL SERVE AS THE CHAIRPERSON OF THE COUNCIL BUDGET AND EFFICIENCY COMMITTEE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance amends the composition of the Council Budget and Efficiency Committee by stating that in addition to the mayor, the mayor pro tem may also serve on the committee as the chairperson in a non-voting capacity.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 25th Day of February, 2025.

STANLEY BOOKER, MAYOR

ATTEST:

DONALYNN BLAZEK-SCHERLER, CITY CLERK

(Published in the Lawton Constitution this ____ day of _____, 2025.)



City of Lawton

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

Commentary

File #: 25-0137

Agenda Date: 2/25/2025

Agenda No: 27.

ITEM TITLE:

Provide City Council with an update on the Monthly Sales Tax Revenue for the month of January and February reporting.

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, staff will provide an update to City Council on the Sales Tax Revenue for the month of January and February reporting.

EXHIBIT: Excel Graph

KEY ISSUES: Lawton, Oklahoma's Capital Improvement Projects (CIP) are funded through sales tax. Lawton's sales tax rate is 4.13%, which includes state, county, and city taxes. 2.125% of the sales tax in Lawton goes into a fund for CIP projects. CIP projects include improvements to streets and bridges, water and sewer lines, building renovations, public safety investments, and a proposed STEM facility.

In August 2024, voters approved extending the CIP tax from 2034 to 2040. The extension makes one cent of the tax permanent, with half a cent for water and sewer, a quarter cent for parks, and a quarter cent for streets and bridges.

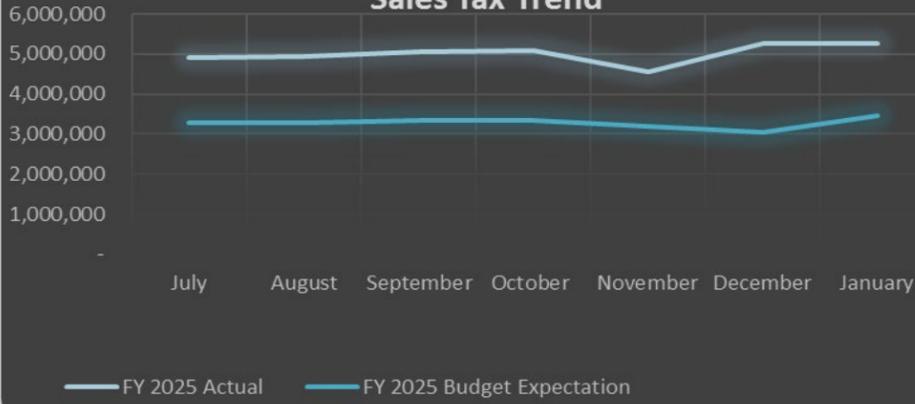
Lawton is dependent on sales tax revenue because Oklahoma state law only allows ad valorem tax for certain uses, like CIP projects. The city also doesn't have access to property tax for operations.

While sales tax is declining, the City of Lawton budgeted expectation is still being met as of January and February 2025.

FUNDING SOURCE: Report only no funding required.

STAFF RECOMMENDED COUNCIL ACTION: Report only no action required.

Sales Tax Trend



TOTAL SALES TAX COLLECTIONS

Month	Budget Expectations	FY 2025 Actual
July	3,267,783	4,914,849
August	3,289,524	4,924,854
September	3,326,666	5,059,509
October	3,338,888	5,075,450
November	3,184,486	4,562,763
December	3,038,678	5,251,275
January	3,470,207	5,250,240

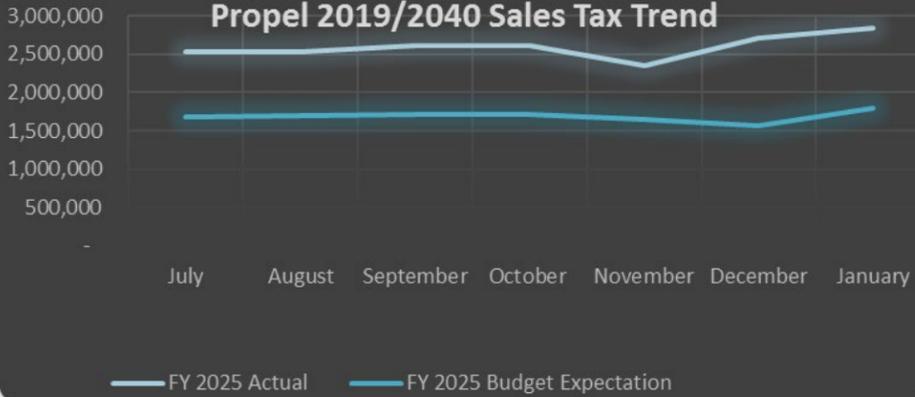
Use Tax Trend



TOTAL USE TAX COLLECTIONS

Month	Budget Expectations	FY 2025 Actual
July	751,266	711,571
August	702,182	680,828
September	825,972	736,567
October	770,284	716,524
November	717,884	761,563
December	887,666	726,685
January	948,565	797,260

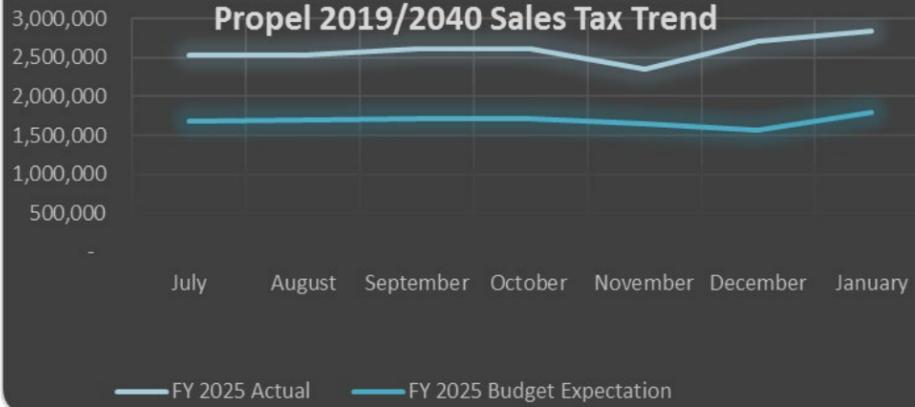
Propel 2019/2040 Sales Tax Trend



PROPEL 2019 SALES TAX COLLECTIONS

Month	Budget Expectations	FY 2025 Actual
July	1,683,403	2,531,892
August	1,694,603	2,537,046
September	1,713,737	2,606,414
October	1,720,033	2,614,626
November	1,640,493	2,350,514
December	1,565,380	2,705,202
January	1,787,682	2,832,106

Propel 2019/2040 Sales Tax Trend



PROPEL USE TAX COLLECTIONS

Month	Budget Expectations	FY 2025 Actual
July	751,266	711,571
August	702,182	680,828
September	825,972	736,567
October	770,284	716,524
November	717,884	761,563
December	887,666	726,685
January	948,565	797,260

**OKLAHOMA TAX COMMISSION
REPORT OF TAX RECEIPTS
for January 2025**

7th month of Fiscal Year

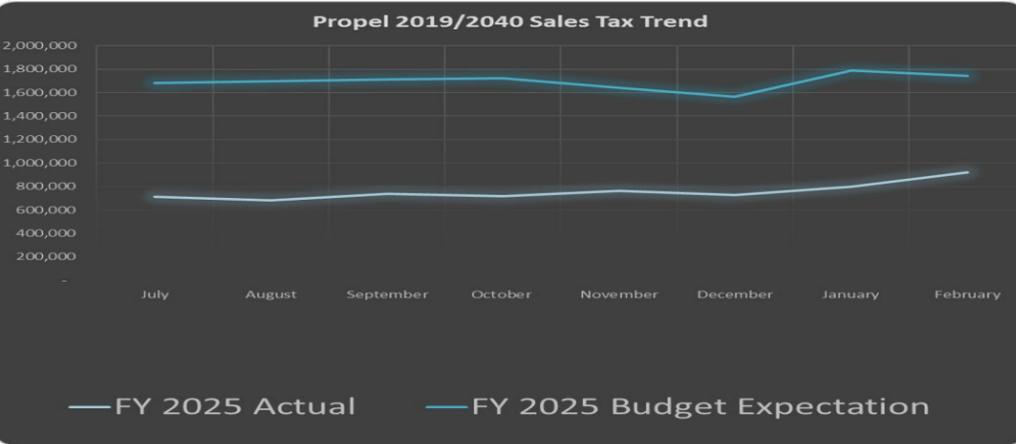
	FY 23-24 COLLECTED FOR MONTH OF November	FY 24-25	% Chg from Prior Yr	FY 24-25 Annual Budget	FY 24-25 Collected Year-to-Date	% of Budget
CITY OF LAWTON SALES TAX						
General Fund (2%)	2,665,511.07	2,545,571.08	-4.50%	18,901,093.82	16,974,729.30	90%
Propel 2019 Sales Tax (2.125%)	2,832,105.52	2,832,105.52	0.00%	20,082,412.18	18,163,089.09	90%
Current Month	5,497,616.59	5,251,274.53	-4.48%			
Collected Year-to-Date		25,068,841.23		\$38,983,506	35,038,939.70	90%
USE TAX						
Current Month	577,350.77	797,259.70	38.09%			
Collected Year-to-Date	9,342,845.63	5,130,997.35	-45.08%	\$9,690,722	5,130,997.35	53%



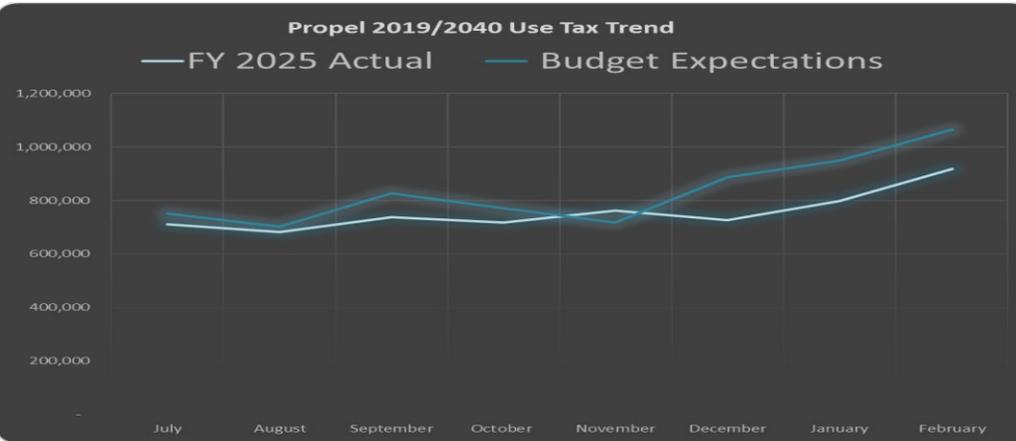
TOTAL SALES TAX COLLECTIONS		
Month	Budget Expectations	FY 2025 Actual
July	3,267,783	4,914,849
August	3,289,524	4,924,854
September	3,326,666	5,059,509
October	3,338,888	5,075,450
November	3,184,486	4,562,763
December	3,038,678	5,251,275
January	3,470,207	5,250,240
February	3,379,061	4,815,299



TOTAL USE TAX COLLECTIONS		
Month	Budget Expectations	FY 2025 Actual
July	751,266	711,571
August	702,182	680,828
September	825,972	736,567
October	770,284	716,524
November	717,884	761,563
December	887,666	726,685
January	948,565	797,260
February	1,065,257	918,375



PROPEL 2019 SALES TAX COLLECTIONS		
Month	Budget Expectations	FY 2025 Actual
July	1,683,403	2,531,892
August	1,694,603	2,537,046
September	1,713,737	2,606,414
October	1,720,033	2,614,626
November	1,640,493	2,350,514
December	1,565,380	2,705,202
January	1,787,682	2,832,106
February	1,740,728	2,480,609



PROPEL USE TAX COLLECTIONS		
Month	Budget Expectations	FY 2025 Actual
July	751,266	711,571
August	702,182	680,828
September	825,972	736,567
October	770,284	716,524
November	717,884	761,563
December	887,666	726,685
January	948,565	797,260
February	1,065,257	918,375

**OKLAHOMA TAX COMMISSION
REPORT OF TAX RECEIPTS
for February 2025**

8th month of Fiscal Year

	FY 23-24 COLLECTED FOR MONTH OF December	FY 24-25	% Chg from Prior Yr	FY 24-25 Annual Budget	FY 24-25 Collected Year-to-Date	% of Budget
CITY OF LAWTON SALES TAX						
General Fund (2%)	2,618,810.66	2,480,608.63	-5.28%	18,901,093.82	19,455,337.93	103%
Propel 2019 Sales Tax (2.125%)	2,782,486.33	2,480,608.63	-10.85%	20,082,412.18	20,643,697.72	103%
Current Month	5,401,296.99	5,251,274.53	-2.78%			
Collected Year-to-Date		25,068,841.23		38,983,506.00	39,854,238.81	102%
USE TAX						
Current Month	675,813.27	918,375.31	35.89%			
Collected Year-to-Date	9,342,845.63	6,049,372.66	-35.25%	9,690,722.00	6,049,372.66	62%



City of Lawton

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

Commentary

File #: 23-991

Agenda Date:

Agenda No:

ITEM TITLE:

Provide City Council with an update on the 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 2024 audit process.

EXHIBIT: None

KEY ISSUES: How is staff progressing on the FY 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 #: 25-0062

Agenda Date: 2/25/2025

Agenda No: 29.

ITEM TITLE:

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. 5:23-cv-00284-G, and if necessary, take appropriate action in open session.

INITIATOR: Timothy Wilson, Deputy City Attorney

STAFF INFORMATION SOURCE: Timothy Wilson, Deputy City Attorney

BACKGROUND: The Deputy City Attorney desires to discuss with the Mayor and Council the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. 5:23-cv-00284-G. The City Attorney advises that City Council should determine that disclosure of confidential communications between the Council and the Deputy City Attorney regarding the above referenced action will seriously impair the ability of the City to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss the pending action in the United States District Court for the Western District of Oklahoma titled Kent Jackson, as Personal Representative of the Estate of Israel Williams v. City of Lawton, et al, Case No. 5:23-cv-000284-G, and if necessary, take appropriate action in open session.



City of Lawton

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

Commentary

File #: 23-1099

Agenda Date:

Agenda No: 30.

ITEM TITLE:

Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of John Ratliff as City Manager, and in open session take other action as necessary.

INITIATOR: City Council

STAFF INFORMATION SOURCE: N/A

BACKGROUND: The City Council should meet in executive session to discuss the performance of John Ratliff, City Manager, and take action in open session if necessary.

EXHIBIT: None

KEY ISSUES: None

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to review the performance of John Ratliff as City Manager and take action in open session if necessary.