



City of Lawton City Transit Trust Agenda

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

Tuesday, January 28, 2025

6:00 PM

Lawton City Hall

"Official action can be taken only on items which appear on the agenda. The Authority may adopt, approve, ratify, deny, defer, recommend, or continue any agenda item. The Authority may also propose and enact floor amendments to any matter presented before them. When more information is needed to act on an item, the Authority may refer the matter to the City Manager or the City Attorney. The Authority 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

UNFINISHED BUSINESS:

1. Consider approving a lease agreement with Terry K. Bell II for a building to house additional operational space for LATS located at 2505 SW 6th Street, Lawton, OK, and authorizing the Chairman and Secretary to execute the lease.

[25-0039](#)

Attachments: [Lease Agreement](#)

[Projected Costs for 2505 SW 6th ST, Lawton, OK 73501](#)

[Location map](#)

[Site map](#)

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

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212 SW 9th Street
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Commentary

File #: 25-0039

Agenda Date:

Agenda No: 1.

ITEM TITLE:

Consider approving a lease agreement with Terry K. Bell II for a building to house additional operational space for LATS located at 2505 SW 6th Street, Lawton, OK, and authorizing the Chairman and Secretary to execute the lease.

...body

INITIATOR: Christine James, Planning Department Director

STAFF INFORMATION SOURCE: Ryan Landers, LATS General Manager

BACKGROUND: LATS has identified the necessity for additional space to enhance its operational efficiency. To address these needs, LATS applied for a grant to secure funding for the construction of a new Transfer Center, Maintenance, and Operations Facility. Unfortunately, the grant application was not awarded funding, which has underscored the urgency of finding interim solutions. As part of this effort, current and prospective leasing arrangements will be negotiated with Terry Bell, the incumbent lessee. The proposed lease agreement entails a monthly cost of \$1,300. This expense will be distributed annually as follows: \$12,480 from federal funding and \$3,120 from local sources. The lease will serve as a temporary measure while LATS explores alternative funding opportunities and strategies for securing a more permanent solution to its space requirements.

- EXHIBIT:**
1. Lease Agreement
 2. Projected Costs for 2505 SW 6th ST, Lawton, OK 73501
 3. Location Map
 4. Site map

KEY ISSUES: This lease represents a temporary solution to address immediate operational needs while awaiting the construction of a new Transfer Center, Maintenance, and Operations Facility. It is important to note that this new facility's development is contingent upon securing federal funding.

FUNDING SOURCE: Federal Funding: Urbanized Area Formula Grant (5307) - 80%
Local Funding: 20% (allocated from the FY 2024-2025 LATS budget)

STAFF RECOMMENDED TRUST ACTION: Approve the lease agreement with Terry K Bell II for additional operational space to support LATS's expanded operational requirements.

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 1st day of February, 2025 by and between:

Terry K. Bell II of 7705 NW Chesley Drive, Lawton, OK 73505 (580-704-6514) (the "Landlord") OF THE FIRST PART AND

Lawton Area Transit System c/o Lawton City Transit Trust of 611 SW Bishop Rd, Lawton, OK 73501 (580- 248-5252) (the "Tenant") OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 2505 SW 6th St, Lawton, OK 73501, USA, within the Leased Area, (see attached location map) as from time to time may be altered;
 - b. "Common Areas " means the parking lots between the buildings and the driveways providing access to the Leased Area that are not exclusively leased to the Tenant that may from time to time be used by the Landlord;
 - c. "Leasable Area" means the area shown on the attached location map that is available to the Tenant for their operations;
 - d. "Rent" means the monthly amount of monies due to the Landlord from the Tenant, along with any accrued late fees, for the use of the Leasable Area.

Intent of Lease

2. It is the intent of this Lease is for the Landlord to allow the Tenant to peacefully use the Leasable Area for the operation of the Lawton Area Transit System (LATS). LATS is managed by an independent company hired by the Tenant, which from time to time may change, but said operations management company is afforded the same rights and privileges under this lease as the Tenant and said operations management company will be responsible for upholding the obligations of this Lease on behalf of the Tenant.

Leased Premises

3. The Landlord agrees to rent to the Tenant the office space described as 2505 SW 6th St, Lawton, OK 73501, USA (the "Building"). The Premises will be used for only the following permitted use (the "Permitted Use"): Office for LATS (Lawton Area Transit System)
4. No pets or animals are allowed to be kept in or about the Leasable Area.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Leasable Area. Only properly insured motor vehicles may be parked in the Leasable Area.

Term

6. The term of the Lease commences on February 1, 2025 and ends at on January 31, 2026 (the "Term"). There shall be two (2) one (1) year extension options available provided that both parties agree to each extension at least sixty (60) days prior to the expiration of the proceeding lease term.
7. Should the Tenant remain in possession of the Leasable Area with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but may be terminable upon either party giving thirty (30) days written notice to the other party.
8. Upon thirty (30) days written notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
9. Upon sixty (60) days written notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said sixty (60) day notice.
10. Upon sixty (60) days written notice, the Tenant shall terminate this Lease with or without cause. Tenant will be responsible for rents up to the time of termination but shall not be responsible for any future rents beyond the termination of the Lease.

Rent

11. Subject to the provisions of this Lease, the Tenant will pay rent of \$1,300.00, payable per month, for the Leasable Area, without setoff, abatement or deduction.
12. The Tenant will pay the Rent on or before the tenth day of each and every month of the Term to the Landlord at 7705 NW Chesley Dr, Lawton, OK 73505, or at such other place as the Landlord

may later designate. If the Rent is mailed, the payment shall be post marked prior to the tenth day of the month to avoid accruing a Late Fee.

13. A Late Fee of \$50.00 shall be added to the past due Rent amount if the said Rent is not paid to the Landlord or post marked prior to the tenth day of the month.
14. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.
15. The Trust's payment obligation extends only to funds appropriated annually by the Lawton City Council and encumbered for the purpose of the Agreement. The Trust 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 Trust. All terms of this agreement are subject to annual appropriation of funds by the Lawton City Council. If at any point funds are not appropriated for the purposes of the agreement, the agreement will terminate upon sixty (60) days written notice without liability for damages, penalties, or other charges.

Use and Occupation

16. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
17. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Security Deposit

18. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$1,300.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
19. The Tenant may not use the Security Deposit as payment for the Rent.

Option to Purchase

20. Provided the Tenant is not currently in default in the performance of any term of this Lease, the Tenant will have the option to purchase (the "Option") the Leasable Area (the "Purchase Property") and/or other property and chattels at fair market value as determined by the average of two independent appraisals. The Landlord and Tenant will each select their own appraiser. If this Option has been exercised, the Parties to this Lease may enter into a separate agreement to purchase the Purchase Property. This agreement will incorporate all the key points provided in this Option.
21. This Option may be exercised at any time after February 1, 2025 and prior to the end of the original term of this Lease or any exercised extensions. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Purchase Property to the Tenant. If the Tenant does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Landlord, and neither party will have any further rights or claims against each other concerning the Option.
22. The Option will be exercised by mailing or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Landlord at the following address:

Terry K. Bell II, 7705 NW Chesley Drive, Lawton, OK 73505

The written notice will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

23. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Purchase Property and has the legal right to sell the Purchase Property under the terms and conditions of this Lease.
24. If the Option is exercised, the following provisions will be applicable:
 - a. The Tenant will take title to the Purchase Property subject to any of the following exceptions (the "Permitted Exceptions"):
 - i. real estate taxes not yet due at the time of closing;
 - ii. covenants, conditions, zoning laws and ordinances, reservations, rights, public and private easements then on record, if any; and
 - iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Landlord upon the closing of this purchase.
 - b. Rents, real estate taxes and other expenses of the Purchase Property will be prorated as of the

date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.

- c. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
- d. No later than thirty (30) days from the exercise of this Option, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
 - i. a property condition disclosure, signed and dated by the Landlord;
 - ii. a commitment for the policy of title insurance; and
 - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
- e. The Tenant has sixty (60) days from the date of receipt of the Seller Disclosure to examine the title to the Purchase Property and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within sixty (60) days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Purchase Property subject to such exceptions.
- f. Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

Quiet Enjoyment

- 25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Leasable Area for the agreed term.

Inspections and Landlord's Right to Enter

- 26. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 27. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an

emergency, the Landlord will provide the Tenant with written notice twenty-four (24) hours prior to entering.

Tenant Improvements

28. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.
29. Approved improvements to the Leasable Area shall be the financial responsibility of the Tenant. If the Option is exercised, the Tenant will receive credit for said improvements and this credit will be documented in the appraisals.

Utilities and Other Costs

30. The Tenant is responsible for the direct payment of all utilities and other charges related to the use of the Leasable Area.

Insurance

31. The Landlord will be responsible to maintain insurance on the Leasable Area to include the building less the building contents and personal property of the Tenant and will provide the Tenant proof that the Leasable Area is covered by insurance within ten (10) business days of the commencement of the Lease.
32. The Tenant is responsible for obtaining insurance to cover building contents and personal property of the Tenant, if they so desire.

Attorney Fees

33. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant.

Governing Law

34. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oklahoma, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

35. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Oklahoma (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
37. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted on the Leasable Area, and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

Surrender of Premises

38. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

39. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that

might be considered hazardous by any responsible insurance company.

General Provisions

- 40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 42. Time is of the essence in this Lease.
- 43. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of January, 2025.

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TENANT:

STANLEY BOOKER, CHAIRMAN OF
THE LAWTON CITY TRANSIT TRUST

ACKNOWLEDGEMENT:

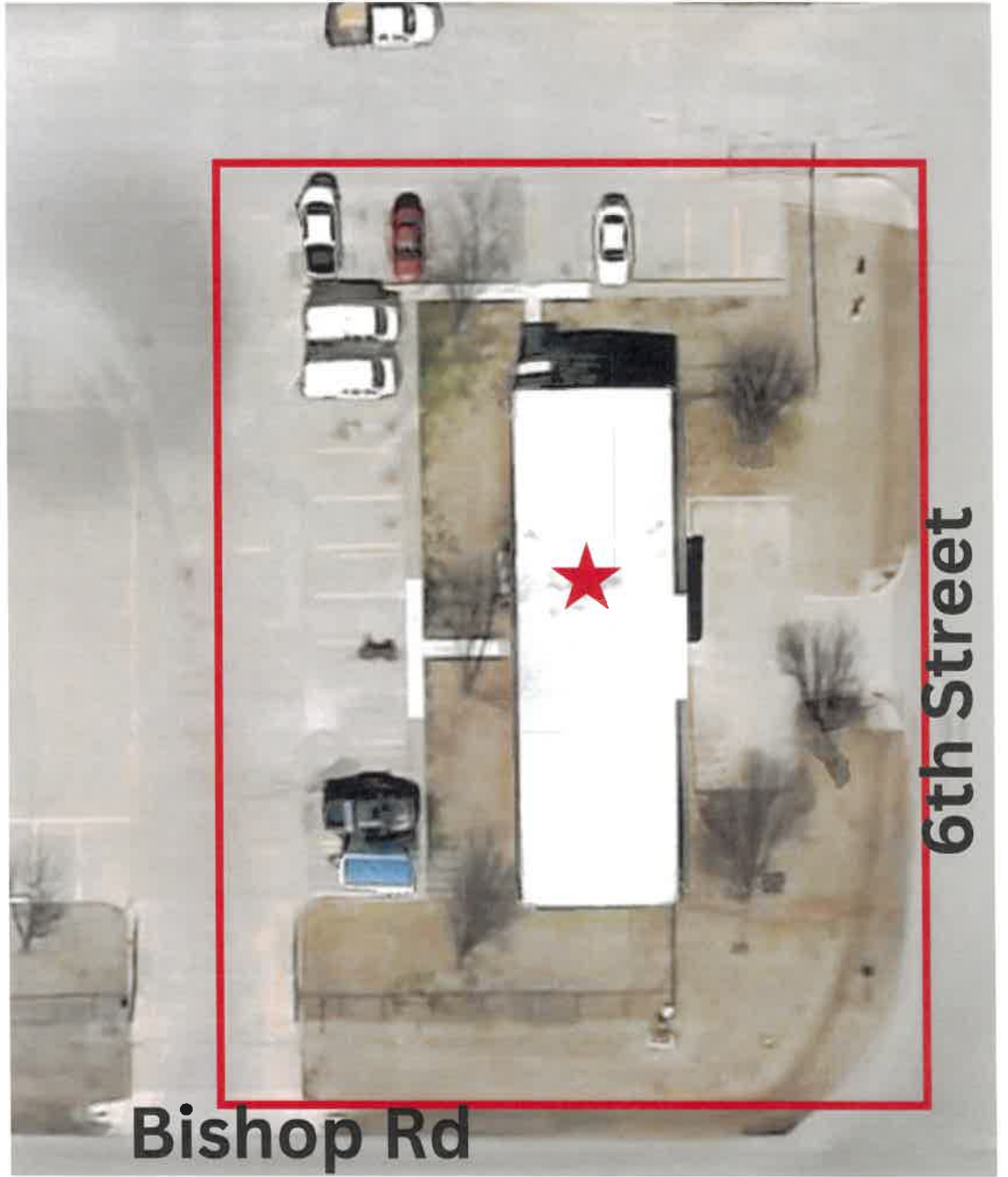
DONALYNN BLAZEK-SCHERLER, SECRETARY
OF THE LAWTON CITY TRANSIT TRUST

APPROVED as to form and legality on behalf of the Lawton City Transit Trust this _____ day
of _____, 202__.

JOHN R ANDREW, CITY ATTORNEY



Leased Area
2505 SW 6th Street



Projected Costs

New Office Building: 2505 SW 6th ST, Lawton, OK 73501

1. Estimated Startup Costs

Expense Category	Cost
Security	\$4,000
Office Equipment	\$4,000
Furniture & Supplies	\$3,500
Total Startup Costs	\$11,500

2. Projected First-Year Costs

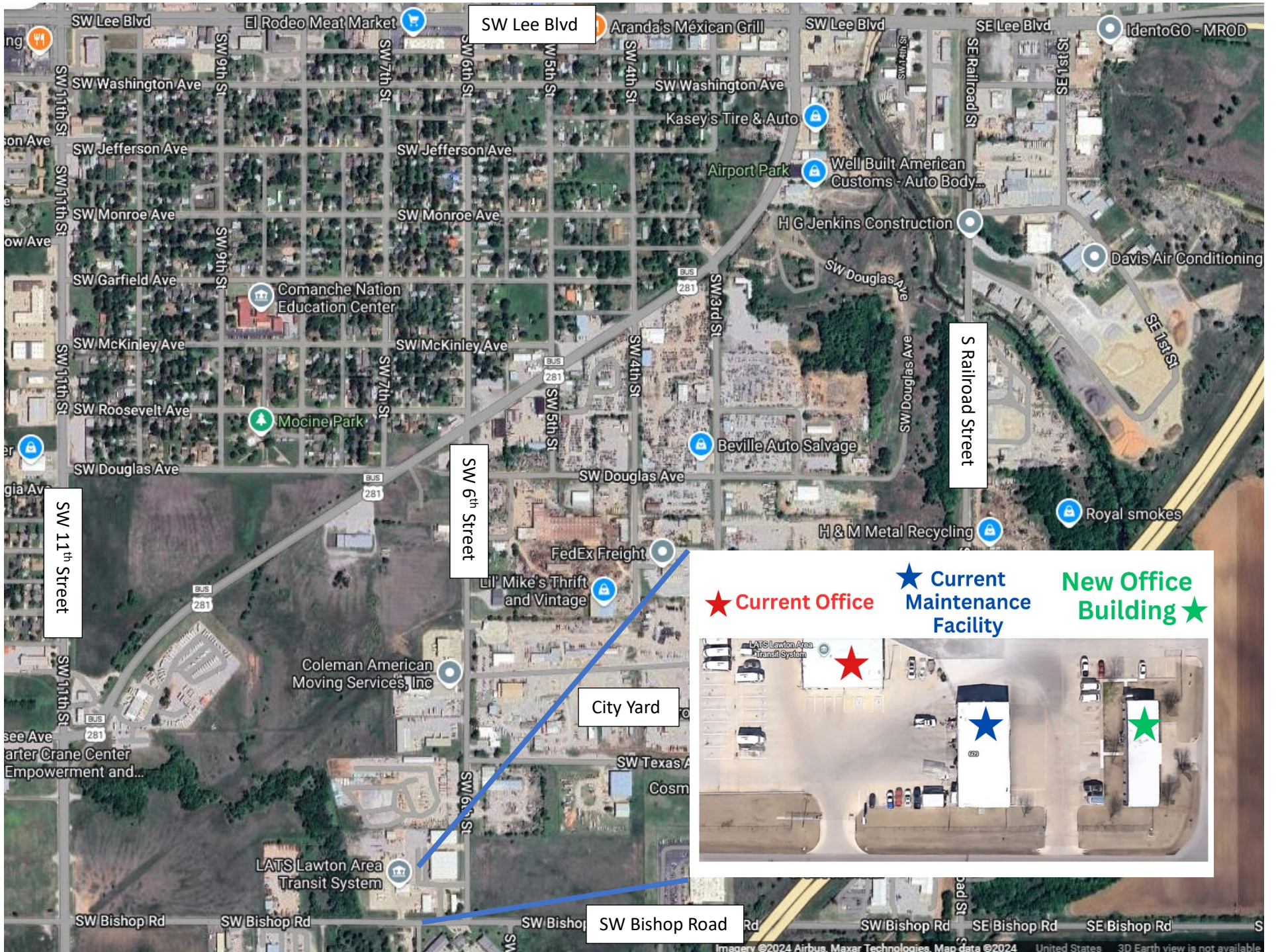
Expense Category	Monthly Cost	Annual Cost
Utilities	\$950	\$11,400
Lease	\$1,300	\$15,600
Security	\$4,000	\$4,000
Total First-Year Costs		\$31,000

3. Projected Annual Costs

Expense Category	Monthly Cost	Annual Cost
Utilities	\$950	\$11,400
Lease	\$1,300	\$15,600
Security	\$4,000	\$4,000
Office Equipment	N/A	N/A
Furniture & Supplies	N/A	N/A
Total Annual Costs		\$31,000

Summary

The estimated startup costs for 2505 SW 6th ST, Lawton, OK 73501 total **\$11,500**. The projected costs for the first year are estimated at **\$31,000**. Annual costs thereafter, not including any potential changes in lease or utility rates, are projected to remain consistent at approximately **\$31,000**.



★ **Current Office**
★ **Current Maintenance Facility**
★ **New Office Building**



★ Current Office Bldg

★ Current Maintenance Facility

★ New Office Bldg