



City of Lawton

City Council

Agenda

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

Tuesday, October 26, 2021

2:00 PM

Lawton City Hall
Council Chambers/Auditorium

Official action can be taken only on items which appear on the agenda. The Council may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. 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.

MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION: Receive the annual update of the Hotel/Motel tax funded activities for FY 2020-2021 from the Lawton-Fort Sill Chamber of Commerce.

PROCLAMATION: Extra Mile Day

REPORTS: MAYOR/CITY COUNCIL

AUDIENCE PARTICIPATION: Anyone having an item of business to present to the City Council that does not appear on the agenda please come forward at this time.

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 approval of the minutes of the Lawton City Council regular meeting of October 12, 2021. [21-99](#)

Attachments: [12Oct21](#)

2. Consider the following damage claims recommended for denial: Galilee Missionary Baptist Church in the amount of \$12,940.00 and Ghulam-Ali Mujtaba in the amount of \$13,400.00. [21-578](#)

Attachments: [DC-2021-020, Galilee Missionary Baptist Church - Memorandum](#)
[DC-2021-027, Ghulam-Ali, Mujtaba-Memorandum](#)

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3. Consider the following damage claims recommended for approval: Cristy Pelley in the amount of \$6,316.98, Cory and Lori Riley in the amount of \$2,762.57 and Max Sasseen on behalf of Charlie and Carla Crutcher in the amount of \$575.00 [21-579](#)
- Attachments:** [DC-2021-025, Pelley, Cristy-Memorandum](#)
[DC-2021-025, Pelley, Cristy-Resolution and Warrant of Att.](#)
[DC-2021-028, Riley, Cory and Lori-Memorandum](#)
[DC-2021-028, Riley, Cory and Lori-Resolution](#)
[DC-2021-029-Crutcher, Charlie and Carla-Memorandum](#)
[DC-2021-029-Crutcher, Charlie and Carla-Resolution and Warrant of Atty](#)
4. Consider adopting a resolution approving the joint petition settlement and making payments in the workers' compensation claim of Dennis King. [21-581](#)
- Attachments:** [King, Dennis-Resolution](#)
5. Consider approving Amendment No 1 to the Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement. [21-585](#)
- Attachments:** [LEDC 2021 Agreement Amendment No 1](#)
[BUDGET 21-22 Amended Oct 2021](#)
[Attachment A FY21-22](#)
6. Consider approving Double Back Services to paint an aquatics themed mural on the exterior of the Mattie Beal Municipal Pool building and accepting the Agreement for the Non-Exclusive Use of the Image. [21-545](#)
- Attachments:** [Pool Mural Design](#)
[Agreement for the Non-Exclusive Use of Image for Advertising Education](#)
7. Consider approving Double Back Services to recreate the Patterson Center mural and attaching said mural to the exterior of the Patterson Center and accepting the Agreement for the Non-Exclusive Use of the Image. [21-553](#)
- Attachments:** [Proposed Mural Design](#)
[Agreement for the Non-Exclusive Use of Image for Advertising Education](#)
8. Accept the Annual ADA Report that outlines completed ADA accessibility projects, and work done towards compliance, and the money expended on each project required by the settlement agreement between the City and Joseph Harper and Vivian Wheeler dated 9 December, 2013. [21-549](#)
- Attachments:** [SKM_C28721100514230.pdf](#)
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9. Consider accepting the FINRA grant of \$5,000.00 from the FINRA Investor Education Foundation for the purpose of enhancing the personal finance collections of the Lawton Public Library. [21-567](#)
10. Consider accepting a Temporary Driveway Easement from Micor Commercial Rentals, L.L.C., an Oklahoma limited Liability Company, of Lawton, Comanche County, State of OK, for right of way needed for the W. Gore Blvd Reconstruction from SW 67th ST to SW 82nd ST, Project No. 2012-08, and authorizing the Mayor and City Clerk to execute the document(s). [21-546](#)
- Attachments:** [P9.1 - signed temp.pdf](#)
11. Consider approving plans and specifications for the Gore Blvd. Waterline and Sewerline Reconstruction - 82nd ST to 67th ST- Project No. EN1208A and authorizing staff to advertise for bids. [21-551](#)
12. Consider acknowledging receipt of a permit from the Oklahoma Department of Environmental Quality for the construction of 6 linear feet of six (6) inch PVC pipe for fire line, 153 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Storage Depot Waterline Extension, Comanche County, Oklahoma. [21-555](#)
- Attachments:** [ODEQ Permit Storage Depot Waterline Extension](#)
13. Consider acknowledging receipt of a permit from the Oklahoma Department of Environmental Quality for the construction of 1,275 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances for the Waterline Loop to serve Airport Industrial Park Part 2, Comanche County, Oklahoma. [21-556](#)
- Attachments:** [ODEQ Permit Waterline Loop to serve Airport Industrial Park Part 2](#)
14. Consider extending CL21-010 Mobile Sludge Reduction and Disposal with WBI Inc. of Kingwood, Texas for an additional year. [21-537](#)
- Attachments:** [EXTEND CL21-010 Sludge Reduction and Disposal](#)
[CL21-010 Price Sheet](#)
[CL21-010 WWTP Sludge Reduction Disposal Contract Ext](#)
15. Consider awarding CL22-005 Sludge Lagoon Maintenance Requirements Contract to Hodges Farms and Dredging of Lebo, KS. [21-548](#)
- Attachments:** [Award CL22-005 Sludge Lagoon Maintenance](#)
16. Consider awarding contract (CL22-009) Mowing & Litter Area 1 to Adult Teen Challenge of Oklahoma. [21-568](#)
- Attachments:** [Department Recommendation CL22-009_10.05.21](#)
[Abstract - CL22-009](#)
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17. Consider awarding CL22-007 Zinc Orthophosphate Corrosion Inhibitor to Water Tech, Inc. of McAlester, OK. [21-479](#)

Attachments: [AWARD CL22-007 Zinc Orthophosphate Abstract of Bids Price Sheet](#)

18. Consider approving appointments to boards and commissions [21-572](#)

Attachments: [Board Appointments 10-26-21](#)

BUSINESS ITEMS:

19. Receive bids for the sale of the City's \$3,420,000 General Obligation Bonds, Series 2021, and award the sale of the \$3,420,000 General Obligation Bonds, Series 2021, to the lowest bidder. [21-591](#)

20. Consideration and approval of an Ordinance providing for the issuance of General Obligation Bonds, Series 2021, in the sum of \$3,420,000 by the City of Lawton, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of the General Obligation Bonds, Series 2021; providing for registration thereof; approving the Official Statement pertaining to the General Obligation Bonds, Series 2021; providing for the levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency. [21-589](#)

Attachments: [Ordinance 21-___ Authorizing Issuance of Bonds](#)

21. Consider acceptance of the HOME Investment Partnerships - American Rescue Plan Grant (HOME-ARP) and authorize the Mayor to sign the approved Home-ARP Grant Agreement. [21-550](#)

Attachments: [Lawton HOME ARP Grant Agreement_eSigned 9-23-2021](#)
[Lawton HOME ARP Grant Transmittal Letter](#)

22. Consider adopting a resolution that declares Aloha Trailer Park located at SW 20th and D Avenue a public nuisance pursuant to Lawton City Code 15-2-201. Also consider directing the City Attorney to bring a nuisance abatement suit against Ms. Jo Ann Porter, the proprietor and owner of Aloha Trailer Park in Comanche County District Court pursuant to 50 Okla.St. Ann. § 17. [21-575](#)

Attachments: [Aloha Trailer Park Resolution.docx](#)
[Notices for 1915 SW D Ave](#)
[Photos for 1915 SW D Ave](#)

23. Discuss and consider establishing an express public trust authority for youth sports pursuant to Title 60 Okl.St. Ann. § 176. This authority would assist the beneficiary (City of Lawton Parks & Recreation Department) in administering youth sports programs and managing select athletic facilities. [21-577](#)

24. Consider approving an ordinance, including any floor amendments related thereto, pertaining to Finance and Purchasing Requirements; amending Sections 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 and 10-1-110, Article 10-1, Chapter 10, Lawton City Code, 2015; by updating certain provisions within Article 10-1 of Chapter 10 to include modifying certain monetary limits relating to construction contracts; adding a definition for “construction management trade contract or subcontract”; amending the definition of “public construction contracts”; amending various provisions relating to public construction contracts; amending the provisions relating to public construction contract change orders; providing for severability and establishing an effective date. [21-583](#)

Attachments: [Chapter 10 Ordinance & Brief Gist](#)

STAFF REPORTS:

Department Roundup - Fire Training [21-369](#)

Attachments: [Department Roundup - Fire Training](#)

Finance Report [21-595](#)

Attachments: [Finance Report - September 2021](#)

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 #: 21-99

Agenda Date: 10/26/2021

Agenda No: 1.

ITEM TITLE:

Consider approval of the minutes of the Lawton City Council regular meeting of October 12, 2021.

INITIATOR: Traci Hushbeck, City Clerk

STAFF INFORMATION SOURCE: Traci Hushbeck, City Clerk

BACKGROUND: N/A

EXHIBIT: Draft minutes of October 12, 2021

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the minutes of the Lawton City Council regular meeting of October 12, 2021.

MINUTES
LAWTON CITY COUNCIL REGULAR MEETING
OCTOBER 12, 2021 – 2:00 P.M.
LAWTON CITY HALL
COUNCIL CHAMBERS/AUDITORIUM

Stan Booker, Mayor

Also Present:
Michael Cleghorn, City Manager
John Ratliff, City Attorney
Traci Hushbeck, City Clerk
COL Rhett A. Taylor, Fort Sill Liaison

Mayor Booker called the meeting to order at 2:00 p.m. Notice of meeting and agenda were posted on the City Hall notice board as required by law. Invocation was given by Pastor Paul Craig, Lawton Christian Center, followed by the Pledge of Allegiance.

ROLL CALL

PRESENT: Mary Ann Hankins, Ward One
Keith Jackson, Ward Two
Linda Chapman, Ward Three
Allan Hampton, Ward Five
Sean Fortenbaugh, Ward Six
Onreka Johnson, Ward Seven
Randy Warren, Ward Eight

ABSENT: Jay Burk, Ward Four

PROCLAMATION:

White Cane Safety Day

Mayor Booker proclaimed October 15, 2021 as White Cane Safety Day. He presented the proclamation to members of the Lawton Council for the Blind and the Lions Club.

National Code Compliance Month

Mayor Booker proclaimed October 2021 as National Code Compliance Month. He presented the proclamation to Neighborhood Services and License and Permit staff.

REPORTS: MAYOR/CITY COUNCIL

Hampton stated they were able to go into the display cases in old town hall and get some artifacts. They are also working with the chamber on historical tours to offer those visiting Lawton. He thanked those for volunteering for this effort.

AUDIENCE PARTICIPATION: None

CONSENT AGENDA:

Mayor Booker stated they are striking item #6 and items #9 and #10 will be considered separately.

MOVED by Warren SECOND by Fortenbaugh to approve the consent agenda with the exception of items #9 and #10 and striking item #6. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

1. Consider approval of the minutes of the Lawton City Council regular meeting of September 28, 2021.
2. Consider the following damage claim recommended for approval: Comanche County in the amount of \$2,895.00. **Resolution 21-191**
3. Consider adopting a resolution approving the joint petition settlement and making payment in the workers' compensation claim of Matthew McKinney. **Resolution 21-192**
4. Consider adopting a resolution approving the joint petition settlement and making payments in the workers' compensation claim of Matthew McKinney. **Resolution 21-193**
5. Consider adopting a resolution approving the joint petition settlement and making payments in the workers' compensation claim of Robert Bay. **Resolution 21-194**
6. Consider appointing the Finance Director or the Interim Finance Director (whomever is currently leading the Financial Services Division when council considers this matter) as the ex-officio Treasurer and Disbursing Agent for the Lawton Water Board. **STRICKEN**
7. Consider designating the City's Human Resources Director, or the Interim Human Resources Director, to serve as the authorized agent of the City in matters pertaining to the defined contribution retirement plan for eligible employees and authorize the Mayor and City Clerk to execute the Authorized Agent Notification Form.
8. Consider authorizing the use of 2015 CIP funding in an amount not to exceed \$75,000.00 for the replacement of the Collier's Landing boat dock and road/parking lot improvements and; upon completion of the project, authorize the Mayor and City Clerk to accept and execute a reimbursement grant from the Oklahoma Department of Wildlife Conservation (ODWC) in the minimum amount of \$37,000.00 with said reimbursement to be credited back to the 2015 CIP fund.
9. Consider acknowledging receipt of the National Flood Insurance Program Community Rating System Flood Insurance Assessment.

Fortenbaugh encouraged citizens to acquire flood insurance.

MOVED by Fortenbaugh SECOND by Warren to acknowledge receipt of the National Flood Insurance Program Community Rating System Flood Insurance Assessment. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

10. Consider adopting a Resolution authorizing the installation and/or removal of traffic control measures at SW 27th Street, between SW ‘J’ Avenue and Lee Boulevard near Cleveland Elementary School.

Hampton stated Cleveland School sits in front of 27th Street which is now a main thoroughfare. It has a lot of traffic in the morning, and he feels this speed table will make things a lot safer.

MOVED by Hampton SECOND by Chapman to adopt **Resolution 21-195** authorizing the installation and/or removal of traffic control measures at SW 27th Street, between SW ‘J’ Avenue and Lee Boulevard near Cleveland Elementary School. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

11. Consider approving Amendment No. 1 and accepting the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-E - SW 7th Street - Project #2017-07 as constructed by AE Construction, LLC and placing the Maintenance Bond into effect.

12. Consider approving the construction plat for Eastlake Addition, Part 3D, subject to conditions.

13. Consider approving appointments to boards and commissions.

Redistricting Commission

Ron Jarvis- Ward 1
3605 NW Julie Street
Lawton, OK 73505
Term Expires 07/01/2026

John Purcell- Ward 4
3006 NE Muse Circle
Lawton, OK 73507
Term Expires 07/01/2026

Darren Medders- Ward 6
7512 NW Stonegate Drive
Lawton, OK 73505
Term Expires 07/01/2026

Historical Preservation

Ryan Studebaker- Public Rep
2512 NE Kingsbriar Place
Lawton, OK 73507
Unexpired Term 01/27/2022

Kent Jester
1125 NW Elm Avenue
Lawton, OK 73507
Term Expires 9/10/2023

BUSINESS ITEMS:

14. Receive a report from Crawford and Associates on internal audits conducted on the Parks and Recreation Department and the Public Works Department (Streets/Traffic Division).

Frank Crawford, Crawford and Associates, discussed the internal audit report on audits conducted on the Parks and Recreation Department and the Public Works Department Streets/Traffic Division. (Report is on file in the City Clerk’s office). He stated their next target is the City’s procurement process.

Fortenbaugh stated there is a lot of cash circulating around and he questioned if there might be a recommendation in the future to get away from using cash and start using credit cards more.

Mr. Crawford stated it would be ideal to move to a cashless component, but there are certain functions and elements of the City that deal in cash, especially in the courts and parks and recreation. There will always be people paying with cash. He stated they will make sure that there will be a control process that will ensure and minimize the risk that the money will go missing.

Cleghorn stated we recently revised our cash handling policy, and we are also transforming the way we collect revenue with the Tyler implementation. We want as many opportunities as possible to use credit and debit cards.

15. Receive a presentation from EST, Inc., and consider accepting the Conceptual Alignment and Feasibility Report for the Extension of Goodyear Boulevard from the West Industrial Park to US Highway 62, and directing staff to negotiate a contract with EST, Inc. to develop construction documents to complete the project.

Richard Rogalski, Deputy City Manager, stated when they looked at this project years ago there was no money for it or any prospects for any money. Since that time, we have industrial TIF districts and a rejuvenated LEDC and we also have the 2019 CIP that funded industrial development. He stated it took all these things together in order to get where we are today. He stated On June 9th, 2020, the Lawton Metropolitan Planning Organization (LMPO) approved a contract with EST, Inc. to develop a Conceptual Alignment and Feasibility Report for the

Extension of Goodyear Boulevard from the West Industrial Park to US Highway 62. EST, Inc. produced a “Universe of Alternatives” which were brought before the Transportation Technical Committee and the Transportation Policy Board for review, consideration, and scrutiny. From the feedback provided, to include considerable input from our industrial partners, EST developed a preferred alternative that was selected by the LMPO on April 27th, 2021. EST has since produced the Final Report for the conceptual alignment, which was approved by the LMPO on October 5, 2021. The Oklahoma Department of Transportation has indicated support for this project, to include possibly partnering with the City to fund the construction. It would be beneficial for the City Council to consider accepting this final report and directing staff to negotiate with EST to develop a contract for the preparation of construction documents (plans, specifications, and bid documents). This contract would be brought to the City Council as soon as possible for approval.

(Johnson exited the meeting @ 2:34 p.m.)

Amanda Newberry, EST, Inc., presented the final copy of the Conceptual Alignment and Feasibility Report for the Extension of Goodyear Boulevard from the West Industrial Park to US Highway 62. (On file in the City Clerk’s Office)

Rogalski stated they are asking for acceptance of this concept. He stated the LMPO has taken it as far as it can go, and he is recommending that council direct staff to start negotiating with EST for an actual design contract to get real construction plans.

MOVED by Chapman SECOND by Warren to direct staff to negotiate a contract with EST, Inc. to develop construction documents to complete the project. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Warren. NAY: None. MOTION CARRIED.

16. Consider an ordinance creating Sections 20-5-501 through 20-5-509, Article 20-5, Chapter 20, Lawton City Code 2015, by creating regulations for small cell wireless facilities, creating submittal requirements and who administers the revocable permit for council consideration, creating requirements for construction and maintenance of the facilities, providing for severability, and establishing an effective date.

Charlotte Brown, Code Plans Supervisor, stated over the past couple of years, there have been multiple inquiries about installation of above-ground small cell communications facilities. These facilities are required to deliver 5G coverage in areas that are difficult to serve. Due to the number of facilities needed to provide adequate coverage, they are primarily installed within the public right-of-way. While Chapter 20 does provide for the issuance of a revocable permit for underground communications cable and pipelines to be installed within city right-of-way, it does not currently address above ground small cell towers and facilities. Telecommunication towers located on private property are addressed in Chapter 6 of Lawton City Code. This ordinance allows for small cell wireless facilities to be constructed on the right-of-way within the City of Lawton with a revocable permit issued by City Council, provided that they can meet certain requirements, such as a minimum of 10 feet from a sanitary sewer main, shall be located on the opposite side of the roadway or other public way from a public water main, no facility shall impede an existing or proposed sidewalk, no more than 50 feet in height, and the adjacent

property owner shall provide written permission for the small cell wireless facility to be located adjacent to their property. The ordinance also allows for exceptions to be granted by City Council if the requirements are found to be infeasible. The ordinance also sets an annual use fee required in order to continue to be placed in the right-of-way.

MOVED by Warren **SECOND** by Hampton to adopt **Ordinance 21-27**, waive the reading of the ordinance, read the title only and establishing an effective date of thirty days after passage AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Warren. NAY: None. MOTION CARRIED.

(Title read by City Attorney)

Ordinance 21-27

AN ORDINANCE CREATING SECTIONS 20-5-501 THROUGH 20-5-509, ARTICLE 20-5, CHAPTER 20, SMALL CELL WIRELESS FACILITIES PERMIT, LAWTON CITY CODE, 2015; BY CREATING THE ARTICLE, CREATING REGULATIONS FOR SMALL CELL WIRELESS FACILITIES, CREATING SUBMITTAL REQUIREMENTS AND WHO ADMINISTERS THE REVOCABLE PERMIT FOR COUNCIL CONSIDERATION, CREATING REQUIREMENTS FOR CONSTRUCTION AND MAINTENANCE OF THE FACILITIES, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

17. Consider a resolution amending Appendix A, Schedule of Fees and Charges, by creating the application, review, inspection, and annual use fees for a small cell wireless facility permit.

Brown stated this resolution is a companion to the previous agenda item and creates the fee for the application, review, inspections, and annual use fees for the small cell wireless facility permits.

MOVED by Warren **SECOND** by Hankins to adopt **Resolution 21-196** amending Appendix A, Schedule of Fees and Charges, by creating the application, review, inspection, and annual use fees for a small cell wireless facility permit. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Warren. NAY: None. MOTION CARRIED.

STAFF REPORTS:

18. Receive an update on the City of Lawton Capital Improvement Projects.

Joe Painter, Engineering Director and Rusty Whisenhunt, Public Utilities Director presented projects funded under the CIP. (A copy of the presentation is on file in the City Clerk's office)

(Johnson returned to the meeting @ 2:50 p.m.)

The Mayor and Council convened in executive session at 3:25 p.m. and reconvened in regular, open session at 4:44 p.m. Roll call reflected all members present.

EXECUTIVE SESSION ITEMS:

19. Discussed the pending damage claim of Russell Green, dba, Waterstone Properties, LLC.

Ratliff read the title of item #19. No action was taken.

20. Discussed the pending action in United States District Court titled City of Lawton v. Engie Services, U.S., Inc. f/k/a OpTerra Energy Services, Inc., CIV-21-455-R.

Ratliff read the title of item #20.

MOVED by Warren SECOND by Chapman move to approve a professional services agreement between the City of Lawton and Darrell Harris Inc. at the rate of \$250 per hour for the purpose of assisting City’s legal counsel in analyzing the City’s damages, and if requested, prepare a report and testify concerning the same, to include if necessary a response to Engie’s counterclaim for monetary damages. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

21. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending action in relation to the District Attorney’s new policy regarding internal LPD investigations, and if necessary, take appropriate action in open session.

Ratliff read the title of item #21.

MOVED by Hamton SECOND by Warren to direct the City Attorney to formally respond to the District Attorney’s office regarding the new policy on internal LPD investigations AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

22. Pursuant to Section 307C.11, Title 25, Oklahoma Statutes, consider convening in executive session for purpose of conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within their jurisdiction if public disclosure of the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business.

Ratliff read the title of item #22. No action was taken.

There being no further business to consider, the meeting adjourned at 4:48 p.m. upon motion, Second and roll call vote.

STAN BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK



City of Lawton

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

Commentary

File #: 21-578

Agenda Date: 10/26/2021

Agenda No: 2.

ITEM TITLE:

Consider the following damage claims recommended for denial: Galilee Missionary Baptist Church in the amount of \$12,940.00 and Ghulam-Ali Mujtaba in the amount of \$13,400.00.

INITIATOR: City Attorney, John Ratliff

STAFF INFORMATION SOURCE: Deputy City Attorney, Kelea Fisher

BACKGROUND: The listed claims have been filed against the City of Lawton with the City Clerk. The claims have been investigated by the staff and legal opinions/recommendations have been prepared by the City Attorney's Office

Galilee Missionary Baptist Church: Claim in the amount of \$12,940.00 for property damage

Ghulam-Ali Mujtaba: Claim in the amount of \$13,400.00 for property damage

EXHIBIT: Legal Opinions/Recommendations

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Deny the claims listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2021-020

TO: Mayor and Council

FROM: Gregory Gibson *GWG*
Assistant City Attorney

DATE: September 15, 2021

MEETING: October 26, 2021

RE: Damage claim of
Galilee Missionary Baptist Church
7 NE Dr. Louis K. Jones Ave.
Lawton, Oklahoma 73507

Submitted in the amount of \$12,940.00 on June 28, 2021

RECOMMENDATION: Denial

BASIS OF CLAIM: Wayne Willis, Representative for Galilee Missionary Baptist Church, alleges on or about August 1, 2020, the church's asphalt parking lot was damaged due to a City trash truck turning to exit the parking lot. The church's parking lot sustained damage in previous years, and after making repairs, the dumpster was moved to a different location in the lot. Now both areas of the parking lot where the dumpster has been placed are damaged. Mr. Willis has submitted an estimate J&S Concrete Construction, Inc. in the amount of \$12,940.00 to repair both areas in the parking lot. The estimates are to remove and haul off the old asphalt, set and pour 6" of concrete with a 2' gravel base, with #3 rebar ties, in the area in front of the refuse facility, and 4" of concrete with a 2" gravel base and #3 rebar ties in the parking lot area that is damaged.

DATE OF DAMAGE: August 2020

FACTS: According to Jason Mansel, Solid Waste Superintendent, he has spoken with his office staff and the Solid Waste Collections Supervisors regarding the claim, and they were not aware of the issue with parking lot, nor have they spoken with Mr. Willis or anyone else from the church. Mr. Mansel inspected the parking lot on July 8, 2021 and reported that the parking lot has a very thin layer of asphalt that is not in accordance with City Code. Once the thin asphalt is infiltrated with moisture, heavy trucks will cause the asphalt to fail. The only way to avoid asphalt damage would be to place the dumpster closer to the roadway and service it there, however, it would need to comply with City Code 6-1-5-188 – Refuse Facilities. The Claims Investigator also inspected the parking lot and took photos and measured the thickness of the asphalt. The asphalt is approximately 2" inches thick in both areas. Both areas of the parking lot have failed due to the thin layer of the asphalt, moisture infiltration beneath the asphalt, and

the weight of the trucks. The parking lot is not in compliance with City of Lawton Code 6-1-5-188, A-5, which requires “A minimum six-inch thick concrete pad *shall* be provided for the refuse container(s) enclosure, and a minimum fifty (50) feet by twelve (12) feet unobstructed approach path constructed with a minimum six (6) inches thick concrete (recommended) or asphalt paving shall be provided for the collection truck access to the front of the enclosure. In addition, sufficient area to maneuver the truck through the site, including a through driveway or a turn-around area must be provided. The collection truck must be able to perform its required functions without backing across any driveway entrance or onto any public street.”

It should be noted that the estimate provided is for concrete, not asphalt, and would represent a significant *upgrade* to the parking lot. Concrete is significantly higher priced than asphalt.

LEGAL BASIS FOR DENIAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 et seq., municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. However, negligence is never presumed, and the burden of proving negligence and that it was the proximate cause of the harm complained of, is on the complaining party. Oklahoma Ry. Co. v. Ivery, 204 P.2d 978 (Okla. 1949).

In this instance, there is no negligent act by the City. The parking lot was not in compliance with City Code, and the City employee did not know the depth of the asphalt was not in compliance with the City Code before driving on the parking lot to service the customer’s dumpster.

This office recommends denial of this claim in full.

GREGORY GIBSON
ASSISTANT CITY ATTORNEY



Mincie Beamesderfer, CLA
Claims Investigator



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2021-027

TO: Mayor and Council

FROM: Kelea Fisher, Deputy City Attorney 

DATE: October 19, 2021

MEETING: October 26, 2021

RE: Damage claim of Mujtaba Ghulam-Ali
24229 State Highway 49
Lawton, OK 73507

Submitted in the amount of \$13,400.00 on August 2, 2021

RECOMMENDATION: Denial

BASIS OF CLAIM: Mujtaba Ghulam-Ali, has filed a claim on behalf of John R. McKee Trust¹, 805 NW 63rd Street, Oklahoma City, Oklahoma. Mr. Ghulam-Ali alleges on June 27, 2021 at approximately 1:30 a.m., the property located at 24229 State Highway 49, Lawton, Oklahoma 73507, flooded due to the City of Lawton opening the dam gates. Mr. Ghulam-Ali further alleges that a large amount of water flooded the property and did not have “time to drain properly.” The claim is in the amount of \$13,400.00 which represents alleged damages to a fence in the amount of \$6,000.00 and \$7,400.00 for damages to the sheetrock, frame, LED lights, and for dehumidifiers. Claimant submitted an undated invoice from an unknown source, which is purportedly evidence that fencing, topsoil, and concrete were sold to Miyagi Farms, L.L.C. in the amount of \$6,000.00.

DATE OF DAMAGE: June 27, 2021

FACTS: According to the National Oceanic and Atmospheric Administration (NOAA) records, on June 27, 2021, the area in question (Highway 49 near I-44 in Comanche County) received between 8-10 inches of rain overnight. Radar also recorded in excess of 10 inches of rain in the close proximity of 24229 State Highway 49 (within a quarter of mile). According to the U.S. Department of Commerce, this amount of rainfall was a 500-year storm event. The overnight rain on June 26th to early morning June 27th caused the bridge to wash out that is located approximately 1/8 of a mile north of Highway 49 on Madische Road, which is approximately a half mile from 24229 State Highway 49. Flooding also occurred all along the creeks east and west of Interstate I-44, which caused flooding to the Dollar General Store and Liberty National Bank.

¹ It should be noted that Mr. Ghulam-Ali alleges that his company, Miyagi Farms, LLC, leases the property in question from John R. McKee Trust. However, at the time this memorandum was finalized Mr. Ghulam-Ali had failed to provide a copy of said lease after it was requested. This claim is being recommended for denial, however, even if the claim was not being recommended for denial, at this time, the City Attorney’s Office is unable to substantiate that Claimant would legally be entitled to any damages related to this property.

Even further west on Highway 49 near Wichita Mountain Estates, Ketch Creek overflowed and exceeded the creek banks, which rarely occurs. Rain was measured in that location exceeding 10 inches in a 12-hour period. According to Rusty Whisenhunt, Director of Public Utilities, the dam operation did not cause flooding at the property located at 24229 State Highway 49. Mr. Whisenhunt further states in order for this property to flood from the gate operation at Lake Ellsworth dam, the water would have had to travel uphill. The flood gates on Lake Lawtonka would not have had any effect on that area either. The dam gates were opened and operated at proper increments based on lake levels. Records also indicate that the heavy rains that fell were south of the watershed to Lake Ellsworth. According to Comanche County Emergency Management Director, Michael Merrit, the excessive rain fall caused water rescues in Comanche County and road-graders were out the following days repairing washed out areas of roads in the county.

LEGAL BASIS FOR DENIAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 et seq., municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. However, negligence is never presumed, and the burden of proving negligence and that it was the proximate cause of the harm complained of, is on the complaining party. Oklahoma Ry. Co. v. Ivery, 204 P.2d 978 (Okla. 1949).

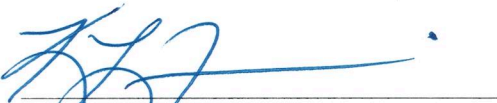
It is well established that an individual or entity is not liable for a loss or claim resulting from an “Act of God.” Mulkey v. Meridian Oil, Inc., 143 F.R.D. 257 (W.D. Okla. 1992). As defined by the Courts, an “Act of God” is some unavoidable accident which results exclusively from nature’s cause, such as lightning, violent wind and flood. Studebaker v. Cohen, 747 P.2d 274 (Okla. 1987). An unavoidable accident is one which occurs without negligence on the part of either party to a claim. OUJI 2d 10.9. It is one not caused by the fault of any persons, but if the accident could have been prevented by means suggested by common prudence, it is not deemed unavoidable. Video Independent Theatres, Inc. v. Cooper, 421 P.2d 833 (Okla. 1966).

The Oklahoma Governmental Tort Claims Act provides that the state or a political subdivision **shall not be liable** if a loss or claim results from:

8. Snow or ice conditions or temporary or natural conditions on any public way or other public place due to weather conditions, unless the condition is affirmatively caused by the negligent act of the state or a political subdivision;
5. Any claim based on performance of or the failure to exercise or perform any act or service which is in the discretion of the state or political subdivision or its employees.

This office recommends full denial of this claim because in this instance:

1. On June 27, 2021, flooding occurred in many areas within Comanche County and the City of Lawton. It was not the negligence of the City that caused Claimant’s damage rather, it was an unavoidable “Act of God” for which the City cannot be held liable.
2. The City employee operating the flood gates was not negligent in operating the dam gates. The employee followed gate operation policy and opened gates accordingly.


KEELEA FISHER
DEPUTY CITY ATTORNEY



City of Lawton

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

Commentary

File #: 21-579

Agenda Date: 10/26/2021

Agenda No: 3.

ITEM TITLE:

Consider the following damage claims recommended for approval: Cristy Pelley in the amount of \$6,316.98, Cory and Lori Riley in the amount of \$2,762.57 and Max Sasseen on behalf of Charlie and Carla Crutcher in the amount of \$575.00

INITIATOR: City Attorney, John Ratliff

STAFF INFORMATION SOURCE: Deputy City Attorney, Kelea Fisher

BACKGROUND: The listed claims have been filed against the City of Lawton with the City Clerk. The claims have been investigated by the staff and legal opinions/recommendations have been prepared by the City Attorney's Office.

Cristy Pelley:	Claim in the amount of \$6,316.98 for property damage
Cory and Lori Riley:	Claim in the amount of \$2,762.57 for property damage
Charlie and Carla Crutcher:	Claim in the amount of \$575.00 for property damage

EXHIBIT: Legal Opinions/Recommendation

Resolution No. _____ Resolution No. _____ Resolution No. _____

KEY ISSUES: N/A

FUNDING SOURCE: N/A

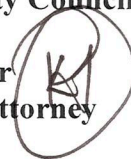
STAFF RECOMMENDED COUNCIL ACTION: Approve the claims listed above.



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2021-025

TO: Mayor and City Council

FROM: Kelea L. Fisher 
Deputy City Attorney

DATE: October 12, 2021

MEETING: October 26, 2021

RE: Damage claim of
Cristy Pelley
2326 NW 38th Place
Lawton, Oklahoma 73505

Submitted in the amount of \$15,472.00 on July 12, 2021

RECOMMENDATION: Approval in the reduced amount of \$6,316.98

BASIS OF CLAIM: Cristy Pelley is in a rent-to-own agreement with C&E Housing LLC., c/o Eric Sharum, for the property located at 2326 NW 38th Place. Mr. Sharum has given Cristy Pelley written authority to file, settle, and receive funds for the claim related to this property. Ms. Pelley alleges on April 13, 2021 at approximately 9:30 a.m. she went to the City of Lawton, Revenue Services Department to request her water be turned on. Ms. Pelly later stopped by the property after she got off work and water was running throughout the house and the property was flooded. Ms. Pelley submitted two estimates to repair the water damage. One estimate is from Hills Custom Homes, L.L.C. in the amount of \$12,730.00 to remove and replace the subfloor in the living room, install carpet and vinyl flooring, to remove and replace sheetrock in the bathroom, paint the bathroom, and to repair drywall patches in the laundry room. The other estimate is from Bob Davis Construction in the amount of \$15,472.00 to remove and replace the subfloor in the living room and bathroom, repair subflooring in the laundry room, dining room and hallway, to install carpet and vinyl flooring, to install a vanity with sink and faucets, to remove and replace sheetrock in the laundry room, to tape, texture and paint the laundry room, and to secure the substructure.

DATE OF ALLEGED DAMAGE: April 13, 2021

FACTS: According to Mark Moore, City of Lawton Meter Services Supervisor, Ms. Pelley scheduled water service restoration on April 13, 2021. At approximately 2:06 p.m. the same day, a City of Lawton Meter Services employee, in violation of departmental policy, turned the water on without making contact with Ms. Pelley or making sure someone was at the residence. At approximately 5:30 p.m., Ms. Pelley entered the house and the house was flooded. Mr. Moore pulled the City of Lawton, GPS records and water flow reports to confirm that the City of Lawton employee was at the residence and did turn the

water on. The water flow reports indicate that water was flowing for approximately two and one-half hours and emptied approximately 17,000 gallons of water into the house. The employee no longer works for the City of Lawton.

LEGAL BASIS FOR APPROVAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 *et seq.*, municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. However, negligence is never presumed, and the burden of proving negligence and that it was the proximate cause of the harm complained of, is on the complaining party. Oklahoma Ry. Co. v. Ivery, 204 P.2d 978 (Okla. 1949).

The Claims Investigator obtained an independent estimate from Comanche Home Center for the replacement of all flooring that was affected by water damage and the repair to the sheetrock in the laundry room. The estimate total was \$6,790.80, less 50% depreciation on the carpet in the amount of \$973.79, for a total of \$5,817.01. After initially submitting her claim, Claimant also submitted a request for reimbursement for 20 hours of labor (at \$15.00 an hour) in the amount of \$300.00, for water extraction, cleanup, removal and disposal of carpet and pad. (It should be noted that the labor for some of these items was included in the initial estimates provided by Claimant but she performed the work herself with other individuals). Claimant also submitted a request for reimbursement of three high velocity fans at \$39.99 and the purchase of a bathroom vanity in the amount of \$80.00. Depreciation was not taken on the vanity due to claimant buying a used vanity to replace the damaged vanity. The additional reimbursement items, which total \$499.97, were reasonable and it is recommended that this amount be added to the Comanche Home Center estimate (less the depreciation).

In this instance, the City could be found negligent due to the City employee's negligence, therefore, this office recommends approval of this claim in the reduced amount of \$6,316.98.

KELEA L. FISHER
DEPUTY CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

RESOLUTION NO. 21-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ASSIST CRISTY PELLEY IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE REDUCED AMOUNT OF SIX THOUSAND THREE HUNDRED SIXTEEN AND 98/100 DOLLARS (\$6,316.98).

WHEREAS, on April 13, 2021, a City of Lawton, Meter Services employee flooded the house at 2326 NW 38th Place when he turned the water on when no one was home, causing damage in the alleged amount of \$15,472.00, as stated in her claim, which was filed with the City Clerk against the City of Lawton on July 12, 2021; 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 City Attorney is hereby authorized and directed to assist Cristy Pelley in bringing suit in the District Court of Comanche County, Oklahoma, against the City of Lawton and to confess judgment therein in the reduced amount of Six Thousand Three Hundred Sixteen and 98/100 Dollars (\$6,316.98); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the City Attorney to confess judgment against the City in said amount.

ADOPTED and APPROVED by the Council of the City of Lawton this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 14th day of October, 2021.



KELEA L. FISHER
DEPUTY CITY ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS:

That on October 26, 2021, by Resolution, the City Council of the City of Lawton, directed the 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:

CRISTY PELLEY vs. CITY OF LAWTON, OKLAHOMA

CASE NO. CS-2021-

in the amount of \$6,316.98.


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 City Attorney to confess aforesaid judgment in the reduced amount of Six Thousand Three Hundred Sixteen and 98/100 Dollars (\$6,316.98).

Dated this 26 day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, City Clerk

APPROVED as to form and legality this 26th day of October, 2021.



KELEA L. FISHER
DEPUTY CITY ATTORNEY



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2021-028

TO: Mayor and Council

FROM: Kelea L. Fisher 
Deputy City Attorney

DATE: October 12, 2021

MEETING: October 26, 2021

RE: Damage claim of Lori and Cory Riley
8687 SW Red Elk Road
Faxon, OK 73540

Submitted in the amount of \$2,762.57 on August 3, 2021

RECOMMENDATION: Approval in the amount of \$2,762.57

BASIS OF CLAIM: Lori and Cory Riley allege on July 18, 2021, a City of Lawton Lakes Division fee collector exited his vehicle without putting the vehicle in park and it rolled into their travel trailer. Claimants are seeking \$2,762.57 in damages, which includes an estimate for repair from RV Connection in the amount of \$2,642.57 plus a \$120.00 fee charged by RV Connection to prepare the estimate.

DATE OF DAMAGE: July 15, 2021

FACTS: According to Jim Bonnarens, Lakes Division Supervisor, on July 15, 2021, a City of Lawton employee was recording information and collecting camping fees at Lake Lawtonka and when he exited his City of Lawton vehicle, he failed to put the vehicle in park. The employee's actions caused the City of Lawton vehicle to roll into Cory and Lori Riley's 2016 Hemisphere 300BH travel trailer. Upon discovering the accident, the City employee checked to make sure no one was injured and called his supervisor. No injuries were reported at the time of the collision. Three (3) points were assessed against the City employee's driving record.

LEGAL BASIS FOR APPROVAL OF CLAIM: Pursuant to Title 51, Oklahoma Statutes, §151 et seq., municipalities are held accountable in the same manner as private entities or individuals for negligent acts or omissions that result in harm to others. Negligence comprehends the failure to exercise due care required by the circumstances. Berbohn v. Pinkerton, 255 P.2d 260 (Okla. 1953). Under Oklahoma law, every person is under a duty to

Claims Memorandum

DC-2021-028

Pg. 2

exercise due care in using that which he controls so as not to injure the property of another. Missouri-Kansas-Texas R. Co. v. Ingram, 322 F.2d 286 (10th Cir. 1963).

This office recommends approval of this claim in the amount of \$2,762.57 because in this instance:

1. The City employee could be found to have breached his duty to exercise due care by not placing his vehicle in park before exiting the vehicle and this breach of duty may constitute negligence for which the City may be held liable.

KELEA L. FISHER
DEPUTY CITY ATTORNEY



Mincie Beamesderfer, CP
Claims Investigator

RESOLUTION NO. 21-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ASSIST CORY AND LORI RILEY IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE AMOUNT OF TWO THOUSAND SEVEN HUNDRED SIXTY-TWO AND 57/100 DOLLARS (\$2,762.57).

WHEREAS, on July 18, 2021, a City of Lawton Lakes Division vehicle rolled in to Cory and Lori Riley's 2016 Hemisphere camper, causing damage in the alleged amount of \$2,762.57, as stated in their claim, which was filed with the City Clerk against the City of Lawton on August 3, 2021; 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 City Attorney is hereby authorized and directed to assist Cory and Lori Riley 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 Two Thousand Seven Hundred Sixty-Two and 57/100 Dollars (\$2,762.57); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the City Attorney to confess judgment against the City in said amount.

ADOPTED and **APPROVED** by the Council of the City of Lawton this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 14th day of October, 2021.



KELEA L. FISHER
DEPUTY CITY ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS:

That on October 26, 2021, by Resolution, the City Council of the City of Lawton, directed the 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:

CORY AND LORI RILEY vs. CITY OF LAWTON, OKLAHOMA

CASE NO. CS-2021

in the amount of \$2,762.57.

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 City Attorney to confess aforesaid judgment in the amount of Two Thousand Seven Hundred Sixty-Two and 57/100 Dollars (\$2,762.57).

Dated this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 26th day of October, 2021.




KELEAH L. FISHER
DEPUTY CITY ATTORNEY



OFFICE OF THE CITY ATTORNEY

CLAIMS MEMORANDUM #DC-2021-029

TO: Mayor and Council

FROM: Kelea L. Fisher 
Deputy City Attorney

DATE: October 12, 2021

MEETING: October 26, 2021

RE: Damage claim of
Max Sasseen on behalf of Charlie and Carla Crutcher
1701 NW Cache Road
Lawton, Oklahoma 73507

Submitted in the amount of \$575.00 on August 10, 2021

RECOMMENDATION: Approval in the amount of \$575.00

BASIS OF CLAIM: Max Sasseen manages rental property at 924 Runyon Road for Charlie and Carla Crutcher. Mr. Sasseen alleges on May 26, 2021, a City of Lawton backhoe struck the roof of the house at 924 Runyon Road causing damage to the roof and soffit. Mr. Sasseen has submitted an estimate in the amount of \$575.00 from Steve Hoffman to repair the roof and soffit.

DATE OF DAMAGE: May 25, 2021

FACTS: City of Lawton records indicate that on May 25, 2021, a Sewer Construction employee was working on the City's sewer main at 924 Runyon Road and was attempting to move a trench box. When the employee lifted the boom on the track hoe, it struck the corner of the roof causing damage to the fascia, soffit and corner boards. According to the Safety Review Board, this was a chargeable incident, and one (1) point was assessed against the employee's 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 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

Claims Memorandum

#DC-2021-029

Page 2 of 2


ordinary care to avoid injury to another's person or property.

In this instance:

1. The City of Lawton employee could be found to have breached his duty of care in his operation of the track hoe and the resulting damage to the Claimant's property could constitute negligence for which the City may be held liable.

It is recommended that the claim be approved for \$575.00, the amount of the estimate submitted with the claim.

KELEA L. FISHER
DEPUTY CITY ATTORNEY


Mincie Beamesderfer, CP
Claims Investigator

mbH:\Damage Claims\MRV\2021-DCmemos\2021-029Damage to roof Sewer Rehab App.doc

RESOLUTION NO. 21-_____

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO ASSIST MAX SASSEEN, ON BEHALF OF CHARLIE AND CARLA CRUTCHER IN FILING A FRIENDLY SUIT IN THE DISTRICT COURT OF COMANCHE COUNTY, OKLAHOMA, AGAINST THE CITY OF LAWTON; AND AUTHORIZING THE CITY ATTORNEY TO CONFESS JUDGMENT THEREIN IN THE AMOUNT OF FIVE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$575.00).

WHEREAS, on May 26, 2021, City of Lawton, Sewer Rehabilitation struck the roof edge at 924 Runyon Road, Lawton, Oklahoma with a trackhoe bucket during a sewer main repair, causing damage in the alleged amount of \$575.00, as stated in his claim, which was filed with the City Clerk against the City of Lawton on August 10, 2021; 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 City Attorney is hereby authorized and directed to assist Max Sasseen, on behalf of Charlie and Carla Crutcher 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 Five Hundred Seventy-Five and No/100 Dollars (\$575.00); and further, **BE IT RESOLVED** that the Mayor and City Clerk are hereby authorized to execute a written Warrant of Attorney directing the City Attorney to confess judgment against the City in said amount.

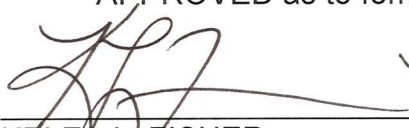
ADOPTED and **APPROVED** by the Council of the City of Lawton this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

APPROVED as to form and legality this 14th day of October, 2021.



KELEA L. FISHER
DEPUTY CITY ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS:

That on October 26, 2021, by Resolution, the City Council of the City of Lawton, directed the 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:

CHARLIE AND CARLA CRUTCHER vs. CITY OF LAWTON, OKLAHOMA

CASE NO. CS-2021-

in the amount of \$575.00.


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 City Attorney to confess aforesaid judgment in the amount of Five Hundred Seventy-Five and No/100 Dollars (\$575.00).

Dated this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, City Clerk

APPROVED as to form and legality this 14th day of October, 2021.


KELEA L. FISHER
DEPUTY CITY ATTORNEY



City of Lawton

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

Commentary

File #: 21-581

Agenda Date: 10/26/2021

Agenda No: 4.

ITEM TITLE:

Consider adopting a resolution approving the joint petition settlement and making payments in the workers' compensation claim of Dennis King.

INITIATOR: City Attorney, John Ratliff

STAFF INFORMATION SOURCE: Deputy City Attorney, Kelea Fisher

BACKGROUND: This matter involves the workers' compensation claim of Dennis King, a previous employee of the City of Lawton, Solid Waste Collection's Division who alleges an injury to his right foot on April 16, 2021. Settlement has been reached subject to City Council approval with the claimant agreeing to accept the City's offer of \$11,550.00, including \$2,310.00 as attorney's fees and a \$346.50 Multiple Injury Trust Fund Assessment payment to the Oklahoma Tax Commission. It was the opinion of the City's Workers' Compensation attorney that the award was consistent with the medical evidence.

EXHIBIT: Resolution No. 2021-_____

KEY ISSUES: N/A

FUNDING SOURCE: Sinking Fund

STAFF RECOMMENDED COUNCIL ACTION: Adopt a resolution approving the Joint Petition settlement and making payments in the pending workers' compensation claim of Dennis King.

RESOLUTION NO. 2021-

A RESOLUTION APPROVING THE JOINT PETITION SETTLEMENT AND MAKING PAYMENT OF THE SETTLEMENT IN THE WORKERS' COMPENSATION CASE OF DENNIS KING FOR THE AMOUNT OF ELEVEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$11,550.00) INCLUDING AN ATTORNEY'S FEE PAYMENT IN THE AMOUNT OF TWO THOUSAND THREE HUNDRED TEN AND NO/100 DOLLARS (\$2,310.00); DIRECTING THREE PERCENT (3%) OF SAID JUDGMENT, IN THE AMOUNT OF THREE HUNDRED FORTY-SIX AND 50/100 DOLLARS (\$346.50), TO BE PAID DIRECTLY TO THE OKLAHOMA TAX COMMISSION AS A MULTIPLE INJURY TRUST FUND TEMPORARY ASSESSMENT IN ACCORDANCE WITH 85A OKLA. STAT. SECTION 31.A.7; AND FILING A FOREIGN JUDGMENT IN THE DISTRICT COURT OF COMANCHE COUNTY FOR PURPOSE OF PLACING SAID JUDGMENT ON THE TAX ROLLS.

WHEREAS, Dennis King has filed an injury claim with the Workers' Compensation Commission for disability benefits as a result of injuries to his right foot, which occurred on April 16, 2021, while on duty as a Sanitation Worker for the City of Lawton, Solid Waste Collections Division; and,

WHEREAS, a Joint Petition Settlement has been reached in the amount of Eleven Thousand Five Hundred Fifty and No/100 Dollars (\$11,550.00), including an attorney's fee payment in the amount of Two Thousand Three Hundred Ten and No/100 Dollars (\$2,310.00); and,

WHEREAS, pursuant to Title 85A Okla. Stat. Section 31.A.7., for injuries occurring on or after July 1, 2019, the Oklahoma Tax Commission shall assess and collect from claimants a Multiple Injury Trust Fund temporary assessment in the amount of three percent (3%) of the total award or settlement for permanent partial disability or permanent total disability; and,

WHEREAS, in the Joint Petition Settlement filed with the Workers' Compensation Commission, the claimant agreed that said assessment, representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability, shall be deducted from the settlement amount and paid by the employer; and,

WHEREAS, the above referenced Multiple Injury Trust Fund Assessment representing three percent (3%) of the joint petition settlement amount attributable to permanent partial disability or permanent total disability is Three Hundred Forty-Six and 50/100 Dollars (\$346.50); and,

WHEREAS, the amount due to Dennis King will be Eleven Thousand Five Hundred Fifty and No/100 Dollars (\$11,550.00), including an attorney's fee payment in the amount of Two Thousand Three Hundred Ten and No/100 Dollars (\$2,310.00) and including a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Three Hundred Forty-Six and 50/100 Dollars (\$346.50).

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Lawton, that the City Council approves the Joint Petition Settlement and filing of a foreign judgment for purposes of placing said judgment on the tax rolls and making payment of Eleven Thousand Five Hundred Fifty and No/100 Dollars (\$11,550.00), including an attorney's fee payment in the amount of Two Thousand Three Hundred Ten and No/100 Dollars (\$2,310.00) and a Multiple Injury Trust Fund Assessment to be paid to the Oklahoma Tax Commission in the amount of Three Hundred Forty-Six and 50/100 Dollars (\$346.50), in the workers' compensation case of Dennis King.

PASSED and APPROVED by the Mayor and Council of the City of Lawton, Oklahoma this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this 14th of October 2021.



KELEAH L. FISHER, DEPUTY CITY ATTORNEY



City of Lawton

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

Commentary

File #: 21-585

Agenda Date: 10/26/2021

Agenda No: 5.

ITEM TITLE:

Consider approving Amendment No 1 to the Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.

INITIATOR: Richard Rogalski, Deputy City Manager

STAFF INFORMATION SOURCE: Richard Rogalski, Deputy City Manager

BACKGROUND: On August 24, 2021 the City Council approved the annual agreement with the Lawton Economic Development Corporation (LEDC), authorizing \$313,000.00 of funding from the from the Hotel/Motel Tax and \$392,300.00 from the 2019 CIP, to be used to continue their efforts to encourage, promote and foster economic/industrial development in the City of Lawton. As a part of these efforts, the LEDC is now requesting \$70,000.00 of additional funding from the 2019 CIP to be used to hire professional consultants for work on industrial development projects within the Industrial Park. This modification has been added to their revised budget (attached) and noted the amended agreement.

EXHIBIT: Amendment No 1 to the Agreement along with Attachments A and B

KEY ISSUES: N/A

FUNDING SOURCE: 2019 CIP - Industrial Development

STAFF RECOMMENDED COUNCIL ACTION: Approve Amendment No 1 to the Agreement between the Lawton Economic Development Corporation and the City of Lawton to fund activities designed to encourage, promote and foster economic/industrial development in the City of Lawton, and authorize the Mayor and City Clerk to execute the Agreement.

**AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH THE LAWTON ECONOMIC
DEVELOPMENT CORPORATION
FOR ECONOMIC AND INDUSTRIAL DEVELOPMENT SERVICES
FY 2021-2022**

This Agreement is made and entered into by and between the **City of Lawton, Oklahoma**, a municipal corporation (the City), and the **Lawton Economic Development Corporation**, a domestic, non-profit corporation (LEDC) established under Oklahoma law.

WITNESSETH:

WHEREAS, an ordinance known as the ‘City of Lawton Hotel Tax Ordinance’, Ordinance No. 20-19, has been adopted by the Lawton City Council, and approved by a majority of the qualified electors voting on the Ordinance; and,

WHEREAS, Ordinance No. 20-19 levies and assesses within the City an excise tax of seven percent (7.0%) upon the gross proceeds derived from rents received from occupancy of hotel rooms; and,

WHEREAS, Ordinance No. 20-19 provides that the taxes collected under the provisions of said Ordinance shall be set aside in the City of Lawton Hotel Tax Fund established for the purpose of receiving and disbursing resultant tax proceeds for use to encourage, promote, and foster industrial development, economic development, conventions, and tourism; and,

WHEREAS, on February 11, 2020, the voters of Lawton approved a Capital Improvement/Operation Expenditure Sales Tax by the passage of Ordinance No. 2019-30, which authorized the City Council to establish by resolution the administrative intent of the Mayor and Council regarding the funding of the specific projects/operational expenditures with the sales tax levied by said ordinance, such sales tax subject to the requirements of prior encumbrances. The Council passed Resolution No. 2019-116 setting forth its administrative intent on how quality of life enhancements would be financed, implemented, and managed, to include identifying \$29,000,000.00 for infrastructure and support of projects in furtherance of industrial development.

The Council subsequently passed Resolution No. 20-28 modifying its administrative intent by in part reducing the amount available for industrial development/retention to \$28,750,000.00; and

WHEREAS, on November 26, 2019, the City Council of the City of Lawton adopted the Non-Retail Business Economic Development Assistance Policy, Council Policy 1-11 (“Policy”) for the attraction, evaluation, and public support for investment and development of non-retail businesses in the community; and

WHEREAS, the City Council of the City of Lawton (“City Council”) adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan (“Project Plan”) on December 10, 2019, in order to provide legal authorization and potential financial support for approved public and private ventures in connection with the City’s approved Policy; and

WHEREAS, on May 11, 2021, the City Council of the City of Lawton approved Resolution 21-68, Authorizing Performance and Allocation of Responsibilities for Implementation of the STEDI Project Plan, for the purpose of assigning responsibilities, providing for clear direction, prescribing financial priorities, and clarifying roles in order to maximize the potential success of the City’s strategy for encouraging investment and development in non-retail business enterprises and thereby generate corresponding benefits in terms of employment, economic opportunity, and the general health and welfare of the community; and

WHEREAS, the LEDC benefits the City in the carrying out of the goals and objectives set forth in Ordinance No. 20-19 and the portion of Resolution No. 20-28 pertaining to industrial development; and

WHEREAS, it is the desire of the parties hereto to combine their respective efforts to promote and foster economic/industrial development activities and economic growth in the City of Lawton; and

WHEREAS, LEDC is a non-profit corporation organized and existing under the laws of the State of Oklahoma whose stated purpose, among others, is to create new jobs and foster economic/industrial development in the City; and

WHEREAS, LEDC has demonstrated that it is capable of promoting, fostering and otherwise encouraging economic and industrial growth within the community, and, as a result, has retained professional staff with the knowledge and experience in this particular area, and has developed and continues to develop, research, data, and contacts which will be of benefit to the City in meeting their economic/industrial development goals and objectives; and

WHEREAS, the City desires to utilize the experience and knowledge of LEDC, to engage LEDC to provide professional program services and to develop certain work products that will benefit the City in its ongoing efforts to maximize economic/industrial development activity within the City, which will enhance the social and economic well-being of its citizens; and

WHEREAS, it is within the legal discretion of the Council of the City to choose contractors to render professional services to the City, and the City desires to exercise its legal power to contract and to enter into this Agreement with LEDC to provide the economic/industrial development professional services outlined and described in the Agreement for the 2021-2022 Fiscal Year (“FY 2021-2022”); and

WHEREAS, LEDC desires to provide the City with the professional services requested herein and to provide the work products identified within the Agreement, which services and products will promote and foster economic/industrial development activities within the City of Lawton.

NOW, THEREFORE, in exchange for the consideration, covenants, agreements, and premises set forth herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS.

The following words and phrases, when used herein, shall have the meanings indicated:

A. Economic/Industrial Development - activities designed to create, attract and retain industry and quality primary job opportunities to ensure the continued organized economic and industrial growth and expansion of Lawton and Fort Sill.

B. Military & Governmental Affairs - activities designed to promote the interests of Lawton Fort Sill by providing input and information in legislative matters at all levels of government and by serving as a partner with the military to sustain strong and positive relationships that promote and enhance economic/industrial development opportunities for the entire city. Activities include those reasonably related to: developing legislative strategies that outline the issues and positions of the city relative to matters that impact the city and communicate these positions to elected officials; presenting those strategies in forums that are designed to exhibit the strong support of the business community for economic/industrial development and armed forces missions and personnel; promoting unity and understanding between the business community of the Lawton Fort Sill Metropolitan Area and the personnel of Fort Sill in order to strengthen the positive relationship that exists between the city and the post; participating in efforts to attract new missions and new military and civilian defense contractors to the community.

C. Shared Administrative Expenses - costs reasonably related to support and accomplishment of the above defined programs. They are not directly attributable to the above defined programs because they are expenses that support the efforts of LEDC staff and assist in providing professional LEDC facilities needed to effectively carry out direct program operations. “Shared Administrative Expenses” include such costs as salaries, corresponding payroll taxes, appropriate and corresponding employee benefits and retirement plan contributions, supplies, printing, rent, office equipment, and other appropriate expenses.

D. Goals – the objectives to be achieved under the Scope of Work.

E. Performance Measures – the agreed upon measures by which LEDC’s progress in achieving the Goals can be objectively determined.

F. Program Coordinator – the City staff member designated by the City’s Council to coordinate the City’s administration of this Agreement. Unless otherwise changed by City Council during the term of this Agreement, the Program Coordinator shall be the City Manager or the City Manager’s designee.

G. Report or Reports – the document or documents submitted by LEDC to the Program Coordinator on a periodic basis (monthly, annually—see Section 7 of this Agreement, *infra*), which shall detail the work performed by LEDC pursuant to this Agreement during the referenced time period.

H. Scope of Work – the plan of work to be accomplished under this Agreement, which must be proposed by LEDC and approved by the Council, entitled the Lawton Fort Sill Economic Development Corporation Professional Services Plan and Performance Measures appended hereto as Attachment A and incorporated herein by reference.

SECTION 2. LEDC TO PROVIDE PROFESSIONAL SERVICES.

The LEDC agrees to provide professional services to the City that will encourage and promote economic and industrial development in the City, with such services to include, without limitation, all managerial, administrative, and fiscal services needed to accomplish the Scope of Work. In performance of such services, LEDC agrees to respond to all reasonable requests for services made by or on behalf of the City Council. A detailed listing of services to be performed and performance measures to be employed, is provided in Attachment A.

SECTION 3. SCOPE OF WORK.

A. The professional services to be provided by LEDC in performance of this Agreement shall consist of all professional staff work and other related resources necessary for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work, including, without limitation, the goals and performance measures. Such services shall also include the submission of all required Monthly and Annual Reports and any other obligations set forth herein.

B. In performing this Agreement, LEDC shall provide and be compensated for providing the necessary, qualified and competent personnel predominantly assigned to the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work. LEDC shall also provide all professional and related administrative services that are reasonably requested by or on behalf of the City and that are necessary to present viable promotional programs including, but not limited to: industry retention and expansion strategies; industry cluster strategies; entrepreneurial development; business recruitment strategies; public relations and

marketing strategies; infrastructure strategies including employment lands; non-retail development; and research and marketing support strategies.

SECTION 4. RESPONSIBILITIES OF LEDC.

A. The LEDC shall be accountable to the City for the provision of all professional staff, offices and other related services or resources needed to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work, and for expanding economic/industrial development in the City.

B. The parties understand that LEDC is responsible to the Program Coordinator for the day-to-day provision of professional services to the City; for the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work; and for reporting on the same by means of the Reports required by Section 7 of this Agreement.

C. The parties understand that in the furtherance of the purposes of the STEDI Project Plan, and in accordance with Resolution 21-68, the LEDC shall undertake the responsibilities listed therein.

SECTION 5A. PAYMENT FOR SERVICES RENDERED.

A. The LEDC shall, sixty (60) days prior to the beginning of the City's next fiscal year, submit an annual budget for approval by the City. The budget for the 2021-2022 fiscal year is attached hereto and incorporated herein as Attachment B.

B. The City agrees to provide funds to LEDC in the amount specified in their approved budget for the services to be performed under this Agreement from the proceeds of the Hotel/Motel and 2019 Sales Tax Initiative collected and received by the City and allocated to this Agreement, subject to the limitations set forth herein. For the 2021-2022 fiscal year, the funds provided to LEDC under this Agreement shall not exceed Seven Hundred and Seventy-Five Thousand and Three Hundred Dollars (\$775,300.00) to be comprised of Three Hundred and Thirteen Dollars (\$313,000.00) from proceeds of the Hotel/Motel tax collections and Four Hundred Sixty-Two Thousand, Three Hundred Dollars (\$462,300.00) from the 2019 Sales Tax Initiative. The LEDC's receipt of such funds shall be subject to the City's collection of (1) sufficient Hotel/Motel tax revenue to cover the City's budgeted Hotel/Motel tax obligations, and (2) sufficient Sales tax revenue to cover the City's budgeted Capital Improvement/operational expenditures Sales tax

obligations. Any claim submitted to the City must be presented in writing and verified in the manner provided by law. No account or claim may be paid by the City unless it has been reviewed and approved by the Program Coordinator and an entry of the account or claim made in the proper books kept for that purpose. Only the expenditures approved as a part of the budget shall be paid based on properly documented claims.

C. Budget changes between and within the categories provided for in paragraph A. of this Section require City Council approval if the cumulative variance(s), is (are) greater than ten (10) percent of the approved annual budget. Notwithstanding this provision, in no event will the funds received by LEDC under this Agreement exceed Seven Hundred and Seventy-Five Thousand and Three Hundred Dollars (\$775,300.00).

D. The Finance Director will be responsible for monitoring compliance with the requirements for claims for payment submitted under this Agreement and will promptly report in writing possible non-compliance to the City Manager and the Chief Executive Officer of LEDC.

E. Revenue generated by the expenditure of Hotel/Motel Tax funds shall maintain the same spending restrictions as those of the Hotel/Motel Tax Ordinance and must be recorded as income on the Monthly Report. All revenue not expended before June 30 of the contract year, which LEDC received from the City for services performed under this Agreement, shall be deposited in the Economic Development Fund referenced in Section 5B of this Agreement.

F. Revenue generated by the expenditure of 2019 sales tax funds shall maintain the same spending restrictions as those of Resolution 20-28 and must be recorded as income on the Monthly Report. All revenue not expended before June 30 of the contract year, which LEDC received or would have received from the City for services performed under this Agreement, shall remain in the City's 2019 Sales Tax Initiative account and no longer be obligated towards the purposes of this agreement.

G. As required by Section 7 of this Agreement, by the twentieth day following the end of a month, LEDC shall submit a Monthly Report to the Program Coordinator together with an invoice for the monthly installment due for services rendered during the prior month. The Program Coordinator shall forthwith review the Monthly Report and invoice to verify work performed and activities set forth therein meet the requirements of this Agreement. The Program Coordinator may request any additional information needed to fully document LEDC's work in furtherance of the objectives set forth in Section 2 of this Agreement and the Scope of Work. The Program

Coordinator shall complete his or her review within five (5) business days of the submission of the Monthly Report and invoice by LEDC and, if found to be satisfactory, shall submit the Monthly Report to the City Council and the invoice to the City's Finance Director for processing the invoice for payment; provided, if the Program Coordinator reasonably finds that the Monthly Report or invoice are not satisfactory, he or she may withhold such notification until any deficiencies in the Monthly Report or invoice have been corrected by LEDC. Following such notification by the Program Coordinator, the Finance Director shall process payment of the claim within ten (10) business days unless non-compliance with the requirements for claims is reported in accordance with paragraph D. of this Section.

H. The LEDC understands and agrees that the payment of funds by the City to LEDC under this Agreement shall be subject to annual appropriation and budgeting by the City as required by Oklahoma law, and that any funds to be paid by the City to LEDC for the professional services provided hereunder shall be limited to the amount of funds specified in this Section.

SECTION 5B. ECONOMIC DEVELOPMENT (RESERVE) FUND.

In accordance with City Council Resolution 21-128, all unexpended appropriations of the City's Hotel Tax shall be transferred to the Economic Development Fund created by the Resolution on June 30 of each fiscal year. As specified in Section 5A of this Agreement, all Hotel/Motel tax revenue appropriated to LEDC under this Agreement, but not expended by LEDC before June 30 of the contract year, shall be deposited into this fund as required by the Resolution. The expenditure of funds from the Economic Development Fund will follow the procedures set forth in the Resolution.

SECTION 6. CITY COUNCIL.

The City Council shall periodically review the progress of LEDC in accomplishing the objectives set forth in Section 2 of this Agreement and the Scope of Work; receive and review copies of Monthly Reports, and the Annual Report; and review any other issues or topics relevant to the accomplishment of the objectives set forth in Section 2 of this Agreement and the Scope of Work that the members of the Council desire to review or that are referred to them by the Program Coordinator.

SECTION 7. REPORTS.

As a part of the Scope of Work specified in this Agreement and to keep the City informed of all progress and accomplishments, LEDC shall provide the following reports:

A. Monthly Reports: Monthly Reports shall be submitted to the Program Coordinator no later than the twentieth day after the last day of each month. The Monthly Report shall consist of two parts. The first part will follow the format of the approved budget and shall show revenues expended and remaining for each budget expense category. The second part will provide sufficiently detailed information to document LEDC’s work to accomplish the objectives set forth in Section 2 of this Agreement and the Scope of Work during the preceding month.

The Monthly Reports shall contain the following elements:

1. Narrative Overview briefly outlining:
 - a. Major accomplishments;
 - b. Performance measures and related explanations as to why the measure was met or not; and
 - c. Major work to be undertaken in the next quarter.
2. FY 2021-2022 Scope of Work and Goals, updated to show the quantitative progress toward each stated goal; and
3. Attachments or information needed to fully inform the City Council concerning the status of each program service being performed or as may otherwise be requested by the City.
4. Examples of the latest media reports or marketing materials used to promote the economic/industrial development activities undertaken on behalf of the City.

B. Annual Report: The Annual Report is due by August 31, 2022, and shall include the following elements:

1. The Annual Report shall be in writing and include an oral summary on the entire Scope of Work and all work performed under this Agreement, and it shall be presented by LEDC to the City Council not later than August 31, 2022. The Annual Report shall: detail the year's accomplishments under each Goal and Performance Measure; compare actual activities and accomplishments with the stated Goals and Performance Measures; identify and explain any significant variation from the Scope of Work; and outline recommendations, plans, and projections for FY 2022-2023 in the event the City has decided to renew this professional services agreement.

2. The Program Coordinator shall initially consider the Annual Report and shall either approve the content of the Annual Report or reject the Annual Report and return it for additional information and/or documentation. In the event the Annual Report is rejected, LEDC shall amend, clarify, and/or update the Annual Report in response to any questions, concerns or deficiencies detailed by the Program Coordinator as a condition of forwarding the Annual Report to the City Council.

C. Presentations to City Council: The LEDC may be required to make periodic presentations to the City Council as requested by the Program Coordinator on its behalf.

SECTION 8. NO EXTRA WORK AND AMENDMENTS.

No claims for extra work or services of any kind or character beyond those set forth in this Agreement or beyond the funds available hereunder shall be recognized by or be binding on the City unless such work or services are first approved by the City. Any amendments to this Agreement to increase payments to LEDC for services above the amounts specified in this Agreement or to change the Scope of Work specified herein shall also be subject to approval by the City. Amendments to this agreement which impact the scope of work must be approved prior to initiation of such work. See Section 23 regarding amendments to this agreement.

SECTION 9. AUDITED FINANCIALS; RIGHT TO AUDIT; RECOVERY OF FUNDS.

A. On or before December 31st following each fiscal year LEDC shall furnish the City audited special-purpose financial statements, prepared on a cash basis with modifications for accrued receivables and payables related to this Agreement, for the preceding fiscal year accompanied by an independent auditor's report from a reputable certified public accountant.

B. The City shall have the unrestricted right to examine or audit all documents supporting the receipt of and use of funds paid by the City to LEDC under this Agreement. This right shall not expire upon expiration or cancellation of this Agreement.

C. The parties agree that the City may recover from LEDC any monies paid to LEDC under this Agreement that are documented to have been used by LEDC in any manner that violates this Agreement. This right shall not expire upon the expiration or cancellation of this Agreement.

SECTION 10. LEDC IS INDEPENDENT CONTRACTOR.

The LEDC is acting as an independent contractor of the City, and the employees, agents, consultants and subcontractors of LEDC are not employees of the City. To the extent permitted by law, LEDC and its employees hereby agree to waive any possible claims to any benefits of any kind or nature, available to qualified employees of the City. Additionally, LEDC shall notify the City in writing when it hires a subcontractor to perform services that fall within the scope of this agreement.

SECTION 11. ASSIGNMENT.

Except as expressly provided in the Agreement, LEDC agrees not to assign or otherwise transfer this Agreement or the rights, duties, or obligations herein contained without prior written approval of the City.

SECTION 12. NOTICES.

A. Notices to the City shall be in writing personally served, faxed, or sent by certified mail to:

City Manager
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

or to such other official and/or address as the City may from time to time specify in writing.

B. Notices to LEDC shall be in writing, personally served or sent by fax or certified mail to:

President
Lawton Economic Development Corporation
302 W. Gore Blvd
Lawton, Oklahoma 73502

or to such other official and/or address as LEDC may from time to time specify in writing.

SECTION 13. CANCELLATION.

A. The City may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to LEDC. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of LEDC, then the City shall provide ten (10) days written notice of cancellation. If the cancellation is without cause and is for the convenience of the City and not for any impropriety, default or breach of contract on the part of LEDC, then the City shall provide sixty (60) days written notice of cancellation. Such notice shall be deemed received by LEDC when deposited in the United States certified mail, with proper address and sufficient postage thereon.

B. The LEDC may cancel this Agreement, or any portion of this Agreement, with or without cause, upon written notice to the City. If cancellation is for cause, which shall include any impropriety, default, or breach of contract on the part of the City, then LEDC shall provide ten (10) days written notice of cancellation. If the cancellation is without cause and is for the convenience of LEDC and not for any impropriety, default or breach of contract on the part of the City, then LEDC shall provide sixty (60) days written notice of cancellation. Such notice shall be deemed received by the City when deposited in the United States certified mail, with proper address and sufficient postage thereon.

C. In the event of any cancellation, any work product under development (complete or incomplete) shall be returned to the City. In addition, any pro rata amount of funds due to LEDC shall be paid to LEDC by the City.

SECTION 14. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE/FEDERAL LAW.

A. The LEDC shall comply with all existing codes and ordinances of the City, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement including, but not limited to, those applicable to the accounting, reporting, recording, and retention of all revenues and expenditures of Hotel/Motel tax funds and 2019 sales tax funds.

B. In connection with the performance of services under this Agreement, LEDC agrees not to discriminate against any employee or applicant for employment because of race, creed, color, religion, age, national origin, sex (including pregnancy, sexual orientation or gender identity), disability or genetic information.

C. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be adjudicated in a court of appropriate jurisdiction in Comanche County.

SECTION 15. IMMIGRATION COMPLIANCE.

If at any time during the term of this Agreement, the City, in its sole discretion, determines that the parties to this Agreement must comply with the provisions of the “Oklahoma Taxpayer and Citizen Protection Act of 2007,” (Act) codified in part at Title 25, Okla. Stat. §§ 1312 and 1313 or any other such implemented legislation, LEDC agrees that it will complete and submit to the City an Immigration Affidavit stating that LEDC has registered with and will participate in the Status Verification System, as defined in the Act, to verify the work eligibility status of all new employees hired on or after January 1, 2011 to perform services under this Agreement within the State of Oklahoma. LEDC agrees that it will timely complete and submit the Immigration Affidavit to the City. The LEDC’s failure to timely complete and tender the Immigration Affidavit will be a basis for termination of the Agreement.

The LEDC’s statement in any Immigration Affidavit submitted pursuant to this section will be deemed to be incorporated into this Agreement and will be deemed to be material to the Agreement. Any intentional or material misrepresentation by LEDC in the Immigration Affidavit, or failure during the term of this Agreement to comply with the Status Verification requirements, will be deemed to be a material breach of the Agreement for which the City, in its discretion, may withhold payments, and/or recover losses, expenses, and damages, and/or cancel, suspend or terminate the Agreement without liability upon the City for any losses, expenses, or damages incurred by LEDC, and will remain suspended, canceled or terminated until such time that said misrepresentation, or failure to comply, is corrected and compliance by LEDC is obtained and reinstatement approved by the City.

The administration and enforcement of compliance with this provision is hereby delegated by the City Council to the Program Coordinator.

SECTION 16. ACCEPTANCE OF KICKBACKS AND GRATUITIES PROHIBITED.

No officer, employee, contractor, or subcontractor of LEDC shall accept any bribe, gratuity or kickback for the performance of work under this Agreement. The services of any officer, employee, contractor, or subcontractor of LEDC who is found to have accepted any such bribe, gratuity or kickback shall be immediately terminated by LEDC.

SECTION 17. **DEFEND, INDEMNIFY AND SAVE HARMLESS.**

To the fullest extent permitted by law, LEDC agrees to release, defend, indemnify and save harmless the City and its officers, officials, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of LEDC's negligent acts, operations, errors and/or omissions under or in connection with this Agreement and the parties for whom either entity is legally responsible. The LEDC shall promptly advise the City in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and LEDC, at its expense, shall assume the defense of the City with counsel satisfactory to the City. This section shall survive the expiration of this Agreement. Provided, however, LEDC need not release, defend, indemnify or save harmless the City or its officers, officials, agents and employees, from damages or injuries resulting from the negligence of the City, its officers, officials, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.

SECTION 18. **INSURANCE.**

A. The LEDC shall carry employer and liability insurance policies with an insurance company or companies authorized for business in the State of Oklahoma, with said companies to have at least an "A" rating by A.M. Best Company, insuring LEDC and City against liability for injuries to employees and persons (including wrongful death) and damage to property. The LEDC shall furnish the City with certificates of such insurance upon acceptance of this agreement, which insurance shall provide the City is a named co-insured under said policy or policies.

B. No work shall commence under this Agreement unless and until the required certificates of insurance are provided and in effect.

C. The LEDC shall provide to the City evidence of the following insurance as required herein:

1. Worker's Compensation. The LEDC shall maintain, during the term of this Agreement, worker's compensation insurance as prescribed by the laws of the state of Oklahoma.

2. Commercial general and automobile liability insurance. The LEDC shall maintain during the term of this Agreement sufficient commercial general and automobile liability insurance to protect LEDC and additional insured from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under this Agreement, whether such activities, omissions and operations be by LEDC or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended from time to time.

D. Any lapse of insurance coverage is declared a breach of this Agreement. The City may, at its option, suspend this Agreement until there is full compliance with this Section or may terminate this Agreement for nonperformance of the insurance requirements set forth in this Section.

SECTION 19. WHOLE AGREEMENT.

The work and scope of services to be provided by LEDC are defined solely by this Agreement, and not by any other statements, documents, representations, contracts or agreements that may be associated with this Agreement or the negotiation or procurement hereof.

SECTION 20. AMENDMENT.

This Agreement supersedes all prior contracts and understandings and may only be modified by written amendment executed by LEDC and the City.

SECTION 21. EFFECTIVE DATE, TERM, AND TIME.

A. This Agreement shall become effective as of July 1, 2021 and shall supersede any prior agreements between the parties. The LEDC shall complete all work and services to be performed hereunder by June 30, 2022, except as otherwise specifically provided.

B. This Agreement may be subsequently renewed annually upon mutual agreement of the parties. The LEDC will submit its FY 2022-2023 Program Proposal, Performance Measures and Budget no later than April 2022. An oral presentation of the Program Proposal will be made to the City no later than May 15, 2022.

IN WITNESS WHEREOF, the Lawton Economic Development Corporation adopts and approves this Agreement this _____ day of _____, 2021.

LAWTON ECONOMIC DEVELOPMENT CORPORATION

PRESIDENT

ATTEST:

SECRETARY

IN WITNESS WHEREOF, the City of Lawton adopts and approves this Agreement this _____ day of _____, 2021.

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

TRACI L. HUSHBECK, CITY CLERK

REVIEWED as to form and legality this _____ day of _____, 2021.

JOHN RATLIFF, CITY ATTORNEY

Attachment B

LEDC request additional \$70,000 from CIP for Carter Wind land development research

LAWTON-FORT SILL ECONOMIC DEVELOPMENT CORPORATION

LINE ITEM	HOTEL/MOTEL	CIP	OPERATIONS	LAUNCH	21-22 BUDGET
				LAWTON	PROPOSED
REVENUE					
Hotel/Motel	\$313,000.00				\$313,000.00
CIP		\$462,300.00			\$462,300.00
Private Funding Initiative/LaunchLawton				\$20,000.00	\$20,000.00
Interest Income			\$800.00		\$800.00
Ag Leases/Rent			\$1,000.00		\$1,000.00
Luncheon/Mtg			\$15,475.00		\$15,475.00
Donated			\$1,500.00		\$1,500.00
Sponsorships			\$7,000.00		\$7,000.00
TOTAL REVENUE	\$313,000.00	\$462,300.00	\$25,775.00	\$20,000.00	\$821,075.00
OPERATING					
Payroll		\$335,000.00			\$335,000.00
Health/Dental/Life		\$22,000.00			\$22,000.00
Retirement		\$9,500.00			\$9,500.00
Payroll Taxes		\$25,000.00			\$25,000.00
TOTAL PAYROLL		\$391,500.00			\$391,500.00
LAND ACQUISITION					
Note Payable 235	\$43,000.00				\$43,000.00
Interest Expense 235	\$23,000.00				\$23,000.00
TOTAL LAND ACQUISITION	\$66,000.00				\$66,000.00
ADMINISTRATION					
Bank Charges	\$625.00				\$625.00
Computer Equip Maint	\$3,000.00				\$3,000.00
Closing Costs	\$15,000.00				\$15,000.00
Depreciation Expense			\$1,200.00		\$1,200.00
Industrial Park		\$70,000.00			\$70,000.00
Insurance (E&O)	\$5,000.00				\$5,000.00
Legal & Accounting	\$45,000.00				\$45,000.00
Maintenance & Furniture	\$1,000.00				\$1,000.00
Maint & Repairs	\$2,000.00				\$2,000.00
Meals/Luncheon (Chamber)	\$4,000.00		\$500.00		\$4,500.00
Mileage/Travel (in-state)	\$7,000.00				\$7,000.00
Office Supplies (water,coffee,business cards, etc.)	\$5,200.00	\$800.00			\$6,000.00
Postage	\$800.00				\$800.00
Professional Dues/Subscriptions	\$15,000.00				\$15,000.00
Rent Expense			\$10,100.00		\$10,100.00
Research Studies	\$10,000.00				\$10,000.00
Small EQIP Purchases (computers, printers, etc.)	\$6,775.00				\$6,775.00
Strategic Consulting	\$4,500.00		\$1,500.00		\$6,000.00
Telecommunications (Cell Phone)	\$3,000.00				\$3,000.00
Training-Professional Development	\$12,000.00				\$12,000.00
Travel-Professional Dev	\$6,000.00				\$6,000.00
Website	\$8,500.00				\$8,500.00
TOTAL ADMINISTRATION	\$154,400.00	\$70,800.00	\$13,300.00	\$0.00	\$238,500.00
ADVERTISING AND MARKETING					
Economic Review-Copying/Printing	\$5,000.00				\$5,000.00
Economic Review Expenses	\$2,000.00			\$12,000.00	\$14,000.00
Local Meetings - Other (Prospects, ODOC, etc.)	\$15,000.00		\$1,775.00	\$1,000.00	\$17,775.00
Site Selection Visits/Meetings	\$500.00			\$3,000.00	\$3,500.00
Industry Programs				\$750.00	\$750.00
Prospect Travel	\$2,000.00			\$2,500.00	\$4,500.00
Annual ED Luncheon			\$7,000.00		\$7,000.00
Marketing & Advertising	\$15,800.00				\$15,800.00
Promotional Items	\$3,000.00				\$3,000.00
Tradeshow & Conference Registration	\$18,000.00		\$2,500.00		\$20,500.00
Tradeshow & Conference Travel	\$31,300.00		\$1,200.00	\$750.00	\$33,250.00
TOTAL ADVERTISING & MARKETING	\$92,600.00	\$0.00	\$12,475.00	\$20,000.00	\$125,075.00
TOTAL EXPENSES	\$313,000.00	\$462,300.00	\$25,775.00	\$20,000.00	\$821,075.00

ATTACHMENT “A”
LAWTON-FORT SILL ECONOMIC DEVELOPMENT CORPORATION
PROFESSIONAL SERVICES PLAN AND PERFORMANCE MEASURES
FY 21-22

INTRODUCTION

Lawton-Fort Sill Economic Development Corporation (LEDC) is a 501 (c) (6) not-for-profit corporation supported and led by local business and community leaders, city government, and top academic institutions. The LEDC collaborates closely with other entities throughout the Southwest Oklahoma/Lawton region and the state to ensure a globally competitive, sustainable regional economy through quality job creation. The LEDC consistently partners with the Oklahoma Department of Commerce in pursuit of job development.

SUMMARY OF PROGRAM FOR FY 21-22

The Lawton-Fort Sill Economic Development Corporation promotes the Lawton-Fort Sill community, businesses, workforce training, academic institutions, and lifestyle strengths worldwide to attract the world’s finest companies, entrepreneurs, and professional talent. Ultimately, the LEDC’s goal is to strengthen regional employment, build a base of high-value industries, and significantly improve the economic future for all who live and work in the region. We do this in a number of ways by:

- ❖ Marketing the Lawton-Fort Sill region as a globally competitive location for businesses and talent.
- ❖ Facilitating the Site Selection process for companies considering our market for competitive expansion or location investments.
- ❖ Convening regional leaders around key economic competitiveness issues.
- ❖ Engaging the region’s top business, academic and governmental leaders as a globally competitive location for businesses and talent.

INITIATIVES/OBJECTIVES

During FY 20-21, the LEDC has responded to 38 Request for Proposals: 28 from the Oklahoma Department of Commerce, 3 from AEP/PSO, 6 self-generated, and 1 from Tucker Link. Speed-to-market concerns require a compressed start-up time for prospects; manufacturers are no longer willing to wait a year or more for us to prepare to meet their needs before they can begin construction of a facility. As we prepare our community for site readiness, we began a strategic analysis of our Westside Industrial Park. LEDC reviewed the site ready requirements and began due diligence on each site in the park to include geotechnical, cultural resources, wetlands, and endangered species. LEDC engaged in a workforce study, website redevelopment, and a new community video to aid existing employers and demonstrate workforce capacities for business attraction. The LEDC Board created a natural gas committee as we look to expand natural gas in the industrial park. Staff was added to concentrate on the many new facets of a professional economic development endeavor for the City of Lawton.

Strategic Objectives

A. Grow Lawton Area Companies and Industries

Over time job growth comes directly from companies, industries, and entrepreneurs already in the area; those who have already “bought the product” of the City of Lawton. Helping these companies as startups expansion and prosper is a critical component of the LEDC’s economic development plan of work and supports the City of Lawton’s focus on economic development.

Key Objectives:

- ❖ Retain and expand the job base of existing industries and increase the competitiveness and productivity of companies
- ❖ Encourage greater entrepreneurial activity and new firm creation, including more research and development to bring new and enhanced products and services to market
- ❖ Enhance our ability to compete in and grow industry clusters that build on our competitive strengths

Performance Measures and FY 21-22 Targets



¹ Assistance is defined as direct help to a company for a defined issue. A company may have more than one major assistance project during a 12-month period.

B. Market to Attract New Companies and Investment

While a large percentage of new jobs come from growth within the community, it remains essential to share the story of the City and encourage incremental investment and job creation by firms new to the area.

The focus of this strategy is to increase the awareness and image of the community, work directly with the Oklahoma Department of Commerce, companies and site locators to attract new firms, and help to ensure that we have the product available for relocation and/or expansion projects.

Key Objectives:

- ❖ Recruit new companies to the region
- ❖ Increase investment in the region
- ❖ Improve perceptions of the City of Lawton as a location for business investment

LEDC will seek out opportunities to spread the word, identify and engage with prospects and then work to close those opportunities throughout the year. The combined efforts include building a close partnership with the Oklahoma Department of Commerce, attending key conferences/trade shows, planning and executing marketing trips to call on both companies and site selectors that have been identified as having potential growth plans.

Measurements for this portion of the outreach include:

Performance Measure	FY 21-22 Target
Jobs/Wages: Number of jobs and average wage from recruitment efforts.	700 jobs over five years (200 annually); Wages 11% higher than average area wage (\$40,000)
Recruitment: Maintain the number of active leads and prospects each year.	24 leads annually 100 prospects annually
Investment: Company capital investment resulting from Corporation assistance.	\$82 million over five years (\$16.4 million annually)
Lead Development Efforts: Assist with the generation of project leads by maintaining contact with national site consultants and real estate executives; also contact with corporations, both domestic and internationally.	Contact 75 national site consultants and real estate executives annually Contact 20 corporations annually
Marketing: Increase visitors to the website and Social Media.	100,000 (15%) increase year over year
Public Relations: Number of stories pitched/placed and assisted.	Minimum of 12 national media stories

C. Seize Lawton Area Opportunities

Ongoing enhancements to the quality of life, upgrades to key infrastructure and the Lawton – Fort Sill partnership all support the ability to retain, attract and grow business and talent. Seizing these opportunities on an ongoing basis is an important element of an economic development strategy. This strategy includes efforts to grow the tax base of the City of Lawton.

Key Objective:

- ❖ Work to ensure land and infrastructure are available for companies to grow and prosper
- ❖ Promote the City as a vibrant retail location

Retail

Due to the importance of retail sales taxes to municipal budgets, the competition for new retail dollars is greater than ever. The City of Lawton finds itself in an enviable position, as higher paying jobs are growing, the City’s cost of living remains well below the national average, and surrounding communities along with Fort Sill provide a strong retail market base. All of these factors position the City to be aggressive in supporting ways to fill retail voids that exist and attract desirable destination retail to our market. LEDC will work to expand and bring primary jobs to the community. The growth of primary, wealth creating jobs will enhance the community’s ability to attract additional retail and entertainment venues.

Site-Readiness Industrial Park Development

Without land that is ready for development and an ideally existing product where feasible (e.g., buildings) the City will not attract as much new investment and jobs as might be possible with developable land in place and “ready to go”.

The City, County, and LEDC are collaborating to enhance our industrial park competitiveness. We strategically engaged engineering and resource studies to move our community in the right direction. As with many other aspects of economic development, a strategy involving engagement with area

developers/real estate contacts as well as outreach to developers of national stature active in other markets should be a component of implementing the study.

Performance Measure	FY 21-22 Target
Create and maintain a website that will increase awareness of the development opportunities in the City of Lawton.	Site will include demographic and market area information, testimonials, available sites/commercial districts, quality of life and place amenities, and other resources.
Comanche County Industrial Development Plan	Continue working on implementing the infrastructure plan, create a Steering Committee established to document the best and least cost alternatives for the development of additional “shovel ready” industrial sites.

METRICS SUMMARY

The following table represents the top-line measures of the City/LEDC Agreement.

Overall City Contract Performance Metrics (one and five-year metrics) 2020-2025

Performance Metrics	Five Year Targets	+Five Year Actuals to Date (Year 1 of 5-year program)	2020-2021 Targets	2020-2021 Actuals
New jobs resulting from Corporation assisted projects (BRE + Recruitment)	1,000	359	200	359*
Average salary of new jobs	11% above average MSA wage = \$40,000	\$71,724	11% above average MSA wage = \$40,000	\$71,724*
Capital investment into the community from Corporation-assisted projects	\$82 million	\$60 million	\$16.4 million	\$60 million*
Increase in tax base from Corporation-assisted companies and efforts	\$16.5 million	\$12 million	\$3.3 million	\$12 million*
Innovation and Entrepreneurship	50 new products/services	4	10 new products/services	4*

*Note: Reported numbers are through June 30, 2021



City of Lawton

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

Commentary

File #: 21-545

Agenda Date: 10/26/2021

Agenda No: 6.

ITEM TITLE:

Consider approving Double Back Services to paint an aquatics themed mural on the exterior of the Mattie Beal Municipal Pool building and accepting the Agreement for the Non-Exclusive Use of the Image.

INITIATOR: Christine James, Interim Parks and Recreation Director

STAFF INFORMATION SOURCE: Reggie Seaton, Leisure Services Administrator

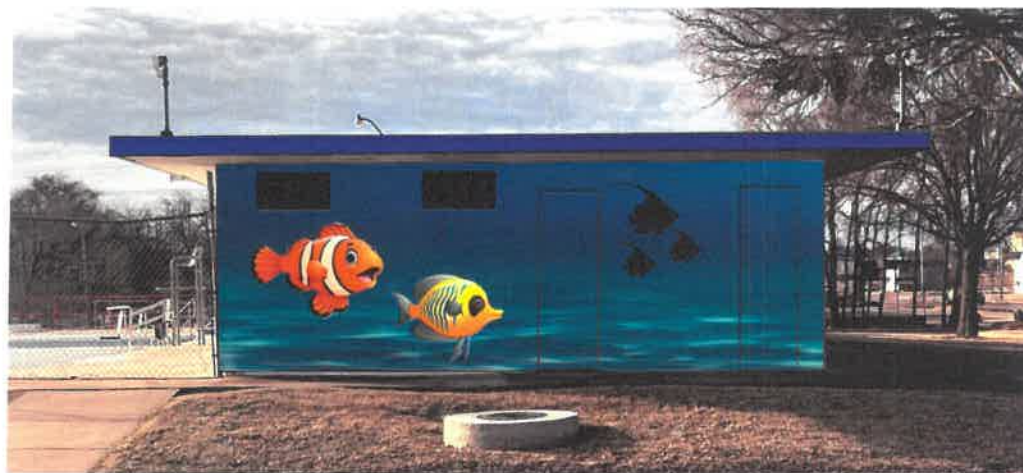
BACKGROUND: The Mattie Beal Municipal Pool building is located in Mattie Beal Park along SW 11th Street and is one of the older facilities managed by the Parks and Recreation Department. The facility is a popular family friendly destination to escape the heat of a hot summer day and the exterior of the building should reflect the same happy spirit of the pool. As the City continues to make park improvements across the community, staff is recommending a colorful and active underwater themed mural instead of a traditional paint job on the exterior walls of the pool building.

EXHIBIT: Proposed Mural Design and Agreement for the Non-Exclusive Use of the Image for Advertising, Education, Publicity & Display Materials

KEY ISSUES: Does the City Council desire to have a mural painted on the City owned municipal pool building?

FUNDING SOURCE: Parks and Recreation Aquatics Operating Budget

STAFF RECOMMENDED COUNCIL ACTION: Approve Double Back Services to paint an aquatics themed mural on the exterior of the Mattie Beal Municipal Pool building and accept the Agreement for the Non-Exclusive Use of the Image.



City of Lawton
**Agreement for the Non-Exclusive Use of Image for Advertising,
Education, Publicity & Display Materials**

RELEASE STATEMENT

I, the undersigned, do hereby give an irrevocable license, subject to the restrictions detailed in this document, to the City of Lawton and its boards, trusts, and commissions, to use without charge and without reservation, the likeness of my artwork(s) entitled:

Mattie Beal Municipal Pool Mural

and any other information about the above-listed artwork in any medium for any lawful purpose, including, but not limited to, promoting any of the above-mentioned entities, programs and services.

In consideration of the circulation of images of my artwork at no cost to me, I irrevocably consent to and authorize the City of Lawton, and its boards, trusts, and commissions, to use the likeness of the above-listed artwork in the above-listed manner. I further agree to forever release, discharge, defend, indemnify and otherwise hold harmless the City of Lawton, its officials, employees, agents and servants, and any City of Lawton board, trust, or commission, of, from, and against any and all claims, demands, expenses, losses of any kind, and causes of action and/or judgments of any nature or character, past or future, known or unknown, whether in contract or in tort, or any other civil liability that may arise out of, in any way, the use of the image of the above-listed artwork.

This agreement does not include the use of said image for commercial endeavors such as photo reproduction for sale or use in "for fee" products. I do not waive or assign the copyright for this artwork.

In addition, I waive the right to inspect or approve the finished product including written or electronic copy, wherein the image of the artwork appears.

I understand that where possible, the artist's name, artwork name, and other information about the artwork will be prominently listed. I also understand that this release and agreement in no way creates an obligation or requirement for the City of Lawton and its boards, trusts, and commissions to use images of my artwork.

I understand that the artwork is done on City property; and the City reserves the right to remove or cover the above listed artwork at the City's sole discretion.

I hereby affirm that all artworks covered under this agreement are original and created by me and/or that I legally own or possess said artwork, that I own or possess the rights granted under this agreement, and that the rights granted hereunder are not encumbered by any other agreement which would conflict with this agreement

_____ I agree to all terms and conditions as stated above.

_____ I DO NOT agree to all terms and conditions as stated above.

By signing below, I hereby acknowledge that I have read and understood the terms of this release.

Double Back Services, Terry Shaw (signature)

Date: _____

Contact information

Address: _____

City, State Zip Code: _____

Telephone: _____

Website: _____

Email: _____



City of Lawton

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

Commentary

File #: 21-553

Agenda Date: 10/26/2021

Agenda No: 7.

ITEM TITLE:

Consider approving Double Back Services to recreate the Patterson Center mural and attaching said mural to the exterior of the Patterson Center and accepting the Agreement for the Non-Exclusive Use of the Image.

INITIATOR: Christine James, Interim Parks and Recreation Director

STAFF INFORMATION SOURCE: Reggie Seaton, Leisure Services Administrator

BACKGROUND: The Patterson Center is a community center located at 4 NE Arlington Avenue and was rededicated as such in 1963. The original mural was the idea of Mr. Albert Johnson Sr. Ten local high school students were selected to go into the community and interview residents and bring back information and photographs. From the information gathered, the mural was born. The mural depicts some of those community members, the students involved along with local landmarks. The mural was located on the exterior north side of the Patterson Center but was not able to be salvaged prior to the installation of the new siding.

The new mural will be a re-creation of the original mural and painted on thin material that will be affixed to the building on the north side.

EXHIBIT: Proposed Mural Design and Agreement for the Non-Exclusive Use of the Image for Advertising, Education, Publicity & Display Materials

KEY ISSUES: Does the City Council desire to have a mural painted and then attached to the City owned Patterson Center?

FUNDING SOURCE: Parks and Recreation Operating Budget

STAFF RECOMMENDED COUNCIL ACTION: Approve Double Back Services to recreate the Patterson Center mural and attach said mural to the exterior of the Patterson Center and accept the Agreement for the Non-Exclusive Use of the Image.



City of Lawton
**Agreement for the Non-Exclusive Use of Image for Advertising,
Education, Publicity & Display Materials**

RELEASE STATEMENT

I, the undersigned, do hereby give an irrevocable license, subject to the restrictions detailed in this document, to the City of Lawton and its boards, trusts, and commissions, to use without charge and without reservation, the likeness of my artwork(s) entitled:

Patterson Community Center Mural

and any other information about the above-listed artwork in any medium for any lawful purpose, including, but not limited to, promoting any of the above-mentioned entities, programs and services.

In consideration of the circulation of images of my artwork at no cost to me, I irrevocably consent to and authorize the City of Lawton, and its boards, trusts, and commissions, to use the likeness of the above-listed artwork in the above-listed manner. I further agree to forever release, discharge, defend, indemnify and otherwise hold harmless the City of Lawton, its officials, employees, agents and servants, and any City of Lawton board, trust, or commission, of, from, and against any and all claims, demands, expenses, losses of any kind, and causes of action and/or judgments of any nature or character, past or future, known or unknown, whether in contract or in tort, or any other civil liability that may arise out of, in any way, the use of the image of the above-listed artwork.

This agreement does not include the use of said image for commercial endeavors such as photo reproduction for sale or use in "for fee" products. I do not waive or assign the copyright for this artwork.

In addition, I waive the right to inspect or approve the finished product including written or electronic copy, wherein the image of the artwork appears.

I understand that where possible, the artist's name, artwork name, and other information about the artwork will be prominently listed. I also understand that this release and agreement in no way creates an obligation or requirement for the City of Lawton and its boards, trusts, and commissions to use images of my artwork.

I understand that the artwork is done on City property; and the City reserves the right to remove or cover the above listed artwork at the City's sole discretion.

I hereby affirm that all artworks covered under this agreement are original and created by me and/or that I legally own or possess said artwork, that I own or possess the rights granted under this agreement, and that the rights granted hereunder are not encumbered by any other agreement which would conflict with this agreement.

_____ I agree to all terms and conditions as stated above.

_____ I DO NOT agree to all terms and conditions as stated above.

By signing below, I hereby acknowledge that I have read and understood the terms of this release.

Double Back Services, Terry Shaw (signature)

Date: _____

Contact information

Address: _____

City, State Zip Code: _____

Telephone: _____

Website: _____

Email: _____



City of Lawton

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

Commentary

File #: 21-549

Agenda Date: 10/26/2021

Agenda No: 8.

ITEM TITLE:

Accept the Annual ADA Report that outlines completed ADA accessibility projects, and work done towards compliance, and the money expended on each project required by the settlement agreement between the City and Joseph Harper and Vivian Wheeler dated 9 December, 2013.

INITIATOR: Director of Engineering, Joseph Painter

STAFF INFORMATION SOURCE: ADA Coordinator, Lawton Access Board

BACKGROUND: In accordance with the terms of the settlement agreement (Exhibit A, paragraph H) reached in the case of *Joseph Harper and Vivian Wheeler vs City of Lawton*, Case No. CIV-12-841-F, the City of Lawton is required to present an annual report of ADA projects, work on those projects toward compliance, and the money expended on each project by October of each year. The settlement agreement establishes a minimum of \$350,000.00 be spent on ADA compliance needs during the 2020-2021 fiscal year. The total amount spent on projects during the last fiscal year (2020-2021) exceeded that minimum with a total of \$2,340,692.15 spent on the projects identified in the compliance report.

EXHIBIT: 2020-2021 ADA Compliance Report, ADA Executive Summary

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Accept the Annual ADA Report that outlines completed ADA accessibility projects, and work done towards compliance, and the money expended on each project required by the settlement agreement between the City and Joseph Harper and Vivian Wheeler dated 9 December, 2013.

ADA EXECUTIVE SUMMARY TO COUNCIL
26 October 2021

Introduction

In 2013 the City of Lawton decided to revise and improve its ongoing efforts to comply with the Americans with Disabilities Act of 1990 (ADA). Pursuant to this determination the City decided it would (1) conduct a comprehensive self-evaluation; (2) undertake a comprehensive facility assessment, (3) develop a new and constantly evolving transition plans, and (4) create the Lawton Access Board. The City is continually reviewing and revising all its policies and procedures to enhance compliance with the ADA in a variety of areas including, but not limited to new construction, addressing and responding to complaints, monitoring compliance, and maintaining records of ADA improvements both undertaken and facilitated by the City. A progress report such as this one will be presented annually to the Lawton City Council in future years so that the council is aware of ongoing activities and has the opportunity to provide feedback and guidance to staff.

Self-Evaluation Report

On February 25th, 2014, the Lawton City Council accepted the Self-Evaluation Report recently undertaken by City staff as part of the ongoing process of assessing and improving program accessibility within the City as required by Title II of the Americans with Disability Act (ADA).

The self-evaluation is a process City staff uses to assess operations that include effective communication with the citizens regarding ADA issues and/or compliance; notice to citizens regarding ways in which Title II of the ADA protects them from discrimination; the grievance procedure for both citizen and employee complaints; and any needed modifications to the city policies and practices to ensure equal access to its programs, services, and activities.

Facilities Assessment

On March 25th, 2014, Council accepted the Facilities Assessment Report undertaken by City staff as part of the ongoing process of assessing and improving program accessibility within the City as required by Title II of the Americans with Disability Act (ADA).

The facilities assessment is a comprehensive assessment of each facility which it owns or controls within City public right-of-ways (including buildings, parks & recreation sites, streets and sidewalks and other facilities that may be leased by the City where City programs are offered). The facilities assessment incorporates the findings of the City of Lawton Access Survey report, dated February 5, 2013. It assesses, but is not limited to, site arrival points, sidewalks and curb ramps, pedestrian signals, bus stops, parking areas, parks and recreation areas, toilet rooms and bathing rooms within City facilities, drinking fountains, and auditoriums.

Transition Plan

On June 24th, 2014 council accepted the Transition Plan developed by City staff and the Lawton Access Board as part of the ongoing process of assessing and improving program accessibility within the City as required by Title II of the Americans with Disability Act (ADA).

The Transition Plan takes the information gathered from the Self-Evaluation and the Facilities Assessment to create a plan of action for eliminating barriers identified in facilities it owns or controls within City public right-of-ways (including buildings, parks & recreation sites, streets and sidewalks and other facilities that may be leased by the City where City programs are offered) as well as barriers identified in our documentation and programs provided. The Transition Plan is a continually evolving document that continues to add new goals after previous goals have been achieved.

Lawton Access Board

On December 17th, 2013, Council approved the creation of the Lawton Access Board and appointed the following individuals: Kay Love, Sharon Fanning, Joseph Harper, Don Kesler, and Assistant City Manager Jim Russell as the City's ADA Coordinator.

The current board, comprised of members Kay Love, Ray Polk, Rocco Bonacci, Dana Young, and ADA Coordinator Michael Jones, works closely with other city staff in key departments such as Public Works and Parks and Recreation to facilitate and improve compliance with a broad range of accessibility issues. The board not only helped to create the Transition Plan but also monitors progress of the plan as well. By working closely with city staff, the board helps to set reasonable goals and priorities within the Transition Plan. The board's members also receive citizen complaints/concerns and offer advice and guidance on proper and practical resolutions within the requirements of the ADA. Working together with city staff, barriers to access are identified and addressed in order to ensure all citizens of Lawton are afforded the opportunity to fully experience all city programs, documentation, and facilities.

Summary

The City is addressing accessibility requirements identified in the Transition Plan according to a specified schedule with targeted funding goals. The scheduled funding goal for the fiscal year ending June 30th, 2021 was \$350,000. The costs associated with citywide accessibility improvements either funded or facilitated by the City of Lawton for that period were categorized and tracked by City of Lawton ADA Coordinator, Michael Jones, and totaled \$2,340,692.15.

For the fiscal year ending June 30th, 2021, the City of Lawton exceeded its annual funding target amount (\$350,000) by \$1,990,692.15 or 568%, and exceeded the city-funded portion of the target amount (\$175,000) by \$1,675,790.71 or 958%. A copy of the above-referenced report is attached.

ADA Improvements Expenditures

7/1/20 To 6/30/21

Date	Location	Project	Funding	Type of Work	Cost
FY 20-21	7510 NW Sun Blvd.	New Group Home	City Facilitated	General accessible accommodations	\$ 24,000.00
FY 20-21	6731 NW Cache Rd.	New Restaurant	City Facilitated	General accessible accommodations	\$ 16,500.00
FY 20-21	Ridgecrest Elementary School	Accessibility improvements	City Facilitated	General accessible accommodations	\$ 11,167.00
FY 20-21	Woodland Hills Elementary School	Accessibility improvements	City Facilitated	General accessible accommodations	\$ 3,000.00
FY 20-21	2708 NW Sheridan Rd.	Business change of use	City Facilitated	New wheelchair ramps at main entrance	\$ 1,400.00
FY 20-21	1707 NW Sheridan Rd.	Business change of use	City Facilitated	General accessible accommodations	\$ 2,500.00
FY 20-21	5702 West Gore Blvd.	New Eisenhower Middle School	City Facilitated	Sidewalks, wheelchair ramps, parking spaces, restrooms, general accessible accommodations	\$ 42,700.00
FY 20-21	5 SW D Avenue	ADA Improvements to existing business	City Facilitated	ADA wheelchair ramp	\$ 3,000.00
FY 20-21	3005 NE Angus Place	Pioneer Park School	City Facilitated	ADA wheelchair ramps/sidewalks	\$ 24,750.00
FY 20-21	2419 W. Gore Blvd.	Remodel of existing business	City Facilitated	General accessible accommodations	\$ 5,000.00
FY 20-21	5602 SW Lee Blvd.	Southwestern Medical Center remodel/addition	City Facilitated	Sidewalks, wheelchair ramps, parking spaces, restrooms, general accessible accommodations	\$ 64,366.00
FY 20-21	601 SW Park Avenue	Lincoln Elementary School	City Facilitated	ADA wheelchair ramps/sidewalks	\$ 15,000.00
FY 20-21	4001 NW Cache Rd.	New Oji Change Shop	City Facilitated	Sidewalks, wheelchair ramps, parking spaces, restrooms, general accessible accommodations	\$ 20,000.00
FY 20-21	4400 E. Gore Blvd.	MacArthur High School	City Facilitated	ADA wheelchair ramps/sidewalks	\$ 48,980.00
FY 20-21	2044 NW 82nd Street	Training Center build-out	City Facilitated	General accessible accommodations	\$ 6,000.00
FY 20-21	1911 NW Sheridan Rd.	Remodel of existing business	City Facilitated	General accessible accommodations	\$ 500.00
FY 20-21	5374 NW Cache Rd.	Surgery Center remodel/addition	City Facilitated	General accessible accommodations	\$ 76,000.00
FY 20-21	3909 NE Realtree Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.44
FY 20-21	3906 NE Realtree Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,592.42
FY 20-21	602 NW Newgate Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 5,947.17
FY 20-21	6824 SW Woodstock Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 5,318.28
FY 20-21	1110 SW St. James Place	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 3,080.61
FY 20-21	1002 NW Dearborn Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 5,967.00
FY 20-21	8006 NW Taylors Landing	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,894.51
FY 20-21	6821 NW Silver Creek Circle	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,229.88
FY 20-21	4114 NE Water Edge Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 5,661.00
FY 20-21	3715 NE Eastlake Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 2,222.54
FY 20-21	801 NW Thornbury Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,751.79
FY 20-21	6309 SW Oakmont Blvd.	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,836.00
FY 20-21	1117 NE Scissortail Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 5,293.80
FY 20-21	1121 NE Scissortail Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 979.20
FY 20-21	1106 SW St. James Place	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 3,060.00
FY 20-21	3883 SW 67th Street	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 660.96
FY 20-21	3705 NE Eastlake Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 2,446.00
FY 20-21	219 NW Mockingbird Rd.	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 440.64
FY 20-21	6818 SW Woodstock Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.20
FY 20-21	6816 SW Woodstock Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.20
FY 20-21	1102 NW St. James Place	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 8,940.08
FY 20-21	1101 NE Scissortail Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,493.52
FY 20-21	601 NW Newgate Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 5,581.20
FY 20-21	3908 NE Shandoah Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.44
FY 20-21	3910 NE Shandoah Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.20
FY 20-21	4005 SW Jefferson Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,415.68
FY 20-21	4009 SW Jefferson Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.20
FY 20-21	8010 NW Taylors Landing	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,320.94
FY 20-21	6812 SW Woodstock Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$ 1,591.20

FY 20-21	2405 NE Falcon Lane	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	2,080.80
FY 20-21	2425 NE Falcon Lane	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	2,019.60
FY 20-21	3822 NE Shenandoah Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	7,478.64
FY 20-21	7906 NW Taylor's Landing	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	2,080.80
FY 20-21	7208 SW Stratford Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	940.03
FY 20-21	7210 SW Stratford Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	2,001.28
FY 20-21	6510 SW Whispering Oak Terrace	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	1,958.40
FY 20-21	2417 NE Falcon Lane	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	2,019.60
FY 20-21	906 NE Oriole Drive	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	1,591.20
FY 20-21	2401 NE Falcon Lane	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	5,832.36
FY 20-21	7904 NW Taylor's Landing	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	2,336.86
FY 20-21	4002 SW Jefferson Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	5,347.84
FY 20-21	2502 SW 68th Street	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	6,958.44
FY 20-21	6601 SW Oakley Avenue	Single family residence improvements	City Facilitated	Sidewalks, curb ramps, driveways	\$	5,108.49
FY 20-21	100 SW Railroad Street	City of Lawton Public Safety Center	City Funded	Sidewalks, wheelchair ramps and parking spaces, general accessible accommodations	\$	176,700.00
FY 20-21	NW Ridgecrest Drive & Santa Fe Avenue	Ridgecrest Elementary School Sidewalk Project	City Funded	Sidewalks and wheelchair ramps	\$	53,881.00
FY 20-21	NW 78th Street	2017-07 Street Reconstruction Project	City Funded	Sidewalks, driveways and wheelchair ramps	\$	290,570.00
FY 20-21	SW 7th Street	2017-07 Street Reconstruction Project	City Funded	Sidewalks, driveways and wheelchair ramps	\$	109,380.00
FY 20-21	NW Carroll Drive	2017-07 Street Reconstruction Project	City Funded	Sidewalks, driveways and wheelchair ramps	\$	131,500.00
FY 20-21	NW 40th & NW 24th Street	2017-07 Street Reconstruction Project	City Funded	Sidewalks, driveways and wheelchair ramps	\$	149,320.00
FY 20-21	NW 47th Street, Bedford Drive & SW C Ave.	2017-07 Street Reconstruction Project	City Funded	Sidewalks, driveways and wheelchair ramps	\$	140,626.00
FY 20-21	1405 SW 11th Street	Owens Multi-purpose Center	City Funded	Accessible restroom improvements	\$	3,926.00
FY 20-21	110 SW 4th Street	Lawton Public Library	City Funded	General accessible accommodations and workspace equipment, parking space, wheelchair ramp, accessible door hardware	\$	6,534.85
FY 20-21	SW 52nd Street (Gore Blvd. - Lee Blvd.)	SW 52nd Street Reconstruction Project	City Funded	Sidewalks, wheelchair ramps, driveways, pedestrian crossings, crosswalk striping	\$	428,500.00
FY 20-21	Various locations	Street utility repairs	City Funded	Sidewalks, wheelchair curb ramps, driveways, gutters	\$	220,158.00
FY 20-21	Various locations	General street repairs	City Funded	Sidewalks, wheelchair curb ramps, median crossings	\$	120,614.86
FY 20-21	Various city parks and playgrounds	Playground multi, equipment	City Funded	Play area and accessibility improvements	\$	9,890.00
Total Repairs					\$	349,972.80
Total Parks					\$	9,890.00
Total Facilitated					\$	3,589,793.21
Total Projects					\$	1,490,937.85
Total Spent					\$	2,046,692.15



City of Lawton

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

Commentary

File #: 21-567

Agenda Date: 10/26/2021

Agenda No: 9.

ITEM TITLE:

Consider accepting the FINRA grant of \$5,000.00 from the FINRA Investor Education Foundation for the purpose of enhancing the personal finance collections of the Lawton Public Library.

INITIATOR: Kristin E. Herr, Library Director

STAFF INFORMATION SOURCE: Kristin E. Herr

BACKGROUND: FINRA is the Financial Industry Regulatory Authority, a corporation that regulates security firms. The FINRA Foundation has a grant program for public libraries serving communities afflicted by FEMA -declared major disasters (as was the case for Comanche County due to severe winter weather in February 2021). The library received notice that it was eligible for these funds.

EXHIBIT: n/a

KEY ISSUES: n/a

FUNDING SOURCE: Reimbursable FINRA Grant

STAFF RECOMMENDED COUNCIL ACTION: Accept the FINRA grant of \$5,000.00 from the FINRA Investor Education Foundation for the purpose of enhancing the personal finance collections of the Lawton Public Library.



City of Lawton

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

Commentary

File #: 21-546

Agenda Date: 10/26/2021

Agenda No: 10.

ITEM TITLE:

Consider accepting a Temporary Driveway Easement from Micor Commercial Rentals, L.L.C., an Oklahoma limited Liability Company, of Lawton, Comanche County, State of OK, for right of way needed for the W. Gore Blvd Reconstruction from SW 67th ST to SW 82nd ST, Project No. 2012-08, and authorizing the Mayor and City Clerk to execute the document(s).

INITIATOR: Director of Engineering, Joseph Painter

STAFF INFORMATION SOURCE: Director of Engineering, Joseph Painter

BACKGROUND: This tract is located at a strip, piece or parcel of land lying in Lot 1, of Block 1, of Woodland Hills Commercial Addition to the City of Lawton, Comanche County Oklahoma. This tract is one of several tracts needed for the W. Gore Blvd Reconstruction from SW 67th ST to SW 82nd ST, Project No. 2012-08. The tract consists of approximately 0.028 acres of new Temporary Driveway Easement. The owner has elected to donate the right-of-way to the City of Lawton for project West Gore Blvd from 82nd to 67th streets. Staff recommends that Council accept a Temporary Driveway Easement.

EXHIBIT: Document is on file in the City Clerk's office.

KEY ISSUES: NA

FUNDING SOURCE: 2015 CIP

STAFF RECOMMENDED COUNCIL ACTION: Accept a Temporary Driveway Easement from Micor Commercial Rentals, L.L.C., an Oklahoma limited Liability Company, of Lawton, Comanche County, State of OK, for right of way needed for the W. Gore Blvd Reconstruction from SW 67th ST to SW 82nd ST, Project No. 2012-08, and authorizing the Mayor and City Clerk to execute the document(s).

TEMPORARY DRIVEWAY EASEMENT
(Individual Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT **Micor Commercial Rentals, L.L.C., an Oklahoma Limited Liability Company**, of **Lawton, Comanche** County, State of **OK**, hereinafter referred to as "Grantor", in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, do hereby Grant unto

THE CITY OF LAWTON, A MUNICIPAL CORPORATION, of 212 SW 9th STREET, LAWTON, OKLAHOMA 73501, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee", its administrators, successors and assigns, a Temporary Easement in, over, under, across and along, and upon the following described real property and premises situated in Comanche County, State of Oklahoma, to-wit:

A strip, piece or parcel of land lying in Lot 1, of Block 1, of Woodland Hills Commercial Addition to the City of Lawton, according to the recorded plat thereof, in Comanche County, Oklahoma being further described as follows;

All of the South 15.50 feet of said Lot 1, of Block 1

Containing 0.028 acres, more or less.

The sole purpose of this easement is to grant to the City of Lawton the right to enter upon the above described tract of land for the purpose of constructing a driveway entrance to accommodate said premises to the construction or reconstruction of the roadway adjacent thereto: including the right to use and remove any and all dirt, rock gravel, sand and other road building materials from the above described tract of land.

It is the condition of this easement that it shall not be filed for record and that all rights of the City of Lawton in the above described easement shall terminate upon completion of the Gore Boulevard project adjacent to the described property by the Grantee.

Signed and delivered this 30 day of September, 2011.

Micor Commercial Rentals, LLC by:

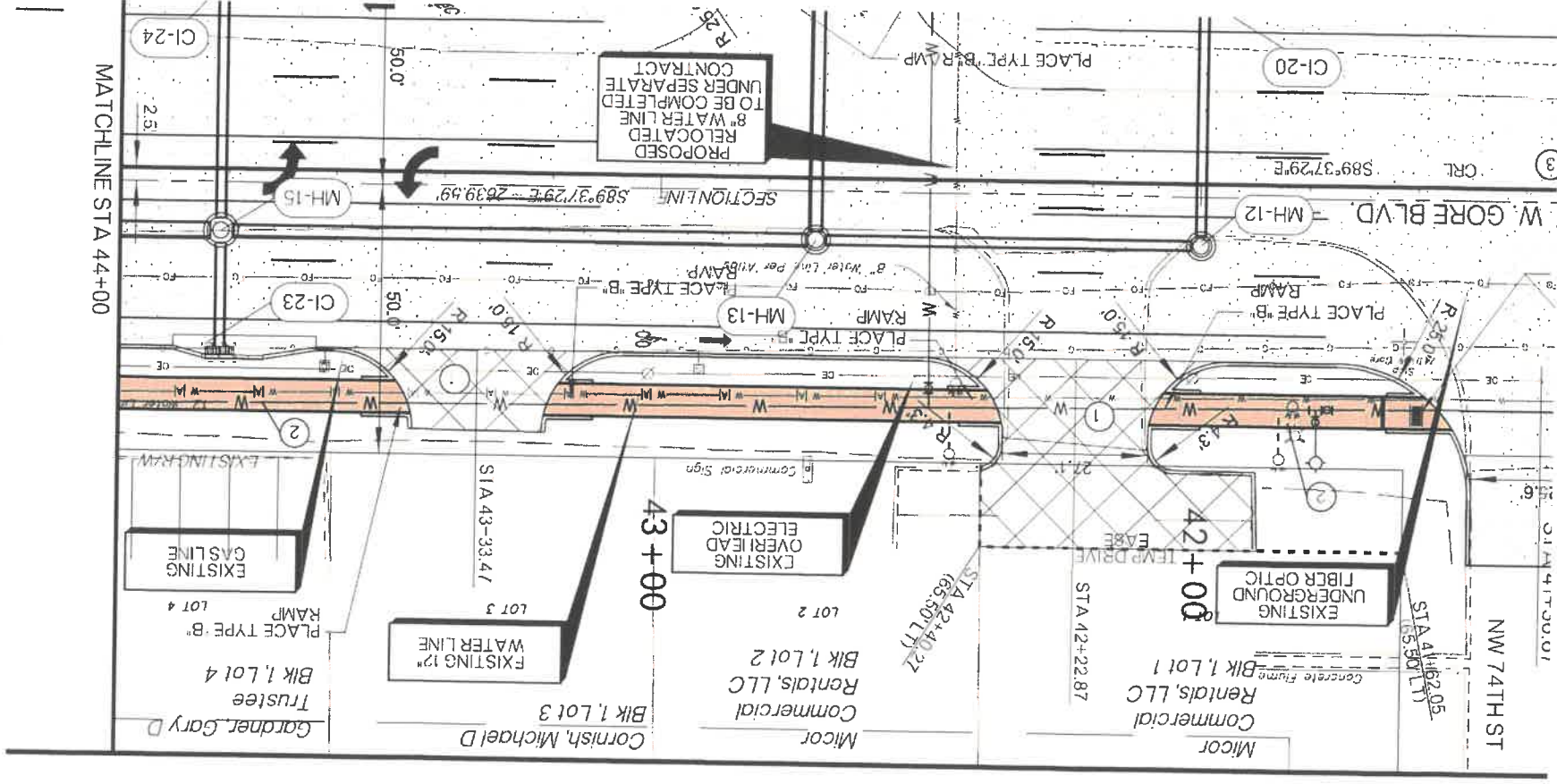


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LLC/CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF COMANCHE) SS

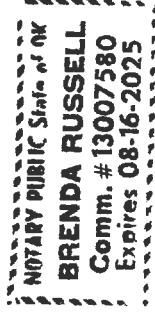
Before me, the undersigned, a Notary Public in and for said County and State on this 30TH day of SEPTEMBER, 2011, personally appeared MICHAEL D. CORNISH, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its PRESIDENT/OWNER and acknowledged to me that HE executed the same as HIS free and voluntary act and deed and the free and voluntary act of the for the uses and purposes therein set forth.



Given under my hand and seal the day and year last above written.


Notary Public

My commission expires: _____



My commission number: _____

=====

ACCEPTANCE

Accepted by the Lawton City Council for and on behalf of the City of Lawton,
Oklahoma, this _____ day of _____, 20____.

THE CITY OF LAWTON, OKLAHOMA
a municipal corporation

ATTEST:

Stan Booker, Mayor

Traci Hushbeck, City Clerk

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

John Ratliff, City Attorney



City of Lawton

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

Commentary

File #: 21-551

Agenda Date: 10/26/2021

Agenda No: 11.

ITEM TITLE:

Consider approving plans and specifications for the Gore Blvd. Waterline and Sewerline Reconstruction - 82nd ST to 67th ST- Project No. EN1208A and authorizing staff to advertise for bids.

INITIATOR: Director of Engineering, Joseph Painter, P.E.

STAFF INFORMATION SOURCE: Director of Engineering, Joseph Painter, P.E.

BACKGROUND: Gore Blvd. Waterline and Sewerline Reconstruction - 82nd ST to 67th ST- Project No. EN1208A includes the construction of approximately 5200-LF of 12-inch and 315-LF of 8-inch waterlines and approximately 900-ft of 12-inch and 8-inch sanitary sewer lines on W. Gore Blvd. from 82nd ST to 67th ST using a combination of open trench and directional drill construction techniques. The Engineer's Estimated Construction Cost for this project is \$1,638,723.90. The construction time for the project is estimated to be 180 calendar days.

EXHIBIT: Plans and specifications are on file in the Engineering Division Office

KEY ISSUES: None

FUNDING SOURCE: 2015 CIP

STAFF RECOMMENDED COUNCIL ACTION: Approve plans and specifications for the Gore Blvd. Waterline and Sewerline Reconstruction - 82nd ST to 67th ST- Project No. EN1208A and authorizing staff to advertise for bids.



City of Lawton

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

Commentary

File #: 21-555

Agenda Date: 10/26/2021

Agenda No: 12.

ITEM TITLE:

Consider acknowledging receipt of a permit from the Oklahoma Department of Environmental Quality for the construction of 6 linear feet of six (6) inch PVC pipe for fire line, 153 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Storage Depot Waterline Extension, Comanche County, Oklahoma.

INITIATOR:

Richard Rogalski, Deputy City Manager

STAFF INFORMATION SOURCE:

Kameron Good, Planner I

BACKGROUND:

On September 24, 2021 the City of Lawton was granted Permit No. WL000016210643 for the construction of 6 linear feet of six (6) inch PVC pipe for fire line, 153 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Storage Depot Waterline Extension, Comanche County, Oklahoma. The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 24, 2021. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made. A condition of the permit is that it must be noted in the minutes of the next regular meeting of the Lawton City Council.

EXHIBIT: Permit

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION:

Acknowledge receipt of Permit No. WL000016210643 from the Oklahoma Department of Environmental Quality.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

September 24, 2021

Mr. Stanley Booker, Mayor
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

Re: Permit No. WL000016210643
Storage Depot Waterline Extension
Facility No. 1011303

Dear Mr. Booker:

Enclosed is Permit No. WL000016210643 for the construction of 6 linear feet of six (6) inch PVC pipe for fire line, 153 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Storage Depot Waterline Extension, Comanche County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 24, 2021. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Lawton, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Wendy S. Sheets'. The signature is written in a cursive style with a large, looped 'S'.

Wendy S. Sheets, E.I.
Construction Permit Section
Water Quality Division

c: Vance Pennington, Regional Manager, DEQ
DUNCAN DEQ OFFICE
Gary W. Noland, P.E., Smith Roberts Baldischwiler



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000016210643

WATER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

September 24, 2021

Pursuant to O.S. 27A 2-6-304, the City of Lawton is hereby granted this Tier I Permit to construct 6 linear feet of six (6) inch PVC pipe for fire line, 153 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Storage Depot Waterline Extension, located in NE/4 of Section 22, T-2-N, R-12-W, Comanche County, Oklahoma, in accordance with the plans approved September 24, 2021.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000016210643

WATER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000016210643

WATER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section-WSS
Water Quality Division



City of Lawton

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

Commentary

File #: 21-556

Agenda Date: 10/26/2021

Agenda No: 13.

ITEM TITLE:

Consider acknowledging receipt of a permit from the Oklahoma Department of Environmental Quality for the construction of 1,275 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances for the Waterline Loop to serve Airport Industrial Park Part 2, Comanche County, Oklahoma.

INITIATOR:

Richard Rogalski Deputy City Manager

STAFF INFORMATION SOURCE:

Kameron Good, Planner I

BACKGROUND: :

On September 20, 2021 the City of Lawton was granted Permit No. WL000016210613 for the construction of 1,275 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances for the Waterline Loop to serve Airport Industrial Park Part 2, Comanche County, Oklahoma. The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 20, 2021. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made. Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Lawton, after which it should be made a matter of permanent record.

EXHIBIT:

Permit

KEY ISSUES:

N/A

FUNDING SOURCE:

N/A

STAFF RECOMMENDED COUNCIL ACTION:

Acknowledge receipt of Permit No. WL000016210613 from the Oklahoma Department of Environmental Quality



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

September 20, 2021

Mr. Stanley Booker, Mayor
City of Lawton
212 SW 9th Street
Lawton, Oklahoma 73501

Re: Permit No. WL000016210613
Waterline Loop to serve Airport Industrial Park Part 2
Facility No. 1011303

Dear Mr. Booker:

Enclosed is Permit No. WL000016210613 for the construction of 1,275 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Waterline Loop to serve Airport Industrial Park Part 2, Comanche County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on September 20, 2021. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Lawton, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Wendy S. Sheets'. The signature is written in a cursive style.

Wendy S. Sheets, E.I.
Construction Permit Section
Water Quality Division

c: Vance Pennington, Regional Manager, DEQ
DUNCAN DEQ OFFICE
Matt A. Moore, P.E., ClayMoore Engineering





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000016210613

WATER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

September 20, 2021

Pursuant to O.S. 27A 2-6-304, the City of Lawton is hereby granted this Tier I Permit to construct 1,275 linear feet of eight (8) inch PVC pipe for water line distribution and all appurtenances to serve the Waterline Loop to serve Airport Industrial Park Part 2, located in Se/4 of Section 13, T-1-N, R-12-W, Comanche County, Oklahoma, in accordance with the plans approved September 20, 2021.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000016210613

WATER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

PERMIT No. WL000016210613

WATER LINES

FACILITY No. 1011303

PERMIT TO CONSTRUCT

- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.
- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in black ink that reads 'Rocky Chen'. The signature is written in a cursive, slightly slanted style.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section-WSS
Water Quality Division





City of Lawton

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

Commentary

File #: 21-537

Agenda Date: 10/26/2021

Agenda No: 14.

ITEM TITLE:

Consider extending CL21-010 Mobile Sludge Reduction and Disposal with WBI Inc. of Kingwood, Texas for an additional year.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: David Hastings, Plants Superintendent

BACKGROUND: The requirements contract CL21-010 Mobile Sludge Reduction and Disposal is currently in effect. The vendor, WBI Inc. of Kingwood, Texas, has agreed to the contract extension at the same terms and prices as are currently in effect. The recommendation has been received from the Director of Public Utilities that the contract be extended for an additional year. WBI Inc. has fulfilled the terms and conditions of the current contract.

EXHIBIT: Department Recommendation, Contract Extension Form, Price Sheet

KEY ISSUES: Does the City of Lawton wish to extend CL21-010 Mobile Sludge Reduction and Disposal with WBI Inc. of Kingwood, Texas for an additional year?

FUNDING SOURCE: WWTP Repair/Maintenance Account (7006508-51020) and Sewer Construction Repair/Maintenance Account (7106501-51020). Yearly Estimated expenditures are \$125,000.00

STAFF RECOMMENDED COUNCIL ACTION: Extend CL21-010 Mobile Sludge Reduction and Disposal with WBI Inc. of Kingwood, Texas for an additional year.



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: Julie Magness, Budgeting and Accounting Supervisor
From: David Hastings, Plants Superintendent >H
Thru: Rusty Whisenhunt, Director of Public Utilities WRW
Subject: CL21-010 Sludge Reduction and Disposal
Date: September 30, 2021

It is recommended to extend the current Sludge Reduction and Disposal contract for another year to the current vendor, WBI Inc. Contract expenditures are expected to exceed \$75,000 per 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.

Bid Number: CL21-010

Bid Title: Sludge Reduction and Disposal

Vendor Name:

WBI INC.

Price Bid Sheet

(must be completed and returned with the bid)

ITEM #	DESCRIPTION	EST. QTY	UNIT	RATE	EXTENSION
1.	Mobilization/Demobilization	1	LS	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
2.	De-Watering of Sludge*	500	TON	\$ 38,500. ⁰⁰	\$ 38,500. ⁰⁰
TOTAL AMOUNT OF BID				\$ 41,000. ⁰⁰	41,000. ⁰⁰
Total Amount of Bid In Words			Dollars	Forty One thousand. ⁰⁰ / ₁₀₀	

*Haulage to Landfill site shall be included in bid for de-watered sludge

Please contact Beth Petrich for any questions in regards to the specifications at (580) 581-3405 or bpetrich@lawtonok.gov

Notes:

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

Bid provided by:

<u>WBI INC.</u>	<u>Thomas Whitaker</u>	<u>13 Oct. 2020</u>
Company Name	Representative	Date

<u>713-907-7200</u>	<u>281-713-8339</u>
Phone Number	Fax Number

CONTRACT EXTENSION FORM

CONTRACT TITLE: WWTP Sludge Reduction & Disposal
CONTRACT NUMBER: CL21-010

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 **November 30, 2022**, 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 7 day of OCT, 2021.

AFFIDAVIT:

STATE OF TX COUNTY OF Montgomery

I Holly Whitener (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: WBI, Inc. Holly Whitener

SIGNATURE OF AUTHORIZED AGENT

Address: 526 Kingwood Dr. Unit 27A Holly Whitener CFO

PRINT/TYPE NAME/TITLE

Kingwood, TX 77339
(City, State, Zip)

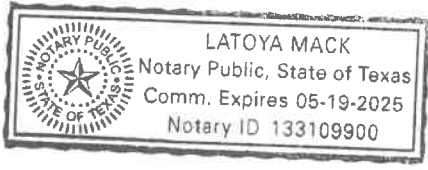
Subscribed & sworn before me this 7 day of Oct, 2021.

Phone: 713-907-7200

[Signature]
Notary Public

My Commission expires: 05/19/2025

City of Lawton, Oklahoma
A Municipal Corporation



Stanely 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 #: 21-548

Agenda Date: 10/26/2021

Agenda No: 15.

ITEM TITLE:

Consider awarding CL22-005 Sludge Lagoon Maintenance Requirements Contract to Hodges Farms and Dredging of Lebo, KS.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: David Hastings, Plants Superintendent

BACKGROUND: The City of Lawton solicited bids for CL22-005 Sludge Lagoon Maintenance Requirements Contract on BidSync. Two responsive bids were received and opened on September 28, 2021. In reviewing the bid documents, it was determined that Synagro’s bid price of \$2.17/cubic yard per mile transported will cost the City approximately \$250,000 more than Hodges Farms bid price of \$13.93/cubic yard flat rate (no mileage costs) as shown below. Therefore, it is the Department recommendation to award CL22-005 Sludge Lagoon Maintenance Requirements Contract to the lowest responsive and responsible bidder, Hodges Farms and

Dredging. The vendor meets all specifications and requirements.

Vendor	Bid Item	Cost per Cu Yd	Avg Mileage per trip	Cost to haul 5000 Cu Yds
Synagro	Sludge Removal	\$2.17 /mile	30	\$325,500
Hodges Farms and Dredging	Sludge Removal	\$13.93/trip	30	\$69,650

EXHIBIT: Department Recommendation.

KEY ISSUES: Does the City of Lawton wish to award CL22-005 Sludge Lagoon Maintenance to Hodges Farms and Dredging of Lebo, KS?

FUNDING SOURCE: Medicine Park Water Treatment Plant Repair and Maintenance Account 7006509-51020.

STAFF RECOMMENDED COUNCIL ACTION: Award CL22-005 Sludge Lagoon Maintenance Requirements Contract to Hodges Farms and Dredging of Lebo, KS in the estimated amount of \$240,000.00 per year.



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: Maegan Dowlen, Municipal Securities Disclosure Coordinator
From: David Hastings, Plants Superintendent
Through: Rusty Whisenhunt, Director of Public Utilities *WAV*
Subject: CL22-005 Sludge Lagoon Maintenance
Date: October 5, 2021

It is recommended to award the contract for Sludge Lagoon Maintenance to Hodges Farms and Dredging of Lebo, KS. In reviewing the bid documents, it was determined that Synagro's bid price of \$2.17/cubic yard per mile transported will actually cost the City approximately \$250,000 more than Hodges Farms flat rate bid price of \$13.93/cubic yard flat rate (no mileage costs) as shown below.

Vendor	Bid Item	Cost per Cu Yd	Avg Mileage per trip	Cost to haul 5000 Cu Yds
Synagro	Sludge Removal	\$2.17/mile	30	\$325,500
Hodges Farms and Dredging	Sludge Removal	\$13.93/trip	30	\$69,650

Therefore, Hodges Farms and Dredging is the lowest responsive and responsible bidder. The vendor meets all requirements. Contract expenditures are expected to be greater than \$75,000 per year.

Funds are available in the Medicine Park Water Treatment Plant Repair and Maintenance Account (7006509-51020).

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



City of Lawton

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

Commentary

File #: 21-568

Agenda Date: 10/26/2021

Agenda No: 16.

ITEM TITLE:

Consider awarding contract (CL22-009) Mowing & Litter Area 1 to Adult Teen Challenge of Oklahoma.

INITIATOR: Christine James, Parks and Recreation Director

STAFF INFORMATION SOURCE: Keith Neitzke, Parks and Grounds Superintendent

BACKGROUND: The current contract for Mowing & Litter Area 1 has expired. It is staff's recommendation to award contract (CL22-009) Mowing & Litter Area 1 to Adult Teen Challenge of Oklahoma. The contract price is listed on the attached Price Sheet.

EXHIBIT: Department Recommendation, Abstract

KEY ISSUES: Does the City of Lawton wish to award (CL22-009) Mowing & Litter Area 1 to Adult Teen Challenge of Oklahoma.

FUNDING SOURCE: General Fund

STAFF RECOMMENDED COUNCIL ACTION: Award (CL22-009) Mowing & Litter Area 1 to Adult Teen Challenge of Oklahoma.

Memorandum

To: Maegan Dowlen, Contract Administrator
Thru: Christine James, Interim Parks and Recreation Director
From: Keith Neitzke, Parks & Grounds Superintendent
Date: 10/7/2021
Subject: Mowing & Litter Contract Area 1
Contract Number: CL22-009

After careful review of bid documents it is staff's recommendation to award this contract, CL22-009 – Area 1 to **Adult & Teen Challenge of Oklahoma.**



City of Lawton

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

Commentary

File #: 21-479

Agenda Date: 10/26/2021

Agenda No: 17.

ITEM TITLE:

Consider awarding CL22-007 Zinc Orthophosphate Corrosion Inhibitor to Water Tech, Inc. of McAlester, OK.

INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: David Hastings, Plants Superintendent

BACKGROUND: The City of Lawton solicited bids for CL22-007 Zinc Orthophosphate Corrosion Inhibitor on BidSync. Four responsive bids were received and opened on September 28, 2021. After reviewing the bids, it is the department recommendation to award CL22-007 Zinc Orthophosphate Corrosion Inhibitor to Water Tech, Inc. of McAlester, OK., the lowest responsive and responsible bidder. The vendor meets all specifications and requirements.

EXHIBIT: Department Recommendation, Abstract of Bids, Price Sheets

KEY ISSUES: Does the City of Lawton wish to award contract CL22-007 Zinc Orthophosphate Corrosion Inhibitor to Water Tech, Inc. of McAlester, OK?

FUNDING SOURCE: Southeast Water Treatment Plant Chemical Account (7006510-51015)

STAFF RECOMMENDED COUNCIL ACTION: Award contract CL22-007 Zinc Orthophosphate Corrosion Inhibitor to Water Tech, Inc. of McAlester, OK in the estimated amount of \$40,000 per year.



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: Julie Magness, Budgeting & Accounting Supervisor
From: David Hastings, Plants Superintendent *dit*
Thru: Rusty Whisenhunt, Director of Public Utilities *w r w*
Subject: CL22-007 Zinc Orthophosphate Corrosion Inhibitor
Date: September 30, 2021

It is recommended to award contract CL22-007 Zinc Orthophosphate Corrosion Inhibitor to the low bidder, Water Tech, Inc. of McAlester, OK. The vendor meets all requirements and specifications.

Funds are available in the Southeast Water Treatment Plant Chemical Account (7006510-51015).

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:

ABSTRACT OF BIDS

Signature: Margaret Douber

IFB/RFP Number CL22-007				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 Zinc Orthophosphate Corrosion Inhibitor				Date Opened: 9/28/2021		Water Tech, Inc 4103 HWY 31 W McAlister, OK 74502 918-423-4345 Fax: 800-256-3345 Darrell Rose		Carus LLC 315 5 th Street Peru, IL 61354 800-435-6856 Fax: 815-224-6697 Samantha Pumo		Shannon Chemical Corporation PO Box 376 Malvern, PA 19355 610-363-9090 Fax: 610-524-6050 Daniel Flynn		Thornton, Musso & Bellemin, Inc PO Box 181 Zachary, LA 70791 800-762-9104 Fax: 225-654-9533 Edward R. Ducote II	
Number of ADDENDA Issued None				Buyer Marcie Segó		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: CERTIFICATE OF INSURANCE ENCLOSED:				YES YES NO		YES YES NO		YES YES YES		YES YES NO			
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	Zinc Orthophosphate Corrosion Inhibitor	3500 Gal Per Load	Gal	\$7.93		\$15.488		\$8.87		\$1.29/# \$17.16/gal			

Bid Number :CL22-007

Bid Title: Zinc Orthophosphate/Corrosion Inhibitor

Vendor Name: Water Tech, Inc.
(PLEASE COMPLETE ABOVE INFORMATION)

Price Bid

(MUST BE COMPLETED AND RETURNED WITH BID)

Item	Description	Qty	Unit	Unit Price
1	Zinc Orthophosphate Corrosion Inhibitor	3500 Gal Per load	Gal	\$ 7.93 <i>mu</i>

Any questions please contact: David Hastings;
David.hastings@lawtonok.gov (580) 581-3405.

Notes:

1. As per accompanying specifications.
2. This is a requirements contract.
3. There are insurance and bond requirements for this contract.
4. Please submit two copies of any additional documents such as descriptive literature.
5. WARRANTY:
 - a) The vendor must provide detailed information on all warranties provided with the purchase of items covered by this contract.
 - b) The vendor must also provide details, including prices, on any available extended or optional warranties.
 - c) The information provided on warranties will be considered during the bid evaluation. Available warranties are factors for bid award.



City of Lawton

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

Commentary

File #: 21-572

Agenda Date: 10/26/2021

Agenda No: 18.

ITEM TITLE:

Consider approving appointments to boards and commissions

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: N/A

BACKGROUND: It is recommended that the persons nominated as shown be approved for appointments to the following boards and commissions.

EXHIBIT: Proposed appointments

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the appointments to boards and commissions.



Office of the Mayor

212 SW 9th Street
Lawton, Oklahoma 73501
(580) 581-3301 Fax (580) 581-3536

October 19, 2021

CIP

Dwight Tanner- Ward 5
PO Box 2851
Lawton, OK 73502
Term Expires 9/10/2024

Redistricting Commission

Vince Cameron- Ward 5
701 NW Columbia Avenue
Lawton, OK 73507
UT 07/01/2022

Lawton Enhancement Trust Authority (LETA)

Dwight Tanner- Ward 5
PO Box 2851
Lawton, OK 73502
U/T 01/26/2024

Airport Authority

Christi Chambers
1307 NW Elm Avenue
Lawton, OK 73507
Term Expires 12/31/2024

Steve Coleman
612 SW D Avenue
Lawton, OK 73501
Term Expires 12/31/2024

Councilman Allan Hampton
1202 NW Bell Avenue
Lawton, OK 73507
Term Expires 12/31/2024

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



City of Lawton

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

Commentary

File #: 21-591

Agenda Date: 10/26/2021

Agenda No: 19.

ITEM TITLE:

Receive bids for the sale of the City's \$3,420,000 General Obligation Bonds, Series 2021, and award the sale of the \$3,420,000 General Obligation Bonds, Series 2021, to the lowest bidder.

INITIATOR: City Council

STAFF INFORMATION SOURCE: Michael Cleghorn - City Manager; John Ratliff - City Attorney

BACKGROUND: On February 14, 2017, Lawton voters approved a Street Improvements Capital Improvement Program in the amount of \$55,300,000 to be funded by ad valorem taxes. The ordinance approved by voters authorized the issuance of general obligation bonds over a period of 13 years to finance the street improvements repayable by such taxes. City of Lawton qualified electors approved a Street Improvements Capital Improvement Program in the amount of \$55,300,000 to be funded by ad valorem taxes. The ordinance approved by voters authorized the issuance of general obligation bonds to finance the street improvements repayable by such taxes.

On September 28, 2021, the City Council by Resolution fixed the amount of the Street Improvement General Obligation Bonds, Series 2021, to mature each year, fixed the time and the place the General Obligation Bonds, Series 2021, are to be sold; designated a paying agent/registrar; approved the preliminary official statement and distribution thereof; ratified and confirmed a continuing disclosure agreement; authorized the City of Lawton City Clerk to give notice of said sale as required by law and fixed other details of the issue. General Obligation Bonds in Oklahoma must be sold through a public or competitive sale process. Upon approval of the Resolution by the City Council, documents were prepared by the City's financing team to sell the bonds in accordance with Oklahoma Constitutional and Statutory requirements, including the publication of a Notice of Sale of Bonds in the local newspaper. In addition, the Preliminary Official Statement and Instructions to Bidders were distributed to interested bidders which included local banks and other banks in Oklahoma and surrounding States and Broker-Dealers.

A rating call was held with Standard & Poor's which has previously rated the City's GO debt. Lawton had a AA-rating from S&P prior to call and the rating remained the same. A national rating provides the greatest opportunity for the City to receive competitive rates from various firms bidding the issue.

Bids for the General Obligation Bonds, Series 2021, will be accepted until 11:00 a.m. on Tuesday October 26, 2021. The bids will be compiled by the financing team and presented to the City Council at its regular meeting on the above date. The bidder offering the lowest interest rate and complying with the Instructions to Bidders will be recommended for acceptance by the City of Lawton City Council.

EXHIBIT: Bid Tabulation Sheet to be distributed at Council Meeting

KEY ISSUES: Does the City Council wish to accept bids on the \$3,420,000 General Obligation bonds, Series 2021, and award to the lowest bidder complying with the terms and conditions of the bid process?

FUNDING SOURCE: 2017 Ad Valorem Taxes Street Improvements Capital Improvement Program

STAFF RECOMMENDED COUNCIL ACTION: Take action with respect to the sale of the City's \$3,420,000 General Obligation Bonds.



City of Lawton

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

Commentary

File #: 21-589

Agenda Date: 10/26/2021

Agenda No: 20.

ITEM TITLE:

Consideration and approval of an Ordinance providing for the issuance of General Obligation Bonds, Series 2021, in the sum of \$3,420,000 by the City of Lawton, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of the General Obligation Bonds, Series 2021; providing for registration thereof; approving the Official Statement pertaining to the General Obligation Bonds, Series 2021; providing for the levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency.

INITIATOR: City Council

STAFF INFORMATION SOURCE: Michael Cleghorn - City Manager; John Ratliff - City Attorney

BACKGROUND: On February 14, 2017, City of Lawton qualified electors approved a Street Improvements Capital Improvement Program in the amount of \$55,300,000 to be funded by ad valorem taxes. The ordinance approved by voters authorized the issuance of general obligation bonds to finance the street improvements repayable by such taxes.

On September 28, 2021, the City Council of the City of Lawton adopted a resolution fixing the amount of the General Obligation Bonds, Series 2021, to mature each year; fixing the time and the place the General Obligation Bonds, Series 2021, are to be sold; designating a paying agent/registrar; approving the preliminary official statement and distribution thereof; ratifying and confirming a continuing disclosure agreement; authorizing the City Clerk of the City of Lawton to give notice of said sale as required by law and fixing other details of the issue. The proposed Ordinance authorizes the selling of General Obligation Bonds, Series 2021, to finance \$3,420,000 in street improvement projects with an issue date of December 15, 2021.

In the previous agenda item at this meeting, the City Council will consider bids for the sale of the \$3,420,000 in General Obligation Bonds, Series 2021, for a Street Improvements Capital Improvement Program and award the General Obligation Bonds, Series 2021, to the lowest bidder complying with the terms and conditions of the bid. This agenda item authorizes the issuance of the General Obligation Bonds, Series 2021, and contains language promulgated by the Oklahoma Attorney General with respect to General Obligation Bonds.

The Ordinance authorizes the issuance of the General Obligation Bonds, Series 2021; provides for an annual ad valorem tax levy to repay the General Obligation Bonds, Series 2021; provides for the registration of the General Obligation Bonds, Series 2021; approves the Official Statement prepared to offer the General Obligation Bonds, Series 2021, and other pertinent provisions of the bond issuance process.

EXHIBIT: Ordinance No. 2021 - ___

KEY ISSUES: Does the City Council wish to authorize the issuance of the General Obligation Bonds, Series 2021, for the purpose indicated?

FUNDING SOURCE: 2017 Ad Valorem Taxes Street Improvements Capital Improvement Program

STAFF RECOMMENDED COUNCIL ACTION: Approve the Ordinance authorizing the issuance of the City of Lawton's \$3,420,000 General Obligation Bonds, Series 2021, for the contemplated street improvement projects as approved by local voters and approve an Emergency Clause.

The Ordinance contains an Emergency Clause that will require a separate vote of the Council. The Emergency Clause allows the General Obligation Bonds, Series 2021, to be sold to the low bidder and reoffered to investors without any time delay.

EMERGENCY ORDINANCE NO. 21- AUTHORIZING ISSUANCE OF BONDS

THE CITY COUNCIL OF THE CITY OF LAWTON, OKLAHOMA, MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS AT THE CITY HALL IN SAID CITY ON OCTOBER 26, 2021, AT 2:00 P.M.

COUNCILMEMBERS PRESENT:

ABSENT:

Notice of regular meetings of the City Council of the City of Lawton, Oklahoma for calendar year 2021 having been given in writing to the City Clerk of the City of Lawton, Oklahoma and public notice of this meeting, setting forth the date, time, place and agenda was posted at the entry to City Hall, 212 S.W. 9th, Lawton, Oklahoma, in prominent view twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays, and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

Thereupon the proposed City Ordinance set forth herein below, a written copy of which has been provided to each Councilmember, was introduced by the Mayor and read by heading. Thereupon Councilman _____ moved that said Sections 1 through 10 of the proposed Ordinance be adopted, which motion was seconded by Councilman _____, whereupon the roll was called on the question of the adoption of Sections 1 through 10 of the Ordinance, resulting in the adoption thereof by the following vote:

AYE:

NAY:

Thereupon Section 11 of the Ordinance setting forth the emergency nature of said Ordinance was read and Councilman _____ moved that Section 11 be adopted and an emergency be declared, which matter was seconded by Councilman _____, whereupon the roll was called on the question of the adoption of Section 11 and declaring an emergency to exist, resulting in the adoption thereof by the following vote:

AYE:

NAY:

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

EMERGENCY ORDINANCE NO. 21-__

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE SUM OF THREE MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$3,420,000) DOLLARS BY THE CITY OF LAWTON, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR

REGISTRATION THEREOF; APPROVING THE OFFICIAL STATEMENT PERTAINING TO THE BONDS; PROVIDING FOR THE LEVY OF AN ANNUAL TAX FOR PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; FIXING OTHER DETAILS OF THE ISSUE; AND DECLARING AN EMERGENCY.

WHEREAS, on the 14th day of February, 2017, pursuant to notice given, an election was held in the City of Lawton, Oklahoma (the “City”), for the purpose of submitting to the registered qualified voters the question of the issuance of general obligation bonds of said City, which election included the following proposition: improving streets/roadways acquired by the City through grant, dedication, or otherwise for use by the City’s inhabitants and travelling public, and City-owned utilities under and adjacent to such streets/roadways found to be in need of repair/replacement, pursuant to Article 10, Section 27 of the Constitution of the State of Oklahoma; and

WHEREAS, as shown by the canvass of the returns by the Comanche County Election Board at said 2017 election, there were cast by the registered, qualified voters of said City 2,038 votes, of which 1,129 were in favor of and 909 were cast against the issuance of said principal amount of bonds for such purpose; and

WHEREAS, a lawful majority of the registered, qualified voters voting on the proposition cast their ballots in favor of the issuance of said bonds, the issuance thereof has been duly authorized, and

WHEREAS, the Council of the City of Lawton, Oklahoma has determined there is needed at this time to issue an aggregate principal amount of \$3,420,000 of street, road, and intersection improvement bonds, as a single issue of general obligation bonds as authorized by Title 62, Oklahoma Statutes 2011, Sections 353 and 354, as amended.

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

Section 1. That there are hereby authorized to be issued the bonds of the said City in accordance with the form as hereinafter set out, in the aggregate amount of Three Million Four Hundred Twenty Thousand Dollars (\$3,420,000) and shall be called “General Obligation Bonds, Series 2021”, shall be dated December 1, 2021, and shall become due and payable and bear interest from their date until paid as follows:

- \$380,000 maturing on December 1, 2023 at _____% percent
- \$380,000 maturing on December 1, 2024 at _____% percent
- \$380,000 maturing on December 1, 2025 at _____% percent
- \$380,000 maturing on December 1, 2026 at _____% percent
- \$380,000 maturing on December 1, 2027 at _____% percent
- \$380,000 maturing on December 1, 2028 at _____% percent
- \$380,000 maturing on December 1, 2029 at _____% percent
- \$380,000 maturing on December 1, 2030 at _____% percent
- \$380,000 maturing on December 1, 2031 at _____% percent

interest payable semi-annually on the 1st days of June and December of each year, commencing June 1, 2023. The bonds are issuable as registered Bonds, initially in Book-Entry Only form, in denominations of \$5,000 or any whole multiple thereof.

Section 2. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF OKLAHOMA
CITY OF LAWTON, OKLAHOMA
GENERAL OBLIGATION BONDS, SERIES 2021

No. R-1 \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated</u>	<u>Cusip</u>
_____ %	December 1, _____	December 1, 2021	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PEOPLE BY THESE PRESENTS: That the City of Lawton, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named above or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified above, from the date hereof until paid, payable semi-annually on the 1st day of June and December, respectively, in each year, beginning June 1, 2023.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT, AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor except as to date of maturity, rate of interest, denomination, aggregating the principal sum of Three Million Four Hundred Twenty Thousand Dollars (\$3,420,000.00) and is issued for the purpose of improving streets/roadways acquired by the City of Lawton through grant, dedication, or otherwise for use by the City of Lawton's inhabitants and travelling public, and City-owned utilities under and adjacent to such streets/roadways found to be in need of repair/replacement, to be owned exclusively by said City and issued pursuant to Section 27, Article 10 of the Constitution and statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

The Bonds are not subject to redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15th) day

preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, said City has caused this Bond to be executed by facsimile signature of its Mayor, attested by facsimile signature of its Clerk, and its seal to be imprinted hereon, all as of December 1, 2021.

(SEAL)

Mayor

ATTEST:

City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the bonds of the issue described in the Transcript of Proceedings prepared for this bond issue, and is one of the General Obligation Bonds, Series 2021, of the City of Lawton, Oklahoma.

Date of Registration
and Authentication

BOKF, NA
Oklahoma City, Oklahoma

By: _____
Authorized Officer

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

We, the undersigned, District Attorney and County Clerk, respectively, of said County in said State, in which the within named City is situated, hereby certify that the within Bond is one of a series of Bonds issued by the within named City pursuant to law, and that the entire issue of said Bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective official hands and the seal of said County this ____ day of _____, 2021.

District Attorney
Judicial District Number 5

County Clerk
Comanche County

TRANSFER

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer such Bond on the books kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: _____
Signature guaranteed by: _____

In the presence of:

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

I, the undersigned, the duly qualified and acting Finance Director of the within named City in said County and State, hereby certify that I have duly registered the within Bond in my office on this _____ day of _____, 2021.

WITNESS my hand the date above written.

Finance Director

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT

_____, 2021

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms and, under the provisions of Title 62, Oklahoma Statutes 2011, Sections 11, 13, and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said Bond appearing in the caption hereto.

Attorney General, Ex-Officio
Bond Commissioner of the State
of Oklahoma

Section 3. That each of said Bonds shall be executed by facsimile signature of the Mayor and have the corporate seal of said City imprinted thereon, and be attested by facsimile signature of the Clerk of said City; that said officers be and hereby are authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City; have the same registered by the Finance Director of said City, endorsed by the District Attorney and County Clerk and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issuance for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser(s) upon payment of the purchase price thereof, which shall not be less than par and accrued interest.

The proceeds derived from the sale of said Bonds shall be placed in a separate special project fund titled 2021 Street/Roadway Account and used as set forth in the election proceedings relating to the Street/Roadway Improvement Projects proposition in addition to paying costs of issuance required to be paid from such amount. The Account shall be used solely for the stated purpose of such Account.

Section 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

Section 5. The Registrar/Paying Agent for all Bonds issued pursuant to this Ordinance shall be BOKF, NA, Oklahoma City, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appear on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be cancelled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$5,000 or any whole multiple thereof. The Registrar shall not be required to make such transfer after the fifteenth (15) day preceding any interest payment date until after said latter date.

Section 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2011, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and City Clerk (or in their absence or incapacity, the Mayor pro tem and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

Section 7. That beginning in the year 2021, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking fund to be designated "GENERAL OBLIGATION BONDS, SERIES 2021 SINKING FUND." Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied extended and collected; that all funds derived from said tax shall be placed in said sinking fund together with any earnings collected from the investment thereof, shall be and is hereby irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

Section 8. The Bonds shall not be subject to redemption prior to maturity.

Section 9. The Continuing Disclosure Agreement is hereby approved.

Section 10. The Official Statement dated October 26, 2021, pertaining to the Bonds issued pursuant to this Ordinance is hereby approved and the Official Statement as of its date, is true and correct and does not, as of its date, contain any untrue or misleading statements of a material fact or omit to state any material fact which should be included therein because of the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein not misleading in light of the circumstances under which they were made. The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

Section 11. That by reason of said City being without adequate streets/roadways it is deemed and hereby declared necessary for the immediate preservation of the peace, welfare, health and safety that said bonds be issued without delay, and to that end this Ordinance shall become operative immediately; wherefore an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this October 26, 2021.

(SEAL)

Mayor

ATTEST:

City Clerk

APPROVED as to form and legality this October 26, 2021.

John Ratliff, City Attorney

STATE OF OKLAHOMA)
) SS
COUNTY OF COMANCHE)

I, the undersigned, the duly qualified and acting Clerk of the City of Lawton, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of bonds for the purposes therein set out adopted by the governing body of said City and transcript of proceedings of said governing body had at a regular meeting thereof, held on the date therein set out, insofar as the same relates to the introduction, reading and adoption thereof, as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the notice of regular meetings for calendar year 2021 filed with the City Clerk of the City of Lawton, Oklahoma and public notice of this meeting, setting forth the date, time, place and agenda was posted at the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week at _____ o'clock _____.m., on October ____, 2021, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays.

WITNESS my hand and seal this October 26, 2021.

(SEAL)

City Clerk



City of Lawton

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

Commentary

File #: 21-550

Agenda Date: 10/26/2021

Agenda No: 21.

ITEM TITLE: Consider acceptance of the HOME Investment Partnerships - American Rescue Plan Grant (HOME-ARP) and authorize the Mayor to sign the approved Home-ARP Grant Agreement.

INITIATOR: Richard Rogalski, Deputy City Manager

STAFF INFORMATION SOURCE: Gary Brooks, Housing and Community Development Administrator

BACKGROUND: The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homeless and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 13, 2021, the Department published a notice, titled: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (the Notice), which communities are encouraged to review to assist in developing their program. Enclosed is the Grant Agreement for the HOME Investment Partnerships - America Rescue Plan (HOME-ARP) program: In accordance with the Notice, and the HOME ARP Grant Agreement, a Participating Jurisdiction (PJ), as of the Federal Award Date, may use up to five percent of its total award for administrative and planning costs. Once your HOME-ARP Allocation Plan is approved by HUD, the remaining award will be made available. Transmittal of this Grant Agreement does not constitute approval of the activities described in your HOME-ARP Allocation Plan. As projects are developed in the HOME-ARP Allocation Plan, they will need to be brought before Council for approval and then approved by HUD. This is different than other grants, in that approval of the grant comes before allocation plan project approval.

EXHIBIT: City of Lawton HOME ARP Grant Transmittal Letter, City of Lawton HOME ARP Grant Agreement 9-23-2021.

KEY ISSUES: This action is necessary to secure this funding and develop the HOME-ARP Allocation Plan

FUNDING SOURCE: HOME Investment Partnerships - American Rescue Plan (HOME-ARP) \$1,327,045.00

STAFF RECOMMENDED COUNCIL ACTION: Accept the HOME-ARP Grant 2021 and authorize the Mayor and City Clerk to execute two (2) copies of the HOME-ARP Grant Agreement with electronic signatures.

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address City of Lawton 1307 SW Washington Avenue Lawton, OK 73501-0000	2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP400201		
	3a. Tax Identification Number 736005287		
	3b. Unique Entity Identifier (formerly DUNS) 074272865		
	4. Appropriation Number 861/50205		
	5. Budget Period Start and End Date FY 2021 – 09/30/2030		
6. Previous Obligation (Enter "0" for initial FY allocation)			
a. Formula Funds	\$		
7. Current Transaction (+ or -)			
a. Administrative and Planning Funds Available on Federal Award Date	\$66,352.25		
b. Balance of Administrative and Planning Funds	\$132,704.50		
c. Balance of Formula Funds	\$1,127,988.25		
8. Revised Obligation			
a. Formula Funds	\$		
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached			
10. Federal Award Date (HUD Official's Signature Date) 09/20/2021			
11. Indirect Cost Rate*			
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.
—	—%		
—	—%		
—	—%		

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Earl M. Cook, CPD Director	14. Signature x	15. Date 09 /23/2021
16. For the Grantee (Name and Title of Authorized Official) Stan Booker, Mayor, City of Lawton	17. Signature x	18. Date / /

19. Check one: Initial Agreement Amendment #

20. Funding Information: *HOME ARP*

<u>Source of Funds</u>	<u>Appropriation Code</u>	<u>PAS Code</u>	<u>Amount</u>
2021	861/50205	HMX	\$1,327,045.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Oklahoma City Field Office, Region VI
 Office of Community Planning and Development
 301 NW 6th Street, Suite 200
 Oklahoma City, OK 73102-2807
 Phone (405) 609-8509 Fax (405) 609-8982

September 23, 2021

Gary Brooks, Interim Housing & CD Administrator
 City of Lawton
 1307 SW Washington Avenue
 Lawton, OK 73501-0000

Dear Mr. Brooks:

The American Rescue Plan Act of 2021 appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homeless and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program allocations in Fiscal Year 2021. On September 13, 2021, the Department published a notice, titled: *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* (the Notice), which you are encouraged to review to assist in developing your program. Enclosed is the Grant Agreement for the HOME Investment Partnerships – America Rescue Plan (HOME-ARP) program:

In accordance with the Notice, and the HOME ARP Grant Agreement, a Participating Jurisdiction (PJ), as of the Federal Award Date, may use up to five percent of its total award for administrative and planning costs. Once your HOME-ARP Allocation Plan is approved by HUD, the remaining award will be made available.

HOME Investment Partnerships - American Rescue Plan (HOME-ARP)	<u>\$1,327,045.00</u>
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Transmittal of this Grant Agreement does not constitute approval of the activities described in your HOME-ARP Allocation Plan. You are reminded that you, as the PJ, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and the City of Lawton.

To establish a Line of Credit for the HOME-ARP award, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the HOME-ARP Grant Agreement with electronic signatures. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement with your electronic signature. Return one (1) of the agreements to this office to the attention of CPD General Correspondence Mailbox at cpd_generalcorr-okc@hud.gov. Maintain a copy of the agreement with your original signature on site in your program files.

HUD congratulates the City of Lawton on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Steven Hoover, Community Planning and Development Representative at 405-609-8449 or steven.n.hoover@hud.gov.

Sincerely,



Earl Cook, Director,
Office of Community Planning and Development

Enclosures

External HUD Distribution:

Internal HUD Distribution:

6ID Reading File

6ID Official File Copy ()

6ID

6ID

Originator:

Correspondence	Originator	Concurrence	Concurrence	Concurrence
Code	6ID	6ID	6ID	
Name	Steven Hoover			
Initials	sh			
Date	09/22/2021			

Official Record Copy

U.S. Department of Housing and Urban Development

form HUD-713.1 (02/03)

Previous edition is obsolete.



City of Lawton

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

Commentary

File #: 21-575

Agenda Date: 10/26/2021

Agenda No: 22.

ITEM TITLE:

Consider adopting a resolution that declares Aloha Trailer Park located at SW 20th and D Avenue a public nuisance pursuant to Lawton City Code 15-2-201. Also consider directing the City Attorney to bring a nuisance abatement suit against Ms. Jo Ann Porter, the proprietor and owner of Aloha Trailer Park in Comanche County District Court pursuant to 50 Okla.St. Ann. § 17.

INITIATOR: Michael Cleghorn, City Manager and John Ratliff, City Attorney

STAFF INFORMATION SOURCE: Corey Bowen, Neighborhood Services Supervisor, Charlotte Brown, Code Plans Supervisor and Mr. Gregory Gibson, Assistant City Attorney

BACKGROUND: Ms. Jo Ann Porter has received several (20) citations over the last several months for litter refuse and trash build-up on her property. Despite repeated warnings from code enforcement officers and the aforementioned citations, Ms. Porter has neglected to abate the trash and litter to an acceptable standard. Neighborhood Services has been forced to abate the trash at Aloha Trailer Park on three separate occasions and attached liens against the property for failure to pay fees now exceeding \$3,000. Additionally, Ms. Porter allows a vagrant to squat on the property. He lives in a dwelling located within the trailer park that is covered by a series of tarps. Moreover, the vagrant has aggressively confronted code enforcement officers when they have issued citations in the past. The blighted conditions at Aloha Trailer Park affects the entire surrounding neighborhood by annoying its residents by endangering their comfort, repose, health, and safety. The neighbors frequently complain about the condition of the trailer park. Ms. Porter has been operating Aloha Trailer Park without a valid permit for nearly three years.

EXHIBIT: Resolution 21-__, Notices and Photos

KEY ISSUES: Penalties, fees, abatement, squatters and unlawful operation

FUNDING SOURCE: General Fund

STAFF RECOMMENDED COUNCIL ACTION: Pass the resolution and authorize the City Attorney to initiate a Title 50 Nuisance Abatement Action in District Court against Ms. Jo Ann Porter.

RESOLUTION NO. 21-_____

A RESOLUTION DECLARING ALOHA TRAILER PARK LOCATED AT SW 20TH AND D. AVENUE, LAWTON, OKLAHOMA, A PUBLIC NUISANCE PURSUANT TO LAWTON CITY CODE CHAPTER 15 AND AUTHORIZING AND DIRECTING THE CITY ATTORNEY TO FILE A NUISANCE ABATEMENT SUIT IN COMANCHE COUNTY DISTRICT COURT AGAINST MS. JO ANN PORTER, THE PROPRIETOR AND OWNER OF ALOHA TRAILER PARK PURSUANT TO TITLE 50 OKLA.ST.ANN § 17.

WHEREAS, Ms. Jo Ann Porter, the proprietor and owner of Aloha Trailer Park, located at SW 20th and D. Avenue, Lawton, Oklahoma, has received repeated warnings from City of Lawton code enforcement officers and has also received approximately twenty (20) citations for litter refuse and trash build-up at this property over the last several months; and,

WHEREAS, despite said warnings and citations, Ms. Porter has failed and neglected to abate the trash and litter at Aloha Trailer Park to an acceptable standard, causing the City of Lawton Neighborhood Services Division to abate the trash and litter at Aloha Trailer Park on three (3) separate occasions and to subsequently attach liens against the property for failure to pay associated fees in an amount now exceeding one-thousand dollars and no/100 (\$1,000.00); and,

WHEREAS, Ms. Porter has allowed a vagrant to become a squatter on said property, living in a dwelling located within the trailer park that is covered by a series of tarps and said vagrant has aggressively confronted code enforcement officers issuing citations at the property in the past; and,

WHEREAS, the blighted conditions at Aloha Trailer Park affect the entire surrounding neighborhood by annoying its residents and by endangering their comfort, repose, health and safety, and have caused the neighbors to frequently complain about the condition of the trailer park; and,

WHEREAS, Ms. Porter has operated the Aloha Trailer Park without a valid permit for nearly three (3) years; and,

WHEREAS, the Council, having heard and reviewed evidence as described above, has deemed it impractical to summarily abate the nuisance created by Ms. Porter in her operation and ownership of the Aloha Trailer Park;

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

The Aloha Trailer Park, located at SW 20th and D. Avenue, Lawton, Oklahoma, owned and operated by Ms. Jo Ann Porter, is hereby declared a public nuisance pursuant to Lawton City Code Chapter 15; the Council has deemed it impractical to summarily abate said nuisance; and the Council hereby authorizes and directs the City Attorney to bring a nuisance abatement suit in the district court of Comanche County, Oklahoma pursuant to Title 50 Okla.St. Ann. § 17.

ADOPTED and **APPROVED** by the Mayor and the Council of the City of Lawton, Oklahoma, this 26th day of October, 2021.

Stanley Booker, Mayor

ATTEST:

Traci L. Hushbeck, City Clerk

APPROVED as to form and legality this _____ day of October, 2021.

John Ratliff, City Attorney



NOTICE & ADMINISTRATIVE ORDER
City of Lawton - Neighborhood Services Division

JOE PORTER, JR & JO ANN PORTER
REF: 1915 SW D AVE
1401 NW BALDWIN AVE
LAWTON, OK 73507-3834

JUL 07 2021

The ADMINISTRATIVE OFFICER or his designee has determined that **1915 SW D AVE, LOT 9 & WEST HALF (W-1/2) OF LOT 10, IN BLOCK 10, RADIO CITY ADDITION**, according to the recorded plat thereof, Lawton, Comanche County, Oklahoma is in violation of Lawton City Code Section 15-2-201.A. This code section makes it unlawful for any owner or persons otherwise in possession or control of any lot, tract or parcel of land situated wholly or in part within the corporate limits of the city to allow trash, weeds, grass low hanging or dead tree limbs to grow, stand or accumulate upon such premises. With this provision, the city recognizes that such conditions not only affect the subject property, but are also harmful to the surrounding neighborhood and blight on the community.

The above referenced property, which includes the easement or alley, must be properly mowed; all thatch, trash, brush, rubbish, junk and debris must be removed; and/or all low hanging or dead tree limbs must be trimmed and removed within TEN (10) days from the date of this notice and order. Grass must be mowed and trimmed from around all poles, walks, drives, fences and other objects where growth exceeds twelve (12) inches in height. Dead tree limbs must be removed, and low hanging tree limbs must be trimmed up to a height of not less than fourteen (14) feet above any street, right-of-way, alley or easement or eight (8) feet above any sidewalk.

The city sincerely hopes that you will resolve this problem without delay. However, **if you fail to comply with the requirements of this notice and order within TEN (10) days from the date of this notice and order, agents of the City will be granted right of entry on the above named property for the purpose of mowing, removing trash, brush, rubbish, junk and debris and/or the trimming and removal of low hanging or dead tree limbs.** All costs and expenses associated with said work will be submitted to you for payment and, if not paid within thirty (30) days, these costs will be submitted to the Comanche County Treasurer and become a lien and assessment against the property. If determined to be necessary, charges may also be filed against you in Municipal Court.

Please note that **any reoccurrence of above noted offenses on this property within the six (6) months following the date of this notice and order will be summarily abated by agents of the City without further notice to you.** Costs and expenses will be handled in the same manner as above and charges may be filed in Municipal Court.

You may appeal this matter to the Lawton City Council by submitting a written notice of appeal to the City Clerk within ten (10) days of the date of this notice and order. If you have any questions regarding this notice please call (580) 581-3467 between the hours of 8:00 am and 9:00 am and 4:00 pm and 5:00 pm, Monday-Friday.

Corey Bowen, Administrative Officer

JM



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

INCIDENT REPORTING

NAME	DATE OF INCEIDENT	LOCATION OF INCEIDENT
Jan Carlos Macfie	7-28-21	1915 SW D Ave

TYPE OF INCEIDENT

THREAT
 STALKING
 HARRASSMENT
 ATTEMPTED ASSAULT
 ASSAULT/BATTERY
 ANIMAL ATTACK
 BRANDISHING WEAPON
 ATTEMPTED MURDER
 HEALTH RELATED
 MOTOR VEHICLE ACCIDENT
 OTHER: _____

DETAILS OF INCIDENT

On 07/28/21, at approximately 1130am, I, Jan Carlos Macfie arrived at 1915 SW D Ave (Alcha Trailer Park) to take picture of the property. UPON arrival I noticed a man approaching my vechicle in an aggressive manner. I decided to hit the gas and turned on C Ave heading towards 19th St. As I was driving down E Ave I realized the man was still running, following me to get to me. I then drove around till I lost him and headed back to city Hall.

SIGNATURE: Jan Carlos Macfie
 EMPLOYEE

DATE: 8/11/21

SIGNATURE: _____
 SUPERVISOR

DATE: _____



CITY OF LAWTON OFFICE OF THE CITY CLERK

212 SW 9TH Street, Lawton, Oklahoma 73501

NOTICE OF AMOUNT OF COSTS

JOE PORTER JR & JO ANN PORTER
REF: 1915 SW D AVENUE
1401 NW BALDWIN AVENUE
LAWTON, OK 73507-3834

9 AUGUST 2021
2021-158164011

You are hereby notified that the City of Lawton, Oklahoma, has determined the actual costs of debris clearing and other expenses regarding 1915 SW D AVENUE, LOT 9 AND WEST HALF OF LOT 10, BLOCK 10, RADIO CITY ADDITION, the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof. You were officially notified of this public nuisance by the Neighborhood Services Department by Notice and Administrative Order 7 JULY 2021. No appeal was filed, and the work was completed 2 AUGUST 2021. The amount due for work completed on 2 AUGUST 2021, as follows:

<u>ITEM</u>	<u>COST</u>
Cost of Notice (Neighborhood Services Division)	\$ 00.00 (CDBG)
Labor/Equipment/Supplies for Abatements	\$ 147.50
Lien Filing Fees and Postage	\$ 41.86
TOTAL DUE WITHIN 30 DAYS	\$ 189.36

An accumulation of excessive weed or grass growth on this property occurring within SIX MONTHS after, may be summarily abated by the City of Lawton, Oklahoma, without further notice. Cost of such abatement shall be assessed against the property without further notice to the property owner.

Payment must be made for the total amount to the City Clerk within 30 days from the date of mailing of this Notice. The City Clerk can only accept payments in the form of cash, check or money order at this time. Please make sure to indicate the property address on checks and money orders. A lien is being placed on this property with the Comanche County Clerk pending payment of costs. If payment is not received within 30 days from the date of mailing this Notice, a certified statement of the amount of such costs will be forwarded to the Comanche County Treasurer as authorized by law.

You may request a hearing with the Hearing Officer of the City of Lawton by filing a notice of appeal of the costs with the City Clerk within ten (10) days after the date of mailing listed below. The Hearing Officer shall hold the hearing not later than ten (10) days of the receipt of the notice of appeal by the City Clerk. Unless otherwise determined at the hearing, the cost of such abatement shall be as shown on this statement. If you should have any questions, please contact Neighborhood Services at 580-581-3467.

Corey Bowen, Neighborhood Services Supervisor

I, Traci Hushbeck, City Clerk, do hereby certify in my official capacity that on _____ 2021, I mailed a copy of the foregoing notice with all postage paid to JOE PORTER JR & JO ANN PORTER, 1401 NW BALDWIN AVENUE, LAWTON, OK 73507-3834, which is shown as the address of the owner of such property by the current year tax roll in the office of the Comanche County Treasurer.

Traci Hushbeck, City Clerk

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



Neighborhood Services - City of Lawton ABATEMENT WORK ORDER

Contractor: TC Complaint #: 2021-158164011

Address: 1915 SW D Avenue

Issued: 7/30/21 Date Completed: 08/02/21

If more than seven (7) work days after date of issuance, reason: _____

Abatement instructions: Remove junk, debris from property.

*Aggressive male is back at this property. * Contact for police presence - *Contact Carlos when going to do work so LPD can be coordinated*

INSPECTORS: *RUSH* (321) 615-0404
___JIM ___COREY ___DANIEL ___RICKY ___JOSHUA ✓ Carlos

RECOMMENDED TIME: 2.5 HOURS APPROVED TIME: 2.5 HOURS

****NOTE: All work orders MUST obtain approval from Neighborhood Services PRIOR to beginning work. **ALL INCREASES IN HOURS MUST BE APPROVED PRIOR TO BEGINNING WORK.****

Details of Billing: Invoice 10274

Total cost: 147.50 INSPECTOR'S INITIALS: JM
INSPECTOR APPROVAL DATE: 8/4/21

Contractor's Signature: Emailed Date: 7/30/21

1915 SW D Avenue

BEFORE:



AFTER:





Neighborhood Services - City of Lawton ABATEMENT WORK ORDER

Contractor: TC Complaint #: 2021-158164011

Address: 1915 SW D Avenue

Issued: 7/30/21 Date Completed: _____

If more than seven (7) work days after date of issuance, reason: _____

Abatement instructions: Remove junk, debris from property.

*Aggressive male is back at this property. * Contact for police presence - *Contact Carlos when going to do work so IPD can be coordinated*

INSPECTORS: *RUSTI* (321) 615-0404
___JIM ___COREY ___DANIEL ___RICKY ___JOSHUA Carlos

RECOMMENDED TIME: 2.5 HOURS APPROVED TIME: 2.5 HOURS

****NOTE: All work orders MUST obtain approval from Neighborhood Services PRIOR to beginning work. **ALL INCREASES IN HOURS MUST BE APPROVED PRIOR TO BEGINNING WORK.****

Details of Billing: _____

INSPECTOR'S INITIALS: _____

Total cost: _____ INSPECTOR APPROVAL DATE: _____

Contractor's Signature: Emarled Date: 7/30/21

**CITY OF LAWTON
NEIGHBORHOOD SERVICES DIVISION**

Address

1915 SW D AVE

Type of Complaint

JD

Action Date Action Time Action Taken

7/28/2021 3:00 REINSPECTION

Comments: W/O TO REMOVE JUNK & DEBRIS FROM PROPERTY APPROX 2.5 HRS JM -- 2021-158164011. AGGRESSIVE MALE AT PROPERTY. CALL PD FOR ASSISTANT. CALL CARLOS IF *more time is needed.*



RECEIVED
JUL 28 2021
Neighborhood
Services

** RUSH **

Tax Roll Inquiry

Comanche County Treasurer



Rhonda Brantley, Treasurer
 315 SW 5th St Suite 300 Lawton OK 73501
 Phone: 580-355-5763
 Fax: 580-581-4554
 E-Mail: treasurer@comanchecounty.us



Owner Name and Address

PORTER, JOE JR & JO ANN
1401 NW BALDWIN AVE
LAWTON OK 73507-3834

Taxroll Information

Tax Year : 2020
 Property ID : 02N12W-36-2-22200-010-0009
 Location : 1915 SW D AVE
 School District : L08 LAWTON SCHOOLS-LAWTON CITY Mills : 101.67
 Type of Tax : Real Estate
 Tax ID : 30764

Legal Description and Other Information:

RADIO CITY BLK 10 ALL OF LOT 9 & W/2 OF LOT 10 2.00 Lots

Assessed Valuations	Amount	Tax Values	Amount
Land	2450	Base Tax	357.00
Improvements	1065	Penalty	0.00
Net Assessed	3515	Fees	0.00
		Payments	357.00
		Total Paid	367.71
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
03/15/2021	51380	Cash	Taxes	357.00	PORTER, JO ANN
03/15/2021	51380	Cash	Penalty	10.71	

Login : {build: 1352:20210323.4}
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7019

JOINT TENANCY WARRANTY DEED

Form No. 8201-AF (Order by Number)
(INDIVIDUAL FORM)

KNOW ALL MEN BY THESE PRESENTS:

THAT Pascual M & Florence Inez Giron,
husband and wife
of Comanche County,

State of Oklahoma, part 1st of the first part, in consideration of the sum of 125 DOLLARS & Other Valuable Consideration DOLLARS

in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto Joe Porter, Jr. and Jo Ann Porter, husband and wife

as joint tenants and not as tenants in common with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, of Comanche County,

State of Oklahoma, parties of the second part, the following described real property and premises situate in Comanche County, State of Oklahoma, to-wit:

Lot Nine (9), and West Half (W-1/2) of Lot Ten, in Block Ten (10) Radio City Addition to the City of Lawton, Comanche County, Oklahoma
According to the recorded plat there:

X
X
X
X



together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as joint tenants, and to the heirs and assigns of the survivor, forever, free and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 31st day of August, 19 53.

Pascual M Giron
PASCUAL M. GIRON,
Florence Inez Giron
Florence Inez Giron.

STATE OF OKLAHOMA }
COUNTY OF Comanche } SS: **INDIVIDUAL ACKNOWLEDGMENT (Oklahoma Form)**

Before me, the undersigned, a Notary Public in and for said County and State on this 6 day of Sept., 19 53 personally appeared Pascual M. & Florence Inez Giron, husband and wife

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My commission expires July 16, 1965 [Signature] Notary Public

BOOK 626 PAGE 372
This Space Reserved for Filing Stamp

STATE OF OKLAHOMA
COUNTY OF COMANCHE SS
This Instrument was Filed on
FEB 18 1965
AT 11:30 A.M.
And duly recorded in Book 626 Page 372
PHIL GATFORD, COUNTY CLERK
BY [Signature] Deputy



CITY OF LAWTON OFFICE OF THE CITY CLERK

12 SW 9TH Street, Lawton, Oklahoma 73501

NOTICE OF AMOUNT OF COSTS

JOE PORTER JR & JO ANN PORTER
REF: 1915 SW D AVENUE
1401 NW BALDWIN AVENUE
LAWTON, OK 73507-3834

2 AUGUST 2021
2021-158164011

You are hereby notified that the City of Lawton, Oklahoma, has determined the actual costs of debris clearing and other expenses regarding 1915 SW D AVENUE, LOT 9, AND WEST HALF OF LOT 10, IN BLOCK 10, RADIO CITY ADDITION, the City of Lawton, Comanche County, Oklahoma, according to the recorded plat thereof. You were officially notified of this public nuisance by the Neighborhood Services Department by Notice and Administrative Order 7 JULY 2021. No appeal was filed, and the work was completed 22 JULY 2021. The amount due for work completed on 22 JULY 2021, as follows:

<u>ITEM</u>	<u>COST</u>
Cost of Notice (Neighborhood Services Division)	\$ 79.90
Labor/Equipment/Supplies for Abatements	\$ 708.00
Lien Filing Fees and Postage	\$ 41.86
TOTAL DUE WITHIN 30 DAYS	\$ 829.76

An accumulation of excessive weed or grass growth on this property occurring within SIX MONTHS after, may be summarily abated by the City of Lawton, Oklahoma, without further notice. Cost of such abatement shall be assessed against the property without further notice to the property owner.

Payment must be made for the total amount to the City Clerk within 30 days from the date of mailing of this Notice. The City Clerk can only accept payments in the form of cash, check or money order at this time. Please make sure to indicate the property address on checks and money orders. A lien is being placed on this property with the Comanche County Clerk pending payment of costs. If payment is not received within 30 days from the date of mailing this Notice, a certified statement of the amount of such costs will be forwarded to the Comanche County Treasurer as authorized by law.

You may request a hearing with the Hearing Officer of the City of Lawton by filing a notice of appeal of the costs with the City Clerk within ten (10) days after the date of mailing listed below. The Hearing Officer shall hold the hearing not later than ten (10) days of the receipt of the notice of appeal by the City Clerk. Unless otherwise determined at the hearing, the cost of such abatement shall be as shown on this statement. If you should have any questions, please contact Neighborhood Services at 580-581-3467.

Corey Bowen, Neighborhood Services Supervisor

I, Traci Hushbeck, City Clerk, do hereby certify in my official capacity that on _____ 2021, I mailed a copy of the foregoing notice with all postage paid to JOE PORTER JR & JO ANN PORTER, 1401 NW BALDWIN AVENUE, LAWTON, OK 73507-3834, which is shown as the address of the owner of such property by the current year tax roll in the office of the Comanche County Treasurer.

Traci Hushbeck, City Clerk

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



Neighborhood Services - City of Lawton
ABATEMENT WORK ORDER

(2)

Contractor: TC Complaint #: 2021-158164011

Address: 1915 SW D Avenue

Issued: 7.20.21 Date Completed: 07/22/21

If more than seven (7) work days after date of issuance, reason: _____

Abatement instructions: Remove junk & debris from property

RUSH

INSPECTORS:

 JIM COREY DANIEL RICKY JOSHUA ✓ Carlos

RECOMMENDED TIME: -12- HOURS

APPROVED TIME: -12- HOURS

****NOTE: All work orders MUST obtain approval from Neighborhood Services PRIOR to beginning work. **ALL INCREASES IN HOURS MUST BE APPROVED PRIOR TO BEGINNING WORK.****

Details of Billing: Invoice 10255

Total cost: \$708.00

INSPECTOR'S INITIALS:

INSPECTOR APPROVAL DATE:

JM
7/28/21

Contractor's Signature: emailed

Date: 7/20/21

1915 SW D Avenue

BEFORE:



1915 SW D Avenue

AFTER:





Neighborhood Services – City of Lawton ABATEMENT WORK ORDER

Contractor: TC Complaint #: 2021-158164011

Address: 1915 SW D Avenue

Issued: 7.20.21 Date Completed: _____

If more than seven (7) work days after date of issuance, reason: _____

Abatement instructions: Remove junk & debris from property

_____ * RUSH * _____

INSPECTORS:
 JIM COREY DANIEL RICKY JOSHUA _____

RECOMMENDED TIME: -12- HOURS APPROVED TIME: -12- HOURS

****NOTE: All work orders MUST obtain approval from Neighborhood Services PRIOR to beginning work. **ALL INCREASES IN HOURS MUST BE APPROVED PRIOR TO BEGINNING WORK.****

Details of Billing: _____

Total cost: _____ INSPECTOR'S INITIALS: _____
INSPECTOR APPROVAL DATE: _____

Contractor's Signature: emailed Date: 7/20/21

CITY OF LAWTON
NEIGHBORHOOD SERVICES DIVISION

Address

1915 SW D AVE

Type of Complaint

JD

Action Date Action Time Action Taken

7/19/2021

8:53 REINSPECTION

Comments: W/O TO CLEAN PROPERTY APPROX 12 HRS JM 2021-158164011 -- RUSH W/O***

CALL COREY FOR PD ON SITE

Corey approved 7-20-21 (12 HRS)



RECEIVED
JUL 19 2021
Neighborhood
Services



NEIGHBORHOOD SERVICES
212 SW 9TH STREET
Lawton, Oklahoma 73501
Phone (580) 581-3467 Fax (580) 581-3510

JOE PORTER, JR & JO ANN PORTER
REF: 1915 SW D AVE
1401 NW BALDWIN AVE
LAWTON, OK 73507-3834

JUL 07 2021

Dear JOE PORTER, JR & JO ANN PORTER:

You are hereby notified the property located at **1915 SW D AVE**, is in violation of Lawton City Code **Section 6-501 and Section 302.1 (Sanitation) of the International Property Maintenance Code**. The Junk and Debris stored or parked on this property is/are prohibited pursuant to **Section 6-5-1-501 and section 302-1 (Sanitation) of the International Property Maintenance Code**.

A junk and debris violation, is the keeping or maintenance in any area on private property of any accumulation, collection or untidy storage of any of the following:

Old appliances or parts thereof; old iron, steel, aluminum or other metal; inoperable junk vehicles, vehicle parts, machinery or equipment; mattresses, bedding, clothing, rags, or cloth; straw, packing material, cardboard or paper, tin cans, wine bottles, glass, cement, wood or timber not neatly stacked or piled, or in addition to the above articles, any condition judicially determined to be unhealthy. Accumulations of miscellaneous junk and debris must be removed -from the premises and the premises kept clean and free of such accumulations.

You have **TEN (10) calendar days** from the date of this letter to correct this violation. Failure to correct the violation within this time will result in misdemeanor citations being issued against you, and each twenty-four (24) hour period for which the violation continues constitutes a separate violation.

If you should have any questions, please feel free to contact me between the hours of 8:00 am to 9:00 am and/or 4:00 pm to 5:00 pm, Monday through Friday, at (580) 581-3467.



JAN CARLOS MACFIE

Neighborhood Services Code Enforcement Officer



NEIGHBORHOOD SERVICES

212 SW 9TH STREET

Lawton, Oklahoma 73501

Phone (580) 581-3467 Fax (580) 581-3510

JOE PORTER, JR & JO ANN PORTER
REF: 1915 SW D AVE
1401 NW BALDWIN AVE
LAWTON, OK 73507-3834

'JUL 07 2021

DEAR JOE PORTER, JR & JO ANN PORTER:

You are hereby notified the property located at **1915 SW D AVE**, is in violation of Lawton City Code **Section 22-2-1-202, All properties to be connected with water system.**

Every owner of property within the city having thereon any building for human habitation, and within two hundred (200) feet of a water line of the city water system, or for any other purpose requiring the use of water, shall, before the same is occupied or used, connect same with the water system of the city, and shall prepare and fit same so that the water of the city may be used thereon.

You have **ten (10) days** from the date of this letter to correct this violation. Failure to correct the violation within this time will result in misdemeanor citations being issued against you, and each twenty-four (24) hour period for which the violation continues constitutes a separate violation.

If you should have any questions, please feel free to contact me between the hours of 8:00 am to 9:00 am and 4:00 pm to 5:00 pm, Monday through Friday, at (580) 581-3467.

A handwritten signature in cursive script, appearing to read "Jan Carlos Macfie", is written over a horizontal line.

JAN CARLOS MACFIE

Neighborhood Services Code Enforcement Officer



NEIGHBORH OD SERVICES
212 SW 9TH STREET
Lawton, Oklahoma 73501
Phone (580) 581-3467 Fax (580) 581-3510

JOE PORTER, JR & JO ANN PORTER
REF: 1915 SW D AVE
1401 NW BALDWIN AVE
LAWTON, OK 73507-3834

JUL 07 2021

Dear JOE PORTER, JR & JO ANN PORTER:

You are hereby notified the property located at **1915 SW D AVE**, is in violation of Lawton City Code **15-5-503: Regulations for the storage and parking of vehicles within one (1) and two (2) family neighborhoods and zoning districts**. The Vehicle(s) stored or parked on this property is/are prohibited pursuant to **Section 15-5-503:**

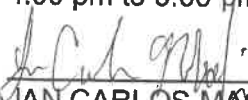
D. Vehicles, including trailers not larger than eight and one-half (8 ½) feet in width, twenty-four (24) feet in length or eleven (11) feet in height may be stored or parked in the front, side and rear yard areas as defined in Section 18-1-1-106 of this code, provided they are stored or parked on a driveway that is constructed of a solid-sealed surface, as defined in this article. The driveway shall be accessible by a vehicle from the adjacent street or alley without leaving the solid-sealed surface. Any driveway or extension of the driveway in existence on June 14, 2005, may remain in use provided the driveway and extension are made of a load-bearing, non-dust producing surface such as chat or gravel that has been maintained in a sound condition free of ruts and potholes and is kept clear of grass and weeds, and the combined total width of the driveway and extension immediately abutting the driveway does not exceed eighteen (18) feet. This exception to the solid-sealed surface requirement does not permit parking on dirt, grass, or other lawn areas.

“Solid-sealed surface” means a surface that is maintained free of grass and weeds covers the entire area beneath a vehicle and is constructed of one or the following: Concrete, asphalt, paving stones, brick or other similar load bearing material approved by the Director of Community Services.

G. Vehicles, including trailers, regardless of size may be stored or parked within areas of the rear and side yards that are screened by an opaque fence with a minimum height of five (5) feet, provided they are stored or parked on a solid-sealed surface as defined in this article or a minimum of four (4) inches of a load-bearing, non dust producing surface such as chat or gravel that has been maintained in a sound condition free of ruts and potholes and kept clear of grass or weeds. All driveways leading to the areas where such vehicles are stored or parked shall have the same surfacing requirement as said parking and storage areas, except that any portion of the driveway that is located outside of the screening fence shall be constructed of a solid-sealed surface as defined in this article.

You have **ten (10) days** from the date of this letter to correct this violation. Failure to correct the violation within this time will result in misdemeanor citations being issued against you, and each twenty-four (24) hour period for which the violation continues constitutes a separate violation.

If you should have any questions, please feel free to contact me between the hours of 8:00 am to 9:00 am and/or 4:00 pm to 5:00 pm, Monday through Friday, at (580) 581-3467.



JAN CARLOS MACFIE
Neighborhood Services Code Enforcement Officer

COMPLAINT FORM

Complaint # 2021-158164011 **Date** 6/7/2021 **Time** 16:40 **Inspector** Jan Carlos Macfie **Taken By** Corey Bowen **Type of Complaint** JD

Description of Complaint

JUNK AND DEBRIS

House # 1915 **Dir** SW **Street** D **Suffix** AVE **Ward** 5

Third Address

Second Address

Legal Address

1915 SW D AVENUE, SEE FILE FOR LEGAL ADDRESS

Water Customer Name **SSN (Water Acct. Info.)** **PHONE (Water Acct. Info.)**

Water Address

Water City, ST Zip Code

Comments

Complainant Information:

Type of Complainant **Complainant Name** **Phone**
FIELD GENERATED

RECEIVED
JUN 24 2021
Neighborhood
Services

**CITY OF LAWTON
NEIGHBORHOOD SERVICES DIVISION**

Address

1915 SW D AVE

Type of Complaint

JD

Action Date Action Time Action Taken

6/8/2021 11:25 INSPECTION

Comments: **SEND LETTER FOR JD** --



COMPLAINT FORM

Complaint # 2021-158164031 **Date** 6/7/2021 **Time** 16:40 **Inspector** Jan Carlos Macfie **Taken By** Corey Bowen **Type of Complaint** OTH

Description of Complaint

MUST BE CONNECTED TO WATER

House # 1915 **Dir** SW **Street** D **Suffix** AVE **Ward** 5

Third Address

Second Address

Legal Address

1915 SW D AVENUE, SEE FILE FOR LEGAL ADDRESS

Water Customer Name **SSN (Water Acct. Info.)** **PHONE (Water Acct. Info.)**

Water Address

Water City, ST Zip Code

Comments

Complainant Information:

Type of Complainant **Complainant Name** **Phone**
FIELD GENERATED

RECEIVED

JUN 24 2021

Neighborhood
Services

CITY OF LAWTON
NEIGHBORHOOD SERVICES DIVISION

Address

1915 SW D AVE

Type of Complaint

OTH

Action Date Action Time Action Taken

6/8/2021 11:25 INSPECTION

Comments: SEND LETTER FOR OTH (MUST BE CONNECTED TO WATER) --



COMPLAINT FORM

Complaint # 2021-15816410 **Date** 6/7/2021 **Time** 16:41 **Inspector** Jan Carlos Macfie **Taken By** Corey Bowen **Type of Complaint** ISV

Description of Complaint

IMPROPER STORAGE OF VEHICLES

House # 1915 **Dir** SW **Street** D **Suffix** AVE **Ward** 5

Third Address

Second Address

Legal Address

1915 SW D AVENUE, SEE FILE FOR LEGAL ADDRESS

Water Customer Name **SSN (Water Acct. Info.)** **PHONE (Water Acct. Info.)**

Water Address

Water City, ST Zip Code

Comments

Complainant Information:

Type of Complainant **Complainant Name** **Phone**
PHONE

RECEIVED

JUN 24 2021

Neighborhood
Services

CITY OF LAWTON
NEIGHBORHOOD SERVICES DIVISION

Address

1915 SW D AVE

Type of Complaint

ISV

Action Date Action Time Action Taken

6/8/2021 11:25 INSPECTION

Comments: SEND LETTER FOR ISV --





07/18/2021 152



06/07/2021 153



09/29/2021 154



09/03/2021 155



10/05/2021 156



City of Lawton

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

Commentary

File #: 21-577

Agenda Date:

Agenda No: 23.

ITEM TITLE:

Discuss and consider establishing an express public trust authority for youth sports pursuant to Title 60 Okl.St. Ann. § 176. This authority would assist the beneficiary (City of Lawton Parks & Recreation Department) in administering youth sports programs and managing select athletic facilities.

INITIATOR: Mayor Stan Booker and Council Member Randy Warren

STAFF INFORMATION SOURCE: City Manager Michael Cleghorn and City Attorney John Ratliff

BACKGROUND: There is a trend among municipalities in the state to outsource youth sports programs in an effort to improve efficiency and the overall quality of their programs. Generally, these programs provide more opportunities for children to participate in organized athletics. Numerous studies have found that if kids are involved in youth sports they are much less likely to commit crimes, abuse illegal substances and continue their education beyond High School.

EXHIBIT: N/A

KEY ISSUES: Efficiency and better overall program quality.

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Initiate the process of establishing the trust authority.



City of Lawton

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

Commentary

File #: 21-583

Agenda Date: 10/26/2021

Agenda No: 24.

ITEM TITLE:

Consider approving an ordinance, including any floor amendments related thereto, pertaining to Finance and Purchasing Requirements; amending Sections 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 and 10-1-110, Article 10-1, Chapter 10, Lawton City Code, 2015; by updating certain provisions within Article 10-1 of Chapter 10 to include modifying certain monetary limits relating to construction contracts; adding a definition for “construction management trade contract or subcontract”; amending the definition of “public construction contracts”; amending various provisions relating to public construction contracts; amending the provisions relating to public construction contract change orders; providing for severability and establishing an effective date.

INITIATOR: City Attorney - John Ratliff

STAFF INFORMATION SOURCE: City Manager - Michael Cleghorn; Deputy City Attorney - Tim Wilson

BACKGROUND: Recently the state legislature passed House Bill 2862, which relates to the Public Competitive Bidding Act of 1974 and, among other things, modified certain monetary limits for public construction contracts, and establishing monetary limits for construction management trade contracts or subcontracts. The proposed ordinance incorporates the applicable amendments from House Bill 2862 into city code, as well as updating other provisions in Chapter 10 dealing with public construction contracts, to include amending a provision relating to public construction contract change order so the provision more closely mirrors state law.

EXHIBIT: Ordinance No. 21-

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the proposed ordinance, waive the reading of the ordinance, read the title only, and establish an effective date.

ORDINANCE NO. 21-__

AN ORDINANCE PERTAINING TO FINANCE AND PURCHASING REQUIREMENTS; AMENDING SECTIONS 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 AND 10-1-110, ARTICLE 10-1, CHAPTER 10, LAWTON CITY CODE, 2015; BY UPDATING CERTAIN PROVISIONS WITHIN ARTICLE 10-1 OF CHAPTER 10 TO INCLUDE MODIFYING CERTAIN MONETARY LIMITS RELATING TO CONSTRUCTION CONTRACTS; ADDING A DEFINITION FOR “CONSTRUCTION MANAGEMENT TRADE CONTRACT OR SUBCONTRACT”; AMENDING THE DEFINITION OF “PUBLIC CONSTRUCTION CONTRACTS”; AMENDING VARIOUS PROVISIONS RELATING TO PUBLIC CONSTRUCTION CONTRACTS; AMENDING THE PROVISIONS PERTAINING TO PUBLIC CONSTRUCTION CONTRACT CHANGE ORDERS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE

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

Section 1. Section 10-1-101 is hereby amended to read as follows:

10-1-101 – General bidding requirements.

- A. For the procurement of or contracting for budgeted supplies, materials, equipment, personnel or services, or any personal property, valued singularly or totally during any budget year, in excess of seventy-five thousand dollars (\$75,000.00) all contracts shall be let and awarded to the lowest responsible bidder, by free and open competitive bidding after solicitation for sealed bids, except as hereafter provided. A procedure for formal bids and awards is hereby adopted and authorized, but the city council may accept or reject any or all bids or award any or all items.
- B. For the procurement of or contracting for budgeted supplies, materials, equipment, personnel and services, or any personal property, valued singularly or totally during any budget year up to seventy-five thousand dollars (\$75,000.00), the city manager will prepare and publish a policy delegating purchasing and contracting authority to himself or department directors, which shall be under strictly controlled competitive purchasing procedures where required by law. The city manager, and department directors subject to the city manager's discretion, are hereby delegated the authority to execute contracts [written obligations] pursuant to such policy prepared and published by the city manager within the dollar limitation set forth above.
- C. Procurement for integral components such as automotive parts, motor fuels, lubricants, hydraulic fluids, propane gas, asphalt and road oils will be solicited by the city on the

telephone and awarded by the city up to seventy-five thousand dollars (\$75,000.00) following strictly controlled competitive procedure prepared and published by the city manager. Competitive bids for the purchase of automotive parts, motor fuels, lubricants, hydraulic fluids, propane gas, asphalt and road oils will be made on the basis of a single day's delivery. Successful bid prices for motor fuel, propane gas, asphalt, and road oil will be reported to the council and to all bidders in writing once a month.

- D. ~~A contract for public improvements of less than~~ Construction contracts for the purpose of making any public improvements or constructing any public building or making repairs to the same for one hundred thousand dollars (\$100,000.00) fifty thousand dollars (\$50,000.00) or less, except for construction management trade contracts or subcontracts exceeding fifty thousand dollars (\$50,000.00), shall be let and awarded to the lowest responsible bidder by receipt of written bids or awarded on the basis of competitive quotes to the lowest responsible qualified contractor. Work may be commenced in accordance with the purchasing policies of the city. may be awarded only to the lowest responsible bidder through the competitive bidding process following a strictly controlled competitive procedure prepared and published by the city manager.
- E. Unless otherwise provided by law, all public construction contracts ~~Contracts for public improvements of more than exceeding one hundred thousand dollars (\$100,000.00) or construction management trade contracts or subcontracts exceeding fifty thousand dollars (\$50,000.00)~~ must follow the procedures as set out in the Public Competitive Bidding Act of 1974, Oklahoma Statutes, Title 61 (1994 2021), Section 101 et seq. or as it may be amended from time to time.
- EF. Pricing for the procurement of data processing equipment and software will be solicited by the city from suppliers by obtaining pricing from internet, facsimile or e-mail quotes and awarded by the city in an amount not to exceed seventy-five thousand dollars (\$75,000.00) for each purchase following procedures prepared and published by the city manager. Competitive bids for the purchase of computer equipment and software will be made on the basis of a single day's delivery price. Single item purchases exceeding seventy-five thousand dollars (\$75,000.00) will be made in accordance with the requirements of subparagraph A hereof.
- FG. Procurement of PVC pipe, water treatment plant and wastewater treatment plant chemicals will be solicited by the city by obtaining pricing from suppliers using a telephone, facsimile and e-mail quotes, and awarded by the city up to seventy-five thousand dollars (\$75,000.00) following strictly controlled competitive procedures. Competitive bids for the purchase of pipe will be made on the basis of a single day's delivery.
- GH. The city may, in conjunction with all other requirements for competitive bidding in this code, the City Charter and the statutes of the State of Oklahoma, utilize electronic sealed bidding and a reverse auction procedure as provided by the Reverse Auction Bidding Procedure Act of 2004, Oklahoma Statutes, Title 11, Section 17-115 or as it may be amended from time to time.

~~H~~I. For purchases that do not require compliance with the Public Competitive Bidding Act of 1974, the city, in lieu of the requirements set forth in subsections A, B, C, ~~E~~ ~~F~~ and ~~F~~ ~~G~~ of this section, may purchase budgeted supplies, materials, equipment and services, or any personal property, through any purchasing cooperative in which it is a member, provided the purchasing cooperative utilizes a competitive procurement process for the selection of eligible vendors.

(Ord. 2004-38, Amended, 10/27/2004; Ord. 2002-05, Amended, 02/12/2002; 2000-47, Amended, 12/12/2000; 2000-20, Amended, 06/27/2000; 99-25, Amended, 05/11/1999; 98-33, Amended, 08/11/1998; 97-06, Amended, 01/14/1997)

(Ord. 2008-58, Amended, 08/26/2008; Ord. No. 14-11, § 1, 4-22-2014; Ord. No. 14-23, § 1, 8-12-2014; Ord. No. 19-35, § 1, 12-17-2019)

Charter reference(s)—Public improvements contracts over \$2,000.00 awarded after notice and bidding, Sec. 4-4 of the Charter.

State law reference(s)—State public competitive bidding act, applicable to public improvements, \$25,000.00 or more, 11 O.S. Secs. 101 et seq. Reverse Auction Bidding Procedure Act, 11 O.S. Sec. 17-115.

Section 2. Section 10-1-102 is hereby amended to read as follows:

10-1-102 – Definitions.

A. When used in this article, the following words and terms shall have the meanings ascribed to them in this section:

1. "All other contracts" means procurement of budgeted supplies, materials, equipment, and services, or any personal property, excluding public construction contracts, valued singularly or totally during any budget year in excess of seventy-five thousand dollars (\$75,000.00).
2. "Bidding documents" means the bid notice, plans and specifications, bidding form, bidding instructions and all other written instruments prepared by or on behalf of the city for use by prospective bidders.
3. "Construction management trade contract or subcontract" means any public construction contract exceeding Fifty Thousand Dollars (\$50,000.00) in amount that is awarded as a trade contract in an agency construction management contract or awarded as a subcontract in an at-risk construction management contract.
34. "Integral component" means a major component of a vehicle, equipment or machinery which is critical for the operation and performance of such vehicle, equipment or

machinery which would not normally require routine repair or replacement of such component due to normal wear or tear of such vehicle, equipment or machinery.

45. "Local vendor" means any person or business whose primary place of business is located and operating within the corporate limits of the city who submits responsive bids for the purchase of goods and materials in response to the city's solicitation for bids.

56. "Non-responsive bid" means any bid that does not conform to the mandatory or essential requirements of the invitation for bid.

67. "Disqualified/ineligible vendor/contractor" means any vendor/contractor who has on any contract awarded by the city or any of its agencies. It shall also include any contractor who has been assessed liquidated damages for exceeding the time of completion specified in the contract by more than ten percent (10%) by the city council. Termination of a previously awarded contract for failure to perform or the assessment of liquidated damages by the city council as provided above shall be deemed sufficient to suspend a vendor's/contractor's ability to bid on city contracts for a period of thirty-six (36) months. A vendor may submit to the city a justification for noncompliance. Said justification shall be in the form of an affidavit which may be from the vendor's supplier stating that the failure to comply with the terms and conditions of the contract was the fault of the supplier. If said affidavit states a reason that is determined by the city council to be sufficient justification the vendor will not be considered a disqualified/ineligible vendor/contractor. Contractors on public construction contracts shall not be excused for any reason if there is a failure to comply.

78. "Public agency" means:

- a. Any political subdivision of this state;
- b. Any agency of the state government or the United States;
- c. Each and every public trust of this state regardless of whether the beneficiary of such trust is a municipality, a county, or the state of Oklahoma, except the Oklahoma Ordinance Works Authority;
- d. Any corporation organized not for profit pursuant to the provisions of the Oklahoma General Corporation Act, Section 1001 et seq. of Title 18 (18-1001) of the Oklahoma Statutes; and
- e. Any political subdivision of another state.

89. "Public construction contracts" means any contract, exceeding one hundred thousand dollars (\$100,000.00) in amount, or any construction management trade contracts or subcontracts exceeding which exceeds fifty thousand dollars (\$50,000.00) in amount, awarded by the city for the purpose of making any public improvements or constructing any public building or making repairs to ~~same~~ or performing maintenance on the same except where the improvements, construction of any building or repairs to the same are improvements or buildings leased to a person or other legal entity exclusively for private and not for public use and no public tax revenues shall be expended on or for the contract unless the public tax revenues used for the project are authorized by a

majority of the voters of the city voting at an election held for that purpose and the public tax revenues do not exceed twenty-five percent (25%) of the total project cost. The amount of public tax dollars committed to the project will not exceed a fixed amount established by resolution of the governing body prior to or concurrent with approval of the project.

~~9~~10. "Public improvement" means any beneficial or valuable change or addition, betterment, enhancement or amelioration of or upon any real property, or interest therein, belonging to a public agency, intended to enhance its value, beauty or utility or to adapt it to a new or further purposes. The term does not include the direct purchase of materials, equipment or supplies by a public agency, or any personal property, including personal property as defined in paragraphs 1 and 4 of subsection B of Section 430.1 of Title 62 of the Oklahoma Statutes.

~~40~~11. "State" means a state of the United States and the District of Columbia.

~~44~~12. "Timely completion of a public construction contract" means that the bidder completed the work within the calendar days specified in the contract plus additional days, if any, granted by the council in a change order.

(Ord. 2005-25, Amended, 06/25/2005; Ord. 2002-05, Amended, 02/12/2002; 99-14, Amended, 02/23/1999; 98-33, Amended, 08/11/1998; 97-43, Amended, 08/26/1997; 97-19, Amended, 04/22/1997; 97-07, Amended, 02/11/1997; Ord. 2007-03, Amended, 01/09/2007)

(Ord. No. 09-34, § 1, 10-27-2009; Ord. No. 15-17, § 1, 8-11-2015; Ord. No. 19-35, § 2, 12-17-2019)

Section 3. Section 10-1-103 is hereby amended to read as follows:

10-1-103 – Engineer’s estimate required on all public construction contracts.

A. For public construction contracts, the following procedures apply:

1. Plans and specifications for public improvements of one hundred thousand dollars (\$100,000.00) in amount or any construction management trade contracts or subcontracts exceeding fifty thousand dollars (\$50,000.00) or more shall be approved by the city engineer and the council and then placed on file in the office of the clerk prior to advertising for bids; and
2. No contract shall be awarded, nor any bid opened, until a sealed estimate of cost thereof shall have been made by the city engineer or consulting engineer and filed with the clerk prior to the bid opening.

(Ord. 2002-05, Amended, 02/12/2002; 98-33, Amended, 08/11/1998; 96-29, Amended, 07/23/1996)

(Ord. No. 14-11, § 2, 4-22-2014)

Section 4. Section 10-1-105 is hereby amended to read as follows:

10-1-105 – Notice requirements for bids.

- A. All proposals to award contracts shall be made equally and uniformly known by the city to all prospective bidders and the public in the following manner:
1. For public construction contracts:
 - a. Notice of the proposed public construction contract shall be mailed, by first class mail, to all known prospective bidders, who have made known in writing to the city their interest in bidding within the twelve (12) months immediately preceding the date of opening bids, at least twenty (20) days prior to the time set for opening bids;
 - b. Notice of the proposed public construction contract shall be given by publication in a newspaper of general circulation in Comanche County, Oklahoma. Such notice shall be published in two consecutive weekly issues of the newspaper, with the first publication to be at least twenty-one (2021) days prior to the date and time for bid opening;
 - c. Notice of the proposed public construction contract shall be posted, at least twenty (20) days prior to the date and time set for opening bids, on a readily accessible bulletin board within the city hall facility;
 - d. Notice of the proposed public construction contract shall be sent to one in-state trade or construction publication ~~publications~~ for their use and information whenever the estimated cost of the contract exceeds one hundred thousand dollars (\$100,000.00) or the cost of the construction management trade contract or subcontract exceeds fifty thousand dollars (\$50,000.00). This shall not be construed as requiring publication of bid notice in these trade or construction publications; and
 - e. A sufficient number of complete sets of bidding documents shall be on file in the office of the city clerk at least twenty (20) days prior to the time set for opening bids.
 2. For all other contracts:
 - a. Notice of the proposed contract may be mailed, by first class mail, to all known prospective bidders who have made known in writing to the city's department responsible for purchasing their interest in bidding within the previous twelve (12) months immediately preceding the date of opening bids. Failure to send notice or receipt of such notice will not invalidate the bidding process or awarding of contracts.
 - b. Notice of the proposed contract shall be given by publication in a newspaper of general circulation in Comanche County, Oklahoma. Such notice shall be published at least

once with the first publication to be at least ten (10) days prior to the date and time set for bid opening; and

- c. A sufficient number of complete sets of bidding documents shall be on file in the office of the city clerk at least ten (10) days prior to the time set for opening bids.
- B. Notice shall not be sent under either A.1. or 2. of this section to any vendor or contractor who has been deemed to be a disqualified/ineligible vendor/contractor as defined by the Section 10-1-102.

(Ord. 2005-25, Amended, 06/25/2005; 98-33, Amended, 08/11/1998)

(Ord. 2007-03, Amended, 01/09/2007)

Section 5. Section 10-1-106 is hereby amended to read as follows:

10-1-106 – Check to accompany bid – Procedure when default.

- A. Each bidder on a public construction contract exceeding one hundred thousand dollars (\$100,000.00) or a construction management trade contract or subcontract exceeding fifty thousand dollars (\$50,000.00) shall accompany his bid with a certified or cashier's check or bid bond equal to five percent (5%) of the bid, which shall be deposited with the city as a guarantee. In the event the apparently successful bidder fails to execute the contract and required bonds and insurance, there shall be forfeited to the city the cost of republication of notice, all actual expenses incurred by reason of bidder's default and the difference between the low bid of the defaulting bidder and the amount of the bid of the bidder to whom the contract is subsequently awarded, but not to exceed the amount of the check or bid bond.
- B. Each bidder on all other contracts may be required file a duly certified or cashier's check in the amount of five percent (5%) of his bid, which shall accompany his application and bid. The check shall be forfeited to the city if a contract is awarded to the bidder and he fails to execute the necessary contract, bonds and other documents required.
- C. Checks of unsuccessful bidders shall be returned to them in accordance with the terms of the proposal.

(98-33, Amended, 08/11/1998)

Section 6. Section 10-1-110 is hereby amended to read as follows:

10-1-110 – Post-contract procedures.

- A. Upon awarding the contract the following actions shall occur:

1. A contract employing the terms set forth in the bidding documents shall be executed within ten (10) days from the date of awarding the contract; and
2. As pertains to public construction contracts:
 - a. No work shall be commenced until all contract documents are signed and a work order issued by the city manager or his designated representative;
 - b. Change orders or addenda to public construction contracts of one million dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in total of the original contract amount. Change orders or addenda to public construction contracts over one million dollars (\$1,000,000.00) shall not exceed the greater of one hundred fifty thousand dollars (\$150,000.00) or a ten percent (10%) cumulative total in of the original contract amount. Any change orders or cumulative change orders which exceed these limits shall require readvertising for bids on that part of the contract.
 - c. Change orders shall be formally approved by the city council and the reasons therefor recorded in the permanent records; provided, however, change orders up to forty thousand dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, may be approved by the city manager or his/her designee, with any change orders so approved being reported to the city council at the next regularly scheduled meeting.
 - d. All change orders shall contain a unit price and total for each of the following items:
 - (1) All materials with cost per item;
 - (2) Itemization of all labor with number of hours per operation and cost per hour;
 - (3) Itemization of insurance cost, bond cost, social security, taxes, workmen's compensation, employee fringe benefits and overhead cost; and
 - (4) Profit for the contractor.
- B. If the construction contract was bid on a unit basis, and the change order is based exactly on the unit price or basis, such a change order will not be subject to this section. Alternates or add items bid with the original bid and contained in the awarded contract as options of the city council shall not be construed as change orders under the provisions of this article;
- C. Any taxpayer of the state or any bona fide unsuccessful bidder on a particular public construction contract, within ten (10) days after such contract has been executed, is empowered to bring suit in the district court of the county where the work, or the major part

of it, is to be done to enjoin the performance of such contract if entered into in violation of this article; and

- D. The party to whom any contract is awarded must execute to the city a bond in the amount of the contract price, for the faithful performance of the contract in accordance with the plans and specifications, and a percentage of the contract price, as established by state laws governing public construction contracts, shall be retained by the city until the contract is completed and the work accepted by the council of the city.

(Ord. No. 20-09 , § 1, 4-28-2020)

Section 7. 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 8. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after its passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 26th day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality this ____ day of October, 2021.

JOHN RATLIFF, CITY ATTORNEY

ORDINANCE NO. 2021-___

AN ORDINANCE PERTAINING TO FINANCE AND PURCHASING REQUIREMENTS; AMENDING SECTIONS 10-1-101, 10-1-102, 10-1-103, 10-1-105, 10-1-106 AND 10-1-110, ARTICLE 10-1, CHAPTER 10, LAWTON CITY CODE, 2015; BY UPDATING CERTAIN PROVISIONS WITHIN ARTICLE 10-1 OF CHAPTER 10 TO INCLUDE MODIFYING CERTAIN MONETARY LIMITS RELATING TO CONSTRUCTION CONTRACTS; ADDING A DEFINITION FOR “CONSTRUCTION MANAGEMENT TRADE CONTRACT OR SUBCONTRACT”; AMENDING THE DEFINITION OF “PUBLIC CONSTRUCTION CONTRACTS”; AMENDING VARIOUS PROVISIONS RELATING TO PUBLIC CONSTRUCTION CONTRACTS; AMENDING THE PROVISIONS PERTAINING TO PUBLIC CONSTRUCTION CONTRACT CHANGE ORDERS; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

Brief Gist

This ordinance amends various Section in Article 10-1 of Chapter 10 of Lawton City Code, to include modifying monetary limits relating to construction contracts; adding a definition for “construction management trade contract of subcontract”; amending the definition of “public construction contracts”; amending various provisions relating to public construction contracts; amending the provisions pertaining to public construction contract change orders; and providing for severability. If approved, this ordinance will become effective thirty days after passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this ___ day of October, 2021.

STANLEY BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

(Published in The Lawton Constitution this ___ day of _____, 2021)



City of Lawton

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

Commentary

File #: 21-369

Agenda Date:

Agenda No:

ITEM TITLE:

Department Roundup - Fire Training

INITIATOR: Chief Adams

STAFF INFORMATION SOURCE:

BACKGROUND:

EXHIBIT:

KEY ISSUES:

FUNDING SOURCE:

STAFF RECOMMENDED COUNCIL ACTION:



Department
Roundup



CITY OF LAWTON

The logo of the Lawton Fire Department is a Maltese cross. The top arm is red with the word "LAWTON" in white. The bottom arm is red with the word "FIRE" in white. The left and right arms are blue with white stars. In the center is a circular seal with a yellow background, featuring a fire hydrant and a fire engine. The words "CITY OF LAWTON" are written around the seal.

Lawton Fire Training Division

MISSION STATEMENT: The mission of the Lawton Fire Department is to serve our community with compassion, loyalty, and utmost integrity by providing rapid and professional incident mitigation, promoting public safety education, and striving for constant improvement through quality training.

LFD Chain of Command

- Fire Chief
 - Fire Operations
 - Fire Prevention
 - Fire Training



Staff

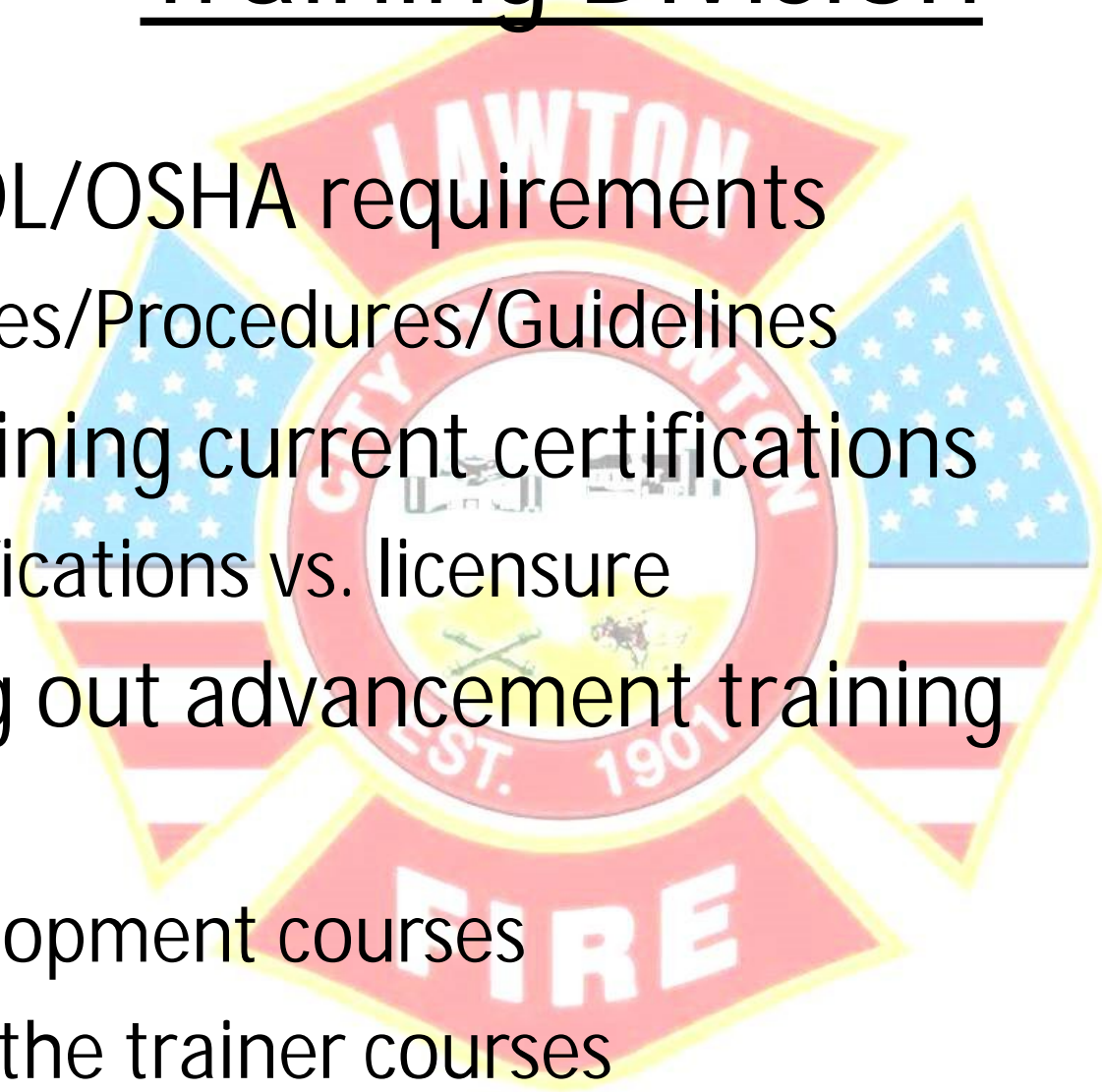
- Training Officer Joshua Brown
- Deputy Training Officer Brandon Bailey
- Administrative Assistant Beverly Signor
- Quantity of recruits contingent on City of Lawton needs

Roles and Responsibilities

- Listed but not limited to:
 - Training Division
 - Training of all new personnel
 - Training of all operations personnel
 - Training of all Prevention personnel
 - Assist in training of outside agencies
 - Assist in training for mutual aid response
 - Assist in community relations programs

Training Division

- LFD/COL/OSHA requirements
 - Policies/Procedures/Guidelines
- Maintaining current certifications
 - Certifications vs. licensure
- Seeking out advancement training
 - FSIO
 - Development courses
 - Train the trainer courses



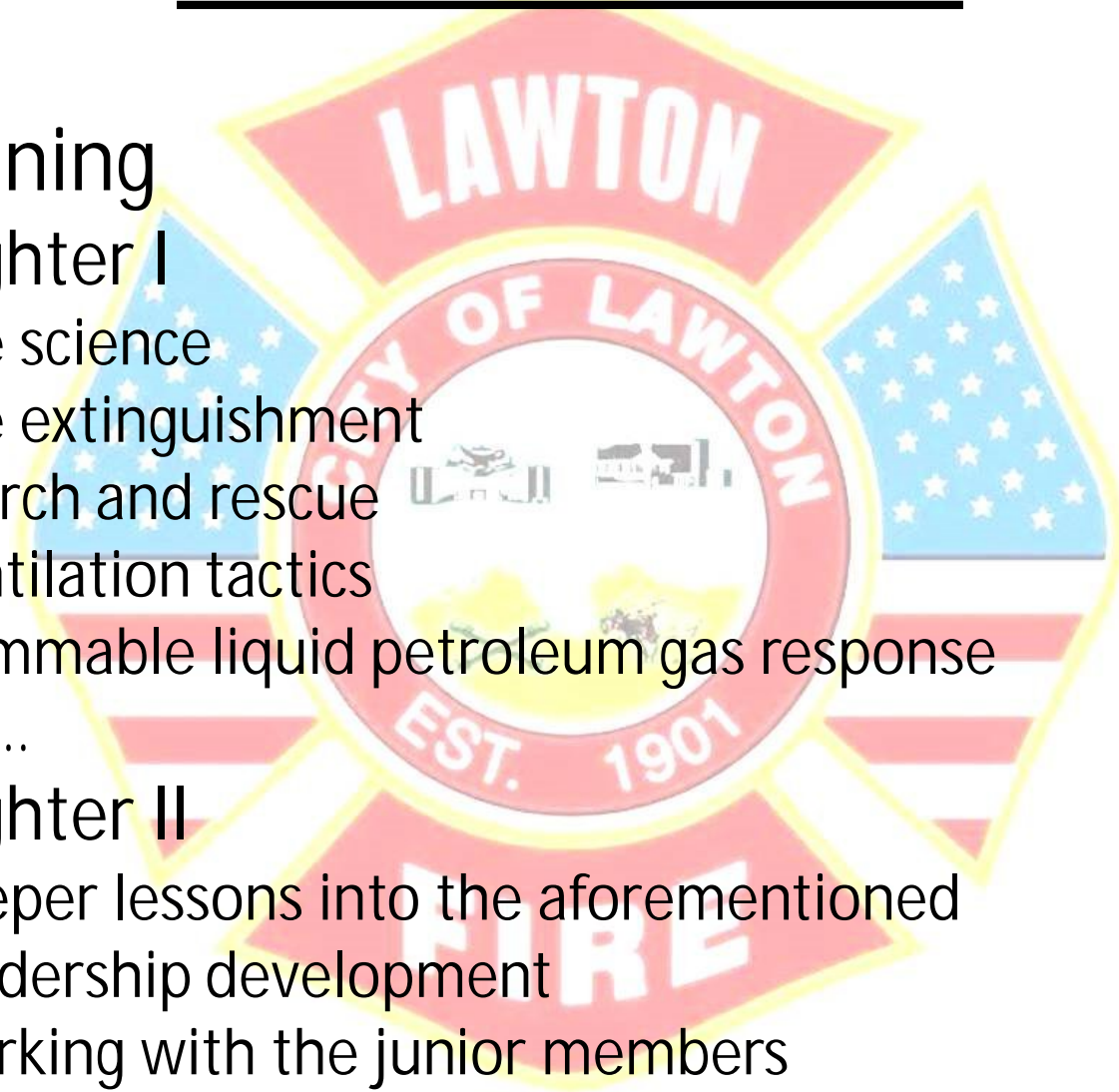
New Personnel

- LFD/COL requirements
 - Policies/Procedures/Guidelines
- OSHA
 - BBP
 - Haz-Comm
 - Sexual Harassment
 - EVOC
- EMS
 - CPR
 - EMT-B
 - Advanced EMT



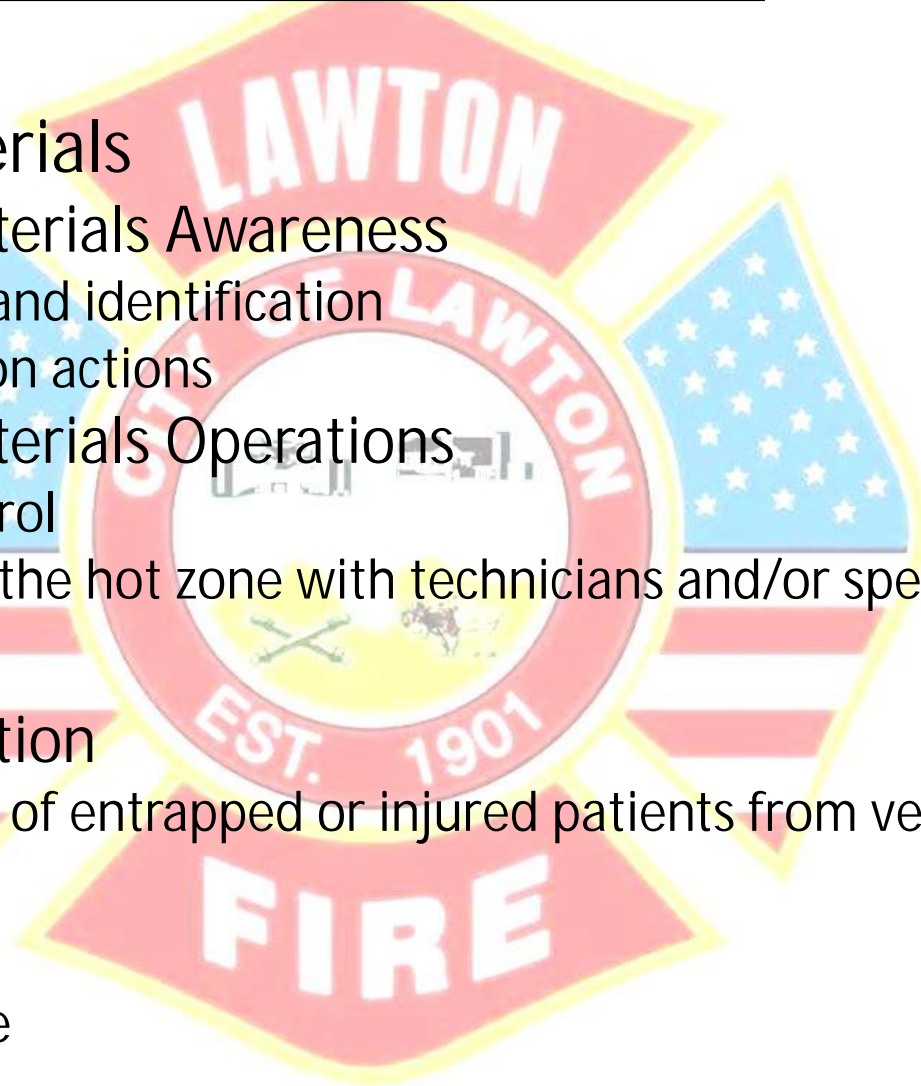
New Personnel

- Fire Training
 - Firefighter I
 - Fire science
 - Fire extinguishment
 - Search and rescue
 - Ventilation tactics
 - Flammable liquid petroleum gas response
 - Etc...
 - Firefighter II
 - Deeper lessons into the aforementioned
 - Leadership development
 - Working with the junior members



New Personnel

- Hazardous Materials
 - Hazardous Materials Awareness
 - Recognition and identification
 - Initial isolation actions
 - Hazardous Materials Operations
 - Product control
 - May work in the hot zone with technicians and/or specialists
- Rescue Courses
 - Vehicle Extrication
 - Safe removal of entrapped or injured patients from vehicle collisions
 - Ropes Rescue I
 - Rappelling
 - Victim rescue



Operations Personnel

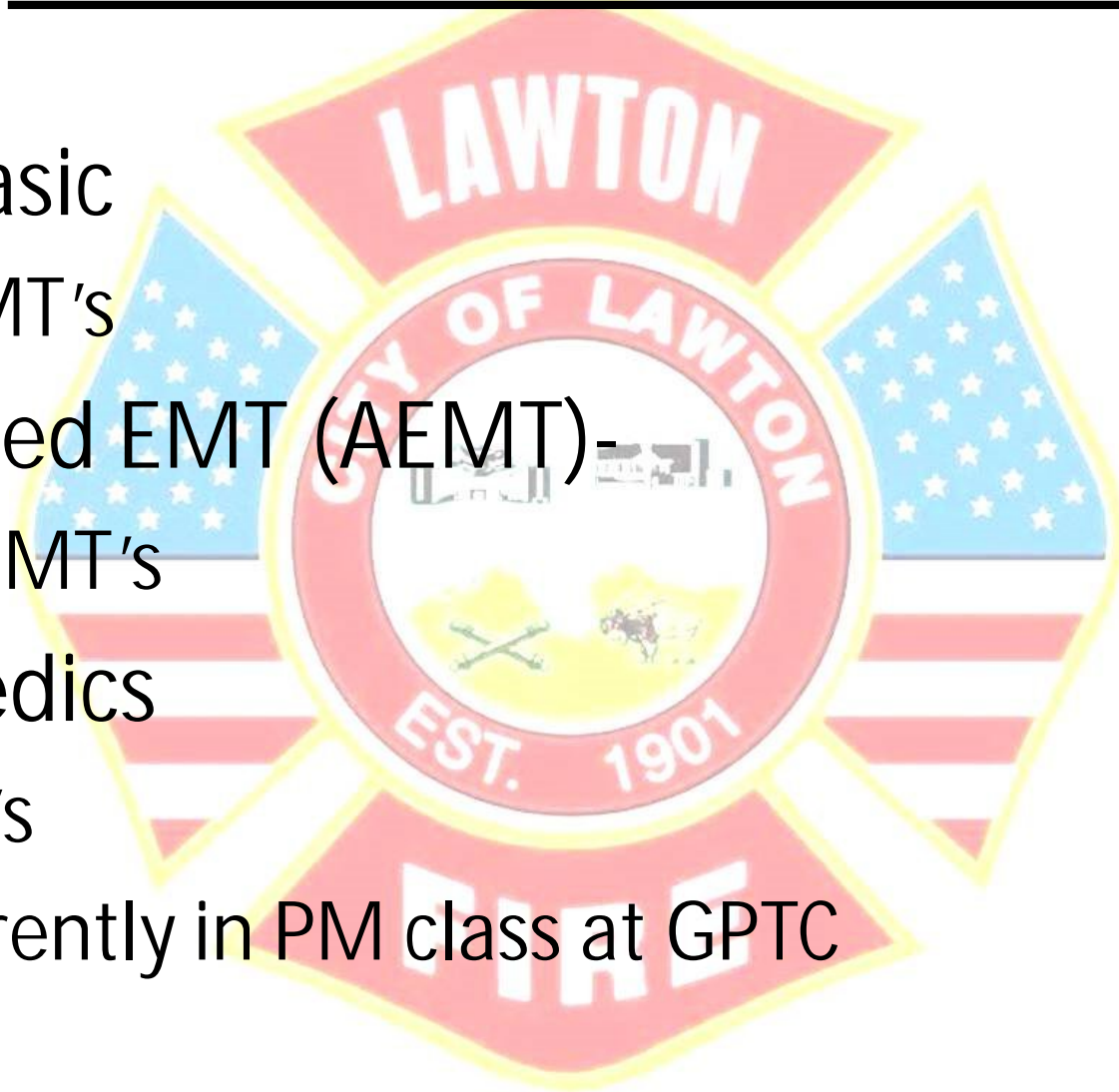
- LFD/COL/OSHA requirements
- Maintaining current certifications
- Hosting or coordinating necessary training
 - Either training personnel or coordinating with an outside agency to train personnel.
 - Driver/Officer/ Rescue/Hazmat etc....
- Introducing latest in innovations in training
 - New techniques or new technologies
- Maintaining ISO credentials
 - Online training format that offers courses and tracks necessary credential requirements.

Prevention Personnel

- LFD/COL/OSHA requirements
- Maintaining current certifications
- Hosting or coordinating necessary training
 - Either training personnel or coordinating with an outside agency to train personnel.
 - Driver/Officer/ Rescue/Hazmat etc....
- Maintaining ISO/CLEET credentials
 - Online training format that offers courses and tracks necessary credential requirements.

Current EMS Licenses

- EMT-Basic
 - 63 EMT's
- Advanced EMT (AEMT)
 - 65 AEMT's
- Paramedics
 - 7 PM's
 - 3 currently in PM class at GPTC



Specialty Response Training

- ARFF
 - 27 members
- Boat Rescue Operator
 - 34 members
- Rescue Technician
 - 41 members
 - Confined Space Technicians
 - Ropes Rescue Technician
 - Trench Operations/Technician
- Hazmat Technicians
 - 71 members
 - Able to respond and mitigate hazardous material releases



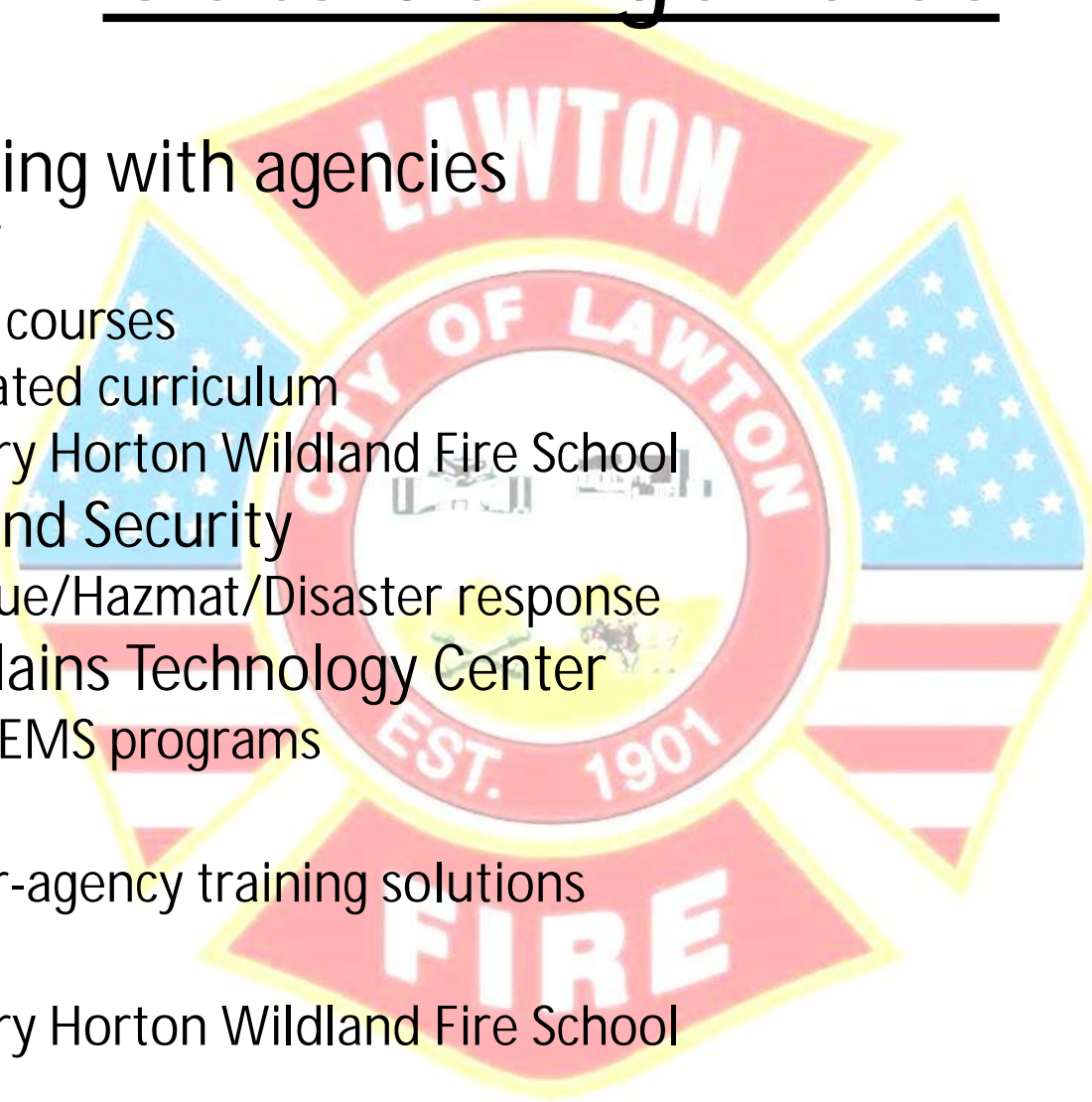
Training the Department

- Firefighter development
 - Courses
- Driver development
 - Courses
- Officer development
 - Courses
 - Seminars
- Firefighter wellness programs
 - Mental
 - Physical
 - Emotional



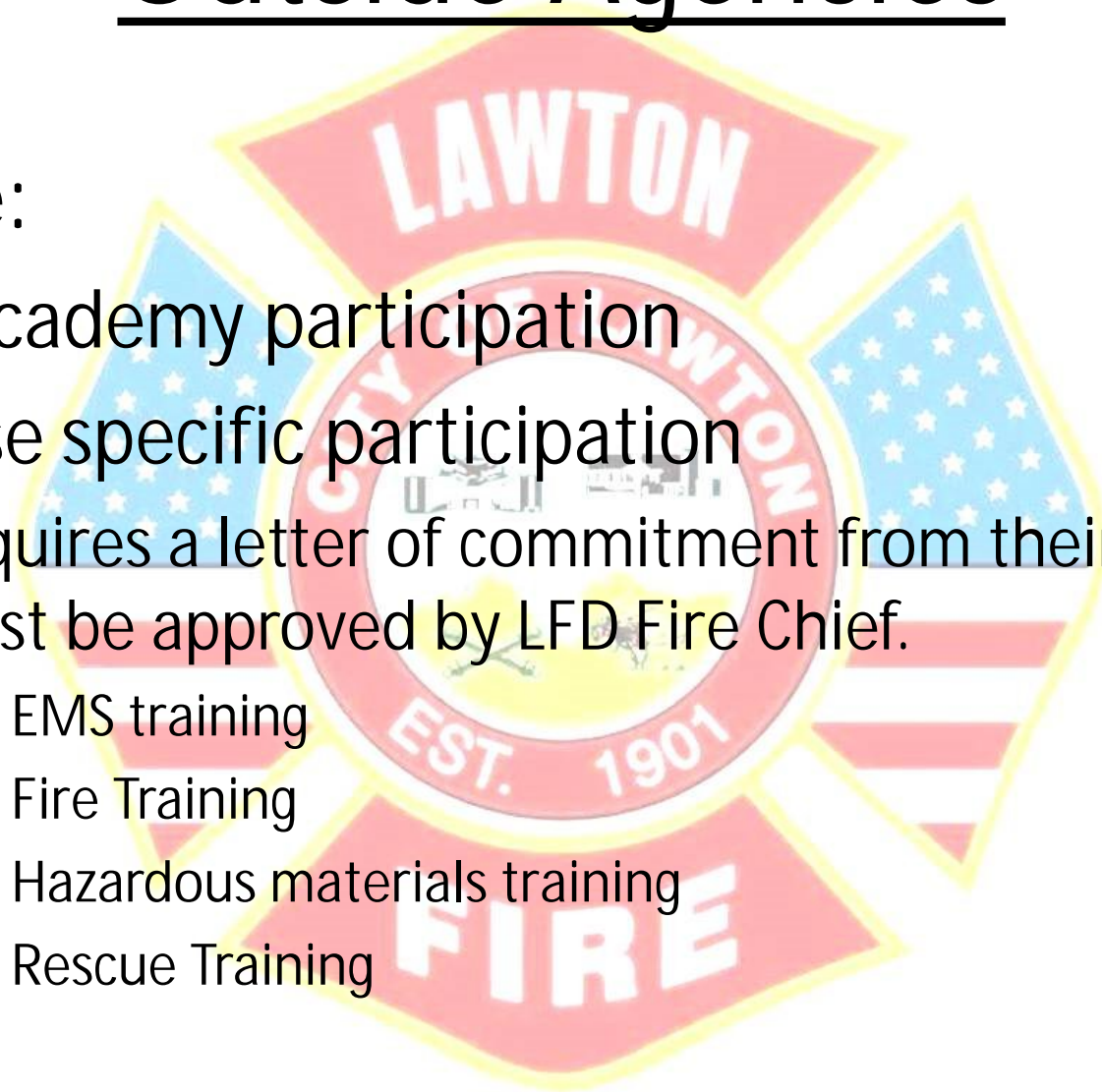
Outside Agencies

- Coordinating with agencies
 - OSUFST
 - New courses
 - Updated curriculum
 - Destry Horton Wildland Fire School
 - Homeland Security
 - Rescue/Hazmat/Disaster response
 - Great Plains Technology Center
 - Fire/EMS programs
 - LPD
 - Inner-agency training solutions
 - Ft. Sill
 - Destry Horton Wildland Fire School
 - Etc...



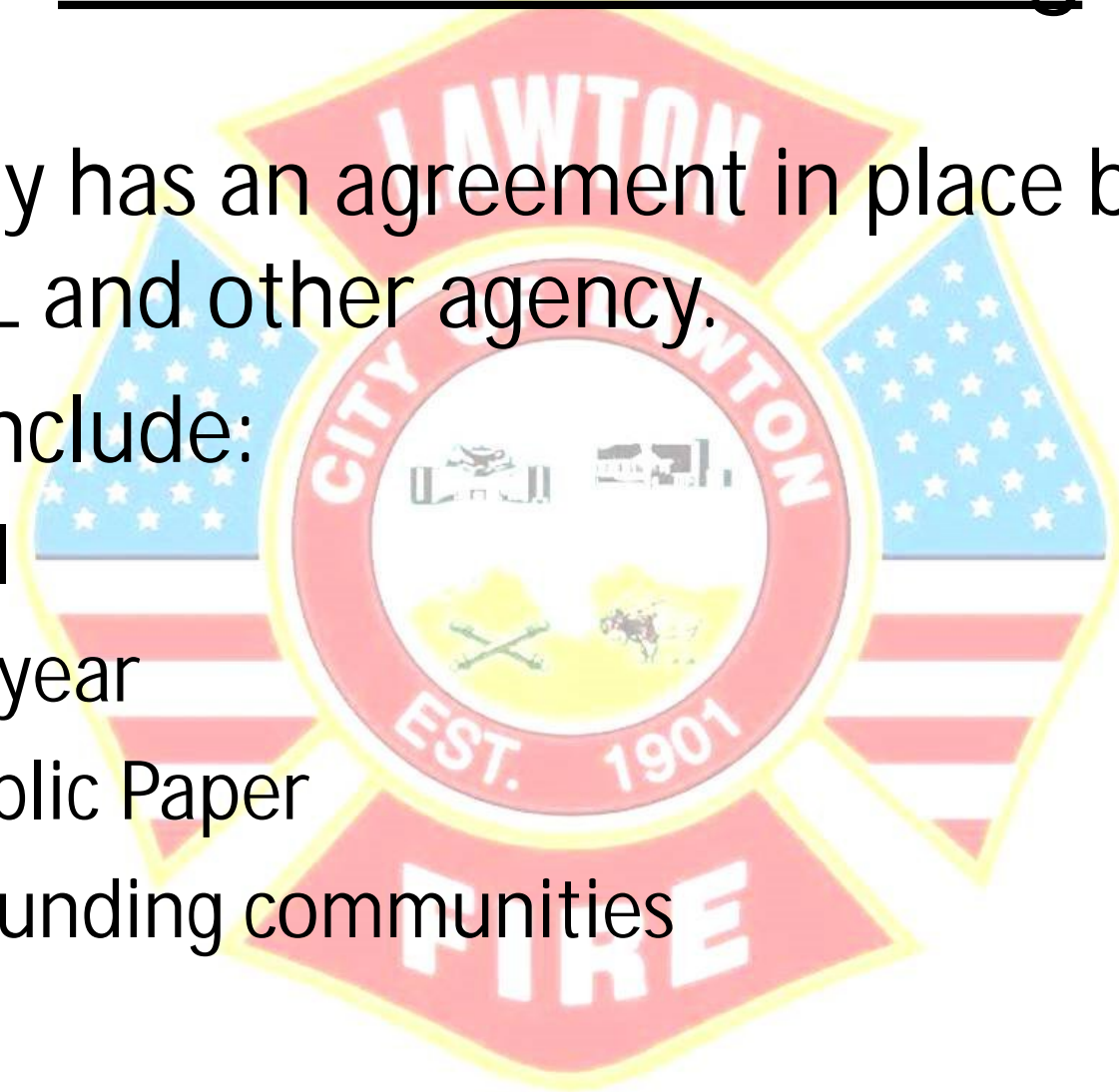
Outside Agencies

- May be:
 - Full academy participation
 - Course specific participation
 - Requires a letter of commitment from their Chief and must be approved by LFD Fire Chief.
 - EMS training
 - Fire Training
 - Hazardous materials training
 - Rescue Training



Mutual Aid Training

- Typically has an agreement in place between the COL and other agency.
- Some include:
 - Ft. Sill
 - Goodyear
 - Republic Paper
 - Surrounding communities



Mutual Aid Training

- Training may consist of
 - Fire Emergencies
 - Wildland or structural
 - Hazmat Incidents
 - Rescue situations
 - Ropes
 - Aquatic
 - Confined Space
 - Trench Collapse
 - Etc...
 - EMS calls
 - Mass causality incidents
 - Lawton Airport Authority
 - Active Shooter Response
 - Disaster response

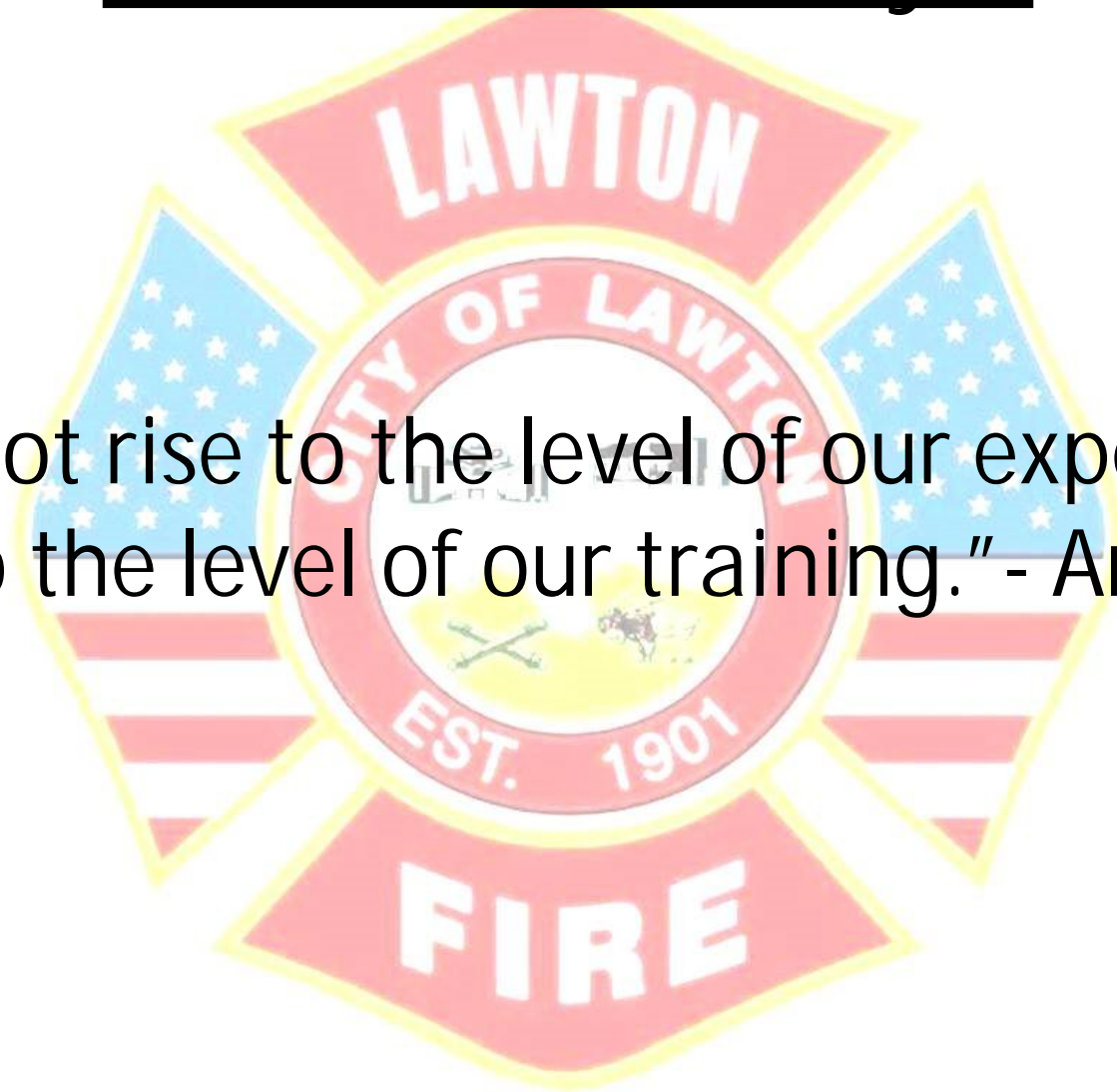


Community Relations

- We take pride in our community and all that visit
 - CPR for seniors
 - Yearly assistance given to the local high schools
 - Public service announcements
 - Heat/ cold related injuries
 - Updates on new department innovations
 - MDA- Fill the Boot
 - Direct community involvement. We like music
 - Christmas for Kids
 - Shopping and bagging
 - Always looking for more ways to give back to the city and surrounding communities
 - Academies are challenged with coming up with new ways to serve the community.

Words to live by...

“We do not rise to the level of our expectations;
we fall to the level of our training.” - Archilochus



Thank you for your time.





City of Lawton

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

Commentary

File #: 21-595

Agenda Date: 11/16/2021

Agenda No:

ITEM TITLE:

Finance Report

INITIATOR: Click or tap here to enter text.

STAFF INFORMATION SOURCE: Click or tap here to enter text.

BACKGROUND: Click or tap here to enter text.

EXHIBIT: Click or tap here to enter text.

KEY ISSUES: Click or tap here to enter text.

FUNDING SOURCE: Click or tap here to enter text.

STAFF RECOMMENDED COUNCIL ACTION: Click or tap here to enter text.

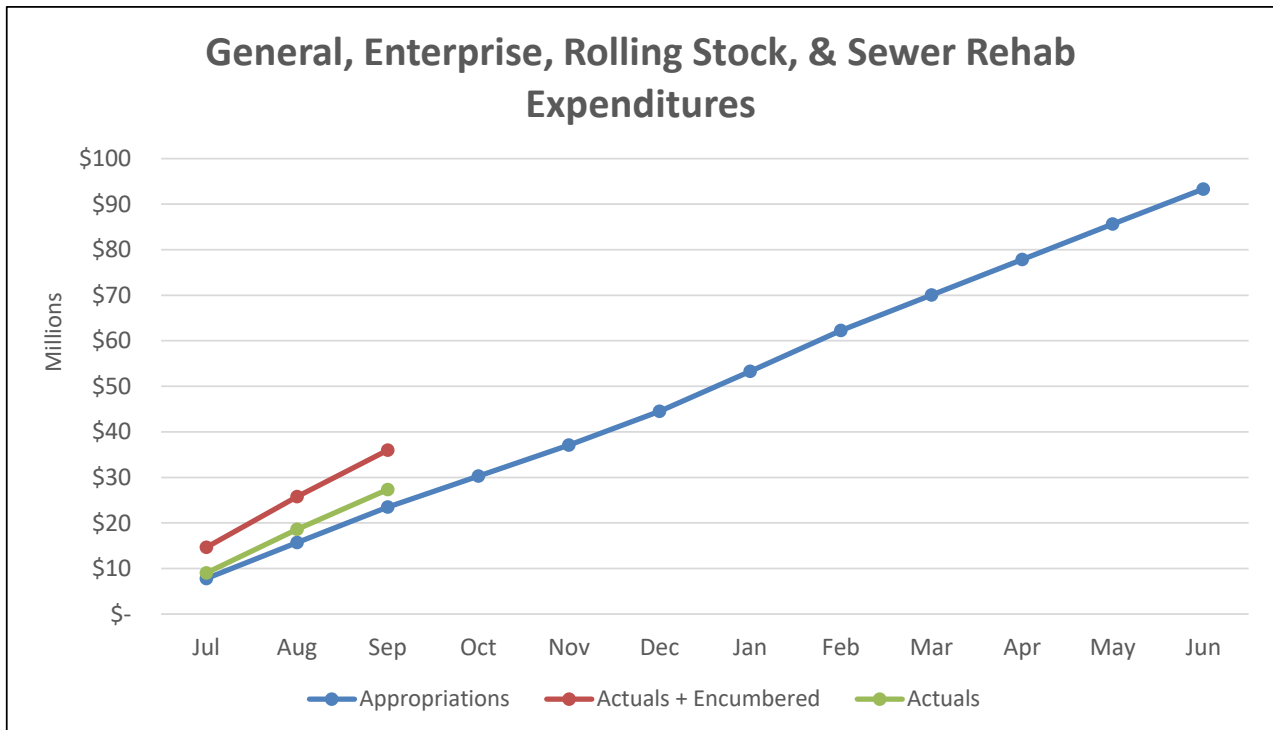
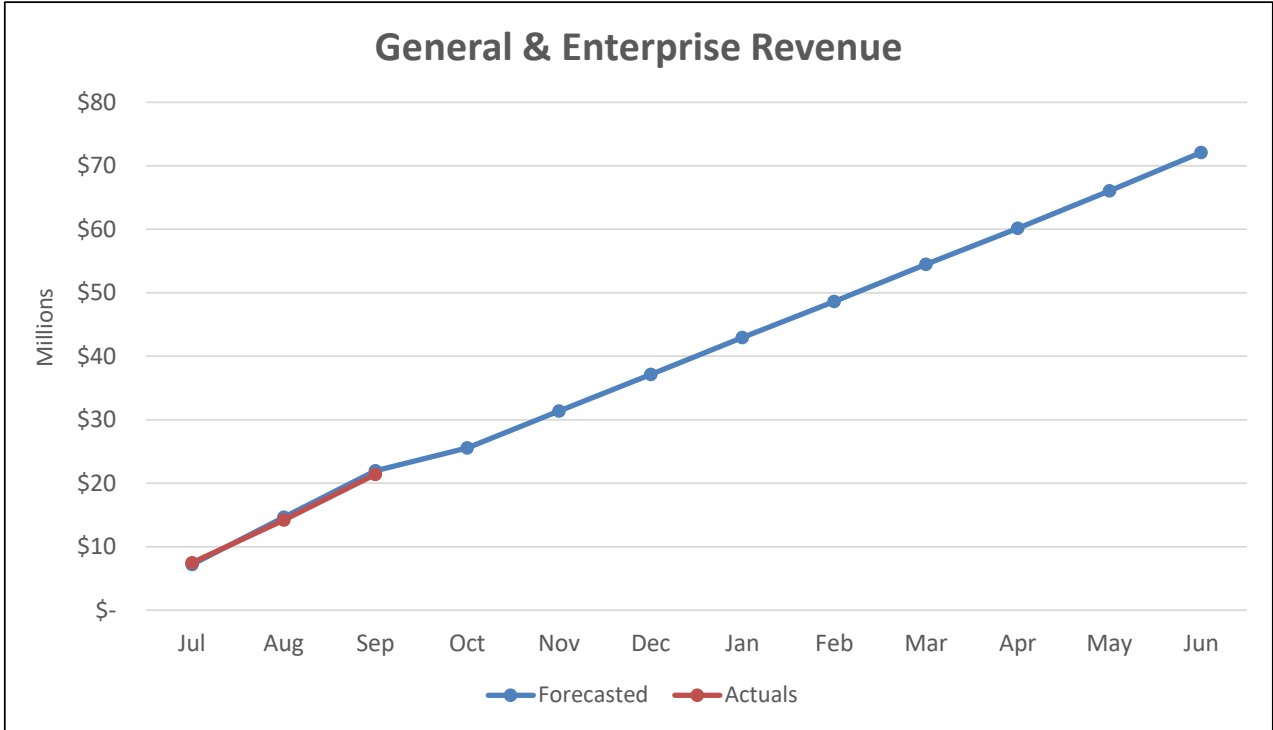
Monthly Financial Reports Fiscal Year 2021 - 2022

For the Month Ended September 30, 2021



**Kristin Huntley
Deputy Finance Director**

City of Lawton
Revenue & Expenditure Highlights
September 30, 2021



City of Lawton
Revenue & Expenditure Highlights
September 30, 2021

<u>Revenue</u>	<u>Actual Sep 2021</u>	<u>Actual Sep 2020</u>	<u>Prior Year \$ Variance</u>	<u>Actual Year-to-Date</u>	<u>Budget to Date</u>	<u>Budget \$ Variance</u>	<u>Budget % Variance</u>			
General Fund										
City Sales Tax	2,181,630	1,983,059	198,571	6,451,085	5,853,497	597,588	10.21%			
Franchise Tax	225,642	212,475	13,167	567,591	499,170	68,421	13.71%			
Police Fines	138,306	187,809	(49,503)	392,306	453,096	(60,790)	-13.42%			
Use Tax	503,577	495,830	7,747	1,576,275	1,602,198	(25,923)	-1.62%			
All Other General Fund	493,250	758,983	(265,733)	1,705,951	1,752,362	(46,411)	-2.65%			
Total General Fund	3,542,404	3,638,155	(95,751)	10,693,208	10,160,322	532,885	5.24%			
Enterprise Fund										
Water	1,871,534	1,838,545	32,989	5,246,469	5,952,422	(705,953)	-11.86%			
Sewer	894,242	804,434	89,808	2,435,401	2,574,550	(139,149)	-5.40%			
Refuse	878,984	1,050,276	(171,292)	3,021,253	3,280,988	(259,735)	-7.92%			
Total Enterprise Fund	3,644,761	3,693,256	(48,494)	10,703,123	11,807,959	(1,104,836)	-9.36%			
Total General & Enterprise Revenue	\$ 7,187,165	\$ 7,331,411	\$ (144,246)	\$ 21,396,330	\$ 21,968,281	\$ (571,951)	-2.60%			
Expenditures								Budget Variance with Actuals	Budget Variance without Encumbrances	
	<u>Actual Sep 2021</u>	<u>Actual Sep 2020</u>	<u>Prior Year \$ Variance</u>	<u>Actual Year-to-Date</u>	<u>Budget to Date</u>	<u>Budget \$ Variance</u>	<u>Budget % Variance</u>	<u>Actual Year-to-Date</u>	<u>Budget \$ Variance</u>	<u>Budget % Variance</u>
General Fund	\$ 9,223,502	\$ 7,430,114	\$ 1,793,388	\$ 21,058,144	\$ 15,993,445	\$ 5,064,700	31.67%	\$ 16,491,310	\$ 497,865	3.11%
(encumbrances)				\$ 4,566,834						
Enterprise Fund	\$ 5,669,489	\$ 4,764,182	\$ 905,307	\$ 11,548,680	\$ 5,236,826	\$ 6,311,854	120.53%	\$ 9,524,195	\$ 4,287,369	81.87%
(encumbrances)				\$ 2,024,485						
Capital Outlay/Rolling Stock	\$ 1,202,705	\$ 845,747	\$ 356,958	\$ 1,566,867	\$ 673,989	\$ 892,878	132.48%	\$ 615,621	\$ (58,368)	-8.66%
(encumbrances)				\$ 951,246						
Sewer System Rehab	\$ 1,313,154	\$ 1,150,148	\$ 163,006	\$ 1,812,938	\$ 1,610,203	\$ 202,735	12.59%	\$ 712,509	\$ (897,693)	-55.75%
(encumbrances)				\$ 1,100,428						
Total Expenditures	\$ 17,408,849	\$ 14,190,190	\$ 3,218,659	\$ 35,986,629	\$ 23,514,462	\$ 12,472,167	53.04%	\$ 27,343,635	\$ 3,829,173	16.28%
(encumbrances)				8,642,994						

**CITY OF LAWTON-GENERAL FUND
REVENUE COLLECTION COMPARISON
9/30/2021**

TIME: 25.00%

	CURRENT MONTH			YEAR TO DATE			ESTIMATED REVENUE	
	2021	2020		2021	2020	%		
	SEPTEMBER	SEPTEMBER		SEPTEMBER	SEPTEMBER			
CITY SALES TAX	2,181,630	1,983,059	10.01%	6,451,085	6,026,363	7.05%	23,330,000	27.65%
FRANCHISE & ORD	225,642	212,475	6.20%	567,591	551,577	2.90%	2,100,000	27.03%
USE TAX	503,577	495,830	1.56%	1,576,275	1,534,691	2.71%	6,293,000	25.05%
GASOLINE TAX	14,446	13,939	3.63%	43,701	40,160	8.82%	220,000	19.86%
VEHICLE LICENSE	67,728	124,019	-45.39%	198,611	174,355	13.91%	655,000	30.32%
ALCOHOLIC BEVERAGE TAX	50,318	124,491	-59.58%	142,631	213,401	-33.16%	510,000	27.97%
LAWTON TOWN CENTER	58,828	38,810	51.58%	184,350	131,062	40.66%	648,078	28.45%
TOBACCO TAX	41,603	40,807	1.95%	121,369	119,703	1.39%	470,000	25.82%
USE TAX-LAWTON TOWN CENTER	5,548	2,171	155.55%	12,741	7,538	69.03%	35,000	36.40%
CITY SALES TAX - MEDICAL MARIJUANA	34,632	49,170	-29.57%	112,001	143,215	-21.80%	440,000	25.45%
POLICE FINES & BONDS	138,306	187,809	-26.36%	392,306	481,273	-18.49%	1,740,000	22.55%
COURT CREDIT CARD CHARGES	4,151	-		11,731	-		1,624,480	0.72%
COURT TECHNOLOGY FEE	24,456	-		65,226	-		167,210	39.01%
BOND COLLECTIONS	560	-		1,120	-		-	
BUILDING & SAFETY REVENUE	75,312	28,123	167.79%	192,048	97,887	96.19%	420,000	45.73%
GARAGE SALE PERMITS	185	230	-19.57%	1,510	1,035	45.89%	4,800	31.46%
ALCOHOLIC BEVERAGE LIC.	-	-		-	-		143,000	0.00%
OTHER BUSINESS LIC	33,890	10,915	210.49%	62,885	29,075	116.29%	85,000	73.98%
ZONING/PLAT/REVOKABLE PERMITS	1,706	1,175	45.17%	15,189	14,890	2.01%	50,950	29.81%
RECREATION REVENUE	4,895	-		17,768	(435)	-4184.50%	45,132	39.37%
BOAT & SKI PERMITS	758	955	-20.60%	3,190	7,276	-56.16%	145,000	2.20%
CAMPING FEES	31,489	22,898	37.52%	93,611	81,936	14.25%	220,000	42.55%
LEASES & RENTAL	395	-		6,020	6,560	-8.23%	18,000	33.44%
HUNT & FISH PERMITS	1,223	-		4,676	-		35,000	13.36%
RECREATIONAL VEHICLE PERMITS	100	-		894	-		7,500	11.92%
ANIMAL CONTROL	7,555	28,747	-73.72%	26,844	86,701	-69.04%	363,997	7.37%
MISCELLANEOUS REVENUE	17,892	257,275	-93.05%	327,313	307,000	6.62%	470,000	69.64%
INTEREST EARNED	2,205	9,674	-77.20%	7,748	25,444	-69.55%	44,000	17.61%
CEMETERY REVENUE	5,050	3,769	34.00%	24,025	14,456	66.19%	65,000	36.96%
LIBRARY REVENUE	586	203	189.27%	1,995	1,371	45.58%	10,000	19.95%
TOWN HALL RECEIPTS	-	-		-	-		-	
COPY SALES	972	982	-1.00%	2,399	3,256	-26.32%	9,500	25.25%
SALE - PROPERTY	-	-		-	-		22,000	0.00%
INSURANCE PROCEEDS	-	-		13,009	-		40,000	32.52%
CRIME STOPPERS	-	-		-	-		-	
GIFTS AND MEMORIALS	226	-		2,747	-		500	549.40%
PUBLICATION FEES	1,385	-		3,445	-		6,600	52.20%
AUDITORIUM RENT	-	-		-	-		-	
TRANSFER - OTHER FDS	5,156	630	718.43%	5,156	2,526	104.15%	33,700	15.30%
OTHER GRANTS	-	-		-	13,330	-100.00%	-	
	3,542,404	3,638,155	-2.63%	10,693,208	10,115,645	5.71%	40,472,447	26.42%
CAP.IMP.-2019	<u>2,354,779</u>	<u>2,166,657</u>	8.68%	<u>7,106,646</u>	<u>6,660,608</u>	6.70%	<u>26,185,000</u>	27.14%
	2,354,779	2,166,657	8.68%	7,106,646	6,660,608	6.70%	26,185,000	27.14%
GRAND TOTALS	<u>5,897,183</u>	<u>5,804,812</u>	1.59%	<u>17,799,853</u>	<u>16,776,252</u>	6.10%	<u>66,657,447</u>	<u>26.70%</u>
Inc/Dec		92,371			1,023,601			

**CITY OF LAWTON - ENTERPRISE FUND
REVENUE COLLECTION COMPARISON
9/30/2021**

TIME: 25.00%

	CURRENT MONTH			YEAR TO DATE			ESTIMATED REVENUES	%
	2021 SEPTEMBER	2020 SEPTEMBER	%	2021 SEPTEMBER	2020 SEPTEMBER	%		
WATER REVENUE:								
WATER (TRANSFER)	1,827,898	1,782,893	2.52%	5,125,867	5,535,807	-7.41%	18,777,500	29.48%
WATER TAPS	5,939	2,137	177.95%	11,985	11,305	6.02%	36,000	31.40%
OTHER WATER REV	37,698	53,516	-29.56%	108,617	150,062	-27.62%	450,000	33.35%
TOTAL WATER REVENUE	<u>1,871,534</u>	<u>1,838,545</u>	1.79%	<u>5,246,469</u>	<u>5,697,174</u>	-7.91%	<u>19,263,500</u>	<u>29.57%</u>
SEWER REVENUE:								
WASTERWATER EFF.	8,138	8,138	0.00%	24,414	24,414	0.00%	99,500	24.54%
SEWER SERVICE	886,104	796,296	11.28%	2,410,987	2,478,389	-2.72%	9,338,000	26.54%
TOTAL SEWER REVENUE	<u>894,242</u>	<u>804,434</u>	11.16%	<u>2,435,401</u>	<u>2,502,803</u>	-2.69%	<u>9,437,500</u>	<u>26.52%</u>
REFUSE REVENUE:								
REFUSE COLLECTION	742,899	746,165	-0.44%	2,292,859	2,240,518	2.34%	9,135,000	24.53%
LANDFILL FEES *	136,085	304,112	-55.25%	728,393	1,151,055	-36.72%	3,552,500	32.40%
TOTAL REFUSE REVENUE	<u>878,984</u>	<u>1,050,276</u>	-16.31%	<u>3,021,253</u>	<u>3,391,573</u>	-10.92%	<u>12,687,500</u>	<u>26.73%</u>
TOTAL UTILITIES REVENUES	<u>3,644,761</u>	<u>3,693,256</u>	-1.31%	<u>10,703,123</u>	<u>11,591,550</u>	-7.66%	<u>41,388,500</u>	<u>28.01%</u>

**CITY OF LAWTON - SPECIAL REVENUE
REVENUE COLLECTION
9/30/2021**

TIME: 25.00%

	CURRENT MONTH		ESTIMATED REVENUES	%
	FY 20-21 SEPTEMBER	FY 20-21 YEAR TO DATE		
ADDITIONAL REVENUES:				
WAURIKA SURCHARGE	\$ 283,867	\$ 877,317	\$ 3,530,000	24.85%
WASTEWATER MAINTENANCE	10,624	31,559	118,000	26.75%
DRAINAGE MAINTENANCE	70,657	218,332	880,000	24.81%
PUMPING FEE	16,461	43,150	200,000	21.58%
SEWER REHABILITATION	1,410,892	1,826,959	6,387,278	28.60%
HOTEL MOTEL **	165,555	550,861	1,620,000	34.00%
STORMWATER MITIGATION	26,513	81,927	331,700	24.70%
CAPITAL OUTLAY	248,552	765,703	2,800,000	27.35%
	<u>\$ 2,233,120</u>	<u>\$ 4,395,808</u>	<u>\$ 15,866,978</u>	<u>27.70%</u>

** hotel motel funding excluding restricted
TIF funding.

City of Lawton, Ok
Operating Funds
Statement of Appropriation Versus Expenditures & Encumbrances
Month Ended September, 2021

<u>Fund/Object Category</u>	<u>Annual Appropriations</u>	<u>Current Month Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>YTD % Exp.</u>	<u>Encumbrances Outstanding</u>	<u>Remaining Appropriations</u>
FUND: 100 GENERAL FUND	\$ 63,973,778	\$ 4,656,667	\$ 16,491,310	25.78%	\$ 4,566,834	42,915,634
FUND: 110 STORMWATER MANAGEMENT	110,127	28,256	97,652	23.24%	4,632	317,882
FUND: 200 SPECIAL REVENUE	716,414	480	6,634	0.93%	460,764	249,016
FUND: 210 DRAINAGE MAINTENANCE	1,043,748	73,784	196,541	18.83%	115,602	731,605
FUND: 230 HOTEL MOTEL	1,870,000	196,706	312,304	16.70%	1,364,255	193,441
FUND: 250 & 255 E-911 AND CELLULAR FEE FUND	3,742,826	159,012	488,054	13.04%	126,946	3,127,826
FUND: 260 CDBG FUND	2,259,247	226,172	420,807	18.63%	270,264	1,568,176
FUND: 265 GRANT FUND	209,560	14,100	29,051	13.86%	4,703	175,806
FUND: 400 ROLLING STOCK	2,695,955	251,459	615,621	22.83%	951,246	1,129,088
FUND: 700 ENTERPRISE FUND	20,947,304	3,645,004	9,524,195	45.47%	2,024,485	9,398,624
FUND: 710 SEWER REHAB	6,440,810	212,725	712,509	11.06%	1,100,428	4,627,873
FUND: 800 INFORMATION TECHNOLOGY	2,511,015	182,508	514,305	20.48%	134,272	1,862,438
	<u>\$ 106,520,785</u>	<u>\$ 9,646,872</u>	<u>\$ 29,408,982</u>		<u>\$ 11,124,432</u>	<u>\$ 66,297,410</u>

City of Lawton, OK
Operating Funds
Statement of Appropriations versus Expenditures & Encumbrances
Month Ended September, 2021

<u>Fund/Object Category</u>	<u>Annual</u> <u>Appropriations</u>	<u>Current</u> <u>Month</u> <u>Expenditures</u>	<u>Year-to-Date</u> <u>Expenditures</u>	<u>YTD</u> <u>%Exp</u>	<u>Encumbrances</u> <u>Outstanding</u>	<u>Remaining</u> <u>Appropriations</u>
FUND: 100 GENERAL FUND						
MANAGERIAL						
Personnel Services	1,123,618	99,320	313,049	27.86%	-	810,569
Materials and Supplies	39,400	2,017	3,705	9.40%	5,694	30,001
Other Services and Charges	781,975	20,339	127,796	16.34%	216,628	437,552
Capital Outlay	19,100	-	-	0.00%	-	19,100
DEPT TOTAL	<u>1,964,093</u>	<u>121,676</u>	<u>444,550</u>	22.63%	<u>222,322</u>	<u>1,297,221</u>
HUMAN RESOURCES						
Personnel Services	706,400	43,571	143,294	20.29%	-	563,106
Materials and Supplies	11,472	7	456	3.97%	2,281	8,735
Other Services and Charges	120,630	3,129	65,833	54.57%	86,329	(31,532)
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>838,502</u>	<u>46,707</u>	<u>209,583</u>	24.99%	<u>88,610</u>	<u>540,309</u>
LEGAL						
Personnel Services	1,023,125	72,498	250,074	24.44%	-	773,051
Materials and Supplies	25,800	-	2,889	11.20%	4,431	18,480
Other Services and Charges	310,777	3,250	18,453	5.94%	34,251	258,074
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>1,359,702</u>	<u>75,749</u>	<u>271,415</u>	19.96%	<u>38,682</u>	<u>1,049,605</u>
FINANCE						
Personnel Services	1,020,225	65,640	272,406	26.70%	214,775	533,043
Materials and Supplies	79,173	31,515	42,626	53.84%	31,012	5,534
Other Services and Charges	2,815,673	123,976	861,726	30.60%	671,441	1,282,506
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>3,915,071</u>	<u>221,132</u>	<u>1,176,758</u>	30.06%	<u>917,228</u>	<u>1,821,084</u>
INFORMATION TECHNOLOGY (GIS)						
Personnel Services	227,825	15,178	46,960	20.61%	-	180,865
Materials and Supplies	59,458	216	216	0.36%	-	59,242
Other Services and Charges	5,860	-	76	1.30%	-	5,784
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>293,143</u>	<u>15,393</u>	<u>47,252</u>	16.12%	<u>-</u>	<u>245,891</u>
LIBRARY						
Personnel Services	875,250	56,857	196,038	22.40%	2,442	676,771
Materials and Supplies	106,268	7,161	32,685	30.76%	14,420	59,163
Other Services and Charges	103,501	19,378	40,103	38.75%	26,453	36,944
Capital Outlay	16,000	13,450	13,450	0.00%	-	2,550
DEPT TOTAL	<u>1,101,018</u>	<u>96,846</u>	<u>282,276</u>	25.64%	<u>43,315</u>	<u>775,428</u>
MUNICIPAL COURT						
Personnel Services	528,200	47,664	156,260	29.58%	-	371,940
Materials and Supplies	9,030	883	883	9.78%	516	7,631
Other Services and Charges	10,307	6,947	49,138	476.75%	151	(38,983)
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>547,537</u>	<u>55,495</u>	<u>206,281</u>	37.67%	<u>667</u>	<u>340,588</u>
PLANNING						
Personnel Services	462,690	18,447	61,815	13.36%	2,055	398,821
Materials and Supplies	4,900	291	873	17.81%	522	3,505
Other Services and Charges	10,155	219	2,641	26.00%	6,559	956
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>477,745</u>	<u>18,957</u>	<u>65,328</u>	13.67%	<u>9,136</u>	<u>403,281</u>

City of Lawton, OK
Operating Funds
Statement of Appropriations versus Expenditures & Encumbrances
Month Ended September, 2021

<u>Fund/Object Category</u>	<u>Annual</u> <u>Appropriations</u>	<u>Current</u> <u>Month</u> <u>Expenditures</u>	<u>Year-to-Date</u> <u>Expenditures</u>	<u>YTD</u> <u>%Exp</u>	<u>Encumbrances</u> <u>Outstanding</u>	<u>Remaining</u> <u>Appropriations</u>
FUND: 100 GENERAL FUND						
COMMUNITY SERVICES						
Personnel Services	1,081,740	66,902	270,728	25.03%	-	811,012
Materials and Supplies	20,140	886	2,327	11.55%	3,847	13,966
Other Services and Charges	50,563	418	5,963	11.79%	856	43,745
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>1,152,443</u>	<u>68,206</u>	<u>279,017</u>	<u>24.21%</u>	<u>4,703</u>	<u>868,723</u>
PARKS AND RECREATION						
Personnel Services	3,943,774	284,295	987,943	25.05%	242,402	2,713,428
Materials and Supplies	788,579	30,226	75,887	9.62%	87,803	624,889
Other Services and Charges	1,568,380	128,143	454,939	29.01%	784,440	329,001
Capital Outlay	-	32,559	64,695	0.00%	16,074	(80,769)
DEPT TOTAL	<u>6,300,733</u>	<u>475,223</u>	<u>1,583,464</u>	<u>25.13%</u>	<u>1,130,719</u>	<u>3,586,549</u>
PUBLIC WORKS						
Personnel Services	3,522,105	216,931	767,947	21.80%	9,051	2,745,106
Materials and Supplies	4,940,815	380,318	1,164,764	23.57%	1,292,684	2,483,367
Other Services and Charges	137,375	6,277	23,990	17.46%	48,644	64,741
Capital Outlay	134,486	-	-	0.00%	113,708	20,778
DEPT TOTAL	<u>8,734,781</u>	<u>603,525</u>	<u>1,956,702</u>	<u>22.40%</u>	<u>1,464,087</u>	<u>5,313,992</u>
ENGINEERING						
Personnel Services	1,011,250	62,483	224,761	22.23%	-	786,489
Materials and Supplies	19,810	7,883	9,063	45.75%	1,033	9,714
Other Services and Charges	127,075	10,484	17,359	13.66%	14,217	95,499
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>1,158,135</u>	<u>80,851</u>	<u>251,183</u>	<u>21.69%</u>	<u>15,249</u>	<u>891,703</u>
POLICE						
Personnel Services	18,097,241	1,381,076	4,710,948	26.03%	4,835	13,381,458
Materials and Supplies	757,890	29,601	94,573	12.48%	107,634	555,683
Other Services and Charges	631,050	36,970	131,208	20.79%	339,584	160,258
Capital Outlay	-	-	161	0.00%	39	(200)
DEPT TOTAL	<u>19,486,181</u>	<u>1,447,647</u>	<u>4,936,890</u>	<u>25.34%</u>	<u>452,092</u>	<u>14,097,199</u>
FIRE						
Personnel Services	12,911,480	1,033,374	3,905,660	30.25%	-	9,005,820
Materials and Supplies	493,736	38,094	90,762	18.38%	116,219	286,755
Other Services and Charges	243,633	8,138	35,228	14.46%	75,996	132,408
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>13,648,849</u>	<u>1,079,606</u>	<u>4,031,650</u>	<u>29.54%</u>	<u>192,215</u>	<u>9,424,983</u>
TRANSFERS						
INFORMATION TECH - FUND 800	1,004,406	83,701	251,101.50	25.00%	-	753,305
GEOGRAPHIC INFORM SYS - FUND 700	175,886	14,657	43,971.50	25.00%	-	131,915
EMER COMM - FUND 250/255	1,238,660	103,222	309,665.00	25.00%	-	928,995
WASTEWATER MAINT - FUND 700	576,894	48,075	144,223.50	25.00%	-	432,671
TRANSFER TOTAL	<u>2,995,846</u>	<u>249,654</u>	<u>748,962</u>	<u>25.00%</u>	<u>-</u>	<u>2,246,885</u>
GENERAL FUND	<u>63,973,778</u>	<u>4,656,667</u>	<u>16,491,310</u>	<u>25.78%</u>	<u>4,579,026</u>	<u>42,903,442</u>

City of Lawton, OK
Operating Funds
Statement of Appropriations versus Expenditures & Encumbrances
Month Ended September, 2021

<u>Fund/Object Category</u>	<u>Annual Appropriations</u>	<u>Current Month Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>YTD %Exp</u>	<u>Encumbrances Outstanding</u>	<u>Remaining Appropriations</u>
FUND: 700 ENTERPRISE FUND						
FINANCE						
Personnel Services	992,225	69,194	246,018	24.79%	-	746,207
Materials and Supplies	395,255	69,317	103,492	26.18%	37,704	254,060
Other Services and Charges	4,213,062	-	1,228,526	29.16%	116,900	2,867,636
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>5,600,542</u>	<u>138,511</u>	<u>1,578,035</u>	<u>28.18%</u>	<u>154,604</u>	<u>3,867,903</u>
PUBLIC WORKS						
Personnel Services	2,675,005	181,010	641,642	23.99%	32,475	2,000,888
Materials and Supplies	526,394	9,013	42,226	8.02%	67,381	416,788
Other Services and Charges	128,729	18,393	28,635	22.24%	30,629	69,465
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>3,330,128</u>	<u>208,417</u>	<u>712,503</u>	<u>21.40%</u>	<u>130,484</u>	<u>2,487,141</u>
PUBLIC UTILITIES						
Personnel Services	4,496,550	416,396	1,266,491	28.17%	74,181	3,155,878
Materials and Supplies	4,305,618	414,935	1,280,211	29.73%	1,173,103	1,852,304
Other Services and Charges	1,531,971	105,013	366,331	23.91%	492,113	673,527
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	<u>10,334,139</u>	<u>936,344</u>	<u>2,913,033</u>	<u>28.19%</u>	<u>1,739,397</u>	<u>5,681,709</u>
TRANSFERS						
INFORMATION TECH - FUND 800	1,506,609	125,551	376,652.25	25.00%	-	1,129,957
INFORM TECH/GIS - FUND 100	175,886	14,657	43,971.50	25.00%	-	131,915
TRANSFER TOTAL	<u>1,682,495</u>	<u>140,208</u>	<u>420,624</u>	<u>25.00%</u>	<u>-</u>	<u>1,261,871</u>
FUND TOTAL	<u>20,947,304</u>	<u>1,423,480</u>	<u>5,624,195</u>	<u>26.85%</u>	<u>2,024,485</u>	<u>13,298,624</u>

City of Lawton, OK
 Operating Funds
 Statement of Appropriations versus Expenditures & Encumbrances
 Month Ended September, 2021

<u>Fund/Object Category</u>	<u>Annual Appropriations</u>	<u>Current Month Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>YTD %Exp</u>	<u>Encumbrances Outstanding</u>	<u>Remaining Appropriations</u>
FUND: 200 SPECIAL REVENUE FUND						
MUNICIPAL COURT						
Other Services and Charges	440,000	-	-	0.00%	440,000	-
DEPT TOTAL	440,000	-	-	0.00%	440,000	-
COMMUNITY SERVICES						
Other Services and Charges	29,176	-	-	0.00%	-	29,176
DEPT TOTAL	29,176	-	-	0.00%	-	29,176
PARKS AND RECREATION						
Other Services and Charges	5,500	-	-	0.00%	-	5,500
Capital Outlay	19,085	-	-	0.00%	-	19,085
DEPT TOTAL	24,585	-	-	0.00%	-	24,585
POLICE						
Other Services and Charges	77,041	-	962	1.25%	-	76,080
DEPT TOTAL	77,041	-	962	1.25%	-	76,080
FIRE						
Materials and Supplies	26,708	-	-	0.00%	18,424	8,284
Other Services and Charges	111,405	480	5,673	5.09%	2,340	103,392
Capital Outlay	7,500	-	-	0.00%	-	7,500
DEPT TOTAL	145,613	480	5,673	3.90%	20,764	119,176
FUND TOTAL	716,414	480	6,634	0.93%	460,764	249,016

City of Lawton, OK
Operating Funds
Statement of Appropriations versus Expenditures & Encumbrances
Month Ended September, 2021

<u>Fund/Object Category</u>	<u>Annual Appropriations</u>	<u>Current Month Expenditures</u>	<u>Year-to-Date Expenditures</u>	<u>YTD %Exp</u>	<u>Encumbrances Outstanding</u>	<u>Remaining Appropriations</u>
FUND: 260 CDBG						
FINANCIAL SERVICES						
Personnel Services	8,000	-	-	0.00%	-	8,000
DEPT TOTAL	8,000	-	-	0.00%	-	8,000
COMMUNITY SERVICES						
Personnel Services	405,033	21,441	72,500	17.90%	-	332,533
Materials and Supplies	7,700	122	165	2.15%	-	7,534
Other Services and Charges	1,513,048	204,608	348,141	23.01%	270,264	894,643
Capital Outlay	325,466	-	-	0.00%	-	325,466
DEPT TOTAL	2,251,247	226,172	420,807	18.69%	270,264	1,560,176
FUND TOTAL	2,259,247	226,172	420,807	18.63%	270,264	1,568,176
FUND: 265 GRANT FUND						
MANAGERIAL						
Other Services and Charges	11,883	-	-	0.00%	-	11,883
Capital Outlay	80,140	-	-	0.00%	-	80,140
DEPT TOTAL	92,023	-	-	0.00%	-	92,023
LIBRARY						
Materials and Supplies	13,416	-	3,916	29.19%	185	9,315
Other Services and Charges	750	-	-	0.00%	-	750
DEPT TOTAL	14,166	-	3,916	27.64%	185	10,065
PARKS AND RECREATION						
Personnel Services	31,214	13,680	13,680	43.83%	-	17,534
Materials and Supplies	1,336	-	627	46.93%	614	95
Other Services and Charges	20,059	420	2,592	12.92%	3,904	13,563
DEPT TOTAL	52,609	14,100	16,900	32.12%	4,518	31,192
PUBLIC WORKS						
Other Services and Charges	13,035	-	-	0.00%	-	13,035
DEPT TOTAL	13,035	-	-	0.00%	-	13,035
POLICE						
Personnel Services	-	-	8,236	1000.00%	-	(8,236)
Materials and Supplies	13,287	-	-	0.00%	-	13,287
Other Services and Charges	76	-	-	0.00%	-	76
Capital Outlay	24,364	-	-	0.00%	-	24,364
DEPT TOTAL	37,727	-	8,236	21.83%	-	29,492
FUND TOTAL	209,560	14,100	29,051	13.86%	4,703	175,806

City of Lawton, OK
Operating Funds
Statement of Appropriations versus Expenditures & Encumbrances
Month Ended September, 2021

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 110 STORMWATER MANAGEMENT						
STORMWATER MANAGEMENT						
Personnel Services	364,900	27,589	95,165	26.08%	-	269,735
Materials and Supplies	14,293	279	465	3.25%	746	13,082
Other Services and Charges	40,973	388	2,022	4.93%	3,886	35,065
Capital Outlay	-	-	-	0.00%	-	-
FUND TOTAL	<u>420,166</u>	<u>28,256</u>	<u>97,652</u>	23.24%	<u>4,632</u>	<u>317,882</u>
FUND: 205 WATER SYSTEM IMPACT FEE						
Other Services and Charges	725,612	-	-	0.00%	-	725,612
FUND TOTAL	<u>725,612</u>	<u>-</u>	<u>-</u>	0.00%	<u>-</u>	<u>725,612</u>
FUND: 210 DRAINAGE MAINTENANCE FUND						
STORMWATER MANAGEMENT						
Personnel Services	110,127	8,531	28,070	25.49%	-	82,057
DEPT TOTAL	<u>110,127</u>	<u>8,531</u>	<u>28,070</u>	25.49%	<u>-</u>	<u>82,057</u>
DRAINAGE MAINTENANCE						
Personnel Services	635,400	43,285	138,730	21.83%	43,847	452,822
Materials and Supplies	176,296	19,825	27,099	15.37%	16,582	132,615
Other Services and Charges	95,925	2,142	2,641	2.75%	33,235	60,049
Capital Outlay	26,000	-	-	0.00%	21,938	4,062
DEPT TOTAL	<u>933,621</u>	<u>65,252</u>	<u>168,471</u>	18.04%	<u>115,602</u>	<u>649,548</u>
FUND TOTAL	<u>1,043,748</u>	<u>73,784</u>	<u>196,541</u>	18.83%	<u>115,602</u>	<u>731,605</u>
FUND: 230 HOTEL MOTEL TAX						
HOTEL MOTEL						
Other Services and Charges	1,637,000	194,212	291,261	17.79%	1,331,745	13,994
Capital Outlay	233,000	2,494	21,043	9.03%	32,510	179,448
FUND TOTAL	<u>1,870,000</u>	<u>196,706</u>	<u>312,304</u>	16.70%	<u>1,364,255</u>	<u>193,441</u>
FUND: 250 & 255 E911 AND CELLULAR FEE FUND						
EMERGENCY COMMUNICATIONS						
Personnel Services	2,272,600	118,719	424,545	18.68%	6,200	1,841,855
Materials and Supplies	333,791	-	0	0.00%	2,229	331,562
Other Services and Charges	997,005	40,293	63,509	6.37%	113,018	820,479
Capital Outlay	139,430	-	-	0.00%	5,500	133,930
FUND TOTAL	<u>3,742,826</u>	<u>159,012</u>	<u>488,054</u>	13.04%	<u>126,946</u>	<u>3,127,826</u>
FUND: 400 ROLLING STOCK						
Capital Outlay	2,695,955	251,459	615,621	22.83%	951,246	1,129,088
FUND TOTAL	<u>2,695,955</u>	<u>251,459</u>	<u>615,621</u>	22.83%	<u>951,246</u>	<u>1,129,088</u>
FUND: 710 SEWER REHABILITATION FUND						
PUBLIC UTILITIES						
Personnel Services	2,147,900	127,344	425,653	19.82%	98,002	1,624,246
Materials and Supplies	3,564,452	60,641	236,996	6.65%	818,103	2,509,354
Other Services and Charges	516,458	3,444	28,565	5.53%	44,779	443,114
Capital Outlay	212,000	21,296	21,296	10.05%	139,545	51,159
FUND TOTAL	<u>6,440,810</u>	<u>212,725</u>	<u>712,509</u>	11.06%	<u>1,100,428</u>	<u>4,627,873</u>
FUND: 800 INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY						
Personnel Services	1,220,100	86,299	290,806	23.83%	-	929,294
Materials and Supplies	656,628	41,186	86,637	13.19%	42,262	527,729
Other Services and Charges	634,287	55,023	136,862	21.58%	92,010	405,415
Capital Outlay	-	-	-	0.00%	-	-
FUND TOTAL	<u>2,511,015</u>	<u>182,508</u>	<u>514,305</u>	20.48%	<u>134,272</u>	<u>1,862,438</u>