



# City of Lawton

## City Council

### Agenda

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

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Tuesday, April 13, 2021

2:00 PM

Lawton City Hall  
Council Chambers/Auditorium

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**MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PRESENTATION:**

Employee Spotlight Awards:  
Kody Kastner & Bobby Sparks - Solid Waste Disposal Division  
Broderick Jackson II - Arts & Humanities Division

**PROCLAMATIONS:**

Sexual Assault Awareness Month  
Denim Day  
Fair Housing Month

**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 meeting of February 23, 2021. [21-99](#)

**Attachments:** [23Feb21](#)

2. Consider approving a resolution authorizing performance and allocation of responsibilities for implementation of the Skills Training, Education, Development and Investment (STEDI) Project Plan. [21-104](#)

**Attachments:** [Implementation Resolution 3.11.2021 C](#)

3. Consider ratifying the action of the City Manager by accepting the LSTA Webcam/Headphone grant of \$1,926.00 from the Oklahoma Department of Libraries for the purpose of purchasing webcams and headphones for the Lawton Public Library. [21-122](#)  
**Attachments:** [LSTA Webcam & Headphone Contract.pdf](#)
4. Consider approving a Professional Services Agreement with Stantec Architecture Inc. for architectural service to include the conceptual design services of a City of Lawton Youth Sports and Recreation Facility. [21-125](#)  
**Attachments:** [Conceptual Design PSA Stantec](#)
5. Consider approving the sale of the homes located at 1415 SW E Avenue and 1242 SW 25th Place to the Lawton Housing Authority to use as low income rental properties and authorizing the Mayor and City Clerk to execute all documents necessary to complete the transaction. [21-118](#)  
**Attachments:** [QCD\\_1242 SW 25th Place](#)  
[QCD\\_1415 SW E Avenue](#)
6. Consider a modification to the budget included in the Agreement for Funding and Limited Support with the FISTA Development Trust Authority for the 2020-2021 fiscal year and authorize funding from the Hotel-Motel Tax Economic Development Fund to be used for marketing and advertising for the FISTA and mall property. [21-136](#)  
**Attachments:** [FISTA Budget FY21 Amended](#)
7. Consider rejecting all the bids for the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47th Street, Bedford Circle & SW C Ave - Project #2017-07 and authorizing staff to re-advertise the project for bid. [21-124](#)
8. Consider awarding the Lawton Groundwater Well No. 1 Project PU20-01 to the lowest responsible bidder, Layne Christensen Co. of Guthrie, OK. [21-98](#)  
**Attachments:** [Partially Signed Contract-City of Lawton OK- 03-18-21](#)
9. Consider extending contract (CL19-018) Precast Concrete Manholes to Primary Structure of Guthrie, OK for an additional year. [21-84](#)  
**Attachments:** [EXTEND CL19-018 Precast Concrete Manholes](#)
10. Consider extending contract (CL19-025) Cationic Polymer to Chameleon Industries of Corsicana, TX for an additional year. [21-85](#)  
**Attachments:** [EXTEND CL19-025 Cationic Polymer 2021](#)

11. Consider extending contract (CL20-014) GAC Granulated Activated Carbon to Carbon Activated Corp of Compton, CA for an additional year. [21-86](#)

**Attachments:** [EXTEND CL20-014 GAC Granulated Activated Carbon](#)

12. Consider extending contract (CL20-017) Grassing & Sodding to Green Turf Sod of Lawton, OK for an additional year. [21-87](#)

**Attachments:** [EXTEND CL20-017 Grassing & Sodding](#)

13. Consider approving appointments to boards and commissions. [21-100](#)

**Attachments:** [Board Appointments](#)

#### NEW BUSINESS ITEMS:

14. Presentation of the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2020, as presented by BKD, LLP. [21-111](#)

15. Hold a public hearing to receive citizen comments, discuss recommendations from the City Planning Commission, and consider approving the Annual Action Plan for FFY 2020 Second Amendment, and authorizing the Mayor and City Clerk to execute all documents necessary to implement the plan and manage the Federal programs. [21-101](#)

**Attachments:** [Annual Action Plan for FFY 2020 Second Amendment-Project/Activity List with Allocation Amounts](#)

16. Discuss preservation issues associated with places in the community of historic and cultural significance. [21-121](#)

**Attachments:** [Lawton City Code Section 18-10-1-1010](#)

17. Discuss the status of the 2021 Juneteenth Celebration slated to be held virtually on June 19, 2021. [21-123](#)

18. Discuss the nature of the ownership of property known as Butch Suttle Park and provide direction to staff regarding any interest the City may have on said property. [21-134](#)

**Attachments:** [Sheridan Addition Part 1 Westside Lots](#)  
[Sheridan 2](#)  
[Sheridan 3](#)

#### STAFF REPORTS:

Department Roundup: Community Relations

#### EXECUTIVE SESSION ITEMS:

19. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on October 3, 2019 including the details of a settlement negotiation meeting which occurred on March 24, 2021, and, if necessary, take appropriate action in open session. [21-119](#)
20. Pursuant to Section 307 B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending conflict of interest investigation under City Code Section 17-2-13-274, and if necessary, take action in open session. [21-132](#)

**ADJOURNMENT**



# City of Lawton

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

## Commentary

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**File #:** 21-99

**Agenda Date:** 4/27/2021

**Agenda No:** 1.

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**ITEM TITLE:**

Consider approval of the minutes of the Lawton City Council meeting of February 23, 2021.

**INITIATOR:** Traci Hushbeck, City Clerk

**STAFF INFORMATION SOURCE:** Traci Hushbeck, City Clerk

**BACKGROUND:** N/A

**EXHIBIT:** Draft minutes of February 23, 2021

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the minutes of the Lawton City Council meeting of February 23, 2021.

MINUTES  
LAWTON CITY COUNCIL REGULAR MEETING  
FEBRUARY 23, 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

Mayor Booker called the meeting to order at 2:27 p.m. Notice of meeting and agenda were posted on the City Hall notice board as required by law. Invocation was given by Pastor Gordon Brooks, First Church of God, 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

PRESENTATIONS:

OKLAHOMA MUNICIPAL LEAGUE SERVICE AWARDS

Dewayne Burk, Human Resources Director, recognized those employees who have completed a minimum of 25 years of service. The employee received a certificate and pin from the Oklahoma Municipal League.

EMPLOYEE SPOTLIGHT AWARD TO KARL VELDHUIZEN, WATER DISTRIBUTION

The City Manager recognized Karl Veldhuizen, Water Distribution, for his outstanding performance.

REPORTS: MAYOR/CITY COUNCIL

Mayor Booker thanked all those employees for working so hard the past ten days in the bad weather. It was a “all hands-on deck” attitude.

Johnson reported there are numerous activities for Black History Month and she will have a calendar listed on her Facebook page.

Fortenbaugh recognized AEP/PSO and Centerpointe Energy for their efforts in the recent storm.

Hampton stated the citizens were taken care of and they should be appreciative of all those things that were happening behind the scenes.

AUDIENCE PARTICIPATION: None

CONSENT AGENDA:

Mayor Booker stated item #8 will be considered separately.

MOVED by Warren SECOND by Hampton to approve the consent agenda with the exception of item #8. AYE: Johnson, Warren, Hankins, Jackson, Chapman, Hampton, Fortenbaugh. NAY: None. MOTION CARRIED.

1. Consider approval of the Lawton City Council meeting minutes of January 26 and February 9, 2021.
2. Consider the following damage claims recommended for approval: Southwestern Bell Telephone, dba AT&T Oklahoma in the amount of \$2,866.60 (**Res. 21-44**) Craig Crane in the amount of \$177.99, T Two Green Properties, LLC, in the amount of \$10,075.52 (**Res. 21-45**) and Southwestern Bell Telephone, dba AT&T Oklahoma in the amount of \$2,245.01 (**Res. 21-46**).
3. Consider the following damage claim recommended for denial: Vandy Kong in the amount of \$716.41.
4. Consider authorizing the filing of a Programmatic Application to the Oklahoma Water Resources Board (OWRB) requesting financial assistance to comply with an Oklahoma Department of Environmental Quality (DEQ) consent order in the amount of up to approximately \$47 million.
5. Consider and take action with respect to a resolution of the City of Lawton, Oklahoma (the “City”) approving action taken by the Lawton Water Authority (the “Authority”) authorizing issuance, sale and delivery of a promissory note or notes in one or more series of the authority to the Oklahoma Water Resources Board (OWRB); ratifying and confirming a lease agreement, as amended pertaining to certain water, sanitary sewer, and refuse systems; and containing other provisions related thereto. **Resolution 21-47**
6. Consider approving the construction plans for an 8-inch sanitary sewerline and 12-inch waterline to serve the proposed businesses located at 4800 and 4902 NW Cache Road, subject to the conditions listed.
7. Consider extending contract (RFPCL19-014) Fire Service Cost Recovery and Billing to Fire Recovery USA of Roseville, CA for an additional year.

8. Consider approving appointments to the Race Relations Commission.

Kelea Fisher, Deputy City Attorney, stated staff discovered that one of the nominees, Cindy Famero, does not reside within city limits, so she will need to be removed from the nominee list.

MOVED by Warren SECOND by Hankins to approve appointments to the Race Relations Commission with the exception of Cindy Famero. AYE: Warren, Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson. NAY: None. MOTION CARRIED.

**OLD BUSINESS ITEM:**

9. Continue a public hearing and consider a Use Permitted on Review for the operation of a medical marijuana processing facility in conjunction with a medical marijuana dispensary in C-5 General Commercial District located at 2617 NW Cache Road.

Charlotte Brown, Senior Planner, stated this request was brought to the council in January and the applicant asked for a continuance to this meeting. Both the applicant and the property owner have asked for another continuance because they have not been able to work out their concerns.

MOVED by Hankins SECOND by Jackson to continue the public hearing. AYE: Hankins, Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

**NEW BUSINESS ITEMS:**

10. Consider approving an agreement between the City of Lawton and Garver, LLC for the Propel CIP Program Planning Project No. 2020-09.

Cleghorn stated this will be an operating document that allows them to present to staff to show how we will process capital improvement items in our city.

Mary Elizabeth Mach, Garver Engineering, stated she is here to talk about how a capital improvements process will help identify projects so you not only understand what is going on right now, but you will know where you are headed.

Ms. Mach presented a power point presentation regarding the CIP planning process. (On file in the City Clerk's office)

Chapman questioned the time of putting this all together.

Cleghorn stated it will take about a year.

Mayor Booker stated this will move projects forward faster and will keep us from borrowing money that does not get spent and this will easily pay for itself.



Cleghorn stated there is another portion of this project that will be brought back after the end of this year and that will be how we integrate into our financial system. The end goal is that once that project is up, the citizens can go into a portal and look at the status of the project and what was spent.

Warren stated this is all about planning and in the past, we have been weak in planning. This will give us the opportunity to be able to plan and to have that information at our fingertips.

Hampton stated this will put together a plan for the future of our city. He stated that this is in two phases.

Cleghorn stated yes, this is phase one and phase two will be the interface to our financial systems to allow those to be updated back and forth across that portal for our citizens. This will allow them to look at projects and escalate out what a project will cost if they delay it for five years. They will now have that decision-making information tool.

Mayor Booker stated this sets out a fifteen-year plan and puts it in place, so it is not changed. This helps set the plan in place that the citizens voted on so it will be carried out the way they expect.

Cleghorn stated this will allow them to move forward and they will come back at the next council meeting with a resolution on how to fund this.

MOVED by Warren SECOND by Jackson to approve an agreement between the City of Lawton and Garver, LLC for the Propel CIP Program Planning Project No. 2020-09 in the amount of \$543,540.00. AYE: Jackson, Chapman, Hampton, Fortenbaugh, Johnson, Warren, Hankins. NAY: None. MOTION CARRIED.

11. Consider approving an ordinance pertaining to Administration, renaming and amending Sections 2-3-9-361, 2-3-9-362, 2-3-9-363, creating Section 2-3-9-364, renaming and amending Division 2-3-9, Article 2-3, Chapter 2, Lawton City Code, 2015, by creating the “Youth and Family Affairs Committee”; providing for severability and providing an effective date.

Ratliff stated this is the implementing ordinance for the Youth and Family Affairs Committee. The intent is to empower at risk youth in our community and enable them with life and career enhancing skills that they will be able to use in the future.

Mayor Booker stated this was part of the CIP and the idea behind it was to invest in kids in a way that they can be successful and keep them focused on a good, productive lifestyle. He stated committee nominees will be brought to council at the next meeting for approval. He stated Council Member Johnson will serve as the council representative.

Johnson stated she is excited about working with this technical team because they do need to provide some extra support from the city in helping the young people in the community.

MOVED by Johnson SECOND by Warren to adopt **Ordinance 21-03**, waive the reading of the ordinance, read the title only and establishing an effective date of thirty days after passage AYE: Chapman, Hampton, Fortenbaugh, Johnson, Warren, Hankins, Jackson. NAY: None. MOTION CARRIED.

(Title read by City Attorney)

Ordinance 21-03

An ordinance pertaining to administration, renaming and amending Sections 2-3-9-361, 2-3-9-362, 2-3-9-363, creating Section 2-3-9-364, renaming and amending Division 2-3-9, Article 2-3, Chapter 2, Lawton City Code, 2015, by creating the Youth and Family Affairs Committee; providing for severability; and providing an effective date.

### **STAFF REPORTS:**

Cleghorn introduced Don Moore, the new Finance Director.

Chief James Smith, Lawton Police Department, presented a follow up on the various divisions of the Lawton Police Department.

Kara Haynes, Finance Director, presented revenue and expenditure highlights for the period ending January 31, 2021. (On file in the City Clerk's office).

### **DEPARTMENT ROUNDUP - INFORMATION TECHNOLOGY DEPARTMENT**

Dwayne Eckart, Network Administrator, updated the council on the operations/infrastructure team.

The Mayor and Council convened in executive session at 3:37 p.m. and reconvened in regular, open session at 4:56 p.m.

### **EXECUTIVE SESSION ITEMS:**

12. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on October 3, 2019 in relation to discharges at the City's Wastewater Treatment Plant from July 2017 through August 2019, and, if necessary, take appropriate action in open session.

Ratliff read the title of item #12. No action was taken.

13. Pursuant to Section 307B.1, Title 25, Oklahoma Statutes, consider convening in executive session to review the employment of Traci L. Hushbeck as City Clerk, and in open session take other action as necessary.

Ratliff read the title of item #13.

MOVED by Warren SECOND by Jackson to amend the City Clerk's contract to allow for buy down of historic sick leave in the amount of 300 hours a year for three years beginning December 2021. Historic sick leave hours will be considered pensionable. AYE: Fortenbaugh, Johnson, Warren, Hankins, Jackson, Chapman, Hampton, Booker. NAY: None. MOTION CARRIED.

There being no further business to consider, the meeting adjourned at 4:59 p.m. upon motion, Second and roll call vote.

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STAN BOOKER, MAYOR

ATTEST:

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TRACI HUSHBECK, CITY CLERK



# City of Lawton

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

## Commentary

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**File #:** 21-104

**Agenda Date:** 4/13/2021

**Agenda No:** 2.

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**ITEM TITLE:**

Consider approving a resolution authorizing performance and allocation of responsibilities for implementation of the Skills Training, Education, Development and Investment (STEDI) Project Plan.

**INITIATOR:** Deputy City Manager Richard Rogalski

**STAFF INFORMATION SOURCE:** Deputy City Manager, City Attorney

**BACKGROUND:** On November 26, 2019, the City Council adopted the Non-Retail Business Economic Development Assistance Policy, Council Policy 1-11 for the attraction, evaluation, and public support for investment and development of non-retail businesses in the community. In support of this policy, the City Council adopted the Skills Training, Education, Development and Investment (STEDI) Project Plan on December 10, 2019, in order to provide legal authorization and potential financial support for approved public and private expenditures in connection with Industrial development and included over 1,400 of land in Tax Incentive Finance Districts in support of Industrial Development. The City delegated certain responsibilities to LEDA to assume certain financial and administrative responsibilities in connection with the approved Project Plan and also authorized the LEDC by written agreement to encourage, recruit, evaluate, and make recommendations regarding non-retail business investment and development prospects. The purpose of this Implementation Resolution is to allocate responsibilities, provide for clear direction, prescribe financial priorities, and clarify 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 prosperity of the community.

**EXHIBIT:** Resolution No. 2021-\_\_\_\_

**KEY ISSUES:** The City Council has the ultimate responsibility of approving development and public financial agreements in connection with the implementation of the Project Plan.

**FUNDING SOURCE:** Propel CIP

**STAFF RECOMMENDED COUNCIL ACTION:** Approve Resolution No. 2021-\_\_\_\_

**RESOLUTION NO. 21-**

**RESOLUTION OF THE CITY COUNCIL OF LAWTON AUTHORIZING  
PERFORMANCE AND ALLOCATION OF RESPONSIBILITIES FOR  
IMPLEMENTATION OF THE STEDI PROJECT PLAN**

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 expenditures in connection with the City’s approved Policy; and

WHEREAS, the City has authorized LEDC by written agreement to encourage, recruit, evaluate, and make recommendations regarding non-retail business investment and development prospects; and

WHEREAS, the City has delegated certain responsibilities to LEDA to assume certain financial and administrative responsibilities in connection with the approved Project Plan; and

WHEREAS, the City Council has reserved to itself the final responsibility of approving development and public financial agreements in connection with the implementation of the Project Plan; and

WHEREAS, the City Council deems it appropriate and desirable, and in the public interest, to authorize and allocate implementation responsibilities as set forth in this Implementation Resolution.

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

**1. PURPOSE OF THIS IMPLEMENTATION RESOLUTION.**

1.1. The purpose of this Implementation Resolution is to allocate responsibilities, provide for clear direction, prescribe financial priorities, and clarify 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 prosperity of the community.

## **2. ALLOCATION OF RESPONSIBILITIES.**

### **2.1. LEDC.** It shall be the responsibility of LEDC to:

- Promote Lawton and recruit/evaluate non-retail business investment and development prospects.
- Assist prospects with completing an application for economic development assistance from the City using the State of Oklahoma's application form.
- Evaluate each application using the criteria contained in City of Lawton Policy 1 – 11, Non-Retail Business Economic Development Assistance Policy.
- Obtain and evaluate a REMI analysis for each proposed development.
- Contact the Deputy City Manager/Executive Director of LEDA regarding each proposed development, providing a copy of each REMI impact analysis, who will consult with Development/Tax Increment Financing Counsel of the City and LEDA, to begin an initial analysis of the financial implications to the City of each proposed non-retail business development.
- Negotiate and have prepared a term sheet or Memorandum of Understanding (MOU) on eligible projects to be considered by the Mayor/Mayor Pro Tem containing preliminary terms including, but not limited to, (1) type(s) and amount of incentives sought by the applicant, (2) public infrastructure needed in support of the project, (3) timing and conditions of receipt of incentives, (4) number of new jobs and annual payroll/benefit packages, (5) total new capital investment, (6) contributions to local sales, use, and ad valorem taxes, etc.
- Submit the economic development assistance application of each prospect and accompanying term sheet or MOU with LEDC's recommendations to LEDA and the City to fulfill their respective roles set forth in this Implementation Resolution.
- Contact the Mayor/Mayor Pro Tem, when each prospect has firmly committed to negotiating and executing a final Conditional Development Agreement (CDA), to initiate the process of preparing a proposed CDA by the City's Development/Tax Increment Financing Counsel in coordination with the Deputy City Manager/LEDA Executive Director and LEDC Counsel.

2.2. **LEDA.** It shall be the responsibility of LEDA, upon submission by LEDC of each economic development assistance application and accompanying MOU with LEDC's recommendations, to analyze the financial implications to the City of each proposed non-retail business development, review the appropriateness of public financial support and proposed project expenditures, and recommend terms of a conditional development agreement for its initial approval subject to final approval by the City Council.

2.3. **City.** The City shall consider and approve, as it deems appropriate, all agreements for proposed project developments, agreements for project improvements, agreements for implementation services (including legal services and consultants), any debt financing arrangements, and budgetary allocations.

### **3. EXECUTIVE GUIDANCE AND DIRECTION.**

3.1. The Mayor of the City shall preside over the executive guidance group, which shall consist of the Mayor, the Mayor Pro Tem, the Chairman of LEDC, and the Chairman of LEDA assisted by their respective designees of each entity. From time to time, as appropriate, the group of executives shall consult with each other and provide guidance and coordination on the activities, responsibilities, and priorities of the City, LEDC, and LEDA.

**4. FINANCIAL PRIORITIES.** In connection with the allocation of tax increment revenues to pay authorized project costs, priorities for allocation and payment shall be the following, in numerical order:

- 4.1. Payment of (a) debt service obligations, if any, and (b) payment obligations pursuant to development agreements.
- 4.2. Repayment of implementation costs advanced by the City, if any.
- 4.3. Payment of current costs to obtain project development and investment commitments, if any.
- 4.4. Payment of authorized and continuing administrative cost allocations, if any.
- 4.5. Payment of other authorized and incurred project costs (including payment of infrastructure development costs on qualifying projects) as may be deemed appropriate.

### **5. LEGAL ASSISTANCE.**

5.1. **Development Legal Assistance.** Legal assistance with respect to prospective development projects and ongoing tax increment revenue related matters shall be provided by development counsel engaged pursuant to agreements approved by LEDA and the City along with counsel for LEDC in accordance with the respective roles and responsibilities of each entity set forth in this Implementation Resolution. Development counsel's involvement in Project Plan implementation activities on behalf of LEDA and the City shall be initiated on such development prospects as are directed by the Mayor of the City.

In order to maximize effectiveness and minimize costs, implementation steps to be taken should include:

- A. By LEDC counsel, initial review and analysis of prospective development proposal, including, amount of capital investment, number and quality of jobs created, amount of assistance requested, and eligibility of project.
- B. By all counsel and Deputy City Manager/Executive Director of LEDA, review of REMI report.

- C. By LEDA/City counsel, analysis of tax increment revenue the proposed project will generate and the financial impact of the project on the community and affected taxing jurisdictions.
- D. By LEDC counsel, preparation of a term sheet or MOU outlining the terms of a conditional development agreement.
- E. By LEDA/City counsel, preparation and approval of a final conditional development agreement between the prospective developer, the City and LEDA.
- F. By LEDA/City counsel, meetings and/or conferences with City officials, Oklahoma Department of Commerce, and others as appropriate to ensure a mutual and complete understanding of the development proposal.

**5.2     Public Legal Assistance** Legal assistance for ongoing operational, and agenda matters in support of prospective development projects shall be provided by the City Attorney's office. Nothing in this Implementation Resolution shall be construed to abridge, abrogate or impede the City Attorney's office from asserting itself in any matter that it deems appropriate to protect the City of Lawton's interest, including directing assistance by City staff and development counsel, where appropriate and desirable. The City Attorney's office is directed and authorized to direct and coordinate all legal services in support of the Project Plan.

**ADOPTED** by the Council and **SIGNED** by the Mayor of the City of Lawton this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

**APPROVED** as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
City Attorney





# City of Lawton

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

## Commentary

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**File #:** 21-122

**Agenda Date:** 4/13/2021

**Agenda No:** 3.

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**ITEM TITLE:**

Consider ratifying the action of the City Manager by accepting the LSTA Webcam/Headphone grant of \$1,926.00 from the Oklahoma Department of Libraries for the purpose of purchasing webcams and headphones for the Lawton Public Library.

**INITIATOR:** Kristin E. Herr, Library Director

**STAFF INFORMATION SOURCE:** Kristin E. Herr, Library Director

**BACKGROUND:** Due to increased demand for video conferencing, the Oklahoma Department of Libraries offered this grant to public libraries to purchase equipment to help facilitate videoconferencing. The Lawton Public Library requested 18 webcams and 18 noise canceling headphones.

**EXHIBIT:** n/a

**KEY ISSUES:** n/a

**FUNDING SOURCE:** grant

**STAFF RECOMMENDED COUNCIL ACTION:** Ratify the action of the City Manager by accepting the LSTA Webcam/Headphone grant of \$1,926.00 from the Oklahoma Department of Libraries for the purpose of purchasing webcams and headphones for the Lawton Public Library.

**CONTRACT  
BETWEEN THE OKLAHOMA DEPARTMENT OF LIBRARIES  
AND LAWTON PUBLIC LIBRARY**

**I. CONTRACTING PARTIES**

The contracting parties are the Oklahoma Department of Libraries, a state agency (Department), and Lawton Public Library (Contractor), collectively known as the Parties.

**II. TERM OF THE CONTRACT**

This Contract shall begin on the date of execution and shall terminate on September 1, 2021.

- a. In the event the Contractor fails to comply with the terms and conditions of this Contract, the Department may, upon written notice of such non-compliance to the Contractor, cancel the Contract effective upon receipt of notice. Such cancellation shall be in addition to any other rights and remedies provided for by law.
- b. The Parties of this Contract understand and acknowledge any future contracts or renewals are not automatic nor implied by this Contract.

**III. OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall render diligently and competently the services as indicated and in the manner set forth herein which shall be binding on the Parties of this Contract.

The Contractor shall:

- a. Purchase technology as requested in the grant application.
- b. Assure that the technology purchased with grant funds is used solely to support and enhance the work of the library.
- c. Adhere to the *LSTA Terms and Conditions Agreement*.
- d. Publicize receipt of LSTA technology grant in at least one format including newspaper and/or website.
- e. Reference the Institute of Museum and Library Services (IMLS) and ODL in all publicity.
- f. Expend funds by May 7, 2021.
- g. Submit the Expenditure Report with copies of receipts to the Department by June 7, 2021.
- h. Submit the Final Report to the Department by September 1, 2021. The report will include a brief narrative about how the equipment was used and whether or not you consider the grant successful.

#### IV. OBLIGATIONS OF THE DEPARTMENT

The Department shall carry out the subsequent administrative responsibilities:

- a. Provide a contract, *LSTA Terms and Conditions Agreement*, and claim form to the Contractor.
- b. Process grant payment to the Contractor upon receipt of notarized claim form.
- c. Review and approve the Final Report.

#### V. PROJECT FUNDING

In accordance with the terms of this Contract, the Department will grant **One Thousand Nine Hundred Twenty-Six Dollars (\$1,926)**.

- a. Expenditures for this project must conform to the approved budget and to applicable local, state, and federal laws and regulations, and are subject to all conditions of this Contract. Any deviations from the approved budget must be approved by the Department.
- b. Payment will be made via electronic deposit within 30 days of receipt of the notarized claim form.
- c. The Contractor assures that expenditures under this Contract will be included in its next regular audit.

#### VI. GENERAL PROVISIONS

##### a. Notices

Any notices to be given herein are deemed to be given when deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as specified below. Either party may at any time designate any other address by giving written notice to the other party.

As to the Department:

Oklahoma Department of Libraries  
Attn: Cathy Van Hoy  
200 NE 18 Street  
Oklahoma City, OK 73105-3205

As to the Contractor:

Lawton Public Library  
Attn: Kristin E. Herr  
110 SW 4th St  
Lawton, OK 73501

**b. No Grant of Authority**

Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or obligation of any kind, expressed or implied, in the name of or on behalf of the Department. The Contractor agrees not to assume or incur any such liability without the prior written consent of the Department.

**c. Performance Suspension**

Performance may be suspended by either party for any act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, power, labor, or transportation, accident, national defense requirements, or any cause beyond the control of such party, which prevents the performance of such party. An alleged breach of this Contract by either party shall be grounds for immediate suspension of performance.

**d. Liability**

The Department shall not be liable for any injuries or damages to persons or property resulting from acts or omissions of the Contractor, its officers, employees, agents, or trustees, in carrying out the activities of this Contract.

**e. Accident or Illness**

The Contractor agrees that any accident or illness during the performance of this Contract will not be the responsibility of the Department and in no way holds the Department liable for such accident or illness.

**f. Understanding of Terms**

The Parties hereto have read and fully understand the terms of this Contract and the *LSTA Terms and Conditions Agreement* and agree to be bound by the same.

**VII. RECORDS MAINTENANCE AND ACCESS REQUIREMENTS**

The Contractor agrees to keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of the services, including accounting procedures, practices or any other items relevant to this Contract, for a period of five (5) years from the ending date of this Contract. Upon reasonable notice, the

Department, Office of the Attorney General (OAG), the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to any books, records, and other documents and items for purpose of audit and examination at Contractor's premises during normal business hours. The Contractor further agrees to provide appropriate access by the aforementioned parties to any subcontractor's associated records. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

#### **VIII. VENUES AND APPLICABLE LAW**

If any legal action is taken to enforce the terms of this contract, the Parties agree that the venue for all legal action is Oklahoma City, Oklahoma. This contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

#### **IX. ADDITIONAL REQUIREMENTS**

- a. The Contractor may not subcontract or assign any duties herein without the express written consent of the Department.
- b. Include the following acknowledgment on any publication or presentation resulting from Contractor's participation in this grant: "This activity is supported by the Institute of Museum and Library Services (IMLS) and the Oklahoma Department of Libraries. The opinions and content of activities and materials do not necessarily reflect the position or policy of the Oklahoma Department of Libraries or IMLS, and no official endorsement should be inferred."
- c. In the event the Contractor does not comply with the terms of this contract, including the timetable, budget, and objectives, the Contractor will be given written notification of such noncompliance by the Department. The Contractor may appeal for reconsideration by giving written evidence of compliance within twenty (20) days following receipt of such notification. Should noncompliance be confirmed, the Department may take possession of items purchased under this contract for reassignment to other programs and projects.
- d. Evidence of failure to comply with the above policies shall result in a hold being placed on pending payments for all future grants until compliance can be assured.
- e. It is expressing agreed that any solicitation for, or receipt of, funds of any type by the Contractor is for the sole benefit of the Contractor and is not a solicitation for, or receipt of, funds for the Department.

- f. The Contractor will comply with regulations under the Open Meetings Act and the Open Records Act.

**X. AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Contract shall be in writing and executed by all Parties.

**XI. ENTIRE CONTRACT**

This instrument, consisting of six pages, constitutes the entire Contract between the Parties. All oral or written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained herein.

**XII. EXECUTION OF CONTRACT**


The Contractor affirms that all information, documentation, and representations submitted in securing this Contract are true and correct to the best of their knowledge.

The Contractor certifies that neither the Contractor, nor anyone subject to the Contractor's direction or control, has paid, given, or donated, or agreed to pay, give, or donate to any officer or employee of the Department or the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.


Each signatory to this Contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said Contract and accepts liability for any misrepresentation of such authority.

IN WITNESS WHEREOF, the Contractor and the Department have each caused this Contract to be executed in their behalf.

SIGNATURES

  
\_\_\_\_\_  
Kristin E. Herr, Director  
Lawton Public Library  
  
3/30/21  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Melody A. Kellogg, Director  
Oklahoma Department of Libraries  
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael Cleghorn, City Manager  
City of Lawton  
  
3/30/21  
\_\_\_\_\_  
Date

FOR USE BY THE OKLAHOMA DEPARTMENT of LIBRARIES

Assurances: VCMNTC 400-20 is encumbered for this Contract

Lead Officer approval: csvh Date 3-22-21

LSTA Coord. approval: JT Date 3-22-21



# City of Lawton

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

## Commentary

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**File #:** 21-125

**Agenda Date:** 4/13/2021

**Agenda No:** 4.

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**ITEM TITLE:**

Consider approving a Professional Services Agreement with Stantec Architecture Inc. for architectural service to include the conceptual design services of a City of Lawton Youth Sports and Recreation Facility.

**INITIATOR:** Jeff Temple Parks and Recreation Director

**STAFF INFORMATION SOURCE:** Jeff Temple Parks and Recreation Director

**BACKGROUND:** The Resolution of Intent associated with the PROPEL sales tax initiative included \$20 million for parks and recreation facilities. The resolution further specified that not to exceed \$8 million would be allocated for a new sports complex, with the remaining funding coming from private sources. The first step in developing any project like this is a conceptual design, that includes basic cost estimates and This Professional Services agreement with Stantec Architecture Inc., an Architecture, Engineering, Planning and Interior Design Firm with more than 74 years of work and experience in the region and a professional staff of more than 600 in Plano, Houston, Austin and San Antonio offices; which they feel makes them well positioned to serve the City of Lawton. The Scope of Services for this project will consist of the design and preparation of drawings that include conceptual architectural site and building plan with presentation renderings to be used for marketing purposes. The renderings would include an illustrative conceptual site plan, illustrative exterior building renderings, and an illustrative floor plan for an approximately 85,000 SF Youth Sports Facility which includes at a minimum, the following programmatic elements: one indoor soccer field and six indoor basketball courts with bleachers at each court, a full commercial kitchen, concessions and dining area, a check in and controls desk, administration areas, and support areas to include storage, ICT, MEP, janitor room and public restrooms. The project will take between 8 to 12 weeks to complete, and the fixed lump sum fee amount is \$45,000.

**EXHIBIT:** Conceptual Design

**KEY ISSUES:** N/A

**FUNDING SOURCE:** PROPEL Sales Tax Initiative

**STAFF RECOMMENDED COUNCIL ACTION:** Approve a Professional Services Agreement with Stantec Architecture Inc. for architectural service to include the conceptual design services of a City of Lawton Youth Sports and Recreation Facility.



This Agreement is made and entered into effective April 13, 2021 (the "Agreement Date") by and between:

**"Client"**

Name: City of Lawton, A Municipal Corporation in the State of Oklahoma  
Address: City Hall, 212 SW 9<sup>th</sup> Street  
Phone: 580-581-3301  
Representative: Stanley Booker, Mayor Email:

**"Stantec"**

Name: Stantec Architecture Inc.  
Address: 6080 Tennyson Parkway, Suite 200, Plano, TX 75024-6003  
Phone: 214-473-2462  
Representative: John D. Shiver Jr. AIA NCARB, Principal Email: john.shiver@stantec.com

Project Name (the "Project"):

Conceptual Design of City of Lawton Youth Sports Complex

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

**DESCRIPTION OF CLIENT:** The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

**TERMINATION:** Stantec or the Client may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

**SUSPENSION OF SERVICES:** If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable and agreed upon adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**INDEMNITY:** [Intentionally Deleted].

**LIMITATION OF LIABILITY:** Any claims arising out of this Agreement shall be limited to direct damages arising out of the Services described in this agreement. Any claims arising out of this Agreement shall be directed and/or asserted against Stantec or the Client and not against any of either party's employees, officers or directors..

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-

free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the project is located..

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** Neither party shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

**City of Lawton, A Municipal Corporation in the State of Oklahoma**

**Stantec Architecture Inc.**

\_\_\_\_\_  
Stanley Booker, Mayor  
Print Name and Title

\_\_\_\_\_  
John D. Shiver Jr., AIA, NCARB, Principal  
Print Name and Title

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Attached to and forming part of the Agreement BETWEEN:

City of Lawton, A Municipal Corporation in the State of  
Oklahoma

(hereinafter called the "Client")

- and -

Stantec Architecture Inc.

(hereinafter called "Stantec")

EFFECTIVE: April 13, 2021

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

**Conceptual Design Services** consist of the design and preparation of drawings that include conceptual architectural site and building plan with presentation renderings to be used for marketing purposes. Deliverables to include the following:

- (1) Illustrative conceptual site plan
- (3) Illustrative exterior building renderings
- (3) Illustrative interior renderings
- Opinion of Probable Cost

Our proposal is for the providing professional services for the scope of services outlined for the project as outlined:

**Sports and Recreation Facility**, an 85,000 SF commercial facility to include the following programmatic elements:

- (1) Indoor Soccer Field
- (6) Indoor basketball courts with (120) bleachers at each court
- Full commercial kitchen, concession and dining area
- Check in and controls desk
- Administration Area(s)
- Support Area(s) – Storage, ICT, MEP, Janitor
- Restrooms

CONTRACT TIME: Commencement Date: April 13, 2021

Estimated Completion Date: July 13, 2021

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

**Fee compensation for Conceptual Design Services shall be a Fixed Lump Sum Fee of \$45,000.00 Forty Five-Thousand Dollars.**

At such time the Client approves Stantec to perform Basic Architectural Services under separate AIA B101 Agreement, then Stantec will credit the client an amount of \$22,500, Twenty-two thousand five hundred dollars, to be prorated and applied towards fees earned for Basic Architectural Services as defined in AIA Document B101 Owner-Architect Agreement.

Project specific expenses and charges, such as subconsultants; travel, mileage, accommodations and meals; project-specific printing of deliverables; consumables; postage or express delivery; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees at a multiple of cost plus ten (10%) markup.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL  
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

Basic Architectural Services are not included and will be negotiated under a separate agreement, the AIA B-101™ Owner-Architect Agreement 2017.

If necessary, a detailed geotechnical investigation and report will be provided by the Client to Stantec outlining paving design recommendations, foundation design recommendations, geotechnical design parameters and associated recommendations.

The number of meetings is assumed not to exceed (2) two meetings with the Client and Authorities Having Jurisdiction during the Conceptual Design Phase.

The Client will provide all necessary information for the facility and make all decisions in a timely manner as required for Stantec to perform its services.

Surveys are made available for our review in both hard copy and in electronic format using Autocad or Revit. Stantec is given the license to reproduce all documents for our exclusive use on this project.

All design input, criteria and considerations must be provided to Stantec by the Client in writing as per the mutually agreed upon project schedule.

Preparation of measured drawings of existing facilities is specifically excluded from the scope of work and is considered an Additional Service.

Detailed estimates of anticipated construction costs are specifically excluded from the scope of work and are considered an Additional Service.

Scope of work specifically excludes the following consulting services, which if necessary, shall be provided by the Client: Accessibility Consultant, Geotechnical, Survey services, Landscape Architect, Civil Engineer.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME does not include any schedule or cost impact that may occur as a result thereof. To the extent that there are cost or schedule impacts resulting from the COVID-19 pandemic, Stantec shall be entitled to an equitable change order/Additional Service.

**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

**2021 Rate Table**

	USD Table
Office Administrator	\$149
Intern/Design Coordinator/Project Coordinator/APM	\$170
Interior Designer	\$170
ST/EE/ME/PL Designer or EIT	\$170
Senior Drafter	\$170
Planner	\$192
Project Architect	\$183
Design Architect	\$183
Electrical Engineer	\$192
Mechanical Engineer	\$192
Plumbing Engineer	\$192
Structural Engineer	\$192
Project Manager	\$201
Sr. Interior Designer	\$183
Construction Administrator	\$170
Senior Planner	\$217
Sr. Project Architect	\$201
Sr. Project Manager	\$228
Sr. Electrical Engineer	\$217
Sr. Mechanical Engineer	\$217
Sr. Plumbing Engineer	\$201
Sr. Structural Engineer	\$217
Sr. Design Architect	\$201
Principal in Charge	\$243

**INSURANCE LIMITS**

**Workers Compensation** – Statutory

**Commercial General Liability and Bodily Injury:**

Bodily Injury - \$125,000 each occurrence

Property Damage - \$100,000 each occurrence

Combined Single Limit - \$1,000,000

**Comprehensive Automobile:**

Liability, Bodily Injury - \$125,000

Property Damage - \$100,000

Combined Single Limit - \$1,000,000

**Professional Liability** - \$1,000,000 per claim

**Errors and Omissions** - \$2,000,000 aggregate

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



# City of Lawton

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

## Commentary

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**File #:** 21-118

**Agenda Date:** 4/13/2021

**Agenda No:** 5.

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**ITEM TITLE:**

Consider approving the sale of the homes located at 1415 SW E Avenue and 1242 SW 25<sup>th</sup> Place to the Lawton Housing Authority to use as low income rental properties and authorizing the Mayor and City Clerk to execute all documents necessary to complete the transaction.

**INITIATOR:** Richard Rogalski, Deputy City Manager

**STAFF INFORMATION SOURCE:** Christine James, Housing & Community Development Administrator

**BACKGROUND:** In June of 2009, the Comanche County Board of County Commissioners conveyed five vacant tracts of land to the City of Lawton by Quit Claim Deed. Two of the tracts were used to build new homes using NSP Federal funding. Since the completion of the homes in 2011, they have been managed by the Lawton Housing Authority as low-income rentals. The Lawton Housing Authority recently inquired about obtaining the properties so that they would be able to enter into a rent-to-own agreement with the tenants. Staff is proposing that the City of Lawton grant a Quit Claim Deed to the Lawton Housing Authority for the two properties and retain a mortgage lien until the period of affordability expires, which would be until 2031. The loan amount, or amount of Federal funds used to build the house, would be completely forgiven if the homes are maintained as low-income rentals for the length of the mortgage.

**EXHIBIT:** Quit Claim Deeds for 1415 SW E Avenue and 1242 SW 25<sup>th</sup> Place

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Approve the sale of the homes located at 1415 SW E Avenue and 1242 SW 25<sup>th</sup> Place to the Lawton Housing Authority to use as low income rental properties and authorize the Mayor and City Clerk to execute all documents necessary to complete the transaction.



After filing, return to:

City of Lawton  
c/o Housing and Community Development  
1405 SW 11<sup>th</sup> Street  
Lawton, Oklahoma 73501

## **QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the **City of Lawton, a municipal corporation, of 212 SW 9<sup>th</sup> Street, Lawton, OK 73501**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor, and the **Lawton Housing Authority, a public housing authority, of 609 SW F Avenue, Lawton, OK 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee".

### **Conveyance with a Political Subdivision No Documentary Stamps Necessary 68 O.S. 3202.11**

WITNESSETH, that said Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the real estate situated in Comanche County, State of Oklahoma, and more particularly described as follows, to-wit:

Lot Twenty-One (21), Block One (1), WHITE ACRES ADDITION to the City of Lawton, Comanche County, Oklahoma, according to the plat of record thereof;

also known as 1242 SW 25<sup>th</sup> Place, Lawton, Oklahoma;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said Grantee, its administrators, successors and assigns forever, so that neither the Grantor, nor any person in its name and behalf shall nor will hereafter claim or demand any right or title to the said premises or any part thereof; but they shall by these presents be excluded and forever barred.

**EXECUTED** on the day and year written above.

**Grantor:**

**CITY OF LAWTON, OKLAHOMA**  
A municipal corporation

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA    )  
  )       SS  
COUNTY OF COMANCHE )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, this instrument was acknowledged before me, a Notary Public in and for said County and State, by Stanley Booker, as Mayor of the City of Lawton, a municipal corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
My commission number:

\_\_\_\_\_  
(SEAL)

APPROVED as to form and legality on behalf of City of Lawton this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY ATTORNEY

After filing, return to:

City of Lawton  
c/o Housing and Community Development  
1405 SW 11<sup>th</sup> Street  
Lawton, Oklahoma 73501

## **QUIT CLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS:

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_, 2021, between the **City of Lawton, a municipal corporation, of 212 SW 9<sup>th</sup> Street, Lawton, OK 73501**, of Comanche County, State of Oklahoma, hereinafter referred to as "Grantor, and the **Lawton Housing Authority, a public housing authority, of 609 SW F Avenue, Lawton, OK 73501**, Comanche County, State of Oklahoma, hereinafter referred to as "Grantee".

### **Conveyance with a Political Subdivision No Documentary Stamps Necessary 68 O.S. 3202.11**

WITNESSETH, that said Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, do hereby quitclaim, grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the real estate situated in Comanche County, State of Oklahoma, and more particularly described as follows, to-wit:

Lot Six (6), Block Thirteen (13), LLOYD ADDITION to the City of Lawton,  
Comanche County, Oklahoma, according to the plat of record thereof;

also known as 1415 SW E Avenue, Lawton, Oklahoma;

together with all the improvements thereon and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD said described premises unto the said Grantee, its administrators, successors and assigns forever, so that neither the Grantor, nor any person in its name and behalf shall nor will hereafter claim or demand any right or title to the said premises or any part thereof; but they shall by these presents be excluded and forever barred.

**EXECUTED** on the day and year written above.

**Grantor:**

**CITY OF LAWTON, OKLAHOMA**  
A municipal corporation

\_\_\_\_\_  
STANLEY BOOKER, MAYOR

**CORPORATE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA    )  
  )       SS  
COUNTY OF COMANCHE )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, this instrument was acknowledged before me, a Notary Public in and for said County and State, by Stanley Booker, as Mayor of the City of Lawton, a municipal corporation.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
My commission number:

\_\_\_\_\_  
(SEAL)

APPROVED as to form and legality on behalf of City of Lawton this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CITY ATTORNEY



# City of Lawton

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

## Commentary

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**File #:** 21-136

**Agenda Date:** 4/13/2021

**Agenda No:** 6.

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**ITEM TITLE:**

Consider a modification to the budget included in the Agreement for Funding and Limited Support with the FISTA Development Trust Authority for the 2020-2021 fiscal year and authorize funding from the Hotel-Motel Tax Economic Development Fund to be used for marketing and advertising for the FISTA and mall property.

**INITIATOR:** City Councilman Jay Burk

**STAFF INFORMATION SOURCE:** Deputy City Manager Richard Rogalski

**BACKGROUND:** In October of 2020, the City Council approved an Agreement for Funding and Limited Support with the FISTA Development Trust Authority for the 2020-2021 fiscal year. The budget attached in the agreement as Exhibit "A", included \$11,100 for Marketing and Advertising. It has since been determined that an effective marketing campaign will cost much more than that amount. The Authority and In-Touch, the firm retained to manage the retail operations in the mall, feel that to halt the mall's decline and revitalize the commercial interest and value of the property, a complete rebranding campaign is necessary. The Authority desires to retain Freestyle Creative, a marketing firm in Moore, Oklahoma, for this purpose for a fee amount of \$98,200. They are requesting that the City Council approve an amendment to their FY 2020-2021 budget to accommodate this amount and authorize funding in the amount of \$81,000 from the Hotel-Motel Tax Economic Development Fund for this purpose.

**EXHIBIT:** Revised budget for FY 2020-2021

**KEY ISSUES:** Click or tap here to enter text.

**FUNDING SOURCE:** Hotel-Motel Tax Economic Development Fund

**STAFF RECOMMENDED COUNCIL ACTION:** Approve a modification to the budget included in the Agreement for Funding and Limited Support with the FISTA Development Trust Authority for the 2020-2021 fiscal year and authorize funding in the amount of \$81,000 from the Hotel-Motel Tax Economic Development Fund to be used for marketing and advertising for the FISTA and mall property.

FISTA FY21 Amended Project Budget		
<b>Revenue</b>		<b>FISTA 9/15</b>
	Interest Income	\$ 1,000
	Luncheon/Meeting Revenue	\$ 5,000
	Donated Goods and Services	\$ 1,000
	FISTA Sales Use Tax Revenue	\$ 4,094,000
	Hotel-Motel Tax Economic Development Fund	\$ 81,000
	Sponsorships	\$ 5,000
<b>TOTAL REVENUE</b>		<b>\$ 4,187,000</b>
<b>Operating Expenses</b>		
<b>PAYROLL</b>		
	Salaries (2 staff x 9 months)	\$ 130,000
	Health, Dental & Life Ins	\$ 11,000
	Retirement Contribution (3% match)	\$ 3,000
	Taxes - Payroll	\$ 12,000
<b>TOTAL PAYROLL</b>		<b>\$ 156,000</b>
<b>ADMINISTRATION</b>		
	Bank Charges	\$ 300
	Computer Equip Maintenance	\$ 2,500
	Furniture (Desks, chairs, etc.)	\$ 15,000
	Legal & Accounting	\$ 20,000
	Meals/Luncheons	\$ 8,000
	Mileage/Travel (in-state)	\$ 3,000
	Office Supplies	\$ 3,500
	Postage	\$ 803
	Professional Dues/Subscriptions	\$ 10,000
	Small Equipment (computers, printers, etc.)	\$ 14,000
	Website	\$ 10,000
<b>TOTAL ADMINISTRATION</b>		<b>\$ 87,103</b>
<b>Lease Payments (Oct 2020 - June 2021)</b>		<b>\$ 256,797</b>
<b>Leasehold Improvements (Temporary Office)</b>		<b>\$ 20,000</b>
<b>Leasehold Improvements (Full build-out + CM + Architect)</b>		<b>\$ 3,544,000</b>
<b>TOTAL PAYMENTS and IMPROVEMENTS</b>		<b>\$ 3,820,797</b>
<b>ADVERTISING AND MARKETING</b>		
	Marketing & Advertising	\$ 92,800
	Promotional Items	\$ 8,300
	Tradeshow & Conference Registration	\$ 11,500
	Tradeshow & Conferences Travel	\$ 10,500
<b>TOTAL ADVERTISING AND MARKETING</b>		<b>\$ 123,100</b>
<b>TOTAL EXPENSES</b>		<b>\$ 4,187,000</b>



# City of Lawton

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

## Commentary

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**File #:** 21-124

**Agenda Date:** 4/13/2021

**Agenda No:** 7.

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**ITEM TITLE:**

Consider rejecting all the bids for the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47<sup>th</sup> Street, Bedford Circle & SW C Ave - Project #2017-07 and authorizing staff to re-advertise the project for bid.

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

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

**BACKGROUND:** On January 26, 2021, Council approved plans and specifications and authorized the staff to advertise for bids for the 2017 Ad Valorem Street and Roads Program (Residential) Project, Phase I-C. The project consists of the reconstruction of SE 47<sup>th</sup> Street extending approximately 283-ft from SE Kincaid Ave to SE Brown ST, SE Bedford Circle of approximately 851-ft in length, SW C Ave extending approximately 579-ft from SW 26<sup>th</sup> to SW 27<sup>th</sup> ST, and NW 36<sup>th</sup> ST extending approximately 1,282-ft from SW 21<sup>st</sup> ST to SW 18<sup>th</sup> ST. The project includes paving, ADA-compliant sidewalks, driveways, water lines, sewer lines, storm drain lines, and other works shown on the plans and specifications of the residential streets on file in the Engineering Division office. The Engineer's Estimated Construction Cost is \$2,111,880 for Concrete Alternative and \$1,977,030 for Asphalt Alternative. The contract time is specified as 300 calendar days. The bid-opening occurred on March 03, 2021. Six bids were received and reviewed. During review and evaluation of the bids, it was determined that problems with the bidding process make it necessary for the City to reject all bids as authorized under the Oklahoma Competitive Bidding Act and readvertise for bids.

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

**KEY ISSUES:** Problems with the bidding process require that the City reject all bids and re-advertise the project for bid.

**FUNDING SOURCE:** 2017 Ad Valorem Street Improvement Funds

**STAFF RECOMMENDED COUNCIL ACTION:** Reject all the bids for the 2017 Ad Valorem Street and Roads Program (Residential), Phase I-C - SE 47<sup>th</sup> Street, Bedford Circle & SW C Ave - Project #2017-07 and authorize staff to re-advertise the project for bid.



# City of Lawton

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

## Commentary

**File #:** 21-98

**Agenda Date:** 4/13/2021

**Agenda No:** 8.

**ITEM TITLE:**

Consider awarding the Lawton Groundwater Well No. 1 Project PU20-01 to the lowest responsible bidder, Layne Christensen Co. of Guthrie, OK.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** The Alternate Water supply method identified to supplement water availability during drought conditions was identified as ground wells from the Arbuckle Timbers Aquifer. Plans, specifications, and the drilling of Well Site K (Well No. 1) were approved by Council on April 14, 2020. This well site will be used to conduct the pilot study for treatability of the water from the identified alternate water source and Well No.1 will be converted to a production well. On January 20, 2021 and January 27, 2021 the City of Lawton Department of Public Utilities advertised for proposals for the Lawton Groundwater Supply - Well No. 1 Project #PU20-01. On March 16, 2021 the City received and opened two (2) responsive proposals. It is the Department and Consultant Engineer's recommendation that the project be awarded to the best and lowest

responsible bidder, Layne Christensen Co. of Guthrie, OK.

Bid Source	Engineer's Estimate	Layne Christensen Co	Hydro Resources
Total	\$ 1,151,679.00	\$ 1,225,930.00	\$ 1,388,060.00

**EXHIBIT:** The Construction Contract and Bid Tabulation are on file in the Department of Public Utilities Office.

**KEY ISSUES:** Does the City of Lawton wish to award the Lawton Groundwater Well No. 1 Project PU20-01 to Layne Christensen Co. of Guthrie, OK?

**FUNDING SOURCE:** 2016 CIP Alternative Water Sources Fund (094-0097-000-00-03281133)

**STAFF RECOMMENDED COUNCIL ACTION:** Award the Lawton Groundwater Well No. 1 Project PU20-01 to Layne Christensen Co. of Guthrie, OK in the amount of \$1,225,930.00.



## CONTRACT

THIS CONTRACT made and entered into this 13th day of April, 2021, by and between CITY OF LAWTON, Oklahoma, a Municipal Corporation, acting by and through the Mayor and City Council, party of the first part, hereinafter referred to as "CITY", and Layne Christensen Company, party of the second part, hereinafter referred to as "CONTRACTOR".

### WITNESSETH:

WHEREAS, the CITY has caused to be prepared in accordance with law, certain Contract Documents and Technical Specifications (including Plans) for the work hereinafter described, and has caused a Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for

### **Lawton Groundwater Supply – Well No. 1** **Project # PU 20-01**

and

WHEREAS, the Contractor in response to said Solicitation for Bids submitted to the CITY in the manner and at the time specified a sealed proposal in accordance with the terms and provisions of said Contract Documents and Technical Specifications, Plans and Addenda(s) associated with this project; and

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed all the proposals submitted and has determined and declared the above named Contractor to be the best responsive bidder on the above described project; and

WHEREAS, the City, has duly awarded this Contract to said Contractor at the contract unit prices bid and as specified in the Contractor's proposal, to wit:

One million two hundred twenty-five thousand nine hundred thirty & 00/100 Dollars (\$1,225,930.00). Said proposal of Layne Christensen Co. is incorporated by reference into this contract. The actual amount to be paid to the Contractor will be based on the unit price in the Contractor's proposal times the unit quantities actually used and accepted for this project.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. The Contractor shall, in a good and first-class workmanlike manner, at his own cost and expense, furnish all labor and materials, tools, and equipment required to perform and complete said work in strict accordance with this Contract, the Contract Documents and Technical Specifications and all applicable Plans and Addenda, all of which are on file in the office of the Project Manager, 2100 SW 6<sup>th</sup> Street, Lawton, OK, 73501, and hereby incorporated by reference and made a part of this Contract as if the same were each herein set out at length.

2. The CITY will make progress payments to the Contractor no more than once per month upon request of the Contractor.

Such payment will be made on the basis of an agreed estimate of work performed since the previous pay request, provided that the Contractor and the Project Manager shall have previously come to an agreement as to the amount of the request prior to submission.

The City shall retain five percent (5%) of the amount of each estimate until the project is complete. This retainage shall not be released until final acceptance of project by the City Council.

Each monthly estimate for payment must contain or have attached an affidavit for payment, as set forth in the Contract Documents and Technical Specifications.

On completion of the work, but prior to the acceptance by the CITY, it shall be the duty of the City Engineer/Project Manager, or his authorized designee, to determine that said work has been completed and fully performed in accordance with said Contract Documents and Technical Specifications and all applicable Plans and Addenda; and upon making such determination said official shall make his final certificate to the CITY.

The Contractor hereby agrees to commence work under this Contract on a date to be specified in a written "Work Order" of the CITY and to fully complete the project **One Hundred Twenty (120) consecutive calendar days** The Contractor further agrees to pay as liquidated damages, the sum of **One Thousand Dollars and 00/100 (\$1,000.00) for each consecutive calendar day** thereafter as provided in Paragraph 18 of the General Conditions section of the Contract Documents and Technical Specifications.

The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit constituting the Contractor's Release to City as set forth in the Contract Documents and Technical Specifications; thereupon, the final estimate (including any retained amounts) will be approved and paid.

3. Discrimination. The Contractor agrees in connection with the performance of work under this contract as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, disability, age or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, (including apprenticeship.) The Contractor agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Contract.
- b. The Contractor and Subcontractor shall agree to post in a conspicuous place available to employees and applicants for employment, notice to be provided by the City Clerk of the City of Lawton setting forth the provisions of this section.

- c. In the event of the Contractor's non-compliance with the above non-discrimination clause, this Contract may be terminated by the CITY. The Contractor may also be declared by the CITY to be ineligible for future contracts with the CITY until satisfactory proof of intent to comply shall be made by the Contractor.

4. Use of Subcontractors. The Contractor shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. At the request of the CITY, the Contractor shall furnish evidence of compliance with this requirement of minority solicitation. The Contractor further agrees to consider the grant of subcontracts to minority bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses.

5. Entire Contract. This Contract and all the documents incorporated by reference contain the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing hereto or attached. This Contract includes the following items: this Contract, the Contract Documents and Technical Specifications, all applicable Plans and Addenda and the Contractor's Proposal.

6. Modification and Termination. This Contract cannot be modified or terminated except in writing signed by both parties or as otherwise provided herein.

7. Assignment. This Contract shall not be assigned without the written consent of the CITY.

8. Bankruptcy. If the Contractor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the Contractor, or if a receiver is appointed for the Contractor, the CITY shall have the right to terminate this Contract upon written notice to the Contractor without prejudice to any claim for damages or any other right of the CITY under this Contract to the time of such termination.

9. Variables in Cost. The parties hereto assume and understand that the variables in Contractor's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in Contractor's costs will in no way alter the Contractor's obligations under this Contract nor excuse performance or delay on his part.

10. Choice of Laws and Venue. This Contract shall be governed by the laws of the State of Oklahoma. Any lawsuit brought concerning this Contract shall be filed with the appropriate state court, Comanche County, Oklahoma or with the United States District Court for Western District of Oklahoma, as applicable.

11. This Contract requires proper signature and acceptance by the Contractor and approval by the Lawton City Council before it becomes effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) originals, the day and year first above written.

(FOR CORPORATIONS ONLY)

Layne Christensen Company

Name of Corporation

By  Kenneth B. Olson

Title Treasurer

ATTEST:

See Attached Certificate of Secretary

Title \_\_\_\_\_  
(AFFIX SEAL)



(FOR PARTNERSHIPS AND PROPRIETORSHIPS)

\_\_\_\_\_  
Name of Partnership or Proprietorship

By \_\_\_\_\_

Title \_\_\_\_\_

COUNTY OF COMANCHE }  
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared \_\_\_\_\_, a member of the partnership/proprietorship \_\_\_\_\_ to me known to be the identical person who executed the within and foregoing instrument on behalf of said partnership/proprietorship and acknowledged to me that \_\_\_\_\_ (he/she) executed the same as \_\_\_\_\_ (his/her) free and voluntary act and deed, and for the free and voluntary act and deed of said partnership/proprietorship, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz)

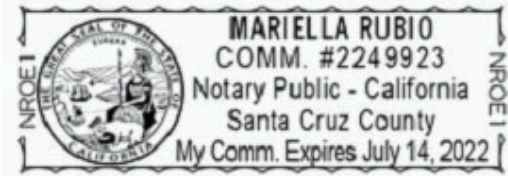
On March 18, 2021 before me, Mariella Rubio, Notary Public  
(insert name and title of the officer)

personally appeared Kenneth B. Olson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Mariella Rubio, Notary Public



(Seal)

CITY OF LAWTON, OKLAHOMA  
A Municipal Corporation

\_\_\_\_\_  
Stan Booker, MAYOR

ATTEST:

\_\_\_\_\_  
Traci Hushbeck, CITY CLERK

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
John Ratliff, CITY ATTORNEY

I, Donald Moore, Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No. 094-0097-000-00-03281133 for One million two hundred twenty-five thousand nine hundred thirty & 00/100 Dollars (\$1,225,930.00), and after charging account title Alternative Water Sources with this encumbrance there is an unencumbered balance in said account of \$ \_\_\_\_\_ .

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Donald Moore, FINANCE DIRECTOR

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that

Layne Christensen Company as Principal, and  
(full name and address)

Travelers Casualty and Surety Company of America as Surety, a  
(full name and address)

corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum

of One Million Two Hundred Twenty Five Thousand Nine Hundred Thirty 00/100 DOLLARS (\$ 1,225,930.00 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, trustees, successors, and assigns, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 13th day of April, 2021, for

**Lawton Groundwater Supply – Well No. 1**  
**Project # PU 20-01**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall

- (1) in all particulars, well, truly and faithfully perform and abide by said Contract, each and every covenant, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and
- (2) if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise.

then this obligation shall be null and void. **Otherwise** said obligation shall be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode or procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligation of this bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year above written.

Dated this 18th day of March, 2021.

Principal:

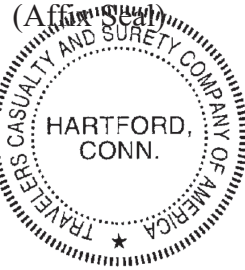
Surety:

Layne Christensen Company  
(Name of Contractor)

Travelers Casualty and Surety Company of America

By: [Signature]  
(Name & Title) Kenneth B. Olson, Treasurer

By: [Signature] Isabel Barron  
Attorney-in-Fact



**(FOR CORPORATIONS ONLY)**

ATTEST:

See Attached Certificate of Secretary  
(Name & Title) (Affix Seal)



**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary: \_\_\_\_\_

My commission expires: \_\_\_\_\_



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz)

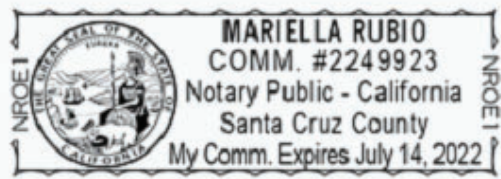
On March 18, 2021 before me, Mariella Rubio, Notary Public  
(insert name and title of the officer)

personally appeared Isabel Barron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Mariella Rubio, Notary Public



(Seal)

# STATUTORY BOND

Bond No. 107355758

KNOW ALL MEN BY THESE PRESENTS that

Layne Christensen Company as Principal, and  
(full name and address)

Travelers Casualty and Surety Company of America as Surety, a  
(full name and address)

corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

One Million Two Hundred Twenty Five Thousand Nine Hundred Thirty 00/100 DOLLARS  
(\$ 1,225,930.00) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written Contract with the CITY OF LAWTON, OKLAHOMA, dated on the 13th day of April, 2021, for

**Lawton Groundwater Supply – Well No. 1**  
**Project # PU 20-01**

all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the Office of the City Clerk, City Hall, 212 SW 9th St, Lawton, Oklahoma 73501.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or Subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid. It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this bond.

IN WITNESS WHEREOF, said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the year and day first above written.

Dated this 18th day of March, 2021.

Principal:

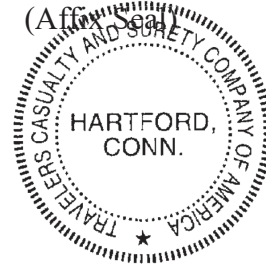
Surety:

Layne Christensen Company  
(Name of Contractor)

Travelers Casualty and Surety Company of America

By: [Signature] Kenneth B. Olson, Treasurer  
(Name & Title)

By: [Signature] Isabel Barron  
Attorney-in-Fact



**(FOR CORPORATIONS ONLY)**

ATTEST:

See Attached Certificate of Secretary  
(Name & Title) (Affix Seal)



**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**

Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz)

On March 18, 2021 before me, Mariella Rubio, Notary Public  
(insert name and title of the officer)

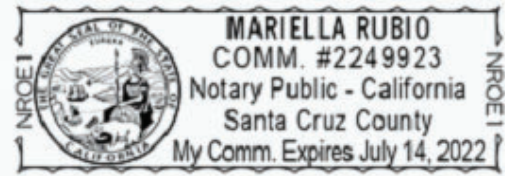
personally appeared Isabel Barron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Mariella Rubio, Notary Public

(Seal)



# MAINTENANCE BOND

Bond No. 107355758

KNOW ALL MEN BY THESE PRESENTS that

Layne Christensen Company as Principal, and  
(full name and address)

Travelers Casualty and Surety Company of America as Surety, a  
(full name and address)

corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, are hereby held and firmly bound unto the CITY OF LAWTON, as OWNER, in the penal sum of

One Million Two Hundred Twenty Five Thousand Nine Hundred Thirty 00/100 DOLLARS  
(\$ 1,225,930.00 ) in lawful money of the United States of America, said sum being equal to One Hundred Percent (100%) of the Contract price, for two (2) years after completion and acceptance of the project, payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that WHEREAS, said Principal entered into a written contract with the CITY OF LAWTON, OKLAHOMA, dated on the 13th day of April, 2021, for

## **Lawton Groundwater Supply – Well No. 1** **Project # PU 20-01**

all in compliance with the plans and specifications therefore, made a part of this contract and file in the Office of the City Clerk of the City of Lawton, City Hall, 212 SW 9th St, Lawton, Oklahoma, 73501.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the CITY OF LAWTON, OKLAHOMA all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work for a period of TWO (2) years, from and after acceptance of said project by the CITY OF LAWTON and if Principal shall pay or cause to be paid all labor and materials, including the Prime Contractor and all Subcontractors; and if Principal shall save and hold the CITY OF LAWTON harmless from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of the bond.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the surety

has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized to do so, the day and year first above written.


Dated this 18th day of March, 2021.

Principal:

Surety:

Layne Christensen Company  
(Name of Contractor)

Travelers Casualty and Surety Company of America

By:  Kenneth B. Olson, Treasurer  
(Name & Title)

By:  Isabel Barron  
Attorney-in-Fact

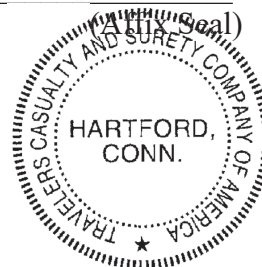
**(FOR CORPORATIONS ONLY)**

ATTEST:

See Attached Certificate of Secretary

(Name & Title)

(Affix Seal)



**(FOR PARTNERSHIPS AND PROPRIETORSHIPS)**



Notarized on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary: \_\_\_\_\_ My commission expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## ACKNOWLEDGMENT

State of California  
County of Santa Cruz)

On March 18, 2021 before me, Mariella Rubio, Notary Public  
(insert name and title of the officer)

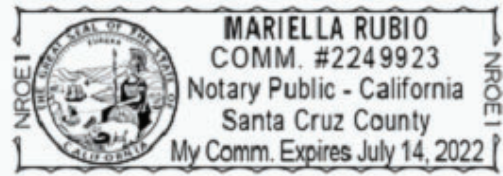
personally appeared Isabel Barron,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Mariella Rubio, Notary Public

(Seal)



**LAYNE CHRISTENSEN COMPANY  
CERTIFICATE OF SECRETARY**

---

I, Aaron Storm, Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted on January 27, 2020; that the Board of Directors acting was duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

**AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS**

**RESOLVED**, that the following officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

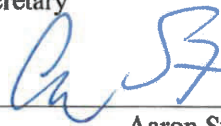
**RESOLVED FURTHER**, that the authority provided for herein shall be in accordance with applicable policies, procedures and delegations of authority previously approved and the Granite Construction Incorporated Delegation of Authority Policy then in effect.

**AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS**

**RESOLVED**, that the following officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Robert C. VanGorder	—	President & Group Manager
Denise C. McClanahan	—	Vice President, Granite Inliner Division
Kent M. Wartick	—	Vice President, Water Resources Division
Gernot E. Penzhorn	—	Vice President, Mineral Services Division
Jigisha Desai	—	Chief Financial Officer
Kenneth B. Olson	—	Treasurer & Assistant Secretary
Aaron Storm	—	Secretary
Michael W. Barker	—	Vice President & Controller
Terry Jebavy	—	Group Controller & Assistant Secretary
Nicholas B. Blackburn	—	Assistant Secretary
Thomas B. Healy	—	Assistant Secretary

Dated: January 28, 2020

  
\_\_\_\_\_  
Aaron Storm







**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



*Marie C. Tetreault*

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **March 18**, **2021**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# City of Lawton

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

## Commentary

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**File #:** 21-84

**Agenda Date:** 4/13/2021

**Agenda No:** 9.

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**ITEM TITLE:**

Consider extending contract (CL19-018) Precast Concrete Manholes to Primary Structure of Guthrie, OK for an additional year.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** The contract (CL19-018) Precast Concrete Manholes to is currently in effect. The vendor, Primary Structure of Guthrie, OK has agreed to the contract extension with the same terms, conditions, and prices that are currently in effect. The recommendation has been received from the Department that the contract be extended for an additional year. Primary Structure have 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 (CL19-018) Precast Concrete Manholes to Primary Structure of Guthrie, OK for an additional year?

**FUNDING SOURCE:** Sewer Construction Division Repair & Materials Account (077-1338-000-00-02110000

**STAFF RECOMMENDED COUNCIL ACTION:** Extend contract (CL19-018) Precast Concrete Manholes to Primary Structure of Guthrie, OK for an additional year.



# City of Lawton

## Department of Public Utilities

E-mail: [publicutilities@lawtonok.gov](mailto: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: Marcie Sego, Buyer Financial Services  
From: Rusty Whisenhunt, Director of Public Utilities *WJH*  
Subject: CL19-018 – Precast Concrete Manholes  
Date: March 9, 2021

It is recommended to extend the contract for Precast Concrete Manholes for another year. Contract purchases are estimated to be greater than \$75,000 per fiscal year.

Funds are available in the Sewer Construction Division Materials Account (077-1338-000-00-02110000).

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

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**File #:** 21-85

**Agenda Date:** 4/13/2021

**Agenda No:** 10.

---

**ITEM TITLE:**

Consider extending contract (CL19-025) Cationic Polymer to Chameleon Industries of Corsicana, TX for an additional year.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** David Hastings, Plants Superintendent

**BACKGROUND:** The contract (CL19-025) Cationic Polymer is currently in effect. The vendor, Chameleon Industries of Corsicana, TX has agreed to the contract extension with the same terms, conditions, and prices that are currently in effect. The recommendation has been received from the Department that the contract be extended for an additional year. Chameleon Industries 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 (CL19-025) Cationic Polymer to Chameleon Industries of Corsicana, TX for an additional year?

**FUNDING SOURCE:** Medicine Park and Southeast Water Treatment Plant Divisions' Chemicals Accounts (050-1375-000-00-02050000 and 050-1384-000-00-02050000).

**STAFF RECOMMENDED COUNCIL ACTION:** Extend contract (CL19-025) Cationic Polymer to Chameleon Industries of Corsicana, TX for an additional year.



# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto: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: Marcie Sego, Buyer Financial Services  
From: David Hastings, Plants Superintendent  
Thru: Rusty Whisenhunt, Director of Public Utilities *war*  
Subject: CL19-025 – Cationic Polymer  
Date: March 9, 2021

It is recommended to extend the contract for Cationic Polymer for another year. Contract purchases are estimated to be greater than \$75,000 per fiscal year.

Funds are available in the Medicine Park and Southeast Water Treatment Plant Division's Chemicals Account (050-1375-000-00-02050000 and 050-1384-000-00-02050000).

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

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**File #:** 21-86

**Agenda Date:** 4/13/2021

**Agenda No:** 11.

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**ITEM TITLE:**

Consider extending contract (CL20-014) GAC Granulated Activated Carbon to Carbon Activated Corp of Compton, CA for an additional year.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** David Hastings, Plants Superintendent

**BACKGROUND:** The contract (CL20-014) GAC Granulated Activated Carbon is currently in effect. The vendor, Carbon Activated Corp of Compton, CA has agreed to the contract extension with the same terms, conditions, and prices that are currently in effect. The recommendation has been received from the Department that the contract be extended for an additional year. Carbon Activated Corp 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 (CL20-014) GAC Granulated Activated Carbon to Carbon Activated Corp of Compton, CA for an additional year?

**FUNDING SOURCE:** Medicine Park and Southeast Water Treatment Plant Divisions' Repair and Maintenance Accounts (050-1375-000-00-02110000 and 050-1384-000-00-02110000).

**STAFF RECOMMENDED COUNCIL ACTION:** Extend contract (CL20-014) GAC Granulated Activated Carbon to Carbon Activated Corp of Compton, CA for an additional year.



# City of Lawton

## Department of Public Utilities

E-mail: [publicutilities@lawtonok.gov](mailto: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: Marcie Sego, Buyer Financial Services  
From: David Hastings, Plants Superintendent  
Thru: Rusty Whisenhunt, Director of Public Utilities *u h*  
Subject: CL20-014 – GAC Granulated Activated Carbon  
Date: March 9, 2021

It is recommended to extend the contract for GAC Granulated Activated Carbon for another year. Contract purchases are estimated to be greater than \$75,000 per fiscal year.

Funds are available in the Medicine Park and Southeast Water Treatment Plant Division's Repair and Maintenance Account (050-1375-000-00-02110000 and 050-1384-000-00-02110000).

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

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**File #:** 21-87

**Agenda Date:** 4/13/2021

**Agenda No:** 12.

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**ITEM TITLE:**

Consider extending contract (CL20-017) Grassing & Sodding to Green Turf Sod of Lawton, OK for an additional year.

**INITIATOR:** Rusty Whisenhunt, Director of Public Utilities

**STAFF INFORMATION SOURCE:** Rusty Whisenhunt, Director of Public Utilities

**BACKGROUND:** The contract (CL20-017) Grassing & Sodding is currently in effect. The vendor, Green Turf Sod of Lawton, OK has agreed to the contract extension with the same terms, conditions, and prices that are currently in effect. The recommendation has been received from the Department that the contract be extended for an additional year. Green Turf Sod has fulfilled the terms and conditions of the current contract.

**EXHIBIT:** Department Recommendation, Abstract of Bids, Price Sheets

**KEY ISSUES:** Does the City of Lawton wish to extend contract (CL20-017) Grassing & Sodding to Green Turf Sod of Lawton, OK?

**FUNDING SOURCE:** Sewer Construction Repair & Maintenance Account (077-1338-000-00-02110000)

**STAFF RECOMMENDED COUNCIL ACTION:** Extend contract (CL20-017) Grassing & Sodding to Green Turf Sod of Lawton, OK for an additional year.





# City of Lawton

## Department of Public Utilities

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E-mail: [publicutilities@lawtonok.gov](mailto: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: Marcie Sego, Buyer Financial Services  
From: Rusty Whisenhunt, Director of Public Utilities *lwh*  
Subject: CL20-017 Grassing & Sodding  
Date: March 9, 2021

It is recommended to extend the contract for Grassing & Sodding for another year. Contract purchases are estimated to be greater than \$75,000 per fiscal year.

Funds are available in the Sewer Construction Division Repair and Materials Account (077-1338-000-00-02110000).

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

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**File #:** 21-100

**Agenda Date:** 4/13/2021

**Agenda No:** 13.

---

**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 appointment 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 9<sup>th</sup> Street  
Lawton, Oklahoma 73501  
(580) 581-3301 Fax (580) 581-3536

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**April 13, 2021**

**Parks and Recreation Commission**

Angela Rivera -Ward 8 Representative  
3432 NW Columbia Avenue  
Lawton, OK 73505  
UT 01/01/23



# City of Lawton

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

## Commentary

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**File #:** 21-111

**Agenda Date:** 4/13/2021

**Agenda No:** 14.

---

**ITEM TITLE:**

Presentation of the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2020, as presented by BKD, LLP.

**INITIATOR:** Donald Moore, Finance Director

**STAFF INFORMATION SOURCE:** Donald Moore, Finance Director

**BACKGROUND:** The public accounting firm of BKD, LLP, as engaged by the City, has completed the fiscal year 2019-2020 financial statements and audit of the City of Lawton.

**EXHIBIT:** The financial statements and audit report for fiscal year ended June 30, 2020, will be on file in the City Clerk's Office and distributed to the Mayor/Councilmembers immediately upon receipt from the auditors.

**KEY ISSUES:** None

**FUNDING SOURCE:** None

**STAFF RECOMMENDED COUNCIL ACTION:** Accept the financial statements and audit report on the City of Lawton for fiscal year ended June 30, 2020.



# City of Lawton

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

## Commentary

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**File #:** 21-101

**Agenda Date:** 4/13/2021

**Agenda No:** 15.

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**ITEM TITLE:**

Hold a public hearing to receive citizen comments, discuss recommendations from the City Planning Commission, and consider approving the Annual Action Plan for FFY 2020 Second Amendment, and authorizing the Mayor and City Clerk to execute all documents necessary to implement the plan and manage the Federal programs.

**INITIATOR:** Richard Rogalski, Community Services Director

**STAFF INFORMATION SOURCE:** Christine James, Administrator of Housing & Community Development

**BACKGROUND:** The Citizen Participation Plan requires a public hearing before the City Planning Commission (CPC) and City Council to consider major amendments to any plan. The hearing is to obtain input from Lawton citizens and the members of the Council on the amendment. The Annual Action Plan for FFY 2020 was approved on June 23, 2020 and included the Veterans Resource Center Project. The Veterans Resource Center will be located at the old Armed Services YMCA downtown and will have the ability to house up to ten homeless veterans. Along with the temporary shelter, the center will provide valuable resources, including finding permanent housing for the homeless veterans. In June, the City of Lawton was unable to allocate funds to the project since Lawton Support Services was still in the process of obtaining title to the property. Lawton Support Services obtained title in January of this year and the project can now be funded. The Annual Action Plan for FFY 2020 Second Amendment is to allocate \$550,000 in Federal funds to the Veterans Resource Center; \$400,000 in HOME funds toward the shelter and \$150,000 in CDBG funds towards infrastructure. The goal of this project is to find permanent housing for our local veterans.

**EXHIBIT:** Annual Action Plan for FFY 2020 Second Amendment-Project/Activity List with Allocation Amounts

**KEY ISSUES:** N/A

**FUNDING SOURCE:** CDBG and HOME Federal grants

**STAFF RECOMMENDED COUNCIL ACTION:** Hold a public hearing and approve the Annual Action Plan for FFY 2020 Second Amendment, and authorize the Mayor and City Clerk to execute all documents necessary to implement the plan and manage the Federal programs.

## Annual Action Plan for FFY 2020 Second Amendment

### Project/Activity List with Allocation Amounts

	2020 Allocation		Funds Remaining from Previous Yrs	
	HOME	CDBG	HOME	CDBG
CDBG Admin (max 20% of grant + PI)		\$142,517.00		
HOME Admin (max 10% of grant + PI)	\$41,583.00			
Home Rehabilitation-HOME	\$279,947.00			
Exterior Improvemtns-CDBG		\$106,131.00		
Emergency Repairs-CDBG		\$60,000.00		
First-time Homebuyer-HOME	\$15,000.00			
CHDO Set-Aside-HOME (min 15% of grant)	\$56,478.00			
Section 108 Loan-CDBG		\$128,398.00		
Public Service Organizations-CDBG (max 15% of grant)		\$106,888.00		
Teen Court	\$21,264.00			
Christian Family	\$19,283.00			
New Directions	\$17,276.00			
C Carter Crane	\$15,270.00			
Roadback	\$13,264.00			
Family Promise	\$11,258.00			
Lawton Support Services	\$9,273.00			
HAD Delivery Cost-CDBG		\$106,561.00		
Code Enforcement-CDBG		\$79,400.00		
Housing Reconstruction Project:				
New Construction			\$500,000.00	
Demolition				\$20,000.00
Public Facility Improvements:				
Clement Washington Sr Spray Park				\$15,000.00
Owens Multi-Purpose Center Gym Floor/ADA Restrooms				\$41,000.00
Patterson Center Roof				\$80,000.00
HC King Center Kitchen				\$40,000.00
* Veterans Resource Center (Former Armed Services YMCA)				
SRO Housing Units			\$400,000.00	
Infrastructure				\$150,000.00
Public Infrastructure:				
Sidewalks				\$340,000.00
Ridgecrest Addition				\$10,000.00
Legion/Vernon Addition Drainage				\$200,000.00
CHDO New Construction			\$200,000.00	
TBRA (existing contract)			\$170,000.00	
	\$393,008.00	\$729,895.00	\$1,270,000.00	\$896,000.00
2020 Allocation Amount	\$376,518.00	\$712,589.00		
Program Income (PI) 2019	\$16,490.00	\$17,306.00		
Total	\$393,008.00	\$729,895.00	\$1,275,127.10	\$935,392.92
Remaining Balance	\$0.00	\$0.00	\$5,127.10	\$39,392.92

\* Project was approved with 2020 AAP but was not allocated any funds since at the time the building was not owned by Lawton Support Services (LSS). Now that LSS owns the building, funds can be allocated.



# City of Lawton

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

## Commentary

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**File #:** 21-121

**Agenda Date:** 4/13/2021

**Agenda No:** 16.

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**ITEM TITLE:**

Discuss preservation issues associated with places in the community of historic and cultural significance.

**INITIATOR:** Councilpersons Allan Hampton and Onreka Johnson

**STAFF INFORMATION SOURCE:** City Attorney John Ratliff

**BACKGROUND:** Historic landmarks in the community are in danger of being destroyed if the city council does not take action to curb development in order to protect places of historic and/or cultural significance. Determining which areas have historic preservation value and getting those areas designated as such is critical preserving these places for future generations. Specifically discuss initiating a proposal of historic designation with respect to parks in Wards 5 and 7.

**EXHIBIT:** Lawton City Code Section 18-10-1-1010

**KEY ISSUES:** Preserving items of historic and cultural significance for future generations

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Provide direction to staff as appropriate.

18-10-1-1010 - Historical preservation district overlay zoning designation process.

A.The city may designate tracts and sites for inclusion within the Historical Preservation Overlay District in the same manner prescribed for the designation of other zoning districts and subject to compliance with this chapter; however, all designations of tracts and sites for inclusion within the preservation district shall be reviewed and considered by the historical commission. Such commission shall forward its recommendation regarding a proposed designation to the city planning commission and city council.B.The initiation of a proposal of designation may be made by the applicant which may be the historical commission, the city council, the city planning commission or the owner or owners of the parcel(s) to be designated or the authorized agents of the owner or owners. Any such application shall be made upon forms or pursuant to standards set by the historical commission for this purpose.C.Notice of consideration of a district designation by the historical commission shall be the same as is required for consideration of the adoption or amendment of zoning district boundaries as set out in Section 18-1-114 of this Code. As a part of such notice, the city manager or his designee shall notify the owner or owners of record of affected properties by mail which shall include a copy of the proposed designation ordinance, a letter outlining the basis for the designation, and the obligations and restrictions which result from such designation.D.The historical commission, or the applicant if the applicant is not said commission, may solicit and present expert testimony or documentary evidence regarding the historical, architectural, archeological, or cultural importance of the property or district proposed for designation.E.It shall be the duty of the city manager or his designee to report to the historical commission as to the existence of such plans, programs, or authorization which might have application to the property proposed for designation, and further to offer a professional opinion as to whether or not the proposed designation is in accordance with such plans, programs or authorizations.F.As part of every such proposed designation, or proposed amendment of a designation, the historical commission shall state in written form to the city planning commission the attributes of the area or property proposed for designation or the degree to which such attributes relate to and comply with the review criteria set forth in this article. In addition, the historical commission shall state in writing:1.Whether or not, in its review, designation would be in compliance with prior actions of the city council proving plans, program or authorizations for public trusts, agencies or authorities of the city;2.The proposed design guidelines for applying the criteria for review of certificates of appropriateness to the districts proposed for designation;3.The recommendation as to appropriate permitted uses, uses permitted on review, height and area regulations, sign regulations and parking regulations necessary or appropriate to the preservation of the district proposed or designation.G.The city manager or his designee shall officially notify the historical commission of all approvals or disapprovals of designation ordinances at the next regular meeting of the historical commission following city council action. The historical commission shall have the authority to effect the amendment or repeal of any designation of a site, structure, building, district, or monument in the same manner and according to the same procedures provided herein for the original designation.

(Ord. No. 13-39, § 1, 12-10-2013)





# City of Lawton

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

## Commentary

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**File #:** 21-123

**Agenda Date:** 4/13/2021

**Agenda No:** 17.

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**ITEM TITLE:** Discuss the status of the 2021 Juneteenth Celebration slated to be held virtually on June 19, 2021.

**INITIATOR:** Councilmember Johnson and Mayor Booker

**STAFF INFORMATION SOURCE:** City Attorney John Ratliff

**BACKGROUND:** The Annual Juneteenth celebrations are held every year at the Patterson Center. Due to public safety and budget concerns that have arisen as a result of the COVID-19 Pandemic, the event will be held virtually this year. Last year, the event was cancelled entirely.

**EXHIBITS:** N/A

**KEY ISSUES:** N/A

**FUNDING SOURCE:** General Fund

**RECOMMENDED COUNCIL ACTION:** Discuss the item and take action as necessary.



# City of Lawton

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

## Commentary

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**File #:** 21-134

**Agenda Date:** 4/13/2021

**Agenda No:** 18.

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**ITEM TITLE:**

Discuss the nature of the ownership of property known as Butch Suttle Park and provide direction to staff regarding any interest the City may have on said property.

**INITIATOR:** Richard Rogalski, Deputy City Manager  
Jeff Temple, Parks & Recreation Director

**STAFF INFORMATION SOURCE:** Richard Rogalski, Deputy City Manager  
Charlotte Brown, Code Plans Supervisor

**BACKGROUND:** Butch Suttle Park is a neighborhood park that is located in Sheridan Addition at NW 24<sup>th</sup> Street and NW Pollard Avenue. Recently, the re-developer of the Apple Run & Deer Park apartment complex to the south of Butch Suttle Park reached out to City staff regarding the possibility of purchasing or leasing all or a portion of the park to install a storm shelter for the complex. As the City has been working for some time to possibly divest the City from the maintenance responsibility of under used and underdeveloped parks, staff researched our ownership of the park property to see if such action was possible. However, in reviewing the records we discovered a serious problem regarding our rights to the property. The plat for this area was recorded with the County Clerk's office on August 5, 1952. On this plat the area that is now known as Butch Suttle Park, rather than a park dedication, was instead platted as lots and blocks, with the extension of the rights-of-way of NW Pollard Avenue and NW 25<sup>th</sup> Street. Both Sheridan Addition Part Two and Part Three do show the area as City Park, but staff has researched our records and Comanche County records extensively and can find nothing that formally dedicates this property as a park, even though it was obviously developed as and used as a city park since that time. Staff is now asking for City Council to direct them on how to proceed with the matter. If Council desires to maintain this property as a city park, staff will contact the heirs of the original developer and ask that they dedicate the property to the City of Lawton. However, if the City Council would rather the re-developer of the Apple Run & Deer Park Apartment Complex attempt to obtain ownership of the property directly from said heirs, than the City would soon no longer be required to maintain that property and be able to devote those resources elsewhere. It should be noted that the re-developer has stated that, other than the construction of a storm shelter, they are willing to maintain the remaining area as recreation area and install further improvements. Staff has reached out to the heirs of the original developer and discussed the current situation regarding this property and is ready to proceed with implementing the Council's direction.

**EXHIBIT:** Sheridan Addition Part One Plat  
Sheridan Addition Part Two Plat  
Sheridan Addition Part Three Plat

**KEY ISSUES:** Does Council wish to continue to maintain Butch Suttle Park?

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Direct staff to not assert the City's potential interest in

the property known as Butch Suttle Park and to take those steps necessary to transition said property to private ownership/maintenance.



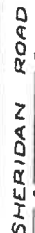




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THE COMMISSIONERS OF THE LANDS AND MINES  
OF CANADA  
IN RESPONSE TO A RESOLUTION PASSED BY THE  
HOUSE OF COMMONS ON MAY 11, 1909  
AND BY THE SENATE ON MAY 12, 1909  
TO THE EFFECT THAT THE COMMISSIONERS OF THE LANDS AND MINES  
SHOULD BE AUTHORIZED TO INVESTIGATE THE  
MATTERS REFERRED TO IN THE RESOLUTION  
AND TO REPORT THEREON TO THE HOUSE OF COMMONS  
AND TO THE SENATE  
AND TO THE COMMISSIONERS OF THE LANDS AND MINES  
OF CANADA  
IN RESPONSE TO A RESOLUTION PASSED BY THE  
HOUSE OF COMMONS ON MAY 11, 1909  
AND BY THE SENATE ON MAY 12, 1909  
TO THE EFFECT THAT THE COMMISSIONERS OF THE LANDS AND MINES  
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AND TO THE SENATE  
AND TO THE COMMISSIONERS OF THE LANDS AND MINES  
OF CANADA

STATE OF OREGON )  
COUNTY OF CLATSOP )  
1931

This document was filed on the 31 day of Feb,  
at 440 P. M., and duly recorded in Book 2 at Page 63.  
1965

Ray J. Brown



# City of Lawton

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

## Commentary

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**File #:** 21-119

**Agenda Date:** 4/13/2021

**Agenda No:** 19.

---

**ITEM TITLE:**

Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on October 3, 2019 including the details of a settlement negotiation meeting which occurred on March 24, 2021, and, if necessary, take appropriate action in open session.

**INITIATOR:** City Attorney - John Ratliff, Director of Public Utilities - Rusty Whisenhunt

**STAFF INFORMATION SOURCE:** City Attorney - John Ratliff, Director of Public Utilities - Rusty Whisenhunt

**BACKGROUND:** The City Attorney and Director of Public Utilities desire to discuss with the Mayor and Council a pending action with the Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on October 3, 2019 in relation to discharges at the City's Wastewater Treatment Plant from July 2017 through August 2019 including the details of a settlement negotiation meeting conducted on March 24, 2021, and, if necessary, take appropriate action in open session. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the Director of Public Utilities /Attorney regarding the above referenced action will seriously impair the ability of the City to protect the City's interest, and from that determination, the Council should convene in executive session to discuss this matter.

**EXHIBIT:** N/A

**KEY ISSUES:** N/A

**FUNDING SOURCE:** N/A

**STAFF RECOMMENDED COUNCIL ACTION:** Convene in executive session to discuss a pending action with Oklahoma Department of Environmental Quality concerning a Notice of Violation issued by ODEQ to the City on October 3, 2019 including the details of a settlement negotiation meeting which occurred on March 24, 2021, and, if necessary, take appropriate action in open session.



# City of Lawton

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

## Commentary

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**File #:** 21-132

**Agenda Date:** 4/13/2021

**Agenda No:** 20.

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ITEM TITLE: Pursuant to Section 307 B4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss a pending conflict of interest investigation under City Code Section 17-2-13-274, and if necessary, take action in open session.

INITIATOR: City Attorney - John Ratliff

STAFF INFORMATION SOURCE: City Attorney - John Ratliff

BACKGROUND: The City Attorney desires to discuss with the Council a pending investigation under City Code Section 17-2-13-274. The City Attorney advises the City Council that the Council should determine that disclosure of confidential communications between the Council and the City Attorney regarding the pending investigation will seriously impair the ability of the public body to conduct the pending investigation in the public interest, and from that determination, the Council should convene in executive session to discuss this matter.

EXHIBITS: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Convene in executive session to discuss a pending investigation under City Code Section 17-2-13-274.