City of Lawton
City Council
Agenda

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

Tuesday, November 16, 2021 **2:00 PM** **Lawton City Hall**
Council Chambers/Auditorium

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

MEETING CALLED TO ORDER WITH INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS
Lime Out Lawton

REPORTS: MAYOR/CITY COUNCIL

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

CONSENT AGENDA:

The following items are considered to be routine by the City Council and will be enacted with one motion. Should discussion be desired on an item, that item will be removed from the Consent Agenda prior to action and considered separately.

1. Consider approval of the minutes of the Lawton City Council regular meeting of November 9, 2021. **21-653**

Attachments: 09Nov21

2. Consider accepting a park bench as a donation from Mrs. Evelyn Sotelo to be placed in Elmer Thomas Park. **21-607**

Attachments: Bench Donation site request
Bench Photo

3. Consider accepting a new skating rail as a donation from Pastor Mayoan Santana for the McMahon Skate Park. **21-570**

Attachments: Letter from Pastor Mayoan Santana
MADD Gear Grind Rail
Site Map

4. Consider authorizing the reimbursement to TDG-BG Lawton, LLC, of the actual costs of the public improvements serving the industrial development project located at 1310 SW Rex Madiera Road in accordance with the Redevelopment Agreement approved on May 11, 2021 and approve a Resolution providing for the future reimbursement of the funding used for this project from Industrial TIF District 4. **21-612**

Attachments: Project Pumpkin_Redevelopment Agreement_Executed
Resolution for Reimbursement
Offsite Reimbursement Cost_2021.11.04

5. Consider entering into a contract with Jacobs Engineering for Engineering and Design Services for the Cache Road Waterline Replacement Projects. **21-540**

Attachments: Edited 11-2-21 Agreement_
wJacobsEngineering_CacheRoad_WL_Design_Scope_Fee_Rev3_102921

6. Consider awarding contract CL22-013 Manhole Rings and Covers to Core and Main, LP of Owasso, OK. **21-564**

Attachments: Price Sheet
Abstract CL22-013
CL22-013 Recommendation to Award

7. Consider awarding contract RFPCL22-012 Rental or Lease Work Clothing to Unifirst Corp. of Wichita Falls, TX. **21-608**

Attachments: CL22-012 Recommendation to Award
Price Sheets
Abstract RFPCL22-012

8. Consider approving RFPCL22-008 Banking Services contract between Liberty National Bank and City of Lawton. **21-654**

9. Consider approving appointments to boards and commissions. **21-614**

Attachments: Board Appointments- 11-16-21

BUSINESS ITEMS:

10. Receive a presentation from the Oklahoma Department of Transportation and Freese & Nichols, Inc. regarding the US-62 (Rogers Lane): From 82nd Street in Lawton, East to I-44 Safety Improvements Project. **21-587**

11. Consider approving an ordinance, including any floor amendments related thereto, pertaining to Administration, amending Sections 2-3-9-362 and 2-3-9-363, Division 2-3-9, Article 2-3, Chapter 2, Lawton City Code, 2015, by amending the number of city council members required to serve on the Youth and Family Affairs Committee from one to two council members, providing for provisions to effectuate that modification, adding language requiring a majority vote of the quorum of committee members for the committee to approve or disapprove items; providing for severability and establishing an effective date. **21-616**

Attachments: FINAL Ordinance Amending Sections 2-3-9-362 & 2-3-9-363

12. Subject to the city council adopting a companion ordinance amending Sections 2-3-9-362 and 2-3-9-363, Division 2-3-9, Article 2-3, Chapter 2, Lawton City Code, 2015, consider confirming the nomination of Councilperson Mary Ann Hankins to the Youth and Family Affairs Committee, effective December 17, 2021. **21-617**

STAFF REPORTS:

Department Roundup - License & Permits and Inspection Services **21-619**

Attachments: LP and IS Department Roundup

Finance Report **21-595**

Attachments: Finance Report - October 2021

ADJOURNMENT

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

City of Lawton

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

Commentary

File #: 21-653 **Agenda Date:** 11/16/2021 **Agenda No:** 1.

ITEM TITLE:
Consider approval of the minutes of the Lawton City Council regular meeting of November 9, 2021.

INITIATOR: Traci Hushbeck, City Clerk

STAFF INFORMATION SOURCE: Traci Hushbeck, City Clerk

BACKGROUND: N/A

EXHIBIT: Draft minutes of November 9, 2021

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve the minutes of the Lawton City Council regular meeting of November 9, 2021.

MINUTES
LAWTON CITY COUNCIL REGULAR MEETING
NOVEMBER 9, 2021 – 2:00 P.M.
LAWTON CITY HALL
COUNCIL CHAMBERS/AUDITORIUM

Stan Booker, Mayor

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

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

ROLL CALL

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

ABSENT: None

PROCLAMATION:

Veteran's Day Proclamation

Mayor Booker proclaimed November 11, 2021 as Veteran's Day. He presented the proclamation to members of the Comanche County Veterans Council and VFW Post 5253 Auxiliary.

Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Week

Mayor Booker proclaimed November 14-20, 2021 as Psi Upsilon Chapter, Omega Psi Phi Fraternity, Inc. Week with Wednesday, November 17, 2021 as Psi Upsilon Chapter, Omega Psi Phi Fraternity Day. He presented the proclamation to members of the chapter.

National American Indian Heritage Month

Mayor Booker proclaimed November 2021 as National American Indian Heritage Month.

He presented the proclamation to George Keck, Vice Chairman of the Race Relations Commission.

REPORTS: MAYOR/CITY COUNCIL

Hankins stated the neighborhood watch for her ward will be meeting tonight. She stated the revisions on the wards will affect this neighborhood watch group.

Burk congratulated the McArthur High School football team for winning district.

Hampton stated they are having a neighborhood watch meeting at the end of the month. He stated the speed tables are going down in front of Cleveland School.

Johnson stated an organization called Be Extreme will be hosting a community event on Saturday at the coliseum. Community resources will be available.

AUDIENCE PARTICIPATION:

Ray Garcia, 7701 SW Franks Court, read a statement regarding how the tribes have been negatively impacted by the wrongful decisions made by our ancestors who acted out of greed and resulted in severe social illness to our people. He stated they are asking for a formal apology to bring healing to our city and state and even our nation.

CONSENT AGENDA:

Mayor Booker stated items #10 and #16 will be considered separately.

MOVED by Warren SECOND by Chapman to approve the consent agenda with the exception of items #10 and #16. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

1. Consider approval of the minutes of the Lawton City Council regular meeting of October 26, 2021.

2. Consider approving the 2022 Notice of Meeting Schedule for Lawton City Council Meetings and approve a resolution rescheduling the regularly scheduled meetings in November and December 2022. **Resolution 21-203**

3. Consider accepting the ARPA Grant of $45,580.00 from the Oklahoma Department of Libraries for the purpose of installing an RFID system and upgrading video conferencing in the meeting room at the Lawton Public Library.

4. Consider accepting a grant for the Lawton Police Department from the Lawton Community Foundation for the City of Lawton (Police) Succession Planning and Training in the amount of five thousand dollars ($5,000).

5. Consider approving a resolution amending the City of Lawton FY21-22 budget, as amended, by appropriating $331,500.00 to the Solid Waste Division's Machinery and Equipment account for the purchase of a new Solid Waste truck. **Resolution 21-204**

6. Consider accepting approximately 735 linear feet of 12-inch waterline, two fire hydrants, approximately 686 linear feet of concrete pavement for Rex Madeira Road, accepting maintenance bonds for said improvements, releasing the performance bond for the mandrel testing, and accepting a performance bond for remaining construction items to serve the property located at 1310 Rex Madeira Road.

7. Consider authorizing the solicitation of statements of qualifications from qualified firms for Construction Manager At-Risk (CMAR) services on Phase 1 McMahon Auditorium Addition and Renovation Project EN1502B.

8. Consider authorizing the solicitation of statements of qualifications from qualified firms for Construction Manager at Risk (CMAR) services on the City Hall Renovation Project EN2004A.

9. Consider adopting a resolution for the selection of a consulting engineer to conduct the bi-annual inspections required by the National Bridge Inspection Standards (NBIS) Program. **Resolution 21-205**

10. Consider approving Project EN2107 On-call Citywide Sidewalk Contract to select a contractor to construct sidewalk around the city and authorizing staff to advertise for bids.

Joe Painter, Engineering Director, stated their goal is to get a contractor on board so they can then issue orders to start constructing sidewalks throughout the entire city. He stated he will be bringing information back to the council at a later date as far as the list of where they will start.

Burk stated this is being funded by the medical marijuana money through LETA as well as some CIP money. They are trying to determine which areas are most important and can be funded quickly.

<u>MOVED by Burk SECOND by Hankins</u> to approve Project EN2107 On-call Citywide Sidewalk Contract to select a contractor to construct sidewalk around the city and authorizing staff to advertise for bids. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

11. Consider authorizing Public Utilities staff to use CIP funds in an amount not to exceed $300,000 to contract out the emergency replacement of damaged or historically problematic water main segments.

12. Consider approving Change Order No. 1 for the Lawton WWTP Improvements Project #1 PU21-02 (PU2102) with Wynn Construction.

13. Consider extending the Professional Services Contract for Consultant Brokerage services concerning employee benefits to Higginbotham Insurance Agency.

14. Consider rejecting the bid received for CL22-011 Manhole Lining Product and authorizing staff to re-advertise once market conditions stabilize.

15. Consider awarding RFPCL22-006 Electrical Instrumentation and Control to Worth Hydrochem of Norman, OK.

16. Consider awarding (RFPCL22-008) for banking services to Liberty National Bank.

Maegan Dowlen, Contract Administrator, stated the former contract went for five years and we had a 90-day extension with the former vendor, which was IBC Bank. When the extension was approved they went out for rebid of this contract. Before the bids went out IBC expressed interest in continuing the contract. They sent the notice to bid to the newspaper on September 10 and on September 13 the City Clerk put the information on the City's website. They also placed it on Bid Sync and sent it out, as a courtesy, to all the vendors that had previously bid on this contract. The bid opening was on October 26th and they received one bid, which was from Liberty National Bank.

Cleghorn stated the process was followed, proposals were sent out, courtesy copies were sent, which is not required. There was one responsible bidder and staff's recommendation is to award the contract to Liberty National Bank.

Ratliff stated we met all of our obligations under the competitive bidding act.

MOVED by Hankins SECOND by Burk to award (RFPCL22-008) for banking services to Liberty National Bank.

Mayor Booker stated there is a request to speak on this item.

Kevin Blaney, Attorney, 204 N Robinson, Suite 1250, Oklahoma City, stated IBC intended to bid and they were in communication with the finance department regarding renewing the contract. The contact person at IBC was David Hardy. On September 13th David Hardy resigned and left the bank that morning. He was told that on September 13th at 1:52 p.m. the financial package was emailed to the bank at Mr. Hardy's email. He stated none of the IBC officers ever saw that bid package and therefore no bid was submitted. He requested that the council reopen the bidding and give IBC and others an opportunity to bid. There would be economic benefit in not awarding this bid.

Kyle McElvaney, President of IBC, 3817 NW Expressway, Oklahoma City, stated they have been the financial banking provider for 40 years now with the City of Lawton. He stated there was some bad timing with the email with the bid package and they believe the City deserves more than one bid and he requested the bid be open back up and allow them and others to bid.

VOTE ON MOTION: AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

17. Consider approving appointments to boards and commissions.

Youth and Family Affairs Committee (YFAC)
Davison Virgil
132 Berkshire Way
Lawton, OK 73501
U/T 2/23/2024

Mayor's Commission on the Status of Women
Emily Ellis- Ward 5
515 NW Dearborn Avenue
Lawton, OK 73501
9/20/2023

City Planning Commission (CPC)
Darren Medders- Ward 6
7512 NW Stonegate Drive
Lawton, OK 73505
12/14/2024

Parks & Rec Commission
Susan Hargraves Thompson- Ward 6
2309 NW 75th Street
Lawton, OK 73505
1/1/2024

Jason Scott
502 NE 27th Street
Lawton, OK 73507
1/1/2024

Anthony Cox
7203 NW Willow Place
Lawton, OK 73505
1/1/2024

Brian Henry
NO ADDRESS ON FILE
1/1/2024

Historical Preservation

Paige Michener- Existing or Proposed Historic District
102 Fort Sill Boulevard
Lawton, OK 73507
10/11/2023

Traffic Commission

Willie Smith
2904 NE Mesa Verde
Lawton, OK 73501
8/25/2024

Waurika Master Conservancy District Board

Evan Watson
7610 NW Chelsea Drive
Lawton, OK 73501
Term Starts 1/1/2022 UT Ends 6/6/2022

BUSINESS ITEMS:

18. Hold a public hearing and consider approving the submission and acceptance of the 2021 Department of Justice Edward Byrne Assistance Grant Local (JAG) by the Lawton Police Department.

Will Hines, Deputy Chief of Police, stated this annual grant allows the police department to buy equipment that they typically would not get due to budget constraints. The amount of the grant is $73,746, which will be split with 20% going to the county and the City receiving 80%.

PUBLIC HEARING OPENED. No one appeared to speak and the public hearing was closed.

MOVED by Burk SECOND by Warren to approve the submission and acceptance of the 2021 Department of Justice Edward Byrne Assistance Grant Local (JAG) by the Lawton Police Department. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

19. Hold a public hearing and to consider an ordinance to change the zoning from the A-2 Suburban District to RE Residential Estate District on property located at 1810 SE Skyline Drive, Lawton, OK 73501.

Richard Rogalski, Deputy City Manager, stated this request is located at 1810 SE Skyline Drive. The current zoning is A-2. The proposed use is two single family residential lots. The property owner is Jay R. Hunt. The request is to split the property into two 2.32 acre lots. This new lot size would be less than the minimum allowed by the A-2 zoning district. The A-2 zoning

district states there shall be a lot area of not less than two and one-half (2-½) acres.

PUBLIC HEARING OPENED. No one appeared to speak and the public hearing was closed.

MOVED by Warren SECOND by Hankins to adopt **Ordinance 21-30**, waive the reading of the ordinance, read the title only. AYE: Hankins, Jackson, Chapman, Burk, Hampton, Fortenbaugh, Johnson, Warren. NAY: None. MOTION CARRIED.

(Title read by City Attorney) Ordinance 21-30

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FROM THE EXISTING CLASSIFICATION OF A-2 SUBURBAN DISTRICT TO RE RESIDENTIAL ESTATE DISTRICT ZONING CLASSIFICATION ON THE TRACT OF LAND WHICH IS HEREINAFTER MORE PARTICULARLY DESCRIBED IN SECTION ONE (1) HEREOF; AUTHORIZING CHANGES TO BE MADE UPON THE OFFICIAL ZONING MAP IN ACCORDANCE WITH THIS ORDINANCE.

STAFF REPORTS:

Department Roundup – Human Resources

Craig Akard, Human Resources Director, presented information on the Human Resources Department.

The Mayor and Council convened in executive session at 2:57 p.m. and reconvened in regular, open session at 3:15 p.m. Roll call reflected all members present.

EXECUTIVE SESSION ITEM:

20. Pursuant to Section 307B.4, Title 25, Oklahoma Statutes, consider convening in executive session to discuss the pending claim of Jeffrey Temple and, if necessary, take appropriate action in open session.

Ratliff read the title of item #20. No action was taken.

There being no further business to consider, the meeting adjourned at 3:16 p.m. upon motion, Second and roll call vote.

_____
STAN BOOKER, MAYOR

ATTEST:

_____
TRACI HUSHBECK, CITY CLERK

City of Lawton

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

Commentary

File #: 21-607 **Agenda Date:** 11/16/2021 **Agenda No:** 2.

ITEM TITLE:
Consider accepting a park bench as a donation from Mrs. Evelyn Sotelo to be placed in Elmer Thomas Park.
INITIATOR: Christine James, Parks and Recreation Director

STAFF INFORMATION SOURCE: Keith Neitzke, Parks and Grounds Superintendent

BACKGROUND: Mrs. Sotelo has purchased an Oklahoma Correctional Industries bench to be installed in Elmer Thomas Park. It is the same style bench that we have been accepting and installing in Elmer Thomas Park for the last several years. The cost to the City of Lawton to provide a pad and install a bench is $553.28. This bench is a memorial to her husband Mr. Ruben Sotelo who was killed in a motor vehicle accident. Mr. Ruben Sotelo belonged to the Filipino American Association - International Group. Mr. Sotelo actively supported the arts. He was a voting member of the International Festival Committee a sub-committee of the Lawton Arts & Humanities Council for at least 15 years. He assisted with recruiting and scheduling performances for International Festival. He was a dedicated, hard-working, personable volunteer whose contributions to the City of Lawton should not be forgotten.

EXHIBIT: Bench Site Donation Request and Picture of Bench

KEY ISSUES: N/A

FUNDING SOURCE: Park Maintenance

STAFF RECOMMENDED COUNCIL ACTION: Accept the park bench as a donation from Mrs. Evelyn Sotelo to be placed in Elmer Thomas Park.

Elmer Thomas Park
Sotelo Bench Donation
Location Request

IN MEMORY OF
CRUSIGIAN DUE SCHERFOD
MAY 14 2016
1957

Quotes for new bench installation at Elmer Thomas Park

10/27/2021

Materials Needed at Lowe's

1. 2 x 4 x 10 (Wood 3 needed @ $7.28) = 21.84
2. .375 x 10 (Rebar 2 needed @ $5.48) = $10.96
3. Box of Power Pro #10 x 3in wood screws 70ct = $10.48
4. 1 yard of 3000 mix concrete Southwest Ready Mix = $110.00

Total Man Hours: 20 x $20 = $400.00

TOTAL COST TO CITY OF LAWTON: $553.28

IN MEMORY OF
RUBEN H. SOTELO
FEB. 14 1957 † MAY 5 2016

City of Lawton

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

Commentary

File #: 21-570 **Agenda Date:** 11/16/2021 **Agenda No:** 3.

ITEM TITLE:
Consider accepting a new skating rail as a donation from Pastor Mayoan Santana for the McMahon Skate Park.
INITIATOR: Christine James, Parks & Recreation Director

STAFF INFORMATION SOURCE: Reginald Seaton, Leisure Services Administrator

BACKGROUND: Over the course of the last four months, Pastor Mayoan Santana's church has been working hard to visit the skate park weekly and establish a working relationship with the youth who visit the park. The rail is a donation to the City of Lawton to be installed and maintained by the Parks and Recreation Department at the McMahon Skate Park to benefit the skaters. The rail would be installed by Park Maintenance staff at a cost of $80.

EXHIBIT: Letter from Pastor Mayoan Santana, MADD Gear Grind Rail and Site Map

KEY ISSUES: N/A

FUNDING SOURCE: Park Maintenance

STAFF RECOMMENDED COUNCIL ACTION: Accept the new skating rail as a donation from Pastor Mayoan Santana for the McMahon Skate Park.

IGLESIA PASTOREANOS ESPIRITU SANTO
P.O BOX 3659
LAWTON, OK 73502
(580) 284-8053 / (580) 284-7487
IPESministry@gmail.com

September 29th, 2021

Dear Mr. Reginald Seaton,

I want to start this letter off by thanking Lawton City Council and Lawton City Parks and Recreation for their efforts in helping to rebuild and restore McMahon Skate Park. Your hard work is not in vain and we as the Church are in one accord with your vision.

Over the course of the last four months, our church has been working hard to visit the park weekly and establish working relationships with the youth who often skate there. In the aftermath of the tragic news that took place this past year, Mayor Stan Booker reached out to us about consoling the skaters there who were struggling with the passing of their friend. We accepted the mission and we also aided the city in repainting the park. We were also able to reach out to the parents of all those affected by the incident and we are now in close communication with them. Since then, we have been working closely with the city and the youth as a mediator between the two to educate the young adults there about city regulations and more importantly win their confidence and trust. It has been our Christ centered mission to be a light in the darkness for these young adults and help guide them towards hope and a future.

One of our desires is to help the skaters set up a new skating rail that we purchased with our own resources. The rail is a donation to the City of Lawton to be installed and maintained by the City of Lawton at the McMahon Skate Park to benefit the skaters. We simply want to do this good deed to further demonstrate our love in Christ for them and to continue building that trust. Our hope is to receive support from the City of Lawton with this plan.

Our church thanks you for your time in reading this letter and also for the financial support and attention to renovation that you have been placing into McMahon Skate Park. I can assure you that your hard work is not in vain and the youth there are noticing it as well. They appreciate the city's efforts to make a difference in all of this and they look forward to the future plans that Lawton has in store for McMahon Skate Park.

Appreciatively,

Pastor Mayoan Santana

MADD GEAR

NINETY9 GRIND RAIL

RECOMMENDED AGE: 7 + ☑

MAX RIDER WEIGHT: 220LBS/ 100KG ☑

WARRANTY: 3 YEARS ☑

Having consulted with skate park users Pastor Santana is requesting that the donated skate rail be place on the sidewalk as designated by the red oval.

We talked to a few of the skaters yesterday and they agreed the sidewalk was probably the best spot since there isnt much space and it allows everyone room to continue flowing in the middle of the park. Thank you so much, you guys are truly making a difference. Please let me know when and where I can drop off the skate rail, God bless you.

Sent from my iPhone

On Oct 22, 2021, at 3:45 PM, Keith Neitzke <kneitzke@lawtonok.gov> wrote:

Pastor Santana,

I wish to thank you and your congregation for all that you do. The Skate Park is popular gathering place for youth and young adults. Having people like you and yours who reach out to these skaters builds community. The rail that you have purchased will be a welcomed addition to the existing challenges.

I would like to place the rail that you have so generously donated where the skaters think it most appropriate. If you would, please contact me with an exact location for the rail.

V/R

Keith J. Neitzke
Parks & Grounds Superintendent
City of Lawton
O: 580-581-3400
C: 580-280-0667

please note my new email address → keith.neitzke@lawtonok.gov

"If you always do what you have always done,
you will always get what you have always got."
Mark Twain

City of Lawton

Lawton City Hall
212 SW 9th Street
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73501-3944

Commentary

File #: 21-612 **Agenda Date:** 11/16/2021 **Agenda No:** 4.

ITEM TITLE:
Consider authorizing the reimbursement to TDG-BG Lawton, LLC, of the actual costs of the public improvements serving the industrial development project located at 1310 SW Rex Madiera Road in accordance with the Redevelopment Agreement approved on May 11, 2021 and approve a Resolution providing for the future reimbursement of the funding used for this project from Industrial TIF District 4.
INITIATOR: Deputy City Manager Richard Rogalski

STAFF INFORMATION SOURCE: Deputy City Manager Richard Rogalski

BACKGROUND: On May 11, 2021, the Council approved a Redevelopment Agreement by and among the City of Lawton, the Lawton Economic Development Authority ("LEDA"), the Lawton/Fort Sill Economic Development Corporation, ("LEDC"), and TDG-BG Lawton, LLC, a Texas limited liability company ("Redeveloper") The development is comprised of the Redeveloper's acquisition of approximately eight (8) acres of real property, construction of an approximately 70,000 square foot build-to-suit warehouse and distribution center. To serve this center the Redeveloper was required to construct certain offsite water, sewer, roadway and storm drainage improvements. The City, with the assistance of funding from the LEDC derived from the sale of the real property to the Redeveloper, agreed to reimburse the Redeveloper the actual costs to design and construct the offsite public improvements in an amount not to exceed $750,000. This payment would be payable within 60 calendar days of the acceptance of the improvements by the City Council. This acceptance occurred at the November 9th City Council meeting. Staff has received and reviewed the attached documentation regarding such costs and recommend reimbursing the Redeveloper the amount of $730,339.98, in accordance with the agreement. Also attached is a Resolution for Reimbursement for the reimbursement of the City and the LEDC by LEDA from revenue generated from Tax Incentive Finance (TIF) District 4, which was activated on May 11, 2021for this purpose.

EXHIBIT: Project Construction Cost Data; Resolution for Reimbursement; Redevelopment Agreement

KEY ISSUES: N/A

FUNDING SOURCE: 2016 CIP/Fund 94 Industrial Development

STAFF RECOMMENDED COUNCIL ACTION: Authorize the reimbursement to TDG-BG Lawton, LLC, of the actual costs of the public improvements serving the industrial development project located at 1310 SW Rex Madiera Road in accordance with the Redevelopment Agreement approved on May 11, 2021 and approve Resolution 21-____ providing for the future reimbursement of the funding used for this project from Industrial TIF District 4.

REDEVELOPMENT AGREEMENT

BY AND AMONG

THE CITY OF LAWTON,

THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY,

THE LAWTON/FT SILL ECONOMIC DEVELOPMENT CORPORATION,

AND

TDG-BG LAWTON, LLC

May 11, 2021

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this "Agreement") is made as of the 11th day of May, 2021 ("Effective Date"), by and among the City of Lawton, a municipal corporation (the "City"), the Lawton Economic Development Authority ("LEDA"), a public trust having as its beneficiary the City of Lawton, the Lawton/Fort Sill Economic Development Corporation, a private not-for-profit corporation ("LEDC"), and TDG-BG Lawton, LLC, a Texas limited liability company ("Redeveloper").

RECITALS

A. On November 26, 2019, the City Council of the City of Lawton ("City Council") 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.

B. As authorized by the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.*, as amended ("Local Development Act"), 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.

C. The Project Plan furthers the City's desire to promote economic development by creating competitive industrial development opportunities within the City of Lawton as a method of retaining and expanding employment in the area, attracting major investment, enhancing the tax base, stimulating economic growth, improving the community's quality of life, and otherwise strengthening the community.

D. The Redeveloper desires to develop certain real property located in Lawton, Oklahoma as more particularly described on **Exhibit A** attached hereto ("Property") which is within the boundaries of the increment district initially designated as Increment District "L" in the Project Plan, which development will be leased to a third party by Redeveloper who shall operate the development (the "Operator").

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth, the parties hereby covenant and agree with each other as follows:

1. SCOPE OF AGREEMENT.

1.1. Overview of the Redevelopment. The development is comprised of the Redeveloper's acquisition of approximately eight (8) acres of real property, construction of an approximately 70,000 square foot build-to-suit warehouse and distribution center, and construction of those public improvements more particularly described and in the plans described in the schedule attached hereto as **Exhibit B** (collectively, the "Public Improvements") as necessary for the proposed development (collectively, the "Redevelopment"), which will be leased to the

Operator. Redeveloper expects to invest not less than $8.5 million in the Redevelopment (inclusive of the Public Improvements).

1.2. Public Assistance. The City will provide assistance in development financing to Redeveloper in an amount equal to the actual costs of the Public Improvements that serve the Redevelopment, not to exceed $750,000, in accordance with the terms of this Agreement.

2. CONDITIONS PRECEDENT.

2.1. Conditions Precedent to the City's and LEDA's Obligations. The City and LEDA shall have no obligation to perform their respective obligations hereunder until all of the following conditions have been satisfied:

(a) Redeveloper has submitted, and the City has approved, the Design Development Documents and Construction Documents for the Redevelopment and associated Public Improvements.

(b) Redeveloper has obtained all permits and approvals necessary to construct and operate the Redeveloper in a commercially reasonable manner.

(c) The City has been provided with a copy of the Option Agreement dated February 22, 2021, between LEDC and Choyce Peterson, Inc. ("Original Optionee"), which is being assigned by Original Optionee to Redeveloper, with respect to the Redeveloper's purchase of the Property from LEDC.

(d) All parties have executed this Agreement.

(e) The City Council has approved a resolution for the activation of the Increment District (which approval will be obtained by the City concurrent with the City's approval of this Agreement); provided, however, payment to the Redeveloper of the Total Assistance (hereafter defined) is not contingent upon the activation of the Increment District.

3. LEDC OBLIGATIONS.

3.1. Sale of Property. LEDC currently owns the Property upon which the Redevelopment is to be constructed by Redeveloper and which will thereafter be managed and operated by the Operator. LEDC and Original Optionee have executed an Option Agreement dated February 22, 2021, which will be assigned by Original Optionee to Redeveloper, pursuant to which LEDC agreed to sell the Property to Redeveloper. Provided Redeveloper's obligations under this Agreement and the Option Agreement have been satisfied, LEDC will sell and convey fee simple title to the Property to the Redeveloper in accordance with the terms and conditions of the Option Agreement.

3.2. Delivery of Sales Proceeds to City. Within thirty (30) days of the closing on the sale of the Property to the Redeveloper, LEDC shall deliver or transfer to the City all proceeds

from the sale of the Property for the City's use in providing Redeveloper with the Total Assistance pursuant to Section 4.3 of this Agreement.

4. CITY OBLIGATIONS.

4.1. Activation of Increment District No. 4, City of Lawton. Pursuant to the Project Plan and the Oklahoma Local Development Act, 62 O.S. § 850, *et seq.*, the City will approve a resolution activating Increment District No. 4, City of Lawton ("Increment District No. 4"), currently designated Increment District No. "L" in the Project Plan.

4.2. Public Improvements. The Public Improvements to be constructed and dedicated to the City include the extension of SW Rex Madeira (a/k/a Gilbert Gibson), with culverts to convey major drainage, flumes and bar ditches; installation of 12" water line along the roadway; removal of existing sanitary sewer line, and installation of new 12" sanitary sewer line and as further shown and described on **Exhibit B** attached hereto. The Redeveloper will prepare and submit to the City the plans for the Public Improvements which shall be subject to review, approval and acceptance by the City Council. The Redeveloper shall be obligated to modify the plans for the Public Improvements as the City reasonably deems necessary and appropriate to comply with City standards and ordinances; provided, if any modifications to the plans result in an increased cost of the Public Improvements above the Total Assistance (as defined below), the amount of the Total Assistance may be adjusted by the written agreement of the City and the Redeveloper; provided further, no modifications to the plans for the Public Improvements to expand the scope of the Public Improvements (as opposed to modifications required to comply with City standards and ordinances) may be required without the prior consent of the Redeveloper. The City will inspect the Public Improvements during construction for conformance with the City's standards. Following construction, as-built plans and the necessary maintenance bonds will be submitted to the City for acceptance by the City Council. Except as provided by said maintenance bonds, the City will maintain and operate all Public Improvements.

4.3. Assistance in Development Financing. Provided Redeveloper's and LEDC's obligations under this Agreement have been satisfied, and upon completion of construction of the Public Improvements, the City's receipt from Redeveloper of the invoices reflecting the cost of the Public Improvements (in such form and detail as may be required by the City), inspection by the City, and acceptance by the City Council, the City, using its funds together with the funds provided by LEDC pursuant to Section 3.2, will reimburse Redeveloper for the actual cost of construction of the Public Improvements, provided that such reimbursement shall not, in any event, exceed $750,000.00 ("Total Assistance"). The Total Assistance will be payable to Redeveloper within sixty (60) days from the date of City Council's acceptance of the Public Improvements in accordance with the requirements set forth in this Section 4.3 of this Agreement. If the Total Assistance has not been paid within thirty days of the date payment is due, then the unpaid amount shall accrue interest at a rate of 5% per year until the entire Total Assistance (and accrued interest) is paid to Redeveloper.

5. LEDA OBLIGATIONS.

5.1 LEDA will reimburse the City and LEDC in the respective amounts that each contributed toward the Total Assistance provided to the Redeveloper in support of the

Redevelopment in accordance with Section 4.3 of this Agreement, which will be payable solely from the available real property and business personal property increment generated by and collected from Increment District No. 4, as Public Improvement Costs and Project Support Costs pursuant to Sections X.A. and X.B. of the Project Plan, in annual payments, commencing in year one of Increment District No. 4 and continuing thereafter through year 25 of Increment District No. 4, or when the City and LEDC have each been fully reimbursed, whichever is sooner.

6. REDEVELOPER OBLIGATIONS.

6.1. Property. Redeveloper hereby agrees to acquire fee simple title to the Property from LEDC in accordance with the terms and conditions of the Option Agreement.

6.2. Redevelopment. In accordance with the provisions of this Agreement, Redeveloper shall cause the Redevelopment to be constructed on the Property. In connection with the Redevelopment, the Redeveloper shall construct the Public Improvements and dedicate them to the City, subject to the City's review and approval. Redeveloper shall invest no less than Eight Million Five Hundred Thousand Dollars ($8,500,000.00) for the development and construction of theRedevelopment, inclusive of the cost of the Public Improvements.

6.3. Design Documents. Redeveloper shall submit to the City and LEDA for review and approval Design Development Documents which shall consist of schematic drawings, design documents and other documents to fix and describe the design, scale, size and character of the Redevelopment, including, without limitation, materials, colors and other such information and details as may be requested by the City or LEDA in accordance with the City's building ordinance ("Design Development Documents"), and the Construction Documents submitted in conformance therewith.

6.4. Commencement and Completion Dates. Redeveloper shall commence construction of the Redevelopment on or before December 31, 2021 and shall use commercially reasonable efforts to ensure that the Project is operational on or before December 31, 2022.

6.5. Financing. Redeveloper hereby represents and warrants that it has sufficient financing that, together with the assistance in development financing being provided hereunder, will enable Redeveloper to complete the Redevelopment as contemplated by this Agreement. By execution of this Agreement, the City, LEDA and LEDC consent to and approve of the collateral assignment of this Agreement to Redeveloper's lender who is providing the financing of the Project, which is secured by a first lien on the Property.

6.6. Antidiscrimination During Construction. The Redeveloper, for itself, its successors and assigns, and any contractor with whom Redeveloper has contracted for the performance of work on the Property, agrees that in the construction of the Redevelopment, the Redeveloper shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, handicap, national origin or ancestry.

6.7. Other Requirements Applicable to Construction. Redeveloper, its successors and assigns, shall use commercially reasonable efforts to require its contractors, subcontractors, and vendors engaged in connection with the construction and development of the Redevelopment to

purchase all building items, construction materials, and personal property for delivery to the construction site using Redeveloper's street address in Lawton, Oklahoma or any Lawton street address, for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to each purchase that exceeds $10,000. This provision applies to all purchases, including, without limitation, materials, supplies, equipment and personal property purchased via telephone or internet. In addition, Redeveloper shall use commercially reasonable efforts to provide reports and invoices to the City and LEDA and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items, construction materials, and personal property. Notwithstanding the preceding, in the event the sales and/or use taxes applicable for delivery of the purchased materials, equipment, or personal property to the construction site or another street address in Lawton, Oklahoma are greater than the sales and/or use taxes for delivery of the materials, equipment or personal property to another location, then such purchases may be excluded from this obligation; provided Redeveloper submits a report to the City and LEDA describing the difference in the sales and/or use taxes, in form and substance as the City and LEDA may require.

6.7.1 Agreements with Contractors, Subcontractors and Vendors. In order to ensure the generation and tracking of tax increments, it is essential that Redeveloper and all contractors, subcontractors, and vendors pay the appropriate sales and/or use taxes on building items, construction materials, and personal property in connection with the construction and development of the Redevelopment. Redeveloper agrees to use commercially reasonable efforts to include the following provision in all contracts with its contractors, subcontractors, and vendors:

> *Contractors, Subcontractors, and Vendors shall cause all construction purchases in excess of $10,000 to be delivered to the construction site, or another street address in Lawton, Oklahoma for such purchases and deliveries in such a manner that Oklahoma and Lawton sales and/or use taxes shall be applicable to the purchase. Subcontractors shall provide reports and invoices to Contractor and verify that sales and/or use tax is collected based on the Lawton point of delivery for all building items and construction materials. If purchases for delivery to a Lawton, Oklahoma location is not feasible, Redeveloper shall be advised promptly to seek approval for an exception.*

Redeveloper agrees to use commercially reasonable efforts to obtain from all contractors, subcontractors, and vendors complete and certified monthly itemized registers in the form provided by LEDA or the City, with original receipts evidencing such purchases in excess of $10,000, within thirty (30) days of the end of each month during construction and development of the Project. The Redeveloper will provide the City with a list of all contractors, ~~and~~ subcontractors and vendors rendering work and services to the Redevelopment with contracts of $50,000.00 or more~~it intends to use on the Redevelopment~~.

6.8 Local, State and Federal Laws. The Redeveloper shall carry out the provisions of this Agreement in conformity with all applicable local, state and federal laws and regulations.

6.9 Indemnification. The Redeveloper shall defend, indemnify, assume all responsibility for, and hold LEDA, LEDC and the City and their respective elected and appointed

officers and employees and agents, harmless from, all costs (including reasonable attorney's fees and costs), claims, demands, liabilities or judgments (except whose which have arisen from the willful misconduct or negligence of LEDA. LEDC or the City, their officers, employees and agents) for injury or damage to property and injuries to persons, including death, to the extent determined to be caused directly or indirectly by any of the Redeveloper's activities under this Agreement, whether such activities or performance thereof be by the Redeveloper or anyone directly or indirectly contracted with or employed by the Redeveloper and whether such damage shall accrue or be discovered before or after termination of this Agreement. This indemnity includes, but is not limited to, any repair, cleanup, remediation, detoxification, or preparation and implementation of any removal, remediation, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or hazardous wastes including petroleum and its fractions as defined in the Comprehensive Environmental Response, Compensation and Liability Act; codified at Title 42, Sections 9601, *et seq*. of the United States Code (hereinafter, "CERCLA"), and all amendments thereto, at any place where Redeveloper owns or has control of real property pursuant to any of Redeveloper's activities under this Agreement, but excludes Redeveloper's liability for any conditions of the Property that existed prior to Redeveloper's acquisition of the Property from LEDC or those conditions caused by any party not under Redeveloper's control. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA to assure, protect, hold harmless and indemnifythe City and LEDA from liability.

6.10 Liability Insurance.

6.10.1 In addition to the indemnification of LEDA, LEDC and the City required in Section 6.9 hereof, the Redeveloper shall take out and maintain, or cause the general contractor(s) for the Redevelopment to take out and maintain, during the period set forth in subsection (D) of this Section, a commercial general liability policy in the amount of at least $1,000,000.00 for any person, $2,000,000.00 for any occurrence, and $1,000,000.00 property damage.

6.10.2 The Redeveloper shall furnish or cause to be furnished a certificate of insurance signed by an authorized agent of the insurance carrier setting forth the general provisions of the insurance coverage. This certificate of insurance shall name the City, LEDC and LEDA as additional insureds under the policy. The certificate of insurance shall contain a statement of obligation on the part of the carrier to notify the City. LEDC and LEDA by certified mail of any modification, cancellation or termination of the coverage at least 30 days in advance of the effective date of any such modification, cancellation or termination. Coverage provided hereunder by the Redeveloper shall be primary insurance and not contributing with any insurance maintained by LEDA, LEDC or the City, and the policy shall contain such an endorsement. The required certificate shall be delivered to the City, LEDC and LEDA at the time of execution of this Agreement.

6.10.3 The Redeveloper shall also furnish or cause to be furnished to the City, LEDC and LEDA evidence satisfactory to the City, LEDC and LEDA that any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this

Agreement carries workers' compensation insurance as required by law.

6.10.4 The insurance obligations set forth in this Section shall remain in effect until issuance of a final certificate of occupancy for the Redevelopment.

6.11 Taxes Assessments. Encumbrances and Liens. Redeveloper shall pay, or cause to be paid, when due all sales taxes, business personal property and real estate taxes and assessments on the Property which the Redeveloper is responsible to pay. Nothing herein shall be deemed to prohibit Redeveloper from contesting the validity or amounts of any tax assessment, encumbrance or lien, or to limit the remedies available to Redeveloper with respect thereto.

6.12 Other Actions. Redeveloper agrees to take such other reasonable actions as may be appropriate or desirable to support the implementation of the Redevelopment including, by way of example, executing such supplemental agreements and covenants, if any, (including covenants running with the Property) as may be reasonably necessary or appropriate to implement this Agreement, for the financing of project costs pursuant to the Project Plan, for furnishing information reasonably requested by the City, LEDA, or LEDC, and in other matters that may be of benefit to the Redevelopment.

7. [RESERVED]

8. REPRESENTATIONS AND WARRANTIES

8.1. Redeveloper Representations and Warranties. The Redeveloper represents, warrants, and covenants that:

A. The Redeveloper is a limited liability company duly organized and existing under the laws of the State of Texas. Prior to acquisition of the Property, Redeveloper will be authorized to conduct business in the State of Oklahoma, and is not in violation of any provisions of its operating agreement, articles of organization, and any other agreement governing the Redeveloper, or any law of the State of Oklahoma affecting Redeveloper's ability to perform under this Agreement.

B. Before the Redeveloper commences construction of the Redevelopment, the Redeveloper shall have executed a lease with the Operator with a minimum ten-year term.

C. The Redeveloper shall perform its obligations hereunder with diligence and complete the Redevelopment as set forth herein.

D. The Redeveloper has the full power and authority to execute this Agreement and this Agreement shall constitute a legal, valid and binding obligation of the Redeveloper in accordance with its terms, and the consent of no other party is required for the execution and delivery of this Agreement by such Redeveloper or the consummation of the transactions contemplated hereby, subject to laws relating to bankruptcy, moratorium, insolvency, or other laws affecting creditor's rights generally and subject to general principles of equity.

E. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by or in conflict with, and will not result in a breach of, other provisions of its operating agreement, articles of organization, and any other agreement governing the Redeveloper or with any evidence of indebtedness, mortgages, agreements, or instruments of whatever nature to which the Redeveloper is a party or by which it may be bound, and will not constitute a default under any of the foregoing.

F. To the actual knowledge of the undersigned representative of the Redeveloper (without personal liability for such undersigned representative of the Redeveloper), there is not currently pending any action, suit, proceeding or investigation, nor, is any such action threatened which, if adversely determined, would materially adversely affect the Redeveloper or the Redevelopment, or impair the ability of the Redeveloper to carry on its business substantially as now conducted or result in any substantial liability not adequately covered by insurance.

G. The Redeveloper has not paid or given and will not pay or give any officer, employee or agent of the City, LEDC or LEDA any money or other consideration for obtaining this Agreement. The Redeveloper further represents that, to its actual knowledge and belief, no officer, employee or agent of the City, LEDC or LEDA who exercises or has exercised any functions or responsibilities with respect to the Redevelopment during his or her tenure, or who is in a position to participate in a decision making process with regard to the Redevelopment, has or will have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Redevelopment, or in any activity, or benefit therefrom, duringor after the term of this Agreement.

H. Neither this Agreement nor any statement or document referred to herein or delivered by the Redeveloper pursuant to this Agreement contains any statement which Redeveloper knows to be untrue or omits to state a material fact actually known to Redeveloper that is necessary to make the statements made herein or therein not misleading in any material respect.

9 DEFAULT; REMEDIES.

9.1 Events of Default. The following shall constitute Events of Default hereunder and under each of the instruments executed pursuant to this Agreement:

A. A material default by the Redeveloper in the performance or observance of any covenant or condition contained in this Agreement, any instrument executed pursuant to this Agreement, or under the terms of any other instrument delivered to the City, LEDC or LEDA in connection with this Agreement, including, without limitation, the material falsity or breach by Redeveloper of any of representation, warranty or covenant, Redeveloper's failure to submit the Design Development Documents and Construction Documents to the City, or the Redeveloper's failure toobtain evidence of financing capacity satisfactory to the City, LEDC and LEDA;

B. A material variance from the approved Construction Documents without prior written consent of the City;

C. Any representation, statement, certificate, schedule or report made or furnished to the City, LEDC or LEDA with respect to the matters and transactions covered by this Agreement which proves to be intentionally false or erroneous in any material respect at the time of its making or any warranty of a continuing nature which ceases to be complied with in any material respect and the Redeveloper fails to take or cause to be taken corrective measures satisfactory to the City, LEDC and LEDA within 30 days after written notice; or

D. The initiation of bankruptcy or receivership proceedings by or against the Redeveloper and the pendency of such proceedings for 60 days.

9.2 Remedies; Termination. The City will provide the Redeveloper with notice and 30 days opportunity to cure any Event of Default described in Section 9.1; *provided*, that, if such Event of Default is not reasonably capable of being cured within such 30-day period and Redeveloper promptly begins undertaking actions to cure its default or breach and thereafter pursues such cure with reasonable diligence, then Redeveloper's time period to cure such default shall continue until such Event of Default is cured or Redeveloper is no longer pursuing such cure with reasonable diligence. The City will provide written notice to Redeveloper identifying all specific action(s) or omission(s) of Redeveloper constituting a default. In the event Redeveloper fails to promptly begin undertaking actions to cure its default or breach and thereafter pursue such cure with reasonable diligence, the City may exercise any and all available remedies, including, without limitation termination of this Agreement and all assistance in development financing and make demand for immediate payment in full of any funds previously provided or expended by the City in its efforts to support the Redevelopment.

9.3 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party, or any successor in interest, of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligations under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligations beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the party.

10. GENERAL PROVISIONS.

10.1 Rights of Access. For the purpose of ensuring compliance with this Agreement, prior to issuance of the certificate of occupancy for the Redevelopment, representatives of the City, LEDC, and LEDA shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing, renovating, improving, equipping, repairing and installing the Public Improvements and all other improvements comprising the Redevelopment, so long as they comply with applicable safety rules and do not unreasonably interfere with the activities of the Redeveloper. Except in the case of an

emergency, prior to any such access, such representatives of the City, LEDC and LEDA will check in with the on-site manager. All such representatives of the City, LEDC and LEDA shall carry proper identification, shall ensure their own safety, assuming the risk of injury, and shall not interfere with the construction activity. The City, LEDC and LEDA agree to cooperate with the Redeveloper in facilitating access by the Redeveloper to the Property for construction purposes, provided that theCity, LEDC and LEDA shall incur no financial obligations therefor.

10.2 Conflict of Interest; Representatives of the City, LEDA, and LEDC Not Individually Liable. No official or employee of the City, LEDA or LEDC shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of any of the City, LEDA or LEDC shall be personally liable to Redeveloper or any assignee or successor in interest in the event of any default or breach by the City, LEDA or LEDC, or for any amount which becomes due to Redeveloper under this Agreement.

10.3 Applicable Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby shall be brought in the Comanche County District Court or the United States District Court for the Western District of Oklahoma, as applicable, and each of the parties irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that any party may file a copy of this Section with such court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum.

10.4 Relationship of the Parties. The undertaking of this Agreement is a complex process which will require the mutual agreement of the parties and their timely actions on matters appropriate or necessary to implementation. The parties hereto shall use commercially reasonable efforts to perform their respective obligations in accordance with this Agreement. This Agreement specifically does not create any partnership or joint venture between the parties hereto or render any party liable for any of the debts or obligations of any other party.

10.5 Severability; Entire Agreement. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the parties hereto with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

10.6 Assignment. Redeveloper may not assign this Agreement without the prior written approval of LEDA, LEDC and the City, such approval not to be unreasonably withheld,

delayed or conditioned; provided however, as indicated in Section 6.5 of this Agreement, an assignment toRedeveloper's lender does not require approval of LEDA, LEDC or the City.

10.7 Modification; Amendment. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement may only be amended by written approval of LEDA, the City, LEDC, and Redeveloper.

10.8 Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons or entities, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other person or entity.

10.9 Time is of the Essence. The parties understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

10.10 Authority; Headings. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

10.11 Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally by a nationally recognized overnight carrier, to:

If to the City:

City of Lawton
212 S.W. 9th Street
Lawton, OK 73501
Attention: City Manager

If to LEDA:

Lawton Economic Development Authority
212 S.W. 9th Street
Lawton, OK 73501
Attention: Chairman

With a copy to:

Center for Economic Development Law
301 N. Harvey Ave., Suite 100
Oklahoma City, OK 73102
Attention: Dan Batchelor and Lisa Harden

If to LEDC:

Lawton Fort-Sill Economic Development Corporation
P.O. Box 1376
Lawton, OK 73502
Attn: Brad Cooksey, President

If to Redeveloper:

TDG-BG Lawton, LLC
6116 N. Central Expressway, Suite 617
Dallas, Texas 75206
Attention: Richard Turcotte

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

10.12 Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The representations, warranties, covenants and undertakings of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement and continue in full force and effect until the later of (a) the date on which this Agreement has been fully performed in accordance with its terms and (b) the date on which the Increment District is terminated.

10.13 Extension of Times for Performance. In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended (except with respect to the provisions regarding the timing of payment of money), where the party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the party such as but not limited to: delays attributable to acts of God, any other party to this Agreement (for example, a delay in transfer of possession), strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy, casualty, epidemics and pandemics, including COVID-19, and quarantine restrictions, but shall not include delays attributable to financial difficulties of such party. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the parties to this Agreement.

10.14 Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by any other party to consummate more effectively the purposes or subject matter of this Agreement.

10.15 Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys' and accountants' fees.

10.16 Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same Agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. Facsimile or e-mailed .pdf copies of this Agreement shall be valid for all purposes.

10.17 Construction of this Agreement. Each of the parties acknowledges that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

This Redevelopment Agreement is hereby approved by the City as of the Effective Date.

CITY:

CITY OF LAWTON,
a municipal corporation

Mayor

Attest:

City Clerk

APPROVED as to form and legality this 18 day of ~~April~~ June, 2021.

City Attorney

This Redevelopment Agreement is hereby approved by LEDA as of the Effective Date.

LEDA:

LAWTON ECONOMIC DEVELOPMENT AUTHORITY, a public trust

Attest:

Secretary

By: _____
Fred L. Fitch, Chairman

This Redevelopment Agreement is hereby approved by LEDC as of the Effective Date.

LEDC:

Attest:

_____
Secretary

LAWTON/FORT SILL ECONOMIC DEVELOPMENT CORPORATION,
a not-for-profit corporation

By: _____
Brad Cooksey, President

This Redevelopment Agreement is hereby approved by the Redeveloper as of the Effective Date.

REDEVELOPER:

TDG-BG LAWTON, LLC,
a Texas limited liability company

By: _____
Name: Richard Turcotte
Title: Manager

EXHIBIT A

Legal Description of the Property

Plat Boundary Description Lawton Airport Industrial Park, Part 2, Lawton, Oklahoma

Lot 2, Block 1, Lawton Airport Industrial Park, Part 1, Lawton, Oklahoma;

and

A Tract of land that is part of the Southeast Quarter (SE/4) of Section Thirteen (13), Township One (1) North, Range Twelve (12) West of the I.M., Comanche County, State of Oklahoma, said tract of land being described as follows:

Commencing at the Northeast Corner of the Southeast Quarter;
THENCE N89°31'44"W on the north line of said Southeast Quarter a distance of 81.80 feet;
THENCE S00°09'45"W a distance of 285.39 feet;
THENCE S06°08'13"W a distance of 493.89 feet to a point of curve;
THENCE Southwesterly on a curve to the right having a Radius of 1467.89 feet and an arc distance of 473.27 feet, a chord bearing of S15°22'24"W and a chord length of 471.22 feet;
THENCE N89°31'44"W a distance of 66.03 feet;
THENCE N89°31'44"W a distance of 544.80 feet on the north boundary of Lawton Airport Industrial Park, Part 1, to the Point of Beginning;

THENCE N89°31'44"W a distance of 230.43 feet on the north boundary of Lawton Airport Industrial Park, Part 1;
THENCE S00°10'45"W a distance of 604.28 feet on the west boundary of Lot 2, Block 1 of Lawton Airport Industrial Park, Part 1;
THENCE S89°27'45"E a distance of 142.29 feet on the south boundary of Lot 2, Block 1 of Lawton Airport Industrial Park, Part 1;
THENCE S00°10'45"W a distance of 16.25 feet;
THENCE N89°27'45"W a distance of 560.01 feet;
THENCE N00°10'45"E a distance of 680.06 feet;
THENCE S89°31'44"E a distance of 648.15 feet;
THENCE S00°10'45"W a distance of 60.00 feet to the Point of Beginning containing 6.89 acres more or less.

EXHIBIT B

SCHEDULE OF PLANS FOR THE PUBLIC IMPROVEMENTS

Sheet	Name	Date
CIVIL		
C1	TITLE SHEET	04/14/2021
C2	PLAT	03/26/2021
C3	SITE AND GRADING PLAN	03/26/2021
C4	DEMOLITION PLAN	03/26/2021
C5	PLAN & PROFILE - PROPOSED STREET	04/14/2021
C6	PLAN & PROFILE - 12" SSL	03/26/2021
C7	STANDARD DETAILS - WATER SYSTEMS - 1	DEC 2014
C8	STANDARD DETAILS - WATER SYSTEMS - 2	06/12/2015
C9	STANDARD DETAILS - SANITARY SEWER - 1	JULY 2014
C10	STANDARD DETAILS - SANITARY SEWER - 2	MARCH 2012
C11	STANDARD DETAILS - EROSION CONTROLS - 1	06/17/2013
C12	STANDARD DETAILS - EROSION CONTROLS - 2	DEC 2013
C13	STANDARD DETAILS - SECONDARY CHANNELS	FEBRUARY 2012
C14	STANDARD DETAILS - SUBDIVISION STREETS - 1	MARCH 2012
C15	STANDARD DETAILS - SUBDIVISION STREETS - 2	MARCH 2012
C16	ODOT DETAIL - HEADWALL MPA-1A-13	12/17/1988

RESOLUTION NO. 21-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAWTON AND THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY REGARDING THE REIMBURSEMENT OF THE CITY OF LAWTON AND THE LAWTON/FORT SILL ECONOMIC DEVELOPMENT CORPORATION BY THE LAWTON ECONOMIC DEVELOPMENT AUTHORITY FROM REVENUES GENERATED BY TAX INCREMENT DISTRICT NO. 4, CITY OF LAWTON, FOR COSTS ASSOCIATED WITH THE REDEVELOPMENT AGGREEMENT WITH TDG-BG LAWTON, LLC.

WHEREAS, on May 11, 2021, the City Council approved a Redevelopment Agreement by and among TDG-BG, LLC, a Texas limited liability company (Redeveloper), the City of Lawton, the Lawton Economic Development Authority (LEDA), and the Lawton/Fort Sill Economic Development Corporation (LEDC) for the purpose of providing the assistance in development financing to the Redeveloper for an Industrial Development Project within the Airport Industrial Park; and

WHEREAS, on May 11, 2021, the City Council, pursuant to said Redevelopment Agreement, activated Increment District No. 4, City of Lawton, formerly designated as Increment District "L" in the Skills Training, Education, Development and Investment (STEDI) Project Plan; and

WHEREAS, pursuant to the Redevelopment Agreement, the City and the LEDC agreed to provide assistance in development financing to the Redeveloper in an amount equal to the actual costs of the Public Improvements that serve the Redevelopment, not to exceed $750,000, on the terms set forth in the Redevelopment Agreement, with said reimbursement to occur within 60 days of the acceptance of said Public Improvements by the City of Lawton; and

WHEREAS, pursuant to said Redevelopment Agreement, LEDA agreed to reimburse the City and LEDC in the respective amounts each has contributed toward the assistance in development financing provided to Redeveloper in support of the Redevelopment, which will not exceed $750,000, in total, and which will be payable solely from the available real property and business personal property increment generated by and collected from Increment District No. 4, City of Lawton, as Public Improvement Costs and Project Support Costs pursuant to Sections X.A. and X.B. of the STEDI Project Plan, in annual payments, commencing in year one of Increment District No. 4 and continuing thereafter through year 25 of Increment District No. 4, or when the City and LEDC have each been fully reimbursed, whichever is sooner; and

WHEREAS, on November 9, 2021, the City Council accepted approximately 735 linear feet of 12-inch waterline, two fire hydrants, approximately 686 linear feet of concrete pavement for Rex Madeira Road; and

WHEREAS, the Redeveloper has submitted adequate documentation to demonstrate that the cost of said improvements totaled $730,339.98 and accordingly the City Council approved the reimbursement of said costs in accordance with said Redevelopment Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lawton, Oklahoma, and the Lawton Economic Development Authority that:

1. LEDA agrees that to the extent sufficient funds are generated by the Increment District No. 4, City of Lawton, and remitted to LEDA, it will pay all the authorized costs provided to the Redeveloper by the City of Lawton and the LEDC in accordance with Redevelopment Agreement between said parties approved on May 11, 2021, for the purpose of providing the assistance in development financing to the Redeveloper for an Industrial Development Project within the Airport Industrial Park.
2. The parties understand and agree that at present, no funds have been so generated, and that the City has paid such costs and expenses to date from its 2016 CIP/Fund 94 Industrial Development.
3. All funds so reimbursed by LEDA to the City will be restored to its Industrial Development Fund, to the extent that it paid said expenses as set out above.

PASSED and APPROVED by the City Council and SIGNED by the Mayor of the City of Lawton this 16th day of November, 2021.

_____
MAYOR

ATTEST:

_____
City Clerk

Approved as to form and legality this _____ of November, 2021.

_____
City Attorney

PASSED and APPROVED by the Lawton Economic Development Authority and SIGNED by the Chairman this ____ day of _____, 2021.

_____
Fred Fitch, Chairman

ATTEST:

_____

Larry Neal, Secretary

Reimbursement

Name: TDG-BG Lawton, LLC
Project Name: Project Pumpkin
Invoice Number: 110221
Date: 11/4/2021

A	B	C
Category	**Total Cost**	**Vendor**
Construction Costs	701,455.23	F.A. Peinado
Civil Engineering	7,594.35	Landmark Engineering
Civil Engineering	2,242.54	Landmark Engineering
Geotech	1,790.00	Rone
Testing - July	9,435.10	Rone
Testing - August	3,484.20	Rone
Testing - September	3,771.55	Rone
Permit Fees - ODEQ Sanitary Sewer	332.03	ODEQ
Permit Fees - ODEQ Water	234.98	ODEQ
Total	**730,339.98**	

F A Peinado LLC
1701 Legacy Dr
Suite 1000
Plano, TX 75034
214-200-9140

License:

10.19.21	Date
$701,455.23	Approved
Lawton-Offsite	Project
Construction	Category

Progress Billing

Application: 2021003-04

Owner: TDG-BG Lawton, LLC
6116 N. Central Expressway
Suite 617
Dallas, TX 75206

Job Location: Lawton Off-Site

Invoice: 4

Period: 9/30/2021

Application For Payment On Contract

Original contract	$695,296.00
Net Change by Change Orders	$6,159.23
Contract Sum to Date	$701,455.23
Total Complete to Date	$701,455.23
Total Retained	$0.00
Total Earned Less Retained	$701,455.23
Less Previous Billings	$631,309.71
Current Payment Due	**$70,145.52**
Balance on Contract	$0.00

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor: Chad Jones Date: 10-8-21

State of: Texas County of: Collin
Subscribed and sworn to before me this 8th day of October, 20 21
Notary Public: Honey Warren
My Commission Expires: 12-15-23

HONEY WARREN
My Notary ID # 11623960
Expires December 15, 2023

OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of the Owner's Representatives knowledge, information and belief, the Work has progressed as indicated and the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: $_____

OWNER'S REPRESENTATIVE :

By: _____ Date: _____

Terms: Invoices are due and payable upon receipt of invoice.
***Please make checks payable to :* FA Peinado LLC**
Thank you for your prompt payment.

PROGRESS BILLING

Project: 2021-003 / Lawton Off-Site Invoice: 4 Application 2021003-04 Period Ending Date: 9/30/2021

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01.100.00	General Conditions	97,000.00	97,000.00			97,000.00	100.00		
01.800.00	Contractor Insurance	27,200.00	27,200.00			27,200.00	100.00		
02.200.00	Earthwork	50,100.00	50,100.00			50,100.00	100.00		
02.600.00	Site Utilities	290,896.00	290,896.00			290,896.00	100.00		
03.300.00	Concrete Paving	171,572.00	171,572.00			171,572.00	100.00		
07.900.00	Caulking/Waterproofing	2,904.00	2,904.00			2,904.00	100.00		
18.100.00	Contractor Fee	55,624.00	55,624.00			55,624.00	100.00		
19.100.01	OCO #1 - Offsite Sanitary Ext	6,159.23	6,159.23			6,159.23	100.00		

REFERENCE ATTACHED SHEET INDICATING SUBCONTRACTOR COST BREAKDOWN FOR WATER LINE, SEWER LINE, AND STORM DRAINAGE

Totals	701,455.23	701,455.23			701,455.23	100.00		

SUBCONTRACTOR COST BREAKDOWN FOR WATER LINE, SEWER LINE, AND STORM DRAINAGE

Off Site Sanitary Sewer	Units	Qty	Material Cost		Labor Cost		Equipment Cost		FINAL
			Cost/Unit	Total	Cost/Unit	Total	Cost/Unit	Total	COST
Install Off Site Sanitary Sewer									
Sewer Pipe 12" SDR 35	ft	896	$ 20.89	$ 18,717.44	$ 33.37	$ 29,899.52	$ 30.03	$ 26,906.88	$ 75,523.84
Sewer Pipe 12" DR 18 C-900 Green	ft	20	$ 41.87	$ 837.40	$ 111.60	$ 2,232.00	$ 91.31	$ 1,826.20	$ 4,895.60
12" Clay X 12" C-900 Rubber Coupling	ea	1	$ 112.34	$ 112.34	$ 22.32	$ 22.32	$ 18.26	$ 18.26	$ 152.92
4' Diameter Manholes 9.18' 7.58', & 6.47'	ea	3	$ 2,793.80	$ 8,381.40	$ 1,115.95	$ 3,347.85	$ 913.05	$ 2,739.15	$ 14,468.40
Locate Wire Green	rolls	2	$ 99.12	$ 198.24	$ 1.12	$ 2.24	$ 0.91	$ 1.82	$ 202.30
Excavation Tape Green	roll	1	$ 52.87	$ 52.87	$ 2.23	$ 2.23	$ 1.83	$ 1.83	$ 56.93
Select Backfill Materials (#57 Aggregate)	tns	384	$ 23.79	$ 9,135.36	$ 1.64	$ 629.76	$ 1.34	$ 514.56	$ 10,279.68
Mandrel Testing	ft	896	$ -	$ -	$ 1.50	$ 1,344.00		$ -	$ 1,344.00
Change Order			$ -	$ -	$ -	$ -		$ -	$ 5,892.60
									$ 112,816.27

Flowable Fill Abandoned Line	Units	Qty	Material Cost		Labor Cost		Equipment Cost		FINAL
			Cost/Unit	Total	Cost/Unit	Total	Cost/Unit	Total	COST
Flowable Fill Grout w/ ReoCell Admix	Yds	21	$ 171.81	$ 3,608.01	$ -	$ -	$ -	$ -	$ 3,608.01
Pump Truck	LS	1	$ -	$ -	$ 1,864.53	$ 1,864.53	$ 1,525.52	$ 1,525.52	$ 3,390.05
									$ 6,998.06

Storm Drainage	Units	Qty	Material Cost		Labor Cost		Equipment Cost		FINAL
			Cost/Unit	Total	Cost/Unit	Total	Cost/Unit	Total	COST
Elliptical Concrete Pipe	LS	1	$ -	$ -	$ 29,639.36	$ 29,639.36	$ -	$ -	$ 29,639.36
Head Wall	LS	1	$ -	$ -	$ 28,971.02	$ 28,971.02	$ -	$ -	$ 28,971.02
									$ 58,610.38

Off Site Water	Units	Qty	Material Cost		Labor Cost		Equipment Cost		FINAL
			Cost/Unit	Total	Cost/Unit	Total	Cost/Unit	Total	COST
12" C-900 DR 18 Water Line 2+51 - 9+86	ft	740	$ 41.89	$ 30,998.60	$ 24.13	$ 17,856.20	$ 19.74	$ 14,607.60	$ 63,462.40
12" x 2" MJ Tapped Cap	ea	1	$ 137.98	$ 137.98	$ 20.09	$ 20.09	$ 16.43	$ 16.43	$ 174.50
2" x 8" Threaded Brass Nipple	ea	2	$ 39.65	$ 79.30	$ 6.70	$ 13.40	$ 5.48	$ 10.96	$ 103.66
2" Brass Threaded 90 Bend	ea	1	$ 35.79	$ 35.79	$ 6.70	$ 6.70	$ 5.48	$ 5.48	$ 47.97
2" Threaded Iron Body Mueller Gate Valve	ea	1	$ 395.16	$ 395.16	$ 66.96	$ 66.96	$ 54.78	$ 54.78	$ 516.90
CI Adjustable Valve Box	ea	1	$ 59.47	$ 59.47	$ 22.32	$ 22.32	$ 18.26	$ 18.26	$ 100.05
Concrete Valve Donut	ea	1	$ 39.65	$ 39.65	$ 22.32	$ 22.32	$ 18.26	$ 18.26	$ 80.23
2" Brass Threaded cap	ea	1	$ 25.06	$ 25.06	$ 4.46	$ 4.46	$ 3.65	$ 3.65	$ 33.17
Maybe long riser nipples (look for detail)	ea	1	$ 72.69	$ 72.69	$ 111.60	$ 111.60	$ 91.31	$ 91.31	$ 275.60
12" Megalug, bolts and Gaskets	ea	1	$ 144.29	$ 144.29	$ 11.16	$ 11.16	$ 9.13	$ 9.13	$ 164.58
12" x 6" fire hydrant tee	ea	3	$ 275.95	$ 827.85	$ 185.99	$ 557.97	$ 152.18	$ 456.54	$ 1,842.36
6" Mueller MJ Gate Valve	ea	3	$ 674.02	$ 2,022.06	$ 148.79	$ 446.37	$ 121.74	$ 365.22	$ 2,833.65
CI Adjustable Valve Box	ea	3	$ 59.47	$ 178.41	$ 22.32	$ 66.96	$ 18.26	$ 54.78	$ 300.15
Concrete Valve Donut	ea	3	$ 39.65	$ 118.95	$ 22.32	$ 66.96	$ 18.26	$ 54.78	$ 240.69
6" x 13" Swivel Joint	ea	3	$ 150.66	$ 451.98	$ 37.20	$ 111.60	$ 30.44	$ 91.32	$ 654.90
Fire Hydrant	ea	3	$ 2,147.60	$ 6,442.80	$ 185.99	$ 557.97	$ 152.18	$ 456.54	$ 7,457.31
12" Megalug, bolts and Gaskets	ea	6	$ 144.29	$ 865.74	$ 11.16	$ 66.96	$ 9.13	$ 54.78	$ 987.48
12" 45' MJ Bends	ea	4	$ 236.30	$ 945.20	$ 178.55	$ 714.20	$ 146.09	$ 584.36	$ 2,243.76
12" Megalug, bolts and Gaskets	ea	8	$ 144.29	$ 1,154.32	$ 11.16	$ 89.28	$ 9.13	$ 73.04	$ 1,316.64
12" Solid Sleeve	ea	2	$ 217.80	$ 435.60	$ 223.19	$ 446.38	$ 182.61	$ 365.22	$ 1,247.20
12" Megalug, bolts and Gaskets	ea	4	$ 144.29	$ 577.16	$ 11.16	$ 44.64	$ 9.13	$ 36.52	$ 658.32
Concrete Thrust Blocks	ea	8	$ 158.59	$ 1,268.72	$ 111.60	$ 892.80	$ 91.30	$ 730.40	$ 2,891.92
Poly Wrap for Iron Fittings	roll	1	$ 151.98	$ 151.98	$ 44.64	$ 44.64	$ 36.52	$ 36.52	$ 233.14
Poly Tape	rolls	5	$ 9.91	$ 49.55	$ 8.93	$ 44.65	$ 7.30	$ 36.50	$ 130.70
Locate Wire	rolls	2	$ 0.20	$ 0.40	$ 4.46	$ 8.92	$ 3.66	$ 7.32	$ 16.64
Excavation Tape	roll	1	$ 52.86	$ 52.86	$ 8.93	$ 8.93	$ 7.30	$ 7.30	$ 69.09
Hydrotest, Chlorination, Flush, & 2 Bact Tests	ea	1	$ 264.32	$ 264.32	$ 1,115.95	$ 1,115.95	$ 913.05	$ 913.05	$ 2,293.32
Select Backfill Material (Rock Screenings)	tns	272	$ 18.50	$ 5,032.00	$ 1.64	$ 446.08	$ 1.34	$ 364.48	$ 5,842.56
									$ 96,218.89

Landmark Engineering
2505 N.E. Skyline Place
Lawton, OK 73507-7151
(580) 357-2022

Invoice

INVOICE DATE	6/5/2021

07.21.2021 Date
$7,594.35 Approved
NAB-Lawton Project
Off-site Civil Engineering Category

BILL TO

Turcotte Development Group, LLC
Attn: Pieter Kessels
6116 N. Central Expressway, Ste 105
Dallas, TX 75208

REFERENCE	FOR WORK THRU	PROJECT #
Public Improvement Plans (Pumpkin) Lawton Airport Industrial Park, Part 1 Invoice #2	6/5/2021	21GEN08

QTY	DESCRIPTION	RATE	AMOUNT
	CONSTRUCTION PLANS (PUBLIC IMPROVEMENTS)		
1	Topo Survey	2,340.00	2,340.00
1	Paving Plan and Profile (Design by Developer Geotech)	1,260.00	1,260.00
1	Water Line Plan and Profile	860.00	860.00
1	Sanitary Sewer Line Relocation Plan (New Easement)	1,200.00	1,200.00
1	Civil Details (COL, ODOT, Project Specific)	676.00	676.00
1	Erosion Control Plan	960.00	960.00
1	Storm Water Calculations including Report (Street Drain)	2,050.00	2,050.00
0	Record Drawings (Water, Sanitary Sewer, Pavement)	1,373.00	0.00
	CONSTRUCTION PLANS (PRIVATE SITE)		
1	ALTA Land Title Survey Pre Construction	2,000.00	2,000.00
0	Record Survey for Detention	1,100.00	0.00
0	ALTA Land Title Survey after completion of Site	3,180.00	0.00
		Total	

DESIGN & ENGINEERING

Landmark Engineering
2505 N.E. Skyline Place
Lawton, OK 73507-7151
(580) 357-2022

Invoice

INVOICE DATE	6/5/2021

BILL TO

Turcotte Development Group, LLC
Attn: Pieter Kessels
6116 N. Central Expressway, Ste 105
Dallas, TX 75208

REFERENCE	FOR WORK THRU	PROJECT #
Public Improvement Plans (Pumpkin) Lawton Airport Industrial Park, Part 1 Invoice #2	6/5/2021	21GEN08

QTY	DESCRIPTION	RATE	AMOUNT
	LESS: Previous Payment	-3,751.65	-3,751.65
	PAYMENT DUE UPON RECEIPT		

FEI 74-3102902
A Monthly SERVICE CHARGE will be added if payment is not received within first 30 days of invoice date.

Total $7,594.35

Please write the PROJECT NUMBER shown above on your check.

We accept VISA

DESIGN & ENGINEERING

Landmark Engineering
2505 N.E. Skyline Place
Lawton, OK 73507-7151
(580) 357-2022

Invoice

INVOICE DATE	10/22/2021

10.23.2021	Date
$2,242.54	Approved
Lawton	Project
Civil-Eng Offsite	Category

BILL TO

Turcotte Development Group, LLC
Attn: Pieter Kessels
6116 N. Central Expressway, Ste 105
Dallas, TX 75208

REFERENCE	FOR WORK THRU	PROJECT #
Public Improvement Plans (Pumpkin) Lawton Airport Industrial Park, Part 1 Invoice #3	10/22/2021	21GEN08

QTY	DESCRIPTION	RATE	AMOUNT
	CONSTRUCTION PLANS (PUBLIC IMPROVEMENTS)		
1	Topo Survey	2,340.00	2,340.00
1	Paving Plan and Profile (Design by Developer Geotech)	1,260.00	1,260.00
1	Water Line Plan and Profile	860.00	860.00
1	Sanitary Sewer Line Relocation Plan (New Easement)	1,200.00	1,200.00
1	Civil Details (COL, ODOT, Project Specific)	676.00	676.00
1	Erosion Control Plan	960.00	960.00
1	Storm Water Calculations including Report (Street Drain)	2,050.00	2,050.00
1	Record Drawings (Water, Sanitary Sewer, Pavement)	1,373.00	1,373.00
	CONSTRUCTION PLANS (PRIVATE SITE)		
1	ALTA Land Title Survey Pre Construction	2,000.00	2,000.00
0	Record Survey for Detention	1,100.00	0.00
0	ALTA Land Title Survey after completion of Site	3,180.00	0.00
		Total	

PAYMENT DUE UPON RECEIPT

DESIGN & ENGINEERING

Landmark Engineering
2505 N.E. Skyline Place
Lawton, OK 73507-7151
(580) 357-2022

Invoice

INVOICE DATE	10/22/2021

BILL TO

Turcotte Development Group, LLC
Attn: Pieter Kessels
6116 N. Central Expressway, Ste 105
Dallas, TX 75208

REFERENCE	FOR WORK THRU	PROJECT #
Public Improvement Plans (Pumpkin) Lawton Airport Industrial Park, Part 1 Invoice #3	10/22/2021	21GEN08

QTY	DESCRIPTION	RATE	AMOUNT
1	Additional Surveying - Record Drawing (2 flumes added on street)	420.00	420.00
1	Office Time - Add flume location and record data to drawing	220.00	220.00
1	Additional Office Work	229.54	229.54
	LESS: Previous Payments	-11,346.00	-11,346.00
	PAYMENT DUE UPON RECEIPT		

FEI 74-3102902
A Monthly SERVICE CHARGE will be added if payment is not received within first 30 days of invoice date.

Total $2,242.54

Please write the PROJECT NUMBER shown above on your check.

We accept VISA

DESIGN & ENGINEERING

07.30.21	Date
$1,790.00	Approved
Lawton	Project
Geotech	Category

Rone Engineering Services, Ltd.
PO Box 226956
Dallas, Texas 75222
(214) 630-9745

TO: **Peinado Construction**
Attn: Mr. Brett Shirley
15815 Executive Drive, Suite 500
Frisco, Texas 75033

PROJECT: Geotechnical Study Addendum
Office/Warehouse
South of Rex Madeira Road
Lawton, Oklahoma

INVOICE

Invoice No:	17160
Project No:	21-25023
Invoice Date:	7/14/21
For Services Through:	7/14/21
Terms:	Net 30 Days

Remit Payment to:
PO Box 226956
Dallas, Texas 75222

Federal E.I.N. 34-2010698

P.O. NO BORINGS IN PROPOSED ROAD PER CITY OF LAWTON REQUIREMENTS

DESCRIPTION OF SERVICES	UNIT	QTY	RATE	TOTAL
Geotechnical services authorized by Mr. Chad Jones				
Additional Laboratory Testing	Lump	1	$ 1,790.00	$ 1,790.00
INVOICE TOTAL				$ 1,790.00

For questions regarding this invoice please contact Eric Hollabaugh at 214.630.9745.

Please Remit Payment to: Rone Engineering Services / P.O. Box 226956 / Dallas, Texas 75222

RONE ENGINEERING

GEOTECHNICAL ENGINEERING
EARTHWORKS CONTROL
ENVIRONMENTAL CONSULTING
CONSTRUCTION MATERIAL TESTING

July 14, 2021

Mr. Brett Shirley
Peinado Construction
15815 Executive Drive, Suite 500
Frisco, Texas 75033

Re: Geotechnical Engineering Report Addendum
Office / Warehouse
Lawton, Oklahoma
Rone Report No. 21-25023

Dear Mr. Shirley:

Rone Engineering Services Ltd. (Rone) performed a geotechnical study for the referenced project, and presented results and recommendations in Report No. 21-25023, dated April 6, 2021. This letter presents results of additional laboratory testing performed on samples of proposed pavement subgrade material. This letter is an addendum to the referenced geotechnical report, and should not be used separately from the report.

Based on information provided by the client, we understand that the City of Lawton requires untreated pavement subgrade materials to have a PI less than 35. If the PI is between 35 and 45, 12 inches of aggregate base is required below pavements, and if the PI is between 45 and 55, 18 inches of aggregate base is required. Per City standards, the PI should be determined using the average of at least three PI measurements.

At the request of the client, Rone returned to the site to collect additional samples of the proposed pavement subgrade materials at three locations for supplementary PI testing. The approximate test locations are indicated on the attached location diagram. The test results are tabulated below.

Boring	Depth (feet)	Liquid Limit	Plastic Limit	Plasticity Index
P-6	1-2	34	17	16
P-7	0-1	43	19	25
P-8	1-2	50	19	31

Based on the City of Lawton criteria, pavement subgrade treatment is not required.

All other comments and recommendations contained in the original report remain unchanged. Thank you for the opportunity to provide services to you for this project. Please call if you have any questions regarding this letter.

Respectfully submitted,

LICENSED PROFESSIONAL ENGINEER
ERIC HOLLABAUGH
28614
OKLAHOMA
07.14.2021

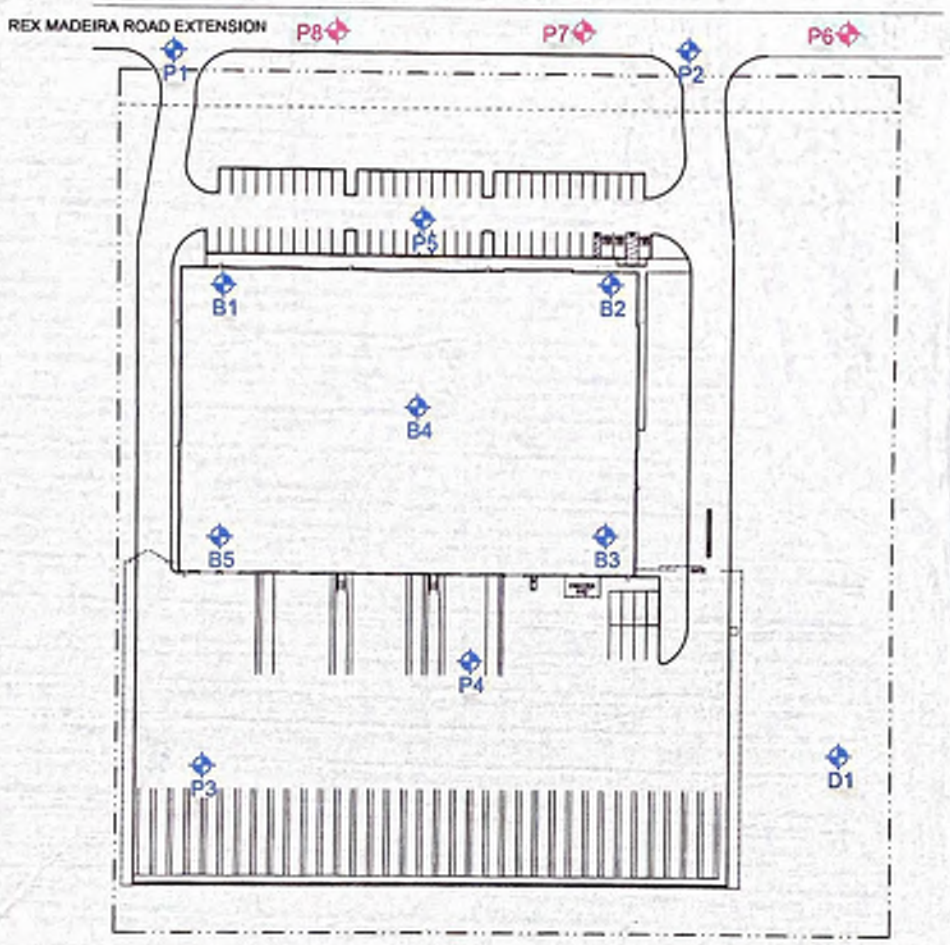
Eric M. Hollabaugh, P.E.
Senior Geotechnical Engineer

Mark D. Gray, P.E.
Partner

Attachment: Boring Location Diagram

Texas Engineering Firm Registration Number F-1572

SCALE: NTS



LEGEND	
◆	HAND AUGER SAMPLED BORINGS

RONE ENGINEERING

PLATE A.3
BORING LOCATION DIAGRAM

OFFICE/WAREHOUSE
SOUTH OF REX MADEIRA ROAD
LAWTON, OKLAHOMA

PROJECT NO:	21-25023		
FILE NAME:	2125023.DWG		
DRAWN BY:	CM	DATE:	3-30-2021
REVISED BY:		DATE:	
REVISED BY:		DATE:	
APPROVED BY:	EH	DATE:	4-2-2021

10.06.2021	Date
$9,435.10	Approved
Lawton	Project
CMT	Category

RONE ENGINEERING

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572
Corporate Phone: (214) 630-9745

INVOICE

To: TDG-BG, Lawton, LLC
Ms. Susan Wiikari
6116 N Central Expressway
Suite 617
Dallas, TX. 75206 USA

Remit To
Invoice No: 21-7-000267
Rone Engineering Services, Ltd.
PO Box 226956
Dallas, TX 75222
Federal E.I.N. 34-2010698

Project: Project Pumpkin
Lawton, Oklahoma

Project No: **2125428**
Invoice Date: **07/31/2021**
For Services Through: **07/31/2021**

Date	Report	Description of Services	Qty	Rate	Total
07/13/2021	14301232	Moisture Density Relationship ASTM D-698 (each)	1.00	$160.00	$160.00
07/13/2021	14301232	Atterberg Limits ASTM D-4318 (each)	1.00	$59.00	$59.00
07/13/2021	14301232	Percent Passing #200 Sieve ASTM D-1140 (each)	1.00	$49.00	$49.00
07/13/2021	14301232	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/13/2021	14301232	Travel Transportation Charge (trip)	1.00	$115.00	$115.00
07/13/2021	14301232	Administrative (hourly)	0.80	$74.00	$59.20
07/13/2021	14301251	Moisture Density Relationship ASTM D-698 (each)	1.00	$160.00	$160.00
07/13/2021	14301251	Atterberg Limits ASTM D-4318 (each)	1.00	$59.00	$59.00
07/13/2021	14301251	Percent Passing #200 Sieve ASTM D-1140 (each)	1.00	$49.00	$49.00
07/13/2021	14301251	Administrative (hourly)	0.80	$74.00	$59.20
07/14/2021	14301233	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/14/2021	14301233	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/14/2021	14301233	Senior Engineering Technician OT (hourly)	5.25	$81.00	$425.25
07/14/2021	14301233	Transportation Charge (trip)	1.00	$115.00	$115.00
07/14/2021	14301233	Administrative (hourly)	0.90	$74.00	$66.60
07/15/2021	14301236	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/15/2021	14301236	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/15/2021	14301236	Senior Engineering Technician OT (hourly)	0.75	$81.00	$60.75
07/15/2021	14301236	Transportation Charge (trip)	1.00	$25.00	$25.00
07/15/2021	14301236	Administrative (hourly)	1.00	$74.00	$74.00
07/21/2021	14301701	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/21/2021	14301701	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/21/2021	14301701	Senior Engineering Technician OT (hourly)	4.75	$81.00	$384.75
07/21/2021	14301701	Transportation Charge (trip)	1.00	$115.00	$115.00
07/21/2021	14301701	Administrative (hourly)	0.90	$74.00	$66.60
07/22/2021	14301702	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/22/2021	14301702	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/22/2021	14301702	Senior Engineering Technician OT (hourly)	2.00	$81.00	$162.00
07/22/2021	14301702	Transportation Charge (trip)	1.00	$25.00	$25.00

3RD PARTY TESTING OF SOIL COMPACTION OF SEWER, AND WATER LINES

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572

Corporate Phone: (214) 630-9745

RONE ENGINEERING

INVOICE

Date	Report	Description of Services	Qty	Rate	Total
07/22/2021	14301702	Administrative (hourly)	0.90	$74.00	$66.60
07/28/2021	14302219	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/28/2021	14302219	Senior Engineering Technician OT (hourly)	3.50	$81.00	$283.50
07/28/2021	14302219	Transportation Charge (trip)	1.00	$115.00	$115.00
07/28/2021	14302219	Administrative (hourly)	0.80	$74.00	$59.20
07/28/2021	14302219	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/29/2021	14302220	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/29/2021	14302220	Senior Engineering Technician OT (hourly)	0.50	$81.00	$40.50
07/29/2021	14302220	Transportation Charge (trip)	1.00	$25.00	$25.00
07/29/2021	14302220	Administrative (hourly)	0.80	$74.00	$59.20
07/29/2021	14302220	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/30/2021	14302221	Senior Engineer (hourly)	2.00	$235.00	$470.00
07/30/2021	14302221	Project Manager (hourly)	4.50	$87.00	$391.50
07/30/2021	14302221	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
07/30/2021	14302221	Principal Engineer (hourly)	2.00	$295.00	$590.00
07/30/2021	14302221	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
07/30/2021	14302221	Senior Engineering Technician OT (hourly)	0.25	$81.00	$20.25
07/30/2021	14302221	Transportation Charge (trip)	1.00	$25.00	$25.00
07/30/2021	14302221	Administrative (hourly)	1.00	$74.00	$74.00

For questions regarding this invoice contact Fanny Burrow at (214) 630-9745

Invoice Total **$9,435.10**

3RD PARTY TESTING OF SOIL COMPACTION OF SEWER, AND WATER LINES

TERMS: **Net 30 days**

10.06.20	Date
$3,484.20	Approved
Lawton	Project
CMT	Category

RONE ENGINEERING

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572

Corporate Phone: (214) 630-9745

INVOICE

To: TDG-BG, Lawton, LLC
Ms. Susan Wiikari
6116 N Central Expressway
Suite 617
Dallas, TX. 75206 USA

Remit To

Invoice No: 21-8-000226

Rone Engineering Services, Ltd.
PO Box 226956
Dallas, TX 75222
Federal E.I.N. 34-2010698

Project: Project Pumpkin
Lawton, Oklahoma

Project No: **2125428**
Invoice Date: **08/31/2021**
For Services Through: **08/31/2021**

Date	Report	Description of Services	Qty	Rate	Total
08/04/2021	14302770	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/04/2021	14302770	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
08/04/2021	14302770	Senior Engineering Technician OT (hourly)	7.00	$81.00	$567.00
08/04/2021	14302770	Transportation Charge (trip)	1.00	$115.00	$115.00
08/04/2021	14302770	Administrative (hourly)	0.90	$74.00	$66.60
08/05/2021	14302771	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/05/2021	14302771	Senior Engineering Technician (hourly, min. 4 hours)	7.00	$54.00	$378.00
08/05/2021	14302771	Transportation Charge (trip)	1.00	$25.00	$25.00
08/05/2021	14302771	Administrative (hourly)	1.00	$74.00	$74.00
08/06/2021	14302772	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/06/2021	14302772	Senior Engineering Technician (hourly, min. 4 hours)	6.50	$54.00	$351.00
08/06/2021	14302772	Transportation Charge (trip)	1.00	$25.00	$25.00
08/06/2021	14302772	Administrative (hourly)	1.00	$74.00	$74.00
08/11/2021	14303668	Field Engineer (hourly)	9.00	$85.00	$765.00
08/12/2021	14303291	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/12/2021	14303291	Senior Engineering Technician OT (hourly)	8.75	$81.00	$708.75
08/12/2021	14303291	Transportation Charge (trip)	1.00	$115.00	$115.00
08/12/2021	14303291	Administrative (hourly)	1.20	$74.00	$88.80
08/12/2021	14303291	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/13/2021	14303292	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/13/2021	14303292	Senior Engineering Technician OT (hourly)	1.50	$81.00	$121.50
08/13/2021	14303292	Transportation Charge (trip)	1.00	$25.00	$25.00
08/13/2021	14303292	Administrative (hourly)	1.00	$74.00	$74.00
08/13/2021	14303292	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/16/2021	14303924	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/16/2021	14303924	Senior Engineering Technician OT (hourly)	11.00	$81.00	$891.00
08/16/2021	14303924	Transportation Charge (trip)	1.00	$115.00	$115.00

3RD PARTY TESTING OF SOIL COMPACTION OF SEWER, AND WATER LINE

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572

Corporate Phone: (214) 630-9745

RONE ENGINEERING

INVOICE

Date	Report	Description of Services	Qty	Rate	Total
08/24/2021	14304352	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/25/2021	14304353	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/25/2021	14304353	Senior Engineering Technician OT (hourly)	4.75	$81.00	$384.75
08/25/2021	14304353	Transportation Charge (trip)	1.00	$25.00	$25.00
08/25/2021	14304353	Administrative (hourly)	1.20	$74.00	$88.80
08/25/2021	14304353	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/26/2021	14304354	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/26/2021	14304354	Senior Engineering Technician OT (hourly)	4.50	$81.00	$364.50
08/26/2021	14304354	Transportation Charge (trip)	1.00	$25.00	$25.00
08/26/2021	14304354	Administrative (hourly)	0.90	$74.00	$66.60
08/26/2021	14304354	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/27/2021	14304355	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/27/2021	14304355	Senior Engineering Technician OT (hourly)	3.25	$81.00	$263.25
08/27/2021	14304355	Transportation Charge (trip)	1.00	$25.00	$25.00
08/27/2021	14304355	Administrative (hourly)	0.90	$74.00	$66.60
08/27/2021	14304355	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/29/2021	14305465	Senior Engineering Technician OT (hourly)	12.75	$81.00	$1,032.75
08/29/2021	14305465	Transportation Charge (trip)	1.00	$115.00	$115.00
08/29/2021	14305465	Administrative (hourly)	1.10	$74.00	$81.40
08/29/2021	14305465	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/30/2021	14304904	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/30/2021	14304904	Senior Engineering Technician OT (hourly)	3.50	$81.00	$283.50
08/30/2021	14304904	Transportation Charge (trip)	1.00	$25.00	$25.00
08/30/2021	14304904	Administrative (hourly)	0.80	$74.00	$59.20
08/30/2021	14304904	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/30/2021	14305053	Administrative (hourly)	0.90	$74.00	$66.60
08/30/2021	14305446	Field Engineer (hourly)	8.00	$85.00	$680.00
08/31/2021	14304906	Senior Engineer (hourly)	3.00	$235.00	$705.00
08/31/2021	14304906	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
08/31/2021	14304906	Senior Engineering Technician OT (hourly)	3.50	$81.00	$283.50
08/31/2021	14304906	Transportation Charge (trip)	1.00	$25.00	$25.00
08/31/2021	14304906	Administrative (hourly)	1.00	$74.00	$74.00
08/31/2021	14304906	Project Manager (hourly)	10.00	$87.00	$870.00
08/31/2021	14304906	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
08/31/2021	14304906	Principal Engineer (hourly)	2.00	$295.00	$590.00

3RD PARTY TESTING OF SOIL COMPACTION OF WATER LINE

10.20.21	Date
$3,771.55	Approved
Lawton	Project
CMT	Category

RONE ENGINEERING

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572

Corporate Phone: (214) 630-9745

INVOICE

To: TDG-BG, Lawton, LLC
Ms. Susan Wiikari
6116 N Central Expressway
Suite 617
Dallas, TX. 75206 USA

Remit To

Invoice No: 21-9-000155

Rone Engineering Services, Ltd.
PO Box 226956
Dallas, TX 75222
Federal E.I.N. 34-2010698

Project: Project Pumpkin
Lawton, Oklahoma

Project No: **2125428**
Invoice Date: **09/30/2021**
For Services Through: **09/30/2021**

Date	Report	Description of Services	Qty	Rate	Total
09/01/2021	14304907	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
09/01/2021	14304907	Senior Engineering Technician OT (hourly)	3.50	$81.00	$283.50
09/01/2021	14304907	Transportation Charge (trip)	1.00	$25.00	$25.00
09/01/2021	14304907	Administrative (hourly)	1.00	$74.00	$74.00
09/01/2021	14304907	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/01/2021	14305261	Concrete Test Cylinders (each)	5.00	$14.00	$70.00
09/01/2021	14305261	Administrative (hourly)	0.50	$74.00	$37.00
09/02/2021	14304908	Senior Engineering Technician (hourly, min 4 hours)	8.00	$54.00	$432.00
09/02/2021	14304908	Senior Engineering Technician OT (hourly)	3.50	$81.00	$283.50
09/02/2021	14304908	Transportation Charge (trip)	1.00	$25.00	$25.00
09/02/2021	14304908	Administrative (hourly)	0.80	$74.00	$59.20
09/02/2021	14304908	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/03/2021	14304909	Senior Engineering Technician (hourly, min 4 hours)	5.00	$54.00	$270.00
09/03/2021	14304909	Senior Engineering Technician OT (hourly)	0.25	$81.00	$20.25
09/03/2021	14304909	Transportation Charge (trip)	1.00	$25.00	$25.00
09/03/2021	14304909	Administrative (hourly)	0.80	$74.00	$59.20
09/03/2021	14304909	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/03/2021	14305263	Concrete Inspection (hourly)	2.25	$37.00	$83.25
09/03/2021	14305263	Concrete Test Cylinders (each)	5.00	$14.00	$70.00
09/03/2021	14305263	Administrative (hourly)	0.50	$74.00	$37.00
09/03/2021	14306084	Lime Series PI (each)	1.00	$354.00	$354.00
09/03/2021	14306084	Administrtaive (hourly)	0.80	$74.00	$59.20
09/04/2021	14305264	Concrete Inspection OT (hourly)	2.00	$55.50	$111.00
09/04/2021	14305264	Transportation Charge (trip)	1.00	$25.00	$25.00
09/07/2021	14305371	Senior Engineering Technician (hourly, min 4 hours)	5.75	$54.00	$310.50
09/07/2021	14305371	Senior Engineering Technician OT (hourly)	2.25	$81.00	$182.25
09/07/2021	14305371	Transportation Charge (trip)	1.00	$115.00	$115.00

3RD PARTY TESTING OF CONCRETE FOR DRAINAGE HEADWALL

RONE ENGINEERING

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572

Corporate Phone: (214) 630-9745

INVOICE

Date	Report	Description of Services	Qty	Rate	Total
09/07/2021	14305371	Administrative (hourly)	0.50	$74.00	$37.00
09/10/2021	14305374	Senior Engineering Technician (hourly, min. 4 hours)	2.25	$54.00	$121.50
09/10/2021	14305374	Administrative (hourly)	0.90	$74.00	$66.60
09/10/2021	14305736	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/10/2021	14305736	Concrete Inspection (hourly)	5.50	$37.00	$203.50
09/10/2021	14305736	Concrete Test Cylinders (each)	5.00	$14.00	$70.00
09/10/2021	14305736	Transportation Charge (trip)	1.00	$115.00	$115.00
09/10/2021	14305736	Administrative (hourly)	0.50	$74.00	$37.00
09/11/2021	14305737	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/11/2021	14305737	Concrete Inspection OT (hourly)	2.00	$55.50	$111.00
09/11/2021	14305737	Transportation Charge (trip)	1.00	$25.00	$25.00
09/13/2021	14306058	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
09/13/2021	14306058	Senior Engineering Technician OT (hourly)	4.50	$81.00	$364.50
09/13/2021	14306058	Transportation Charge (trip)	1.00	$115.00	$115.00
09/13/2021	14306058	Administrative (hourly)	0.90	$74.00	$66.60
09/16/2021	14305905	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/16/2021	14305905	Senior Engineering Technician (hourly, min. 4 hours)	6.50	$54.00	$351.00
09/16/2021	14305905	Transportation Charge (trip)	1.00	$115.00	$115.00
09/16/2021	14305905	Administrative (hourly)	0.50	$74.00	$37.00
09/16/2021	14306275	Concrete Test Cylinders (each)	5.00	$14.00	$70.00
09/16/2021	14306275	Administrative (hourly)	0.50	$74.00	$37.00
09/16/2021	14306276	Moisture Density Relationship ASTM D-698 (each)	1.00	$160.00	$160.00
09/16/2021	14306276	Atterberg Limits ASTM D-4318 (each)	1.00	$59.00	$59.00
09/16/2021	14306276	Administrative (hourly)	0.80	$74.00	$59.20
09/17/2021	14305906	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/17/2021	14305906	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/17/2021	14305906	Senior Engineering Technician (hourly, min. 4 hours)	2.00	$54.00	$108.00
09/17/2021	14305906	Senior Engineering Technician OT (hourly)	0.25	$81.00	$20.25
09/17/2021	14305906	Transportation Charge (trip)	1.00	$25.00	$25.00
09/17/2021	14305906	Administrative (hourly)	0.80	$74.00	$59.20
09/17/2021	14306436	Senior Engineering Technician (hourly, min. 4 hours)	6.00	$54.00	$324.00
09/17/2021	14306436	Senior Engineering Technician OT (hourly)	3.00	$81.00	$243.00
09/17/2021	14306436	Administrative (hourly)	0.90	$74.00	$66.60
09/17/2021	14306437	Administrative (hourly)	0.80	$74.00	$59.20
09/21/2021	14306647	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00

8908 Ambassador Row, Dallas, TX 75247
Texas Engineering Firm Registration, No. F-1572

Corporate Phone: (214) 630-9745

RONE ENGINEERING

INVOICE

Date	Report	Description of Services	Qty	Rate	Total
09/21/2021	14306647	Senior Engineering Technician (hourly, min. 4 hours)	7.50	$54.00	$405.00
09/21/2021	14306647	Transportation Charge (trip)	1.00	$115.00	$115.00
09/21/2021	14306647	Administrative (hourly)	1.10	$74.00	$81.40
09/22/2021	14306648	Concrete Test Cylinders (each)	5.00	$14.00	$70.00
09/22/2021	14306648	Administrative (hourly)	0.50	$74.00	$37.00
09/22/2021	14307488	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/22/2021	14307488	Senior Engineering Technician (hourly, min. 4 hours)	4.00	$54.00	$216.00
09/22/2021	14307488	Transportation Charge (trip)	1.00	$25.00	$25.00
09/22/2021	14307488	Administrative (hourly)	0.90	$74.00	$66.60
09/23/2021	14306649	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/23/2021	14306649	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
09/23/2021	14306649	Senior Engineering Technician OT (hourly)	3.00	$81.00	$243.00
09/23/2021	14306649	Transportation Charge (trip)	1.00	$25.00	$25.00
09/23/2021	14306649	Administrative (hourly)	0.90	$74.00	$66.60
09/24/2021	14306650	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/24/2021	14306650	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
09/24/2021	14306650	Senior Engineering Technician OT (hourly)	0.75	$81.00	$60.75
09/24/2021	14306650	Transportation Charge (trip)	1.00	$25.00	$25.00
09/24/2021	14306650	Administrative (hourly)	0.90	$74.00	$66.60
09/27/2021	14307211	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/27/2021	14307211	Senior Engineering Technician (hourly, min. 4 hours)	8.00	$54.00	$432.00
09/27/2021	14307211	Senior Engineering Technician OT (hourly)	2.50	$81.00	$202.50
09/27/2021	14307211	Transportation Charge (trip)	1.00	$115.00	$115.00
09/27/2021	14307211	Administrative (hourly)	1.20	$74.00	$88.80
09/28/2021	14307212	Senior Engineering Technician (hourly, min. 4 hours)	5.00	$54.00	$270.00
09/28/2021	14307212	Administrative (hourly)	1.00	$74.00	$74.00
09/28/2021	14307501	Project Manager (hourly)	8.25	$87.00	$717.75
09/28/2021	14307501	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/28/2021	14307501	Concrete Inspection (hourly)	1.00	$37.00	$37.00
09/28/2021	14307501	Concrete Test Cylinders (each)	5.00	$14.00	$70.00
09/28/2021	14307501	Transportation Charge (trip)	1.00	$25.00	$25.00
09/28/2021	14307501	Administrative (hourly)	0.50	$74.00	$37.00
09/29/2021	14307502	Per Diem (hotel and food costs) (each)	1.00	$210.00	$210.00
09/29/2021	14307502	Concrete Inspection (hourly)	2.75	$37.00	$101.75
09/29/2021	14307502	Concrete Inspection OT (hourly)	0.75	$55.50	$41.63
09/29/2021	14307502	Transportation Charge (trip)	1.00	$25.00	$25.00

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

07.27.21	Date
$332.03	Approved
Lawton	Project
ODEQ-Sewer	Category

July 23, 2021

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

Re: Permit No. SL000016210521
Lawton Airport Industrial Park, Part 2
Facility No. S-11303

Dear Mr. Booker:

Your invoice totaling **$332.03**, for the above referenced project is enclosed. DEQ accepts only Mastercard or Visa credit cards or you may mail a check. To make a credit card payment call 405-702-1130. Please be sure to reference the permit number located below the address at the top of this letter. Send checks with reference to the permit number to:

Administrative Services Division
Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101

Permit will not be sent until the fees are paid in full. Construction cannot begin until a permit has been issued. Please contact DEQ with any questions at 405-702-8100 or at the address on the letterhead. Note: Fees are updated every year on July 1. Check our website for up to date information.

Sincerely,

Wendy S. Sheets

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

c: Vance Pennington, Regional Manager, DEQ
DUNCAN DEQ OFFICE
H. Lester Seiger, P.E., Landmark Engineering

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

INVOICE

WATER QUALITY DIVISION
DWSRF/CONSTRUCTION PERMIT SECTION
P.O. BOX 1677
OKLAHOMA CITY, OKLAHOMA 73101

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

Permit Number	SL000016210521
Facility ID #	S-11303
Invoice Number	WQD-04-210521

Description	Total
Permit review fees for 1,012 linear feet of twelve (12) inch PVC pipe for sanitary sewer collection and all appurtenances.	**$332.03**

Total Amount Due	**$332.03**
Amount Received	**$0.00**
Amount Due	**$332.03**

Please detach and return with payment to:
Construction Permit Section
ATTN: Rocky Chen
P.O. Box 1677
Oklahoma Department of Environmental Quality
Oklahoma City, Oklahoma 73101

WQD—Construction Permit Invoice

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

Permit Number	SL000016210521
Date	July 23, 2021
Facility ID #	S-11303
Invoice Number	WQD-04-210521
Amount Enclosed	

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

July 23, 2021

07.27.21	Date Approved
$234.98	
Lawton	Project
ODEQ-Water	Category

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

Re: Permit No. WL000016210522
Lawton Airport Industrial Park, Part 2
Facility No. 1011303

Dear Mr. Booker:

Your invoice totaling **$234.98**, for the above referenced project is enclosed. DEQ accepts only Mastercard or Visa credit cards or you may mail a check. To make a credit card payment call 405-702-1130. Please be sure to reference the permit number located below the address at the top of this letter. Send checks with reference to the permit number to:

Administrative Services Division
Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101

Permit will not be sent until the fees are paid in full. Construction cannot begin until a permit has been issued. Please contact DEQ with any questions at 405-702-8100 or at the address on the letterhead. Note: Fees are updated every year on July 1. Check our website for up to date information.

Sincerely,

Wendy S. Sheets

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

c: Vance Pennington, Regional Manager, DEQ
DUNCAN DEQ OFFICE
H. Lester Seiger, P.E., Landmark Engineering

SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

INVOICE

WATER QUALITY DIVISION
DWSRF/CONSTRUCTION PERMIT SECTION
P.O. BOX 1677
OKLAHOMA CITY, OKLAHOMA 73101

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

Permit Number	WL000016210522
Facility ID #	1011303
Invoice Number	WQD-04-210522

Description	Total
Permit review fees for 735 linear feet of twelve (12) inch PVC pipe for water line distribution and all appurtenances.	**$234.98**

Total Amount Due	**$234.98**
Amount Received	**$0.00**
Amount Due	**$234.98**

Please detach and return with payment to:
Construction Permit Section
ATTN: Rocky Chen
P.O. Box 1677
Oklahoma Department of Environmental Quality
Oklahoma City, Oklahoma 73101

WQD—Construction Permit Invoice

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

Permit Number	WL000016210522
Date	July 23, 2021
Facility ID #	1011303
Invoice Number	WQD-04-210522
Amount Enclosed	

City of Lawton

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

Commentary

File #: 21-540 **Agenda Date:** 11/16/2021 **Agenda No:** 5.

ITEM TITLE:
Consider entering into a contract with Jacobs Engineering for Engineering and Design Services for the Cache Road Waterline Replacement Projects.
INITIATOR: Rusty Whisenhunt**,** Director of Public Utilities

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

BACKGROUND: The Engineering and Design contract will provide design services for bidding and construction of two separate water main line construction projects. The first being design services for bidding and construction of approximately 9,000 linear feet of 36" water main line located from west of NW 40th Street to NW 67th Street on NW Cache Road. The existing water main is the primary feed to West Lawton. It is over 50 years old and has experienced numerous breaks over the past several years and is need of replacement. The second being design services for bidding and construction of approximately 15,000 linear feet of 12" water main line (replacing existing 8" & 10" water main line) located from west of NW 40th Street to east of NW Fort Sill Boulevard on NW Cache Road. The existing water main does not provide adequate fire flow, is over 50 years old, and has experienced numerous breaks over the past several years. Project design for the section east of 38th Street will incorporate design of a 6' ADA compliant sidewalk. The additional right-of-way will be acquired for the water main and sidewalk construction. The estimated cost of this contract is $1,080,499.00.

EXHIBIT: Contract with Jacobs Engineering, Exhibit B - Scope of Services, and Exhibit C - Fee Schedule

KEY ISSUES: Does City Council wish to enter into a contract with Jacobs Engineering to perform Professional Design Services for the Cache Road Waterline Replacement Projects?

FUNDING SOURCE: Water and Wastewater 2019 CIP Funds

STAFF RECOMMENDED COUNCIL ACTION: Enter into a contract with Jacobs Engineering for Engineering and Design Services for the Cache Road Waterline Replacement Projects in an amount not to exceed $1,080,499.00.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT BETWEEN
CITY OF LAWTON
AND
JACOBS ENGINEERING GROUP INC.
FOR
DESIGN SERVICES
FOR

Cache Road Waterline Replacement Projects

Issued By:

Public Utilities Department

PUBLIC UTILITIES DEPARTMENT
In conjunction with the
CITY'S LEGAL SERVICES
DEPARTMENT

CITY HALL, 212 SW 9th Street

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AGREEMENT
BETWEEN
CITY OF LAWTON AND
JACOBS ENGINEERING
GROUP INC. FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of the_____day of_____in the year Two Thousand and Twenty-One by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and JACOBS ENGINEERING GROUP INC., LLC (hereinafter called ENGINEER). CITY intends ENGINEER to provide professional Program Management services and prepare contract documents for the: Cache Road Waterline Replacement Project, hereinafter referred to as the PROJECT.

The CITY and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Program Management services by and the payment for those services by CITY, as set forth below.

ENGINEER shall serve as CITY`s professional representative in those phases of the Project to which this Agreement applies and will give consideration and advice to CITY during the performance of those services.

1. SECTION 1 - BASIC PROFESSIONAL SERVICES OF JACOBS ENGINEERING GROUP INC.

1.1. General

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal management, planning, data collection and analysis, strategic goal development, and implementation activities.

1.1.2. Laws, Licenses and Permits. ENGINEER shall comply with all Federal, State and local laws, regulations and ordinances applicable to the contract.

1.1.3. Worker's Compensation Law. ENGINEER shall comply with the Oklahoma Worker's Compensation Law and file a copy of his

Worker's Compensation Insurance Policy, or, if a self-insurer, a copy of the Industrial Commission's Order of Authorization with the CITY.

1.1.4. ENGINEER`s Liability. ENGINEER shall assume responsibility for and save the CITY harmless from third party claims for bodily injury to, or death of persons, or damage to tangible property arising from ENGINEER`s negligent acts, errors, or omissions, or those of his agents or employees, arising out of performance of the work.

1.1.5. Non-collusion. ENGINEER represents that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER to solicit or secure this contract, and that he has not paid or agreed to pay any company, political group, or person, other than a bona fide employee working solely for ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this contract. For breach of violation of this provision, the CITY shall have the right to annul this contract without liability, or at its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

1.1.6. Services Furnished, Performed and Submitted. ENGINEER shall furnish all professional services, labor and equipment as may be required in the performance of the contract, except as otherwise provided herein, and all work performed and submitted under the contract shall be done in a manner consistent with reasonable and sound practices ordinarily exercised by members of ENGINEER's profession practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the applicable United States professional services industry. This standard of care is the only warranty ENGINEER shall provide under this Agreement. ENGINEER shall sign the plans submitted to the CITY and affix his Oklahoma seal thereto as proof that it is a Registered Professional in the State of Oklahoma.

1.1.7. Coordination of Work. ENGINEER will coordinate its Project Management work with other project participants, if any,

performing the immediately adjoining Project Management work, and shall furnish and share plans and data in such a manner as will facilitate and expedite the completion of contracts in adjacent Project Management work.

1.1.8. Maintaining All Records. ENGINEER shall maintain all books, documents, papers, accounting records, and other evidence pertaining to cost incurred in the performance of this contract and to make such materials available to their respective offices at all reasonable times, during the contract period and for three (3) years from the date of final payment under the contract, for inspection by authorized representatives of the CITY. Copies thereof shall be furnished if requested and the CITY shall pay a reasonable cost of reproduction.

1.1.9. Responsibility. ENGINEER will be held responsible for details and quantities of work to be performed in accordance with the standard of care in Section 1.1.6 above. ENGINEER will perform any re-work necessary to correct mistakes or omissions in its work as a part of existing authorized fees between the parties.

1.1.10. Major Revisions. For any major revisions ordered in writing by the CITY in the PROJECT a supplemental agreement for additional payment shall be entered into between the parties hereto. For any major revision in the character or scope of the work ordered in writing by the CITY after performance of a substantial amount of work on the project, a Supplemental Agreement will be negotiated on the basis of all costs related to the salaries of employees for the time directly chargeable to the agreement, the salaries of principals for the time they are productively engaged in work necessary to fulfill the term of the agreement, direct non-salary cost incurred in fulfilling the terms of the agreement and ENGINEER `s overhead or indirect costs to the extent they are properly allowable to the agreement plus a lump sum for profit.

1.1.11. Right to Terminate.

1.1.11.1. CITY may terminate the Agreement at any time at CITY's convenience. Upon such termination, ENGINEER shall be entitled to receive payment for: (i) the value of the services completed to the date of termination not previously covered by monthly payments, including profit with respect to such completed services, (ii) documented and reasonable costs (plus profit on such costs) incurred by ENGINEER to implement such termination (including demobilization costs, and termination/cancellation costs

under subcontracts and purchase orders), and (iii) a fee equal to three percent (3%) of the unpaid balance of the contract price.

(1) CITY may terminate this Agreement for ENGINEER's default if ENGINEER fails in the performance of any material obligation under this Agreement provided that ENGINEER has been given written notice of the cause and (2) a reasonable opportunity to commence to cure the default. CITY may also terminate for default if ENGINEER is adjudged bankrupt or insolvent, if ENGINEER goes into receivership, or if ENGINEER should make a general assignment for the benefit of its creditors.

1.1.12. Right to Delete. The CITY reserves the right to delete any portion of the contract at any time, and if such is done the total professional services fee shall be reduced in the same ratio as the estimated cost of the work deleted compares to the estimated cost of the work as originally planned, or when appropriate, the professional services fee shall be recomputed for the reduced scope of work in the same manner used for determining the original contract fee, provided that if work has already been accomplished on that portion of the contract to be deleted ENGINEER shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

1.1.13. Non-Discrimination. ENGINEER will comply with all the requirements pertaining to the Section 3 Clause of the 1968 Housing and Urban Development Act (Affirmative Action Plan) as defined in attached Exhibit "A", which is hereby incorporated into this contract.

1.1.14. Assignments and Subleases. ENGINEER shall not assign, sublease, subcontract, transfer or convey any interest in this Agreement without the express and prior written consent of the CITY. ENGINEER's interest hereunder shall not be assignable in bankruptcy or by operation of law. In the event a transfer is approved by CITY, any document by which an interest is granted shall indicate that the person acquiring the interest takes subject to the terms of this Agreement. CITY may prescribe any conditions to such an assignment or transfer.

1.1.15. Waiver. No waiver of default by CITY or ENGINEER of any terms, covenants, or conditions herein to be performed, kept or observed by ENGINEER or CITY shall be construed to be or act as a waiver of any subsequent default of any terms, covenants or conditions herein contained.

1.1.16. Merger. It is mutually understood and agreed by the parties hereto that this Agreement contains all the covenants, agreements, stipulations, and provisions agreed upon by said parties, and no agent or employee of either party to this Agreement has any authority to alter or change the terms hereof, except as provided herein, and neither party is or shall be bound by any statement or representation not in conformity herewith.

If in the event that any portion or portions of this Agreement are adjudged unlawful by a court of competent jurisdiction, the judgment of such court shall not affect the validity of the remaining portions hereof, which shall be and remain in full force and effect during the term of this Agreement.

1.1.17. Enforceability; Choice of Law; Choice of Forum. Litigation arising out of or connected with this Agreement may be instituted and maintained in the courts of the state of Oklahoma only, and the parties' consent to jurisdiction over their person and over the subject matter of any such litigation.

1.1.18. Key Personnel. ENGINEER shall have designated certain key personnel to be assigned specifically to the performance of this work (such as project manager, lead designer, operations specialist, etc.). At the time of Agreement ratification, the CITY shall have the right to specify those project key personnel for whom ENGINEER shall not be allowed to substitute other personnel without prior written permission of the CITY.

1.1.19. Detailed Scope of Services. A detailed scope of services is attached as Exhibit "B", which is hereby incorporated into this contract.

1.1.20. Insurance. ENGINEER shall procure and maintain during the life of this agreement insurance of the types of amounts as follows:

Worker's Compensation in full compliance with statutory requirements of Federal and State of Oklahoma law and Employer's Liability coverage in the amount of $500,000.

Commercial General Liability and Bodily Injury:

Bodily Injury	$125,000 each occurrence
Property Damage	$100,000 each occurrence
Combined Single Limit	$1,000,000 aggregate

Comprehensive Automobile:

Liability, Bodily Injury	$125,000 each occurrence
Property Damage	$100,000 each occurrence
Combined Single Limit	$1,000,000 aggregate
Professional Liability:	$1,000,000 per claim
(Errors and Omissions):	$5,000,000 aggregate

Certificate evidencing such insurance shall not be canceled or altered except after ten (10) calendar days from receipt by the CITY of written notice thereof. Should the insurance outlined above be canceled for any reason, and ENGINEER fails to procure additional insurance, the CITY shall have the right to purchase equivalent insurance coverage and charge the cost of that insurance against any amounts due ENGINEER under the terms of this Agreement.

Said insurance shall be written by a company or companies licensed to do business in the State of Oklahoma and satisfactory to the CITY.

1.1.21. Drug-Free Workplace

1.1.21.1. Definitions. As used in this clause, "controlled Substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal drug statute" means a Federal or non-Federal criminal statute involving manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract.

"Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one (1) employee including the offeror/contractor.

1.1.21.2. ENGINEER, shall--within thirty (30) calendar days after award (unless a longer period is agreed to in writing) for contracts of thirty (30) calendar days or more performance duration; or as soon as possible for contracts of less than thirty (30) calendar days of performance duration--

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform such employees about –
   (i) The dangers of drug abuse in the workplace;
   (ii) The contractor's policy of maintaining a drug-free workplace;
   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph 1.1.21.2.1. of this clause:
4. Notify such employees in writing of the statement required by subparagraph 1.1.21.2.1. of this clause, that as a condition of continued employment of this contract, the employee will -
   (i) Abide by the terms of the statement; and
   (ii) Notify the employer in writing of the

employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Notify the contracting officer in writing within ten (10) days after receiving notice under subdivision 1.1.21.2.4.
(ii) of this clause from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subdivision 1.1.21.2.4. (ii) of this clause of a conviction, take one (1) of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace;
   (i) Take appropriate personnel action against such employee, up to and including termination; or
   (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1.1.21.2.1. through 1.1.21.2.6. of this clause.

1.1.21.3. ENGINEER agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this contract.

1.1.21.4. In addition to other remedies available to the CITY, ENGINEER's failure to comply with the requirements of paragraphs 1.1.21.2. and 1.1.21.3. of this clause may, pursuant to FAR 23.506, render the contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.2. Scope of Professional Services
After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with the CITY to further clarify the detailed scope of services and review available data.

1.2.2. Provide a general economic analysis of CITY`s requirements applicable to any various alternatives where applicable that ENGINEER identifies which could benefit the CITY.

1.2.3. Project Goals and Objectives (Scope of work is detailed in Exhibit B) include includes surveying, design, bidding services, and construction phase services for the construction of the Cache Road Waterline Replacement Project .

2. SECTION 2 - CITY`S RESPONSIBILITIES

CITY shall:

2.1. Provide full information as to its requirements for the project.

2.2. Assist ENGINEER by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design and construction of the project.

2.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining within a reasonable time so as not to delay the services of ENGINEER.

2.4. Pay all advertising costs incident to obtaining bids or proposals from Contractor(s).

2.5. Return to ENGINEER submitted project documents for CITY's review on which ENGINEER has not substantially addressed previously noted provisions and comments. ENGINEER's contract time will not be suspended for submission of project documents which do not contain substantial revisions.

2.6. Provide a testing firm and pay all costs for testing, scope of testing shall be agreed upon by both parties of the contract as required for design and construction of the project, unless specified otherwise.

2.7. Designate in writing a person to act as CITY`s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CITY`s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER`s services.

2.8. Issue all instructions to the ENGINEER; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of ENGINEER relating to the execution and progress of the work and all other matters and questions related thereto.

2.9. In consultation with ENGINEER, issue all instructions to Contractor(s); prepare routine change orders as required; require, if deemed appropriate, special inspection or testing of the work; act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of CITY and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto.

2.10. Have the City Engineer or Designated Representative, based on his on-site observations and project inspection reports, determine the amounts owing to Contractor(s).

2.11. Conduct an inspection to determine if the project is substantially complete and a final inspection to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that CITY may approve, in writing, final payment to each Contractor.

3. SECTION 3 - PERIOD OF SERVICES

3.1. The provisions of 3.2. through 3.11. inclusive, and the various rates of compensation for ENGINEER `s services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase. ENGINEER`s obligation to render services hereunder will extend for a period which may be reasonably required for the design, award of contracts and construction of the Project.

3.2. The scope of services in Appendix B shall be completed within **1190** calendar days following authorization to proceed. Specific time frames and requirements for completion of various items within the basic scope of services shall be completed as specified in the following paragraphs:

3.2.1. In the event that the work of the Project is to be performed under more than one contract, CITY and ENGINEER shall develop a schedule for performance of ENGINEER`s services order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part

of this Agreement and the provisions of paragraphs 3.4. and 3.5. will be modified accordingly.

3.3. If CITY has requested significant modifications or changes in the Project, the time of performance of ENGINEER`s services shall be adjusted appropriately.

3.4. If ENGINEER is delayed at any time in the progress of any phase of the project by any act or neglect of the CITY, or by any separate contractor employed by the CITY, or by any act or neglect of regulatory agencies, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond ENGINEER's control, then the Contract completion date shall be extended by Supplemental Agreement (Amendment) for a reasonable time equaling the amount of delay.

3.5. Notwithstanding anything to the contrary herein, ENGINEER is entitled to an equitable adjustment in fee and schedule for impacts to the services beyond the reasonable control of ENGINEER.

4. SECTION 4 - PAYMENTS TO JACOBS ENGINEERING GROUP INC.

4.1. Methods of Payment for Services of ENGINEER.

4.1.1. Services as a Witness. The CITY will pay ENGINEER for the services of the principals and employees as witnesses at ENGINEER'S standard rates or any portion thereof plus all reimbursable expenses, except that no payment shall be made for services as a witness in any case wherein the CITY is an adverse party, to ENGINEER.

4.1.2. For services described herewith, exclusive of fees for services as witnesses, ENGINEER will be paid the fee(s) as outlined in Exhibit "C".

4.2. Times of Payment.

4.2.1. ENGINEER shall submit monthly statements for services rendered. Compensation will be based on ENGINEER`s estimate of the proportion of the total services completed at the time of billing and agreed upon by the City Engineer. CITY shall make prompt monthly payments in response to ENGINEER`s monthly statements.

Additional cost to the CITY caused by error or omission of items in the construction documents will not be included in Final Construction Cost for determination of ENGINEER's fee unless

ENGINEER is instructed by the CITY to prepare the additional Contract documents to address the error or omission.

4.2.2. ENGINEER shall submit to CITY, prior to commencement of the Bidding or Negotiating Phase, reproducible, an AutoCAD disk of the project drawings and a disk with specifications as they were at the time final plans were approved, or supply to the CITY all copies of drawings and specifications requested until submittal of "Record" drawings. Prior to receiving final payment, the ENGINEER shall also submit to CITY one (1) set of ½ size record drawings and an AutoCad disk representing the "Record" drawings. The “Record" drawings shall represent any changes that occurred during construction. The CITY shall supply to the ENGINEER all changes that occurred during construction, in sufficient detail to allow the ENGINEER to prepare the "Record" drawings, unless the ENGINEER is responsible for construction management.

5. SECTION 5 - Miscellaneous

5.1. Mutual Waiver of Consequential Damages.

5.1.1. Notwithstanding anything in this Agreement to the contrary, neither party (including its subconsultants, agents, assignees, affiliates and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary or incidental damages of any kind regardless of the cause or action (including negligence of any kind or character including gross negligence).

5.2. Limitation of Liability.

5.2.1. Notwithstanding any provision to the contrary herein, and to the extent permitted by applicable law, ENGINEER’s (including its subconsultants, agents, assignees, affiliates and vendors) total aggregate liability under this Agreement shall be limited to 100% of the insurance proceeds received up to the five million dollar ($5,000,000.00) aggregate limit for Professional Liability set forth in Section 1.1.20 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

On Behalf of JACOBS ENGINEERING GROUP INC.:

By _____ Title _____
ATTEST:

Title_____ (AFFIX SEAL)

COUNTY OF COMANCHE }
STATE OF OKLAHOMA }

Before me the undersigned, a Notary Public in and for said state, on this _____ day of _____, 20___, 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.

My Commission Expires: _____
Notary Public _____

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

_____
Stanley Booker, MAYOR

ATTEST:

_____
TRACI HUSHBECK, CITY CLERK

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

_____
John Ratliff, CITY ATTORNEY

I, Gwendolyn Spencer, Interim Finance Director of the City of Lawton, Oklahoma, do hereby certify that I have entered the amount for this encumbrance against appropriate Account No: _____ for $_____, and after charging account title _____ with this encumbrance, there is an unencumbered balance in said account of $_____.

Dated this _____ day of _____, 20____

_____
Gwendolyn Spencer, INTERIM FINANCE DIRECTOR

EXHIBIT "A"

SUPPLEMENTAL AGREEMENT
BETWEEN CITY AND JACOBS ENGINEERING GROUP INC.
FOR PROFESSIONAL SERVICES

During the performance of this contract, ENGINEER agrees as follows:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical handicap. ENGINEER will take affirmative action to ensure that the applicants are employed and that the employees are treated during employment without regard to their race, religion, sex, color, national origin or physical handicap.

In the event of ENGINEER's non-compliance with this non-compliance clause, the contract may be canceled or terminated by the CITY Council. ENGINEER may be declared by the CITY in- eligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by ENGINEER.

ENGINEER agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.

The Section 3 Clause as set forth in 24 CFR 135.20(b) is incorporated herein is required.

A. The work to be performed under this contract may be on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is **subject** to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135.20, and all applicable rules and order of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual obligation or other disability which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this

Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The contractor will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Developments, 24 CFR 135.20. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135.20 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set for in 24 CFR 135.20, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.20.

I have read the above stated clause and agree to abide by its requirements.

By: _____

ATTEST:

_____
Secretary

EXHIBIT "B"

SCOPE OF SERVICES

Cache Road Waterline Replacement Projects

City of Lawton

Exhibit B-Scope of Services

Limitation: This document has been prepared on behalf of, and for the exclusive use of Jacobs' client, and is subject to, and issued in accordance with, the provisions of the contract between Jacobs and the client. Jacobs accepts no liability or responsibility whatsoever for, or in respect of, any use of, or reliance upon, this document by any third party.

Project Description

Jacobs (ENGINEER) will provide design of the referenced watermains for the City of Lawton (City). This project is located within City of Lawton, OK and the project consists of two proposed water line segments to be constructed along NW Cache Road. Phase 1 of this project includes a proposed 36-inch watermain from NW 67th Street to East of NW Oak Avenue along NW Cache Road to connect with existing 42-inch and 30-inch watermains. Phase 2 will include a proposed 12-inch watermain replacing the existing 8-inch, 10-inch, and 12-inch water line from West of NW Oak Avenue to NW 6th Street. The pipe design will be based on City Standards.

It is assumed that the proposed 36-inch watermain will be approximately 9,000-linear feet in length and will be routed along the outside lane of east bound NW Cache Road. Surface restoration and traffic control plans will be included as part of the design.

The proposed 12-inch watermain will be approximately 14,500 linear feet in length and will be routed along the back of curb on South side of NW Cache Road. Connections to the existing 30-inch WM on median of NW Cache Rd, are anticipated to be between NW 40th to NW 16th. Construction of the 12-inch watermain is anticipated to require additional Right of Way (ROW) acquisition and ROW acquisition support will be part of this scope of work. In addition, a need for a new sidewalk with ramps and restoration of existing sidewalk along the alignment of the 12-inch is anticipated.

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Appendix A. Schedule Exhibit C Fee Schedule

Task 1 – Project Management

This task includes project set up; contracting and oversight of sub-contractors; internal team chartering; attending meetings; tracking and managing schedules of work; monitoring and addressing issues related to the scope of work, budget, and deliverables; preparing and processing monthly billings; scheduling and participating in quality control reviews; and providing updates to the City on a regular basis.

The following are the anticipated meetings over the duration of the project:

- Kickoff meeting
- 30% design review meeting
- 60% design review meeting
- 90% design review meeting
- Monthly Progress Meetings (9)

The following deliverable(s) will be submitted:

- Kickoff meeting minutes
- Monthly Invoices
- Project Action Log from Progress Meetings
- Baseline Schedule (after NTP)
- Monthly Progress Schedule with milestones

Task 2 – Topographic Survey

ENGINEER will provide the required topographic survey for the design of the Project. Relevant topographic features will be gathered include right of way lines; property lines; pavement; sidewalk curbs; existing structures; drainage features; fences/retaining walls; trees and/or tree lines; roadways; railways; city, county, and franchise utilities (as provided by OKIE811); and utility test-hole locations along the pipeline alignment. Said survey shall confirm benchmarks and spot elevations on selected structures. The design and survey will be limited to the ROW of Cache Rd for the 36-inch waterline segment and will be limited to ROW of Cache and 30 feet from back of curb for the 12-inch segment. Survey will extend 100 feet at each side-street and 500 feet beyond the beginning and end of the alignment. Additional topographic survey will also be gathered as required for planned trenchless crossings (Creeks and Major Roadway).

Task 3 – Utility Locates

ENGINEER will submit One Call of Oklahoma (OKIE811) design tickets, acquire and review hard copies of all available records (maps, plans, and plats), and requisition available information regarding the addition of new utilities and/or abandoned facilities. This task will also include coordinating utility locates with the Lawton Public Works Department and other franchise utilities.

ENGINEER will utilize electromagnetic induction (Level B SUE) to locate metallic utility targets. Some utility systems contain portions of non-metallic material and therefore may be un-locatable using electromagnetic techniques. ENGINEER will designate the approximate horizontal location of existing utilities by means of paint and flags. Due to the listed challenges, ENGINEER cannot guarantee using one or any of the other techniques will identify all utilities. In addition, there is no guarantee these markings to be exact for any of the utilities delineated.

ENGINEER will perform up to 30 soft dig/test holes to verify the size, depth, type of material, and horizontal location of existing utilities that may be along the pipeline corridor (within the topographic survey limits), which may affect the design.

Task 4 – Data Collection and Site Visits

Task 4-1 – Data Collection

This task includes coordination with City staff and collection of drawings, as-builts, GIS data for City owned utilities, roadway, and bridge data from City and other sources. The team will also coordinate with City's utility contacts for franchise utilities (gas, telephone, cable, fiberoptics etc.) and request information along route of water main in coordination with Task 3 activity.

Task 4-2 – Site Visits

Site visits will be conducted over the duration of design of the project to review alignment, visible utilities, and constraints and considerations of the alignment on the ground. Below site visits are planned,

- Kickoff Meeting Site Visit including post site visit meeting
- Preliminary Design Site Visit
- Detailed Design Site Visits (2)

Task 5 – Geotechnical

This task includes borings for soil samples and developing a geotechnical report for the purpose of pipeline construction and jack/bore tunneling operations as required. ENGINEER will perform 30 test borings of which 24 will be to be depth of 15 feet, and 6 will be to a depth of 30 feet, along the 36-inch and 12-inch watermain alignments. It is anticipated that the 15 feet deep geotechnical boring will also cover the roadway crossing and the deeper 30 ft deep geotechnical boring will cover the creek crossings. ENGINEER will inspect all samples, set up appropriate laboratory tests, perform appropriate analysis, and prepare a report of recommendations for the purpose of documenting subsurface conditions encountered. The geotechnical report will include test boring location plan as well as graphic logs of the soil test borings and results of laboratory test as performed.

The following deliverable(s) will be submitted:

- Boring Plan for both 12-inch and 36-inch pipeline segments.
- Draft and Final Geotechnical report for 36-inch watermain alignment including graphic logs of the soil test borings and results of laboratory test– one (1) hard copy and an electronic copy.
- Draft and Final Geotechnical report for 12-inch watermain alignment including graphic logs of the soil test borings and results of laboratory test– one (1) hard copy and an electronic copy.

Task 6 – Preliminary Design (30%)

Task 6-1 – 36-Inch Preliminary Design

This task includes using topographic survey and collected existing data to lay out the horizontal alignment for the proposed 36-inch watermain. The Schematic Design Documents shall be on aerial background and in sufficient detail to develop budget construction pricing and solicit preliminary approval of alignment from City.

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies and electronic copy of Preliminary Design
- 30 Percent Opinion of Probable Construction Cost (OPCC) (one hard copy; one electronic copy)

Task 6-2 – 12-Inch Preliminary Design

This task includes using topographic survey and collected existing data to lay out the horizontal alignment for the proposed 12-inch watermain. Overall plan of proposed sidewalk improvements will also be included in the submittal. The Schematic Design Documents shall be on aerial background and in sufficient detail to develop budget construction pricing and solicit preliminary approval of alignment from City.

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies and electronic copy of Preliminary Design
- 30 Percent OPCC (one hard copy; one electronic copy)
- Interconnection Analysis Memorandum including modeling summary for connections for fire flow requirements

Task 7 – Detailed Design

Task 7-1 – 36-inch Detailed Design (NW 67th St to West of NW Oak Ave)

This task includes developing 60%, 90%, and 100% construction drawings, specifications (only additional specifications that are not covered by City Standards), and OPCC, for the proposed 36-inch watermain.

The anticipated sheet count includes the following:

- Cover/index – 3 Sheets
- General Construction Notes – 1 Sheet
- General Water Notes – 1 Sheet
- Plan/profile (1” = 40’ scale) – 10 Sheets
- Crossing Details – 2 Sheets
- Project Specific Details – 3 Sheets
- Standard Details – 2 Sheets
- Traffic Control (1” = 100’ scale) – 8 Sheets
- Roadway Standard Details – 2 Sheets
- MISC Roadway Improvements Sheets (1” = 40’ scale stacked) – 5 Sheets
- Sidewalk Detail – 2 Sheets
- Erosion Control – 2 Sheets

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies of construction plans, for 60%, 90%, and 100% reviews
- One (1) printed copy of specifications (only those not covered by City Standard specifications) for 60%, 90%, and 100% reviews
- OPCC at 60%, 90% and 100%
- Electronic copy of each submittal set of plans and specifications
- Production of bid documents and drawings to be purchased from Jacobs Engineering

It is assumed that SWPPP requirements will be covered by the City Standards and that SWPPP drawings will not be required for this design package.

Task 7-2 – 12-Inch Detailed Design (West of NW Oak Ave to East of Fort Sill Blvd)

This task includes developing 60%, 90%, and 100% construction drawings, specifications (only additional specifications that are not covered by City Standards) and OPCC, for the proposed 12-inch watermain.

The anticipated sheet count includes the following:

- Cover/index – 3 Sheets
- General Construction Notes – 1 Sheet
- General Water Notes – 1 Sheet
- Plan/profile (1" =40" scales) – 16 Sheets
- Crossing Details – 4 Sheets
- Project Specific Details – 5 Sheets
- Standard Details – 2 Sheets
- Traffic Control (1" = 100' scale) – 13 Sheets
- MISC Roadway Improvements Sheets (1" = 40' scale stacked) – 8 Sheets
- Roadway Standard Details – 2 Sheets
- Sidewalk Detail – 2 Sheets
- Erosion Control – 2 Sheets

The following deliverable(s) will be submitted:

- Three (3) printed, half-size copies of construction plans, for 60% and 90% for review
- Three (3) printed, half-size copies of Final Design for bidding, Phase 1, and Phase 2 for 12-inch watermain
- One (1) printed copies of specifications (only those not covered by City Standard specifications) for 60%, 90%, and 100% reviews
- OPCC at 60%, 90%, and 100%
- PDF of each submittal set of plans and specifications
- Electronic Design Files for Bid Documents
- Production of bid documents and drawings to be purchased from Jacobs Engineering

It is assumed that SWPPP requirements will be covered by the City Standards and that SWPPP drawings will not be required for this design package. It is anticipated that the bid package for 12-inch watermain will be split into two bid packages or one bid package with two phases at 100 percent design, due to overall length of the project.

Task 8 – Permitting Assistance

Task 8-1 ODEQ Permitting

This task involves permitting of project through Oklahoma Department of Environmental Quality (ODEQ). ENGINEER will submit final design documents, Signed and Sealed to ODEQ for review and assist City with required forms required to be submitted with Permit to Construct.

The following deliverable(s) will be submitted:

- Submission to ODEQ Construction Permit package for 12-inch and 36-inch Watermains
- Provide Engineering Report for ODEQ Permitting

Task 8-2 Environmental Clearance Allowance

This task will be an allowance to be used if approved by City to perform required environmental clearance evaluation for both pipeline segments in support for External Funding. This allowance also covers preparation of CADEX paperwork once required evaluations are complete.

Task 9 – Right of Way (Row)/ Easement Acquisition Support (Allowance)

This task applies to only Phase 2, 12-inch watermain and will be an allowance to provide Easement acquisition support. The ENGINEER shall identify areas where temporary or permanent easements may be required and this task includes preparation of permanent and temporary easement instruments sealed, dated, and signed by a Registered Professional Land Surveyor. City to provide easement language, surveyor to provide easement plat maps. This task assumes sixty (60) total permanent or temporary easements that will be required for the construction of the 12-inch watermain.

Task 10 – Services During Construction (Allowance)

This task will be an allowance to provide revised plan and profile sheets to reflect any change order approved by City. This task also includes two site visits by ENGINEER during construction of project.

Deliverables:

- Revised Sheets (Max 9)

Task 11 – Record Drawings

This task involves preparing record drawings from Contractor's markups showing changes made during construction and transferring contractor markups to digital format.

Deliverables

- Record Drawings in digital format (PDF, TIFF, CAD)

Assumptions and Exclusions

1. It is assumed that for each submittal, City would require 10 working days for review and will provide review comments as markups or in written format.

2. The City will be responsible for any easement acquisition that may be required for the project (appraisals are excluded).

3. The City shall be responsible for bidding of the project including all required front end specification (Division 0 and Division 1). City will compile the Bid/Contract Documents that incorporate the ENGINEER's supplied technical documents. City will answer any bidder question and evaluate bids. ENGINEER will provide final qualities for City to use in Bid form.

4. Unless otherwise advised by the City, the design will specify Contractor requirements to obtain any special permits such as those which may require work at night and/or noise abatement.

5. The ENGINEER will include the requirement for development of the maintenance of traffic plan (MOT) as applicable, based upon traffic control plans provided in the Bid Documents. The final MOT plan will be prepared and executed by the Contractor.

6. For Permitting Assistance, the ENGINEER will meet and/or coordinate with ODEQ and other City permitting agencies.

7. It is assumed that Kickoff meeting will be in person and will include four engineering staff in attendance with other available via phone and teleconference. Kickoff meeting site visit will be walkthrough of the pipeline route with a follow up meeting next day to discuss site walkthrough findings with City.

8. It is assumed that nine (9) monthly progress meetings will be required as part of the project. Progress meeting are assumed to be in person.

9. One preliminary design and two detailed design submittal review meeting are assumed. All review meetings are assumed to be in person.

10. Service during construction is restricted to revision of sheets for any change order per direction of City and two site visits during the construction of project. No submittal, RFI, attendance of construction progress meeting, pay application review and other construction administration activity are assumed to be part of the scope. For support with change order to plans during construction, up to 18 sheet revisions are assumed.

11. For the proposed 36-inch watermain, a trenchless crossing (two branches) of East Branch of Wolf Creek is assumed.

12. For the proposed 12-inch watermain, trenchless crossings of intersection of NW Cache Rd and NW 38th Street, creek crossing West of NW Homestead Drive, Intersection of NW Cache Rd and NW Sheridan Rd, intersection of NW Cache Rd and Fort Sill Blvd and NUMU Creek crossing are assumed.

13. Along the alignment for the proposed 12-inch watermain, it is assumed that up to 8,200 ft of new sidewalk will be required with ADA access ramps from NW 38th Street to NW 16th Street. It will be 6' wide with curb ramps. AASHTO is assumed to be the design standard for sidewalk and all required boundaries from arterial will be assumed to be required for road speed of 40 mph. Design of header or retaining walls is included if necessary.

14. It is assumed that up to four (4) connections to existing 30-inch watermain along the median of NW Cache Road will be required along the alignment of the proposed 12-inch watermain.

15. It is assumed that for roadway restoration, restoration with be of same type of surface pavement 1 foot wider than trench on each side. Concrete is 8" thick with #4 bars at 12" on center with 4"concrete and full depth aggregate backfill. Existing asphalt pavement is 9" asphalt. Restoration with 6" concrete reinforced #4 bars on center with 3" asphalt overlay is expected. Repair of any stripping will be included in the scope.

16. Miscellaneous roadway sheets include sidewalk, barrier free ramps, pavement markings, and pavement restoration limits beyond the minimum required per city details.

17. Each site visit will be attended by Project Manager/Design Manager/Senior Project Manager, and Project Engineer. All site visits are anticipated to be day trip except for the kickoff meeting site visit.

18. The ENGINEER will prepare an Opinion of Probable Construction Cost (OPCC) in accordance with the American Association of Cost Engineering (AACE) and will utilize contingency as indicative of the level of design. It is assumed that the City acknowledge that the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors ', subcontractors', or vendors' methods of determining prices, or over competitive bidding or market conditions. ENGINEER'S cost estimates shall be made on the basis of qualification and experience as a Professional Engineer. The final costs of the project will depend on actual labor and material cost, competitive market conditions, final project scope, implementation schedule, and other variable conditions.

19. It is anticipated that the bid package for 12-inch watermain will be split into two packages due to overall length of the project. It is assumed that this split is only applicable to 100% design submittal.

20. Design will be undertaken in latest version of Microstation/AutoCAD, currently in use by ENGINEER and at the end of the project, electronic files of Bid Documents will be provided to City in DWG format.

21. Preliminary design and detailed design site visits will include two (2) engineering staff in attendance with other available via phone and teleconference. Preliminary and Detailed design site visits will coincide with submittal review meetings.

22. It anticipated that no public meetings or external meetings, other than with ODEQ, will require Engineer attendance.

23. Environmental evaluation for the pipeline segments is assumed to be desktop level only and does not cover any field work. Cultural evaluation will be completed (desktop and fieldwork) as required for submission to the Oklahoma State historic preservation Office and is included as part of the allowance. Allowance will also include drafting EID/CATEX for City review and submission to State

Appendix A. Schedule

It is anticipated that design will be completed no more than 12 months after Notice to Proceed. The bid phase is assumed to require 2 months, followed by 18-24 months construction phase. With record drawings in the final 1 month, the entire scope of work is assumed to be delivered within approximately 1,190 calendar days (170 Weeks).

See below for a detailed schedule:

Task Description	Duration (Weeks)
Commencement	NTP
Task 1 Project Management	
Project Set up, Subcontracting and Chartering	4
Kickoff Meeting	2
Project Management	Ongoing
Progress Meetings	Ongoing
Design Review Meetings	Ongoing
Task 2 Topographic Survey	8
Task 3 Utility Locates	8
Task 4 Data Collection and Site Visits	Ongoing
Task 5 Geotechnical	8
Task 6 Preliminary Design, 30%	4
30% Design Review	2
Task 7 Detailed Design	
60% Design	8
60% Design Review	2
90% Design	4
90% Design Review	2
100% Design	3
Task 8 Permitting Assistance	4
Task 9 Right of Way (ROW)/Easement Acquisition Support	9
Anticipated Design Duration	**52**
Bidding and Award	8
Task 10 Services During Construction (Allowance)	106
Task 11 Record Drawings	4
Total Duration (Weeks)	**170**

EXHIBIT "C"

FEE SCHEDULE

Exhibit C Fee Schedule

Consultant will provide the Scope of Services for a lump sum fee, except for time and materials tasks (allowance).

Task Description	Fee ($)
Task 1 Project Management	$ 66,472
Task 2 Topographic Survey (Engineer Coordination)	$ 4,741
Task 3 Utility Locates	$ 51,568
Task 4 Data Collection and Site Visits	$ 39,546
Task 5 Geotechnical	$ 61,676
Task 6 Preliminary Design, 30%	$ 112,176
Task 7 Detailed Design	$ 430,153
Task 8 Permitting Assistance	$ 12,970
Task 8-1 Environmental Clearance Evaluation (Allowance)	$ 36,383
Task 9 Services During Construction (Allowance)	$ 41,575
Task 10 Record Drawings	$ 11,967
Task 11 Right of Way (ROW)/Easement Acquisition Support (Engineer Coordination)	$ 9,480
Topographic Survey	$ 154,140
ROW Acquisition Support (Allowance)	$ 37,485
Expenses	$ 10,167
TOTAL	**$1,080,499**

Standard Rate Table (Allowance Tasks)

Staff Type	Hourly Rate ($)
Project Manager	$ 230-250
Design Manager	$ 200-210
Senior Project Manager	$ 315-330
Pipeline Project Engineer	$ 115-120
Tunneling Expert	$ 240-250
Transportation Senior Engineer	$ 160-170
Environmental Senior Engineer	$ 180-190

City of Lawton

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

Commentary

File #: 21-564 **Agenda Date:** 11/16/2021 **Agenda No:** 6.

ITEM TITLE:
Consider awarding contract CL22-013 Manhole Rings and Covers to Core and Main, LP of Owasso, OK.
INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The City of Lawton advertised for bids for CL22-013 Manhole Rings and Covers on BidSync. Three bids were received and opened on October 26, 2021. After reviewing the documents, it is the department recommendation to award the contract to Core and Main, LP of Owasso, OK. The vendor is the lowest responsive and responsible bidder and meets all specifications and requirements.

EXHIBIT: Department Recommendation, Abstract of Bids, Price Sheet

KEY ISSUES: Does the City of Lawton wish to award CL22-013 Manhole Rings and Covers to Core and Main, LP of Owasso, OK?

FUNDING SOURCE: Sewer Construction Repair and Maintenance Account (7106501-51020).

STAFF RECOMMENDED COUNCIL ACTION: Award CL22-013 Manhole Rings and Covers to Core and Main, LP of Owasso, OK in the estimated amount of $150,000 annually.

Bid Number: CL22-013
Bid Title: Manhole Rings & Covers

Vendor Name: CORE & MAIN LP
(please complete above information)

Price Bid
(must be completed and returned with the bid)

ITEM	DESCRIPTION	Estimated Qty.	Unit	UNIT PRICE
1	Manhole Rings w/ Vented Covers	25	ea	315.00
2	Manhole Rings w/ Unvented Covers	100	ea	315.00
3	Manhole Rings w/ WATERTITE (Bolt-down) Covers	50	ea	449.00

If there are any questions pertaining to the attached specifications, please contact Rusty Whisenhunt at willie.whisenhunt@lawtonok.gov or 580.581.3405.

Notes:

1. **As per accompanying specifications.**
2. **This is a requirements contract.**
3. **There are no insurance requirements for this contract.**
4. **Please submit two copies of descriptive literature, if applicable.**

Disclaimer: The City of Lawton reserves the right to accept or reject any or all bids.

ABSTRACT OF BIDS

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

Signature: [illegible]

IFB/RFP Number CL22-013	Page 1 of 1	Bidder Number 1	Bidder Number 2	Bidder Number 3	Bidder Number ___
IFB/RFP Title Manhole Rings and Covers	Date Opened: October 26, 2021	Primary Structure Austin Stewart 1225 East Seward Road Guthrie, OK 73044 P: 405-260-0823 F: 405-260-0823	Pioneer Supply, LLC Ken Kendrick 2008 Pole Road Moore, OK 73160 P: 405-794-7705 F: 405-799-6427	Core & Main, LP Mike Beckham 14701 E. 116th St. N. Owasso, OK 74055 P: 918-586-7100 F: 918-586-7101	
Number of ADDENDA Issued NONE	Buyer Marcie Sego	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A	Addenda Acknowledged N/A
DELIVERY: CORPORATE SEAL OR NOTARY: AFFIDAVIT OF PAYMENTS....$25,000: CERTIFICATE OF INSURANCE ENCLOSED:		As required Yes Yes No	As required Yes Yes No	As required Yes Yes No	

Item No.	Description of Bid Item	Est. Qty	Unit	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks	Unit Price	Amount / Remarks
1.	Manhole Rings w/ Vented Covers	25	Ea	362.00		335.00		315.00			
2.	Manhole Rings w/ Unvented Covers	100	Ea	362.00		335.00		315.00			
3.	Manhole Rings w/ WATERTITE (Bolt-Down) Covers	50	Ea	449.00		472.00		449.00			

City of Lawton
Department of Public Utilities

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

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

To: Maegan Dowlen, Municipal Securities Disclosure Coordinator
From: Rusty Whisenhunt, Director of Public Utilities RW
Subject: CL22-013 Manhole Rings and Covers
Date: October 29, 2021

It is recommended to award the contract for Manhole Rings and Covers to Core and Main of Owasso, OK. In reviewing the bid documents, it was determined that Core and Main is the lowest responsive and responsible bidder. The vendor meets all requirements and price increases were minimal. Contract expenditures are expected to be greater than $75,000 per year.

Funds are available in the Sewer Construction Division Repair and Maintenance Account (7106501-51020).

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

City of Lawton

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

Commentary

File #: 21-608 **Agenda Date:** 11/16/2021 **Agenda No:** 7.

ITEM TITLE:
Consider awarding contract RFPCL22-012 Rental or Lease Work Clothing to Unifirst Corp. of Wichita Falls, TX.
INITIATOR: Rusty Whisenhunt, Director of Public Utilities

STAFF INFORMATION SOURCE: Rusty Whisenhunt, Director of Public Utilities

BACKGROUND: The City of Lawton advertised for bids for RFPCL22-012 Rental or Lease Work Clothing on BidSync. Three bids were received and opened on October 26, 2021. After reviewing the documents, it is the department recommendation to award the contract to Unifirst Corp of Wichita Falls, TX. The vendor is the lowest responsive and responsible bidder and meets all specifications and requirements.

EXHIBIT: Department Recommendation, Abstract of Bids, Price Sheet

KEY ISSUES: Does Council wish to award contract RFPCL22-012 Rental or Lease Work Clothing to Unifirst Corp. of Wichita Falls, TX?

FUNDING SOURCE: Applicable Divisions' Uniform and Clothing Accounts (51035).

STAFF RECOMMENDED COUNCIL ACTION: Award RFPCL22-012 Rental or Lease Work Clothing to Unifirst Corp. of Wichita Falls, TX.

City of Lawton
Department of Public Utilities

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

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

To: Maegan Dowlen, Municipal Securities Disclosure Coordinator
From: Rusty Whisenhunt, Director of Public Utilities WNh
Subject: CL22-012 Rental or Lease Work Clothing
Date: October 29, 2021

It is recommended to award the contract for Rental or Lease Work Clothing to Unifirst Corp of Wichita Falls, TX. In reviewing the bid documents, it was determined that Unifirst Corp is the lowest responsive and responsible bidder. The vendor meets all requirements and price increases were minimal. Contract expenditures are expected to be greater than $75,000 per year.

Funds are available in the applicable Divisions' Uniform and Clothing Accounts.

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

Proposal Number: RFPCL22-012
Proposal Title: Rental or Lease Work Clothing

Vendor Name: UniFirst Corporation

Proposal Price Sheet
(WITH LAUNDRY SERVICE)
Must be completed and returned with the bid

Item	Description	Estimated Minimum Quantity	Unit	Unit Price
1.	WORK PANTS	65	EACH	.19
2.	SHIRT – POLO STYLE	50	each	.13
3.	Short sleeve poplin shirt	125	each	.12
4.	Long sleeve poplin shirt	125	each	.14
5.	Denim Jeans	185	each	.25
6.	Short Sleeve Coverall	65	each	.34
7.	Long Sleeve Coverall	65	each	.29
8.	T-shirt w/pocket	125	each	.09
9.	Long Sleeve T-shirt w/pocket	125	each	.11
10.	Multi-Seasonal Coat	250	each	.37
11.	High Vis – Long Sleeve Shirt	50	each	.34
12.	High Vis – Short Sleeve Shirt	50	each	.32
13.	High Vis – Short Sleeve T-Shirt	50	each	.21
14.	High Vis – Multi Seasonal Jacket	50	each	.82

Cost for lost or destroyed garments

Item	Description	Quantity	Unit	Unit Price
1.	WORK PANTS	1	EACH	13.72
2.	SHIRT – POLO STYLE	1	each	11.87
3.	Short sleeve poplin shirt	1	each	8.54
4.	Long sleeve poplin shirt	1	each	10.24
5.	Denim Jeans	1	each	14.38
6.	Short Sleeve Coverall	1	each	23.28
7.	Long Sleeve Coverall	1	each	21.72
8.	T-shirt w/pocket	1	each	9.11
9.	Long Sleeve T-shirt w/pocket	1	each	10.93
10.	Multi-Seasonal Coat	1	each	28.95
11.	High Vis – Long Sleeve Shirt	50	each	35.21
12.	High Vis – Short Sleeve Shirt	50	each	32.89
13.	High Vis – Short Sleeve T-Shirt	50	each	18.80
14.	High Vis – Multi Seasonal Jacket	50	each	59.08

Proposal Number: RFPCL22-012
Proposal Title: Rental or Lease Work Clothing

Vendor Name: _____

Proposal Price Sheet
(WITHOUT LAUNDRY SERVICE)
Must be completed and returned with the bid

Item	Description	Estimated Minimum Quantity	Unit	Unit Price
1.	WORK PANTS	65	EACH	.23
2.	SHIRT – POLO STYLE	50	each	.16
3.	Short sleeve poplin shirt	125	each	.15
4.	Long sleeve poplin shirt	125	each	.17
5.	Denim Jeans	185	each	.31
6.	Short Sleeve Coverall	65	each	.42
7.	Long Sleeve Coverall	65	each	.36
8.	T-shirt w/pocket	125	each	.11
9.	Long Sleeve T-shirt w/pocket	125	each	.13
10.	Multi-Seasonal Coat	250	each	.46
11.	High Vis – Long Sleeve Shirt	50	each	.42
12.	High Vis – Short Sleeve Shirt	50	each	.40
13.	High Vis – Short Sleeve T-Shirt	50	each	.26
14.	High Vis – Multi Seasonal Jacket	50	each	1.02

Cost for lost or destroyed garments

Item	Description	Quantity	Unit	Unit Price
1.	WORK PANTS	1	EACH	13.72
2.	SHIRT – POLO STYLE	1	each	10.24
3.	Short sleeve poplin shirt	1	each	8.54
4.	Long sleeve poplin shirt	1	each	10.24
5.	Denim Jeans	1	each	14.38
6.	Short Sleeve Coverall	1	each	23.28
7.	Long Sleeve Coverall	1	each	21.72
8.	T-shirt w/pocket	1	each	9.11
9.	Long Sleeve T-shirt w/pocket	1	each	10.93
10.	Multi-Seasonal Coat	1	each	26.21
11.	High Vis – Long Sleeve Shirt	50	each	35.31
12.	High Vis – Short Sleeve Shirt	50	each	32.89
13.	High Vis – Short Sleeve T-Shirt	50	each	18.80
14.	High Vis – Multi Seasonal Jacket	50	each	59.08

Company Emblem - 2.50
Name Emblem - 1.00
Service Charge - .75

ongoing Emblem - .05
ongoing service charges .03

Notes:

- This is a requirements contract.
- There are no insurance requirements for this contract.
- Please submit two (2) copies of any additional documents such as descriptive literature.
- Bidder will provide list of available colors for each item.
- The City of Lawton reserves the right to reject any or all proposals.

ABSTRACT OF BIDS

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

Signature: Margie Doulen

RFPCL22-012 - Rental or Lease Work Clothing

Date Opened: October 26, 2021
Buyer: Marcie Sego
Pages: 3

Bidder Number: 1

Unifirst Corp
Nick Colarelli
4407 Henry S. Grace Freeway
Wichita Falls, TX 76302

P: 940-691-0069
F: 940-691-0051

	With Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.19
2	Shirt – polo style	50	Each	0.13
3	Short sleeve poplin shirt	125	Each	0.12
4	Long sleeve poplin shirt	125	Each	0.14
5	Denim Jeans	185	Each	0.25
6	Short Sleeve Coverall	65	Each	0.34
7	Long Sleeve Coverall	65	Each	0.29
8	T-shirt w/pocket	125	Each	0.09
9	Long Sleeve T-shirt w/pocket	125	Each	0.11
10	Multi-Seasonal Coat	250	Each	0.37
11	High Vis – Long Sleeve Shirt	50	Each	0.34
12	High Vis – Short Sleeve Shirt	50	Each	0.32
13	High Vis – Short Sleeve T-Shirt	50	Each	0.21
14	High Vis – Multi Seasonal Jacket	50	Each	0.82

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	13.72
2	Shirt – polo style	1	Each	11.87
3	Short sleeve poplin shirt	1	Each	8.54
4	Long sleeve poplin shirt	1	Each	10.24
5	Denim Jeans	1	Each	14.38
6	Short Sleeve Coverall	1	Each	23.28
7	Long Sleeve Coverall	1	Each	21.72
8	T-shirt w/pocket	1	Each	9.11
9	Long Sleeve T-shirt w/pocket	1	Each	10.93
10	Multi-Seasonal Coat	1	Each	28.95
11	High Vis – Long Sleeve Shirt	50	Each	35.21
12	High Vis – Short Sleeve Shirt	50	Each	32.89
13	High Vis – Short Sleeve T-Shirt	50	Each	18.80
14	High Vis – Multi Seasonal Jacket	50	Each	59.08

	Without Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.23
2	Shirt – polo style	50	Each	0.16
3	Short sleeve poplin shirt	125	Each	0.15
4	Long sleeve poplin shirt	125	Each	0.17
5	Denim Jeans	185	Each	0.31
6	Short Sleeve Coverall	65	Each	0.42
7	Long Sleeve Coverall	65	Each	0.36
8	T-shirt w/pocket	125	Each	0.11
9	Long Sleeve T-shirt w/pocket	125	Each	0.13
10	Multi-Seasonal Coat	250	Each	0.46
11	High Vis – Long Sleeve Shirt	50	Each	0.42
12	High Vis – Short Sleeve Shirt	50	Each	0.40
13	High Vis – Short Sleeve T-Shirt	50	Each	0.26
14	High Vis – Multi Seasonal Jacket	50	Each	1.02

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	13.72
2	Shirt – polo style	1	Each	10.24
3	Short sleeve poplin shirt	1	Each	8.54
4	Long sleeve poplin shirt	1	Each	10.24
5	Denim Jeans	1	Each	14.38
6	Short Sleeve Coverall	1	Each	23.28
7	Long Sleeve Coverall	1	Each	21.72
8	T-shirt w/pocket	1	Each	9.11
9	Long Sleeve T-shirt w/pocket	1	Each	10.93
10	Multi-Seasonal Coat	1	Each	26.21
11	High Vis – Long Sleeve Shirt	50	Each	35.31
12	High Vis – Short Sleeve Shirt	50	Each	32.89
13	High Vis – Short Sleeve T-Shirt	50	Each	1.80
14	High Vis – Multi Seasonal Jacket	50	Each	59.08

Company Emblem	$ 2.50
Name Emblem	$ 1.00
Service Charge	$ 0.75
On going Emblem	$ 0.05
On Going Service Charge	$ 0.03

Bidder Number: 2

Clean Uniform Company
Mike McLearen
4700 N. Santa Fe
Oklahoma City, OK 73118

P: 405-524-2100
F: 405-524-4150
C: 405-830-1526

	With Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.20
2	Shirt – polo style	50	Each	0.17
3	Short sleeve poplin shirt	125	Each	0.16
4	Long sleeve poplin shirt	125	Each	0.17
5	Denim Jeans	185	Each	0.23
6	Short Sleeve Coverall	65	Each	0.35
7	Long Sleeve Coverall	65	Each	0.35

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	14.42
2	Shirt – polo style	1	Each	12.99
3	Short sleeve poplin shirt	1	Each	10.82
4	Long sleeve poplin shirt	1	Each	11.94
5	Denim Jeans	1	Each	12.60
6	Short Sleeve Coverall	1	Each	22.86
7	Long Sleeve Coverall	1	Each	22.86

8	T-shirt w/pocket	125	Each	0.17
9	Long Sleeve T-shirt w/pocket	125	Each	0.20
10	Multi-Seasonal Coat	250	Each	0.40
11	High Vis – Long Sleeve Shirt	50	Each	0.32
12	High Vis – Short Sleeve Shirt	50	Each	0.30
13	High Vis – Short Sleeve T-Shirt	50	Each	0.21
14	High Vis – Multi Seasonal Jacket	50	Each	0.75

8	T-shirt w/pocket	1	Each	8.90
9	Long Sleeve T-shirt w/pocket	1	Each	8.90
10	Multi-Seasonal Coat	1	Each	21.50
11	High Vis – Long Sleeve Shirt	50	Each	30.00
12	High Vis – Short Sleeve Shirt	50	Each	28.00
13	High Vis – Short Sleeve T-Shirt	50	Each	15.00
14	High Vis – Multi Seasonal Jacket	50	Each	60.00

	Without Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.20
2	Shirt – polo style	50	Each	0.17
3	Short sleeve poplin shirt	125	Each	0.16
4	Long sleeve poplin shirt	125	Each	0.17
5	Denim Jeans	185	Each	0.23
6	Short Sleeve Coverall	65	Each	0.35
7	Long Sleeve Coverall	65	Each	0.35
8	T-shirt w/pocket	125	Each	0.17
9	Long Sleeve T-shirt w/pocket	125	Each	0.20
10	Multi-Seasonal Coat	250	Each	0.40
11	High Vis – Long Sleeve Shirt	50	Each	0.32
12	High Vis – Short Sleeve Shirt	50	Each	0.30
13	High Vis – Short Sleeve T-Shirt	50	Each	0.21
14	High Vis – Multi Seasonal Jacket	50	Each	0.75

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	14.42
2	Shirt – polo style	1	Each	12.99
3	Short sleeve poplin shirt	1	Each	10.82
4	Long sleeve poplin shirt	1	Each	11.94
5	Denim Jeans	1	Each	12.60
6	Short Sleeve Coverall	1	Each	22.86
7	Long Sleeve Coverall	1	Each	22.86
8	T-shirt w/pocket	1	Each	8.90
9	Long Sleeve T-shirt w/pocket	1	Each	8.90
10	Multi-Seasonal Coat	1	Each	21.50
11	High Vis – Long Sleeve Shirt	50	Each	30.00
12	High Vis – Short Sleeve Shirt	50	Each	28.00
13	High Vis – Short Sleeve T-Shirt	50	Each	15.00
14	High Vis – Multi Seasonal Jacket	50	Each	60.00

Bidder Number: 3

Cintas Corporation
Jeremy Dressler
821 SW Grand Ave
Lawton, OK 73501

P: 580-355-0314
F: N/A
C: 713-204-9328

***Pricing Shown with Standard Emblems**

	With Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.33
2	Shirt – polo style	50	Each	0.23
3	Short sleeve poplin shirt	125	Each	0.17
4	Long sleeve poplin shirt	125	Each	0.17
5	Denim Jeans	185	Each	0.37
6	Short Sleeve Coverall	65	Each	0.24
7	Long Sleeve Coverall	65	Each	0.24
8	T-shirt w/pocket	125	Each	0.39
9	Long Sleeve T-shirt w/pocket	125	Each	0.64
10	Multi-Seasonal Coat	250	Each	0.40
11	High Vis – Long Sleeve Shirt	50	Each	0.60
12	High Vis – Short Sleeve Shirt	50	Each	0.60
13	High Vis – Short Sleeve T-Shirt	50	Each	0.52
14	High Vis – Multi Seasonal Jacket	50	Each	1.06

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	27.00
2	Shirt – polo style	1	Each	20.00
3	Short sleeve poplin shirt	1	Each	15.00
4	Long sleeve poplin shirt	1	Each	15.00
5	Denim Jeans	1	Each	27.00
6	Short Sleeve Coverall	1	Each	30.00
7	Long Sleeve Coverall	1	Each	30.00
8	T-shirt w/pocket	1	Each	18.00
9	Long Sleeve T-shirt w/pocket	1	Each	76.00
10	Multi-Seasonal Coat	1	Each	31.00
11	High Vis – Long Sleeve Shirt	50	Each	53.00
12	High Vis – Short Sleeve Shirt	50	Each	53.00
13	High Vis – Short Sleeve T-Shirt	50	Each	36.00
14	High Vis – Multi Seasonal Jacket	50	Each	80.00

	Without Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.25
2	Shirt – polo style	50	Each	0.17
3	Short sleeve poplin shirt	125	Each	0.15
4	Long sleeve poplin shirt	125	Each	0.15
5	Denim Jeans	185	Each	0.28
6	Short Sleeve Coverall	65	Each	0.18
7	Long Sleeve Coverall	65	Each	0.18
8	T-shirt w/pocket	125	Each	0.34
9	Long Sleeve T-shirt w/pocket	125	Each	0.58
10	Multi-Seasonal Coat	250	Each	0.30
11	High Vis – Long Sleeve Shirt	50	Each	0.52
12	High Vis – Short Sleeve Shirt	50	Each	0.52
13	High Vis – Short Sleeve T-Shirt	50	Each	0.48
14	High Vis – Multi Seasonal Jacket	50	Each	0.96

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	27.00
2	Shirt – polo style	1	Each	20.00
3	Short sleeve poplin shirt	1	Each	15.00
4	Long sleeve poplin shirt	1	Each	15.00
5	Denim Jeans	1	Each	27.00
6	Short Sleeve Coverall	1	Each	30.00
7	Long Sleeve Coverall	1	Each	30.00
8	T-shirt w/pocket	1	Each	18.00
9	Long Sleeve T-shirt w/pocket	1	Each	76.00
10	Multi-Seasonal Coat	1	Each	31.00
11	High Vis – Long Sleeve Shirt	50	Each	53.00
12	High Vis – Short Sleeve Shirt	50	Each	53.00
13	High Vis – Short Sleeve T-Shirt	50	Each	36.00
14	High Vis – Multi Seasonal Jacket	50	Each	80.00

***Pricing Shown with Embroidery**

	With Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.33
2	Shirt – polo style	50	Each	0.23
3	Short sleeve poplin shirt	125	Each	0.17
4	Long sleeve poplin shirt	125	Each	0.17
5	Denim Jeans	185	Each	0.37
6	Short Sleeve Coverall	65	Each	0.24
7	Long Sleeve Coverall	65	Each	0.24
8	T-shirt w/pocket	125	Each	0.39
9	Long Sleeve T-shirt w/pocket	125	Each	0.64
10	Multi-Seasonal Coat	250	Each	0.40
11	High Vis – Long Sleeve Shirt	50	Each	0.60
12	High Vis – Short Sleeve Shirt	50	Each	0.60
13	High Vis – Short Sleeve T-Shirt	50	Each	0.52
14	High Vis – Multi Seasonal Jacket	50	Each	1.06

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	27.00
2	Shirt – polo style	1	Each	20.00
3	Short sleeve poplin shirt	1	Each	15.00
4	Long sleeve poplin shirt	1	Each	15.00
5	Denim Jeans	1	Each	27.00
6	Short Sleeve Coverall	1	Each	30.00
7	Long Sleeve Coverall	1	Each	30.00
8	T-shirt w/pocket	1	Each	18.00
9	Long Sleeve T-shirt w/pocket	1	Each	76.00
10	Multi-Seasonal Coat	1	Each	31.00
11	High Vis – Long Sleeve Shirt	50	Each	53.00
12	High Vis – Short Sleeve Shirt	50	Each	53.00
13	High Vis – Short Sleeve T-Shirt	50	Each	36.00
14	High Vis – Multi Seasonal Jacket	50	Each	80.00

	Without Laundry Service			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	65	Each	0.25
2	Shirt – polo style	50	Each	0.17
3	Short sleeve poplin shirt	125	Each	0.15
4	Long sleeve poplin shirt	125	Each	0.15
5	Denim Jeans	185	Each	0.28
6	Short Sleeve Coverall	65	Each	0.18
7	Long Sleeve Coverall	65	Each	0.18
8	T-shirt w/pocket	125	Each	0.34
9	Long Sleeve T-shirt w/pocket	125	Each	0.58
10	Multi-Seasonal Coat	250	Each	0.30
11	High Vis – Long Sleeve Shirt	50	Each	0.52
12	High Vis – Short Sleeve Shirt	50	Each	0.52
13	High Vis – Short Sleeve T-Shirt	50	Each	0.48
14	High Vis – Multi Seasonal Jacket	50	Each	0.96

	Cost for lost or destroyed garments			
		QTY	UNIT	PRICE
1	Work Pants (Cargo)	1	Each	27.00
2	Shirt – polo style	1	Each	20.00
3	Short sleeve poplin shirt	1	Each	15.00
4	Long sleeve poplin shirt	1	Each	15.00
5	Denim Jeans	1	Each	27.00
6	Short Sleeve Coverall	1	Each	30.00
7	Long Sleeve Coverall	1	Each	30.00
8	T-shirt w/pocket	1	Each	18.00
9	Long Sleeve T-shirt w/pocket	1	Each	76.00
10	Multi-Seasonal Coat	1	Each	31.00
11	High Vis – Long Sleeve Shirt	50	Each	53.00
12	High Vis – Short Sleeve Shirt	50	Each	53.00
13	High Vis – Short Sleeve T-Shirt	50	Each	36.00
14	High Vis – Multi Seasonal Jacket	50	Each	80.00

City of Lawton

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

Commentary

File #: 21-654 **Agenda Date:** 11/16/2021 **Agenda No:** 8.

ITEM TITLE:
Consider approving RFPCL22-008 Banking Services contract between Liberty National Bank and City of Lawton.
INITIATOR: Gwendolyn Spencer, Interim Finance Director

STAFF INFORMATION SOURCE: Finance Department

BACKGROUND: On November 9, 2021, the City Council accepted the bid proposal of RFPCL22-008 Banking Services from Liberty National Bank. Finance is now requesting the approval of the banking contract between Liberty National Bank and City of Lawton.

EXHIBIT: Contract is on file in the City Clerk's Office

KEY ISSUES: Does the Lawton City Council wish to authorize the banking contract between Liberty National Bank and City of Lawton?

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve (RFPCL22-008) Banking Services contract between Liberty National Bank and City of Lawton.

City of Lawton

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

Commentary

File #: 21-614 **Agenda Date:** 11/16/2021 **Agenda No:** 9.

ITEM TITLE:
Consider approving appointments to boards and commissions.

INITIATOR: Mayor Stan Booker

STAFF INFORMATION SOURCE: N/A

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

EXHIBIT: Proposed appointments

KEY ISSUES: N/A

FUNDING SOURCE: N/A

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

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

November 16, 2021

Mayor's Commission on the Status of Women
Tara M Deavours- Ward 6 Rep
6825 NW Willow Springs Dr
Lawton, OK 73505
Term Expires 11/16/2023

Virginia (Ginny) Sahler
428 NW 56th Street
Lawton, OK 73505
Term Expires 11/16/2023

Maria A Meredith- Eastern County Commissioner Rep
11945 NE Happy Hollow Road
Elgin, OK 73538
Term Expires 11/16/2023

Dana Parrish- At Large City Limits Rep
1018 SE Alta Lane
Lawton, OK 73501
Unexpired Term 3/10/2022

Brandi Thomas- At Large City Limits Rep
203 NW Fort Sill Blvd
Lawton, OK 73501
Unexpired Term 2/12/2023

City Planning Commission (CPC)
Neil Springborn- Ward 8
5431 NW Cottonwood Drive
Lawton, OK 73505
Term Expires 01/27/2025

Redistricting Commission
Michael D. Logan- Ward 7
625 SW Arbuckle Ave

City of Lawton

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

Commentary

File #: 21-587 **Agenda Date:** 11/16/2021 **Agenda No:** 10.

ITEM TITLE:
Receive a presentation from the Oklahoma Department of Transportation and Freese & Nichols, Inc. regarding the US-62 (Rogers Lane): From 82nd Street in Lawton, East to I-44 Safety Improvements Project.
INITIATOR: Richard Rogalski, Deputy City Manager

STAFF INFORMATION SOURCE: Joe Painter, City Engineer

BACKGROUND: The Oklahoma Department of Transportation (ODOT) and their consultant, Freese & Nichols have been developing plans for the US-62 (Rogers Lane): From 82nd Street in Lawton, East to I-44 Safety Improvements Project. The project, which is estimated at $5.5 million, is currently scheduled for FFY 2027 in ODOT's Eight Year Construction Work Plan but could be moved forward as funding becomes available. Prior to beginning the public participation portion of the project, ODOT would like to present the proposals in the project to the City Council, as a courtesy, so that you are aware of the proposed improvements/modifications and have an opportunity to ask questions and make comments. Since the formal public presentation and comment period will be forthcoming, ODOT has requested that this presentation not include public comment.

EXHIBIT: The presentation will be provided at the meeting

KEY ISSUES: These recommendations will improve the safety on this section of US 62/Rogers Lane.

FUNDING SOURCE: ODOT

STAFF RECOMMENDED COUNCIL ACTION: Receive a presentation from the Oklahoma Department of Transportation and Freese & Nichols, Inc. regarding the US-62 (Rogers Lane): From 82nd Street in Lawton, East to I-44 Safety Improvements Project and provide comments.

City of Lawton

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

Commentary

File #: 21-616 **Agenda Date:** 11/16/2021 **Agenda No:** 11.

ITEM TITLE:

Consider approving an ordinance, including any floor amendments related thereto, pertaining to Administration, amending Sections 2-3-9-362 and 2-3-9-363, Division 2-3-9, Article 2-3, Chapter 2, Lawton City Code, 2015, by amending the number of city council members required to serve on the Youth and Family Affairs Committee from one to two council members, providing for provisions to effectuate that modification, adding language requiring a majority vote of the quorum of committee members for the committee to approve or disapprove items; providing for severability and establishing an effective date.

INITIATOR: Mayor - Stanley Booker

STAFF INFORMATION SOURCE: City Attorney - John Ratliff

BACKGROUND: The proposed ordinance amends the number of city council members required to serve on the Youth and Family Affairs Committee from one to two council members, provides for provisions to effectuate this modification, and includes language stating that a majority vote of the quorum of the committee members shall be required for the committee to approve or disapprove items, and provides for severability. If approved, this ordinance will become effective thirty days after passage.

EXHIBIT: Ordinance No. 2021-_____

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Approve Ordinance No. 2021-___, waive the reading of the ordinance, and read the title only, and establish an effective date.

ORDINANCE NO. 2021-___

AN ORDINANCE PERTAINING TO ADMINISTRATION, AMENDING SECTIONS 2-3-9-362 AND 2-3-9-363, DIVISION 2-3-9, ARTICLE 2-3, CHAPTER 2, LAWTON CITY CODE, 2015, BY AMENDING THE NUMBER OF CITY COUNCIL MEMBERS REQUIRED TO SERVE ON THE YOUTH AND FAMILY AFFAIRS COMMITTEE FROM ONE TO TWO COUNCIL MEMBERS, PROVIDING FOR PROVISIONS TO EFFECTUATE THAT MODIFICATION, ADDING LANGUAGE REQUIRING A MAJORITY VOTE OF THE QUORUM OF COMMITTEE MEMBERS FOR THE COMMITTEE TO APPROVE OR DISAPPROVE ITEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Lawton, Oklahoma, that:

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

2-3-9-362 Members—Term of office.

A. Prior to December 17, 2021, the ~~The~~ membership of the committee shall consist of nine (9) members, one of ~~which~~ whom shall be a member of the city council and the other eight (8) shall be non-councilmembers. The non-councilperson members of the committee shall be residents of the City of Lawton who have been determined to have specific qualifications to study and evaluate opportunities for youth of all ages in the city to develop life and career enhancing skills and avoid involvement in the criminal justice system. The councilperson on the committee, as a member of the city council, shall also be a resident of the City of Lawton. Members shall be nominated to serve on the committee by the mayor and confirmed by the city council.

B. Effective December 17, 2021, the membership of the committee shall consist of nine (9) members, two of whom shall be members of the city council and the other seven (7) shall be non-councilmembers. The non-councilperson members of the committee shall be residents of the City of Lawton who have been determined to have specific qualifications to study and evaluate opportunities for youth of all ages in the city to develop life and career enhancing skills and avoid involvement in the criminal justice system. The councilpersons on the committee, as members of the city council, shall also be residents of the City of Lawton. Members shall be nominated to serve on the committee by the mayor and confirmed by the city council.

C~~B~~. Initially, individuals nominated and confirmed as members 1, 2 and 3 on the committee shall serve a one-year term; individuals nominated and confirmed as members 4, 5 and 6 on the committee shall serve a two-year term; individuals nominated and confirmed as members 7, 8 and 9 on the committee shall serve a three-year term. The December 17, 2021 requirement for a second council member to serve on the committee will be for the third committee member position. The individual serving in the third member position on December 16, 2021, if anyone, will cease to do so on December 17, 2021. The third member position will thereafter be filled by a council member. Said second council member shall initially join committee members 1 and 2 by serving the remaining time left on the initial one-year term with those members. Thereafter, each individual nominated and confirmed to serve on the committee shall serve a term of three (3) years or until a successor is named, whichever occurs first. Appointments to fill any vacancy on the committee shall, following a nomination by the mayor, be confirmed by majority vote of the city council, with the individual so appointed to serve the remainder of the unexpired term of office. Filling an unexpired term shall not constitute a full term toward the below-referenced two-term limitation. The ninth and third committee member positions listed above shall be the positions reserved for the city councilpersons appointed to the committee.

D~~C~~. No member shall serve more than two (2) successive three-year terms. However, a member, after serving two (2) full three-year terms, may serve again after remaining inactive for a calendar year.

E~~D~~. Members who miss three (3) consecutive meetings shall automatically cease to serve on the committee and will not be eligible for renomination to the committee for two (2) years.

F~~E~~. Members who fail to maintain their residency in the City of Lawton shall automatically cease to serve on the committee.

G~~F~~. Should the council member serving on the committee cease to serve on the city council, that member shall also automatically cease to serve on the committee at the time they cease being a member of city council.

H~~G~~. Any member of the committee may be removed at any time by a majority vote of the city council, with cause.

(Ord. No. 21-03 §§ 1, 3, 2-23-2021)

Section 2. Section 2-3-9-363 is hereby amended to read as follows:

2-3-9-363 Meetings.

A. All meetings of the youth and family affairs committee shall be open to the public. No business of the committee may be conducted unless a quorum of a majority of appointed members are present. The concurring vote of a majority of those composing the quorum is ~~sufficient~~ required to approve or disapprove any act or action of the committee.

B. All meetings of the committee will be preceded by public notice and conducted in compliance with the Open Meetings Act.

(Ord. No. 21-03 §§ 1, 4, 2-23-2021)

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, said portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion of this ordinance.

Section 4. Effective Date. The provisions of this ordinance shall become effective thirty (30) days after its passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma, this 16th day of November, 2021.

_____
STANLEY BOOKER, MAYOR

ATTEST:

_____
TRACI HUSHBECK, CITY CLERK

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

_____
JOHN RATLIFF, CITY ATTORNEY

ORDINANCE NO. 2021-___

AN ORDINANCE PERTAINING TO ADMINISTRATION, AMENDING SECTIONS 2-3-9-362 AND 2-3-9-363, DIVISION 2-3-9, ARTICLE 2-3, CHAPTER 2, LAWTON CITY CODE, 2015, BY AMENDING THE NUMBER OF CITY COUNCIL MEMBERS REQUIRED TO SERVE ON THE YOUTH AND FAMILY AFFAIRS COMMITTEE FROM ONE TO TWO COUNCIL MEMBERS, PROVIDING FOR PROVISIONS TO EFFECTUATE THAT MODIFICATION, ADDING LANGUAGE REQUIRING A MAJORITY VOTE OF THE QUORUM OF COMMITTEE MEMBERS FOR THE COMMITTEE TO APPROVE OR DISAPPROVE ITEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BRIEF GIST

This ordinance amends the number of city council members required to serve on the Youth and Family Affairs Committee from one to two council members, provides for provisions to effectuate this modification, and includes language stating that a majority vote of the quorum of the committee members shall be required for the committee to approve or disapprove items. The ordinance will be effective 30 days after passage.

ADOPTED and APPROVED by the Council of the City of Lawton, Oklahoma this 16th day of November, 2021.

_____
STANLEY BOOKER, MAYOR

ATTEST:

_____
TRACI L. HUSHBECK, CITY CLERK

(Published in the Lawton Constitution this _____ day of _____, 2021.)

City of Lawton

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

Commentary

File #: 21-617 **Agenda Date:** 11/16/2021 **Agenda No:** 12.

ITEM TITLE:
Subject to the city council adopting a companion ordinance amending Sections 2-3-9-362 and 2-3-9-363, Division 2-3-9, Article 2-3, Chapter 2, Lawton City Code, 2015, consider confirming the nomination of Councilperson Mary Ann Hankins to the Youth and Family Affairs Committee, effective December 17, 2021.

INITIATOR: Mayor - Stanley Booker

STAFF INFORMATION SOURCE: City Attorney - John Ratliff

BACKGROUND: A companion ordinance on this meeting's agenda amends the number of city council members required to serve on the Youth and Family Affairs Committee from one to two council members and provides for provisions to effectuate this modification. Provided the ordinance is approved by council, the Mayor has nominated Councilperson Mary Ann Hankins to fill a vacant position on the committee. The Mayor requests the Council confirm his nomination of Councilperson Hankins to the Youth and Family Affairs Committee, effective December 17, 2021.

EXHIBIT: N/A

KEY ISSUES: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDED COUNCIL ACTION: Confirm the nomination of Councilperson Mary Ann Hankins to the Youth and Family Affairs Committee, effective December 17, 2021.

City of Lawton

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

Commentary

File #: 21-619 **Agenda Date:** 11/16/2021 **Agenda No:**

ITEM TITLE:
Department Roundup - License & Permits and Inspection Services
INITIATOR: Janet Smith, Community Services Director

STAFF INFORMATION SOURCE: Charlotte Brown, Code Plans Supervisor

BACKGROUND:

EXHIBIT:

KEY ISSUES:

FUNDING SOURCE:

STAFF RECOMMENDED COUNCIL ACTION:

License & Permits Division
&
Inspection Services Division

Mission Statement

- The License & Permits Division strives to provide you with the absolute best in quality customer service and wants your contact with us to be worry-free and professional in every way.
- Inspection Services establishes the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

Code compliance

Division currently consists of 2 plans examiners and 2 Administrative Assistants

Inspection Services includes 1 chief inspector, 2 plumbing inspectors, 2 mechanical inspectors and 1 building inspector

What is License & Permits and Inspection Services?

Plans Examiners review and issue approximately 1,000+ building permits per year.

Administrative Staff processes and issues 500+ business licenses/permits and 650+ trade licenses.

Inspectors conduct 3,600+ inspections per year.

Statistics

- Remodels
- New Construction
- Fire Protection Systems
- Fences
- Storage Buildings
- Demolitions

Types of Permits

- Rough-ins
- Waterlines
- Sewer lines
- Top-outs
- Electrical Services
- Foundations

Types of Inspections

Brick ledge

Windows

Finals

Gas Lines

Grease Traps

Type of Inspections

Type of Licenses

- Contractor Licenses
- Food Service Establishment
- Childcare Centers
- Tattoo/Body Piercing
- Restaurants
- Bars
- Garage Sale Permits
- Home Occupation Licenses
- Temporary Use Permits

Questions

City of Lawton

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

Commentary

File #: 21-595 **Agenda Date:** 11/16/2021 **Agenda No:**

ITEM TITLE:

Finance Report

INITIATOR: Click or tap here to enter text.

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

BACKGROUND: Click or tap here to enter text.

EXHIBIT: Click or tap here to enter text.

KEY ISSUES: Click or tap here to enter text.

FUNDING SOURCE: Click or tap here to enter text.

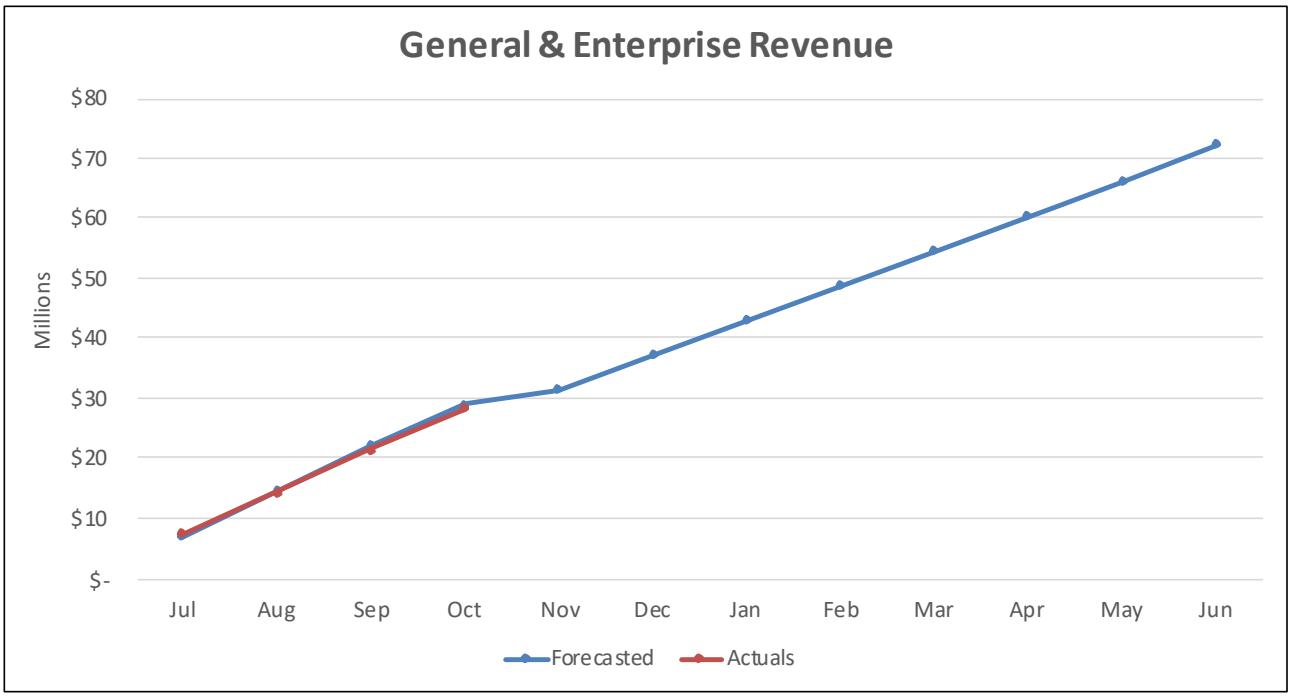
STAFF RECOMMENDED COUNCIL ACTION: Click or tap here to enter text.

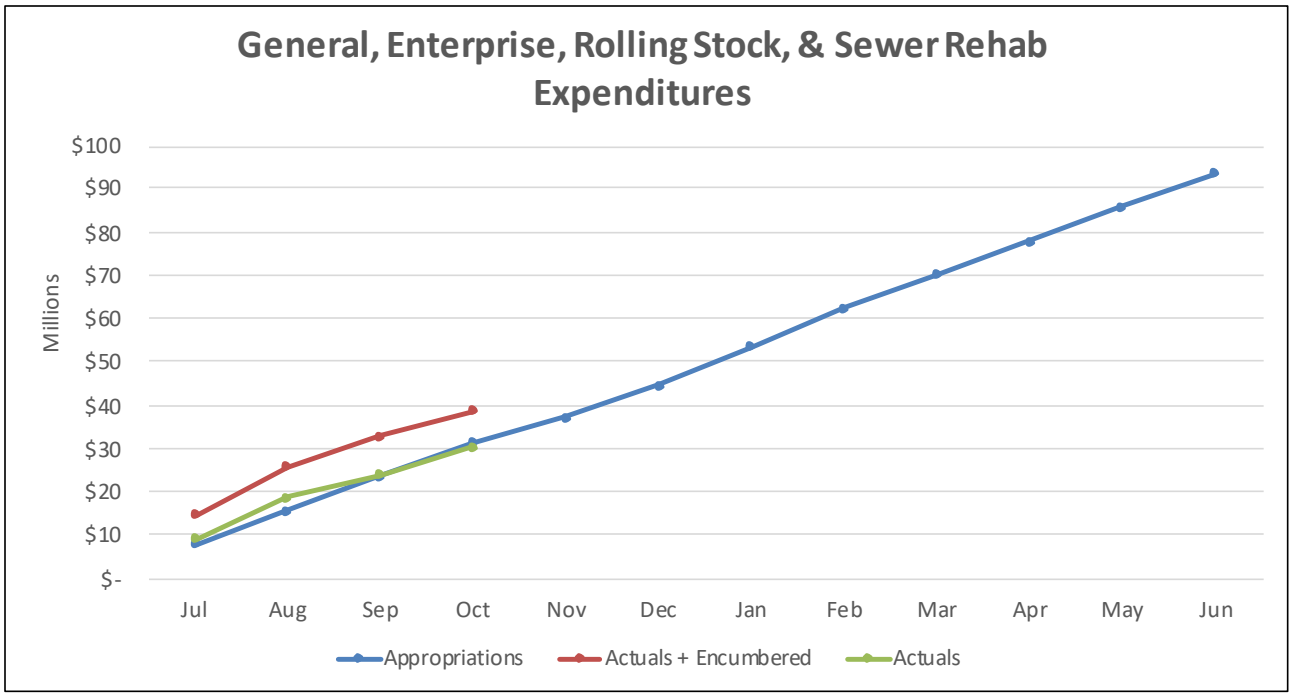
Monthly Financial Reports
Fiscal Year 2021 - 2022

For the Month Ended October 31, 2021

Kristin Huntley
Deputy Finance Director

City of Lawton
Revenue & Expenditure Highlights
October 31, 2021





City of Lawton
Revenue & Expenditure Highlights
October 31, 2021

Revenue	Actual Oct 2021	Actual Oct 2020	Prior Year $ Variance	Actual Year-to-Date	Budget to Date	Budget $ Variance	Budget % Variance
General Fund							
City Sales Tax	2,176,299	1,827,194	349,105	8,627,384	7,831,881	795,503	10.16%
Franchise Tax	237,727	205,791	31,936	805,318	651,420	153,898	23.63%
Police Fines	102,538	191,067	(88,529)	494,844	573,330	(78,486)	-13.69%
Use Tax	520,061	448,414	71,647	2,096,336	2,102,491	(6,155)	-0.29%
All Other General Fund	493,288	327,427	165,861	2,199,239	2,336,482	(137,243)	-5.87%
Total General Fund	**3,529,913**	**2,999,892**	**530,020**	**14,223,121**	**13,495,605**	**727,516**	**5.39%**
Enterprise Fund							
Water	1,721,971	1,597,890	124,081	6,968,439	7,780,528	(812,088)	-10.44%
Sewer	772,632	768,881	3,751	3,208,033	3,395,613	(187,580)	-5.52%
Refuse	950,446	1,021,563	(71,117)	3,971,698	4,332,781	(361,083)	-8.33%
Total Enterprise Fund	**3,445,048**	**3,388,334**	**56,714**	**14,148,171**	**15,508,921**	**(1,360,751)**	**-8.77%**
Total General & Enterprise Revenue	***$ 6,974,961***	***$ 6,388,227***	***$ 586,734***	***$ 28,371,291***	***$ 29,004,526***	***$ (633,235)***	***-2.18%***

Expenditures	Actual Oct 2021	Actual Oct 2020	Prior Year $ Variance	Actual Year-to-Date	Budget to Date	Budget Variance with Actuals: Budget $ Variance	Budget Variance with Actuals: Budget % Variance	Budget Variance without Encumbrances: Actual Year-to-Date	Budget Variance without Encumbrances: Budget $ Variance	Budget Variance without Encumbrances: Budget % Variance
General Fund	**$ 9,312,726**	**$ 6,663,410**	**$ 2,649,316**	**$ 25,808,058**	**$ 21,324,593**	**$ 4,483,466**	**21.02%**	**$ 21,191,375**	**$ (133,218)**	**-0.62%**
(encumbrances)				**$ 4,616,684**						
Enterprise Fund	**$ 3,165,696**	**$ 4,363,525**	**$ (1,197,829)**	**$ 9,532,417**	**$ 6,982,435**	**$ 2,549,982**	**36.52%**	**$ 7,529,199**	**$ 546,765**	**7.83%**
(encumbrances)				**$ 2,003,218**						
Capital Outlay/Rolling Stock	**$ 1,001,946**	**$ 1,019,113**	**$ (17,167)**	**$ 1,515,043**	**$ 898,652**	**$ 616,392**	**68.59%**	**$ 559,531**	**$ (339,120)**	**-37.74%**
(encumbrances)				**$ 955,512**						
Sewer System Rehab	**$ 1,281,801**	**$ 1,725,504**	**$ (443,703)**	**$ 2,118,801**	**$ 2,146,937**	**$ (28,136)**	**-1.31%**	**$ 1,270,673**	**$ (876,263)**	**-40.81%**
(encumbrances)				$ 848,127						
Total Expenditures	***$ 14,762,169***	***$ 13,771,552***	***$ 990,617***	***$ 38,974,319***	***$ 31,352,616***	***$ 7,621,703***	**24.31%**	***$ 30,550,779***	***$ (801,837)***	**-2.56%**
(encumbrances)				8,423,540						

CITY OF LAWTON-GENERAL FUND
REVENUE COLLECTION COMPARISON
10/31/2021

TIME: 33.33%

	CURRENT MONTH			YEAR TO DATE				
	2021 OCTOBER	2020 OCTOBER		2021 OCTOBER	2020 OCTOBER	%	ESTIMATED REVENUE	
CITY SALES TAX	2,176,299	1,827,194	19.11%	8,627,384	7,853,557	9.85%	23,330,000	36.98%
FRANCHISE & ORD	237,727	205,791	15.52%	805,318	757,368	6.33%	2,100,000	38.35%
USE TAX	520,061	448,414	15.98%	2,096,336	1,983,105	5.71%	6,293,000	33.31%
GASOLINE TAX	14,218	-		57,919	40,160	44.22%	220,000	26.33%
VEHICLE LICENSE	67,268	53,794	25.05%	265,878	228,149	16.54%	655,000	40.59%
ALCOHOLIC BEVERAGE TAX	39,845	55,365	-28.03%	182,476	268,765	-32.11%	510,000	35.78%
LAWTON TOWN CENTER	56,119	50,656	10.78%	240,468	181,719	32.33%	648,078	37.10%
TOBACCO TAX	34,861	40,566	-14.06%	156,230	160,270	-2.52%	470,000	33.24%
USE TAX-LAWTON TOWN CENTER	3,532	1,994	77.11%	16,273	9,532	70.72%	35,000	46.50%
CITY SALES TAX - MEDICAL MARIJUANA	37,026	36,298	2.01%	149,027	179,513	-16.98%	440,000	33.87%
POLICE FINES & BONDS	102,538	191,067	-46.33%	494,844	672,340	-26.40%	1,740,000	28.44%
COURT CREDIT CARD CHARGES	2,959	-		14,690	-		1,624,480	0.90%
COURT TECHNOLOGY FEE	16,462	-		81,688	-		167,210	48.85%
BOND COLLECTIONS	490	-		1,610	-		-	
BUILDING & SAFETY REVENUE	41,904	33,002	26.97%	233,952	130,889	78.74%	420,000	55.70%
GARAGE SALE PERMITS	110	665	-83.46%	1,620	1,700	-4.71%	4,800	33.75%
ALCOHOLIC BEVERAGE LIC.	-	-		-	-		143,000	0.00%
OTHER BUSINESS LIC	35,620	5,390	560.85%	98,505	34,465	185.81%	85,000	115.89%
ZONING/PLAT/REVOKABLE PERMITS	1,177	1,404	-16.20%	16,365	16,294	0.44%	50,950	32.12%
RECREATION REVENUE	200	(75)		17,968	(510)	-3623.05%	45,132	39.81%
BOAT & SKI PERMITS	45	495	-90.91%	3,235	7,771	-58.37%	145,000	2.23%
CAMPING FEES	15,395	18,718	-17.75%	109,006	100,655	8.30%	220,000	49.55%
LEASES & RENTAL	845	-		6,865	6,560	4.65%	18,000	38.14%
HUNT & FISH PERMITS	150	-		4,826	-		35,000	13.79%
RECREATIONAL VEHICLE PERMITS	-	-		894	-		7,500	11.92%
ANIMAL CONTROL	9,442	2,848	231.59%	36,286	89,548	-59.48%	363,997	9.97%
MISCELLANEOUS REVENUE	25,458	12,445	104.56%	352,771	319,445	10.43%	470,000	75.06%
INTEREST EARNED	2,491	7,449	-66.56%	10,239	32,893	-68.87%	44,000	23.27%
CEMETERY REVENUE	-	4,613	-100.00%	24,025	19,069	25.99%	65,000	36.96%
LIBRARY REVENUE	645	400	61.22%	2,641	1,771	49.12%	10,000	26.41%
TOWN HALL RECEIPTS	-	-		-	-		-	
COPY SALES	951	839	13.34%	3,349	4,094	-18.19%	9,500	35.26%
SALE - PROPERTY	61,170	-		61,170	-		22,000	278.05%
INSURANCE PROCEEDS	23,146	-		36,155	-		40,000	90.39%
CRIME STOPPERS	-	-		-	-		-	
GIFTS AND MEMORIALS	555	-		3,302	-		500	660.40%
PUBLICATION FEES	1,205	-		4,650	-		6,600	70.45%
AUDITORIUM RENT	-	-		-	-		-	
TRANSFER - OTHER FDS	-	560	-100.00%	5,156	3,086	67.10%	33,700	15.30%
OTHER GRANTS	-	0		-	13,330	-100.00%	-	
	3,529,913	**2,999,892**	**17.67%**	**14,223,121**	**13,115,537**	**8.44%**	**40,472,447**	**35.14%**
CAP.IMP.-2019	2,374,822	2,067,605	14.86%	9,481,467	8,728,212	8.63%	26,185,000	36.21%
	2,374,822	**2,067,605**	**14.86%**	**9,481,467**	**8,728,212**	**8.63%**	**26,185,000**	**36.21%**
GRAND TOTALS	**5,904,735**	**5,067,497**	**16.52%**	**23,704,588**	**21,843,749**	**8.52%**	**66,657,447**	**35.56%**
	Inc/Dec	837,238			1,860,839			

CITY OF LAWTON - ENTERPRISE FUND
REVENUE COLLECTION COMPARISON
10/31/2021

TIME: 33.33%

	CURRENT MONTH			YEAR TO DATE				
	2021 OCTOBER	**2020 OCTOBER**	**%**	**2021 OCTOBER**	**2020 OCTOBER**	**%**	**ESTIMATED REVENUES**	**%**
WATER REVENUE:								
WATER (TRANSFER)	1,683,889	1,550,305	8.62%	6,809,756	7,086,112	-3.90%	18,777,500	37.74%
WATER TAPS	1,916	3,408	-43.80%	13,901	14,713	-5.52%	36,000	40.87%
OTHER WATER REV	36,166	44,177	-18.13%	144,783	194,239	-25.46%	450,000	43.16%
TOTAL WATER REVENUE	**1,721,971**	**1,597,890**	**7.77%**	**6,968,439**	**7,295,064**	**-4.48%**	**19,263,500**	**37.87%**
SEWER REVENUE:								
WASTERWATER EFF.	8,138	8,138	0.00%	32,552	32,552	0.00%	99,500	32.72%
SEWER SERVICE	764,494	760,743	0.49%	3,175,481	3,239,133	-1.97%	9,338,000	34.69%
TOTAL SEWER REVENUE	**772,632**	**768,881**	**0.49%**	**3,208,033**	**3,271,685**	**-1.95%**	**9,437,500**	**34.67%**
REFUSE REVENUE:								
REFUSE COLLECTION	777,988	741,811	4.88%	3,070,848	2,982,328	2.97%	9,135,000	32.65%
LANDFILL FEES *	172,457	279,752	-38.35%	900,850	1,430,807	-37.04%	3,552,500	40.28%
TOTAL REFUSE REVENUE	**950,446**	**1,021,563**	**-6.96%**	**3,971,698**	**4,413,135**	**-10.00%**	**12,687,500**	**34.78%**
TOTAL UTILITIES REVENUES	**3,445,048**	**3,388,334**	**1.67%**	**14,148,171**	**14,979,884**	**-5.55%**	**41,388,500**	**36.19%**

CITY OF LAWTON - SPECIAL REVENUE
REVENUE COLLECTION
10/31/2021

TIME: 33.33%

	CURRENT MONTH FY 21-22 OCTOBER	FY 21-22 YEAR TO DATE	ESTIMATED REVENUES	%
ADDITIONAL REVENUES:				
STORMWATER MITIGATION	$ 27,714	$ 109,641	$ 331,700	33.05%
DRAINAGE MAINTENANCE	73,858	292,190	880,000	33.20%
HOTEL MOTEL **	149,212	700,073	1,620,000	43.21%
CAPITAL OUTLAY	256,942	1,022,645	2,800,000	36.52%
PUMPING FEE	17,720	60,870	200,000	30.43%
WAURIKA SURCHARGE	295,852	1,173,169	3,530,000	33.23%
WASTEWATER MAINTENANCE	10,996	42,555	118,000	36.06%
SEWER REHABILITATION	270,624	2,097,583	6,387,278	32.84%
	$ 1,102,918	**$ 5,498,725**	**$ 15,866,978**	**34.66%**

** Hotel Motel funding excluding restricted TIF funding

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD % Exp.	Encumbrances Outstanding	Remaining Appropriations
FUND: 100 GENERAL FUND	$ 63,973,778	$ 4,696,043	$ 21,191,375	33.13%	$ 4,616,684	38,165,720
FUND: 110 STORMWATER MANAGEMENT	420,166	28,725	126,377	30.08%	6,151	287,637
FUND: 200 SPECIAL REVENUE	716,414	19,486	79,531	11.10%	406,168	230,716
FUND: 210 DRAINAGE MAINTENANCE	1,043,748	121,512	289,983	27.78%	87,973	665,792
FUND: 230 HOTEL MOTEL	1,870,000	205,346	517,649	27.68%	1,223,910	128,441
FUND: 250 & 255 E-911 AND CELLULAR FEE FUND	3,742,826	163,665	651,719	17.41%	133,888	2,957,220
FUND: 260 CDBG FUND	2,259,247	39,820	460,627	20.39%	257,237	1,541,384
FUND: 265 GRANT FUND	336,700	5,864	34,915	10.37%	26,007	275,778
FUND: 400 ROLLING STOCK	2,695,955	46,434	559,531	20.75%	955,512	1,180,912
FUND: 700 ENTERPRISE FUND	20,947,304	1,162,478	7,529,199	35.94%	2,003,218	11,414,887
FUND: 710 SEWER REHAB	6,440,810	433,674	1,270,673	19.73%	848,127	4,322,010
FUND: 800 INFORMATION TECHNOLOGY	2,511,015	119,877	640,100	25.49%	195,155	1,675,760
	$ 106,957,964	$ 7,042,925	$ 33,351,680		$ 10,760,027	$ 62,846,257

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 100 GENERAL FUND						
MANAGERIAL						
Personnel Services	1,123,618	83,245	396,294	35.27%	-	727,324
Materials and Supplies	39,900	815	4,520	11.33%	5,577	29,803
Other Services and Charges	781,475	29,588	157,384	20.14%	204,770	419,321
Capital Outlay	19,100	-	-	0.00%	11,836	7,264
DEPT TOTAL	**1,964,093**	**113,648**	**558,198**	**28.42%**	**222,183**	**1,183,712**
HUMAN RESOURCES						
Personnel Services	706,400	45,160	188,454	26.68%	-	517,946
Materials and Supplies	11,472	1,869	2,325	20.26%	466	8,681
Other Services and Charges	120,630	(44,651)	21,182	17.56%	21,206	78,242
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**838,502**	**2,378**	**211,961**	**25.28%**	**21,672**	**604,869**
LEGAL						
Personnel Services	1,023,125	76,886	326,960	31.96%	-	696,165
Materials and Supplies	25,800	691	3,580	13.87%	4,070	18,150
Other Services and Charges	310,777	1,714	20,167	6.49%	36,814	253,797
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**1,359,702**	**79,291**	**350,706**	**25.79%**	**40,884**	**968,112**
FINANCE						
Personnel Services	1,020,225	118,558	390,964	38.32%	160,359	468,902
Materials and Supplies	79,173	22,098	64,725	81.75%	14,885	(437)
Other Services and Charges	2,815,673	120,784	982,510	34.89%	778,362	1,054,802
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**3,915,071**	**261,441**	**1,438,199**	**36.73%**	**953,605**	**1,523,266**
INFORMATION TECHNOLOGY (GIS)						
Personnel Services	227,825	13,264	60,224	26.43%	-	167,601
Materials and Supplies	59,458	-	216	0.36%	599	58,643
Other Services and Charges	5,860	38	114	1.95%	38	5,708
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**293,143**	**13,302**	**60,554**	**20.66%**	**637**	**231,952**
LIBRARY						
Personnel Services	875,250	61,511	257,549	29.43%	1,801	615,900
Materials and Supplies	106,268	19,611	52,296	49.21%	1,132	52,839
Other Services and Charges	103,501	3,011	43,114	41.66%	24,173	36,214
Capital Outlay	16,000	-	13,450	0.00%	-	2,550
DEPT TOTAL	**1,101,018**	**84,133**	**366,409**	**33.28%**	**27,106**	**707,503**
MUNICIPAL COURT						
Personnel Services	528,200	45,119	201,380	38.13%	-	326,820
Materials and Supplies	9,030	378	1,260	13.96%	615	7,155
Other Services and Charges	10,307	(23,247)	25,891	251.20%	370	(15,954)
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**547,537**	**22,249**	**228,531**	**41.74%**	**985**	**318,021**
PLANNING						
Personnel Services	462,690	18,892	80,707	17.44%	1,414	380,569
Materials and Supplies	4,900	-	873	17.81%	782	3,246
Other Services and Charges	10,155	585	3,226	31.77%	6,072	857
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**477,745**	**19,478**	**84,806**	**17.75%**	**8,268**	**384,671**

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 100 GENERAL FUND						
COMMUNITY SERVICES						
Personnel Services	1,081,740	65,518	336,246	31.08%	-	745,494
Materials and Supplies	20,140	187	2,514	12.48%	3,747	13,880
Other Services and Charges	50,563	2,493	8,455	16.72%	198	41,910
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**1,152,443**	**68,197**	**347,214**	**30.13%**	**3,945**	**801,284**
PARKS AND RECREATION						
Personnel Services	3,943,774	281,948	1,269,891	32.20%	217,080	2,456,803
Materials and Supplies	788,579	29,550	105,437	13.37%	104,230	578,912
Other Services and Charges	1,568,380	247,073	702,012	44.76%	631,449	234,920
Capital Outlay	-	(9,241)	55,454	0.00%	16,074	(71,527)
DEPT TOTAL	**6,300,733**	**549,329**	**2,132,793**	**33.85%**	**968,833**	**3,199,107**
PUBLIC WORKS						
Personnel Services	3,522,105	225,564	993,511	28.21%	7,456	2,521,138
Materials and Supplies	4,940,815	449,183	1,613,947	32.67%	1,552,309	1,774,559
Other Services and Charges	137,375	8,979	32,970	24.00%	43,411	60,994
Capital Outlay	134,486	4,967	8,297	6.17%	109,434	16,755
DEPT TOTAL	**8,734,781**	**688,692**	**2,648,724**	**30.32%**	**1,712,611**	**4,373,446**
ENGINEERING						
Personnel Services	1,011,250	60,432	285,193	28.20%	-	726,057
Materials and Supplies	19,810	101	9,164	46.26%	1,301	9,345
Other Services and Charges	127,075	2,695	20,054	15.78%	46,069	60,953
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**1,158,135**	**63,228**	**314,411**	**27.15%**	**47,369**	**796,355**
POLICE						
Personnel Services	18,097,241	1,433,465	6,144,413	33.95%	4,194	11,948,634
Materials and Supplies	757,890	19,093	113,665	15.00%	149,574	494,651
Other Services and Charges	631,050	58,197	190,098	30.12%	288,216	152,736
Capital Outlay	-	-	161		39	(200)
DEPT TOTAL	**19,486,181**	**1,510,754**	**6,448,337**	**33.09%**	**442,023**	**12,595,821**
FIRE						
Personnel Services	12,911,480	930,429	4,836,089	37.46%	-	8,075,391
Materials and Supplies	493,736	27,457	118,219	23.94%	99,477	276,039
Other Services and Charges	243,633	12,382	47,610	19.54%	67,085	128,938
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**13,648,849**	**970,268**	**5,001,918**	**36.65%**	**166,562**	**8,480,368**
TRANSFERS						
INFORMATION TECH - FUND 800	1,004,406	83,701	334,802.00	33.33%	-	669,604
GEOGRPHIC INFORM SYS - FUND 700	175,886	14,657	58,628.67	33.33%	-	117,257
EMER COMM - FUND 250/255	1,238,660	103,222	412,886.67	33.33%	-	825,773
WASTEWATER MAINT - FUND 700	576,894	48,075	192,298.00	33.33%	-	384,596
TRANSFER TOTAL	**2,995,846**	**249,654**	**998,615**	**33.33%**	**-**	**1,997,231**
GENERAL FUND	**63,973,778**	**4,696,043**	**21,191,375**	**33.13%**	**4,616,684**	**38,165,720**

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 700 ENTERPRISE FUND						
FINANCE						
Personnel Services	992,225	69,040	315,057	31.75%	-	677,168
Materials and Supplies	395,255	13,632	117,124	29.63%	24,076	254,056
Other Services and Charges	4,213,062	614,379	1,842,905	43.74%	101,166	2,268,991
Capital Outlay	-	-	-	0.00%	-	-
DEPT TOTAL	**5,600,542**	**697,051**	**2,275,086**	**40.62%**	**125,242**	**3,200,214**
PUBLIC WORKS						
Personnel Services	2,675,005	183,527	825,169	30.85%	36,831	1,813,005
Materials and Supplies	526,394	40,972	83,198	15.81%	67,392	375,805
Other Services and Charges	128,729	15,036	43,670	33.92%	51,089	33,970
Capital Outlay	-	(817,698)	-	0.00%	-	-
DEPT TOTAL	**3,330,128**	**(578,164)**	**952,037**	**28.59%**	**155,311**	**2,222,780**
PUBLIC UTILITIES						
Personnel Services	4,496,550	356,487	1,622,978	36.09%	65,477	2,808,095
Materials and Supplies	4,305,618	368,634	1,648,845	38.30%	1,225,959	1,430,814
Other Services and Charges	1,531,971	103,091	469,422	30.64%	431,229	631,320
Capital Outlay	-	75,172	-	0.00%	-	-
DEPT TOTAL	**10,334,139**	**903,383**	**3,741,245**	**36.20%**	**1,722,665**	**4,870,229**
TRANSFERS						
INFORMATION TECH - FUND 800	1,506,609	125,551	502,203.00	33.33%	-	1,004,406
INFORM TECH/GIS - FUND 100	175,886	14,657	58,628.67	33.33%	-	117,257
TRANSFER TOTAL	**1,682,495**	**140,208**	**560,832**	**33.33%**	**-**	**1,121,663**
FUND TOTAL	**20,947,304**	**1,162,478**	**7,529,199**	**35.94%**	**2,003,218**	**11,414,887**

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 200 SPECIAL REVENUE FUND						
MUNICIPAL COURT						
Other Services and Charges	440,000	-	53,890	12.25%	405,368	(19,258)
DEPT TOTAL	**440,000**	**-**	**53,890**	**12.25%**	**405,368**	**(19,258)**
COMMUNITY SERVICES						
Other Services and Charges	29,176	-	-	0.00%	-	29,176
DEPT TOTAL	**29,176**	**-**	**-**	**0.00%**	**-**	**29,176**
PARKS AND RECREATION						
Other Services and Charges	5,500	-	-	0.00%	-	5,500
Capital Outlay	19,085	-	-	0.00%	-	19,085
DEPT TOTAL	**24,585**	**-**	**-**	**0.00%**	**-**	**24,585**
POLICE						
Other Services and Charges	77,041	-	962	1.25%	-	76,080
DEPT TOTAL	**77,041**	**-**	**962**	**1.25%**	**-**	**76,080**
FIRE						
Materials and Supplies	26,708	18,091	18,091	67.74%	-	8,617
Other Services and Charges	111,405	1,396	6,589	5.91%	800	104,016
Capital Outlay	7,500	-	-	0.00%	-	7,500
DEPT TOTAL	**145,613**	**19,486**	**24,680**	**16.95%**	**800**	**120,133**
FUND TOTAL	**716,414**	**19,486**	**79,531**	**11.10%**	**406,168**	**230,716**

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 260 CDBG						
FINANCIAL SERVICES						
Personnel Services	8,000	-	-	0.00%	-	8,000
DEPT TOTAL	**8,000**	**-**	**-**	**0.00%**	**-**	**8,000**
COMMUNITY SERVICES						
Personnel Services	405,033	19,653	92,153	22.75%	-	312,880
Materials and Supplies	7,700	77	243	3.15%	-	7,457
Other Services and Charges	1,513,048	20,089	368,231	24.34%	257,237	887,581
Capital Outlay	325,466	-	-	0.00%	-	325,466
DEPT TOTAL	**2,251,247**	**39,820**	**460,627**	**20.46%**	**257,237**	**1,533,384**
FUND TOTAL	**2,259,247**	**39,820**	**460,627**	**20.39%**	**257,237**	**1,541,384**
FUND: 265 GRANT FUND						
MANAGERIAL						
Other Services and Charges	11,883	-	-	0.00%	-	11,883
Capital Outlay	80,140	-	-	0.00%	-	80,140
DEPT TOTAL	**92,023**	**-**	**-**	**0.00%**	**-**	**92,023**
LIBRARY						
Materials and Supplies	18,416	729	4,645	25.22%	6,871	6,900
Other Services and Charges	750	-	-	0.00%	750	-
DEPT TOTAL	**19,166**	**729**	**4,645**	**24.23%**	**7,621**	**6,900**
PARKS AND RECREATION						
Personnel Services	31,214	-	13,680	43.83%	-	17,534
Materials and Supplies	1,336	-	627	46.93%	709	0
Other Services and Charges	20,059	465	3,057	15.24%	5,463	11,539
DEPT TOTAL	**52,609**	**465**	**17,364**	**33.01%**	**6,172**	**29,073**
PUBLIC WORKS						
Other Services and Charges	13,035	-	-	0.00%	-	13,035
DEPT TOTAL	**13,035**	**-**	**-**	**0.00%**	**-**	**13,035**
POLICE						
Personnel Services	-	4,671	12,906	1000.00%	-	(12,906)
Materials and Supplies	13,287	-	-	0.00%	-	13,287
Other Services and Charges	28,170	-	-	0.00%	12,214	15,956
Capital Outlay	118,410	-	-	0.00%	-	118,410
DEPT TOTAL	**159,867**	**4,671**	**12,906**	**8.07%**	**12,214**	**134,747**
FUND TOTAL	**336,700**	**5,864**	**34,915**	**10.37%**	**26,007**	**275,778**

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

Fund/Object Category	Annual Appropriations	Current Month Expenditures	Year-to-Date Expenditures	YTD %Exp	Encumbrances Outstanding	Remaining Appropriations
FUND: 110 STORMWATER MANAGEMENT						
PUBLIC WORKS						
Personnel Services	364,900	25,769	120,934	33.14%	-	243,966
Materials and Supplies	14,293	555	1,020	7.14%	1,531	11,742
Other Services and Charges	40,973	2,402	4,424	10.80%	4,620	31,929
Capital Outlay	-	-	-	0.00%	-	-
FUND TOTAL	**420,166**	**28,725**	**126,377**	**30.08%**	**6,151**	**287,637**
FUND: 205 WATER SYSTEM IMPACT FEE						
Other Services and Charges	725,612	-	-	0.00%	-	725,612
FUND TOTAL	**725,612**	**-**	**-**	**0.00%**	**-**	**725,612**
FUND: 210 DRAINAGE MAINTENANCE FUND						
PUBLIC WORKS						
Personnel Services	745,527	84,229	222,960	29.91%	39,750	482,818
Materials and Supplies	176,296	11,926	39,025	22.14%	18,347	118,924
Other Services and Charges	95,925	3,420	6,061	6.32%	29,876	59,988
Capital Outlay	26,000	21,938	21,938	84.38%	-	4,062
DEPT TOTAL	**1,043,748**	**121,512**	**289,983**	**27.78%**	**87,973**	**665,792**
FUND TOTAL	**1,043,748**	**121,512**	**289,983**	**27.78%**	**87,973**	**665,792**
FUND: 230 HOTEL MOTEL TAX						
HOTEL MOTEL						
Other Services and Charges	1,637,000	198,927	490,188	29.94%	1,197,819	(51,006)
Capital Outlay	233,000	6,419	27,462	11.79%	26,091	179,448
FUND TOTAL	**1,870,000**	**205,346**	**517,649**	**27.68%**	**1,223,910**	**128,441**
FUND: 250 & 255 E911 AND CELLULAR FEE FUND						
EMERGENCY COMMUNICATIONS						
Personnel Services	2,272,600	134,449	558,994	24.60%	6,021	1,707,585
Materials and Supplies	333,791	-	0	0.00%	17,594	316,197
Other Services and Charges	997,005	29,216	92,725	9.30%	104,772	799,508
Capital Outlay	139,430	-	-	0.00%	5,500	133,930
FUND TOTAL	**3,742,826**	**163,665**	**651,719**	**17.41%**	**133,888**	**2,957,220**
FUND: 400 ROLLING STOCK						
Capital Outlay	2,695,955	46,434	559,531	20.75%	955,512	1,180,912
FUND TOTAL	**2,695,955**	**46,434**	**559,531**	**20.75%**	**955,512**	**1,180,912**
FUND: 710 SEWER REHABILITATION FUND						
PUBLIC UTILITIES						
Personnel Services	2,147,900	131,427	557,080	25.94%	89,254	1,501,566
Materials and Supplies	3,564,452	287,145	509,085	14.28%	689,973	2,365,394
Other Services and Charges	507,444	15,102	43,667	8.61%	59,886	403,891
Capital Outlay	221,014	-	160,841	72.77%	9,014	51,159
FUND TOTAL	**6,440,810**	**433,674**	**1,270,673**	**19.73%**	**848,127**	**4,322,010**
FUND: 800 INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY						
Personnel Services	1,220,100	85,244	376,050	30.82%	-	844,050
Materials and Supplies	656,628	4,392	96,413	14.68%	65,685	494,530
Other Services and Charges	634,287	30,240	167,636	26.43%	129,470	337,181
Capital Outlay	-	-	-	0.00%	-	-
FUND TOTAL	**2,511,015**	**119,877**	**640,100**	**25.49%**	**195,155**	**1,675,760**